CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, JUNE 23, 2025 - 6:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER
Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

AWARDS AND PRESENTATIONS
100. Not Used

INFORMATIONAL AGENDA
200. Not Used

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

CONSENT AGENDA

300. Moss Road at Gee Creek Stormwater Pipe Relining Project
City Of Winter Springs - 306-308 Moss Rd Lining .pdf
Flotech Env. Piggyback Rider Executed.pdf

301. Sheoah Boulevard Water Main Replacement Project Engineering Services
Sheoah Blvd Water Main Replacement Project Scope and Fee.pdf

302. Fairway Oaks Stormwater Pipe Relining Project
Proposal 2501636 -T Winter Springs 1208 Oxbow Lane CIPP Lining.pdf
Vortex Supplemental Agreement June 2023.pdf

303. Execution of the Subrecipient Agreement for the Police Station Safe Room Project under the Community Development Block Grant Disaster Recovery (CDBG-DR) Hazard Mitigation Grant Match Program (HMGMP).
HI006- Draft Agreement.pdf

304. North Orlando Subdivision - Sidewalk Improvements
North 434 - Moss to Wade Marked Location Map.pdf
Schedule of Values Moss Rd To 419 To SR434.pdf
Huffman dba NuWave PB Rider.pdf

305. Approval of the Minutes from the Monday, June 9, 2025 City Commission Regular Meeting
2025 06 09 City Commission Regular Meeting Minutes.pdf

PUBLIC HEARINGS AGENDA

400. Second Reading of Ordinance 2025-12: Adopting the Map and Description of the Recommended Commission Districts
Ordinance No. 2025-12 - Redistricting.pdf
2025 05 15 Districting Commission Presentation
2025 Districting Commission Report.pdf
2025 05 15 Districting Commission Regular Meeting Minutes.pdf
2025 06 06 Affidavit - Ordinance 2025-12 First & Second Reading.pdf

401. First reading of Ordinance 2025-04, Small-Scale Future Land Use Map Amendment of one (1) parcel of land located at 1333 N US HWY 17-92
Florida Auto Auction FLU Amendment to COMMERCIAL Staff Report CC 06.23.2025.pdf
FL Auto Auction FLU Maps.pdf
Ordinance No. 2025-04 _ FLU Amendment FL Auto Auctions Property.pdf
2025 05 27 Affidavit - Ordinance 2025-04 & 2025-05 CC First Reading.pdf

402. First Reading of Ordinance 2025-05, to assign the General Commercial Zoning District to one (1) parcel of land located at 1333 N US HWY 17-92
Florida Auto Auction Rezoning C-2 CC Staff Report 06.23.2025.pdf
FL Auto Auction Zoning Maps.pdf
Ordinance No. 2025-05 _ Rezoning FL Auto Auctions Property.pdf
Development Agreement - FL Auto Auctions 5-18-25.pdf
Exhibit B - Land Use Plan Survey.pdf
2025 05 27 Affidavit - Ordinance 2025-04 & 2025-05 CC First Reading.pdf

403. Sutton Crossings Final Plat Approval
Sutton Crossings Final Plat Staff Report CC 06.23.25.pdf
220336 PLAT SUTTON CROSSINGS - R2-P1.pdf
220336 PLAT SUTTON CROSSINGS - R2-P2.pdf
220336 PLAT SUTTON CROSSINGS - R2-P3.pdf

404. Sea Hawk Cove Extension, SR 434/419 and Michael Blake Boulevard – Final Engineering and Site Plan, Final Plat, Waivers, Removal of Three (3) Specimen Trees, and Development Agreement
Sea Hawk Cove Staff Report CC 06.23.2025 Final.pdf
FEDP-2024-0009 Sea Hawk Cove Site Plan Final.pdf
FEDP-2024-0009 Environmental Report.pdf
SUBD-2024-0001 Sea Hawk Cove Final Plat.pdf
FEDP-2024-0009 Sea Hawk Cove Ext Landscape Plan.pdf
ARBOR-2025-0210 Sea Hawk Cove Tree Removal.pdf
FEDP-2024-0009 Sea Hawk Cove Ext Site Plan App.pdf
ARBOR-2025-0210 Sea Hawk Cove Extension App.pdf

SUBD-2024-0001 Sea Hawk Cove Final Plat App.pdf
DVAG-2025-0007 - Tuskawilla Retail Partners II DA.pdf
SUBD-2024-0001--Sea Hawk Cove Plat Surveyor Combined.pdf
Sea Hawk Cove Ext Presentation 6.23.25 FINAL.pdf

REGULAR AGENDA

500. Purchase of one (1) Aquatech B10-1450 Combination Vac Truck by the Utilities Department
Vac Truck Proposal.pdf
Base_Bid_Build_Sheet_-_Aquatech_B10.pdf
Spec_372.pdf

501. The Human Bean Coffee Shop FEDP-2025-0002 Final Engineering and Site Plan Revision

CIVIL 160003 THE HUMAN BEAN 250616 R4 - Elec Sign rev 06172025.pdf

502. Discussion on Section 2-28. Addressing the Mayor and City Commission

503. Commission Code of Conduct Discussion
Resolution 2024-01 Code of Coduct for Boards and Committees.pdf
2016 10 10 Public Hearing 400 Ordinance 2016-09, Second Reading, Rules and Procedure.pdf
2022 03 28 Public Hearing 402 - Second Reading Ordinance No. 2022-03 Clarifying & Amending City Commission Rules of Conduct.pdf

504. New Business

REPORTS

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

PUBLIC INPUT

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

ADJOURNMENT

PUBLIC NOTICE

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

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

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

CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Moss Road at Gee Creek Stormwater Pipe Relining Project

SUMMARY

In the course of completing the Erosion Control Countermeasures within Gee Creek at Moss Park Project, staff determined the existing 36 inch stormwater pipe discharging into Gee Creek near the project location was deteriorating and in need of immediate corrective action. The proposed pipe liner will mitigate continued deterioration and functionally restore the stormwater pipe to its original condition.

FUNDING SOURCE

The funding source for this project will be provided by 3rd Generation Sales Tax revenue. The $81,759.72 task order proposal fee is derived from the City's piggyback rider agreement with Flotech Environmental, LLC and their original agreement with the City of Cape Coral (Contract #BPW2415MM-A).

RECOMMENDATION

Staff requests the City Commission approve a task order in the amount of $81,759.72 for Flotech Environmental, LLC to install 202 lineal feet of 36 inch diameter stormwater pipe liner from Moss Road to the Gee Creek outfall.

City Of Winter Springs— 306-308 Moss Rd Lining

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

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

Reference: 20250610-231650336
Quote created: June 10, 2025
Quote expires: July 10, 2025
Quote created by: Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Comments from Luis Ferre

Project Owner Information

Project Owner: City of Winter Springs

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

Owner Project Name: 306-308 Moss Rd Lining

Project General Contractor (Prime): N/A

Onsite Point of Contact: Kevin Monser

Region: Cenrtal

County: Seminole

Flotech Project Manager: Geimar Pino

Job-site Address: 306 S Moss Rd, Winter Springs, FL 32708

Post-Construction: No

Maps/Plans Provided: Yes

Technical Specifications: ASTM F1216-22, NASSCO PACP

Certified Payroll Applicable: No

Heavy Construction Wage Applicable: No

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

Billing Instructions: Please include PO# in each invoice.

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

Business Development Rep: Luis Ferre

Scope of Work: Plugging, dewatering, jet-vac cleaning, and televising 202 LF of 36" pipe, in preparation of lining.

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

Exclusions: root removal, baffle removal / reinstatement, grout repairs, joint sealing, heavy cleaning, asphalt cutting, grounds restoration, paving, excavation.

Inclusions:

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

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

Products & Services

Item & Description	Quantity	Unit Price	Total
36"Diameter Pipe Lining, 15mm Finished Thickness LF	202	$404.75	$81,759.50
36" Pipe Diameter By-Pass / Pumping / Dewatering Where Needed EA	2	$0.10	$0.20
Maintenance of Traffic (MOT): Local Roads. LS	1	$0.01	$0.01
MOBILIZATION (MOB): Price for MOB where the SOW is priced greater than $25,000 LS	1	$0.01	$0.01

One-time subtotal	$81,759.72
Total	**$81,759.72**

Purchase terms

Above pricing is based on project information and plans as provided by Client, and assumed site conditions.

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

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

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

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

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

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

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

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

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

ACCEPTANCE OF PROPOSAL / SIGN & RETURN:

Signature

Choose a profile to start the e-signature process.

Kevin Monser

kmmonser@winterspringsfl.org

[sig|req|signer1]

Questions? Contact me

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

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

PIGGYBACK RIDER FOR LINING OF DRAINAGE PIPES

FLOTECH ENVIRONMENTAL, LLC

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

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

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

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

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

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

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

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

d. Order of Precedence.

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

e. Insurance.

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

Certificate Holder address shall read:

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

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

f. Public Records.

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

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

Section 20 is further amended to provide as follows.

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

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

The remainder of the Section shall be unchanged.

g. Project Price.

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

h. Substantial Completion.

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

i. Payment of Project Price

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

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

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

j. Performance and Payment Bond.

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

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

i. Notices to the City shall be delivered to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

Philip Hursh, Interim City Manager

Date: 6/7/24

FLOTECH ENVIRONMENTAL, LLC

Print Name: Joel L. Feere'

Print Title: MEMBER

Date: June 7th, 2024

ATTEST:

Christian Gowan, City Clerk

CITY OF WINTER SPRINGS INCORPORATED 1959 SEMINOLE COUNTY, FLORIDA

EXHIBIT A

ORIGINAL GOVERNMENT CONTRACT
AND
CONTRACTOR RESPONSE TO ITB BPW2415MM-A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Workers' Compensation:
Statutory

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

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

Verification of Coverage:

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

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

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

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

Special Requirements:

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

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

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

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

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

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

Longshore and Harbor Workers' Compensation
Statutory Limits

Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Safety and OSHA Compliance:**

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

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

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

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

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

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

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

PUBLIC AGENCY CONTRACTING

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

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

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

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

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

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

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

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

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

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

    a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

    b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

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

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

(Remainder of page intentionally left blank.)

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

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

(CITY SEAL)
ATTEST:

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

CITY:

CITY OF CAPE CORAL, FLORIDA

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

CITY LEGAL REVIEW:

for Aleksandr Boksner
City Attorney
1/10/2024
Date

CONTRACTOR:

FLOTECH ENVIRONMENTAL, LLC

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

EXHIBIT A

BPW2415MM Addendum 1
Flotech Environmental, LLC
Supplier Response

Event Information

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

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

Contact Information

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

Flotech Environmental, LLC Information

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

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

Jose L. Ferre
Signature

estimating@flotechllc.com
Email

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

Requested Attachments

Business Licenses and Business Tax Receipts

Licenses & BTRs - Flotech Environmental, LLC.pdf

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

Corporate Resolution Form

Corporate Resolution - Flotech Environmental, LLC.pdf

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

Form 3A

No response

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

Certificate of Insurance

COI - Flotech Environmental, LLC.pdf

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

Business Qualification Questionnaire

Business Qualifications - Flotech Environmental, LLC.pdf

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

Reference Forms

Reference Forms - Flotech Environmental, LLC.pdf

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

Division of Corporations

Flotech Environmental 2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT.pdf

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

Trench Safety Act Compliance Form

Trench_Safety_Act_Compliance_Form.pdf

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

Local Vendor Preference Establishment Form — *No response*

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

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

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

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

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

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

Provide completed E-Verify form with submittal.

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

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

Response Attachments

Flotech Env Qualifications Package 10-2023.pdf

Qualifications Package

Bid Attributes

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

5 Collusion Statement

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

☑ I agree

6 Scrutinized Companies Certification

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

☑ I agree

7 Public Entity Crimes Act

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

☑ I agree

8 Discriminatory Vendor List

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

☑ I agree

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

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

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

N/A

10 **Corporate Resolution**

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

I am submitting the company's corporate document.

11 **Drug Free Workplace**

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

☑ I agree

12 **Reference Survey Forms**

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

☑ I have attached completed reference form(s).

13 **Insurance Requirements**

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

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

☑ I agree

14 **Deviations from Bid Specifications**

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

Please indicate all deviations.

No response

15 **Designated Contact**

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

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

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

16 **Bids to Remain Effective**

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

17 **Contract Term**

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

☑ I Understand and agree

18 **License Requirement**

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

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

☑ I have attached the documents as requested above.

19 **City Employees**

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

No

20 **Annual Appropriation**

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

☑ I Agree

21 **Bid Security - Not applicable**

A bid security is not applicable for this bid.

22 **Local Vendor Preference**

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

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

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

NO

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

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

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

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

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

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

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

☑ I Acknowledge

24 Public construction and Other Bonds - Bids

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

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

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

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

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

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

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

3.5 Surety shall have the following minimum rating:

3.5.1 Best's Financial Rating of A-XII

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

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

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

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

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

☑ I Agree

25 **E-Verify**

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

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

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

PUBLIC AGENCY CONTRACTING

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

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

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

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

☑ I Acknowledge and Agree

26 **Immigration Affidavit Certification**

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

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

☑ I Acknowledge and Agree

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

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

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

§ 2-151

(k) **Cone of Silence**.

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

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

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

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

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

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

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

(4) Permitted communication.

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

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

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

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

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

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

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

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

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

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

☑ I Understand and Agree

28 **Maintenance of Traffic**

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

☑ Yes

29 **Mobilization/Demobilization**

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

☑ Yes

30 **Addenda**

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

Changes: See Addendum #1 in the Attachments Tab.

☑ I understand and agree

Bid Lines

1 **Package Header**

PIPE LINING

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

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

Package Items

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Package Header

BY-PASS / PUMPING / DEWATERING WHERE NEEDED

Quantity: 1 UOM: EA Total: $0.12

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

Package Items

2.1 15" Pipe Diameter

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

2.2 18" Pipe Diameter

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

2.3 21" Pipe Diameter

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

2.4 24" Pipe Diameter

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

2.5 27" Pipe Diameter

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

2.6 30" Pipe Diameter

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

2.7 36" Pipe Diameter

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

2.8 42" Pipe Diameter

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

2.9 48" Pipe Diameter

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

2.10 54" Pipe Diameter

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

2.11 60" Pipe Diameter

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

2.12 72" Pipe Diameter

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

3 Package Header

Maintenance of Traffic (MOT)

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

Package Items

3.1 MOT: Local Roads

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

3.2 MOT: Collector Roadways

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

3.3 MOT: Arterial

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

4 Package Header

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

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

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

Package Items

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

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

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

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

5 Package Header

EXCAVATION FOR LINE OBSTRUCTION

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

Package Items

5.1 Excavation for Line Obstruction

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

Response Total: $10,725.89

EXHIBIT B

INVITATION FOR BID NO. BPW2415MM-A

INVITATION TO BID

INTRODUCTION, GENERAL CONDITIONS & SPECIAL CONDITIONS

SERVICE SOLICITATIONS

INTRODUCTION

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

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

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

2.0 GENERAL CONDITIONS

2.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

2.2 INVITATION TO BID

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

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

2.3 SUBMISSION OF BIDS

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

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

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

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

2.4 QUALIFICATIONS OF BIDDERS

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

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

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

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

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

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

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

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

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

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

2.6 INTERPRETATIONS/QUESTIONS

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

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

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

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

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

2.8 BID SECURITY, IF REQUIRED

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

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

2.9 OPENING OF BIDS

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

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

2.10 WITHDRAWAL OF BIDS AFTER BID OPENING

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

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

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

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

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

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

2.11 BID PROTEST PROCEDURE

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

2.12 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

2.13 CONTRACT TIME

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

2.14 WORK HOURS

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

2.15 ADDITIONS/DELETIONS

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

2.16 VENDOR REGISTRATION

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

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

2.17 TAX EXEMPTION

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

2.18 PERMITS, LICENSES AND REGULATIONS – (AS APPLICABLE)

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

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

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

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

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

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

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

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

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

2.19 COMPLIANCE WITH GOVERNMENT STANDARDS – (AS APPLICABLE)

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

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

2.20 LOBBYING

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

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

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

2.21 AUTHORITY TO PIGGYBACK

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

2.22 COOPERATIVE PURCHASING

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

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

2.23 ANNUAL APPROPRIATION

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

2.24 INDEMNIFICATION

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

2.25 PAYMENTS

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

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

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

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

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

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

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

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

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

2.26 OTHER CONTRACTS

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

2.27 RECORD KEEPING

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

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

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

2.28 PUBLIC RECORDS

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

2.29 SUBSTITUTE MATERIAL AND EQUIPMENT – (AS APPLICABLE)

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

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

2.30 SAFETY OSHA COMPLIANCE – (AS APPLICABLE)

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

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

2.31 TERMINATION

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

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

2.32 FINANCIAL DOCUMENTS

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

2.33 SIGNING OF AGREEMENT (AS APPLICABLE)

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

2.34 COUNTERPARTS

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

2.35 FEMA COMPLIANCE, IF APPLICABLE

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

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

2.36 E-VERIFY VALIDATION

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

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

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

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

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

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

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

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

2.37 SPECIAL RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

3.0 SPECIAL CONDITIONS

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

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

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

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

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

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

3.2 BID PRICE

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

3.3 METHOD OF ORDERING

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

3.4 INSPECTION

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

3.5 INVOICES

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

3.6 SUMMARY REPORTS

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

END OF SECTION

EXHIBIT C

PERFORMANCE BOND FORM

Bond No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SURETY:

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

PRINCIPAL:

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

OWNER:

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

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

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

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

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

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

12. **MISCELLANEOUS.**

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

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

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

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

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

EXHIBIT D

LABOR AND MATERIALS PAYMENT BOND

Bond No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

8. MISCELLANEOUS.

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

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

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

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

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

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Sheoah Boulevard Water Main Replacement Project Engineering Services

SUMMARY

The City owns and operates a potable water treatment and distribution system consisting of groundwater supply wells, disinfection systems, and potable water lines that transmit treated drinking water to customers within its service area. The City intends to repave Sheoah Boulevard as part of its regular roadway resurfacing. However, an existing water main is located on the eastern side of Sheoah Boulevard with many areas of the water main located under or near the pavement surface. Previous investigation discovered the depth of the underlying water main is shallow in many of these areas, which would place the integrity of the pipeline at risk during the repaving process. There have been multiple failures of this main due to its condition and location. Therefore, prior to repaving this street, the City intends to design and construct a replacement water main along Sheoah Boulevard from W. State Road 434 to Shepard Road (approximately 1.3 miles). Staff recommends that Carollo Engineers provide all design, permitting, bidding and construction administration services for this project.

FUNDING SOURCE

The funding source for this project will be provided from 4th Generation Sales Tax revenue. During the midyear budget amendment the initial revenue that has been collected YTD of $708,000 was recognized. This project will be increasing the CIP expenditure budget in the amount of $345,960. This project is on the 4th Generation Sales Tax list.

RECOMMENDATION

Staff requests City Commission approval a task order for Carollo Engineers to provide design, permitting, bidding and construction administration services related to the Sheoah Boulevard Water Main Replacement Project in the amount of $345,955.33. In addition, requests an increase in the expenditure budget in the 4th generation sales tax division in the same amount from the revenues recognized YTD during the mid year budget amendment.

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
Sheoah Blvd Water Main Replacement
April 2025

SCOPE OF SERVICES

GENERAL

The City of Winter Springs (CITY) owns and operates a potable water treatment and distribution system consisting of groundwater supply wells, disinfection systems, and potable water lines which transmit treated drinking water to customers within its service area. The City intends to repave Sheoah Blvd as part of its regular roadway resurfacing. However, an existing water main is located on the eastern side of Sheoah Blvd with many areas of the water main located under or near pavement. Previous investigation indicates that water main is shallow in many of these areas, which puts the pipeline at risk during the repaving process. There have been multiple failures of this main due to its condition and location. Therefore, prior to repaving, the City intends to design and construct and replacement water main along Sheoah Blvd (from W. State Road 434 to Shepard Road).

Carollo Engineers Inc. (CONSULTANT) will provide these engineering services to the CITY under the terms of the Agreement for Continuing Civil Engineering Services. This scope of services is an effort to provide an encompassing but not all-inclusive list of duties and responsibilities that may be requested from the CONSULTANT under this task authorization.

TASK 1 – PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL

Task 1 includes aspects of project and quality management to provide effective delivery of the PROJECT. Specific items included in Task 1 are detailed in the subtasks described below.

Task 1.1 – Project Management and Communications

The CONSULTANT will provide overall project management and communication between the SUBCONTRACTOR, CONTRACTOR, and the CITY. The CONSULTANT will track and manage the budget, project tasks, and schedule.

Task 1.2 – Project Kickoff and Progress Meetings

The CONSULTANT will facilitate a Kickoff Meeting to review the project, including the project tasks, schedule, lines of communication, and quality management procedures.

The Kickoff Meeting will be a working meeting to discuss project needs, goals, and other items necessary to begin the project.

The CONSULTANT will conduct two (2) meetings throughout the project to inform City staff on the project's progress, issues, findings, and recommendations. The agenda, meeting materials, meeting minutes, and action/decision logs for each meeting will be prepared by the CONSULTANT and distributed to all project stakeholders.

Task 1.3 – Monthly Progress Reports

The CONSULTANT will provide monthly progress reports that identify what work has been performed during the month and an itemized list of work anticipated to be completed in the upcoming month. These reports will be delivered as part of the monthly progress payment request.

The project schedule will be updated monthly and delivered as part of the monthly progress reports. The CONSULTANT will maintain a Decision and Action Log that will be updated as part of each monthly progress report and delivered as part of the monthly progress report.

Task 1.4 - Quality Assurance/ Control

The CONSULTANT will coordinate quality control and quality assurance review of the project including review of all deliverables, and oversight/facilitation of communication.

Task 1 Deliverables:

- Meeting agenda and supplemental materials (electronic)
- Meeting minutes (electronic pdf)
- Monthly progress reports (electronic pdf)
- Monthly schedule updates (electronic pdf)
- Monthly decision and action log (electronic pdf)

TASK 2 – FIELD INVESTIGATION

This task will include topographic survey services, subsurface utility engineering, and geotechnical services.

Task 2.1 – Topographic Survey

L&S Diversified (SURVEYOR) will provide the topographic survey services. Some portions of the route were previously surveyed during the investigation effort. However, it is intended to survey the Northern portion of Sheoah Blvd that was not previously surveyed. The two topographic surveys must be combined to provide one complete survey for the entire project area. The base scope of services includes survey of the eastern right of way from edge of pavement to the edge of right of way. The SURVEYOR's proposal is in **Exhibit B**. The CONSULTANT will review survey data collected for completeness and accuracy in supporting the design and provide a copy of the survey results to the CITY. The SURVEYOR will obtain the MOT permit for lane closures during the survey (as necessary).

It is assumed that the previous survey as well as the survey scoped above shall be sufficient for design, however, a contingency fee for additional survey has been added to the proposal. This contingency will be used to further improve the design should any connections need to be expanded on. Additional survey conducted under the contingency will be reviewed and approved by the CITY before services are rendered.

The CONSULTANT will:

- Coordinate with the SURVEYOR to define project extent and locate soft dig and geotechnical boring locations to tie into the survey.
- Review the survey and associated materials from the SURVEYOR to facilitate the design.
- SURVEYOR coordination and QA/QC.

Task 2.2 – Subsurface Utility Engineering

SURVEYOR will identify and mark the subsurface utilities and verify the utility locations as well as characteristics of the water line. Locations of the utilities will be determined via test holes utilizing plan and profile view drawings. It is estimated that up to twenty-five (25) test holes will be performed, though all test holes may not be performed. The CITY will not receive invoicing for test holes not performed. SURVEYOR's proposal for these services is provided in **Exhibit B**. The CONSULTANT will review results collected for completeness and accuracy in supporting the design and provide a copy of results to the CITY. The SURVEYOR will obtain the MOT permit for lane closures during the subsurface utility engineering (as necessary).

Task 2.3 – Geotechnical Services

Nadic Engineering Services (GEOTECH) will provide the required geotechnical services. One boring will be completed approximately every 500 linear feet. It is estimated that up to 15 soil borings will be performed. GEOTECH's proposal for these services is provided in **Exhibit C**. The CONSULTANT will review the geotechnical data collected for completeness and accuracy in supporting the final design and provide the CITY with the final geotechnical report.

The CONSULTANT will:

- Coordinate with GEOTECH to define project extent, proposed location of water main, and location of different construction activities and pipe installation methodologies.
- Review the geotechnical engineering report and incorporate recommendations and findings regarding soil and groundwater conditions into the design.
- Review the draft and final geotechnical report for consistency and accuracy of reporting.
- GEOTECH coordination and QA/QC.

Task 2 Deliverables:

- Topographical survey results (electronic pdf)
- Subsurface utility engineering results (electronic pdf)
- Geotechnical report (electronic pdf)

TASK 3 – Design

This task provides for preparation of project bid documents, including plans and specifications. The design is for the replacement of the existing watermain along Sheoah Blvd. The design limits for this project will be run parallel to the east side of Sheoah Blvd. beginning at W. State Road 434, as the southern limit, and approximately fifty (50) feet north of Shepard Rd. in Winter Springs.

Task 3.1 – 60% Design Documents

CONSULTANT will generate draft construction plans and specifications for the construction of the new water main pipe and abandonment of the existing water main pipe. The plan will depict all located underground utilities and other potential conflicts in the vicinity of the proposed water main route. The plan will also include transfer of services and connections to the existing mains.

At the end of the 60% document completion, CONSULTANT will assemble and submit contract documents to the CITY for review. One review meeting will be held to discuss City comments on the design documents.

Task 3.2 – 90% Design Documents

CONSULTANT will revise documents in accordance with 60% review comments provided by the City. Prepare design documents to a 90% completion level. Prepare an opinion of probable construction cost for the approved 90% drawings and technical specifications.

At the end of the 90% document completion, CONSULTANT will assemble and submit contract documents to the CITY for review. One review meeting will be held to discuss City comments on the design documents.

Task 3.3 – 100% Design Documents

CONSULTANT will revise documents in accordance with 90% review comments provided by the City. Prepare final design documents to a 100% completion level. Prepare an opinion of probable construction cost for the approved 100% drawings and technical specifications.

Task 3 Deliverables:

- 60%, 90%, and 100% design plans and specifications for review (electronic pdf)
- 100% signed and sealed drawings at bid (electronic pdf)
- 100% signed and sealed specifications (electronic pdf)
- Opinion of probable construction cost for 60% and 90% (electronic pdf)
- Meeting minutes (electronic pdf)

TASK 4 – Permitting Services

Permitting services includes preparation and submittal of project related permit applications and support documentation required for construction and operation of the water main installation.

Task 4.1 – FDEP Permit

CONSULTANT will prepare and submit the general permit for construction of water main extensions for public water systems application. Includes up to one (1) request for additional information (RAI). The CITY will be responsible for paying the FDEP permit application fee.

Task 4.2 – City Right-of-Way Permit

CONSULTANT will prepare and submit City ROW permit application. Includes up to one (1) request for additional information (RAI). The CITY will be responsible for paying the City ROW application fee.

Task 4 Deliverables:

- FDEP Permit Application
- City ROW Permit Application

TASK 5 – Bidding Services

This task includes services to be provided during the pre-bid and bidding period.

Task 5.1 – Issued for Bid Documents

CONSULTANT will prepare and submit electronic Issued for Bid documents, based on purchasing department requirements.

Task 5.2 – Pre-Bid Meeting

CONSULTANT will attend one pre-bid meeting to answer contractor questions. Up to two (2) technical narratives to form addenda(s) will be prepared for issuance by CITY. The CITY will be responsible for organizing the pre-bid meeting and providing the meeting space.

Task 5.3 – Conformed Documents

CONSULTANT will prepare and submit conformed documents, including clarifications and revisions issued through addenda and the Contractor's executed documents. Up to two (2) full size signed and sealed conformed drawings and project manuals and three (3) half size sets of conformed drawings will be provided. A digital set of conformed documents will also be provided.

Task 5 Deliverables:

- Issued for bid documents (electronic pdf)
- Pre-bid meeting minutes (electronic pdf)
- Conformed documents (electronic pdf, 2 full size, and 3 half-size hard copies)

TASK 6 – Construction Administration

This task includes services to be provided during the construction period.

Task 6.1 – Services During Construction

The following services are for the construction of a new water main and abandonment of asbestos cement water main along the eastern side of Sheoah Blvd. CONSULTANT's construction phase services are based upon an eight (8) month construction contract time including the following tasks:

- Attend pre-construction conference and distribute Conformed Contract Documents.
- Provide construction inspection services. The inspector will be onsite a minimum of 6 hours per week for the duration of the project construction.
- Review shop drawings and product submittals for conformance with the Contract Documents and maintain a log of submittals.
- Review and respond to up to five (5) Contractor's requests for information (RFI) and maintain a log of RFIs.
- Attend up to eight (8) monthly construction progress meetings. Meeting minutes to be provided and distributed by the Contractor.

- Conduct eight (8) site overview visits, to be completed on the same day as the construction progress meeting to observe construction activity. Communicate any concerns with the CITY.
- Provide part-time Resident Project Representative services estimated at one (1) hour a week work the estimated eight (8) months of construction.
- Assist the CITY with preparing up to one (1) change order. Review the proposed change order for scope and increases/decreases to contract price and contract time.
- Conduct a substantial and final completion inspection with the CITY. Review punch list(s) to be submitted to the Contractor.
- Prepare record drawings based on as-built drawings and information provided by the Contractor's licensed surveyor. Two (2) hard copies of signed and sealed as-built drawings are to be provided along with a digital AutoCAD file by the Contractor to the CONSULTANT for review and use in record drawing preparation. The CONSULTANT will then provide two (2) sets of prints of the record drawings and an electronic PDF file of the record drawings to the CITY.
- Prepare documents to obtain approval for release of the water main for use.

Task 6 Deliverables:

- RFI responses (electronic pdf)
- Shop drawing reviews (electronic pdf)
- Record drawings (electronic pdf and two hard copies)

TASK 7 – As-Needed Additional Services

Task 7.1 – As-Needed Services

The purpose of this task is to provide an as-needed budget to respond to additional requests related to this scope of work. These services will assist the CITY in additional planning and/or design of the project. Additional services include but are not limited to additional meetings, data collection, COUNTY coordination, design services, bidding services, additional survey coordination, and construction services. This task will be utilized on an as-needed basis as approved from the CITY.

CITY RESPONSIBILITIES

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 workshops and review 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 and the bid process 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.
- Note that there is inherent risk during any field investigation effort, especially when locating aged underground pipelines of unknown condition. All investigation completed by the CONSULTANT team will be "non-invasive", but soft digs may expose pipe which is already at risk. The CITY shall coordinate with the CONSULTANT during investigation. If any system or piping failures occur during investigation, the CITY will be responsible in handling repairs and recovery. The CONSULTANT and its team will not be liable or responsible for failures which occur during field investigation.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the 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.

SCHEDULE

The scope of services outlined in this task authorization will be performed for up to 18 months from receipt of a purchase order or notice-to-proceed from the CITY.

PROJECT FEE

The compensation terms are based on a Lump Sum and an Hourly Not-to-Exceed basis with an upper limit of **$345,955.33** as shown in **Exhibit A**. Labor rates are based on the contract fee schedule shown in the base contract.

EXHIBIT A

City of Winter Springs
Sheoah Blvd Water Main Replacement
Budget

EXHIBIT A
4/22/2025

Task No.	Task Description / Project Role / Staff Category	Labor Hours and Costs										Other Direct Costs			Task Total	Billing Method
		QAQC	Tech Lead	PM	Investigation / Support	Support	CAD	CAD	Doc Process	Hours	Cost	Expenses	Subconsultants			
		Principal Professional	Lead Project Professional ESVII	Project Professional ES VI	Proj Prof ES IV	Assistant Professional ES II	Senior Technician ET VIII	Technician ET III	Word Processing	Total Hours			L&S Diversified	Nadic Engineering Services		
		$340.00	$266.00	$244.00	$205.00	$156.00	$205.00	$120.00	$105.00							
1	**Project Management and QA/QC**	**12**	**30**	**28**	**0**	**24**	**0**	**0**	**12**	**0**	**$23,896.00**	**$1,000.00**	**$0.00**	**$0.00**	**$24,896.00**	**Lump Sum**
	1.1: Project Management and Communications	6		16							$5,944.00				$5,944.00	
	1.2: Project Kickoff and Progress Meetings	6	6	6		12					$6,972.00				$6,972.00	
	1.3: Monthly Progress Reports	0		6		12			12		$4,596.00				$4,596.00	
	1.4: Quality Assurance/ Control		24								$6,384.00				$6,384.00	
2	**Field Investigation**	**4**	**0**	**16**	**0**	**32**	**0**	**0**	**0**	**0**	**$10,256.00**	**$0.00**	**$34,340.00**	**$23,857.33**	**$68,453.33**	**Lump Sum**
	2.1: Topographic Survey	1		4		8					$2,564.00		$14,698.00		$17,262.00	
	2.2: Subsurface Utility Engineering	1		4		8					$2,564.00		$19,642.00		$22,206.00	
	2.3: Geotechnical Services	2		8		16					$5,128.00			$23,857.33	$28,985.33	
3	**Design**	**28**	**106**	**48**	**48**	**144**	**76**	**156**	**48**	**0**	**$121,072.00**	**$0.00**	**$0.00**	**$0.00**	**$121,072.00**	**Lump Sum**
	3.1: 60% Design Documents	16	60	24	24	80	40	80	24		$64,976.00				$64,976.00	
	3.2: 90% Design Documents	8	30	16	16	40	20	40	16		$34,704.00				$34,704.00	
	3.3: 100% Design Documents	4	16	8	8	24	16	36	8		$21,392.00				$21,392.00	
4	**Permitting Services**	**3**	**6**	**4**	**0**	**12**	**4**	**0**	**6**	**0**	**$6,914.00**	**$0.00**	**$0.00**	**$0.00**	**$6,914.00**	**Lump Sum**
	4.1: FDEP Permit	2	4	2		8	2		4		$4,310.00				$4,310.00	
	4.2: City Right-of-Way Permit	1	2	2		4	2		2		$2,604.00				$2,604.00	
5	**Bidding Services**	**8**	**28**	**20**	**32**	**0**	**8**	**16**	**8**	**0**	**$26,008.00**	**$0.00**	**$0.00**	**$0.00**	**$26,008.00**	**Lump Sum**
	5.1: Issued for Bid Documents	2	12	8	12		4	8	4		$10,484.00				$10,484.00	
	5.2: Pre-Bid Meeting	4	4	4	8						$5,040.00				$5,040.00	
	5.3. Conformed Documents	2	12	8	12		4	8	4		$10,484.00				$10,484.00	
6	**Construction Administration**	**8**	**40**	**40**	**24**	**240**	**0**	**0**	**0**	**0**	**$65,480.00**	**$0.00**	**$0.00**	**$0.00**	**$65,480.00**	**NTE**
	6.1: Services During Construction	8	40	40	24	240					$65,480.00				$65,480.00	
7	**As-Needed Additional Services**	**4**	**16**	**24**	**0**	**40**	**0**	**0**	**4**	**0**	**$18,132.00**	**$0.00**	**$15,000.00**	**$0.00**	**$33,132.00**	**NTE**
		4	16	24		40			4		$18,132.00		$15,000.00		$33,132.00	
	TOTALS	**67**	**226**	**180**	**104**	**492**	**88**	**172**	**78**	**0**	**$271,758.00**	**$1,000.00**	**$49,340.00**	**$23,857.33**	**$345,955.33**	

EXHIBIT B

January 20, 2025

SHEOAH WATER MAIN

To
Meera McKie, PE
Engineer

Carollo
200 E Robinson St, Ste 1400
Orlando, FL 32801

(407) 455-3798

Proposal for Surveying and Mapping Services

Dear Meera,

We appreciate your consideration of L&S Diversified, LLC to provide professional surveying services for the above-mentioned project. Below we have outlined the scope of services, cost, and schedule for the project.

Project Understanding

To assist Carollo in the design for the AC Water Main Replacement Scope L&S will perform Subsurface Utility Excavations-Quality Level "A" test holes at locations determined by the client along Sheoah Blvd, from SR434 to Shepard Rd; this scope includes a total of up to 25 test holes, consisting of up to 20 soft excavation locations and up to 5 hard excavation locations.

Additionally, we will deliver a Topographic Survey and Subsurface Utility Designation-Quality Level "B" on an area along the intersection of Sheoah Boulevard and Shepard Road as designated by the client, see Exhibit A-Survey Limits.

A contingency option for additional survey items that might be required will be established for up to $15,000.



Attachments and Exhibits

- Exhibit A-Survey Limits
- Proposal Fee Table

SURVEYING SCOPE OF SERVICES

L & S Diversified will provide all labor, equipment and resources necessary to provide the following scope of services.

Survey Control

L & S will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).

Topographic Survey (50-Grid and/or Cross Sections)

The Topographic Survey will include the horizontal location and elevation of all above ground improvements, utilities, and accessible gravity systems, along an area approximately 11,400 sq ft. on the intersection of Sheoah Blvd and Shepard Rd, as described in Exhibit “A”-Survey Limits.

The survey will be displayed at 1-foot contour intervals.

Survey Deliverables

- Survey(s) in Civil 3D 2024
- Survey(s) in PDF

Printed hard copies will be billed at an additional cost.

SUB-SURFACE UTILITY SCOPE OF SERVICES

Subsurface Utility Excavation (Quality Level A)

L & S will perform up to 25 excavations at locations determined by the client; this scope included up to 20 soft excavation test holes and up to 5 hard excavations test holes.

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.

Each location will include a Sub-Surface Utility Report. The Report will include the horizontal location, pipe size, elevation, and depth of top of pipe from natural ground. The material will be noted only if visible.

A reference nail and disk, and stake will be set at ground level for each excavation.

Subsurface Utility Designation (Quality Level B)

L & S will field mark (paint & flag) all public sub-surface utility mains discovered within the additional survey limits, see Exhibit A-Survey Limits.

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.

The paint and flags will be surveyed and mapped.

*See **Sub-Surface Utility Scope Notes** below for more information on the above scope of services.*

Sub-Surface Utility Engineering Deliverables

- Field Sketches in PDF
- 811 Excavation and Design Tickets in PDF
- Sub-Surface Utility Report in PDF
- Survey of Designated Utilities in Civil 3D

Printed hard copies will be billed at an additional cost.

PROPOSED COST

See Proposal Fee Table (Page 7)

SCHEDULE

Task	Duration (Weeks)
Field	3
Office	1
QA/QC	1
Total Duration	**5**

It is anticipated that L & S Diversified will begin work on the proposed scope of services within 10 days of receipt of your executed Notice to Proceed.

The proposed cost and schedule is valid for 45 days from the date submitted.

NOTES & EXCLUSIONS

If the client desires to change the proposed scope of services an additional fee will be negotiated.

Reimbursables such as shipping, printing, or overtime will be **Billed as an Extra Cost on a Time and Materials Basis.** L & S will request approval from the client for these services.

Public entity or jurisdictional agency fees are to be paid directly by the client. 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.

Sub-Surface Utility Engineering Exclusions

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.

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

Maria Santamarina

Maria S. Santamarina
Project Manager

Client Date

Test Hole Scope Area



Topographic and SUE Scope Area



Proposal Fee Table

L&S Diversified	Survey Crew (1-2)		Survey Crew (3)		SUE Crew (1-2)		SUE Crew (3)					
	$181.00		$225.00		$189.00		$256.00					
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee			Subtotal - Hours	Subtotal - Fee
Service Item												
Survey Control	8.00	$1,448.00		$0.00		$0.00		$0.00			8.00	$1,448.00
Topographic Survey	8.00	$1,448.00		$0.00		$0.00		$0.00			8.00	$1,448.00
Utility Designation	8.00	$1,448.00		$0.00	8.00	$1,512.00		$0.00			16.00	$2,960.00
Utility Testholes	24.00	$4,344.00		$0.00		$0.00	50.00	$12,800.00			74.00	$17,144.00
	48.00	$8,688.00	0.00	$0.00	8.00	$1,512.00	50.00	$12,800.00			106.00	$23,000.00

Service Items 201-220

	Mapping Technician		PSM		Survey PM		Survey Coord		SUE Coord			
	$97.00		$234.00		$134.00		$94.00		$94.00			
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Service Item												
Survey Control	4.00	$388.00	4.00	$936.00	4.00	$536.00		$0.00		$0.00	12.00	$1,860.00
Topographic Survey	8.00	$776.00	4.00	$936.00	4.00	$536.00		$0.00		$0.00	16.00	$2,248.00
Utility Designation	4.00	$388.00	3.00	$702.00	2.00	$268.00		$0.00	4.00	$376.00	13.00	$1,734.00
Utility Testholes	8.00	$776.00	3.00	$702.00	2.00	$268.00		$0.00	8.00	$752.00	21.00	$2,498.00
	24.00	$2,328.00	14.00	$3,276.00	12.00	$1,608.00	0.00	$0.00	12.00	$1,128.00	62.00	$8,340.00

Reimbursables	Quantity										Rate	
MOT, Permits	1.00										$3,000.00	$3,000.00
Contingency	1.00										$15,000.00	$15,000.00
												$18,000.00

Total Fee	$49,340.00

EXHIBIT C

February 5, 2025

Carollo
200 Robinson Street, Suite 1400
Orlando, Florida 32801

Attention: Ms. Meera A. Joshi, E.I.

RE: Geotechnical Engineering Fee Proposal for
Sheoah Boulevard Water Main Replacement
City of Winter Springs
NADIC Proposal No. PQ.GEO-CV24041

Dear Ms. Joshi:

Nadic Engineering Services, Inc. (**NADIC**) is pleased to provide this Fee Proposal for design and construction of a proposed Water Main Pipeline Replacement along the eastern side of Sheoah Boulevard, between SR 434 and Shepard Rd, in the City of Winter Springs, Florida.

This proposal presents our understanding of the project, our recommended scope of services, cost and schedule for providing these services.

The purpose of this investigation will be to explore the soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendation for engineering design and construction effort for the proposed Water Main. Our recommended scope of services includes the following:

1) Coordinate boring location, including field reconnaissance, mark boring location at the sites.
2) Coordinate clearance and meetings with utility locators
3) Mobilize truck mounted drill rig and personnel.
4) Provide maintenance of Traffic (MOT) during the drilling operations.
5) Perform 10 Standard Penetration Test (SPT) borings to a depth of 15 feet below grade and five (5) SPT borings to a depth of 25 feet below grade.
6) Collect groundwater level measurement and estimate normal wet seasonal high groundwater table.
7) Backfill soil borings with like insitu materials removed.
8) Visually examine all recovered soil samples in accordance to ASTM D2487 and perform laboratory tests on selected representative soil samples. The laboratory testing shall include Sieve analysis, Atterberg limits, organic content and natural moisture content, as appropriate.
9) Incorporate the results of the field and laboratory testing in a formal report with engineering evaluation and recommendations for site preparation, fill placement and compaction, including:
    - Site preparation including excavation techniques, expectations, depth of removal and over excavation, safe slopes for any permanent cuts or fills, and improvements of in-situ soils, if applicable.

- Support of excavations including protection of existing adjacent utilities/structures during construction, lateral pressures for design of excavation support systems and any displacement monitoring recommendations.
- Constructability considerations including temporary excavation slopes, sheeting and shoring/cofferdams, traffic control/maintenance, excavatability, possibility of heave of excavation bottoms, and applicable dewatering issues and methods.
- Influence of expansive soils, if encountered, on foundation design and recommendations to mitigate harmful effects.
- Backfill materials including onsite availability, recommended index properties, aggregate gradations, classifications in accordance with ASTM D2487 and moisture and density compaction criteria.
- Compaction characteristics and suitability of onsite soils for use as engineered and other fills and other pertinent earthwork recommendations, including shrinkage factors.
- Possible effects of pipeline or tunnel construction on the surface and subsurface facilities in the alignment and recommended measures to control detrimental effects or ground subsidence.
- Any other geological or geotechnical recommendations considered by the geotechnical engineer to be pertinent to the project.

Schedule:

We anticipate completing the itemized work in three (3) to four (4) working weeks from your written notice to proceed. We will mobilize within four (4) days of your authorization to proceed. Field exploration should be completed within one (1) week after utility clearance. Laboratory and report preparation should be completed within three (3) weeks after completion of field work.

Service Fee:

In accordance with the proposed scope of services and unit prices, we estimate the total (Not-To-Exceed) cost for our geotechnical services to be **$23,028.05**.

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.

Limitations:

This proposal is subject to the following limitations: (1) The site is accessible to the drilling equipment assumed in this proposal. If other type of drill rig is required due to site and/or weather condition, appropriate adjustments to the fees will be made. (2) Nadic bears no responsibility for damages to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call. (3) Undisturbed samples, hydrometer, consolidation and triaxial tests are not included unless stated in Attachment A. (4) Environmental condition exploration and evaluation are not included in this study.

NADIC appreciates the opportunity of working with you, Carollo and the City of Winter Springs on this project. If you have any questions regarding this proposal, or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

NADIC ENGINEERING SERVICES, INC.



Godwin N. Nnadi, Ph.D., P.E.
Principal Engineer

Attachment: Attachment A – Computation of Geotechnical Cost

ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
SHEOAH BLVD WATER MAIN
WINTER SPRINGS, FLORIDA

Component/Unit Description	UNIT	PIPELINE	QTY	RATE	PIPELINE	TOTAL COST
I. FIELD EXPLORATION:						
1. Crew & Equipment Mobilization:						
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.		0	$750.00	$0.00	$0.00
706-MOT Portable Sign	Ea.	6	6	$55.00	$330.00	$330.00
700-MOT Arrow Board/Advance Warning Vehicle	Ea.		0	$120.00	$0.00	$0.00
708-MOT Provide Channeling Devices - Cone	Ea.	45	45	$6.00	$270.00	$270.00
712-MOT Support Vehicle	Hr.	12	12	$120.00	$1,440.00	$1,440.00
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	275	275	$22.00	$6,050.00	$6,050.00
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
9. Truck and Crew:						
Drill Rig and Crew – Truck/Mud Bug (2 person)	Hr.	3	3	$300.00	$900.00	$900.00
Drill Rig and Crew – Truck/Mud Bug (3 person)	Hr.		0	$375.00	$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.	6	6	$74.00	$444.00	$444.00
Totals for Field Exploration					$10,280.68	**$10,280.68**
II. LABORATORY TESTING:						
1. Visual - Engineer	hrs.	3	3	$98.34	$295.02	$295.02
2. Grain Size Analysis:						
822- Soils Particle Size Anlys AASHTO T88 (No Hy	Ea.	15	15	$120.00	$1,800.00	$1,800.00
812 -Soils Material Finer then 200 Sieve FM 1-T011	Ea.		0	$55.00	$0.00	$0.00
819-Soil Organic Content Ignition FM 1-T 267	Ea.	6	6	$55.00	$330.00	$330.00
826-Soil Plastic Limit & Plasticity Index AASHTO	Ea.	6	6	$55.00	$330.00	$330.00
811-Soil Liquid Limit AASHTO T89	Ea.	6	6	$55.00	$330.00	$330.00
817-Soils Moisture Content Laboratory AASHTO T	Ea.	15	15	$18.50	$277.50	$277.50
805-Soils Corrosion Series FM 5-550 through 5-553	Ea.		0	$215.00	$0.00	$0.00
Totals for Laboratory Testing					$3,362.52	**$3,362.52**
III. ENGINEERING AND TECHNICAL SERVICES:						
1. Principal Engineer	hrs.	5	5	$214.35	$1,071.75	$1,071.75
2. Senior Project Manager	hrs.		0	$181.13	$0.00	$0.00
3. Project Engineer	hrs.	30	30	$162.09	$4,862.70	$4,862.70
4. Engineer:	hrs.	15	15	$98.34	$1,475.10	$1,475.10
5. Senior Engineering Technician	hrs.	15	15	$74.00	$1,110.00	$1,110.00
6. Senior CADD/GIS Support	hrs.	10	10	$86.53	$865.30	$865.30
7. Secretarial/Clerical:	hrs.		0	$54.36	$0.00	$0.00
Totals for Engineering and Technical Services					$9,384.85	**$9,384.85**
Totals for all Services					$23,028.05	**$23,028.05**

CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Fairway Oaks Stormwater Pipe Relining Project

SUMMARY

On April 14, 2025, the City Commission approved the bid by Cathcart Construction to repair the existing 42-inch CMP inflow pipe in the Fairway Oaks subdivision. Impacts from Hurricane Milton caused a portion of the pipeline to become dislodged requiring replacement. During the course of this repair work, a preconstruction investigative video revealed several cracks in the pipe causing significant inflows from the surrounding groundwater. If left unrepaired, a similar situation would result requiring complete replacement of the pipeline running from the adjacent roadway to the receiving stormwater pond. Rather than preemptively replace the entire pipeline at a significantly high cost, staff recommends the placement of 175 LF of 42 inch diameter CIPP liner in the amount of $119,900.00.

FUNDING SOURCE

The funding source for this project will be provided by 3rd Generation Sales Tax revenue. The $119,900.00 task order proposal fee is derived from "The Interlocal Purchasing System" (TIPS) cooperative purchasing program supplemental agreement between the City and Vortex Companies, LLC.

RECOMMENDATION

Staff requests the City Commission approve a task order submitted by Vortex Services, LLC in the amount of $119,900.00 for the installation of 175 lineal feet of 42 inch diameter stormwater pipe liner.

To:	City Of Winter Springs	**Contact:**	Kevin Monser
Address:	1126 East SR 434	**Phone:**	407.327.5996
		Email:	kmonser@winterspringsfl.org
Project Name:	FL – Winter Springs – 1208 Oxbow Lane Pipe Investigation	**Bid Number:**	2506747-T
Project Location:	1208 OxBow, Winter Springs, FL	**Bid Date:**	6/10/2025

Figured using TIPS contract# 23110201

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
I.1B.013	42" X 13.5mm - CIPP Steam / Water Cure	175.00	LF	$455.00	$79,625.00
I.1B.027	42" Additional 1.5mm - CIPP Steam / Water Cure (18mm)	525.00	LF	$15.00	$7,875.00
I.20A.014	Mobilization - Florida	1.00	EACH	$5,500.00	$5,500.00
I.4B.026	Diver - Day Rate For Dive Team, Underwater Power Tools & Video (Day Rate) - To Cut Ends Of Liner	1.00	EACH	$3,750.00	$3,750.00
I.6A.072	Lid Removal / Replacement / Modification	1.00	EACH	$9,250.00	$9,250.00
I.4A.001	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	1.00	EACH	$1,000.00	$1,000.00
I.4A.012	Operate 4" Pumping System Per Pump	2.00	DY	$625.00	$1,250.00
I.4A.013	Operate 4" Hoses - includes up to 20' of suction & 1,000' of lay flat	2.00	DY	$600.00	$1,200.00
I.4A.032	Tear down 4" pump and piping including 1000 feet of bypass discharge line	1.00	EACH	$1,000.00	$1,000.00
I.4B.020	Diver - Mobilization Over 100 Miles	1.00	EACH	$200.00	$200.00
I.4B.021	Diver - Pipe Cleaning / Dredging To Install Plug	2.00	HR	$225.00	$450.00
I.4B.022	Diver - Installation 1st Plug-60inch And Smaller (removal Same As Install)	2.00	EACH	$1,150.00	$2,300.00
I.5A.049	Vactor Truck Services, Billed Port To Port, 5 HR Minimum (Estimated)	10.00	HR	$335.00	$3,350.00
I.5A.050	CCTV Truck Services, Billed Port To Port, 5 HR Minimum (Estimated)	10.00	HR	$315.00	$3,150.00

Total Bid Price: $119,900.00

Notes:

- The Cleaning and CCTV is quoted Hourly, Billable hours will be based on actual hours worked (including port to port). 5 hour minimum will be billed per day
- Proposal includes standard signs and cones. Any additional maintenance of traffic (MOT) needed will be provided by Others.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days

- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- Mainline CIPP lining must be completed structure to structure.
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at $450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- Once our CIPP liner is installed, we will provide post cctv video to show the final CIPP product immediately. One light jetter pass will be included before running the camera down the final CIPP liner. If a final project post cctv is required at the end of the project, it can be provided at an additional rate.
- It is assumed that the current condition of the host pipe can be lined. Any repairs that maybe required in order to line the pipe will be will provided by Others.
- Grouting infiltration prior to installing liner, is not included in our pricing. If required, must be completed by others.
- If a certified P.E. thickness design is required, please add $850 per each diameter.
- Dewatering includes having divers set a 24-48inch pipe plug at the outfall and using a 4" pump to dewater.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Vortex Services LLC** **Authorized Signature:** _____ **Estimator:** Tommy Robertson 407-509-6633 trobertson@vortexcompanies.com

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT ("**Agreement**") is made and entered into this 28th day of June, 2023, by and between the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation ("**City**" or "**Owner**") and **VORTEX COMPANIES, LLC**, a limited liability company authorized to transact business in the State of Florida, with offices located at 5910 Hartford St., Tampa, Florida 33619 ("**Vortex**" or "**Contractor**"), (collectively, "**the parties**"). The City and Vortex agree as follows:

The City of Winter Springs is a member of **The Interlocal Purchasing System** ("**TIPS**"), a government cooperative purchasing program with its principal place of business located at 4845 U.S. Hwy 271 North, Pittsburg, Texas 75686.

The parties agree that Vortex Companies, LLC, is an authorized TIPS vendor, with an active Vendor Agreement in place with TIPS. The Vendor Agreement between TIPS and Vortex is contained within three documents: the TIPS Vendor Agreement for RFP 201104 Part 1 (purchases of parts, supplies, and maintenance and repair services not considered construction work), attached hereto as **Exhibit A** and incorporated herein by this reference; the TIPS Vendor Agreement for RFP 201104 Part 2 (construction projects), attached hereto as **Exhibit B** and incorporated herein by this reference; and the TIPS Pricelist for RFP 201104 Pipe Bursting, attached hereto as **Exhibit C** and incorporated herein by this reference (collectively the "**Vendor Agreements**").

Pursuant to the City's Purchasing Policies and the City's TIPS membership, the City may utilize the existing Vendor Agreements between TIPS and Vortex to purchase equipment, supplies, and maintenance and repair services and contract for the construction services provided by Vortex under the same terms, conditions, and pricing already agreed upon between TIPS and Vortex in the TIPS Vendor Agreements and Pricelist.

Pursuant to the TIPS Vendor Agreements between TIPS and Vortex, the City may enter into a Supplemental Agreement with Vortex to modify the terms and conditions of and add additional terms and conditions to the TIPS Vendor Agreements. Accordingly, notwithstanding the requirements that the TIPS Vendor Agreements contained in **Exhibit A**, **Exhibit B**, and **Exhibit C**, are fully binding on the parties, the parties have agreed to modify certain provisions of and add supplemental provisions to the TIPS Vendor Agreement as applied to this Supplemental Agreement between the City and Vortex, as follows:

A. **Terms.** Notwithstanding anything in Exhibits A, B, or C, to the contrary, the following terms shall be substituted throughout the TIPS Vendor Agreements: "TIPS Member" shall refer to the City of Winter Springs and "Vendor" shall refer to Vortex Companies, LLC.

B. **Task Orders.** The City and Vortex agree that the precise scope of services to be performed by and purchases to be furnished by Vortex under this Agreement shall be delineated on an as-needed basis through the issuance of Task Orders. Individual Task

Orders shall contain information regarding project specifics, such as the time of substantial completion for construction projects, an enumeration of the products to be ordered, and a description of the work to be performed. Prices set forth in individual Task Orders shall be consistent with the Exhibit C Pricelist.

C. **Term of Agreement.** Notwithstanding anything in Exhibits A, B, or C, to the contrary, the term of this Agreement between Vortex and the City of Winter Springs shall take effect on the date of its execution by the City and Vortex ("**effective date**"). The term of this Agreement shall be for two (2) years from the effective date, with an option for renewal extension for an additional two (2) consecutive one (1) year terms.

D. **Indemnity.** Vortex shall indemnify and hold harmless the City, its officers, employees, agents, engineers, and city attorneys (individually and in their official capacity) from liability, losses, damages, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Vortex, and persons employed or utilized by Vortex in the performance of this Agreement.

Vortex specifically assumes potential liability for actions brought by Vortex's own employees against the City and, solely for the purpose of this indemnification and defense, Vortex specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the Vortex to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its officers, employees, and city attorneys which may covered by this indemnification. In all events the City and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

E. Notice. Notices to City shall be delivered to:

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

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on

the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

F. Force Majeure. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Vortex's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

G. Conflict of Interest. Vortex agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the City's Personnel Policies.

Vortex hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the Vortex to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

Pursuant to Section 216.347, Florida Statutes, Vortex hereby agrees that monies received from the City pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

H. **Additional Assurances.** No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and

No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

I. **Safety.** Vortex shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the Vortex shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Vortex shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

i. All employees on the project site and other persons who may be affected thereby.
ii. All the Work and all materials or equipment to be incorporated t herein, whether in storage on or off the project site.
iii. Other property at the project site or adjacent thereto.

Vortex shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Vortex shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

J. **Work is a Private Undertaking.** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Vortex is such that the Vortex is an independent contractor and not an agent of the City. The Vortex, its contractors, partners, agents, and their employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Vortex, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

K. **Third-Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vortex.

L. **Prohibition Against Contingent Fees.** Vortex warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vortex, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vortex, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

M. **No Joint Venture.** 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 party.

N. 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 Contractor 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 the contract without penalty to the City. The City Contractor 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 City Contractor utilizes Subcontractors the following shall apply:

i. Contractor 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.

ii. Contractor 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.

iii. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

O. Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Vortex and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the City or Vortex. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Vortex is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's City Manager. Upon request by the City, the Vortex shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Vortex be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Vortex to grant

such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Vortex fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Vortex's failure to comply with this Section, the City shall collect from Vortex prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Vortex. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Vortex's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Vortex acknowledges that the City is a Florida municipal corporation and subject to the Florida Public Records Law. Vortex agrees that to the extent any document produced by Vortex under this Agreement constitutes a Public Record; Vortex shall comply with the Florida Public Records Law.

IF VORTEX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VORTEX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-6560, City Clerk's Office, 1126 East State Road 434, Winter Springs, Florida 32708, or City-Clerk-Department@winterspringsfl.org.

P. **Attorney Fees.** Unless otherwise expressly provided in this Supplemental Agreement, should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees whether at settlement or trial, or on appeal.

Q. **Sovereign Immunity.** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Vortex agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would

otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

R. **Severability.** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

S. **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 Contractor 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 the contract without penalty to the City. The City Contractor 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 City Contractor utilizes Subcontractors the following shall apply:

i. Contractor 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.

ii. Contractor 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.

iii. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

T. **Governing Law and Venue.** This Agreement and any Task Orders issued hereunder are made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Seminole County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. Vortex's surety is bound by this provision.

U. Order of Precedence. In case of any inconsistency in any of the documents bearing on the Agreement between the City and Vortex, the inconsistency shall be resolved by giving precedence in the following order:

i. Any Task Order issued pursuant to this Agreement.
ii. This Agreement and any addenda hereto.
iii. Exhibit C, the TIPS Pricing sheet.
iv. Exhibits A and B, the original TIPS Vendor Agreement with Vortex.

Any inconsistency in the work description shall be clarified by the City and performed by Vortex.

V. Insurance. During the term of this Agreement, Vortex shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by Vortex to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

i. Vortex shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect Vortex from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by Vortex or by anyone directly employed by or contracting with Vortex.

ii. Vortex shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by Vortex or by anyone directly or indirectly employed by Vortex.

iii. Vortex shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the City pursuant to this Agreement.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the City by Vortex upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation

or modification of any stipulated insurance coverage. The City and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, Vortex shall require Vortex's insurance carriers to waive all rights of subrogation against City and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

Contract Provisions Applicable to Construction Projects Only

V1. **Site Conditions.** Vortex acknowledges that it has studied, considered, and anticipated in its price schedule all costs of any nature related to: performance of the work under Florida weather conditions; applicable law, licensing, and permitting requirements; the Project site conditions, including but not limited to, subsurface site conditions; and the terms and conditions of the contract documents, including, but not limited to, the indemnification and no damage for delay provisions of the contract documents.

W. **Contract Time.** All provisions regarding Contract Time are essential to the performance of this Contract. For each Task Order, the Contract Time shall be established using the following provisions:

i. The Work shall be substantially completed within _____ (____) calendar days after the date when the Contract Time begins to run. The Work shall be finally completed, ready for Final Payment within _____ (____) calendar days after the actual date of Substantial Completion. The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

If applicable to the particular Work required by this Agreement, Float time is allocated specifically to the Contractor's responsibility for coordination of utility relocations as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time and also extend the Project Schedule's Critical Path.

In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Task Order.

X. Invoices and Progress Payments. Invoices shall be submitted, referencing this Agreement and any Task Order to:

City of Winter Springs
Finance Department – Accounts Payable
1126 East State Road 434
Winter Springs, Florida 32708

In addition, the following shall govern with respect to Progress Payments: No payments shall be made where a Payment and Performance Bond is required herein until City receives a certified copy of the recorded Bond, if applicable. City shall make progress payments on account of the contract price to Vortex, on the basis of application for payments submitted to the City or City's Project Manager, by Vortex, as the work progresses, and in accordance with the contract documents.

Progress payments may be withheld if:

i. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

In each Task Order, the OWNER shall (____) designate or (____) not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

In each Task Order, OWNER shall identify the _____ [INSERT INDIVIDUAL AGENT OR CITY DEPARTMENT] as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER.

In each Task Order, the OWNER shall further identify _____, Attn: _____, as the agent that must approve payment requests prior to their submission to OWNER, if applicable.

Y. **Final Payment; Change Orders.** City shall withhold up to 5% of the contract price throughout the project in accordance with the Local Government Prompt Payment Act. The retainage amount withheld may be released with the Final Payment after the issuance of a Final Completion Certificate. Consent of surety is required for final payment. OWNER shall make final payment to Vortex within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Vortex has delivered to City all close-out documentation.

The City, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

a. By mutual acceptance of a lump sum.
b. By unit prices named in the contract or subsequently agreed upon.
c. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work, and an equitable deduction from the Contract Price will be made therefor by Change Order.

Z. **Waiver.** By making payments, City does not waive claims including, but not limited to those relating to:

i. Faulty work appearing after substantial completion has been granted;
ii. Work that does not comply with the contract documents;
iii. Outstanding claims of liens;
iv. Failure of Vortex to comply with any guarantees required by the contract documents.

AA. **Omitted.**

BB. **Interpretation.** At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the City at its sole discretion will interpret the intent of the Contract Documents and Vortex hereby agrees

to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City.

CC. **Brand Name Materials.** Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Vortex will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the City. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and Vortex certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Vortex must notify the City in writing prior to use of the substitute for a specified brand name and allow the City to make a determination before Vortex uses the substitute.

DD. **Termination.** The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the City reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Vortex defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the Vortex shall have such time as is reasonably necessary to remedy the default, provided the Vortex promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

ii. Vortex is adjudicated bankrupt or makes any assignment for the benefit of creditors or Vortex becomes insolvent, or is unable or unwilling to pay its debts; or

iii. Vortex has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

iv. Vortex has committed any act of fraud upon the City; or

v. Vortex has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

vi. Vortex is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy City may have under this Agreement.

In the event of an uncured default by Vortex, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to City's damages.

EE. **Designation of Project Manager or Architect or Landscape Architect: Duties and Authority.**

The duties and authority of the City are as follows:

i. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties, the City Manager or their authorized representative is the City's Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.

ii. **Inspections, Opinions, and Progress Reports**. The City shall be kept familiar with the progress and quality of the work by Vortex and may make periodic visits to the work site. The City will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the Vortex's failure to perform the work in accordance with the Contract Documents.

iii. **Access to Worksite for Inspections**. The City shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the Vortex from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, Vortex shall give the

City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, Vortex shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

iv. **Interpretation of Contract Documents**: Decisions on Disputes. The City will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Vortex and City.

v. **Rejection and Stoppage of Work**. The City shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

vi. **Payment Certificates**. The City will determine the amounts owing to Vortex as the work progresses, based on Vortex's applications and City's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

vii. **City Reviews and Status**. The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the Vortex of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Vortex of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and Vortex expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the Vortex if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Vortex, for any of the foregoing purposes, be deemed the agent of the City.

City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City's, during the term of work entered into under this Agreement. Vortex's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

FF. Vortex's duties and rights in connection with the project herein are as follows:

i. **Responsibility for Supervision and Construction**. Vortex shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. Vortex shall supervise and direct the work and give it all attention necessary for such proper supervision and direction.

ii. **Discipline and Employment**. Vortex shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

iii. **Furnishing of Labor, Materials, etc**. Vortex shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

iv. **Payment of Taxes: Procurement of Licenses and Permits**. Vortex shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Vortex warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for Vortex to undertake the contract work.

v. **Guarantee.** The Vortex hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The Vortex shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the Vortex warrants to the City, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will

strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Vortex will provide written guarantee for work and materials for one (1) calendar year after acceptance by City. The one (1) period is not a limitation upon manufacturer warranties or Vortex's payment and performance Bond(s).

v. **Project Site.** Vortex shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involves modifications to any existing structure(s) or other man-made feature(s) on the project site, Vortex shall also review all as-built and record drawings, plans, and specifications of adjacent work which Vortex has been requests from the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by Vortex resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

GG. **Corporate Representations**. Vortex hereby represents and warrants to the City the following:

i. Vortex is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

ii. The undersigned signatory for Vortex has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and

performance hereof by Vortex has been duly authorized by the board of directors and/or president of Vortex. In support of said representation, Vortex agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

iii. Vortex is duly licensed under all local, state and federal laws to provide the work contemplated by this Agreement. In support of said representation, Vortex agrees to provide a copy of all said licenses to the City prior to the execution of this Agreement.

HH. **Bond.** Vortex shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit D** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 110% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Vortex shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds shall be included in the Contract Price.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF WINTER SPRINGS:

By: _____
PHILIP HURSH
Interim City Manager

Date: 6/29/2023

ATTEST:

_____
CHRISTIAN GOWAN
City Clerk

Date: 6/29/2023

CITY OF WINTER SPRINGS INCORPORATED 1959 SEMINOLE COUNTY, FLORIDA

CONTRACTOR:

Vortex Services, LLC

By: _____

Print name/title: Shawn Ready - Senior RVP

Date: 06/26/2023

[CONTINUED TO NEXT PAGE]

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 26th day of June, 2023, by Shawn Ready, the Senior RVP of Vortex Services, LLC, who is personally known to me or who produced _____ as identification and who did take an oath.

_____
(Notary Public Signature)

Sheila Hilson
Comm.:HH 172267
Expires: Sept. 29, 2025
Notary Public - State of Florida

Sheila Hilson
(Print Name)
Notary Public, State of Florida
Commission No.: HH172267
My Commission Expires: 09/29/2025

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D
PERFORMANCE BOND FORM

Bond No. _____

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

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

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

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

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

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

   B. Pay OWNER all losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees under sections 627.428 or 627.756, Florida Statutes, including costs and attorney's fees on appeal that OWNER sustains resulting directly or indirectly from

any breach or default by Principal under the Contract, and

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

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

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

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

B. **Tender a completing CONTRACTOR acceptable to OWNER.** Tender a CONTRACTOR, together with a contact for fulfillment and completion of the Contract executed by the completing CONTRACTOR, to the OWNER for the OWNER's execution. OWNER's discretion to approve Surety's completing CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the contract and is not affiliated with the Principal. OWNER's discretion to approve CONTRACTOR as the completing CONTRACTOR and to approve the tendered contract shall be in OWNER's sole and absolute discretion. Upon execution by the OWNER of the contract for fulfillment and completion of the Contract, the completing CONTRACTOR must furnish to the OWNER a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the OWNER for the Project

by the Principal. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The OWNER will pay the completing CONTRACTOR from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. To the extent that the OWNER is obligated to pay the completing CONTRACTOR sums which would not have been due and payable to CONTRACTOR under the Contract (any sums in excess of the then remaining Contract balance less any sums due the OWNER under the Contract), the Surety must pay the OWNER the full amount of those sums at the time the completing CONTRACTOR tenders an invoice to the OWNER so that the OWNER can utilize those sums in making timely payment to the completing CONTRACTOR; or

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

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

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

4. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to those duties set forth herein above, the Surety must promptly pay the OWNER (i) all losses, costs and expenses resulting from the Principal's breach(es) or default(s), including, without limitation, fees (including attorney's fees pursuant to sections 627.428 or 627.756, Florida Statutes and related costs), expenses and costs for architects, ENGINEERs, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the Contract, for lost use of the Project, plus (iii) reprocurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.

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

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

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

SURETY:

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

PRINCIPAL:

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

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

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

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

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

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

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

12. **MISCELLANEOUS.**

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

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

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

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

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

LABOR AND MATERIALS PAYMENT BOND

Bond No. _____

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

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

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

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

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

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

2. **CLAIMS**. Claims made under this bond shall be made pursuant to provisions of Section 255.05, Florida Statutes, and applicable law. Therefore, a claimant, except a laborer, who

is not in privity with the Principal shall, before commencing or not later than 45 days after commencing to furnish labor, services, or materials for the prosecution of the work, furnish the Principal with written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, services, or materials shall deliver to the Principal and to the surety written notice of the performance of the labor or delivery of materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to the rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with Principal which includes sums for retainage must specify the portion of the amount claimed for retainage.

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

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

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

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

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

8. **MISCELLANEOUS.**

A. The Surety agrees that this labor and materials payment bond shall afford the

OWNER and all claimants under the Contract with all of the protections and rights afforded under Florida Statutes and under common law.

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

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

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

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

CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Execution of the Subrecipient Agreement for the Police Station Safe Room Project under the Community Development Block Grant Disaster Recovery (CDBG-DR) Hazard Mitigation Grant Match Program (HMGMP).

SUMMARY

The City of Winter Springs previously submitted two grant applications for the Police Station Safe Room project. The first grant application, which will fund 75% of the project costs, was submitted through the Hazard Mitigation Grant Program (HMGP) sponsored by the Federal Emergency Management Agency's (FEMA), and administered by the Florida Division of Emergency Management (FDEM). The second grant application, which will fund the remaining 25% of the project costs, was submitted through the Hazard Mitigation Grant Match Program (HMGMP) sponsored by the U.S. Department of Housing and Urban Development's (HUD), and administered by Florida Commerce.

The City has already received a fully executed HMGP grant agreement from the FDEM for the implementation of Phase I services (i.e., engineering design and permitting services).

The City has recently received the HMGMP grant agreement from FloridaCommerce (Commerce Agreement No. HI006). City staff is hereby requesting City Commission approval and execution of the HMGMP grant agreement by the Mayor. Once the document is City-executed, it will be returned to FloridaCommerce for full execution. Upon receipt of a fully executed HMGMP grant agreement, the City will be able to procure professional services for the design and permitting of the project.

FUNDING SOURCE

U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Hazard Mitigation Grant Match Program (HMGMP), administered by FloridaCommerce. Any initial funds will come from the 303 Public Facilities Capital Projects fund and then be subsequently reimbursed.

RECOMMENDATION

City staff is hereby requesting City Commission approval and execution of the HMGMP grant agreement by the Mayor.

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Hazard Mitigation
Grant Match Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and Winter Springs, Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 (Pub. L. 117-328) approved December 9, 2022 ("the Appropriations Act"). The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register ("FR") notice, 88 FR 32046 (May 18, 2023), ("Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development ("HUD") has awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code ("U.S.C.") 5301 *et seq.*) and described in the 2023 State of Florida Action Plan for Disaster Recovery ("Action Plan").

WHEREAS, Subrecipient has executed a Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM") which requires the Subrecipient to supply 25% of the required cost share or local match.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement shall be used as the Subrecipient's cost share or local match required by the HMGP Agreement.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes "Attachment A," "Scope of Work." With respect to "Attachment B," "Project Budget," and "Attachment C," "Activity Work Plan," Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. If there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to the same shall prevail at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all of its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 58, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins on July 16, 2024 and ends on October 31, 2025, as stated in the Florida Division of Emergency Management companion agreement, section 8 Period of Agreement. unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary, or designee, approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits, examinations, or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related parties' transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claims, or audits initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either: (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as "Attachment J." Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in "Attachment I," "Audit Requirements," Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this

Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within ten (10) calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Act. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in the tort monetary limits of Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in the tort monetary limits of Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Section (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result, or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO**

DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Section (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds, Commerce may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for an administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of

dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. Commerce will provide a timely written response to every citizen complaint within fifteen (15) business days of the receipt of the complaint, as expected by HUD, and will provide a resolution to the complaint, where possible, within the same 15-day period. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov. or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges, lost profits, or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five (5) years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Grant Manager for this Agreement is:

Forrest Brewton
107 E Madison St
Tallahassee, FL, 32399
Phone: 850-921-3286
Email: Forrest.Brewton@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Kevin Sweet
1126 East State Road 434
City of Winter Springs, FL 32708
Phone: 407-327-5950
Email: ksweet@winterspringsfl.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts. If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement
Attachment N – HMGP Agreement H1105 Attachment A, Budget and Scope of Work (provided for illustrative purposes)

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed **One Hundred and Eighty Five Thousand Eight Hundred and Sixty-three Dollars and Fifty Cents ($185,863.50)** subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution. Obligations to pay exceeding the annual appropriations by the Legislature shall render this Agreement *void ab initio*.

(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFF) on behalf of Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Section (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 117-328, Division L, Title II the "Department of Housing and Urban Development Appropriations Act, 2023" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however,

Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates are placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), F.S., 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. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

(a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Subrecipient certifies, by its signature to this Agreement, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for any refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. (Subrecipient-contractor), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Subrecipient shall provide a marked set with complete redactions as well as a marked set without redactions. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/

(b) In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives. All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the program-allowable national objectives and satisfy the applicable criteria as specified in the Action Plan and applicable program policies.

(a) Benefit low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership, or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power, or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venture, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment because of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venture, or partner of the State of Florida.

(e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Agreement. However, Commerce may provide training in the form of an Implementation Workshop.

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF WINTER SPRINGS		**DEPARTMENT OF COMMERCE**	
By	Signature	**By**	Signature
	Kevin McCann		
Title	**City Mayor**	**Title**	
Date		**Date**	
Federal Tax ID #			
UEI #			

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match or non-federal match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award.

These funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.

The Florida Division of Emergency Management (DEM) has awarded the City of Winter Springs $464,658.75 (exclusive of the SRMC). The local cost share, Commerce's obligation under this agreement, is $154,886.25 (exclusive of the SRMC) for a total project cost of Numerical Amount Dollars ($619,545.00) of total project cost.

2. PROJECT DESCRIPTION:

This project airms to provide a FEMA P-361 Standards safe room at the existing police station in Winter Springs, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-063-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The Sub-Recipient, City of Winter Springs, shall conduct Phase I – Design of this project, which includes the engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time.

Project Locations:

ID#	Location	Coordinates
1	300 North Moss Road Winter Springs, FL 32708	28.704006761110332, -81.3046757880919
2		
3		
4		
5		
6		
7		
8		
9		
10		

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within thirty (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager along with the Policy Review Checklist provided by Commerce:

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
E. Comply with all terms and conditions of the subrecipient agreement, Hazard Mitigation Grant Match Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
F. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copy of the procurement solicitation document along with the Commerce Procurement Checklist, to Commerce Grant Manager ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review.
G. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
H. Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Grant Administration

Tasks that are eligible for reimbursement are as follows:

1. Maintain financial records related to project activities on-site.
2. Attended a pre-bid conference, bid opening, or preconstruction meeting.
3. Grant management to include invoicing, record keeping, prepare and award a bid to a vendor
4. Maintain project files.
5. Prepared and submitted detailed monthly and quarterly reports to Commerce.
6. Responded to citizens' complaints.

B. Deliverable No. 2 – Activity Delivery

Tasks that are eligible for reimbursement are as follows:

1. Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act and carry out any mitigation measures required as a result to the Environmental Review findings.
2. Develope policies for the Recipient to adopt related to special conditions listed in this subgrant agreement.
3. Prepared procurement documents.
4. Prepared list, in accordance with 2 CFR Part 200.321, of business entities that operate in the Recipient's area.
5. Prepared and submitted public notices for publications.
6. Conducted a Fair Housing activity.
7. Reviewed contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
8. Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
9. Prepared documentation for or participated in monitoring visits in person or virtual monitoring with Commerce.
10. Prepared financial activity for submission to Commerce.
11. Prepared and submit Section 3 reports to Commerce.
12. Prepared subgrant modification document for submission to Commerce for review and approval.
13. Prepared responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
14. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

C. Deliverable No. 3 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

1. Create a full design package(s), signed, and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
3. Conducting Phase I – Design of the project, which includes the engineering designs and calculations, surveys, permitting, and notices.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Grant Administration		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Grant Administration activities as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Grant Administration task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable, and by submittal of the folowing: 1) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 Cost- $9,293.18
Deliverable No. 2 – Activity Delivery		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Activity Delivery activities as identified in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Activity Delivery task on a per completed task basis as detailed in Section 4.B of this Scope of Work; evidenced by submittal invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable, and by submittal of the following: 1) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 2 Cost- $21,684.07
Deliverable No. 3 – Engineering Services		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Engineering Services tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.C of this Scope of Work, evidenced by submittal of the following documentation: 1) Certification by a licensed professional certifying	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

	completion of engineering design, working drawings and associated cost estimates, if applicable; 2) Certification by a licensed professional certifying acquisition of all required permits, if applicable; 3) Invoice package in accordance with Section 7 of this Scope of Work.	
		Deliverable 3 Cost- $154,886.25
		Total Project Costs Not to Exceed $185,863.50

6. COMMERCE'S RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
B. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
    2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
    3) A copy of all supporting documentation for vendor payments.
    4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement, including but not limited to copies of timesheets related to any applicable deliverables.

C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
   1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.

D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Management Reporting Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Grant Administration					
2. Activity Delivery					
3. Engineering Services					
4. Construction					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering -		
		EXAMPLE: Deliverable 2 – Conduct Environmental Review		
		EXAMPLE: Deliverable 3 – Construction		

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's review for all procurement solicitations and professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services. Subrecipient must submit the following to Commerce Grant Manager for review:
   a. copy of the solicitation document
   b. copy of advertisement
   c. draft copy of the contract

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. <u>If Commerce has not issued an Authority to use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.</u> **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED "THE AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

9. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s) to being work, copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:

a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 88, No. 96/Thursday, May 18, 2023/Notices. Notwithstanding the foregoing, Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304I(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number https://fedgov.dnb.com/webform/

Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Business Entities

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75 and its related regulations in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

4. Section 3 Benchmarks and Reporting

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds and non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of HUD funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
C. The Clean Air and Water Act: If this Contract is more than $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

XIV. Additional Regulations

A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.
C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (P.L.) 103-227, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal

money, Contractor shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community per FR Vol. 90, No. 40.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and

telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the

regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

   Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work (Attachment A)*** , ***Project Budget (Attachment B) and Activity Work Plan (Attachment C).***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

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

2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse ("FAC") as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits
   342 Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*($185,863.50)*
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided as CDBG-DR/HMGP matching funds to provide a FEMA P-361 Standards safe room at the existing police station in Winter Springs, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-063-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform its obligations in accordance with 24 CFR Part 58.
4. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
5. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
6. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 – Procurement of recovered materials.

(K) See 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement') is made and entered by and between the City of Winter Springs (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (CDBG-DR Program) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or the Small Business Administration (SBA) (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (DOB) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (Subsequent DOB Proceeds). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF WINTER SPRINGS		**DEPARTMENT OF COMMERCE**	
By	_____	**By**	_____
	Signature		Signature
	Kevin McCann		_____
Title	**City Mayor**	**Title**	_____
Date	_____	**Date**	_____

Attachment N – HMGP Agreement, Attachment A, Budget and Scope of Work

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide a FEMA P-361 Standards safe room at the existing police station in Winter Springs, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-063-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Winter Springs, shall conduct Phase I – Design of this project, which includes the engineering designs and calculations, surveys, permitting, and notices. **No construction activities are approved at this time.** The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide a safe room for absolute protection to first responders at the existing police station located at 300 North Moss Road, Winter Springs, Florida 32708. Coordinates (28.703977, -81.304862).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval.

The design proposed for Phase II scope shall include constructing a new stand-alone safe room adjacent to the existing building, but structurally separated, to serve as an Emergency Operations Center (EOC). The proposed safe room shall provide 2,200 square feet (SF) to attend an occupancy of 55 police officers/first responders. Additionally, the project also includes the installation of a permanent diesel generator. The generator shall have a capacity of 200 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriate support the facility; and an Automatic Transfer Switch (ATS), fuel tank and appurtenances. The City of Winter Springs currently lacks a secure and resilient space for city personnel and first responders to monitor conditions and coordinate responses during a hurricane or severe weather event involving high winds, risking their lives to remain on duty inside structures that have not been properly hardened. The project shall allow first responders to remain on duty during and after a storm to continue coordinating operations to help the community.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance Addendum. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance

requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing engineering designs to be presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, study, engineering, design, public notices, and/or permitting associated with the design of a FEMA P-361 Standards structure. Verification shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Copy of permit(s), notice of commencement.

b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.

c) Signed and sealed Operations and Maintenance (O&M) Plan, which shall incorporate FEMA P-361, include required components, and submitted for review.

d) Any structural and non-structural design peer review reports as required by FEMA P-361 (as applicable).

e) Construction Plans and bid documents for FEMA 361 compliance.

f) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

g) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products to be utilized.

h) Color maps including topographical, aerial, and ground disturbance.

i) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

j) Color photographs of the project area.

k) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.

l) Proof of compliance with Project Conditions and Requirements contained herein.

m) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by subcontractors and pay subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical

assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, to implement protection measures by constructing a new stand-alone safe room in accordance with FEMA P-361 standards and installing a permanent diesel generator on North Moss Road, Winter Springs, Florida 32708.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance Addendum. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit Engineering plans and bidding documents prepared to complete the project. Wind protection shall be provided on any opening such as vents, louvers, and exhaust fans. All installation shall be in strict compliance with the FEMA P-361 specifications, and all proposed materials shall be certified to meet wind and impact standards.
2) Design documents shall provide a detailed description that includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
3) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction Materials and Labor.
4) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further

understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

D) Environmental:

1) Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

2) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for re-evaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

4) The following Environmental and Historic Preservation review documentation shall be provided:

   a) Color maps including topographical and aerial with the project location clearly marked.

   b) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

   c) Color photographs of any area with ground disturbance (electronic).

   d) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work must be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-063-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on July 16, 2024; and the Period of Performance for this project shall end on **October 31, 2025**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	6	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**15**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$601,500.00	$451,125.00	$150,375.00
Initial Agreement Amount:	**$601,500.00**	**$451,125.00**	**$150,375.00**
***Contingency Funds:	$18,045.00	$13,533.75	$4,511.25
Project Total:	**$619,545.00**	**$464,658.75**	**$154,886.25**
****SRMC**			
SRMC:	$5,977.25	$5,977.25	
SRMC-Pre-Award:	$25,000.00	$25,000.00	
SRMC Total:	**$30,977.25**	**$30,977.25**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

******* This project has an estimated $18,045.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request*

should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of $0.00.

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $30,977.25 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $25,000.00, with a start date of **August 2, 2023.***

Funding Summary Totals

Federal Share:	$464,658.75	(75.00%)
Non-Federal Share:	$154,886.25	(25.00%)
Total Project Cost:	**$619,545.00**	**(100.00%)**
SRMC (100% Federal)	$30,977.25	

CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

North Orlando Subdivision - Sidewalk Improvements

SUMMARY

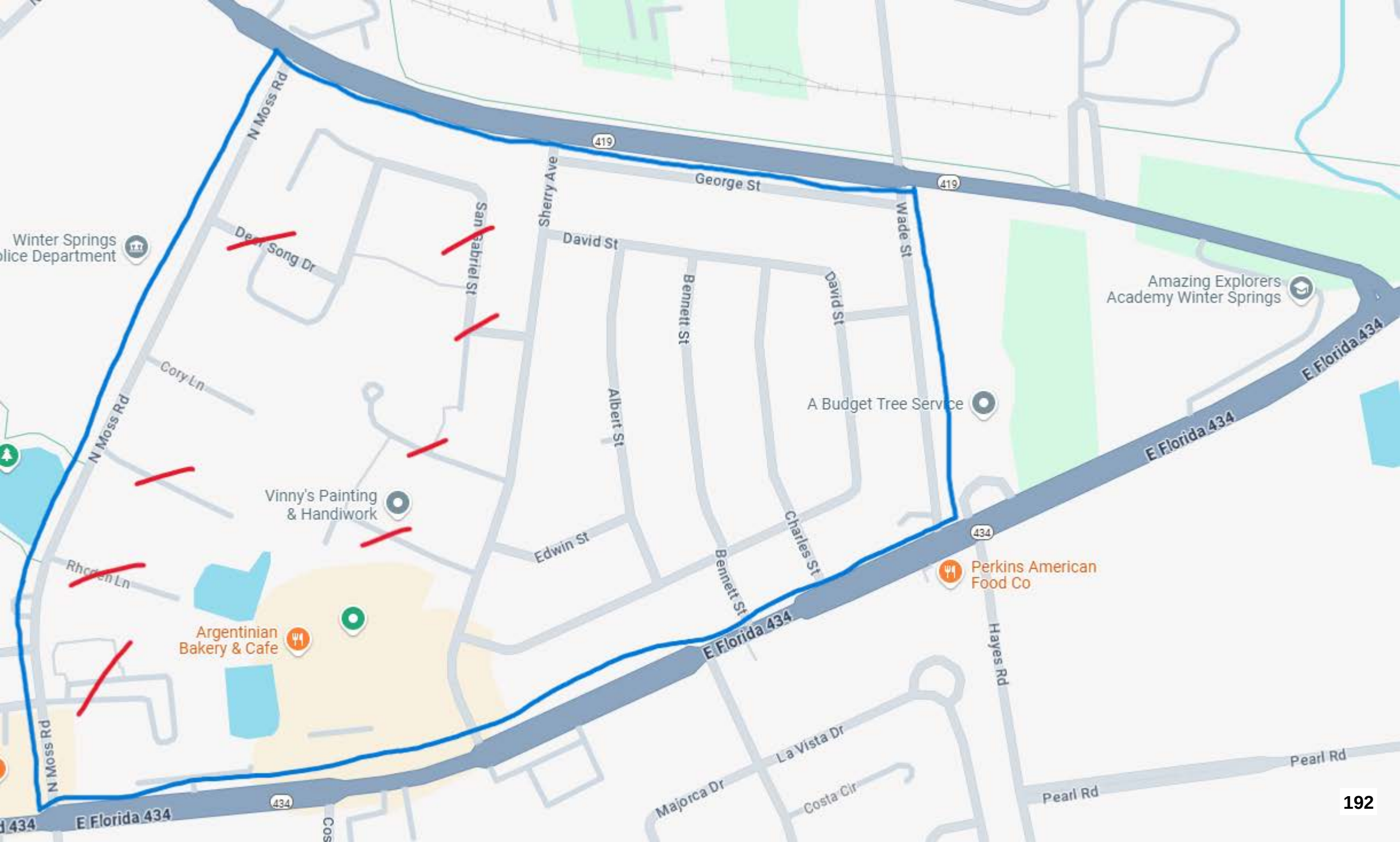
Staff has conducted a thorough field inspection and subsequently coordinated a proposal for the replacement of damaged and non-compliant sidewalks within the North Orlando Subdivision. The proposed sidewalk improvements are part of an overall, ongoing initiative to improve the Citywide Sidewalk System in compliance with current design standards and related 1990 American with Disabilities Act (ADA) requirements.

FUNDING SOURCE

The funding source for this sidewalk improvement project is provided by the Transportation Improvement Fund CIP - Sidewalks . The $99,025.05 task order fee proposal is derived from the City's piggyback rider agreement with Huffman, Inc., DBA NuWave Concrete and their original agreement with Seminole County, Florida (IFB-604269-22/LNF).

RECOMMENDATION

Staff requests City Commission approval of a Task Order for Huffman, Inc., DBA NuWave Concrete to provide sidewalk repair and replacement services located within the North Orlando Subdivision in the amount of $99,025.05.


N Moss Rd
419
George St
Sherry Ave
Wade St
David St
Bennett St
Albert St
Charles St
Edwin St
Cory Ln
Vinny's Painting & Handiwork
A Budget Tree Service
Amazing Explorers Academy Winter Springs
Winter Springs Police Department
E Florida 434
434
Perkins American Food Co
Argentinian Bakery & Cafe
Hayes Rd
La Vista Dr
Majorca Dr
Costa Cir
Pearl Rd

IFB-604269-22/LNF

Seminole County PiggyBack Contract

MOSS RD TO 419 TO SR434 SIDEWALKS REPAIRS

6/5/2025

				Huffman, Inc. / NuWave Concrete	
PAY ITEM NUMBER	**ITEM DESCRIPTION**	**UNIT**	**PLAN QTY**	**CONTRACT UNIT BID PRICE**	**COST**
110-4-10	Removal of Existing Concrete	SY	1,413.76	12.00	16,965.07
522-1	Sidewalk Concrete (4" Thick)	SY	1,354.42	53.00	71,784.38
522-2	Sidewalk Concrete (6" Thick)	SY	59.33	64.00	3,797.33
SUB TOTAL					**$ 92,546.78**
County Mobilization along Major Roads (2%)					**1,850.94**
County Approved Mainteenance of Traffic along Major Roads (5%)					**$ 4,627.34**
TOTAL PROJECT COST					**$ 99,025.05**

John J Garcia
General Manager
Huffman Inc
DBA NuWave Concrete

Sidewalk Repair Request

MOSS RD to 419 to SR434 SIDEWALKS REPAIRS

MOSS RD to 419 to SR434 SIDEWALKS REPAIRS	Tripstop	4"				6"					
6/5/2025	4'	SW Lgth	SW With	Area of 4"	Area of 4"	SW Lgth	SW With	Area of 6"	Area of 6"	# of Trees	Comments
	EA	LF	LF	SF	SY	LF	LF	SF	SY	EA	
Moss Rd				0	0.00			0	0.00		
North Bound		320	5	1600	177.78			0	0.00		
		12	6	72	8.00			0	0.00		
		22	4	88	9.78			0	0.00		
		30	5	150	16.67			0	0.00		
South Bound		75	5	375	41.67			0	0.00		
		168	4	672	74.67			0	0.00		
		5	5	25	2.78			0	0.00		
Sherry Ave			4	0	0.00			0	0.00		
From 419 to San Gabriel St		44.7	4	178.8	19.87			0	0.00		
		45	4	180	20.00			0	0.00		
Edwin St			4	0	0.00			0	0.00		
411		11	4	5	0.56	7	4	28	3.11		
Sherry Ave			4	0	0.00			0	0.00		5-Jun
201		4	4	16	1.78			0	0.00		
205		6	4	24	2.67			0	0.00		
219		10	4	40	4.44			0	0.00		
221		5	4	20	2.22			0	0.00		
229		10	4	40	4.44			0	0.00		
233		39	4	156	17.33			0	0.00		
Albert St			4	0	0.00			0	0.00		
226		24	4	96	10.67			0	0.00		
224		32	4	128	14.22			0	0.00		
222		35	4	140	15.56			0	0.00		
218		16	4	64	7.11			0	0.00		
216		8	4	32	3.56			0	0.00		
214		27	4	108	12.00			0	0.00		
212		8	4	32	3.56			0	0.00		
210		13	4	52	5.78			0	0.00		
208		9	4	36	4.00	9	4	36	4.00		
202		19	4	76	8.44			0	0.00		
200		15	4	60	6.67			0	0.00		
105		29	4	116	12.89			0	0.00		
107		14	4	56	6.22			0	0.00		
201			4	0	0.00	9	4	36	4.00		
203			4	0	0.00	5	4	20	2.22		
205		7	4	28	3.11			0	0.00		
211		5	4	20	2.22			0	0.00		
219		15	4	60	6.67			0	0.00		
221		12	4	48	5.33			0	0.00		

Sidewalk Repair Request

MOSS RD to 419 to SR434 SIDEWALKS REPAIRS

MOSS RD to 419 to SR434 SIDEWALKS REPAIRS	Tripstop	4"				6"					
6/5/2025	4'	SW Lgth	SW With	Area of 4"	Area of 4"	SW Lgth	SW With	Area of 6"	Area of 6"	# of Trees	Comments
229		114	4	456	50.67			0	0.00		
Bennett St			4	0	0.00			0	0.00		
230		30	4	120	13.33			0	0.00		
228		21	4	84	9.33			0	0.00		
218		15	4	60	6.67	5	4	20	2.22		
212		10	4	40	4.44			0	0.00		
206		15	4	60	6.67			0	0.00		
204		5	4	20	2.22			0	0.00		
201		10	4	40	4.44			0	0.00		
205		10	4	40	4.44			0	0.00		
207		11	4	44	4.89			0	0.00		
211		5	4	20	2.22			0	0.00		
217		18	4	72	8.00			0	0.00		
223		18	4	72	8.00			0	0.00		
225		17	4	68	7.56			0	0.00		
227		27	4	108	12.00			0	0.00		
229		53	4	212	23.56			0	0.00		
David St			4	0	0.00			0			
424		13	4	52	5.78			0	0.00		
500		23	4	92	10.22			0	0.00		
502		5	4	20	2.22			0	0.00		
504		21	4	84	9.33			0	0.00		
510		62	4	248	27.56			0	0.00		
512		35	4	140	15.56			0	0.00		
601		6	4	24	2.67			0	0.00		
605		10	4	40	4.44			0	0.00		
609		25	4	100	11.11			0	0.00		
617		47	4	188	20.89			0	0.00		
621		63	4	252	28.00			0	0.00		
629		6	4	24	2.67			0	0.00		
633		9	4	36	4.00			0	0.00		
635			4	0	0.00	10	4	40	4.44		
637		15	4	60	6.67	8	4	32	3.56		
641		21	4	84	9.33			0	0.00		
649		12	4	48	5.33			0	0.00		
651		17	4	68	7.56			0	0.00		
653		8	4	32	3.56			0	0.00		
655		118	4	472	52.44			0	0.00		
Charles St			4	0	0.00			0	0.00		
224		72	4	288	32.00			0	0.00		
220		25	4	100	11.11			0	0.00		
218		10	4	40	4.44			0	0.00		

Sidewalk Repair Request

MOSS RD to 419 to SR434 SIDEWALKS REPAIRS

MOSS RD to 419 to SR434 SIDEWALKS REPAIRS	Tripstop	4"				6"					
6/5/2025	4'	SW Lgth	SW With	Area of 4"	Area of 4"	SW Lgth	SW With	Area of 6"	Area of 6"	# of Trees	Comments
214		20	4	80	8.89			6	0.67		
212			4	0	0.00	14	4	56	6.22		
206		5	4	20	2.22			0	0.00		
204		18	4	72	8.00			0	0.00		
202		22	4	88	9.78			0	0.00		
200		46	4	184	20.44			0	0.00		
640		32	4	128	14.22			0	0.00		
203		29	4	116	12.89			0	0.00		
215		10	4	40	4.44			0	0.00		
219		7	4	28	3.11			0	0.00		
225		33	4	132	14.67			0	0.00		
Frank St			4	0	0.00			0	0.00		
10		93	4	372	41.33	5	4	20	2.22		
Wade St			4	0	0.00			0	0.00		
222		16	4	64	7.11			0	0.00		
212		6	4	24	2.67			0	0.00		
210		17	4	68	7.56			0	0.00		
206		18	4	72	8.00	7	4	28	3.11		
204		34	4	136	15.11			0	0.00		
306		13	4	52	5.78			0	0.00		
300		31	4	124	13.78			0	0.00		
George St			4	0	0.00			0	0.00		
400		40	4	160	17.78			0	0.00		
402		14	4	56	6.22	12	4	48	5.33		
404		19	4	76	8.44	10	4	40	4.44		
406		6	4	24	2.67			0	0.00		
408		16	4	64	7.11	4	4	16	1.78		
410		16	4	64	7.11			0	0.00		
412		36	4	144	16.00			0	0.00		
414		11	4	44	4.89			0	0.00		
500		7	4	28	3.11	12	4	48	5.33		
502		20	4	80	8.89			0	0.00		
504		9	4	36	4.00			0	0.00		
510		13	4	52	5.78						
516		26	4	104	11.56	11	4	44	4.89		
David St											
618		69	4	276	30.67			0	0.00		
610		41	4	164	18.22	4	4	16	1.78		
606		8	4	32	3.56			0	0.00		
604		7	4	28	3.11			0	0.00		
602		11	4	44	4.89			0	0.00		
600		20	4	80	8.89			0	0.00		

Sidewalk Repair Request

MOSS RD to 419 to SR434 SIDEWALKS REPAIRS

MOSS RD to 419 to SR434 SIDEWALKS REPAIRS	Tripstop	4"				6"				# of Trees	Comments
6/5/2025	4'	SW Lgth	SW With	Area of 4"	Area of 4"	SW Lgth	SW With	Area of 6"	Area of 6"		
509		8	4	32	3.56			0	0.00		
			4	0	0.00			0	0.00		
			4	0	0.00			0	0.00		
TOTALS	-	2,943.70		12,189.80	1,354.42	132.00		534.00	59.33		

PIGGYBACK RIDER WITH NUWAVE CONCRETE FOR
CONCRETE REPAIR, REPLACEMENT, AND INSTALLATION SERVICES

THIS "PIGGYBACK" RIDER AGREEMENT FOR CONCRETE REPAIR, REPLACEMENT, AND INSTALLATION SERVICES ("Agreement") is made and entered into this 12th day of June, 2024, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 ("City"), and HUFFMAN INC., DBA NUWAVE CONCRETE, a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at 2240 Northumbria Drive, Sanford, Florida 32771 ("Contractor"). The City and Contractor agree as follows:

1. The Purchasing Policies of the City of Winter Springs allow for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to "piggyback" an existing government contract, without the need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Contractor has entered into a contract with Seminole County, Florida, (the "Original Government Agency") said contract being identified as **TERM CONTRACT FOR CONCRETE SIDEWALK, DRIVEWAYS, CURB RAMPS, CURB & GUTTER, AND TRAFFIC SEPARATOR, CONSTRUCTION AND REPAIRS (IFB-604269-22/LNF), between Seminole County, Florida, and Huffman Inc., dba NuWave Concrete, dated June 30, 2022** (said original contract being referred to as the "Original Government Contract").

2. The Original Government Contract, including all associated Contract Documents, Exhibits, and Attachments as defined in the Original Government Contract, is incorporated herein by reference and is attached as **Exhibit "A"** to this Agreement. The Invitation for Bid associated with the Original Government Contract, for Solicitation No. IFB-604269-22/LNF is incorporated herein by reference and is attached as **Exhibit "B"** to this Agreement. All terms and conditions set forth in the Original Government Contract (Exhibit "A") and Invitation for Bid (Exhibit "B") are fully binding on the parties, and said terms and conditions are incorporated herein except to the extent expressly modified herein.

a. Notwithstanding anything to the contrary, the following terms shall be substituted throughout the Original Government Contract, Exhibit "A," and Exhibit "B." "Seminole County" shall be substituted by "City of Winter Springs." All references to the "County" shall be replaced with references to the "City." All references to the County's representative staff members shall be replaced with references to the City of Winter Springs City Manager or his or her designee.

b. Notwithstanding anything in Exhibits "A" or "B" to the contrary, the City has not estimated the amount of the contract or Purchase Orders anticipated for the initial term. The Contractor specifically agrees to adhere to the contract pricing offered in the Original Government Contract without a guaranteed or estimated contract amount provided.

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

d. Invoices shall be submitted, referencing this contract and any Release, Purchase, or Task Order to:

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

e. The term of this Agreement with the City of Winter Springs shall take effect on the date of execution by the City and Contractor ("Effective Date") and shall continue through June 30, 2026 ("Initial Term"), or until all outstanding Purchase, Release, or Task Orders issued prior to the expiration of this Agreement have been either completed or terminated. Following the expiry of the Initial Term, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each.

f. Notwithstanding anything in Exhibits "A" or "B" to the contrary, the Contractor shall utilize and apply the most recent edition of the "Florida Department of Transportation (F.D.O.T.) Design Standards and Standard Specifications for Road and Bridge Construction" in performing work under this Agreement, as may be amended from time to time. Division II "Construction Details" and Division III "Materials" of the most recent Design Standards and Standard Specifications shall be incorporated by reference in the Standard Specifications included in the Invitation for Bid. To the extent of any conflict between the Standard Specifications in the Invitation for Bid and the most recent FDOT Design Standards and Standard Specifications, the most recent FDOT Design Standards and Standard Specifications shall control unless otherwise approved in writing by the City's Project Manager.

g. Order of Precedence.

The Original Government Contract shall be amended to provide that the Contract Documents shall consist of: (1) this Piggyback Rider Agreement; (2) the Original Government Contract, together with all exhibits, attachments, and duly executed amendments; and (3) Solicitation documents for solicitation No. IFB-604269-22/LNF together with all addenda thereto issued by the Original Government Agency; and (4) any and all Specifications, Amendments, Purchase Orders, Task Orders, Change Orders, and/or Field Orders issued after the Effective Date of this Agreement by the City of Winter Springs.

The order of precedence will be as follows in the event of a conflict among the Contract Documents: properly executed Purchase Orders, Change Orders, Field Orders, and/or Amendments issued after the Effective Date of this Agreement; this Piggyback Rider Agreement; the Original Government Contract; and Invitation for Bid for Original Solicitation No. IFB-604188-21/LNF documents, with all addenda thereto. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Winter Springs unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Winter Springs.

h. Insurance.

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

Certificate Holder address shall read:

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

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

i. Public Records.

Section 25 of the Original Government Contract shall be amended to additionally include:

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

If Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the

City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Article.

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

i. Notices to the City shall be delivered to:

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

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

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

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

iv. The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail

to resolve their differences through mediation, any cause of action filed hereunder shall be filed in the Circuit or County Court for Seminole County, Florida.

v. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, fire, flood, windstorm, explosion, riot, war, sabotage, strike (except involving Contractor's labor force), extraordinary breakdown of or damage to City's facilities, court injunction or order, federal and/or state law and/or regulation, or order by any other regulatory agency, provided that the prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days or longer, either party may terminate this Agreement. Monetary damages will not be awarded to Contractor in the event of Force Majeure.

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

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

k. Response Time.

Section B1.(b) of the Scope of Services included as an exhibit to Exhibit "A," shall be stricken and replaced with the following:

Prior to beginning construction, the Contractor shall obtain a Right-of-Way Excavation Permit, as required by the City of Winter Springs Code of Ordinances Section 17-76. Associated permit fees will be waived.

l. Services.

Notwithstanding anything in Exhibits "A" or "B" to the contrary, for all Purchase, Release, or Task orders issued pursuant to this Agreement, the Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the unit price schedule contained in Exhibit "A" and send the thus developed "Task Proposal" to the City. The maximum unit prices, as applicable, that can be charged under this Agreement by Contractor, unless otherwise agreed by the City in writing, are set forth in Exhibit "A." The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Winter Springs unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Winter Springs.

m. Indemnification.

Section 16 of the Original Government Contract shall be deleted and replaced with the following:

CONTRACTOR shall indemnify and hold harmless the CITY, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the CITY, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

n. Bond Forms.

Rather than using the Performance and Payment Bond Forms included in the Invitation for Bid for Seminole County, the Payment Contractor shall execute and deliver to the City the Payment, Performance, and Maintenance Bonds attached hereto as Exhibit "C" as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract, except that the City Manager or City Commission may exempt the Contractor from executing Payment and Performance Bonds for Release Orders with a total contract price less than $200,000. For any Release Orders in which the City Commission or City Manager has specifically exempted the Contractor from executing a performance and payment bond, prior to receiving the final ten percent (5%) payment hereunder, Contractor shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against Contractor resulting from completion of the Work. The Contractor shall provide a certified list of all subcontractors, laborers, and material suppliers to the City within twenty (20) days of

receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.

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

CITY:

Philip Hursh, Interim City Manager

Date: 6/12/24

HUFFMAN INC.,
DBA NUWAVE CONCRETE

Print Name: ROBERT A. HUFFMAN
Print Title: PRESIDENT
Date: 6/7/24

ATTEST:

Christian Gowan, City Clerk

CITY OF WINTER SPRINGS INCORPORATED 1959 SEMINOLE COUNTY, FLORIDA

CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Approval of the Minutes from the Monday, June 9, 2025 City Commission Regular Meeting

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission review and approve the Monday, June 9, 2025 City Commission Regular Meeting minutes as presented.

CITY COMMISSION
REGULAR MEETING MINUTES

UNAPPROVED

MONDAY, JUNE 09, 2025 AT 6:30 PM

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

CALL TO ORDER
Mayor Kevin McCann called the Regular Meeting of Monday, June 9, 2025 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 Cade Resnick, present
Commissioner Paul Diaz, present
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin A. Sweet, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Kyle Stewart led the invocation followed by the Pledge of Allegiance.

No changes were made to the agenda and the agenda was adopted.

AWARDS AND PRESENTATIONS
100) Recognizing the Class 5A Florida High School Athletic Association Softball State Champion Team from Winter Springs High School

Mr. Scott Gomrad, Director of Athletics and Coach Farrah Gordon highlighted the accomplishment of the Winter Springs Softball Team who recently won the state championship.

Mayor McCann noted a proclamation would be prepared and presented to Winter Springs High School in recognition of this achievement.

INFORMATIONAL AGENDA
200. Not Used

PUBLIC INPUT
Mayor McCann opened Public Input.

Mr. Jacob Benton, 125 West Panama Road, Winter Springs requested assistance with speed calming to increase safety in his neighborhood for children.

Ms. Leah Weisman, 113 Brookshire Court, Winter Springs noted a recent meeting she had with staff and Commissioner Baker to address accessibility concerns in Central Winds Park.

Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs shared concerns about holding meetings during the day and submitted her comments for the record.[1].

Mayor McCann closed Public Input.

CONSENT AGENDA

300) Intent to Award ITB 04-25-02 PH Creek Sediment Removal Services

No discussion.

[1] Attached to the end of these minutes.

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301) Fairway Oaks Pond Sediment Removal Concurrent with Previously Approved 42-Inch Inflow Storm Sewer Pipe Repair

No discussion.

302) Approval of the Monday, April 28, 2025 City Commission Regular Meeting Minutes

No discussion.

303) Approval of the Monday, May 12, 2025 City Commission Regular Meeting Minutes

No discussion.

"MOTION TO APPROVE CONSENT AGENDA AS PRESENTED." MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO. DISCUSSION.

VOTE: DIAZ (AYE); BRUCE (AYE); BAKER (AYE); RESNICK (AYE); CARUSO (AYE)
MOTION CARRIED 5-0.

PUBLIC HEARINGS AGENDA
400) Sutton Crossings Right-of-Way Vacation: Approval of Resolution 2025-07

Ms. Terrilyn Rolle, Director, Community Development Department introduced the item, briefly reviewed the requested right-of-way vacation request, and noted the previous approval of final engineering at the May 12 Commission Meeting.

Mayor McCann opened the Public Hearing for Item 400.
No one addressed the Commission.
Mayor McCann closed the Public Hearing for Item 400.

"MOTION TO APPROVE ITEM 400." [APPROVE RESOLUTION 2025-07 VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY LYING EAST OF TUSKAWILLA ROAD AND NORTH OF MICHAEL BLAKE BOULEVARD, RESULTING IN THE VACATED RIGHT-OF-WAY BEING CONVEYED TO THE ADJOINING PROPERTY OWNERS, EPB ENGINEERING & CONSTRUCTION PLLC AND BLUE ORANGE HOLDINGS LLC.] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO. DISCUSSION.

VOTE: BRUCE (AYE); BAKER (AYE); RESNICK (AYE); CARUSO (AYE); DIAZ (AYE)
MOTION CARRIED 5-0.

401) First Reading of Ordinance 2025-12: Adopting the Map and Description of the Recommended Commission Districts

"MOTION TO READ BY TITLE ONLY." MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO. DISCUSSION.

MOTION PASSED WITH UNANIMOUS CONSENT.

Attorney Garganese read Ordinance 2025-12 by title, reviewed the role of the Districting Commission and the process of amending the districts to make the populations as equal as possible. Attorney Garganese further noted the retention of the East Central Florida Regional Planning Council (ECFRPC) to assist in the process and the unanimous recommendation of the Districting Commission to select Scenario #4 as described in the Districting Commission Report. Finally, Attorney Garganese noted the timeframe for adoption provided by the City Charter and noted further the Commission's

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requirement to adopt the proposed districts unless a legal problem was present with the proposed map.

Brief discussion followed on voting age population (VAP), optimal population ranges, standard deviations of which Scenario #4 had the smallest, and the growth of the city's population.

Mayor McCann opened the Public Hearing for Item 401.
No one addressed the Commission.
Mayor McCann closed the Public Hearing for Item 401.

"MOTION TO APPROVE ITEM 401 AS PRESENTED." [HOLD A PUBLIC HEARING AND APPROVE THE FIRST READING OF ORDINANCE 2025-12.] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

VOTE: BAKER (AYE); RESNICK (AYE); CARUSO (AYE); DIAZ (AYE); BRUCE (AYE)
MOTION CARRIED 5-0.

REGULAR AGENDA
500) Matters Related to Boards & Committees and Florida League of Cities Policy Committees

Following discussion on preferred committees, City Clerk Christian Gowan noted the following agreed upon assignments:

- Mayor Kevin McCann to serve on the Finance and Taxation Committee
- Deputy Mayor Cade Resnick to serve on the Intergovernmental Relations, Mobility, & Emergency Management Committee
- Commissioner Paul Diaz to serve on the Municipal Operations Committee
- Commissioner Victoria Bruce to serve on the Utilities, Natural Resources, & Public Works Committee
- Commissioner Sarah Baker to serve on the Development. Code Compliance, & Redevelopment Committee

"MOTION TO APPROVE ITEM 500 RELATED TO FLORIDA LEAGUE OF CITIES POLICY COMMITTEE ASSIGNMENTS AS NOTED (ABOVE)." MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER. DISCUSSION.

VOTE: RESNICK (AYE); CARUSO (AYE); DIAZ (NAY); BRUCE (AYE); BAKER (AYE)
MOTION CARRIED 4-1.

City Clerk Christian Gowan noted current and upcoming vacancies on the Code Enforcement Board.

COMMISSIONER BRUCE NOMINATED MR. ART GALLO TO SERVE ON SEAT TWO OF THE CODE ENFORCEMENT BOARD BEGINNING AUGUST 1, 2025. NOMINATION WAS SECONDED BY DEPUTY MAYOR RESNICK. DISCUSSION.

MOTION PASSED WITH UNANIMOUS CONSENT.

COMMISSIONER DIAZ NOMINATED MS. JOANNE KREBS TO SERVE ON SEAT ONE OF THE CODE ENFORCEMENT BOARD BEGINNING AUGUST 1, 2025. NOMINATION WAS SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

MOTION PASSED WITH UNANIMOUS CONSENT.

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Mayor McCann noted the At-Large vacancy on the Veteran and Veteran Families Advisory Committee and previous comments about putting a veteran's family member on the committee. He noted that he had spoken to Ms. Marguerite Orf and recommended that she be appointed.

COMMISSIONER CARUSO NOMINATED MS. MARGUERITE ORF TO SERVE AS THE AT-LARGE SEAT TWO MEMBER OF THE VETERAN AND VETERAN FAMILIES ADVISORY COMMITTEE (PENDING RECEIPT AND VERIFICATION OF APPLICATION). NOMINATION WAS SECONDED BY COMMISSIONER BAKER. DISCUSSION.

MOTION PASSED WITH UNANIMOUS CONSENT.

Discussion followed on a previously mentioned board liaison policy and a desire to get information about what was occurring in city advisory boards and committees. Suggestions of potential updates from staff, the chairs of each board or committee, and the need for a set procedure were all discussed.

COMMISSIONER BRUCE MOTIONED THAT CHAIRS (OF EACH CITY ADVISORY BOARD/COMMITTEE) PROVIDE UPDATES AT EACH COMMISSION MEETING. MOTION DIED FOR LACK OF A SECOND.

Further discussion followed on the potential of the City Manager providing a regular email update to the Commission and including information or updates on boards and committees, the ability to watch all meetings and review the minutes, and potentially including minutes of the meetings in the Commission agenda packet.

No formal action was taken, however the City Commission asked that Staff consider how best to communicate the desired information and share updates going forward.

501) New Business

Commissioner Bruce asked Attorney Garganese about his review of the ponds and the city's responsibilities. Attorney Garganese noted the research he had done at the request of former Interim City Manager Phil Hursh and noted that it was not inclusive of all ponds in the city. Attorney Garganese also noted the ongoing stormwater consultant study and information that may come as a result of this study.

Further discussion followed on the topic with an agreement that an understanding of all ponds and the city's responsibilities would be beneficial. City Manager Kevin Sweet commented on the ongoing stormwater study, explained Kimley Horn's deliverables and noted that he would share this information again with the Commission so they knew what to expect. Manager Sweet further noted that this topic would not be discussed at the planned June 18th Commission Workshop but explained that a dedicated stormwater workshop was being planned for late July in advance of Kimley Horn's presentation.

Deputy Mayor Resnick requested that the City Manager provide a bi-weekly email update on things happening in City Hall to keep everyone on the same page. Manager Sweet noted that internal talks had occurred about this, discussed a potential distribution schedule for the first and third weeks of the month, and noted time would be needed to craft and distribute the final product.

Deputy Mayor Resnick asked that a discussion on the City Commission Code of Conduct be brought back for the next agenda.

Commissioner Caruso commented on the FDEP Oculus system and asked that information uploaded to the site be shared with the Mayor and City Commission.

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Commissioner Diaz noted a previous request for read-only access to financial software to obtain reports and suggested alternatively that the staff could provide regular financial reports to the Commission.
Discussion followed on legalities associated with access to the financial software, the right of the Commission to receive information, requested reports including trial balances, budget to actual reports, and fund balance reports for all funds at least quarterly, and ensuring that if reports were provided they were readable and understandable to all members, possibly including a summary.

Manager Sweet noted his experience providing year-to-date reports related to the General Funds, the high level of transparency when it came to city operations and finances, Commission approval of expenditures, and City Charter language related to the role of the City Manager versus the City Commission.

Further discussion followed on the form of government, access to information, and concerns about overburdening staff. Deputy Mayor noted that he was opposed to access to software and Commissioner Caruso noted that he did not want to receive these reports.

It was noted the City Manager would review the request for the previously identified reports – trial balances, budget to actual reports, and fund balance reports – and further discuss with the Mayor and Commissioners individually.

REPORTS

600) City Manager Kevin A. Sweet

City Manager Sweet discussed the ongoing budget process and timeline and proposed that Commissioners come in individually to discuss the budget on July 9th prior to the planned July 14th Budget Workshop.

Discussion followed on previous budget processes and concerns about individual meetings. Manager Sweet noted that staff would reach out to schedule the meetings.

Manager Sweet further thanked the Commission for their approval of the creek sediment removal which was awarded to Zulu Marine Services, noted additional NRCS funding that would be available, discussed the recent approval from the Florida Department of Environmental Protection of the In-Kind project proposal which would be used for SCADA enhancements, and noted that he had been appointed to the Florida City and County Manager's Association Fiscal and Administrative Policy Committee.

601) City Attorney Anthony A. Garganese

No report

602) City Clerk Christian Gowan

No report.

603) Seat Four Commissioner Deputy Mayor Resnick

Deputy Mayor Resnick noted calls from residents related to flooding concerns due to recent rain events, noted Parkstone flooding, reminded residents that park fields in Central Winds would be shut down for about two months, and noted a Rotary pickleball tournament planned for October 11th.

604) Seat Five Commissioner Mark Caruso

UNAPPROVED

Commissioner Caruso noted that he was happy to see the creek work would be getting underway soon and noted that he would continue to monitor the creeks.

605) Mayor Kevin McCann

Mayor McCann noted a Memorial Day pickleball tournament that had occurred at Central Winds Park, again congratulated the Winter Springs High School Softball Team on their championship, and noted that he had been appointed to serve on the Tri-County League of Cities Board of Directors.

606) Seat One Commissioner Paul Diaz

Commissioner Diaz congratulated the Winter Springs High School Softball Team for winning the state championship. Commissioner Diaz also congratulated Commissioner Baker and Bruce for their completion of the Florida League of Cities Institute for Elected Municipal Officials I (IEMO I) and noted that he was looking forward to the third session when it was offered. Finally, Commissioner Diaz noted an opportunity he had to speak at the Libertarian Party of Florida State Convention and be featured in an article in the Daytona Beach News Journal.

607) Seat Two Commissioner Victoria Bruce

Commissioner Bruce noted her recent attendance at IEMO I in Boca Raton and looked forward to IEMO II later in the year. Commissioner Bruce also noted a planned tour of spray ponds, noted nominations for Hometown Hero were open, and noted attendance at the Corridor Connect event. Finally, Commissioner Bruce noted that Mr. Art Gallo had been featured on the St. Johns River Water Management District page for his work with his HOA related to water conservation.

608) Seat Three Commissioner Sarah Baker

Commissioner Baker noted her recent attendance at IEMO I in Boca Raton as well as a recent meeting with Leah Weisman and city staff at Central Winds Park to discuss handicapped parking and accessibility concerns. Commissioner Baker also noted that Juen was Pride Month and highlighted research on mental health struggles and suicide rates in the LGBTQ+ community. Commissioner Baker asked that the City of Winter Springs commit to being an open and inclusive community.

PUBLIC INPUT

Mayor McCann opened Public Input.

Ms. Leah Weisman, 113 Brookshire Court, Winter Springs noted that workshops did not include the Commission voting on any matters, they are available to watch, and was not opposed to workshop meetings being held during the day.

Mr. Matt Benton, 414 Cedarwood Court, Winter Springs thanked all Commissioners for serving, noted the job of the Commission is to come prepared to vote, and noted a typographical error in the May 12th City Commission minutes.

Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs discussed city creeks, sediment and debris removal, and the need to discuss this issue with residents and address the causes of flooding in the city

Mayor McCann closed Public Input.

ADJOURNMENT

Mayor McCann adjourned the meeting at 9:19 p.m.

UNAPPROVED

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA, CMC
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the _____*2025* City Commission Regular Meeting.

PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Second Reading of Ordinance 2025-12: Adopting the Map and Description of the Recommended Commission Districts

SUMMARY

This item is being brought to the Commission pursuant to Section 4.02 of the Charter of the City of Winter Springs.

On February 24, 2025, the City Commission adopted Resolution 2025-03 appointing members of the 2025 Districting Commission. Per the City Charter, the Districting Commission was required to consider the following specific criteria in their recommendations for any district boundary adjustments:

- Each district shall be formed of compact, contiguous territory and its boundary lines shall follow the centerlines of streets insofar as practical or possible, or other boundaries available.
- The districts shall be based upon the principle of equal and affective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.
- The report shall include a map and the description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the City, the report shall be treated as an ordinance introduced by a commissioner.

The Districting Commission met on May 15, 2025 and discussed four proposed scenarios presented by the East Central Florida Regional Planning Council. The Districting Commission unanimously recommended the adoption of Scenario #4 (as depicted in the report and presentation) which has been incorporated into the proposed ordinance for adoption by the City Commission. Per the City Charter, the City Commission must adopt the redistricting ordinance at least 120 days prior to the next city election. The next city election will take place on Tuesday, November 3, 2026, therefore the Commission must adopt the ordinance by July 6, 2026.

First reading of this ordinance was held June 9, 2025.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends the Commission hold a public hearing and adopt Ordinance 2025-12 on second reading.

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, ADOPTING THE MAP AND DESCRIPTION OF THE RECOMMENDED COMMISSION DISTRICTS FILED WITH THE CITY COMMISSION BY THE DISTRICTING COMMISSION PURSUANT TO SECTION 4.02 OF THE WINTER SPRINGS CITY CHARTER; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Springs City Charter requires that the City be divided into five (5) geographic voting districts for purposes of electing one (1) City Commissioner from each district; and

WHEREAS, in accordance with Section 4.02 of the City Charter, the City Commission is required to periodically appoint a Districting Commission to redraw the voting districts based on population and applicable constitutional voting rights principals; and

WHEREAS, the Districting Commission is required by City Charter to recommend a voting district map to the City Commission for its consideration; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds that The voting district map recommended by the Districting Commission on May 15, 2025, is acceptable and that it is in the best interests of the citizens of Winter Springs approve said map.

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. **Voting District Map.** Pursuant to Section 4.02 of the Winter Springs City Charter, the City Commission hereby approves the voting district map recommended by the Districting Commission. Said Voting District Map is attached hereto as **Exhibit "A"** and hereby fully incorporated herein by this reference.

Section 3. **Future Elections.** The Voting District Map approved hereunder shall be used by the City for all City Commission municipal elections occurring after the effective date of this ordinance.

Section 4. **Filing of Voting District Map with City Clerk.** The Voting District Map shall not be codified into the City Charter or Code. However, a copy of the Voting District Map shall remain on file with the City Clerk's office for public inspection and/or copying.

Section 5. **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 6. **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 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 the City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

_____
Kevin McCann
Mayor

ATTEST:

_____
Christian Gowan
City Clerk

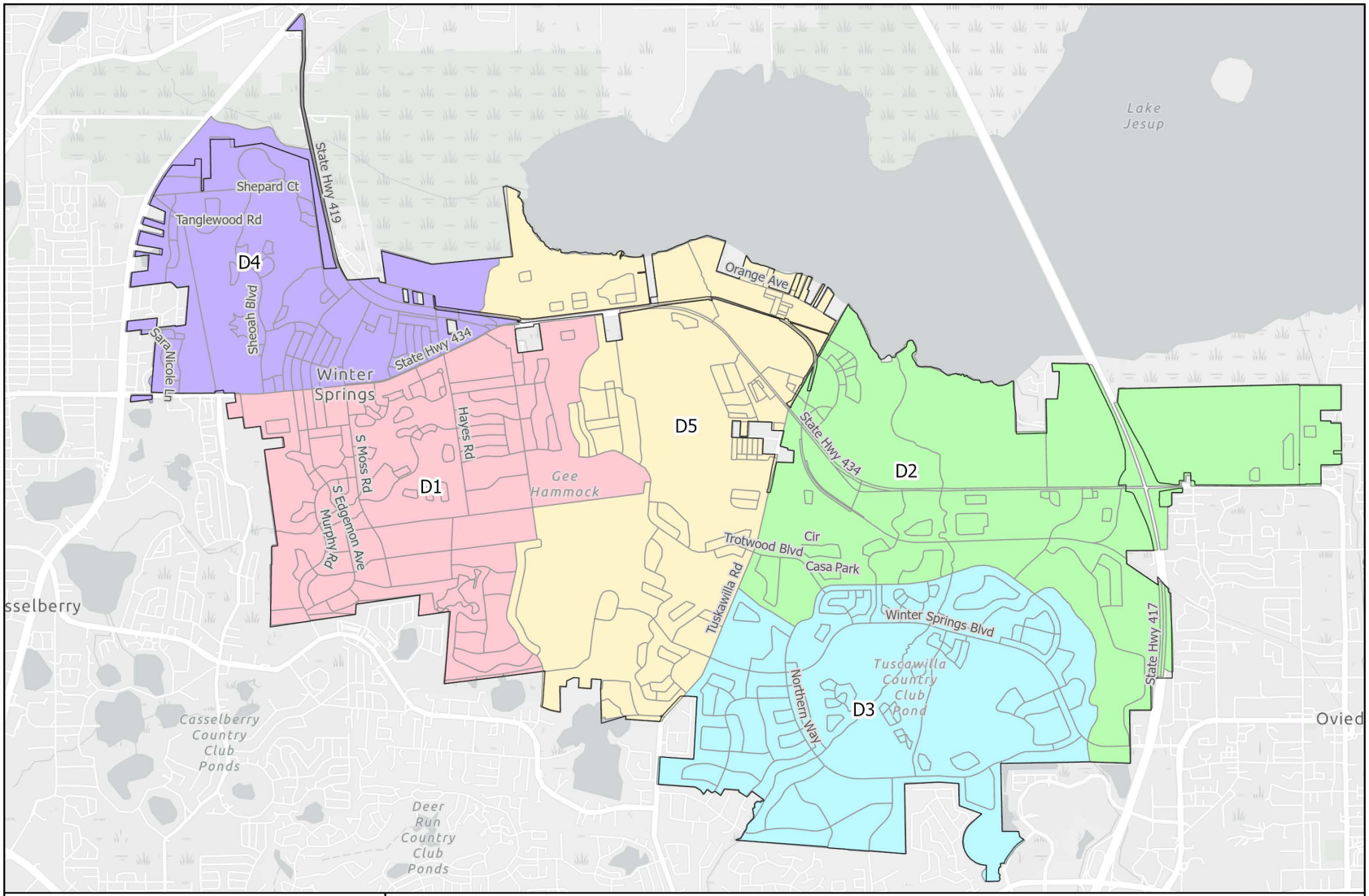
Approved as to legal form and sufficiency for
the City of Winter Springs only

_____
Anthony A. Garganese
City Attorney

Legal Advertisements: _____
First Reading: _____
Second Reading: _____
Effective Date _____

EXHIBIT A

City Commission Districting Map



City of Winter Springs
2025 Districting Commission
Recommended Boundaries

District 1
District 2
District 3
District 4
District 5

City Boundary
Census Blocks

District	VAP	Deviation VAP	Total Pop.	Deviation Total Pop.
D1	6185	0.11%	7702	1.58%
D2	6148	0.71%	7794	0.40%
D3	6181	0.18%	7607	2.83%
D4	6253	0.98%	8171	4.33%
D5	6192	0.00%	7848	0.29%
	*VAP Optimal = 6192		*Total Pop. Optimal = 7825	

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This map is intended to be used for planning purposes only and is not to be construed as a legal document. The GIS data available on this map may need field verification as it corresponds to regional scale representation. 186.803 Use of geographic information by governmental entities.--When state agencies, water management districts, regional planning councils, local governments, and other governmental entities use maps, including geographic information maps and other graphic information materials, as the source of data for planning or any other purposes, they must take into account that the accuracy and reliability of such maps and data may be limited by various factors, including the scale of the maps, the timeliness and accuracy of the underlying information, the availability of more accurate and the presence or absence of ground truthing or peer review of the underlying information contained in such maps and other graphic information. All Data created and/or reviewed by the ECFRPC.

Winter Springs Redistricting

15 May 2025



Overview

- Per Section 2.04 of the City of Winter Springs Charter, the City is required to analyze its Commission Districts every three years to account for changes in population and voting age population (VAP) within each district.
- Pursuant to federal law (see White v. Register, 412 U.S. 755, 764 [1973], and Brown v. Thomas, 462 U.S. 835, 842 [1983]), voting districts must be nearly equivalent in population, with a deviation of no more than **10%** in population (and voting age population) between the largest and smallest districts within a jurisdiction. Moreover, districts cannot be **5%** larger or smaller than the "optimal" district population. An overall range of less than 10% is considered an acceptable "minor deviation".
- Optimal Population Values
  - Voting age population – 6192
  - Total population - 7825
- Disproportionate growth initiated redistricting process



Existing Districts' Updated Populations

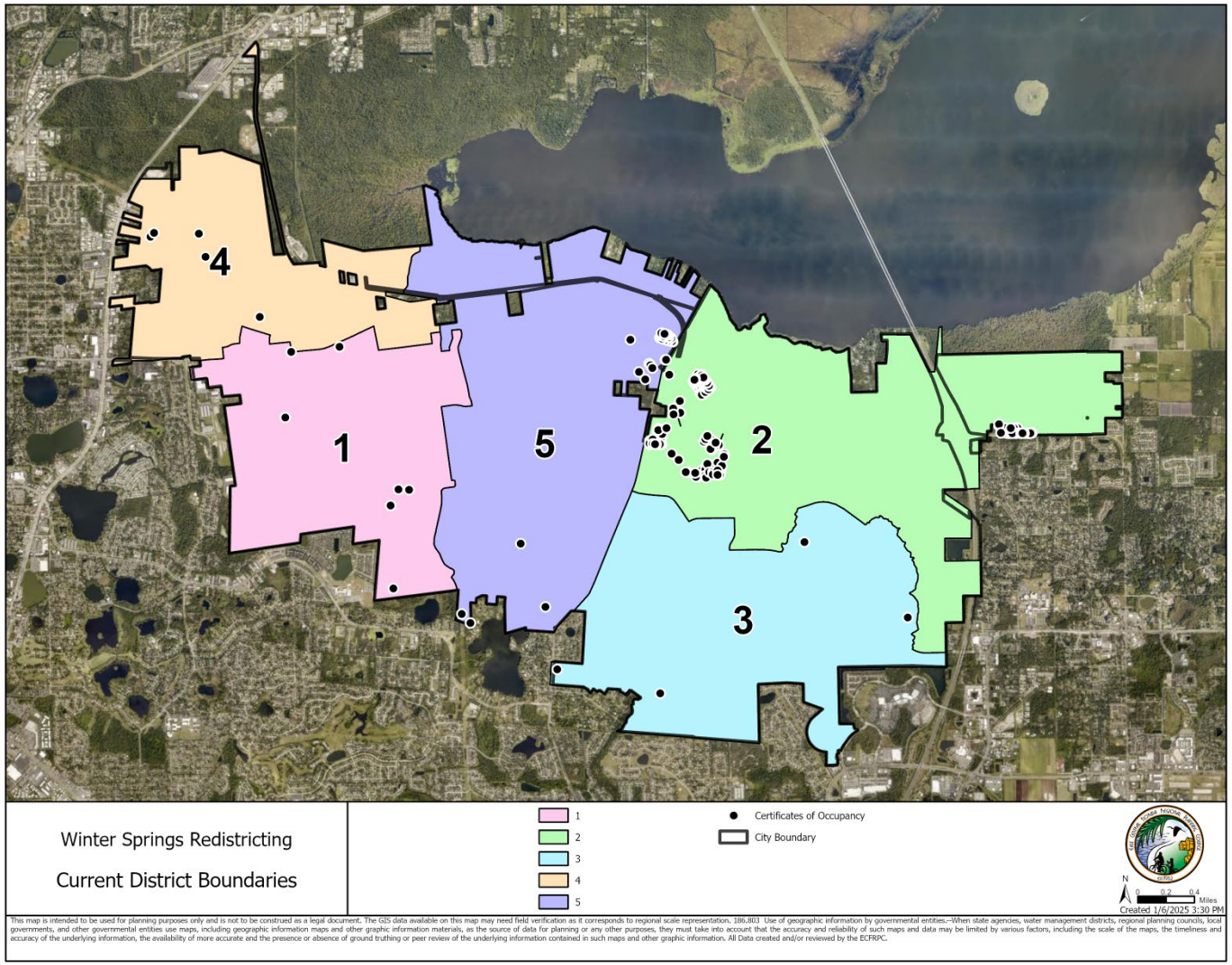
Voting Age Population					
District	VAP Population	VAP Added	New VAP	Difference	Diff%
1	6106	15	6121	-71	-1.15%
2	5960	392	6352	160	2.55%
3	5967	10	5977	-215	-3.53%
4	6013	10	6023	-169	-2.77%
5	6375	112	6487	295	4.65%
*Optimal	6192		30960	*% Diff High/Low	8.18%

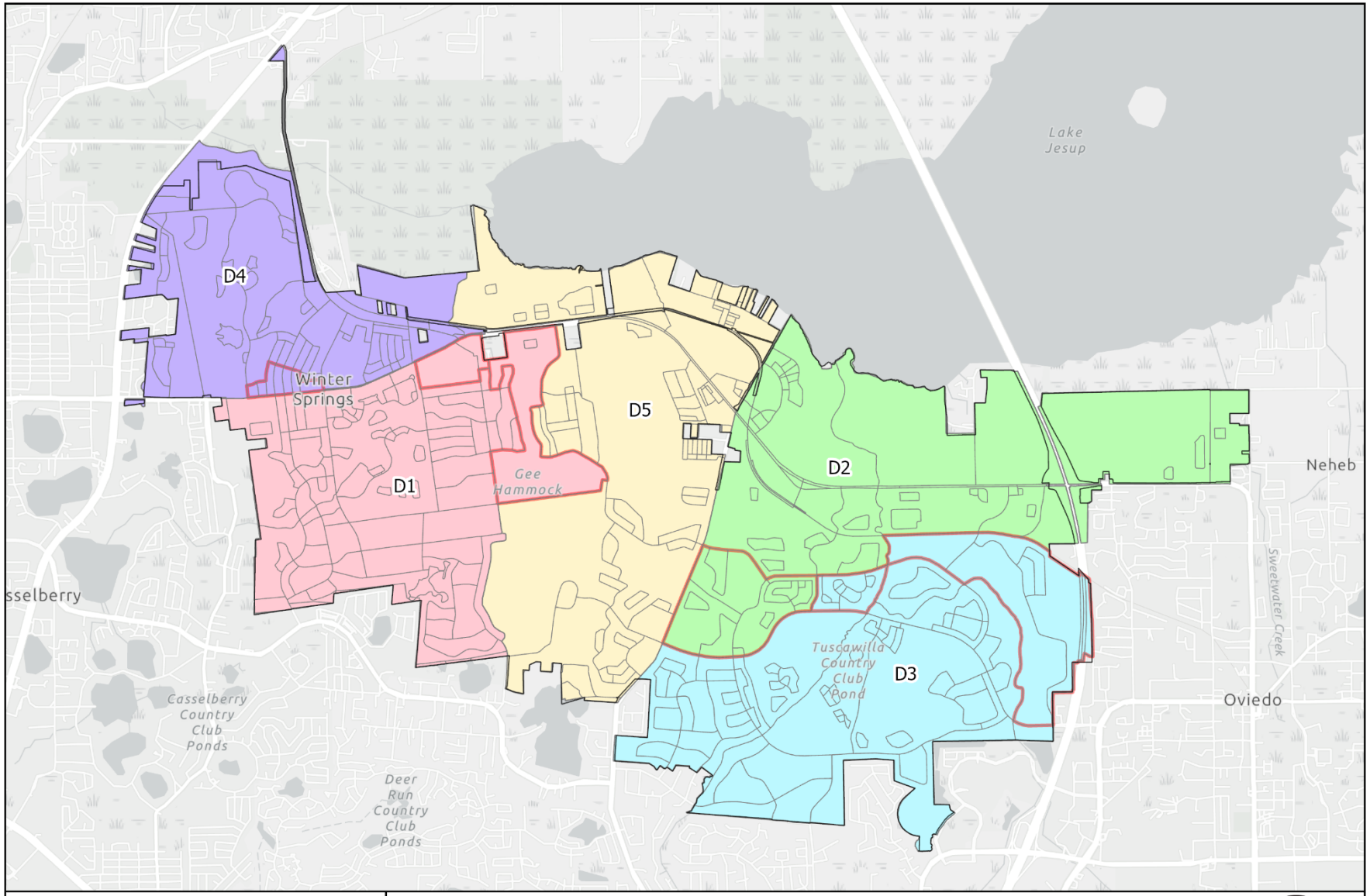
Total Population					
District	Total Population	Total Population Added	New Total Population	Difference	Diff%
1	7607	18	7625	-198.6	-2.57%
2	7446	557	8003	179.4	2.27%
3	7384	13	7397	-426.6	-5.61%
4	7859	13	7872	48.4	0.62%
5	8091	130	8221	397.4	4.95%
*Optimal	7825		39118	*% Diff High/Low	10.55%



Methodology

- Certificates of occupancy
- 2020 Census Data
- Redistricting for ArcGIS





District	VAP	Deviation	Total Pop.	Deviation
D1	6287	1.52%	7825	0.00%
D2	6164	0.45%	7806	0.24%
D3	6165	0.44%	7595	2.98%
D4	6253	0.98%	8171	4.33%
D5	6090	1.66%	7725	1.29%
Optimal	6192	**3.18%**	7825	**7.31%**

Winter Springs Redistricting

Scenario #1

District 1
District 2
District 3
District 4
District 5

Changes
City Boundary
Census Blocks

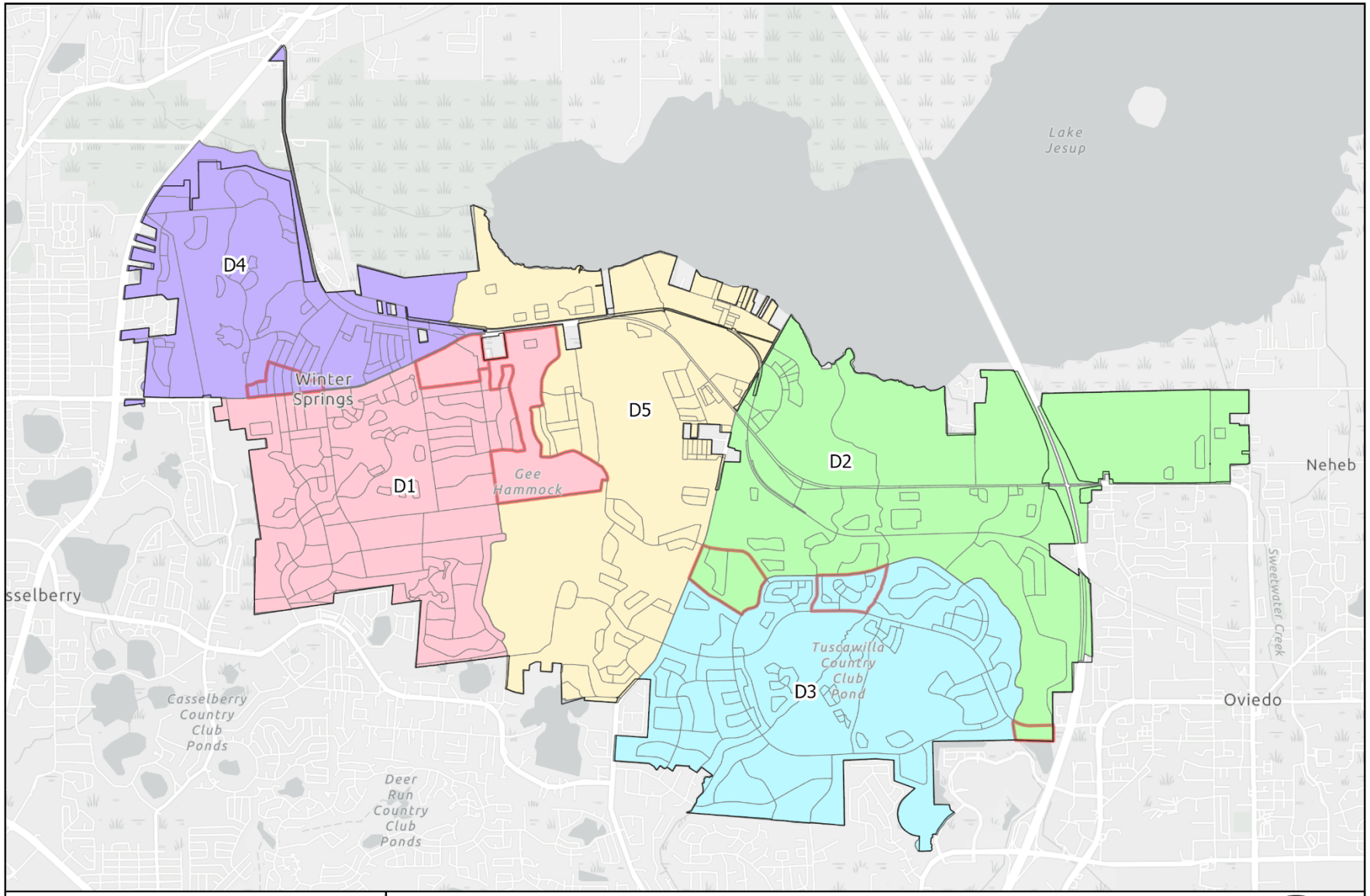
District	VAP	Deviation VAP	Total Pop.	Deviation Total Pop.
D1	6287	1.52%	7825	0.00%
D2	6164	0.45%	7806	0.24%
D3	6165	0.44%	7595	2.98%
D4	6253	0.98%	8171	4.33%
D5	6090	1.66%	7725	1.29%
	*VAP Optimal = 6192		*Total Pop. Optimal = 7825	

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Winter Springs Redistricting

Scenario #2

District 1
District 2
District 3
District 4
District 5

Changes
City Boundary
Census Blocks

District	VAP	Deviation VAP	Total Pop.	Deviation Total Pop.
D1	6287	1.52%	7825	0.00%
D2	6148	0.71%	7794	0.40%
D3	6181	0.18%	7607	2.83%
D4	6253	0.98%	8171	4.33%
D5	6090	1.66%	7725	1.29%
	*VAP Optimal = 6192		*Total Pop. Optimal = 7825	

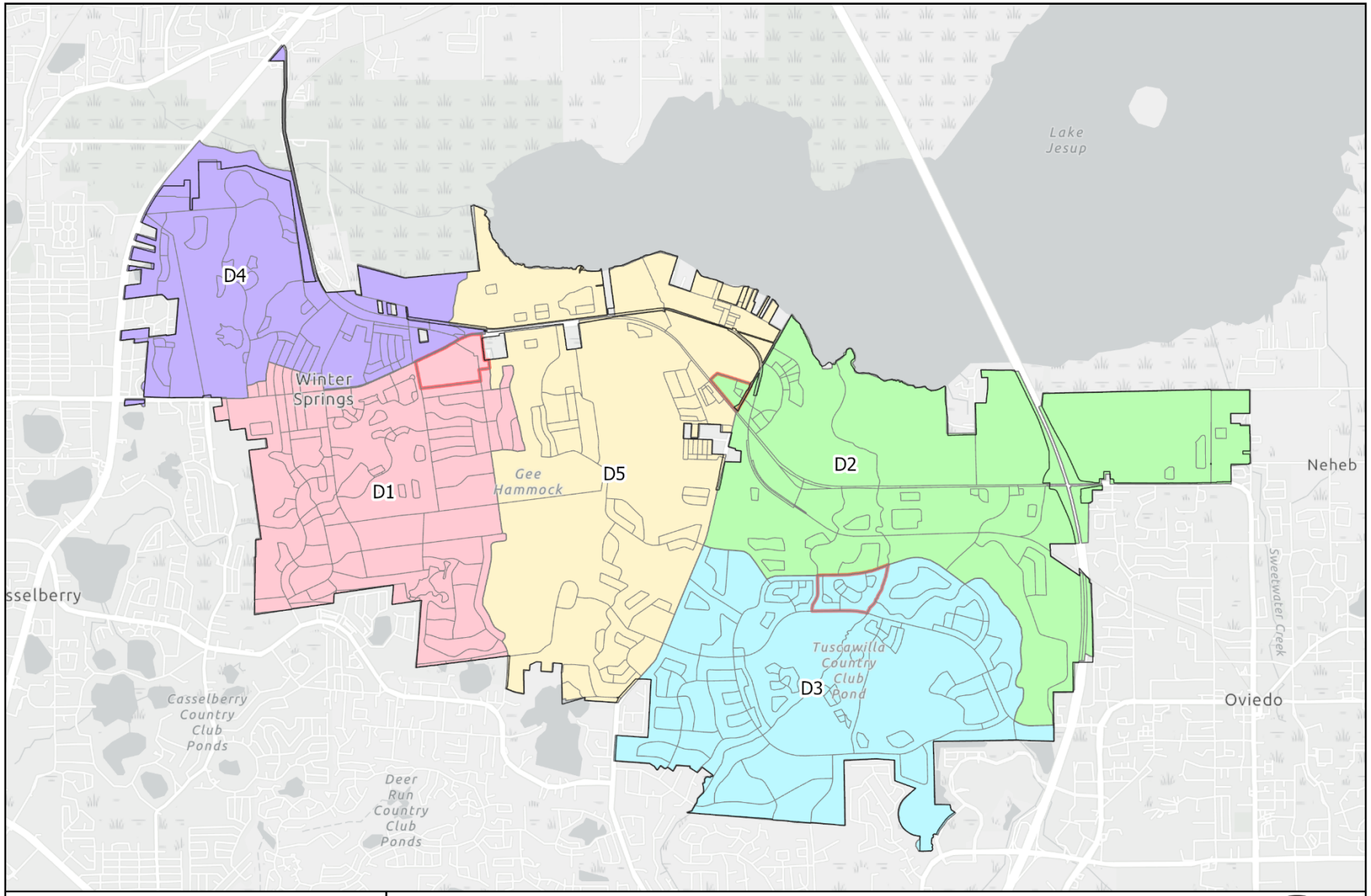
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District	VAP	Deviation	Total Pop.	Deviation
D1	6287	1.52%	7825	0.00%
D2	6148	0.71%	7794	0.40%
D3	6181	0.18%	7607	2.83%
D4	6253	0.98%	8171	4.33%
D5	6090	1.66%	7725	1.29%
Optimal	6192	**3.18%**	7825	**7.15%**



Winter Springs Redistricting

Scenario #3

District 1
District 2
District 3
District 4
District 5

Changes
City Boundary
Census Blocks

District	VAP	Deviation VAP	Total Pop.	Deviation Total Pop.
D1	6183	0.15%	7711	1.47%
D2	5972	3.62%	7568	3.34%
D3	6408	3.42%	7901	0.97%
D4	5960	3.82%	7788	0.47%
D5	6436	3.86%	8154	4.12%
		*VAP Optimal = 6192		*Total Pop. Optimal = 7825

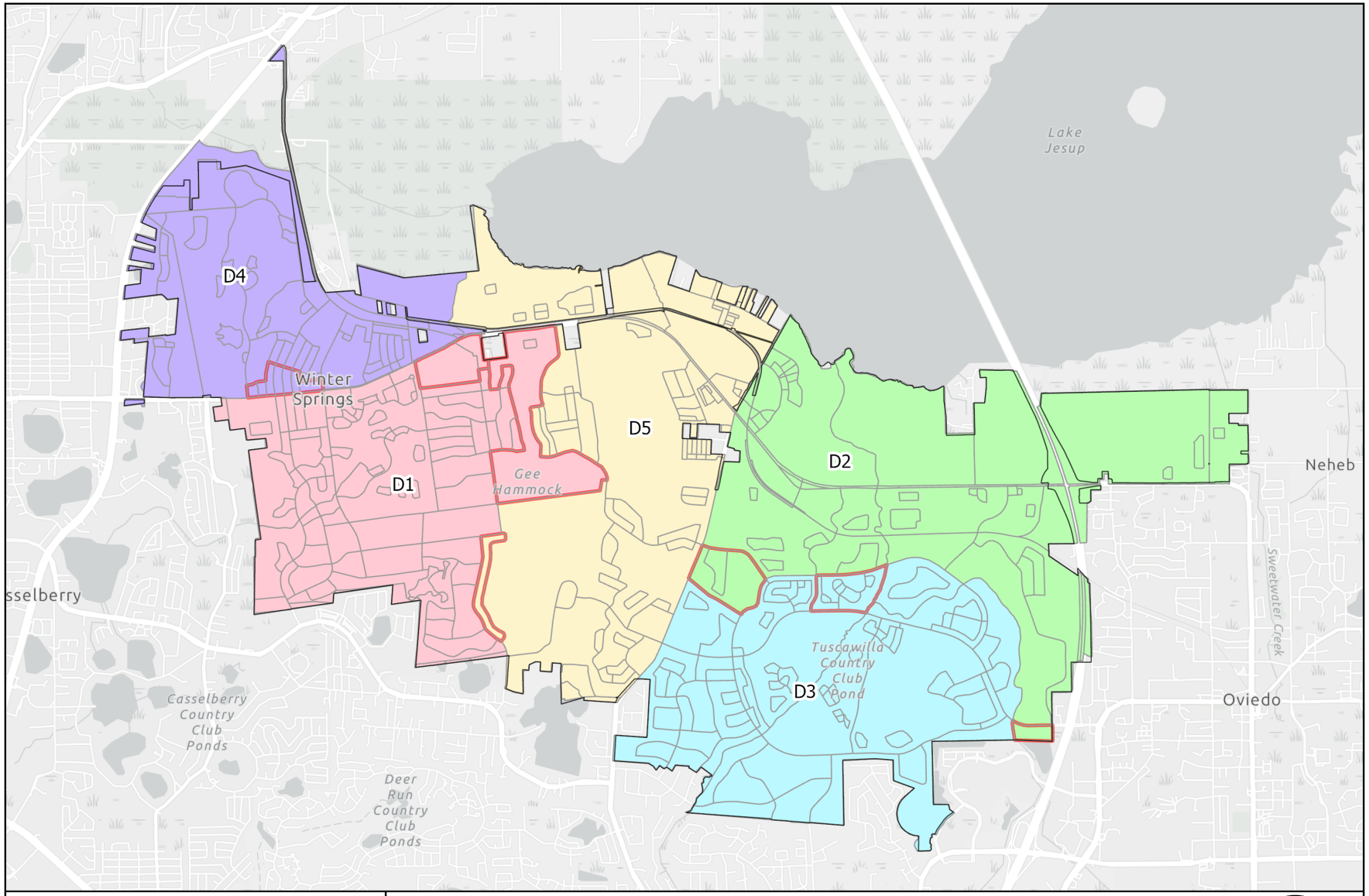
N

0 0.2 0.4 Miles

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This map is intended to be used for planning purposes only and is not to be construed as a legal document. The GIS data available on this map may need field verification as it corresponds to regional scale representation. 186.803 Use of geographic information by governmental entities.--When state agencies, water management districts, regional planning councils, local governments, and other governmental entities use maps, including geographic information maps and other graphic information materials, as the source of data for planning or any other purposes, they must take into account that the accuracy and reliability of such maps and data may be limited by various factors, including the scale of the maps, the timeliness and accuracy of the underlying information, the availability of more accurate and the presence or absence of ground truthing or peer review of the underlying information contained in such maps and other graphic information. All Data created and/or reviewed by the ECFRPC.

District	VAP	Deviation	Total Pop.	Deviation
D1	6183	0.15%	7711	1.47%
D2	5972	3.62%	7568	3.34%
D3	6408	3.43%	7901	0.97%
D4	5960	3.82%	7788	0.47%
D5	6436	3.86%	8154	4.12%
Optimal	6192	**7.48%**	7825	**7.45%**



Winter Springs Redistricting

Scenario #4

District 1
District 2
District 3
District 4
District 5

Changes
City Boundary
Census Blocks

District	VAP	Deviation VAP	Total Pop.	Deviation Total Pop.
D1	6185	0.11%	7702	1.58%
D2	6148	0.71%	7794	0.40%
D3	6181	0.18%	7607	2.83%
D4	6253	0.98%	8171	4.33%
D5	6192	0.00%	7848	0.29%
		*VAP Optimal = 6192		*Total Pop. Optimal = 7825

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District	VAP	Deviation	Total Pop.	Deviation
D1	6185	0.11%	7702	1.58%
D2	6148	0.71%	7794	0.40%
D3	6181	0.18%	7607	2.83%
D4	6253	0.98%	8171	4.33%
D5	6192	0.00%	7848	0.29%
Optimal	6192	**1.69%**	7825	**7.15%**

Questions?

https://ecfrpc.maps.arcgis.com/apps/webappviewer/index.html?id=4bcb059cb2bf4c3a9fc268d52060b5a4



CITY OF WINTER SPRINGS REDISTRICTING REPORT

2025 Redistricting Process for the Redistricting Commission

Background

Per section 2.04 of the City of Winter Springs Charter, the city is required to analyze its Commission Districts every three years to account for changes in the population and voting age population (VAP) within each district.

Pursuant to federal law (see White v. Register, 412 U.S. 755, 764 [1973], and Brown v. Thomas, 462 U.S. 835, 842 [1983]), voting districts must be nearly equivalent in population, with a deviation of no more than 10% in population (and voting age population) between the largest and smallest districts within a jurisdiction. Moreover, districts cannot be 5% larger or smaller than the "optimal" district population. An overall range of less than 10% is considered an acceptable "minor deviation".

With the last redistricting process occurring in 2022, the city is due to reassess its commission districts to determine whether they continue to fall within the required thresholds.

Redistricting Methodology

As the city must update the district boundaries every three years, the methodology each time may differ from previous iterations. For 2025, the first step in the redistricting process was to obtain all necessary, up-to-date data from city staff. This included existing commission district boundaries, the city boundary, and certificates of occupancy (COs).

All COs after January 2021 up to September 2024 were utilized in this redistricting iteration. This date range was decided upon as it encompasses COs utilized in the 2022 iteration up until the current (2025) iteration began. It is important to note that the census updates every 10 years. Thus, there was no changes in the census data from the last iteration. Essentially, this iteration builds off the 2022 analysis, accounting for new COs after that redistricting analysis was complete.

The USA census 2020 redistricting blocks REST service was utilized from ESRI's living atlas to which population data is joined from the US census. This data was last updated in January 2022 and provides up-to-date census data on which the redistricting analysis is based. Once all data was acquired, preliminary analysis was conducted to obtain updated total populations and voting age populations (VAPs) within each district based on the COs.

Split Census Blocks

When comparing the city boundary and census block GIS data to obtain the census blocks that would be used in the analysis, it became clear that the two were inconsistent with one another. This resulted in census blocks being split by the city boundary. Since the analysis was done at the census block level, it was important to determine a methodology for how to move the analysis forward with these census blocks. After discussion with city staff, it was determined that for the census blocks that were split by the city boundary, satellite imagery would be utilized to determine the number of dwellings that fell within the city boundary and split census block. The number of dwellings deduced were multiplied by the Seminole County census designated person per household (2.54) to obtain population data for the census block. This number was then used for both VAP and the total population.

Existing Boundaries and Updating Population Data

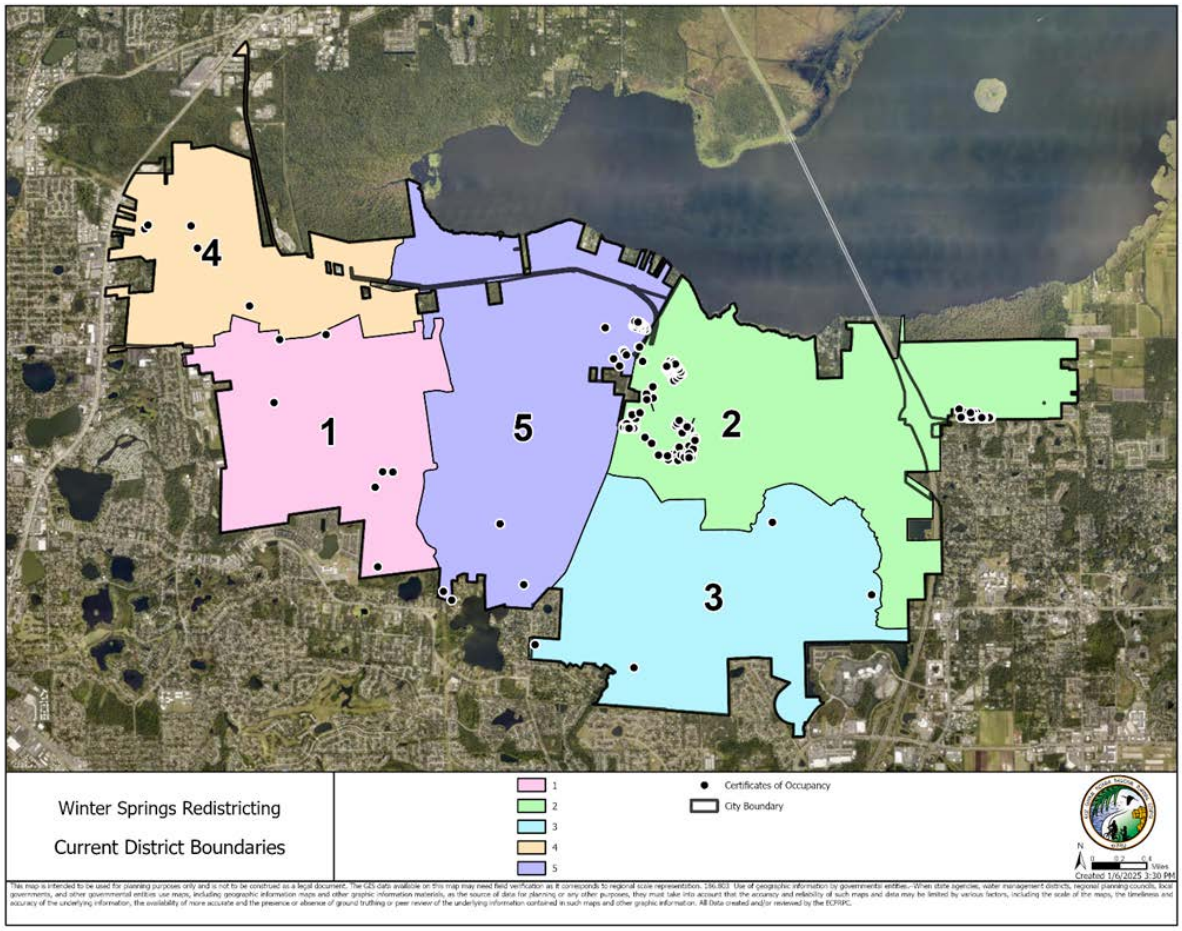


Figure 1. Map depicting existing commission district boundaries with certificates of occupancy utilized in the analysis.

The existing commission district boundaries are shown in Figure 1 along with the COs utilized in the analysis. For each existing commission district, the total population and voting age population (VAP) were calculated using the COs. To find the new VAP, census designated persons per household for Seminole County (2.54), block VAP percent, and the number of COs that fall within the census block were multiplied. The same was done for the total population, except the VAP percent was not in the equation. This provided updated populations for VAP and total population at the census block level which were then compiled by existing districts to get the updated population counts, shown in Tables 1 and 2.

VAP = Census Block VAP percent * Census Block CO Count * Seminole County designated persons per household (2.54)

Total Population = Census Block CO Count * Seminole County designated persons per household (2.54)

Voting Age Population					
District	**VAP Pop**	**VAP Added**	**New VAP**	**Difference**	**Diff%**
1	6106	15	6121	-71	-1.15%
2	5960	392	6352	160	2.55%
3	5967	10	5977	-215	-3.53%
4	6013	10	6023	-169	-2.77%
5	6375	112	6487	295	4.65%
*Optimal	6192	539	30960	*% Diff High/Low	8.18%

Table 1. Data within the table summarizes the changes to each districts VAP, along with their percent differences from the optimal district VAP of 6192 and the percent difference between the least and most populated district.

Total Population					
District	**Total Population**	**Total Population Added**	**New Total Population**	**Difference**	**Diff%**
1	7607	18	7625	-198.6	-2.57%
2	7446	557	8003	179.4	2.27%
3	7384	13	7397	-426.6	-5.61%
4	7859	13	7872	48.4	0.62%
5	8091	130	8221	397.4	4.95%
Optimal	7825	731	39118	% Diff Most/Least	10.55%

Table 2. Data within the table summarizes the changes to each district's total population, along with their percent differences from the optimal district total population of 7825 and percent difference between the most and least populated district.

With the VAP and total population counts updated for the existing commission districts, it is evident that they must be adjusted. In Figure 3, highlighted in red, district three falls outside of the 5% threshold from the optimal total population value of 7825 and the difference between the least and most populated districts fall outside of the 10% threshold requirement.

Redistricting Scenarios

The exceedance of required thresholds in total population initiates the process of redrawing district boundaries. For the 2025 iteration, four districting scenarios were created that meet the requirements set forth in the city charter. Districting for ArcGIS, a free extension/add-on for ArcMap, was utilized to redraw district boundaries. The tool allows for the assignment of each census block to a district with population statistics updating in real time, aiming to stay within the required thresholds. The methodology for assigning census blocks was trial and error, switching blocks between adjacent districts until an acceptable deviation was acquired while attempting to maintain cohesive and contiguous districts. Another requirement for redrawing district boundaries was ensuring that each of the commissioners' incumbency was not affected. It is important to note that there were certain instances in which neighborhoods were split to achieve the desired thresholds. This was due to limited opportunities for block shifts pertaining to existing District 5.

The following figures represent the four redistricting scenarios that meet the required thresholds. Moreover, the maps call out where changes are occurring with a red outline. These red boundaries are a grouping of a multitude of individual census blocks that shifted and do not in themselves represent a singular census block. To ascertain the individual census blocks that are shifting in each scenario, refer to the last columns in Appendix A.

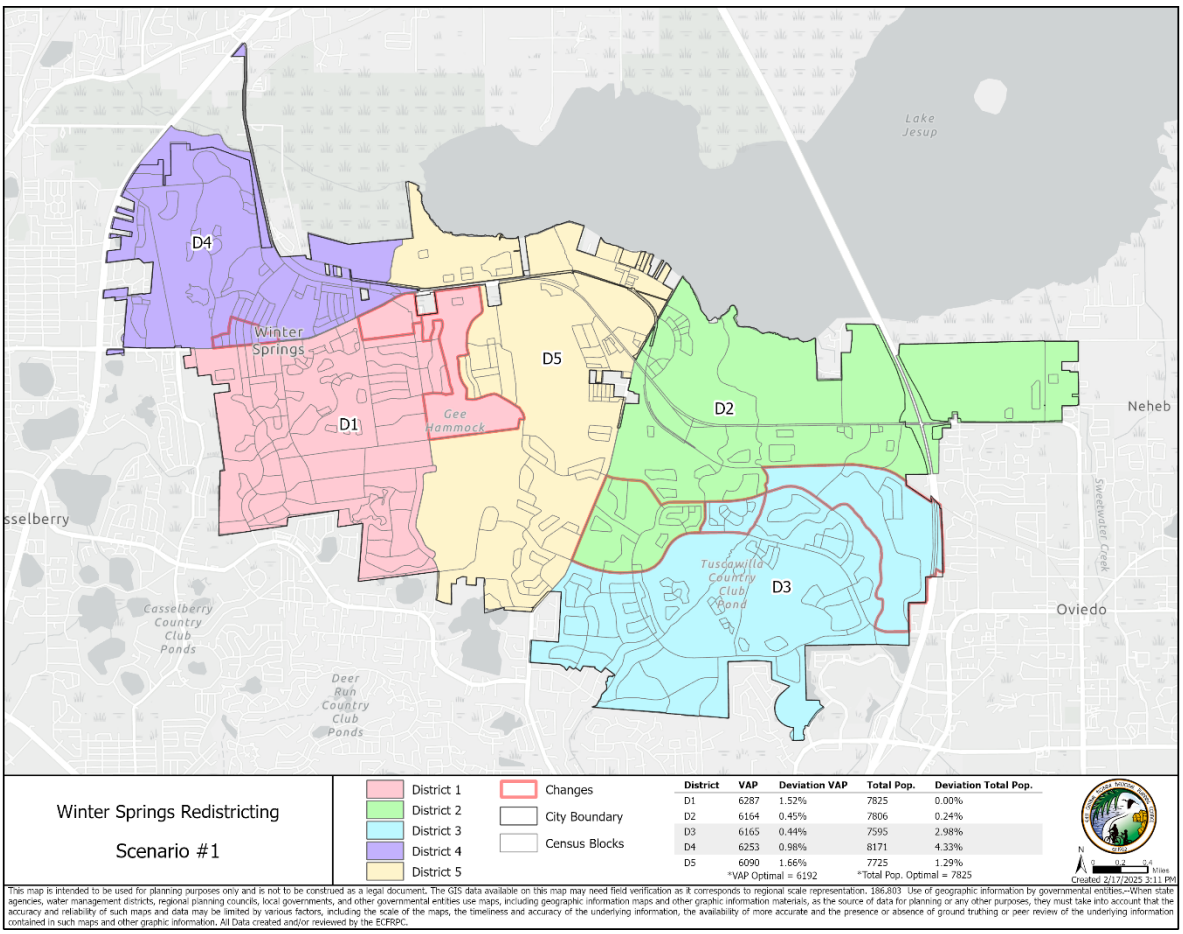


Figure 2. Map of redistricting scenario 1.

District	VAP	Deviation	Total Pop.	Deviation
1	6287	1.52%	7825	0.00%
2	6164	0.45%	7806	0.24%
3	6165	0.44%	7595	2.98%
4	6253	0.98%	8171	4.33%
5	6090	1.66%	7725	1.29%
Optimal	6192	**3.18%**	7825	**7.31%**

Table 3. Updated population and VAP statistics and deviations from optimal for redistricting scenario #1.

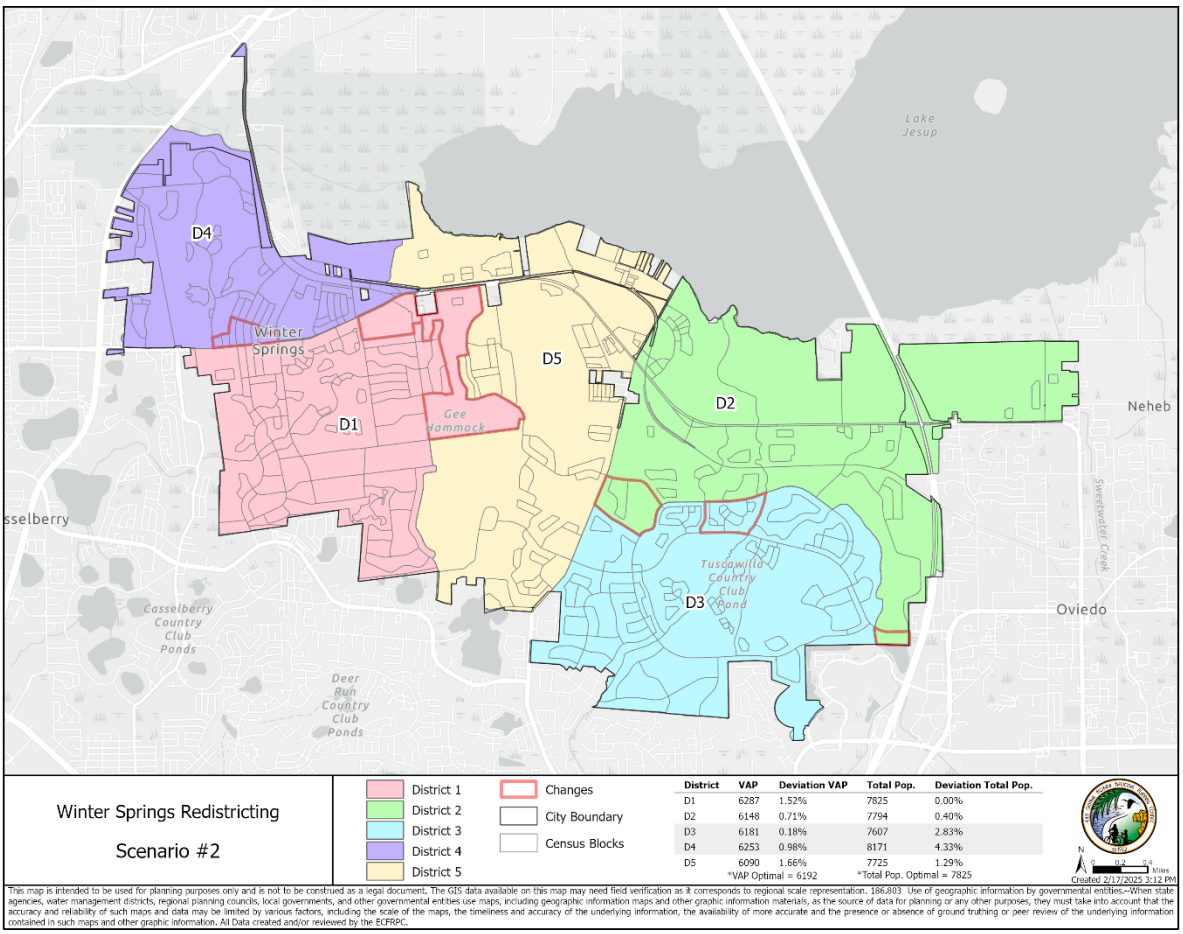


Figure 3. Map of redistricting scenario 2.

District	VAP	Deviation	Total Pop.	Deviation
1	6287	1.52%	7825	0.00%
2	6148	0.71%	7794	0.40%
3	6181	0.18%	7607	2.83%
4	6253	0.98%	8171	4.33%
5	6090	1.66%	7725	1.29%
Optimal	6192	**3.18%**	7825	**7.15%**

Table 4. Updated population and VAP statistics and deviations from optimal for redistricting scenario #2.

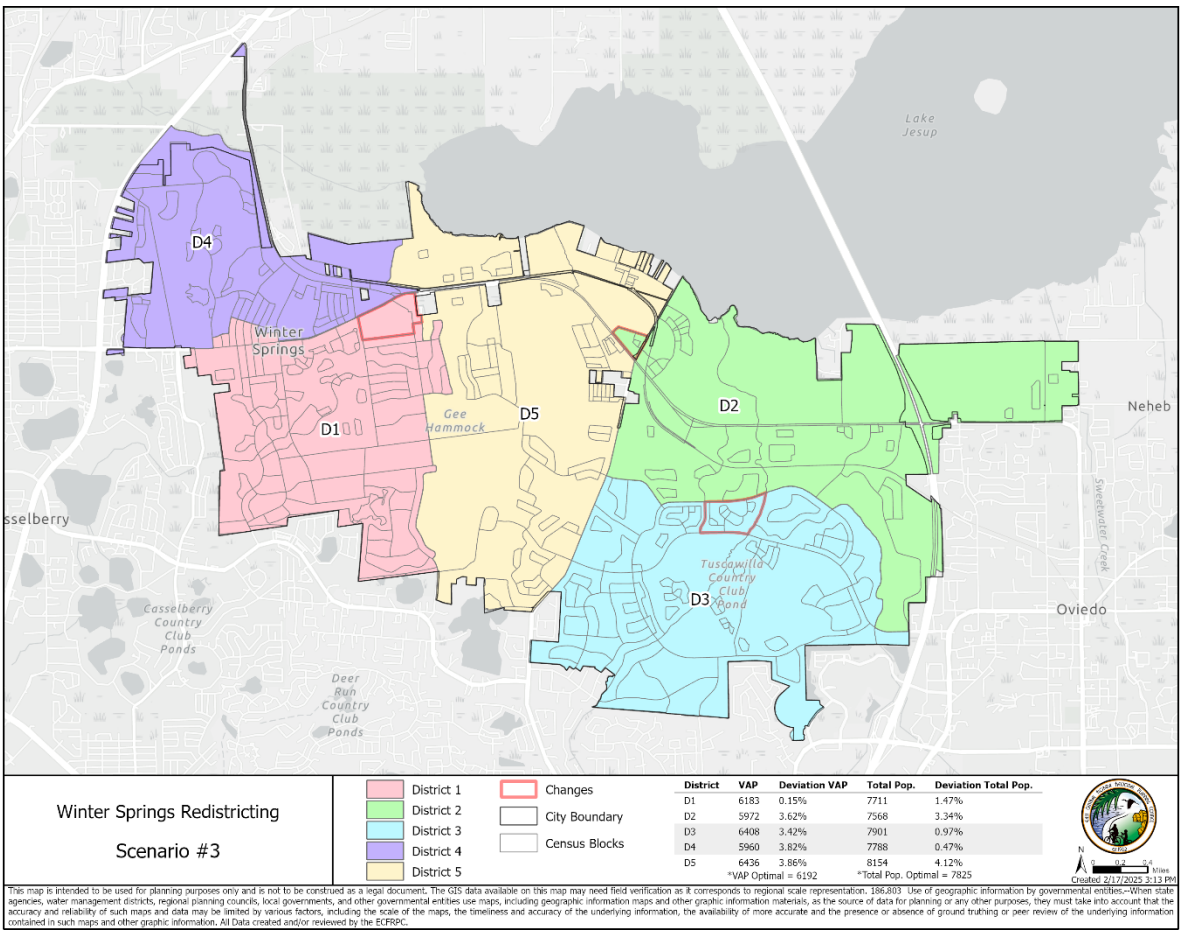


Figure 4. Map of redistricting scenario 3.

District	VAP	Deviation	Total Pop.	Deviation
1	6183	0.15%	7711	1.47%
2	5972	3.62%	7568	3.34%
3	6408	3.42%	7901	0.97%
4	5960	3.82%	7788	0.47%
5	6436	3.86%	8154	4.12%
Optimal	6192	**7.48%**	7825	**7.45%**

Table 5. Updated population and VAP statistics and deviations from optimal for redistricting scenario #3.

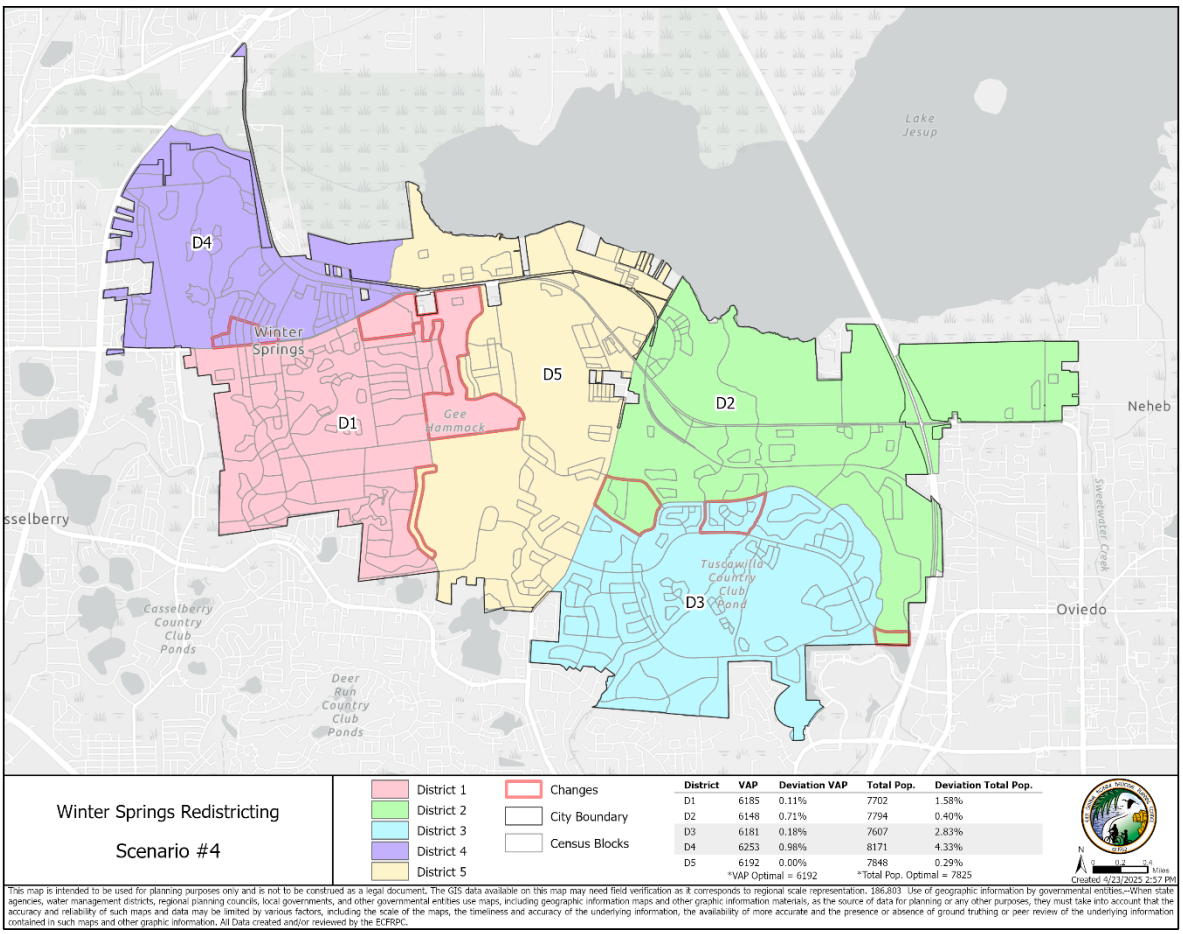


Figure 5. Map of redistricting scenario 4.

District	VAP	Deviation	Total Pop.	Deviation
1	6185	0.11%	7702	1.58%
2	6148	0.71%	7794	0.40%
3	6181	0.18%	7607	2.83%
4	6253	0.98%	8171	4.33%
5	6192	0.00%	7848	0.29%
Optimal	6192	**1.69%**	7825	**7.15%**

Table 6. Updated population and VAP statistics and deviations from optimal for redistricting scenario #5.

Conclusion

Each of the proposed scenarios falls within the desired thresholds and requirements set forth by the city charter. Many also result in increased contiguity of districts. Scenario 3 provides a scenario which proposes the least number of changes from the existing district boundaries. Scenario 4 provides an option with limited VAP deviations where each proposed district deviates by less than a percent from the optimal value. Scenario 4 would provide nearly equal districts in regard to VAP. These scenarios appear to be the most viable for recommendation and adoption, but four scenarios were created to provide a multitude of options.

Appendix A – Census Block Data used in Redistricting Analysis. The scenario changes column calls out census blocks that shifted from the existing commission district boundaries in each proposed redistricting scenario. The number in these columns represents the district that the census block switched to for the respective scenario.

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214011000	1000	0	0	0.00	0.00	0	0	0	0	4				
121170214041000	1000	0	525	0.85	0.00	525	617	0	617	1				
121170221011000	1000	0	56	0.76	0.00	56	74	0	74	1				
121170213071000	1000	0	53	0.78	0.00	53	68	0	68	3				
121170213061000	1000	0	65	0.75	0.00	65	87	0	87	2				
121170214041001	1001	1	67	0.93	2.36	69	72	2.54	75	1				
121170221011001	1001	0	489	0.79	0.00	489	622	0	622	1				
121170213061001	1001	0	32	0.97	0.00	32	33	0	33	2				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213071001	1001	1	207	0.76	1.93	209	273	2.54	276	3				
121170214031002	1002	0	685	0.77	0.00	685	895	0	895	5				
121170214041002	1002	0	42	0.93	0.00	42	45	0	45	1				
121170213061002	1002	0	117	0.80	0.00	117	147	0	147	2				
121170214031003	1003	0	49	0.80	0.00	49	61	0	61	5				
121170214041003	1003	0	19	0.79	0.00	19	24	0	24	1				
121170221011003	1003	0	35	0.69	0.00	35	51	0	51	1				
121170213061003	1003	0	67	0.82	0.00	67	82	0	82	2				
121170213071003	1003	0	47	0.75	0.00	47	63	0	63	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214041004	1004	0	36	0.86	0.00	36	42	0	42	1				
121170221011004	1004	0	50	0.83	0.00	50	60	0	60	1				
121170213061004	1004	0	72	0.92	0.00	72	78	0	78	2	3	3	3	3
121170213071004	1004	0	58	0.89	0.00	58	65	0	65	3				
121170213141004	1004	0	0	0.00	0.00	0	0	0	0	2	3			
121170214011005	1005	0	0	0.00	0.00	0	0	0	0	4				
121170214031005	1005	0	35	0.70	0.00	35	50	0	50	5				
121170214041005	1005	0	26	0.81	0.00	26	32	0	32	1				
121170213061005	1005	0	15	0.71	0.00	15	21	0	21	2	3	3	3	3

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214011006	1006	0	0	0.00	0.00	0	0	0	0	4				
121170214031006	1006	0	43	0.74	0.00	43	58	0	58	5				
121170214041006	1006	0	51	0.81	0.00	51	63	0	63	1				
121170221011006	1006	0	62	0.85	0.00	62	73	0	73	1				
121170213061006	1006	0	129	0.82	0.00	129	158	0	158	2	3	3	3	3
121170213071006	1006	0	36	0.82	0.00	36	44	0	44	3				
121170213131006	1006	0	0	0.00	0.00	0	0	0	0	2				
121170214011007	1007	0	90	0.86	0.00	90	105	0	105	4				
121170214031007	1007	0	49	0.88	0.00	49	56	0	56	5				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214041007	1007	0	108	0.86	0.00	108	125	0	125	1				
121170221011007	1007	0	63	0.81	0.00	63	78	0	78	1				
121170213061007	1007	0	32	0.89	0.00	32	36	0	36	2	3	3	3	3
121170213071007	1007	0	28	0.85	0.00	28	33	0	33	3				
121170213131007	1007	0	476	0.88	0.00	476	539	0	539	2				
121170214011008	1008	0	0	0.00	0.00	0	0	0	0	4				
121170214031008	1008	0	106	0.80	0.00	106	133	0	133	5				
121170214041008	1008	0	17	0.63	0.00	17	27	0	27	1				
121170221011008	1008	0	75	0.85	0.00	75	88	0	88	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213061008	1008	0	15	0.94	0.00	15	16	0	16	2	3	3	3	3
121170213071008	1008	0	30	0.67	0.00	30	45	0	45	3				
121170214011009	1009	0	0	0.00	0.00	0	0	0	0	4				
121170214031009	1009	0	33	0.65	0.00	33	51	0	51	5				
121170214041009	1009	0	35	0.88	0.00	35	40	0	40	1				
121170221011009	1009	0	34	0.67	0.00	34	51	0	51	1				
121170213061009	1009	0	85	0.84	0.00	85	101	0	101	2	3	3	3	3
121170213071009	1009	0	50	0.71	0.00	50	70	0	70	3				
121170221011010	1010	0	24	0.80	0.00	24	30	0	30	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213061010	1010	0	54	0.92	0.00	54	59	0	59	2	3	3	3	3
121170213071010	1010	0	72	0.89	0.00	72	81	0	81	3				
121170214041010	1010	0	13	0.93	0.00	13	14	0	14	1				
121170214041011	1011	0	62	0.81	0.00	62	77	0	77	1				
121170213061011	1011	0	29	0.85	0.00	29	34	0	34	2	3	3	3	3
121170213071011	1011	0	143	0.74	0.00	143	194	0	194	3				
121170214031011	1011	0	0	0.00	0.00	0	0	0	0	5				
121170214041012	1012	0	17	0.68	0.00	17	25	0	25	1				
121170213061012	1012	0	97	0.81	0.00	97	120	0	120	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213071012	1012	0	45	0.85	0.00	45	53	0	53	3				
121170214031012	1012	0	158	0.80	0.00	158	198	0	198	5				
121170214011013	1013	0	0	0.00	0.00	0	0	0	0	4				
121170214041013	1013	0	0	0.00	0.00	0	0	0	0	1				
121170213061013	1013	0	22	0.79	0.00	22	28	0	28	3				
121170213071013	1013	0	20	0.71	0.00	20	28	0	28	3				
121170214031013	1013	0	24	0.71	0.00	24	34	0	34	5				
121170213131013	1013	0	0	0.00	0.00	0	0	0	0	2				
121170214011014	1014	0	0	0.00	0.00	0	0	0	0	4				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214041014	1014	0	75	0.91	0.00	75	82	0	82	1				
121170213061014	1014	0	67	0.80	0.00	67	84	0	84	3				
121170213071014	1014	0	43	0.80	0.00	43	54	0	54	3				
121170213131014	1014	0	0	0.00	0.00	0	0	0	0	2				
121170214031014	1014	0	18	0.82	0.00	18	22	0	22	5				
121170214011015	1015	0	0	0.00	0.00	0	0	0	0	4				
121170214041015	1015	0	83	0.95	0.00	83	87	0	87	1				
121170213061015	1015	1	169	0.86	2.19	171	196	2.54	199	3				
121170213071015	1015	0	37	0.74	0.00	37	50	0	50	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213131015	1015	0	0	0.00	0.00	0	0	0	0	2				
121170214041016	1016	0	42	0.95	0.00	42	44	0	44	1				
121170213061016	1016	0	53	0.66	0.00	53	80	0	80	3				
121170214031016	1016	0	16	0.53	0.00	16	30	0	30	5				
121170214041017	1017	0	98	0.83	0.00	98	118	0	118	1				
121170213061017	1017	0	29	0.60	0.00	29	48	0	48	3				
121170214031017	1017	0	0	0.00	0.00	0	0	0	0	5				
121170214011018	1018	0	2	0.50	0.00	2	4	0	4	4				
121170213061018	1018	0	49	0.92	0.00	49	53	0	53	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214031018	1018	0	57	0.76	0.00	57	75	0	75	5				
121170213061019	1019	0	74	0.70	0.00	74	105	0	105	3				
121170214031019	1019	0	14	0.56	0.00	14	25	0	25	5				
121170213061020	1020	0	80	0.87	0.00	80	92	0	92	3	2			
121170213131020	1020	0	255	0.90	0.00	255	283	0	283	2				
121170214031020	1020	0	8	0.50	0.00	8	16	0	16	5				
121170214011021	1021	0	0	0.00	0.00	0	0	0	0	4				
121170213061021	1021	0	62	0.93	0.00	62	67	0	67	3	2			
121170213071021	1021	0	31	0.69	0.00	31	45	0	45	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214031021	1021	0	12	0.63	0.00	12	19	0	19	5				
121170213131021	1021	0	19	0.58	0.00	19	33	0	33	2				
121170214011022	1022	0	0	0.00	0.00	0	0	0	0	4				
121170213061022	1022	0	72	0.85	0.00	72	85	0	85	3	2			
121170213071022	1022	0	48	0.74	0.00	48	65	0	65	3				
121170214031022	1022	0	0	0.00	0.00	0	0	0	0	5				
121170213131022	1022	0	0	0.00	0.00	0	0	0	0	2				
121170214011023	1023	0	0	0.00	0.00	0	0	0	0	4				
121170213061023	1023	0	19	0.95	0.00	19	20	0	20	3	2			

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213071023	1023	0	32	0.70	0.00	32	46	0	46	3				
121170214031023	1023	0	49	0.91	0.00	49	54	0	54	5				
121170213131023	1023	0	19	0.73	0.00	19	26	0	26	2				
121170214011024	1024	0	0	0.00	0.00	0	0	0	0	4				
121170213061024	1024	0	251	0.77	0.00	251	326	0	326	3	2			
121170213071024	1024	0	91	0.78	0.00	91	117	0	117	3				
121170213131024	1024	0	688	0.82	0.00	688	842	0	842	2				
121170213061025	1025	0	101	0.84	0.00	101	120	0	120	3	2			
121170213071025	1025	2	42	0.78	3.95	46	54	5.08	59	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213131025	1025	0	74	0.71	0.00	74	104	0	104	2				
121170214011026	1026	0	0	0.00	0.00	0	0	0	0	4				
121170213061026	1026	0	56	0.66	0.00	56	85	0	85	3	2			
121170213071026	1026	0	22	0.63	0.00	22	35	0	35	3				
121170213131026	1026	0	22	0.85	0.00	22	26	0	26	2				
121170214031026	1026	0	3	1.00	0.00	3	3	0	3	5				
121170214011027	1027	0	0	0.00	0.00	0	0	0	0	4				
121170213061027	1027	0	0	0.00	0.00	0	0	0	0	3	2			
121170213071027	1027	0	40	0.77	0.00	40	52	0	52	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213131027	1027	0	95	0.76	0.00	95	125	0	125	2				
121170214031027	1027	0	3	1.00	0.00	3	3	0	3	5				
121170214011028	1028	0	52	0.70	0.00	52	74	0	74	4				
121170213131028	1028	0	55	0.81	0.00	55	68	0	68	2				
121170214031028	1028	0	61	0.67	0.00	61	91	0	91	5				
121170214011029	1029	0	72	0.76	0.00	72	95	0	95	4				
121170214011030	1030	0	14	0.70	0.00	14	20	0	20	4				
121170213131030	1030	0	9	0.56	0.00	9	16	0	16	2				
121170214011031	1031	0	57	0.66	0.00	57	87	0	87	4				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214031031	1031	0	0	0.00	0.00	0	0	0	0	5				
121170214011032	1032	0	84	0.80	0.00	84	105	0	105	4				
121170214031032	1032	0	9	0.75	0.00	9	12	0	12	5				
121170214011033	1033	0	82	0.78	0.00	82	105	0	105	4				
121170214031033	1033	38	355	0.90	86.53	442	396	96.52	493	5				
121170214011034	1034	0	27	0.87	0.00	27	31	0	31	4				
121170214031034	1034	0	43	0.88	0.00	43	49	0	49	5			2	
121170214011035	1035	0	44	0.83	0.00	44	53	0	53	4				
121170214031035	1035	2	6	0.43	2.18	8	14	5.08	19	5			2	

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
12117021 4011036	1036	0	0	0.00	0.00	0	0	0	0	4				
12117021 4031036	1036	0	0	0.00	0.00	0	0	0	0	5			2	
12117021 4011037	1037	0	45	0.70	0.00	45	64	0	64	4				
12117021 4031037	1037	0	0	0.00	0.00	0	0	0	0	5				
12117021 4011038	1038	0	0	0.00	0.00	0	0	0	0	4				
12117021 4031038	1038	0	89	0.88	0.00	89	101	0	101	5				
12117021 4011039	1039	0	130	0.74	0.00	130	175	0	175	4				
12117021 4031042	1042	0	106	0.72	0.00	106	147	0	147	5				
12117021 4031043	1043	0	19	0.90	0.00	19	21	0	21	5				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214031045	1045	0	574	0.80	0.00	574	716	0	716	5				
121170214031046	1046	0	51	0.91	0.00	51	56	0	56	5				
121170214031047	1047	0	46	0.82	0.00	46	56	0	56	5				
121170213131048	1048	0	0	0.00	0.00	0	0	0	0	2				
121170214031048	1048	0	21	0.66	0.00	21	32	0	32	5				
121170214031049	1049	0	9	0.64	0.00	9	14	0	14	5				
121170214031050	1050	0	24	0.80	0.00	24	30	0	30	5				
121170214031051	1051	0	43	0.90	0.00	43	48	0	48	5				
121170214031052	1052	0	119	0.77	0.00	119	155	0	155	5				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214031053	1053	0	8	0.53	0.00	8	15	0	15	5				
121170214031054	1054	0	34	0.68	0.00	34	50	0	50	5				
121170214031055	1055	0	38	0.84	0.00	38	45	0	45	5				
121170214031056	1056	0	47	0.90	0.00	47	52	0	52	5				
121170214031057	1057	0	110	0.80	0.00	110	137	0	137	5				
121170214031058	1058	0	90	0.75	0.00	90	120	0	120	5				
121170214031060	1060	0	49	0.79	0.00	49	62	0	62	5				
121170214031061	1061	0	79	0.81	0.00	79	98	0	98	5				
121170214031062	1062	7	112	0.82	14.54	127	137	17.78	155	5				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214031063	1063	0	8	0.53	0.00	8	15	0	15	5				
121170214031064	1064	0	49	0.70	0.00	49	70	0	70	5				
121170214031065	1065	0	35	0.90	0.00	35	39	0	39	5				
121170214031066	1066	0	0	0.00	0.00	0	0	0	0	5				
121170214031070	1070	0	30	0.88	0.00	30	34	0	34	5				
121170214031071	1071	0	26	0.72	0.00	26	36	0	36	5				
121170214031072	1072	0	28	0.72	0.00	28	39	0	39	5				
121170214031073	1073	0	53	0.95	0.00	53	56	0	56	5				
121170214031074	1074	0	12	0.50	0.00	12	24	0	24	5				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
12117021 4031075	1075	0	21	0.78	0.00	21	27	0	27	5				
12117021 4031076	1076	0	109	0.84	0.00	109	129	0	129	5				
12117021 4031077	1077	0	42	1.00	0.00	42	42	0	42	5				
12117021 4031078	1078	0	94	0.78	0.00	94	120	0	120	5				
12117021 4031079	1079	0	53	0.72	0.00	53	74	0	74	5				
12117021 4031080	1080	0	64	0.81	0.00	64	79	0	79	5				
12117021 4031081	1081	0	0	0.00	0.00	0	0	0	0	4				
12117021 4031082	1082	0	0	0.00	0.00	0	0	0	0	4				
12117021 4031083	1083	0	0	0.00	0.00	0	0	0	0	4				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214031084	1084	0	25	0.81	0.00	25	31	0	31	5				
121170214012000	2000	0	283	0.76	0.00	283	372	0	372	4				
121170214042000	2000	1	109	0.72	1.82	111	152	2.54	155	1				
121170214032000	2000	0	384	0.77	0.00	384	496	0	496	5				
121170214012001	2001	0	30	0.61	0.00	30	49	0	49	4				
121170214042001	2001	0	58	0.92	0.00	58	63	0	63	1				
121170214032001	2001	0	29	0.69	0.00	29	42	0	42	5				
121170214012002	2002	0	30	0.83	0.00	30	36	0	36	4				
121170214042002	2002	0	55	0.83	0.00	55	66	0	66	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214032002	2002	0	44	0.71	0.00	44	62	0	62	5				
121170213062002	2002	117	235	0.76	224.56	460	311	297.18	608	2				
121170214012003	2003	0	216	0.81	0.00	216	268	0	268	4				
121170214042003	2003	0	50	0.82	0.00	50	61	0	61	1				
121170214032003	2003	0	34	0.83	0.00	34	41	0	41	5				
121170213062003	2003	0	31	0.60	0.00	31	52	0	52	2				
121170214012004	2004	0	39	0.75	0.00	39	52	0	52	4				
121170214042004	2004	0	56	0.82	0.00	56	68	0	68	1				
121170214032004	2004	0	87	0.69	0.00	87	126	0	126	5				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213062004	2004	0	54	0.75	0.00	54	72	0	72	2				
121170221012005	2005	0	0	0.00	0.00	0	0	0	0	4				
121170214012005	2005	0	50	0.79	0.00	50	63	0	63	1	4	4	0	4
121170214042005	2005	1	152	0.75	1.89	154	204	2.54	207	1				
121170214032005	2005	0	53	0.80	0.00	53	66	0	66	5				
121170213062005	2005	0	100	0.94	0.00	100	106	0	106	2				
121170214012006	2006	0	35	0.73	0.00	35	48	0	48	4				
121170214042006	2006	0	67	0.71	0.00	67	95	0	95	1				
121170214032006	2006	0	212	0.86	0.00	212	247	0	247	5				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213062006	2006	0	0	0.00	0.00	0	0	0	0	2				
121170214012007	2007	1	40	0.83	2.12	42	48	2.54	51	4				
121170214042007	2007	0	42	0.75	0.00	42	56	0	56	1				
121170214032007	2007	0	30	0.70	0.00	30	43	0	43	5				
121170213062007	2007	0	49	0.69	0.00	49	71	0	71	2				
121170214032008	2008	0	36	0.82	0.00	36	44	0	44	5				
121170214012008	2008	0	45	0.90	0.00	45	50	0	50	4				
121170214042008	2008	0	86	0.79	0.00	86	109	0	109	1				
121170213062008	2008	0	42	0.74	0.00	42	57	0	57	2				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214032009	2009	3	150	0.76	5.80	156	197	7.62	205	5				
121170214012009	2009	0	25	0.86	0.00	25	29	0	29	4				
121170214042009	2009	0	36	0.77	0.00	36	47	0	47	1				
121170213062009	2009	0	43	0.63	0.00	43	68	0	68	2				
121170214012010	2010	0	12	0.52	0.00	12	23	0	23	4				
121170214042010	2010	0	23	0.77	0.00	23	30	0	30	1				
121170213062010	2010	0	0	0.00	0.00	0	0	0	0	2				
121170214042011	2011	0	32	0.80	0.00	32	40	0	40	1				
121170214012011	2011	0	155	0.76	0.00	155	203	0	203	4				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213062011	2011	0	54	0.79	0.00	54	68	0	68	2				
121170214032012	2012	0	13	0.36	0.00	13	36	0	36	5				
121170214042012	2012	0	70	0.89	0.00	70	79	0	79	1				
121170214012012	2012	0	25	0.74	0.00	25	34	0	34	4				
121170213062012	2012	0	0	0.00	0.00	0	0	0	0	2				
121170214042013	2013	0	67	0.68	0.00	67	98	0	98	1				
121170214012013	2013	0	570	0.70	0.00	570	810	0	810	4				
121170214032013	2013	0	44	0.80	0.00	44	55	0	55	5				
121170213062013	2013	0	0	0.00	0.00	0	0	0	0	2				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214032014	2014	1	32	0.91	2.32	34	35	2.54	38	5				
121170214042014	2014	0	72	0.88	0.00	72	82	0	82	1				
121170213062014	2014	0	0	0.00	0.00	0	0	0	0	2				
121170214042015	2015	0	104	0.75	0.00	104	138	0	138	1				
121170214012015	2015	0	60	0.61	0.00	60	98	0	98	4				
121170214032015	2015	0	35	0.97	0.00	35	36	0	36	5				
121170213062015	2015	0	0	0.00	0.00	0	0	0	0	2				
121170214012016	2016	0	59	0.97	0.00	59	61	0	61	1	4	4	0	4
121170213062016	2016	1	35	0.85	2.17	37	41	2.54	44	2				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214012017	2017	0	69	0.77	0.00	69	90	0	90	4				
121170213062017	2017	0	0	0.00	0.00	0	0	0	0	2				
121170214012018	2018	0	50	0.85	0.00	50	59	0	59	1	4	4	0	4
121170213062018	2018	61	802	0.79	122.79	925	1012	154.94	1167	2				
121170214032019	2019	0	14	0.56	0.00	14	25	0	25	5				
121170214012019	2019	0	54	0.73	0.00	54	74	0	74	1	4	4	0	4
121170213062019	2019	0	25	0.43	0.00	25	58	0	58	2				
121170214032020	2020	0	0	0.00	0.00	0	0	0	0	5				
121170221012020	2020	0	34	0.87	0.00	34	39	0	39	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214012020	2020	0	18	0.53	0.00	18	34	0	34	1	4	4	0	4
121170213132020	2020	0	87	0.69	0.00	87	126	0	126	2				
121170214012021	2021	0	15	0.58	0.00	15	26	0	26	1	4	4	0	4
121170213062021	2021	2	0	0.00	0.00	0	0	5.08	5	2				
121170213132021	2021	0	40	0.75	0.00	40	53	0	53	2				
121170221012022	2022	0	129	0.80	0.00	129	161	0	161	1				
121170214012022	2022	0	47	0.71	0.00	47	66	0	66	1	4	4	0	4
121170213062022	2022	0	0	0.00	0.00	0	0	0	0	2				
121170221012023	2023	0	69	0.73	0.00	69	95	0	95	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213062023	2023	0	163	0.85	0.00	163	192	0	192	2				
121170213062024	2024	0	270	0.80	0.00	270	338	0	338	2				
121170213062025	2025	16	0	0.00	0.00	0	0	40.64	41	2				
121170213062027	2027	3	104	0.76	5.78	110	137	7.62	145	2				
121170213132027	2027	19	250	0.75	36.34	286	332	48.26	380	2				
121170213062028	2028	0	0	0.00	0.00	0	0	0	0	2				
121170213132028	2028	0	62	0.63	0.00	62	99	0	99	2				
121170213062029	2029	0	0	0.00	0.00	0	0	0	0	2				
121170213132029	2029	0	71	0.71	0.00	71	100	0	100	2				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213062030	2030	0	67	0.73	0.00	67	92	0	92	3	2	2		2
121170213062031	2031	0	71	0.88	0.00	71	81	0	81	3	2	2		2
121170213062032	2032	0	188	0.81	0.00	188	232	0	232	3	2			
121170213062033	2033	0	32	0.71	0.00	32	45	0	45	3	2			
121170213062034	2034	0	80	0.84	0.00	80	95	0	95	3	2			
121170213062035	2035	0	106	0.85	0.00	106	124	0	124	2				
121170213062036	2036	0	77	0.95	0.00	77	81	0	81	2				
121170213062037	2037	0	0	0.00	0.00	0	0	0	0	2				
121170213062038	2038	0	0	0.00	0.00	0	0	0	0	2				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213062039	2039	0	0	0.00	0.00	0	0	0	0	2				
121170214013000	3000	0	96	0.64	0.00	96	150	0	150	4				
121170214043000	3000	0	396	0.83	0.00	396	479	0	479	1				
121170213063000	3000	0	507	0.83	0.00	507	608	0	608	3				
121170213073000	3000	0	73	0.72	0.00	73	101	0	101	3				
121170213133000	3000	0	340	0.83	0.00	340	411	0	411	2	3			
121170214033001	3001	0	368	0.81	0.00	368	454	0	454	5	1	1	0	1
121170214043001	3001	0	48	0.83	0.00	48	58	0	58	1				
121170213063001	3001	0	26	0.96	0.00	26	27	0	27	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213073001	3001	0	135	0.84	0.00	135	161	0	161	3				
121170213133001	3001	0	79	0.80	0.00	79	99	0	99	2	3			
121170214033002	3002	0	47	0.87	0.00	47	54	0	54	1				
121170214043002	3002	0	39	0.66	0.00	39	59	0	59	1				
121170213063002	3002	0	43	0.68	0.00	43	63	0	63	3				
121170213073002	3002	0	75	0.80	0.00	75	94	0	94	3				
121170214033003	3003	0	37	0.77	0.00	37	48	0	48	1				
121170214043003	3003	0	27	0.63	0.00	27	43	0	43	1				
121170213063003	3003	0	6	0.86	0.00	6	7	0	7	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213133003	3003	0	107	0.81	0.00	107	132	0	132	2	3			
121170214033004	3004	0	48	0.75	0.00	48	64	0	64	5				
121170214043004	3004	0	39	0.89	0.00	39	44	0	44	1				
121170213063004	3004	0	51	0.84	0.00	51	61	0	61	3				
121170214013004	3004	0	0	0.00	0.00	0	0	0	0	5				
121170214033005	3005	0	82	0.66	0.00	82	124	0	124	1				
121170214043005	3005	0	35	0.78	0.00	35	45	0	45	1				
121170213063005	3005	0	49	0.79	0.00	49	62	0	62	3				
121170214013006	3006	0	60	0.70	0.00	60	86	0	86	4				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214033006	3006	0	29	0.67	0.00	29	43	0	43	5	1	1	0	1
121170214043006	3006	0	46	0.79	0.00	46	58	0	58	1				
121170213063006	3006	0	69	0.82	0.00	69	84	0	84	3				
121170213133006	3006	0	0	0.00	0.00	0	0	0	0	2	3			
121170214043007	3007	0	46	0.75	0.00	46	61	0	61	1				
121170214013007	3007	1	265	0.69	1.76	267	382	2.54	385	4				
121170214033007	3007	0	108	0.78	0.00	108	138	0	138	5				
121170213063007	3007	0	40	0.73	0.00	40	55	0	55	3				
121170213133007	3007	0	0	0.00	0.00	0	0	0	0	2	3			

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214043008	3008	0	51	0.82	0.00	51	62	0	62	1				
121170213063008	3008	0	144	0.80	0.00	144	181	0	181	3				
121170214043009	3009	0	32	0.84	0.00	32	38	0	38	1				
121170214013009	3009	1	71	0.70	1.79	73	101	2.54	104	4				
121170213063009	3009	0	67	0.78	0.00	67	86	0	86	3				
121170214033009	3009	0	0	0.00	0.00	0	0	0	0	4				
121170214043010	3010	0	40	0.83	0.00	40	48	0	48	1				
121170214013010	3010	0	66	0.65	0.00	66	102	0	102	4				
121170214033010	3010	0	12	0.63	0.00	12	19	0	19	4	1	1	1	1

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213063010	3010	0	73	0.84	0.00	73	87	0	87	3				
121170214033011	3011	0	35	0.78	0.00	35	45	0	45	1				
121170214033012	3012	0	49	0.69	0.00	49	71	0	71	1				
121170213133012	3012	0	89	0.74	0.00	89	121	0	121	3		2		2
121170214033013	3013	0	51	0.89	0.00	51	57	0	57	1				
121170213133013	3013	0	259	0.80	0.00	259	323	0	323	2	3			
121170214033014	3014	0	354	0.81	0.00	354	437	0	437	5				
121170213133014	3014	0	51	0.74	0.00	51	69	0	69	2	3			
121170214033015	3015	0	57	0.81	0.00	57	70	0	70	5				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213133015	3015	1	86	0.67	1.69	88	129	2.54	132	3				
121170213133016	3016	0	51	0.80	0.00	51	64	0	64	3				
121170214033016	3016	0	9	1.00	0.00	9	9	0	9	5				
121170214033017	3017	0	102	0.83	0.00	102	123	0	123	1				5
121170214013017	3017	0	419	0.81	0.00	419	518	0	518	4				
121170214033018	3018	0	52	0.71	0.00	52	73	0	73	5				
121170214013018	3018	0	91	0.69	0.00	91	132	0	132	4				
121170214013019	3019	0	217	0.81	0.00	217	267	0	267	4				
121170214013020	3020	0	0	0.00	0.00	0	0	0	0	4				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170209053022	3022	0	0	0.00	0.00	0	0	0	0	5				
121170214013024	3024	0	0	0.00	0.00	0	0	0	0	4				
121170209053029	3029	0	0	0.00	0.00	0	0	0	0	5				
121170209053030	3030	0	0	0.00	0.00	0	0	0	0	4				
121170214044000	4000	0	20	0.61	0.00	20	33	0	33	1				
121170214014000	4000	0	805	0.81	0.00	805	994	0	994	4				
121170221014000	4000	0	0	0.00	0.00	0	0	0	0	1				
121170213064000	4000	0	528	0.86	0.00	528	611	0	611	3				
121170214044001	4001	2	84	0.80	4.06	88	105	5.08	110	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214014001	4001	0	94	0.83	0.00	94	113	0	113	4				
121170213064001	4001	0	45	0.80	0.00	45	56	0	56	3				
121170214044002	4002	0	22	0.55	0.00	22	40	0	40	1				
121170214014002	4002	0	40	0.85	0.00	40	47	0	47	4				
121170213064002	4002	0	23	0.85	0.00	23	27	0	27	3				
121170214044003	4003	0	65	0.82	0.00	65	79	0	79	1				
121170214014003	4003	0	38	0.81	0.00	38	47	0	47	4				
121170213064003	4003	0	25	0.69	0.00	25	36	0	36	3				
121170214044004	4004	0	33	0.87	0.00	33	38	0	38	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214014004	4004	0	30	0.68	0.00	30	44	0	44	4				
121170213064004	4004	0	22	0.71	0.00	22	31	0	31	3				
121170214044005	4005	0	69	0.91	0.00	69	76	0	76	1				
121170214014005	4005	2	1114	0.79	4.03	1118	1403	5.08	1408	4				
121170213064005	4005	0	9	0.69	0.00	9	13	0	13	3				
121170214044006	4006	0	0	0.00	0.00	0	0	0	0	1				
121170214014006	4006	0	48	0.86	0.00	48	56	0	56	4				
121170213064006	4006	0	37	0.86	0.00	37	43	0	43	3				
121170214044007	4007	0	0	0.00	0.00	0	0	0	0	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214014007	4007	0	0	0.00	0.00	0	0	0	0	4				
121170213064007	4007	0	20	0.69	0.00	20	29	0	29	3				
121170214044008	4008	0	49	0.88	0.00	49	56	0	56	1				
121170214014008	4008	0	28	0.88	0.00	28	32	0	32	4				
121170213064008	4008	0	25	0.81	0.00	25	31	0	31	3				
121170214044009	4009	0	28	0.78	0.00	28	36	0	36	1				
121170214014009	4009	0	18	0.78	0.00	18	23	0	23	4				
121170213064009	4009	0	416	0.93	0.00	416	448	0	448	3				
121170214044010	4010	0	16	0.57	0.00	16	28	0	28	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214014010	4010	0	117	0.79	0.00	117	149	0	149	4				
121170213064010	4010	0	39	0.83	0.00	39	47	0	47	3				
121170214044011	4011	0	10	0.71	0.00	10	14	0	14	1				
121170214014011	4011	0	0	0.00	0.00	0	0	0	0	4				
121170213064011	4011	0	28	0.97	0.00	28	29	0	29	3				
121170213064012	4012	0	57	0.85	0.00	57	67	0	67	3				
121170213064013	4013	0	39	0.98	0.00	39	40	0	40	3				
121170213064014	4014	0	38	0.78	0.00	38	49	0	49	3				
121170213064015	4015	0	131	0.90	0.00	131	146	0	146	3				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170213064016	4016	0	29	0.91	0.00	29	32	0	32	3				
121170213064017	4017	0	58	0.84	0.00	58	69	0	69	3				
121170214044019	4019	0	13	0.93	0.00	13	14	0	14	1				
121170214044021	4021	0	12	0.75	0.00	12	16	0	16	1				
121170214044022	4022	0	0	0.00	0.00	0	0	0	0	1				
121170214044024	4024	0	0	0.00	0.00	0	0	0	0	1				
121170214045000	5000	0	51	0.77	0.00	51	66	0	66	4	1	1	1	1
121170214045001	5001	0	82	0.81	0.00	82	101	0	101	1				
121170214045002	5002	0	75	0.89	0.00	75	84	0	84	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214045003	5003	0	63	0.65	0.00	63	97	0	97	1				
121170214045004	5004	0	58	0.75	0.00	58	77	0	77	1				
121170214045005	5005	0	48	0.94	0.00	48	51	0	51	1				
121170214045006	5006	0	76	0.84	0.00	76	90	0	90	1				
121170214045007	5007	0	59	0.81	0.00	59	73	0	73	1				
121170214045008	5008	0	73	0.91	0.00	73	80	0	80	1				
121170214045009	5009	0	60	0.90	0.00	60	67	0	67	1				
121170214045010	5010	0	32	0.71	0.00	32	45	0	45	1				
121170214045011	5011	0	26	0.79	0.00	26	33	0	33	1				

GEOID	Census Block	CO Count	VAP	VAP %	Added VAP	New VAP	Total Pop.	Added Total Pop.	New Total Pop.	Original District	Block Changes by Scenario			
											1	2	3	4
121170214045012	5012	2	23	0.77	3.89	27	30	5.08	35	1				

DISTRICTING COMMISSION

REGULAR MEETING MINUTES
THURSDAY, MAY 15th 2025 AT 5:30 PM

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

CALL TO ORDER

The Regular Meeting of Thursday, May 15, 2025 of the Districting Commission was called to Order by City Clerk Christian Gowan at 5:31 p.m., in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 327080.

Roll Call:
Commissioner Michael Blake, present via telephone
Commissioner Stephen Francis, present
Commissioner Arthur "Art" Gallo, present
Commissioner Jean Hovey, present
Commissioner Geoff Kendrick, present
Commissioner Brenda Lambie, present
Commissioner Christopher Riggs, absent
City Attorney Anthony A. Garganese, present
City Clerk Christian Gowan, present

Also present:
Ms. Terrilyn Rolle, Director, Community Development Department
Mr. Joshua Sheldon, GIS Manager, East Central Florida Regional Planning Council, 455 N Garland Ave. Orlando, FL 32801
Mr. Parker Hines, GIS and Planning Analyst I, East Central Florida Regional Planning Council, 455 N Garland Ave. Orlando, FL 32801

City Clerk Christian Gowan swore in members of the Districting Commission and then led the Pledge of Allegiance.

REGULAR AGENDA – PART I

500. **Orientation for the 2025 Districting Commission Members**

City Attorney Anthony Garganese briefly reviewed the Charter requirements and duties of the Districting Commission and spoke about factors to consider in recommending revised boundaries.

501. **Election For Chairperson of the 2025 Districting Commission**

MOTION TO ELECT ART GALLO AS CHAIRPERSON. MOTION BY COMMISSIONER BLAKE. SECONDED BY COMMISSIONER HOVEY.

NO OTHER NOMINATIONS WERE MADE.
COMMISSIONER GALLO WAS ELECTED CHAIRPERSON WITH UNANIMOUS CONSENT.

502. **Election For Vice-Chairperson of the 2025 Districting Commission**

MOTION TO ELECT GEOFF KENDRICK AS VICE-CHAIRPERSON. MOTION BY COMMISSIONER HOVEY.

NO OTHER NOMINATIONS WERE MADE.
COMMISSIONER KENDRICK WAS ELECTED VICE-CHAIRPERSON WITH UNANIMOUS CONSENT.

PUBLIC INPUT

Chairperson Gallo opened Public Input.
No one addressed the Commission.
Chairperson Gallo closed Public Input.

AWARDS AND PRESENTATIONS

100. Not Used

INFORMATIONAL AGENDA

200. Not Used

CONSENT AGENDA

300. Not Used

PUBLIC HEARINGS AGENDA

400. Not Used

REGULAR AGENDA – PART II

503. Presenting the Districting Commission with a Recommendation for the 2025 City Commission District Boundaries.

Mr. Parker Hines, East Central Florida Regional Planning Council, presented on the role of the Districting Commission, noted a Charter requirement that they meet every three years to consider changes to district boundaries, and briefly reviewed the methodology of the presented report. Mr. Hines further explained the requirement that voting districts must be nearly equivalent in population, with a deviation of no more than 10% in population between the largest and smallest districts within a jurisdiction and noted districts cannot be 5% larger or smaller than the "optimal" district population. Mr. Hines noted that disproportionate growth in the city informed the recommended redistricting scenarios of which four were presented to the Commission. It was further noted that none of the proposed changes would remove any current City Commissioner from their district.

Discussion followed on the proposed changes in boundaries and the voting age population distribution.

"I MAKE A MOTION THAT THE DISTRICTING COMMISSION ADOPT SCENARIO FOUR PROVIDING FOR THE SMALLEST DEVIATION EITHER BY DISTRICT OR GROSS DEVIATION FOR VOTING AGE

POPULATION." MOTION BY COMMISSIONER BLAKE. SECONDED BY COMMISSIONER HOVEY. DISCUSSION.

Chairperson Gallo opened Public Input for Item 503.
No one addressed the Commission.
Chairperson Gallo closed Public Input for Item 503.

VOTE: BLAKE (AYE); FRANCIS (AYE); HOVEY (AYE); LAMBIE (AYE); KENDRICK (AYE); GALLO (AYE)
MOTION CARRIED 6-0.

City Attorney Garganese additionally recommended the Districting Commission authorize Chairperson Gallo to review, approve, and sign the meeting minutes.

"SO MOVED." MOTION BY COMMISSIONER HOVEY. SECONDED BY COMMISSIONER BLAKE. DISCUSSION.

MOTION PASSED WITH UNANIMOUS CONSENT.

REPORTS

No reports were given

PUBLIC INPUT
Chairperson Gallo opened Public Input.
No one addressed the Commission.
Chairperson Gallo closed Public Input.

ADJOURNMENT

Chairperson Gallo adjourned the Regular Meeting at 6:18 p.m.

RESPECTFULLY SUBMITTED:

CHRISTIAN D. GOWAN, MPA, CMC
CITY CLERK

APPROVED:

ARTHUR W. GALLO, CHAIRPERSON
2025 DISTRICTING COMMISSION

NOTE: These Minutes were approved on May 19, 2025 by Chairperson Art Gallo as delegated by the Districting Commission.

Orlando Sentinel
MEDIA GROUP

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Sold To:
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1126 E State Road 434
Winter Springs, FL, 32708-2715

State Of Florida
County Of Orange

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

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jun 02, 2025.

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



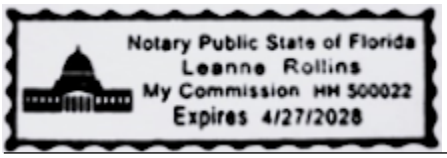
Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 6 day of June, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7818503

Newspaper: Orlando Sentinel Advertiser: City Of Winter Springs
Issue Date: Mon, 06/02/25 Ad Number: 7818503-1

Jumble

Unscramble these letters to form four ordinary words.

RNFOT

ANGTI

LIVNIO

WOHGTR



Arrange circled letters to form answer, as suggested by cartoon.

Sudoku Puzzle

Complete the grid so that every row, column and 3x3 box contains every digit from 1 to 9 inclusively.

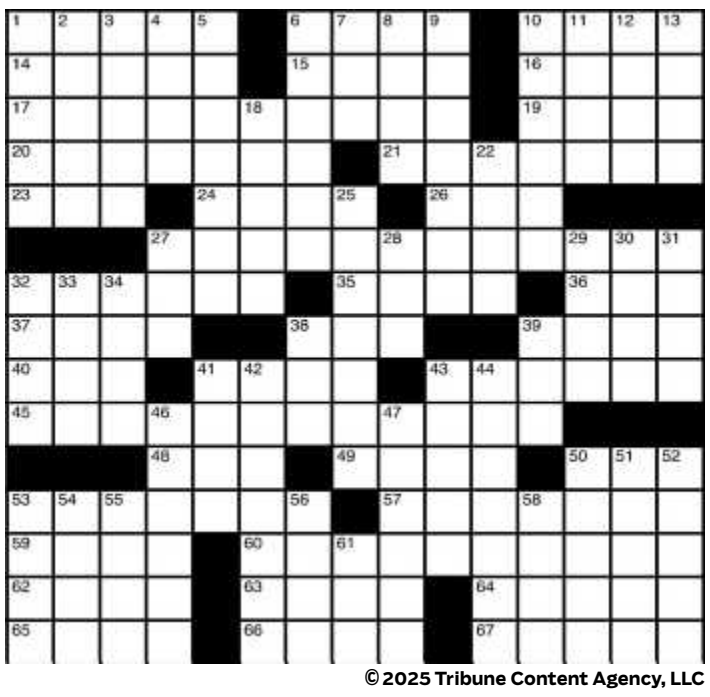
Level 1 2 3 4

2	5							8
4			1		7		6	
	4			8		9		7
		5						
1		2		4			8	
	7		2		4			1
							2	
6							4	5

Crossword

ACROSS
1 Greek pocket breads
6 Word processor menu heading
10 Close pals, briefly
14 "Would love to, but alas"
15 Bilingual cartoon explorer on Nickelodeon
16 Western Pennsylvania city
17 Stark choice between success and failure
19 Latte spot
20 "Totally agree with you both"
21 Used the hose on
23 Lode load
24 Not spicy
26 Internet co. once known for mailing CDs
27 Hunting dog's prized ability
32 Goatees, e.g.
35 Lacking color
36 Org. offering travel advice
37 Starchy root in poi
38 Mayday call, or a pattern found in 17-, 27-, 45-, and 60-Across
39 Percussion instrument
40 "__ your head!"
41 Norse god who wields the hammer Mjölnir
43 Meeting outline
45 Take baby steps, so to speak
48 Long stretch
49 Thwack
50 Canine "I'm happy to see you!"
53 Chinese canine
57 Ape
59 Bowling alley assignment
60 Footwear without laces
62 Sicilian volcano
63 Goodyear product
64 Home Depot purchases
65 Proof of ownership
66 12 months
67 "__ Mio": classic Italian song

DOWN
1 "__ Beach and all the clams we can eat!"
2 Not as friendly
3 Aunt, in French
4 Egyptian cross
5 Huffed and puffed
6 Old Ford models
7 __ Jones Industrial Average
8 Colorful eye part
9 City across the bay from St. Petersburg
10 "Relax"
11 Brouhaha
12 High-pitched wind instrument
13 Crop starter
18 Horse riding straps
22 Valentine bloom
25 Conducts (oneself)
27 Sign at a sellout
28 Post-WWII alliance
29 Make, as a salary
30 Praise
31 The Dalai __
32 AC measures
33 Toward sunrise
34 Region
38 Tiny amount
39 Dawn droplets
41 Sporty car roof
42 The best policy, per a proverb
43 Historic Texas site
44 Took up, as a hobby
46 Look over again
47 Thieving fox often scolded by 15-Across
50 "Yippee!"
51 Ring-shaped island
52 Honking birds
53 Snow day vehicle
54 More than dislike
55 Bancroft of "The Graduate"
56 "Would __ to You?": BBC panel show
58 General __ chicken
61 401(k) kin



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Goren on Bridge

With Bob Jones

QUESTION 1: Neither vulnerable, as South, you hold:
♠ Q J 10 9 6 5 ♥ 8 ♦ 4 ♣ Q 10 9 7 5

NORTH	EAST	SOUTH	WEST
1♦	Pass	1♠	Dbl
2♠	3♦	?	

What call would you make?
A: Six-five, come alive. Bid 4S. It could be the winner for several reasons.
Q 2: North-South vulnerable, as South, you hold:
♠ A 8 ♥ A J 7 3 2 ♦ A 7 ♣ 10 8 7 4

SOUTH	WEST	NORTH	EAST
1♥	1♠	2♥	2♠

What call would you make?
A: Partner will bid 3H if he has 4-card support. You have no reason to bid again. Pass.
Q 3: East-West vulnerable, as South, you hold:
♠ 5 3 ♥ Q 9 6 ♦ K 9 8 6 2 ♣ J 10 6

WEST	NORTH	EAST	SOUTH
1♠	Dbl	2♠	?

What call would you make?
A: As a pure bridge decision, pass is routine. Partner will bid again if you can make something at the 3 level. As a competitor in a duplicate pair game, 3D has merit.
Q 4: Both vulnerable, as South, you hold:
♠ 8 7 5 ♥ A Q 9 7 ♦ K J 7 5 ♣ J 9

NORTH	EAST	SOUTH	WEST
1♦	Pass	1♥	2♣
2♥	Pass	?	

What call would you make?
A: This hand is worth an invitation and 3D is the logical bid, showing the double fit. Partner will know what to do.
Q 5: North-South vulnerable, as South, you hold:
♠ A K 7 ♥ A 9 6 3 ♦ A Q J 8 ♣ 10 8

EAST	SOUTH	WEST	NORTH
1NT	Dbl	Pass	Pass
2♣	?		

What call would you make?
A: The first double was penalty. We don't think you can make a penalty double and a take-out double on the same deal, so pass is the bid here. If you're feeling bulletproof, you might try 2D.
Q 6: East-West vulnerable, as South, you hold:
♠ K Q 7 6 ♥ A K 10 8 7 ♦ 9 ♣ K 8 7

NORTH	EAST	SOUTH	WEST
Pass	Pass	1♥	Pass
2♦	Pass	2♠	Pass
2NT	Pass	?	

What call would you make?
A: Even as a passed hand, partner needs 10 points to bid 2D. Bid 3NT. It should have reasonable play.

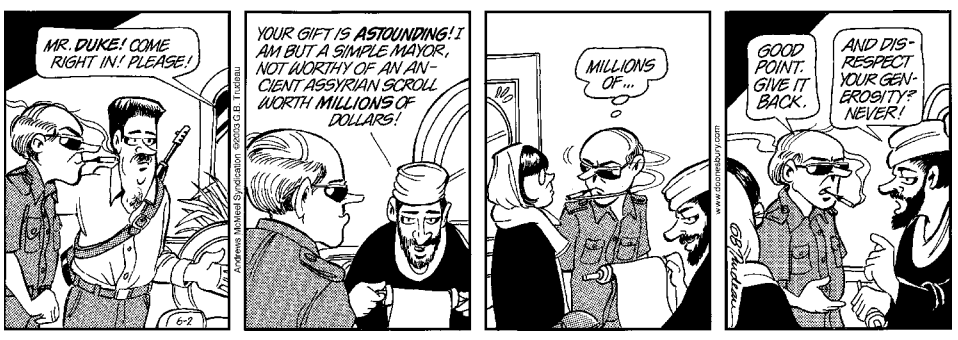
Bob Jones welcomes readers' responses sent in care of this newspaper or to Tribune Content Agency, LLC., 16650 Westgrove Dr., Suite 175, Addison, TX 75001. Email responses may be sent to tcaeditors@tribune.com.
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Daily Word Game

naysayer (NAY-say-er): One who denies, refuses, opposes or is skeptical or cynical about something.
Find: 18 words in NAYSAYER.
Average: 14 words. **Time:** 30 minutes.
Rules: 1. Words must be four or more letters. **2.** No four-letter plural words such as "bats" or "dies." **3.** Use only one form of a verb. For example, either "pose" or "posed." **4.** No proper nouns or slang words.

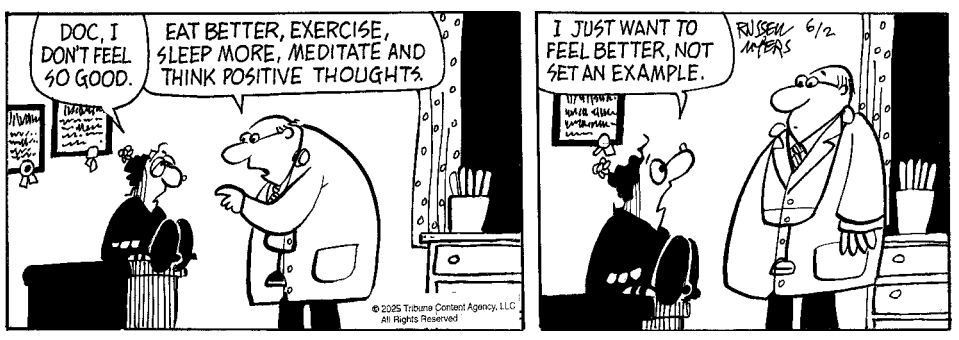
DOONESBURY

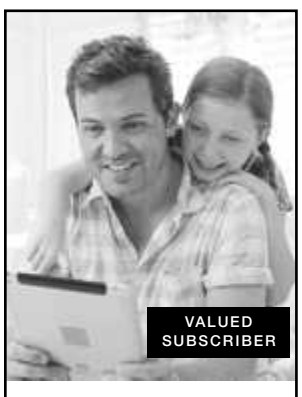
BY GARRY TRUDEAU



BROOM HILDA

BY RUSSELL MYERS





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TRIBUNE PUBLISHING

NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

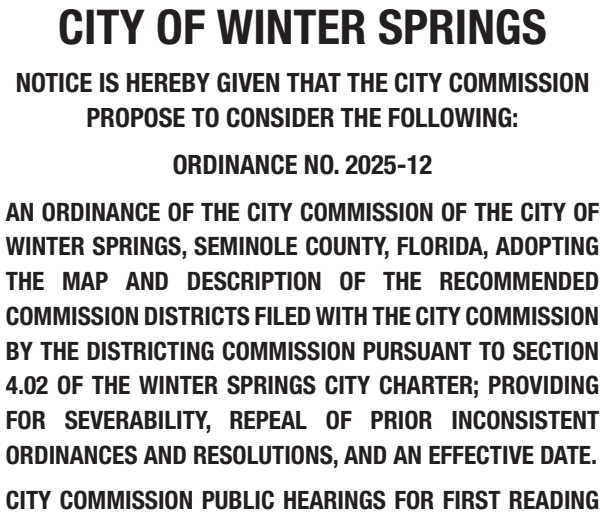
ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, ADOPTING THE MAP AND DESCRIPTION OF THE RECOMMENDED COMMISSION DISTRICTS FILED WITH THE CITY COMMISSION BY THE DISTRICTING COMMISSION PURSUANT TO SECTION 4.02 OF THE WINTER SPRINGS CITY CHARTER; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, AND AN EFFECTIVE DATE.

CITY COMMISSION PUBLIC HEARINGS FOR FIRST READING WILL BE HELD ON MONDAY, JUNE 9, 2025 AT 6:30 PM OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL, 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CITY COMMISSION PUBLIC HEARING FOR SECOND READING/ ADOPTION WILL BE HELD ON MONDAY, JUNE 23, 2025 AT 6:30 PM OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL, 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

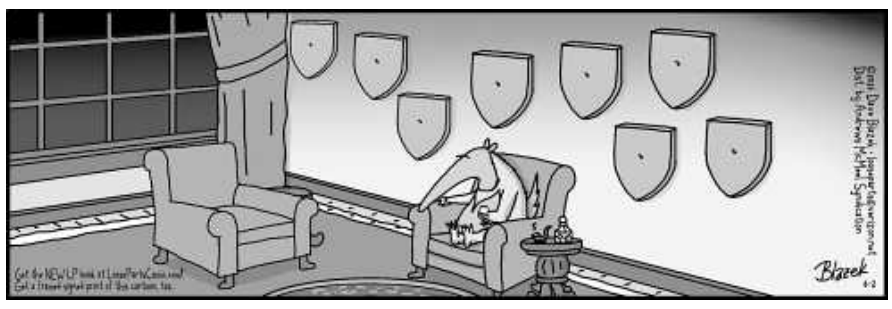
THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.



The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed resolutions. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.

LOOSE PARTS

BY DAVE BLAZEK



Ticked off! @state of Florida

The bloodsucking lawyers have reached a new low by inserting a stupid ad about 10 seconds into the weather report. After listening to the usual gunshot and child-molesting youth pastor stories I need useful info about the weather; how does the station tolerate this junk?

I'm ticked off that I can't be one of those annoying neighbors blowing leaves for hours on end. I purchased a Worx leaf blower that doesn't blow. The battery lasts about 10 minutes on a full charge. Not enough time to aggravate anybody else but me.

Who, in their right mind, invented "child resistant packaging?" Fortunately, I have a shop with bolt cutters, tin snips and pliers to get into these sealed plastic containers. The packages show a cute little picture of scissors. Good luck with that! Ticks me off. I think the companies would be trading their liability concerns of a child's safety against that of an adult being injured getting into one of these things with a sharp tool.

It ticks me off that here in the shady state of Florida we have a invasive snake (python) that has a special rule or law about how to dispatch the snake (pithing) to avoid pain and suffering for the snake. We have a native black bear here that has no such protections. It appears that it's okay to hit a bear with an arrow and let it run until it bleeds out. Where's the pain and suffering protection here? The special Interest rule in the shady state of Florida.

I'm ticked off that so many people say, "I could care less" about something they hate... Come on people. You mean to say, "I could not care less!" This really ticks me off and I could not care less that people are just ignorant and don't know any better.

The flip side

Thank you to Winn Dixie and Publix, who have weekly buy one, get one free items. I have saved hundreds of dollars over the years shopping these deals.

Need to vent?

I'm Ticked Off! Are you? Write to tickedoff@orlandosentinel.com or flipside@orlandosentinel.com. Stay Ticked Off! at **OrlandoSentinel.com/tickedoff**.



Jumble

Jumbled words: front, giant, violin, growth

Answer: The zero loved his job because there was — NOTHING TO IT

Daily Word Game

NAYSAYER: naysay, near, aery, area, arena, yarn, yean, year, yearn, sane, saner, saran, sayer, sear, senary, snare, earn, easy

P	I	T	A	S	■	E	D	I	T	■	B	F	F	S
I	C	A	N	T	■	D	O	R	A	■	E	R	I	E
S	I	N	K	O	R	S	W	I	M	■	C	A	F	E
M	E	T	H	R	E	E	■	S	P	R	A	Y	E	D
O	R	E	■	M	I	L	D	■	A	O	L	■	■	■
■	■	■	S	E	N	S	E	O	F	S	M	E	L	L
B	E	A	R	D	S	■	P	A	L	E	■	A	A	A
T	A	R	O	■	■	S	O	S	■	■	D	R	U	M
U	S	E	■	T	H	O	R	■	A	G	E	N	D	A
S	T	A	R	T	O	U	T	S	L	O	W	■	■	■
■	■	■	E	O	N	■	S	W	A	T	■	W	A	G
S	H	A	R	P	E	I	■	I	M	I	T	A	T	E
L	A	N	E	■	S	L	I	P	O	N	S	H	O	E
E	T	N	A	■	T	I	R	E	■	T	O	O	L	S
D	E	E	D	■	Y	E	A	R	■	O	S	O	L	E

2	5	1	4	9	6	3	7	8
9	6	7	3	2	8	1	5	4
4	3	8	1	5	7	2	6	9
3	4	6	5	8	2	9	1	7
7	8	5	6	1	9	4	3	2
1	9	2	7	4	3	5	8	6
5	7	3	2	6	4	8	9	1
8	1	4	9	7	5	6	2	3
6	2	9	8	3	1	7	4	5

PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

First reading of Ordinance 2025-04, Small-Scale Future Land Use Map Amendment of one (1) parcel of land located at 1333 N US HWY 17-92

SUMMARY

The privately owned property generally located at 1333 N US HWY 17-92 was voluntarily annexed into the City by Ordinance 2023-02. Ordinance 2025-04 proposes to assign the Commercial Future Land Use to the subject property. The applicant intends continued utilization of the property for the storage of automobiles for sale/ auction. The proposed Future Land Use (FLU) designation of Commercial meets the analysis requirements addressed in the staff report as it aligns with the prevailing character of the immediate surrounding properties as well as future goals and objectives of the City.

FUNDING SOURCE

RECOMMENDATION

The Community Development Department recommends that the City Commission recommend approval of the first reading of Ordinance 2025-04 for a small-scale Future Land Use Map Amendment to assign the Commercial Future Land Use to property generally located at 1333 N US HWY 17-92.

PUBLIC HEARINGS AGENDA

CITY COMMISSION
June 23, 2025 | REGULAR MEETING

TITLE

1333 N US Hwy 17-92 | Small-Scale Future Land Use Map Amendment

SUMMARY/UPDATE

The Community Development Department requests that the City Commission hold a Public Hearing to consider Ordinance 2025-04 for the Small-Scale Future Land Use Map Amendment of four parcels totaling ±9.82 acres located on the east side of U.S. Hwy 17-92 north of Shepard Rd. from Seminole County "Industrial" to City of Winter Springs "Commercial".

General Information		
Applicant	James G. Willard, Esq.	
Property Owner(s)	Florida Auto Auction Properties, LLC	
Location	East side of U.S. Hwy 17-92 north of Shepard Rd.	
Tract Size	±9.82 acres	
Parcel ID Number	28-20-30-501-0000-0100, 28-20-30-501-0000-010A, 28-20-30-501-0000-010B, and 28-20-30-501-0000-013A	
Zoning Designation	Seminole County M-1	
FLUM Designation	Seminole County Industrial	
Adjacent Land Use	North: Conservation East: FDOT Stormwater Pond	South: Sprague Electric Co. West: U.S. Hwy 17-92
Development Permits	None	
Development Agreement	None	
Code Enforcement	None	
City Liens	None	

Request:
The applicant has initiated a Small-Scale Future Land Use Map Amendment for the subject property, located on the east side of U.S. Hwy 17-92 north of Shepard Rd. Ordinance 2025-

04 proposes to change the Future Land Use Map designation from Seminole County "Industrial" to the City of Winter Springs "Commercial".

Background Data:
The subject site is comprised of four (4) parcels totaling 9.82 acres. Historically, General Dynamics Corporation or its affiliates manufactured printed circuit boards and other electronic equipment at this property from the mid-1960s to the early 1980s. The structures which were previously on the site have been demolished. As discussed during the annexation process, the property is an EPA Superfund site and is undergoing a remediation process for groundwater contamination. As discussed during the annexation process, the EPA has identified the responsible party as Raytheon Technologies, and the City bears no responsibility for the remediation. Changing the future land use designation of the property does not create any liability on the City's part.

The subject property was annexed into the City of Winter Springs via Ordinance No. 2023-02, recorded in the Official Records of Seminole County, Florida, at Official Record Book 10470 Pages 1624-1628.

Public Notices:
Public Hearing Notices were mailed to all owners of real property adjacent to and within approximately five-hundred (500) feet of the subject property and to all Homeowner's Associations registered with the City Winter Springs and located within one-half (1/2) mile of the subject property (21 notices) on May 23, 2025.

Comprehensive Plan Amendment Analysis:
The following summarizes the data and issues which staff analyzed in reviewing this application:

Through Ordinance 2025-04, the applicant is requesting the City of Winter Springs "Commercial" future land use designation be applied to the parcels. The requested Future Land Use Map designation is intended to bring the property's Future Land Use designation to be consistent with the City's Comprehensive Plan. The requested Future Land Use Map designation was determined by evaluating the prevailing character of the immediate surrounding properties as well as by evaluating the use and future goals and objectives of the City.

Future Land Use Map (FLUM) Amendment Analysis:
The following criteria is set forth by City of Winter Springs Code of Ordinances Section 15-36 which has been analyzed by staff to form a recommendation:

Future Land Use Amendment Criteria & Analysis	
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; **Analysis:** The proposed amendment is expected to have a favorable effect on the city's budget by way of increased tax revenue. The property was annexed into the city in 2023, and changing the Future Land Use to a category

	consistent with the city's Comprehensive Plan will allow for appropriate use of the property.
2.	Whether the proposed amendment will diminish or negatively impact the Level of Service (LOS) of public facilities; **Analysis:** The proposed amendment will not have a negative impact on the LOS of public facilities. The proposed use of the property is automobile storage in conjunction with an auto auction facility within 2 miles – a use which has minimal impact on city services.
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; **Analysis:** The property is currently vacant and does not have any natural or historical resources on it. The property to the north is conservation, and the proposed use of automobile storage will not have an unfavorable impact on the environment. The site is also currently an EPA Superfund site which is being remediated by the EPA and the Responsible Party as identified by the EPA.
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 Planning Council, as amended from time to time; **Analysis:** The proposed amendment is consistent with the goals, objectives, and policies of the State Comprehensive Plan, most notably Future Land Use Element, Objective 1.5 which promotes land use compatibility.
5.	Whether the City is able to provide adequate service from public facilities to the affected property, if the proposed amendment is granted, and whether the proposed amendment will promote the cost/effective use of or unduly burden public facilities; **Analysis:** The proposed amendment, in conjunction with a rezone and accompanying Development Agreement limiting the permitted land use to vehicular storage of untagged vehicles associated with an automotive sales dealership,will not pose any significant increase in public facilities (water, sewer, etc.) and will promote the effective use of public facilities.
6.	Whether the proposed amendment is compatible with surrounding neighborhoods and land use; **Analysis:**

	The surrounding land uses are similar to and compatible with that of the subject property. The property to the north is conservation and the property to the east is a FDOT stormwater pond. Existing development to the south is light industrial in nature and is therefore compatible.
7.	Whether approval of the proposed amendment will cause the Comprehensive Plan to be internally inconsistent; **Analysis:** The proposed amendment is consistent with the goals, objectives, and policies of the City of Winter Springs Comprehensive Plan. The proposed amendment would promote consistency with the Comprehensive Plan by ensuring that the subject property receives an appropriate City Future Land Use Designation which is compatible with the Future Land Use designations of surrounding properties.
8.	Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the city or region; **Analysis:** There are no foreseen adverse impacts of this project on the public health, safety, welfare, economic order, or aesthetics of the city or region.
9.	The contents of any Evaluation and Appraisal Report (EAR) prepared pursuant to 163.3191, Florida Statutes; **Analysis:** Not applicable.
10.	Whether the proposed amendment is consistent and in compliance with law; **Analysis:** The proposed amendment is consistent and in compliance with law.
11.	Whether the proposed amendment is consistent, and not in conflict, with the legislative policy directives established by the City Commission including, but not limited to, those set forth in the City's Comprehensive Plan and City Code, adopted master plans, economic development goals and objectives, community redevelopment plans, and brownfield areas. **Analysis:** The proposed amendment is consistent with the City's Comprehensive Plan and City Code.

Applicable Law, Public Policy, and Events:

- State of Florida Statues

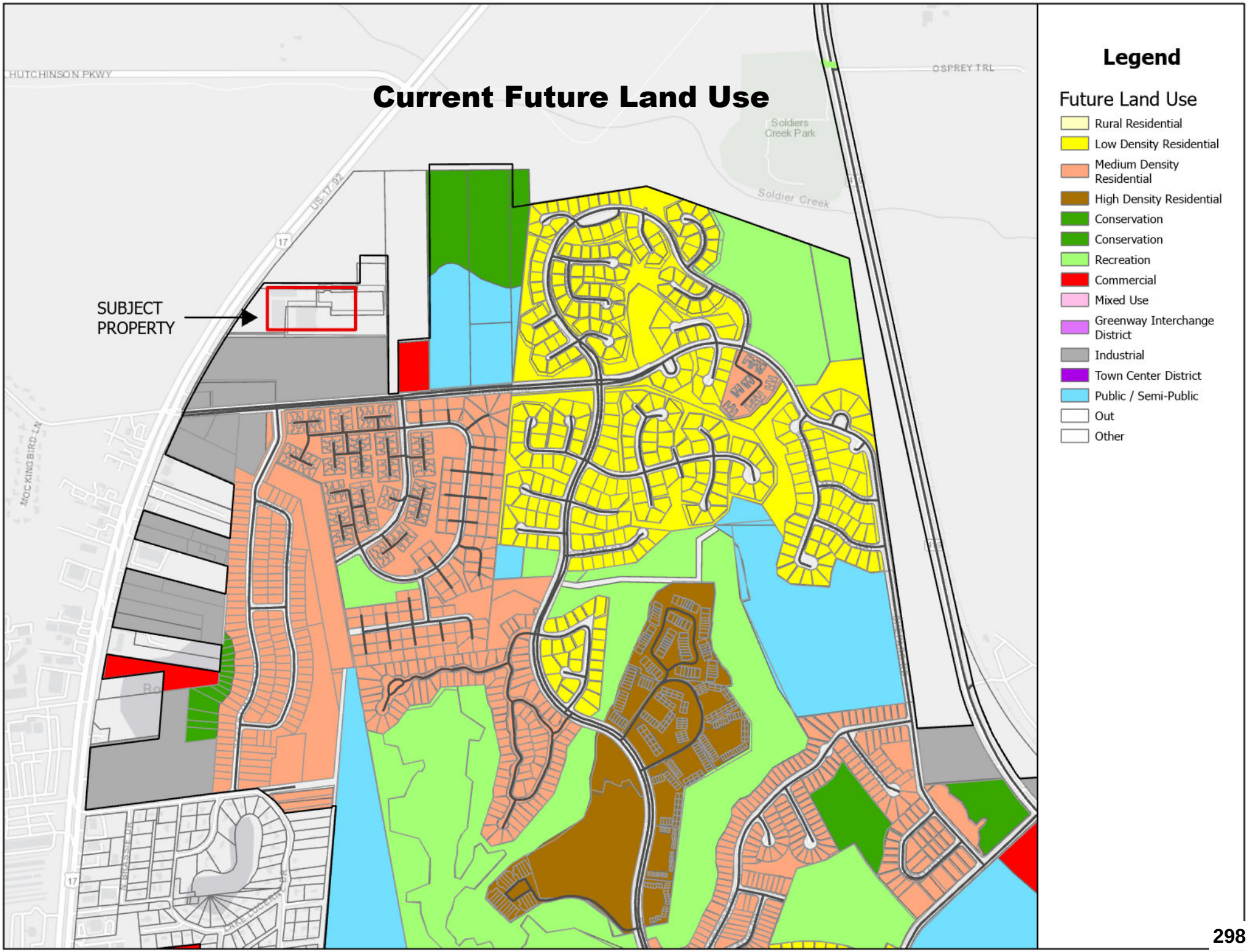
    - Sections 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that any development regulations for municipal planning be consistent with the Comprehensive Plan).
    - Section 166.041: Procedures for adoption of ordinances and resolutions.
- Code of Ordinances City of Winter Springs
    - Chapter 15, Article 3 – Comprehensive Plan Amendments
- Comprehensive Plan City of Winter Springs
    - Future Land Use Element Objective 1.5

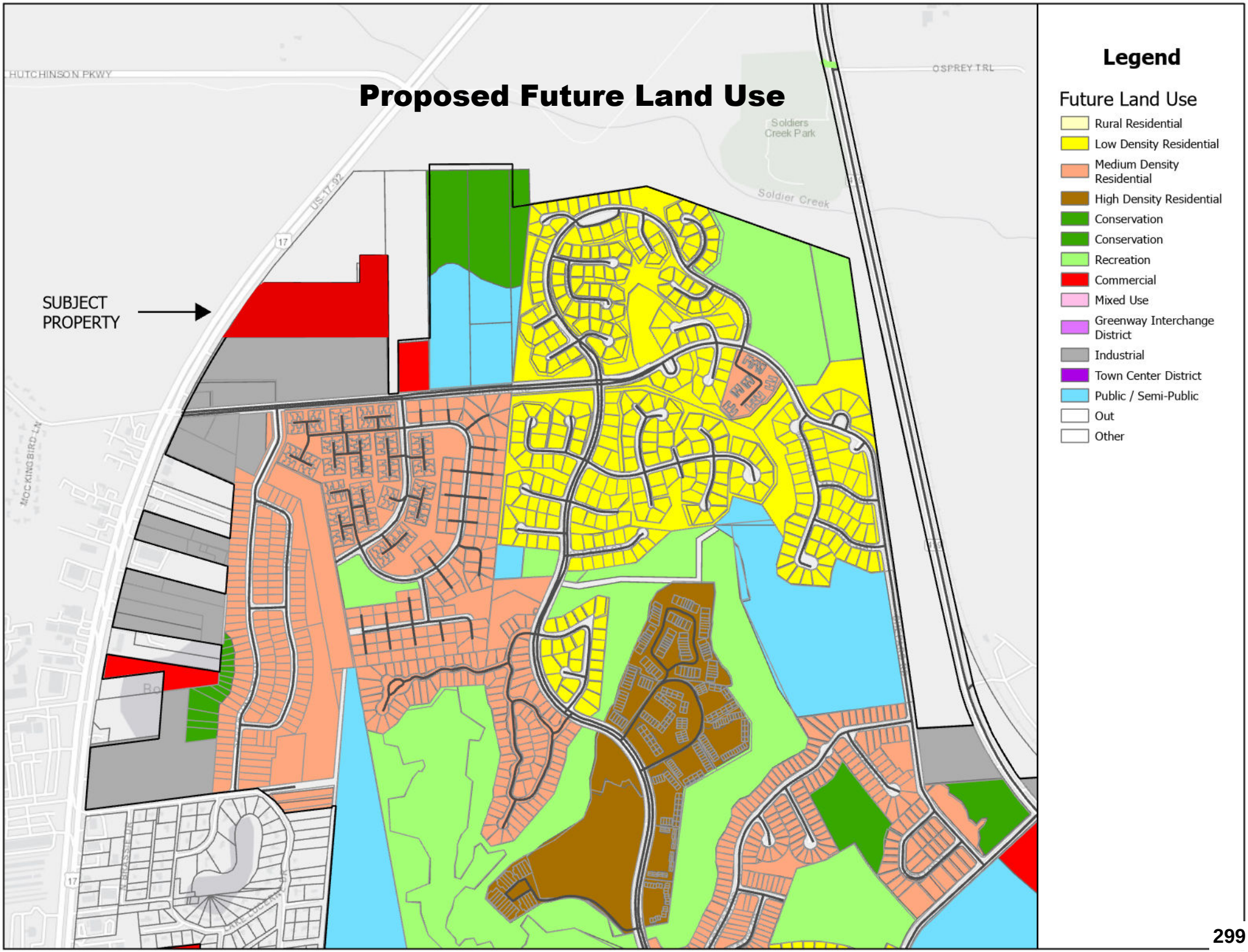
Procedural History:

Procedural History:	
July 10, 2023	Annexation approved by City Commission
June 05, 2025	Planning & Zoning Board | Recommendation of Approval on Future Land Use Amendment
June 23, 2025	City Commission | Hearing on Future Land Use Amendment

Recommendation:
Staff recommends that the Planning & Zoning Board recommend adoption of Ordinance 2025-04 to the City Commission to change the Future Land Use designation from Seminole County "Industrial" to City "Commercial".

Attachments:
1. Current Future Land Use Map
2. Proposed Future Land Use Map


Current Future Land Use
SUBJECT PROPERTY
HUTCHINSON PKWY
OSPREY TRL
Soldiers Creek Park
Soldier Creek
US-17-92
MOCKINGBIRD LN
Legend
Future Land Use
Rural Residential
Low Density Residential
Medium Density Residential
High Density Residential
Conservation
Conservation
Recreation
Commercial
Mixed Use
Greenway Interchange District
Industrial
Town Center District
Public / Semi-Public
Out
Other


Proposed Future Land Use
HUTCHINSON PKWY
OSPREY TRL
Soldiers Creek Park
Soldier Creek
US-17-92
17
SUBJECT PROPERTY
MOCKINGBIRD LN
Legend
Future Land Use
Rural Residential
Low Density Residential
Medium Density Residential
High Density Residential
Conservation
Conservation
Recreation
Commercial
Mixed Use
Greenway Interchange District
Industrial
Town Center District
Public / Semi-Public
Out
Other

ORDINANCE NO. 2025-04

ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR FOUR (4) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 9.82 ACRES, MORE OR LESS, GENERALLY LOCATED EAST OF US HIGHWAY 17-92 AND NORTHEAST OF THE INTERSECTION OF SHEPARD ROAD AND HIGHWAY 17-92, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM COUNTY "INDUSTRIAL" TO CITY "COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, on July 10, 2023, the City Commission adopted Ordinance Number 2023-02, which is recorded in the Official Records of Seminole County, Florida, at Book 10470, Page 1624, and which annexed the subject property into the City of Winter Springs; and

WHEREAS, the City 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, the future land use map amendment embodied in this Ordinance is a small-scale amendment to the City of Winter Springs Comprehensive Plan in accordance with Section 163.3187(1), Florida Statutes; and

WHEREAS, the Local Planning Agency of the City of Winter Springs held a duly noticed public hearing on March 06, 2025, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Commission of the City of Winter Springs held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of the City of Winter Springs, Florida.

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. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Winter Springs Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Winter Springs Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit "A"** from County "Industrial" Future Land Use to City "Commercial" Future Land Use. Exhibit "A" is attached hereto and fully incorporated herein by this reference.

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. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment 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 8. Effective Date and Legal Status of the Plan Amendment. The effective date of this Ordinance shall take effect thirty-one (31) days after adoption, in accordance with Section 163.3187(5)(c), Florida Statutes, unless challenged within thirty (30) days after adoption of this Ordinance, in which case this Ordinance shall become effective at such time as the state land planning agency or the Administrative Commission issues a final order determining that the adopted small scale development amendment is in compliance. No development order, development permits, or land use dependent on this Amendment may be issued or commenced before it has become effective. 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 Amendments 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 _____, 2025.

_____
Kevin McCann, Mayor

ATTEST:

_____
Christian Gowan, City Clerk

Approved as to legal form and sufficiency for
the City of Winter Springs only:

_____
Anthony A. Garganese, City Attorney

Legal Ad: _____
First Reading: _____
Legal Ad: _____
Second Reading: _____
Effective Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

Legal Description:

PARCEL 1:

Lot 10, (less the East 95.83 feet); Lot 11 (less the East 95.83 feet of the North 35 feet and less the South 65 feet of the East 319.83 feet); Lot 12 (less the East 119.83 feet); the North 60 feet of Lot 13 (less the East 119.83 feet thereof); all in Spring Hammock Replat, according to the plat thereof, as recorded in Plat Book 7, Page 96, Public Records of Seminole County, Florida.

PARCEL 2:

The East 95.83 feet of Lot 10; the North 35.0 feet of the East 95.83 feet and the South 65.0 feet of the East 319.83 feet of Lot 11; the East 119.83 feet of Lot 12; the East 119.83 feet of the North 75 feet of Lot 13; the North 175 feet of Lot 20; the North 375 feet of Lot 21 and the North 575 feet of Lot 22, all in Spring Hammock Replat, according to the plat thereof, as recorded in Plat Book 7, Page 96, Public Records of Seminole County, Florida; less right of way of Highway 17-92 and less real property described in Official Records Book 1050, Page 678, Public Records of Seminole County, Florida.

PARCEL 3:

That part of Lots 10, 11, 21 and 22, Spring Hammock Replat, as recorded in Plat Book 7, Page 96, Public Records of Seminole County, Florida, described as follows:

From the Northeast corner of said Lot 21, run South 00°50'25" West a distance of 20.00 feet along the East line of said Lot 21 for a Point of Beginning; thence North 88°01'35" West, parallel to the North line of said Lot 21, a distance of 200.00 feet; thence North 00°50'25" East a distance of 9.00 feet; thence North 88°01'35" West a distance of 41 feet; thence South 00°50'25" West a distance of 5.70 feet; thence North 88°01'53" West a distance of 54.83 feet; thence South 00°50'25" West a distance of 123.30 feet; thence South 88°01'35" East a distance of 95.83 feet to the West line of said Lot 21; thence South 00°50'25" West, along the West line of said Lot 21, a distance of 60.00 feet; thence South 88°01'35" East a distance of 380.00 feet to a point 20.00 feet West of the East line of said Lot 22; thence North 00°50'25" East, parallel to the East line of said Lot 22, a distance of 180 feet; thence North 88°01'35" West a distance of 180 feet to the Point of Beginning.

PARCEL 4:

The North 15 feet of the South 40 feet of Lot 13, Spring Hammock Replat, according to the plat thereof, as recorded in Plat Book 7, Page 96, Public Records of Seminole County, Florida, LESS the East 119.83 feet thereof.

Depiction:


SUBJECT SITE
SHEPARD RD
WILDWOOD DR
SEVEN OAKS BLVD
US HIGHWAY 17-92

Orlando Sentinel
MEDIA GROUP

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

Sold To:
City Of Winter Springs - CU00116922
1126 E State Road 434
Winter Springs, FL 32708-2715

Bill To:
City Of Winter Springs - CU00116922
1126 E State Road 434
Winter Springs, FL 32708-2715

State Of Florida
County Of Orange

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

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on May 26, 2025.

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



Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 27 day of May, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7819429

Orlando Sentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARINGS CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE PLANNING AND ZONING BOARD AND THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2025-04

ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR FOUR (4) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 9.82 ACRES, MORE OR LESS, GENERALLY LOCATED EAST OF US HIGHWAY 17-92 AND NORTHEAST OF THE INTERSECTION OF SHEPARD ROAD AND HIGHWAY 17-92, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM COUNTY "INDUSTRIAL" TO CITY "COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

ORDINANCE 2025-05

ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, RELATING TO THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 9.82 ACRES, MORE OR LESS, GENERALLY LOCATED EAST OF US HIGHWAY 17-92 AND NORTHEAST OF THE INTERSECTION OF SHEPARD ROAD AND HIGHWAY 17-92, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE PARCELS FROM COUNTY "M-1" TO CITY "GENERAL COMMERCIAL DISTRICT" (C-2); PROVIDING THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

THE PLANNING AND ZONING BOARD PUBLIC HEARING WILL BE HELD ON THURSDAY, JUNE 05, 2025 AT 5:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT
WINTER SPRINGS CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FL 32708

THE CITY COMMISSION FIRST READING PUBLIC HEARING WILL BE HELD ON MONDAY, JUNE 23, 2025 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

Orlando Sentinel
MEDIA GROUP

THE PLANNING AND ZONING BOARD AND/OR THE CITY COMMISSION RESERVE THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THESE ORDINANCES AT THE ABOVE-LISTED MEETINGS WITHOUT FURTHER NOTICE.

The proposed ordinances 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 ordinances. If you decide to appeal any recommendation or decision made by any of the City's Boards or Commission with respect to any matter considered at these meetings, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceeding is made upon which the appeal is based.
5/26/2025 7819429

7819429

PUBLIC HEARINGS AGENDA ITEM 402

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

First Reading of Ordinance 2025-05, to assign the General Commercial Zoning District to one (1) parcel of land located at 1333 N US HWY 17-92

SUMMARY

The privately owned property generally located at 1333 N US HWY 17-92 was voluntarily annexed into the City by Ordinance 2023-02. Ordinance 2025-05 proposes to assign General Commercial Zoning to the subject property. The applicant intends continued utilization of the property for the storage of automobiles for sale/ auction. The proposed General Commercial Zoning District meets the analysis requirements addressed in the staff report as it aligns with the prevailing character of the immediate surrounding properties as well as future goals and objectives of the City.

FUNDING SOURCE

RECOMMENDATION

The Community Development Department recommends that the City Commission recommend approval of the First Reading of Ordinance 2025-05 to assign the General Commercial Zoning District to property generally located at 1333 N US HWY 17-92.

PUBLIC HEARINGS AGENDA

CITY COMMISSION
June 23, 2025 | REGULAR MEETING

TITLE

1333 N US Hwy 17-92 | Rezoning

SUMMARY/UPDATE

The Community Development Department requests that the City Commission hold a Public Hearing to consider Ordinance 2025-05 for the rezoning of four parcels totaling ±9.82 acres located on the east side of U.S. Hwy 17-92 north of Shepard Rd. from Seminole County "M-1" to City of Winter Springs "C-2" and the accompanying Development Agreement.

General Information		
Applicant	James G. Willard, Esq.	
Property Owner(s)	Florida Auto Auction Properties, LLC	
Location	East side of U.S. Hwy 17-92 north of Shepard Rd.	
Tract Size	±9.82 acres	
Parcel ID Number	28-20-30-501-0000-0100, 28-20-30-501-0000-010A, 28-20-30-501-0000-010B, and 28-20-30-501-0000-013A	
Zoning Designation	Seminole County M-1	
FLUM Designation	Seminole County Industrial	
Adjacent Land Use	North: Conservation East: FDOT Stormwater Pond	South: Sprague Electric Co. West: U.S. Hwy 17-92
Development Permits	None	
Development Agreement	Pending	
Code Enforcement	None	
City Liens	None	

Request:
The applicant has initiated a Rezoning for the subject property, located east side of U.S. Hwy 17-92 north of Shepard Rd. Ordinance 2025-05 proposes to rezone the property from Seminole County "M-1" to the City of Winter Springs "C-2".

Background Data:
The subject site is comprised of four (4) parcels totaling 9.82 acres. Historically, General Dynamics Corporation or its affiliates manufactured printed circuit boards and other electronic equipment at this property from the mid-1960s to the early 1980s. The structures which were previously on the site have been demolished. As discussed during the annexation process, the property is an EPA Superfund site and is undergoing a remediation process for groundwater contamination. As also discussed during the annexation process, the EPA has identified the responsible party as Raytheon Technologies, and the City bears no responsibility for the remediation. Changing the zoning designation of the property create any liability on the City's part.

The subject property was annexed into the City of Winter Springs via Ordinance No. 2023-02, recorded in the Official Records of Seminole County, Florida, at Official Record Book 10470 Pages 1624-1628.

Public Notices:
Public Hearing Notices were mailed to all owners of real property adjacent to and within approximately five-hundred (500) feet of the subject property and to all Homeowner's Associations on file with the City Winter Springs and located within one-half (1/2) mile of the subject property (21 notices) on May 23, 2025.

Rezoning Analysis:
The following criteria is set forth by City of Winter Springs Code of Ordinances Section 20-31(d) which has been analyzed by staff to form a recommendation:

Rezoning Criteria & Analysis	
1.	The proposed rezoning change is in compliance with all procedural requirements established by the City Code and law; **Analysis:** The proposed rezoning is in compliance with all procedural requirements established by the City Code and by law. Requirements for advertising the land use action have been met.
2.	The proposed rezoning change is consistent with the City's Comprehensive Plan including, but not limited to, the Future Land Use Map and the proposed change would not have an adverse effect on the Comprehensive Plan; **Analysis:** The proposed rezoning change is consistent with the City's proposed Comprehensive Plan Amendment as detailed in Ordinance 2025-05, which includes a Future Land Use designation of Commercial, and the

	proposed change will not have an adverse effect on the Comprehensive Plan.
3.	The proposed rezoning change is consistent with any Master Plan applicable to the property; **Analysis:** Not applicable.
4.	The proposed rezoning change is not contrary to the land use pattern established by the City's Comprehensive Plan; **Analysis:** The proposed rezoning from Seminole County "M-1" to the City of Winter Springs "C-2" is appropriate and compatible with the land use pattern established by the City's Comprehensive Plan. Surrounding properties adjacent to the subject property have compatible Future Land Use and Zoning designations. The properties located directly south of the subject property are also designated C-2.
5.	The proposed rezoning change would not create a spot zone prohibited by law; **Analysis:** The proposed zoning designation is compatible with the surrounding area and does not create a spot zone as surrounding properties are also zoned C-2.
6.	The proposed rezoning change would not materially alter the population density pattern in a manner that would overtax the load on public facilities and services such as schools, utilities, streets, and other municipal services and infrastructure; **Analysis:** The proposed rezoning does not alter the population density pattern and will not negatively contribute to public facilities and services as the property will not be used for residential purposes. In addition, the City's public facilities will not be overloaded as the property use shall be limited to the following via the Development Agreement:
7.	The proposed rezoning would not result in existing zoning district boundaries that are illogically drawn in relation to existing conditions on the property and the surrounding area and the land use pattern established by the city's comprehensive plan; **Analysis:** The proposed rezoning does not result in existing zoning district boundaries that are illogically drawn due to the surrounding zoning designations.
8.	Changed or changing conditions make the proposed rezoning necessary for the city to serve the population and economic activities;

	Analysis: As stated above, the property was annexed via Ordinance 2023-02 into the City of Winter Springs. It is appropriate for the property to be rezoned from a Seminole County zoning designation to adopt a City zoning designation in conjunction with the Small-Scale Future Land Use Map Amendment.
9.	The proposed rezoning change will not seriously reduce light or air to adjacent areas; **Analysis:** The proposed zoning change will not reduce light or air to adjacent areas.
10.	Should the city be presented with competent substantial evidence indicating that property values will be adversely affected by the proposed rezoning, the applicant must demonstrate that the proposed rezoning change will not adversely affect property values in the surrounding area; **Analysis:** The proposed zoning designation has been determined by evaluating the prevailing character of the area around the subject property. The proposed rezoning is not anticipated to have an adverse effect on property values in the surrounding area.
11.	The proposed rezoning will not be a substantial detriment to the future improvement or development of vacant adjacent property; **Analysis:** The intent in the zoning of the property is to apply a zoning classification for the subject property that is consistent and compatible with the surrounding land uses. The proposed rezoning is not anticipated to have a detrimental impact on the improvement or development of vacant adjacent property.
12.	The proposed rezoning will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare and legitimate government interests; **Analysis:** The proposed rezoning does not constitute a grant of privilege to an individual owner as contrasted with the public welfare.
13.	The proposed rezoning change and allowed uses, intensity, and density are compatible with and not out of scale or incompatible with the surrounding existing development and needs of the neighborhood or the city; **Analysis:** The proposed rezoning change is compatible with the surrounding neighborhood for the reasons described above. The use for automobile parking to serve the auction house is not anticipated to negatively affect surrounding existing development along US 17-92.

14.	The proposed rezoning does not violate any applicable land use regulations adopted by the city. **Analysis:** The proposed rezoning does not violate any applicable land use regulations adopted by the City.
18.	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 applicant has agreed to execute a binding development agreement that specifies the use allowed on the property and contains a Land Use Plan outlining the limits of the parking area on the property. The property is already developed with a parking lot and no speculative rezoning shall occur as a result of this application.

Applicable Law, Public Policy, and Events:

- State of Florida Statues
  - Sections 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that development regulations for municipal planning must be consistent with the Comprehensive Plan).
  - Section 166.041: Procedures for adoption of ordinances and resolutions.
- Code of Ordinances of the City of Winter Springs
  - Chapter 15, Article 3 – Comprehensive Plan Amendments
  - Section 20-31. - Rezoning
- Comprehensive Plan of the City of Winter Springs

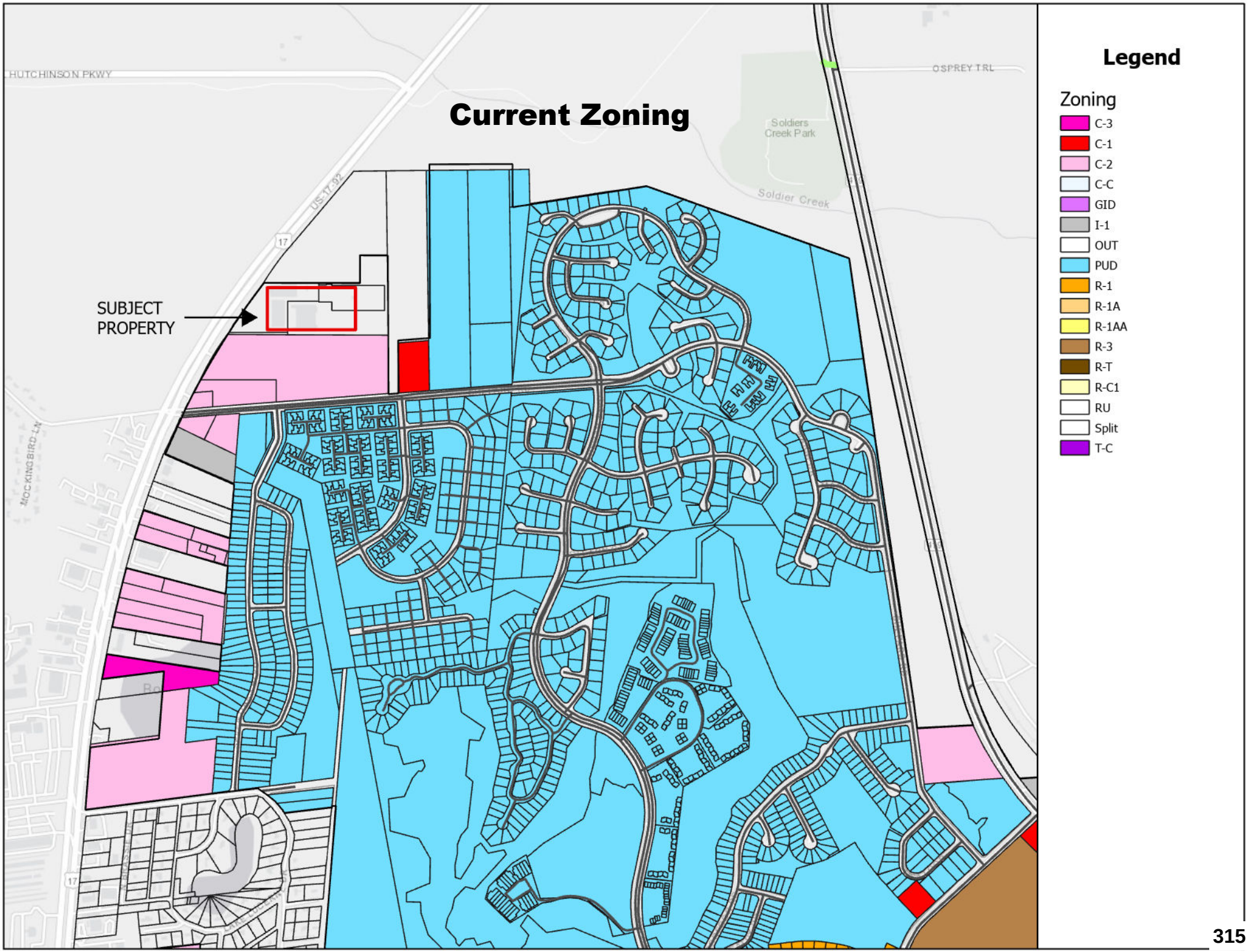
Procedural History:

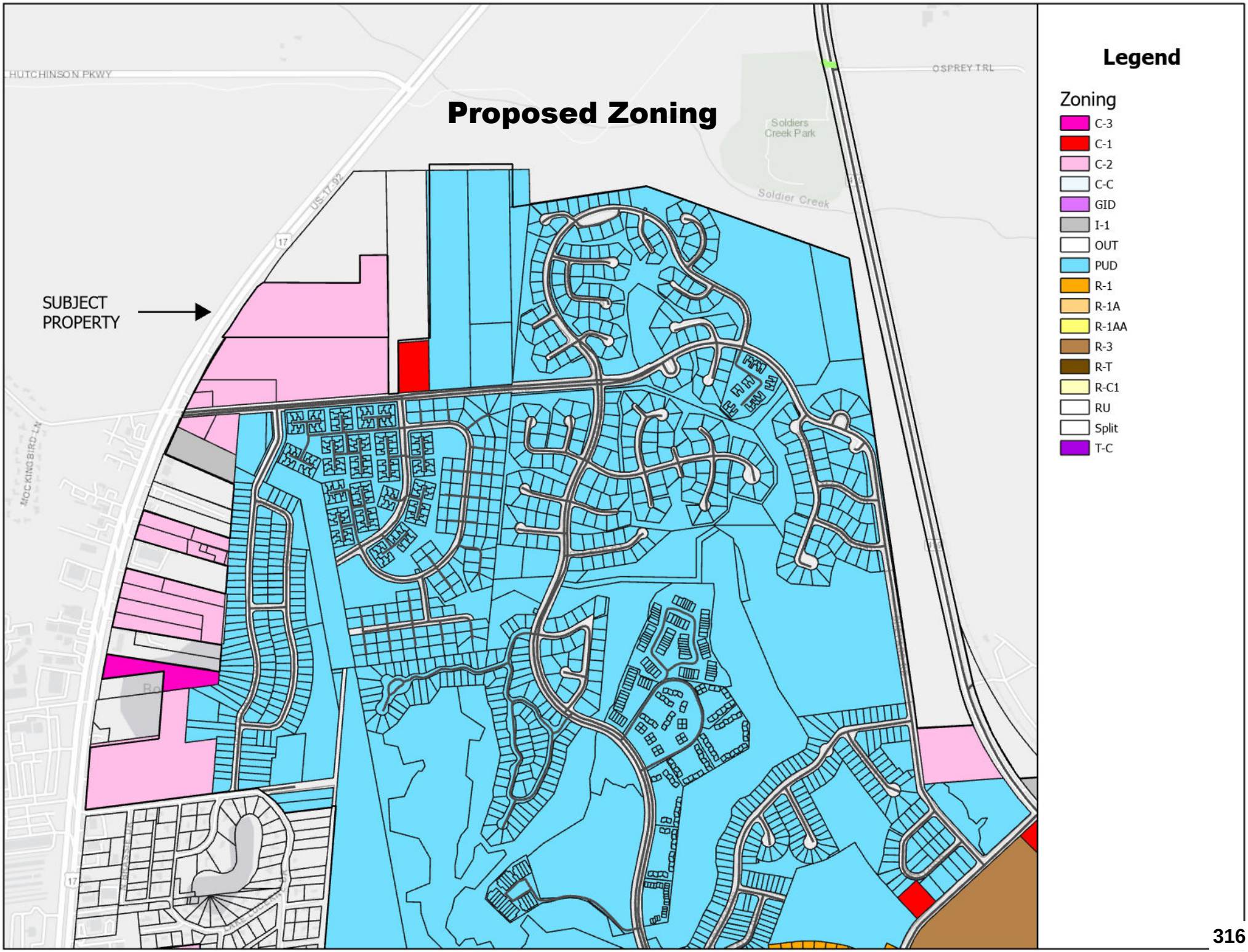
Procedural History:	
July 10, 2023	Annexation approved by City Commission
June 05, 2025	Planning & Zoning Board | Recommendation of Approval on Future Land Use Amendment
June 23, 2025	City Commission | Hearing on Future Land Use Amendment

Recommendation:
Staff recommends that the City Commission adopt Ordinance 2025-05 to rezone the subject property from Seminole County "M-1" to City "C-2", subject to execution of the Development Agreement as attached.

Attachments:
1. Current Zoning Map

2. Proposed Zoning Map
3. Development Agreement


Current Zoning
SUBJECT PROPERTY
HUTCHINSON PKWY
OSPREY TRL
Soldiers Creek Park
Soldier Creek
US-17-92
17
MOCKINGBIRD-LN
Legend
Zoning
C-3
C-1
C-2
C-C
GID
I-1
OUT
PUD
R-1
R-1A
R-1AA
R-3
R-T
R-C1
RU
Split
T-C


Proposed Zoning
SUBJECT PROPERTY
HUTCHINSON PKWY
OSPREY TRL
Soldiers Creek Park
Soldier Creek
US-17-92
17
MOCKINGBIRD LN
Legend
Zoning
C-3
C-1
C-2
C-C
GID
I-1
OUT
PUD
R-1
R-1A
R-1AA
R-3
R-T
R-C1
RU
Split
T-C

ORDINANCE NO. 2025-05

ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, RELATING TO THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 9.82 ACRES, MORE OR LESS, GENERALLY LOCATED EAST OF US HIGHWAY 17-92 AND NORTHEAST OF THE INTERSECTION OF SHEPARD ROAD AND HIGHWAY 17-92, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE PARCELS FROM COUNTY "M-1" TO CITY "GENERAL COMMERCIAL DISTRICT" (C-2); PROVIDING THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City 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, on July 10, 2023, the City Commission adopted Ordinance Number 2023-02, which is recorded in the Official Records of Seminole County, Florida, at Book 10470, Page 1624, and which annexed the subject property into the City of Winter Springs; and

WHEREAS, the City 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, the Planning and Zoning Board and City Staff of the City of Winter Springs recommended approval of this Ordinance at their March 06, 2025 meeting; and

WHEREAS, the City Commission of the City of Winter Springs held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the change consistent with the City of Winter Springs Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of the City of Winter Springs, Florida.

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. **Zoning Map Amendment.** That the official Zoning Map of the City of Winter Springs, as described in the City of Winter Springs Code Section 20-102, is hereby amended to include a change of classification for the property legally described and depicted on **Exhibit "A"** from County "M-1" to City "General Commercial District" (C-2).

Exhibit "A" is attached hereto and fully incorporated herein by this reference.

Section 3. **Staff Instructions.** City Staff is hereby directed to promptly amend the City's Official Zoning Map upon the effective date of this Ordinance. In addition, upon adoption and full execution of this Ordinance by the City Commission, the City Clerk is hereby directed to record this Ordinance in the Official Records of Seminole County, Florida. This Ordinance shall run with the land.

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

Section 5. **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 6. **Effective Date.** This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2025-04 as adopted by the City Commission of the City of Winter Springs, Florida, and pursuant to the City Charter. If Ordinance No. 2025-04 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 this _____ day of _____, 2025.

_____
Kevin McCann, Mayor

ATTEST:

_____
Christian Gowan, City Clerk

Approved as to legal form and sufficiency for

the City of Winter Springs only:

_____
Anthony A. Garganese, City Attorney

Legal Ad: _____
First Reading: _____
Legal Ad: _____
Second Reading: _____
Effective Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

Legal Description:

PARCEL 1:

Lot 10, (less the East 95.83 feet); Lot 11 (less the East 95.83 feet of the North 35 feet and less the South 65 feet of the East 319.83 feet); Lot 12 (less the East 119.83 feet); the North 60 feet of Lot 13 (less the East 119.83 feet thereof); all in Spring Hammock Replat, according to the plat thereof, as recorded in Plat Book 7, Page 96, Public Records of Seminole County, Florida.

PARCEL 2:

The East 95.83 feet of Lot 10; the North 35.0 feet of the East 95.83 feet and the South 65.0 feet of the East 319.83 feet of Lot 11; the East 119.83 feet of Lot 12; the East 119.83 feet of the North 75 feet of Lot 13; the North 175 feet of Lot 20; the North 375 feet of Lot 21 and the North 575 feet of Lot 22, all in Spring Hammock Replat, according to the plat thereof, as recorded in Plat Book 7, Page 96, Public Records of Seminole County, Florida; less right of way of Highway 17-92 and less real property described in Official Records Book 1050, Page 678, Public Records of Seminole County, Florida.

PARCEL 3:

That part of Lots 10, 11, 21 and 22, Spring Hammock Replat, as recorded in Plat Book 7, Page 96, Public Records of Seminole County, Florida, described as follows:

From the Northeast corner of said Lot 21, run South 00°50'25" West a distance of 20.00 feet along the East line of said Lot 21 for a Point of Beginning; thence North 88°01'35" West, parallel to the North line of said Lot 21, a distance of 200.00 feet; thence North 00°50'25" East a distance of 9.00 feet; thence North 88°01'35" West a distance of 41 feet; thence South 00°50'25" West a distance of 5.70 feet; thence North 88°01'53" West a distance of 54.83 feet; thence South 00°50'25" West a distance of 123.30 feet; thence South 88°01'35" East a distance of 95.83 feet to the West line of said Lot 21; thence South 00°50'25" West, along the West line of said Lot 21, a distance of 60.00 feet; thence South 88°01'35" East a distance of 380.00 feet to a point 20.00 feet West of the East line of said Lot 22; thence North 00°50'25" East, parallel to the East line of said Lot 22, a distance of 180 feet; thence North 88°01'35" West a distance of 180 feet to the Point of Beginning.

PARCEL 4:

The North 15 feet of the South 40 feet of Lot 13, Spring Hammock Replat, according to the plat thereof, as recorded in Plat Book 7, Page 96, Public Records of Seminole County, Florida, LESS the East 119.83 feet thereof.

Depiction:


SUBJECT SITE
SHEPARD RD
WILDWOOD DR
SEVEN OAKS BLVD
US HIGHWAY 17-92

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

Florida Auto Auction

Future Land Use Amendment and Rezoning

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and executed this _____ day of _____, 2025, by and between the **CITY OF WINTER SPRINGS**, A Florida municipal corporation with a principal address at 1126 E. SR 434, Winter Springs, Florida 32708 ("**City**"), and **FLORIDA AUTO AUCTION PROPERTIES, LLC**, a Florida Limited Liability Company with a principal address at 2800N. U.S. HWY 17-92, Longwood, Florida 32750 ("**Developer**").

WITNESSETH:

WHEREAS, the Developer is the owner of approximately 9.82 acres, more or less, of real property generally located on the East side of U.S. HWY 17-92, northeast of the intersection of Shepard Road and U.S. HWY 17-92 in Winter Springs, Seminole County, Florida, more particularly described herein (the "Property"); and

WHEREAS, on July 10, 2023, the City Commission adopted Ordinance No. 2023-02, which is recorded in the Official Records of Seminole County, Florida, at Book 10470, Pages 1624-1628, and which annexed the subject Property into the City of Winter Springs; and

WHEREAS, the subject Property is the site of a United States Environmental Protection Agency ("EPA") superfund site, and the EPA has determined that the responsible party is Raytheon Technologies, thus the City bears no responsibility or liability for any contamination on the Property or for the remediation thereof; and

WHEREAS, the Developers desire to amend the Future Land Use designation of the Property from County "Industrial" to City "Commercial" and to amend the official zoning map

designation of the Property from County "Industrial (M-1)," to City "General Commercial (C-2)," for the purpose of developing a surface parking lot for the storage of automobiles to serve the auction business located on a separate property; and

WHEREAS, the City Commission desires to approve the Developer's request to change the Future Land Use designation and rezone the Property, subject to the conditions in this Agreement; and

WHEREAS, Section 20-31 of the City Code provides that the speculative rezoning of land is very disfavored by the City and, in conjunction with a rezoning application, the Developer shall be required to fully disclose any proposed new development project that will be pursued if the proposed rezoning request is approved; and

WHEREAS, in compliance with the City Code, the Developer has included a general land use plan, as described further herein, which shall be deemed to be binding on the Property, and the change of zoning shall be deemed to have been granted in reliance on said land use plan; and

WHEREAS, this Development Agreement shall be recorded in the Official Records of Seminole County, Florida, against the Property so that the terms and conditions of approval herein shall run with the land.

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 comprises four tax parcels with identification numbers 28-20-30-501-0000-0100, 28-20-30-501-0000-010A, 28-20-30-501-0000-010B, and 28-20-30-501-0000-013A. The Property is legally described in **Exhibit A**, which is attached hereto and fully incorporated herein by this reference.

4.0 Project Description and Requirements. The Developer agrees that the Property shall be developed and used as a surface parking lot for the storage of automobiles to serve the Developer's auction business located on property that is within two miles of the subject Property (the "Project"). The Project shall be subject to the conditions outlined in this Agreement.

5.0 Land Use Plan. The Project shall be substantially developed in accordance with the survey plan which is attached hereto as **Exhibit B** and incorporated herein by this reference ("Land Use Plan"). The Land Use Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Land Use Plan shall also serve as a

necessary guide for future permit applications which may be necessary to complete the construction of the Project.

6.0 Omitted.

7.0 Future Permitting. Not applicable.

8.0 Representations of the Parties. The City and Developers hereby each represent and warrant to the other that they have the power and authority to execute, deliver and perform the terms and provisions of this Agreement and have 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 Developers, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon the 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. Developers represent that they have voluntarily and willfully executed this Agreement for purposes of binding themselves and the Property to the terms and conditions set forth in this Agreement.

9.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developers 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.

10.0 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.

11.0 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.

12.0 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 Developers as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

13.0 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.

14.0 Effective Date. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.

15.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Seminole County, Florida by the City.

16.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developers are independent contractors and not agents 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.

17.0 Sovereign Immunity. 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).

18.0 City's Police Power. Developers agree and acknowledge 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.

19.0 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.

20.0 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.

21.0 Specific Performance. 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.

22.0 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.

23.0 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. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developers 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 Developers are in breach of any term or condition of this Agreement.

24.0 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 or an action for specific performance and/or injunctive relief. In addition, Developers specifically acknowledge and agree that violations of this Agreement will also constitute a violation of the Zoning Ordinances of the City, and this Agreement may be enforced in the manner of zoning code violations pursuant to the City Code. Prior to any party filing any court 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.

25.0 Termination. The City shall have the right, but not obligation, to terminate the Agreement if Developers permanently abandon 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 24.0 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. Upon termination for any reason, the City may elect to initiate a Future Land Use designation amendment and rezoning of the Property, the advertising and noticing costs of which shall be borne by the Developers. In that circumstance, the Developers hereby waive the right to object to, contest, or support others in objecting to or contesting the City's efforts to initiate such Future Land Use designation amendment and rezoning of the Property.

26.0 Indemnification and Hold Harmless. Developers shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developers hereby agree 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 activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

27.0 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.

28.0 **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:

Attn: Kevin Sweet, City Manager
City of Winter Springs
1126 East S.R. 434
Winter Springs, Florida 32708

For the Developer:

Florida Auto Auction Properties, LLC
Attn: Josh Lorenz, General Manager
Address: 2800 N US 17 92
Longwood, Florida 32750
Email: jlorenz@orlandolongwoodaa.com

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.

29.0 **Assignment.** Prior to completing the construction of the Project and reaching final build-out of the Project, Developers shall not assign this Agreement without the prior written consent of the City. Such assignment shall also 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, Developers shall be entitled to assign their rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developers or their members are members or interest holders without City consent, provided that the City is given notice of such assignment in accordance with Section 28.0 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

_____

Kevin McCann, Mayor

Date: _____

ATTEST:

_____

Christian Gowan, City Clerk

CITY SEAL

Approved as to form and legality for
the City of Winter Springs only:

_____

Anthony A. Garganese, City Attorney

Date: _____

STATE OF FLORIDA
COUNTY OF
SEMINOLE

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 2025, by Kevin McCann, Mayor of THE CITY OF WINTER SPRINGS, FLORIDA, a municipal corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

FLORIDA AUTO AUCTION PROPERTIES, LLC,
a Florida Limited Liability Company

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

_____
Print name and title: _____

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2025, by_____, the _____ of Florida Auto Auction Properties, LLC. He/she 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: _____

DEVELOPERS ARE HEREBY ADVISED THAT SHOULD DEVELOPERS 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

Legal Description of the Property

LEGAL DESCRIPTION:

(AS FURNISHED BY (OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY) – FILE NUMBER 22053789)

PARCEL 1:

LOT 10, (LESS THE EAST 95.83 FEET); LOT 11 (LESS THE EAST 95.83 FEET OF THE NORTH 35 FEET AND LESS THE SOUTH 65 FEET OF THE EAST 319.83 FEET); LOT 12 (LESS THE EAST 119.83 FEET); THE NORTH 60 FEET OF LOT 13 (LESS THE EAST

119.83 FEET THEREOF); ALL IN SPRING HAMMOCK REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 2:

THE EAST 95.83 FEET OF LOT 10; THE NORTH 35.0 FEET OF THE EAST 95.83 FEET AND THE SOUTH 65.0 FEET OF THE EAST

319.83 FEET OF LOT 11; THE EAST 119.83 FEET OF LOT 12; THE EAST 119.83 FEET OF THE NORTH 75 FEET OF LOT 13; THE NORTH 175 FEET OF LOT 20; THE NORTH 375 FEET OF LOT 21 AND THE NORTH 575 FEET OF LOT 22, ALL IN SPRING HAMMOCK REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; LESS RIGHT OF WAY OF HIGHWAY 17–92 AND LESS REAL PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1050, PAGE 678, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 3:

THAT PART OF LOTS 10, 11, 21 AND 22, SPRING HAMMOCK REPLAT, AS RECORDED IN PLAT BOOK 7, PAGE 96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 21, RUN SOUTH 00°50'25" WEST A DISTANCE OF 20.00 FEET ALONG THE EAST LINE OF SAID LOT 21 FOR A POINT OF BEGINNING; THENCE NORTH 88°01'35" WEST, PARALLEL TO THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°50'25" EAST A DISTANCE OF 9.00 FEET; THENCE NORTH 88°01'35" WEST A DISTANCE OF 41 FEET; THENCE SOUTH 00°50'25" WEST A DISTANCE OF 5.70 FEET; THENCE NORTH 88°01'53" WEST A DISTANCE OF 54.83 FEET; THENCE SOUTH 00°50'25" WEST A DISTANCE OF 123.30 FEET; THENCE SOUTH 88°01'35" EAST A DISTANCE OF 95.83 FEET TO THE WEST LINE OF SAID LOT 21; THENCE SOUTH 00°50'25" WEST, ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°01'35" EAST A DISTANCE OF 380.00 FEET TO A POINT 20.00 FEET WEST OF THE EAST LINE OF SAID LOT 22; THENCE NORTH 00°50'25" EAST, PARALLEL TO THE EAST LINE OF SAID LOT 22, A DISTANCE OF 180 FEET; THENCE NORTH 88°01'35" WEST A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THE NORTH 15 FEET OF THE SOUTH 40 FEET OF LOT 13, SPRING HAMMOCK REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS THE EAST 119.83 FEET THEREOF.

EXHIBIT B

Land Use Plan

ALTA/NSPS LAND TITLE SURVEY

for:

FLORIDA AUTO AUCTION PROP LLC

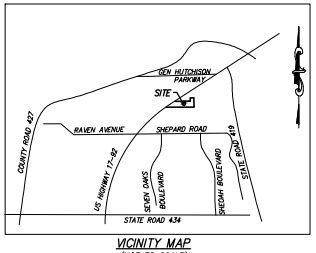
SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK. AS A REFERENCE FOR THIS SURVEY, THE NORTH LINE OF LOT 8, SPRING HAMMOCK REPLAT HAS A BEARING OF SOUTH 89°40'49" EAST.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. NO. 12117C0155F, SEMINOLE COUNTY, FLORIDA, EFFECTIVE DATE OF SEPTEMBER 28, 2007, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "X",(AREAS OF 0.2% ANNUAL CHANCE FLOOD).
3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER 22053789, DATED MARCH, 22, 2022.
4. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
5. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
6. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
7. THERE ARE NUMEROUS PARKING SPACES IN THE SUBJECT PARCEL HOWEVER THE STRIPING IS NO LONGER DISCERNABLE.
8. UNDERGROUND FOUNDATIONS WERE NOT LOCATED AS PART OF THIS SURVEY.
9. UNDERGROUND UTILITIES WERE LOCATED BY VISIBLE ABOVE GROUND EVIDENCE. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS PART OF THIS SURVEY.
10. SUBJECT PARCEL CONTAINS: ±9.74 ACRES
    ADDRESS: 1333 N US HIGHWAY 17–92, LONGWOOD, FL.
    ZONING: 41–LIGHT MANUFACTURING
    PER: SEMINOLE COUNTY ZONING

    SETBACKS:
    MINIMUM FRONT YARD = 50.00 FEET
    MINIMUM REAR YARD = 10.00 FEET
    MINIMUM SIDE YARD = 10.00 FEET
    MAXIMUM BUILDING HEIGHT = 35.00 FEET
11. EVIDENCE OF RECENT CONSTRUCTION WAS OBSERVED DURING THE TIME FIELD WORK WAS PERFORMED ON THE SUBJECT PARCEL.
12. NO EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL WAS OBSERVED DURING THE TIME FIELD WORK WAS PERFORMED ON THE SUBJECT PARCEL. NOTE: SITE SIGNAGE AND NUMEROUS TESTING WELLS INDICATE POSSIBLE MONITORING OF SUBSURFACE GROUND WATER WITHIN THE PREMISES.
13. BEARINGS AND DISTANCES SHOWN ALONG PERIMETER BOUNDARY ARE MEASURED UNLESS OTHERWISE SHOWN.
14. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J–17.062(3).
15. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 05/20/2022 PER FAC 5J–17.062(2).
16. PARCELS 1 THROUGH 4 DESCRIBED HEREON ARE CONTIGUOUS TO ONE ANOTHER ALONG THEIR COMMON BOUNDARY LINES WITH NO GAPS GORES OR OVERLAPS BETWEEN SAID PARCELS. WHEN COMBINED, SAID PARCELS CONSTITUTE ONE PARCEL OF LAND.

LEGEND AND ABBREVIATIONS:

ALTA	AMERICAN LAND TITLE ASSOCIATION	Δ	DELTA (CENTRAL ANGLE)
BOT	BOTTOM	±	MORE OR LESS
(C)	CALCULATED	⊡	FOUND CONCRETE MONUMENT AS NOTED
CB	CHORD BEARING	○	FOUND NAIL & DISK AS NOTED
CCR	CERTIFIED CORNER RECORD	⊙	FOUND NAIL & DISK (LB 8501)
CH	CHORD LENGTH	●	FOUND 5/8" IRON ROD & CAP LS4101
CLF	CHAIN LINK FENCE	●	FOUND IRON ROD AS NOTED
℄	CENTERLINE	●	SET NAIL & DISK (LB 8501)
CM	CONCRETE MONUMENT	●	SET 5/8" IRON ROD & CAP (LB 8501)
CMP	CORRUGATED METAL PIPE	⊕	CONTROL BENCHMARK AS DESCRIBED
(D)	DESCRIPTION	▤	CURB INLET GRATE
DIP	DUCTILE IRON PIPE	▤	CATCH BASIN
EL.	ELEVATION	Ⓢ	STORM MANHOLE
ESMT	EASEMENT	Ⓢ	SANITARY MANHOLE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	⊛	SANITARY CLEANOUT
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	Ⓔ	ELECTRIC MANHOLE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	⊛	ELECTRIC METER
FND	FOUND	⊛	ELECTRIC RISER BOX
GR	GROUND	▣	CABLE TELEVISION RISER BOX
ID	IDENTIFICATION	▣	TELEPHONE RISER BOX
INV	INVERT	▣	WIRE POLL BOX
IP	IRON PIPE	⊢	IRRIGATION CONTROL VALVE
IR	IRON ROD	▣	WATER METER
IRC	IRON ROD AND CAP	⋈	WATER VALVE
IRV	IRRIGATION CONTROL VALVE	◇	FIRE HYDRANT
L	ARC LENGTH	◇	CONCRETE UTILITY POLE
LB	LICENSED BUSINESS	◇	METAL UTILITY POLE
LS	LAND SURVEYOR	◇	WOOD UTILITY POLE
(M)	MEASURED	←	UTILITY POLE GUY ANCHOR
MB	MAP BOOK		
NAVD	NORTH AMERICAN VERTICAL DATUM		
NSPS	NATIONAL SOCIETY PROFESSIONAL SURVEYORS		
NO.	NUMBER	✲	LIGHT POLE
(NR)	NOT RADIAL	⊸	SIGN
OR	OFFICIAL RECORDS BOOK		
(P)	PLAT		LINE BREAK
PB	PLAT BOOK	x	FENCE LINE AS NOTED
PC	POINT OF CURVATURE	OHU	OVERHEAD UTILITY LINE
PCC	POINT OF COMPOUND CURVATURE	TOB	TOP OF BANK
PG(S)	PAGE(S)	TOS	TOE OF SLOPE
P.O.C.	POINT OF COMMENCEMENT	100	EXISTING CONTOUR
P.O.B.	POINT OF BEGINNING	S	SANITARY SEWER LINE
PNT	POINT OF NON–TANGENT	D	STORM DRAINAGE LINE
PRC	POINT OF REVERSE CURVATURE	W	WATER LINE
PVC	POLYVINYL CHLORIDE		
(R)	RADIAL		
R	RADIUS		CONCRETE AREA
RCP	REINFORCED CONCRETE PIPE		ASPHALT AREA
RLS	REGISTERED LAND SURVEYOR		BRICK PAVER AREA
R/W	RIGHT OF WAY		
SEC	SECTION		
SF	SQUARE FEET		
TWP	TOWNSHIP		



VICINITY MAP
(NOT TO SCALE)

SCHEDULE B2 EXCEPTIONS:

7. RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS, DEDICATIONS AND OTHER MATTERS CONTAINED ON THE PLAT OF SPRING HAMMOCK, AS RECORDED IN PLAT BOOK 2, PAGE 2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (NO LONGER AFFECTS–SPRING HAMMOCK REPLAT SUPERSEDES OVER THE SUBJECT PARCEL)
8. RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS, DEDICATIONS AND OTHER MATTERS CONTAINED ON THE PLAT OF SPRING HAMMOCK REPLAT, AS RECORDED IN PLAT BOOK 7, PAGE 96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED AS APPLICABLE)
9. TERMS, COVENANTS, CONDITIONS, EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS CONTAINED IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 106; AS ASSIGNED BY THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 424, PAGE 37; AND AS AFFECTED BY THAT CERTAIN AFFIDAVIT REGARDING TERMINATION OF LEASES AND EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 2571, PAGE 321, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
10. TERMS, COVENANTS, CONDITIONS, EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS CONTAINED IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 390, PAGE 428; AS AFFECTED BY THAT CERTAIN AFFIDAVIT REGARDING TERMINATION OF LEASES AND EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 2571, PAGE 321, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (DOCUMENT PROVIDED NOT LEGIBLE)
11. TERMS, COVENANTS, CONDITIONS, EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS CONTAINED IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1050, PAGE 680; AS AFFECTED BY THAT CERTAIN AFFIDAVIT REGARDING TERMINATION OF LEASES AND EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 2571, PAGE 321, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
12. TERMS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS CONTAINED IN THAT CERTAIN QUIT–CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1128, PAGE 361, CORRECTED IN OFFICIAL RECORDS BOOK 1128, PAGE 1630, AND THAT CERTAIN CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 1243, PAGE 1334, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
13. EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 737, PAGE 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
14. EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 737, PAGE 84, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
15. EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 737, PAGE 134, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
16. EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 737, PAGE 135, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
17. DISTRIBUTION EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 1284, PAGE 38, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
18. DISTRIBUTION EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 1358, PAGE 605, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
19. TERMS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS CONTAINED IN THAT CERTAIN GRANT OF EASEMENT RECORDED IN O.R. BOOK 1259, PAGE 959, AS AFFECTED BY THAT CERTAIN QUIT–CLAIM DEED RECORDED IN O.R. BOOK 2571, PAGE 313, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
20. TERMS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS CONTAINED IN THAT CERTAIN AGREEMENT RECORDED IN O.R. BOOK 1259, PAGE 1600, AS AFFECTED BY THAT CERTAIN QUIT–CLAIM DEED RECORDED IN O.R. BOOK 2571, PAGE 313, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS–PLOTTED HEREON)
21. TERMS, COVENANTS, CONDITIONS AND OTHER MATTERS CONTAINED IN ANY UNRECORDED LEASE(S) AND ALL RIGHTS THEREUNDER OF THE LESSEE(S) AND OF ANY PERSON CLAIMING BY, THROUGH OR UNDER THE LESSEE(S).
22. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CH. 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY.

LEGAL DESCRIPTION:

(AS FURNISHED BY (OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY) – FILE NUMBER 22053789)

PARCEL 1:
LOT 10, (LESS THE EAST 95.83 FEET); LOT 11 (LESS THE EAST 95.83 FEET OF THE NORTH 35 FEET AND LESS THE SOUTH 65 FEET OF THE EAST 319.83 FEET); LOT 12 (LESS THE EAST 119.83 FEET); THE NORTH 60 FEET OF LOT 13 (LESS THE EAST 119.83 FEET THEREOF); ALL IN SPRING HAMMOCK REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 2:
THE EAST 95.83 FEET OF LOT 10; THE NORTH 35.0 FEET OF THE EAST 95.83 FEET AND THE SOUTH 65.0 FEET OF THE EAST 319.83 FEET OF LOT 11; THE EAST 119.83 FEET OF LOT 12; THE EAST 119.83 FEET OF THE NORTH 75 FEET OF LOT 13; THE NORTH 175 FEET OF LOT 20; THE NORTH 375 FEET OF LOT 21 AND THE NORTH 575 FEET OF LOT 22, ALL IN SPRING HAMMOCK REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; LESS RIGHT OF WAY OF HIGHWAY 17–92 AND LESS REAL PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1050, PAGE 678, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 3:
THAT PART OF LOTS 10, 11, 21 AND 22, SPRING HAMMOCK REPLAT, AS RECORDED IN PLAT BOOK 7, PAGE 96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 21, RUN SOUTH 00°50'25" WEST A DISTANCE OF 20.00 FEET ALONG THE EAST LINE OF SAID LOT 21 FOR A POINT OF BEGINNING; THENCE NORTH 88°01'35" WEST, PARALLEL TO THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°50'25" EAST A DISTANCE OF 9.00 FEET; THENCE NORTH 88°01'35" WEST A DISTANCE OF 41 FEET; THENCE SOUTH 00°50'25" WEST A DISTANCE OF 5.70 FEET; THENCE NORTH 88°01'53" WEST A DISTANCE OF 54.83 FEET; THENCE SOUTH 00°50'25" WEST A DISTANCE OF 123.30 FEET; THENCE SOUTH 88°01'35" EAST A DISTANCE OF 95.83 FEET TO THE WEST LINE OF SAID LOT 21; THENCE SOUTH 00°50'25" WEST, ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°01'35" EAST A DISTANCE OF 380.00 FEET TO A POINT 20.00 FEET WEST OF THE EAST LINE OF SAID LOT 22; THENCE NORTH 00°50'25" EAST, PARALLEL TO THE EAST LINE OF SAID LOT 22, A DISTANCE OF 180 FEET; THENCE NORTH 88°01'35" WEST A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING.

PARCEL 4:
THE NORTH 15 FEET OF THE SOUTH 40 FEET OF LOT 13, SPRING HAMMOCK REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS THE EAST 119.83 FEET THEREOF.

SURVEYOR'S CERTIFICATE:

TO: FLORIDA AUTO AUCTION PROP LLC; WILLIAM S. NUCKOLLS III; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; SHUTTS & BOWEN LLP; CIPPARONE & CIPPARONE, P.A.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 8, 9, 11(b), 13, 14, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 11/18/2024 DATE OF PLAT OR MAP: 11/26/2024.

I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050–.052, FLORIDA ADMINISTRATIVE CODE.

William D Donley
Digitally signed by William D Donley
Date: 2024.11.26 11:38:20 -05'00'

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILLIAM D. DONLEY CERTIFICATE NO. 5381 STATE OF FLORIDA REGISTERED LAND SURVEYOR

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
NA	8/5/2022	WDD	REVISED CERTIFIED PARTIES	WDD
NA	2/20/202	WDD	ADD SEPTIC TANK LOCATION	WDD
NA	3/8/2023	WDD	ADD PARCEL NUMBERS	WDD
NA	11/28/2023	WDD	UPDATE BOUNDARY/ADD PROPOSED CONDUIT	WDD
NA	11/18/2024	WDD	UPDATE BOUNDARY	WDD

DONLEY CONSULTING GROUP, LLC
210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8501

A PORTION OF LOTS 10-13, 20-22
SPRING HAMMOCK REPLAT

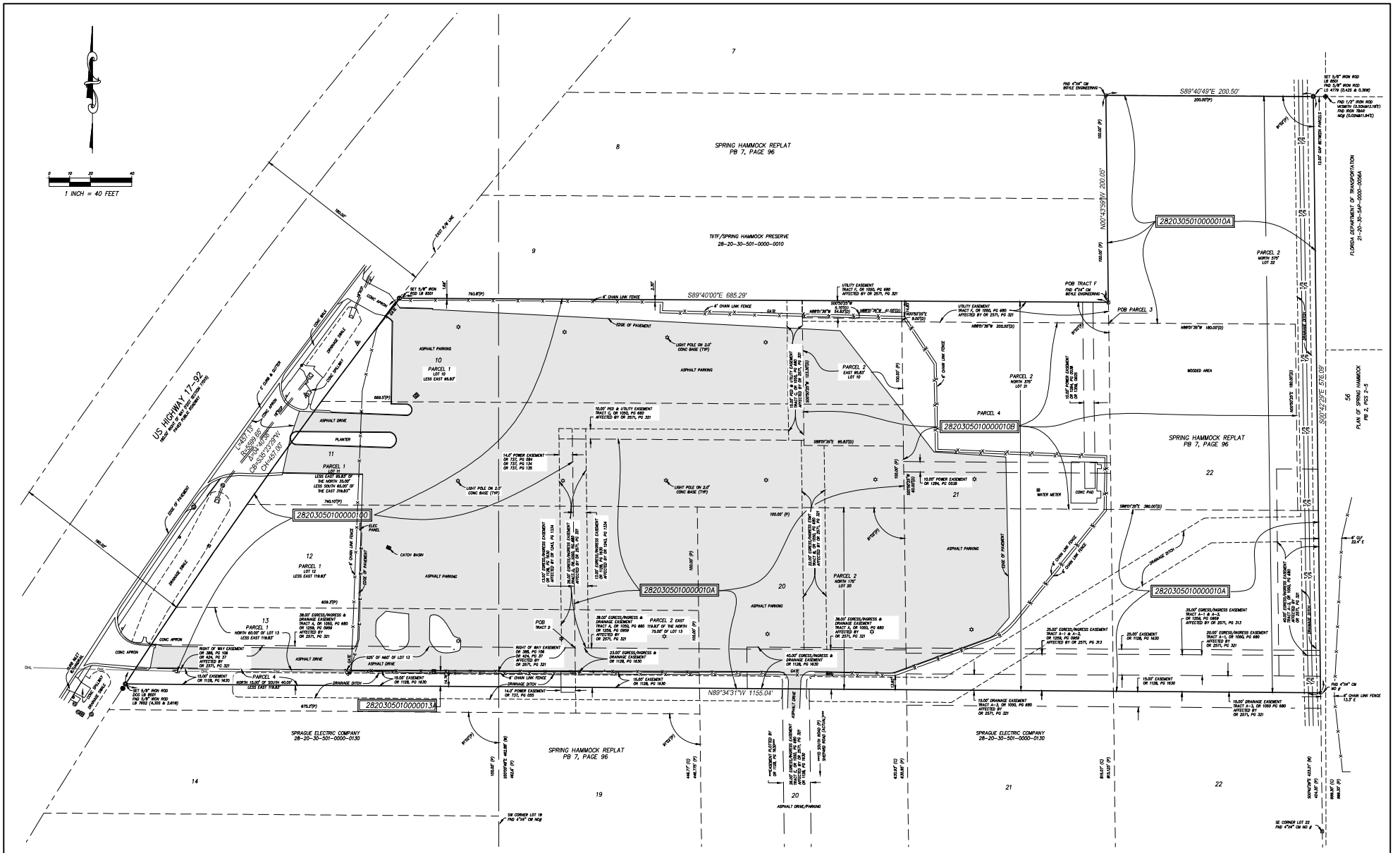
LOCATED IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

BOUNDARY SURVEY for:

FLORIDA AUTO AUCTION PROP LLC

FB/PG	FIELD DATE	PROJECT NO.
DCG SEMINOLE 1 / 1–3	11/18/2024	100.001
DRAWING DATE	BY / APPROVED	SCALE
11/26/2024	WDD / WDD	1" = 40'

1 OF 2



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
NA	8/2/2022	WDD	REVISED CERTIFIED PARTIES	WDD
NA	2/20/2022	WDD	ADD SEPTIC TANK LOCATION	WDD
NA	3/8/2023	WDD	ADD PARCEL NUMBERS	WDD
NA	11/28/2023	WDD	UPDATE BOUNDARY/ADD PROPOSED CONDUIT	WDD
NA	11/18/2024	WDD	UPDATE BOUNDARY	WDD

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A PORTION OF LOTS 10-13, 20-22
SPRING HAMMOCK REPLAT

LOCATED IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

BOUNDARY SURVEY for:

FLORIDA AUTO AUCTION PROP LLC

FB/PG	FIELD DATE
DCG SEMINOLE 1 / 1-3	11/18/2024

DRAWING DATE	BY	APPROVED
11/26/2024	WDD	WDD

PROJECT NO. 100.001

SCALE 1" = 40'

2 OF 2

Orlando Sentinel
MEDIA GROUP

Published Daily in
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Sold To:
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1126 E State Road 434
Winter Springs, FL 32708-2715

Bill To:
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1126 E State Road 434
Winter Springs, FL 32708-2715

State Of Florida
County Of Orange

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

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on May 26, 2025.

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



Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 27 day of May, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7819429

Orlando Sentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARINGS CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE PLANNING AND ZONING BOARD AND THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2025-04

ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR FOUR (4) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 9.82 ACRES, MORE OR LESS, GENERALLY LOCATED EAST OF US HIGHWAY 17-92 AND NORTHEAST OF THE INTERSECTION OF SHEPARD ROAD AND HIGHWAY 17-92, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM COUNTY "INDUSTRIAL" TO CITY "COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

ORDINANCE 2025-05

ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, RELATING TO THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY WITHIN THE CITY OF WINTER SPRINGS TOTALING APPROXIMATELY 9.82 ACRES, MORE OR LESS, GENERALLY LOCATED EAST OF US HIGHWAY 17-92 AND NORTHEAST OF THE INTERSECTION OF SHEPARD ROAD AND HIGHWAY 17-92, SAID PARCELS BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE PARCELS FROM COUNTY "M-1" TO CITY "GENERAL COMMERCIAL DISTRICT" (C-2); PROVIDING THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

THE PLANNING AND ZONING BOARD PUBLIC HEARING WILL BE HELD ON THURSDAY, JUNE 05, 2025 AT 5:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT
WINTER SPRINGS CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FL 32708

THE CITY COMMISSION FIRST READING PUBLIC HEARING WILL BE HELD ON MONDAY, JUNE 23, 2025 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

Orlando Sentinel
MEDIA GROUP

THE PLANNING AND ZONING BOARD AND/OR THE CITY COMMISSION RESERVE THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THESE ORDINANCES AT THE ABOVE-LISTED MEETINGS WITHOUT FURTHER NOTICE.

The proposed ordinances 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 ordinances. If you decide to appeal any recommendation or decision made by any of the City's Boards or Commission with respect to any matter considered at these meetings, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceeding is made upon which the appeal is based.
5/26/2025 7819429

7819429

PUBLIC HEARINGS AGENDA ITEM 403

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Sutton Crossings Final Plat Approval

SUMMARY

On June 5, 2025 the Planning and Zoning Board held a public hearing to review and recommend approval of the Sutton Crossings Plat to the City Commission to allow the subdivision of the subject property into five (5) parcels, for retail space, hardware store, and quick serve drive through restaurant, consistent with the previously-approved final engineering plans approved by the City Commission on May 12, 2025.

Construction of the common infrastructure (sidewalks, roads, water/sewer, etc.) has not yet commenced and the applicant intends to begin pulling site work and building permits for the retail space, hardware store, and quick service drive through restaurant soon, when applicable conditions of approval of the final engineering/site plan have been met.

FUNDING SOURCE

RECOMMENDATION

The Community Development Department requests that the City Commission review and consider a recommendation of approval of the Sutton Crossings Plat to the City Commission to allow the subdivision of the subject property into five (5) parcels, for retail space, hardware store, and quick serve drive through restaurant, consistent with the previously-approved final engineering plans approved by the City Commission on May 12, 2025, subject to the conditions set forth in the Staff report..

STAFF REPORT – FINAL PLAT ACCEPTANCE
CITY COMMISSION
MONDAY, JUNE 23, 2025 | REGULAR MEETING

SUTTON CROSSINGS – CONSIDERATION OF FINAL PLAT APPROVAL

Approval of this Final Plat is being requested in furtherance of the previously-approved final engineering plans and is substantially in conformance with such plans, which were publicly noticed in accordance with Section 20-28.

SUMMARY

The Community Development Department requests that the Planning and Zoning Board review and consider the recommendation of approval of the Sutton Crossings Plat to the City Commission to allow the subdivision of the subject property into five (5) parcels, for retail space, hardware store, and quick serve drive through restaurant, consistent with the previously-approved final engineering plans approved by the City Commission on May 12, 2025. Construction of the common infrastructure (sidewalks, roads, water/sewer, etc.) has not yet commenced and the applicant intends to begin pulling site work and building permits for the retail space, hardware store, and quick service drive through restaurant soon.

General Information		
Applicant(s)	Blue Orange Holdings, LLC and EPB Engineering & Construction, PLLC	
Property Owner(s)	Blue Orange Holdings, LLC and EPB Engineering & Construction, PLLC	
Location	Northeast corner of Tuskawilla Road at Michael Blake Boulevard	
Tract Size	±6.2 gross acres	
Parcel ID Numbers	01-21-30-501-0000-0010; 26-20-30-5AR-0A00-008D; and 26-20-30-5AR-0A00-008H	
Zoning Designation	Town Center District (TC) | T5 Transect | Urban Center Zone	
FLUM Designation	Town Center District	
Adjacent Land Use	North: Vacant East: Vacant	South: Self Storage Facility West: Tuskawilla Road
Development Permits	Final Engineering, Aesthetic Review, Ten Waivers, Removal of Specimen Tree approved with conditions on May 12, 2025	
Development Agreement	Development Agreement has not yet been executed and recorded in the Official Records of Seminole County.	
Code Enforcement	Not applicable	
City Liens	Not applicable	

STAFF REPORT – FINAL PLAT ACCEPTANCE
CITY COMMISSION
MONDAY, JUNE 23, 2025 | REGULAR MEETING

BACKGROUND DATA:
The Applicants, Blue Orange Holdings, LLC and EPB Engineering & Construction, PLLC, proposed to subdivide a ± 6.2 acre parcel into five (5) parcels for retail and commercial activities.

The parcels are bounded to the north by State Road 434, to the east by State Road 434, to the south by Michael Blake Boulevard, and to the west by Tuskawilla Road. The property is located in the Town Center Transect T-5 and the Future Land Use designation is the Town Center District. The Final Engineering plans were approved by the City Commission at the May 12, 2025 Commission meeting. The development consists of one hardware store with three (3) retail spaces, and a quick service drive through restaurant. The Development Agreement and Property Division Agreement was recorded on March 31, 2022 (Official Records Book 718/Page 751).

Approval of a final subdivision plat is regulated by Chapter 9 of the City Code (various sections) and Chapter 177, Florida Statutes. Chapter 177, Florida Statutes require that the plat be fully executed by the owner(s) of record, by all mortgagees having an interest in the land to be subdivided, by the professional surveyor and mapper of record, and by the independent professional surveyor and mapper who reviews the plat for consistency with Chapter 177, Florida Statutes.

City Staff, including the City's independent surveyor, Southeastern Surveying and Mapping Corporation, have reviewed and recommend approval of the plat.

PUBLIC NOTICES:

The Final Plat is being requested in furtherance of the previously-approved final engineering plans and is substantially in conformance with such plans, which were publicly noticed in accordance with Section 20-28. The public hearing for the final engineering plans, conditional use, waivers, etc. was held at a regularly scheduled City Commission meeting on May 12, 2025. In addition, the public hearing for the final plat was advertised on-site and on the City's website on May 23, 2023.

APPLICABLE REGULATIONS:
Chapter 177, Florida Statutes
Chapter 197, Florida Statutes
Chapter 9, City Code

FINAL PLAT CRITERIA, PER SEC. 9-10 OF THE CITY CODE:

(a) The application is in compliance with the provisions of this chapter and applicable law.

Analysis: Staff believes the plat meets this criteria. The Final Plat is being requested in furtherance of the previously-approved final engineering plans, which were reviewed for consistency with the City Code, and the proposed final plat is substantially in conformance with such plans. The City's surveyor has additionally performed a review of the proposed plat and found the plat to be in conformance with the requirements of Chapter 177, Florida Statutes.

(b) The application is consistent with the City's comprehensive plan and applicable City master plans.

Analysis: The proposed plat would allow the subdivision of the subject property consistent with the City's Comprehensive Plan. The intent of the Town Center future land use category is to establish a vibrant "downtown" area in the heart of the City, based upon traditional neighborhood development (TND) standards which include mixed use development built on a pedestrian scale interconnected grid of streets and blocks. Typical uses that are encouraged include shops, personal and business services, grocery stores, restaurants, cinemas, hotels, offices, civic facilities, day care, and residential in various forms. Uses on site are in alignment with the City's comprehensive plan. The approved uses of retail, hardware store and quick service drive through restaurant are permitted in the Town Center T-5 Transect. The Future Land Use Map (FLUM) depicts this site as Town Center and therefore the site is compliant with the FLUM.

(c) The application is compatible and in harmony with the surrounding neighborhood including with respect to the size of existing surrounding lots and development trends in the neighborhood which have been previously approved by the City Commission.

Analysis: The site is located in the T-5 Transect of the Town Center District – the area of most intensive use in the city. The site is compatible with surrounding development in terms of intensity of uses. Appropriate landscaping and screening are in place where there may be conflicts with adjacent land uses, as required by the final engineering plans approved on May 12, 2025.

(d) The application does not create any lots, tracts of land, or developments that do not conform to the City Code.

Analysis: Staff believes the plat meets this criteria. The lot dimensions in the proposed final plat accommodate the building sizes previously approved by the City Commission in the final engineering plans.

(e) The application does not create burdensome congestion on the streets and highways.

Analysis: The site does not create burdensome congestion on streets or highways, as adequate internal circulation has been provided to reduce possible congestion on SR 434 and Tuskawilla Road. A traffic analysis was performed to assess the impact of the proposed development in conjunction with the approved final engineering plans, which concluded that the roadway segments would continue to operate at adequate Levels of Service (LOS) when project trips are added. No new deficiencies were identified as a result as a result of project traffic impact.

(f) *The application promotes the orderly layout and use of land.*

Analysis: The site promotes the orderly layout and use of land. There is appropriate separation between structures, landscaping to define sections of the larger site, and adequate internal circulation.

(g) *The application provides for adequate light and air.*

Analysis: The spacing of buildings ensures that there is adequate light and air both within the site and with respect to adjacent sites.

(h) *The application does not create overcrowding of land.*

Analysis: There is appropriate separation between buildings, as well as landscaping and ample parking areas, which prevents overcrowding of land. The SR 434 streetscape buffer and Tuskawilla Road streetscape are provided, with modifications as permitted by the waivers granted by the City Commission at its May 12, 2025 meeting.

(i) *The application does not pose any significant harm to the adequate and economical provision of water, sewer, and other public services.*

Analysis: This site does not pose any significant harm to the adequate and economical provision of water, sewer, and other public services. Adequate utility easements for public water lines are provided as referenced on the plat. In addition, utility easements are provided and dedicated to the public as referenced in the Declaration of Cross-Easements, as well as emergency inspection and maintenance easements over the private stormwater facilities in the development. Utility plans were approved in the final engineering plans on May 12, 2025.

(j) *The application provides for proper ingress and egress through a public or approved private street or perpetual cross access easements.*

Analysis: There is appropriate and proper ingress and egress through access to Michael Blake Boulevard and SR 434. There is appropriate internal circulation through a series of internal streets.

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board recommend approval for City Commission to approve the final Sutton Crossings Plat and authorize the plat to be recorded, subject to satisfaction of the conditions of approval specified herein:

1. Filing of a subdivision performance bond in a form acceptable to the City Attorney.
2. Address all comments in the Surveyor's report within 30 days of City Commission approval.

EXHIBIT: Final Plat

SUTTON CROSSINGS

A REPLAT OF LOTS 1, 2, A PORTION OF LOTS 3 & 4, TUSCAWILLA, AND A PORTION OF LOT 8, BLOCK A, AND A 30 FEET RIGHT OF WAY, D.R. MITCHELL'S SURVEY OF THE LEVY GRANT, PLAT BOOK 1, PAGE 5, BEING IN THE MOSES E. LEVY GRANT, SECTION 38, TOWNSHIP 21 SOUTH, RANGE 31 EAST, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA.

LEGAL DESCRIPTION

LOTS 1, 2, A PORTION OF LOTS 3 AND 4, TUSKAWILLA, AND A PORTION OF LOT 8, BLOCK A, AND VACATED RIGHT OF WAY, D.R. MITCHELL'S SURVEY OF THE LEVY GRANT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 5, IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MICHAEL BLAKE BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 10181, PAGE 1010, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, PER RIGHT OF WAY MAP SECTION 77070-2516; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MICHAEL BLAKE BOULEVARD, THE FOLLOWING FOUR COURSES: (1) SOUTH 50°22'25" WEST, A DISTANCE OF 153.21 FEET; (2) THENCE SOUTH 49°13'20" WEST, A DISTANCE OF 22.84 FEET, TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 21°34'04" AND A CHORD DISTANCE OF 63.61 FEET WHICH BEARS SOUTH 68°52'38" WEST; (3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 63.99 FEET, TO A POINT ON THE FORMER WEST RIGHT OF WAY LINE OF CSX RAILROAD, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3707.33 FEET, A CENTRAL ANGLE OF 00°03'47" AND A CHORD DISTANCE OF 4.09 FEET WHICH BEARS SOUTH 01°43'08" EAST; (4) THENCE SOUTHERLY, ALONG SAID WEST LINE AND THE ARC OF A CURVE, A DISTANCE OF 4.09 FEET TO A POINT ON THE NORTH LINE OF MICHAEL BLAKE BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 8943, PAGE 877, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 151.67 FEET, A CENTRAL ANGLE OF 15°35'16", AND A CHORD DISTANCE OF 41.14 FEET, WHICH BEARS SOUTH 83°10'40" WEST; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.26 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 87°58'43" WEST, A DISTANCE OF 99.59 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF A RIGHT OF WAY, 30.00 FEET IN WIDTH, D.R. MITCHELL'S SURVEY OF THE LEVY GRANT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 5, IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, SOUTH 02°39'13"WEST, A DISTANCE OF 12.36 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 87°17'27" WEST, A DISTANCE OF 15.00 FEET, TO A POINT ON THE NORTH LINE RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD, TUSKAWILLA CROSSINGS, PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGES 75 THRU 89, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE, NORTH 87°17'27" WEST, A DISTANCE OF 15.00 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF AFORESAID RIGHT OF WAY , 30.00 FEET IN WIDTH; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD, NORTH 87°58'12" WEST, A DISTANCE OF 369.65 FEET, TO A POINT ON A CURVE ON THE EAST RIGHT OF WAY LINE OF TUSKAWILLA ROAD, ACCORDING TO SEMINOLE COUNTY RIGHT OF WAY MAP, PROJECT NO. PS-107, SAID POINT ALSO BEING THE NORTHWEST CORNER OF MICHAEL BLAKE BOULEVARD PER THE AFORESAID PLAT OF TUSKAWILLA CROSSINGS, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5677.58 FEET, A CENTRAL ANGLE OF 1°10'21, AND A CHORD DISTANCE OF 116.18 WHICH BEARS NORTH 16°18'25" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 116.18 FEET TO THE POINT OF A REVERSE CURVE. CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4040.18 FEET, A CHORD DISTANCE OF 260.82 FEET AND A CHORD THAT BEARS NORTH 15°08'17" EAST; THENCE ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 260.86 FEET, TO A POINT OF TANGENCY; THENCE NORTH 13°17'18" EAST, A DISTANCE OF 107.66 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE, 30.00 FEET IN WIDTH, ACCORDING TO AFORESAID PLAT OF , D.R. MITCHELL'S SURVEY; THENCE NORTH 19°56'30" EAST, A DISTANCE OF 15.76 FEET, ALONG THE EAST LINE OF TUSKAWILLA ROAD TO A POINT IN THE CENTERLINE OF SAID 30.00 FOOT RIGHT OF WAY; THENCE, ALONG SAID CENTERLINE, SOUTH 87°59'01" EAST, A DISTANCE OF 269.39 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 02°00'59"EAST, A DISTANCE OF 15.00 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE AND THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8150, PAGE 1049; THENCE ALONG THE EAST LINE OF SAID LANDS, NORTH 02°11'57" EAST, A DISTANCE OF 65.79 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 434; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, THE FOLLOWING THREE COURSES: (1) SOUTH 40°38'14" EAST, A DISTANCE OF 223.39 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FORMER CSX RAILROAD, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3707.33 FEET, A CENTRAL ANGLE OF 0°18'53", A CHORD DISTANCE OF 20.37 FEET, AND A CHORD THAT BEARS SOUTH 04°03'09" WEST; (2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE FORMER RIGHT OF WAY LINE, A DISTANCE OF 20.37 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 39°46'41" EAST, A DISTANCE OF 293.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 267,190 SQUARE FEET OR 6.134 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF TUSCAWILLA ROAD, AS BEING, N13°17'18"E, PER FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE 901, NAD 83, PER GPS RTK NETWORK OBSERVATION.

2. THE FLORIDA STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO FLORIDA EAST ZONE (901), NAD 83 DATUM, (2011 ADJUSTMENT). DISTANCES ARE IN U.S. SURVEY FEET.

3. PERMANENT REFERENCE MONUMENTS AND LOT CORNERS SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177, PART 1. THERE ARE NO PERMANENT CONTROL POINTS ASSOCIATED WITH THIS PLAT.

4. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

5. ALL LINES ARE NON-RADIAL UNLESS MARKED AS RADIAL (RAD)

6. ALL LOT CORNERS ARE TO BE 1/2" IRON RODS LB6300 (SET AFTER CONSTRUCTION)

7. SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT, THE SHORT FORM MEMORANDUM OF WHICH IS RECORDED IN O.R. BOOK 3988, PAGE 1063, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

8. SUBJECT TO THE DEVELOPMENT AGREEMENT FOR SUTTON CROSSINGS, AS RECORDED IN THE O.R. BOOK , PAGE , PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

9. SUBJECT TO JOINDER AND CONSENT AGREEMENT, AS RECORDED IN THE O.R. BOOK_____, PAGE_____, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

10. SUBJECT TO JOINDER AND CONSENT AGREEMENT, AS RECORDED IN THE O.R. BOOK_____, PAGE_____, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

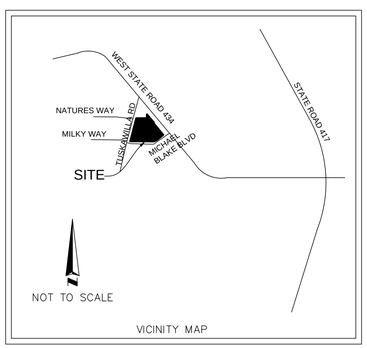
11. SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT AS RECORDED IN THE O.R. BOOK_____, PAGE_____, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

12. THE CITY OF WINTER SPRINGS, THE U.S. POSTAL SERVICES, AND OTHER GOVERNMENTAL AND QUASI-GOVERNMENTAL ENTITIS SHALL HAVE AN EASEMENT OVER THE ACCESS WAYS AND DRIVE AISLES FOR THE SOLE PURPOSE OF PERFORMING MUNICIPAL AND GOVERNMENTAL FUNCTIONS REASONABLY NECESSARY TO PROVIDE FOR AND PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PROPERTY, OWNERS OF THE LOTS, AND THE GUESTS AND INVITEES OF THE OWNERS, INCLUDING BUT NOT LIMITED TO, POLICE, FIRE AND EMERGENCY MEDICAL SERVICES, MAIL AND PACKAGE DELIVERY, SANITATION, AND OTHER SIMILAR GOVERNMENT SERVICES.

13. THE DRAINAGE EASEMENTS SHOWN AS "PRIVATE", ARE TO BE MAINTAINED BY THE ASSOCIATION AND OWNERSHIP OF THE UNDERLYING LAND WILL BE THE CORRESPONDING LOT OWNER.

14. THE 24-FOOT CROSS ACCESS EASEMENT ON LOT 3 IS GRANTED IN FAVOR OF THE ASSOCIATION FOR FUTURE ACCESS IF REQUESTED BY THE STATE OF FLORIDA. THE OWNER OF LOT 3 SHALL OWN THE UNDERLYING LAND SUBJECT TO THE CROSS ACCESS EASEMENT.

15. THE CITY OF WINTER SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, THE PRIVATE DRAINAGE FACILITIES LOCATED IN ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF THE CITY OF WINTER SPRINGS FOR SAID PURPOSE. TO THE EXTENT THE CITY OPTS TO MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR, OR CAUSE TO BE CARED FOR, THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT AND THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, THE FREQUENCY, QUALITY, OR EXTENT OF SUCH MAINTENANCE, REPAIR, REPLACEMENT AND CARE WILL BE SUBJECT TO THE CITY'S DISCRETION.



VICINITY MAP

REPUBLIC NATIONAL
480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
RNSURVEYS@REPUBLICNATIONAL.NET
PHONE: (407) 862-4200 FAX: (407) 862-6229

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN ON CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET 1 OF 3

PLAT BOOK PAGE

SUTTON CROSSINGS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BLUE ORANGE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREAFTER REFERRED TO AS OWNER, DOES HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN AND DEDICATES A PRIVATE ACCESS EASEMENT AND PRIVATE DRAINAGE EASEMENTS SHOWN HEREON TO THE ASSOCIATION.

IN WITNESS WHEREOF, THE UNDERSIGNED JOHN W. MCMILLAN, JR. HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED MANAGER THERETO DULY AUTHORIZED ON THIS _____ DAY OF _____, 2025.

BLUE ORANGE HOLDINGS, LLC

BY: _____

PRINT NAME: JOHN W. MCMILLAN, JR.

TITLE: MANAGER

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____
WITNESS SIGNATURE WITNESS SIGNATURE

_____ _____
WITNESS PRINT NAME: WITNESS PRINT NAME:

STATE OF FLORIDA
COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS _____ DAY OF _____, 2025, BY JOHN W. MCMILLAN, JR., AS MANAGER OF BLUE ORANGE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION.

NOTARY SEAL

_____
NOTARY PUBLIC SIGNATURE

PRINT NAME: _____

COMMISSION NO.: _____

COMMISSION EXPIRES: _____

SUTTON CROSSINGS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT EPB ENGINEERING & CONSTRUCTION, PLLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREAFTER REFERRED TO AS OWNER, DOES HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN AND DEDICATES, A PRIVATE ACCESS EASEMENT, AND PRIVATE DRAINAGE EASEMENTS, SHOWN HEREON, TO THE ASSOCIATION.

IN WITNESS WHEREOF, THE UNDERSIGNED JOHN W. MCMILLAN, JR. HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED MANAGER THERETO DULY AUTHORIZED ON THIS _____ DAY OF _____, 2025.

EPB ENGINEERING & CONSTRUCTION, PLLC.

BY: _____

PRINT NAME: JOHN W. MCMILLAN, JR.

TITLE: MANAGER

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____
WITNESS SIGNATURE WITNESS SIGNATURE

_____ _____
WITNESS PRINT NAME: WITNESS PRINT NAME:

STATE OF FLORIDA
COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS _____ DAY OF _____, 2025, BY JOHN W. MCMILLAN, JR., AS MANAGER OF BLUE ORANGE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION.

NOTARY SEAL

_____
NOTARY PUBLIC SIGNATURE

PRINT NAME: _____

COMMISSION NO.: _____

COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____ the forgoing plat was approved by the City of Winter Springs, Florida

By: _____

_____

ATTEST: _____

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I have reviewed this plat and find it to be in conformity with Chapter 177, Part I, Florida Statutes.

By: _____ Date: _____, 2025

_____
Florida Registration No._____
City Surveyor for the City of Winter Springs, Florida

CERTIFICATE OF SURVEYOR

This plat was prepared under my direction and supervision. This plat complies with all of the survey requirements of Chapter 177, Part I,Florida Statutes.

_____
Surveyor: Michael W. Solitro Date:
Registration Number: LS4458
Professional Land Surveyor
Registration Number of Legal Entity: LB6300
Republic National Inc.
480 Needles Trail
Longwood, Florida 32779

CERTIFICATE OF CLERK OF CIRCUIT COURT

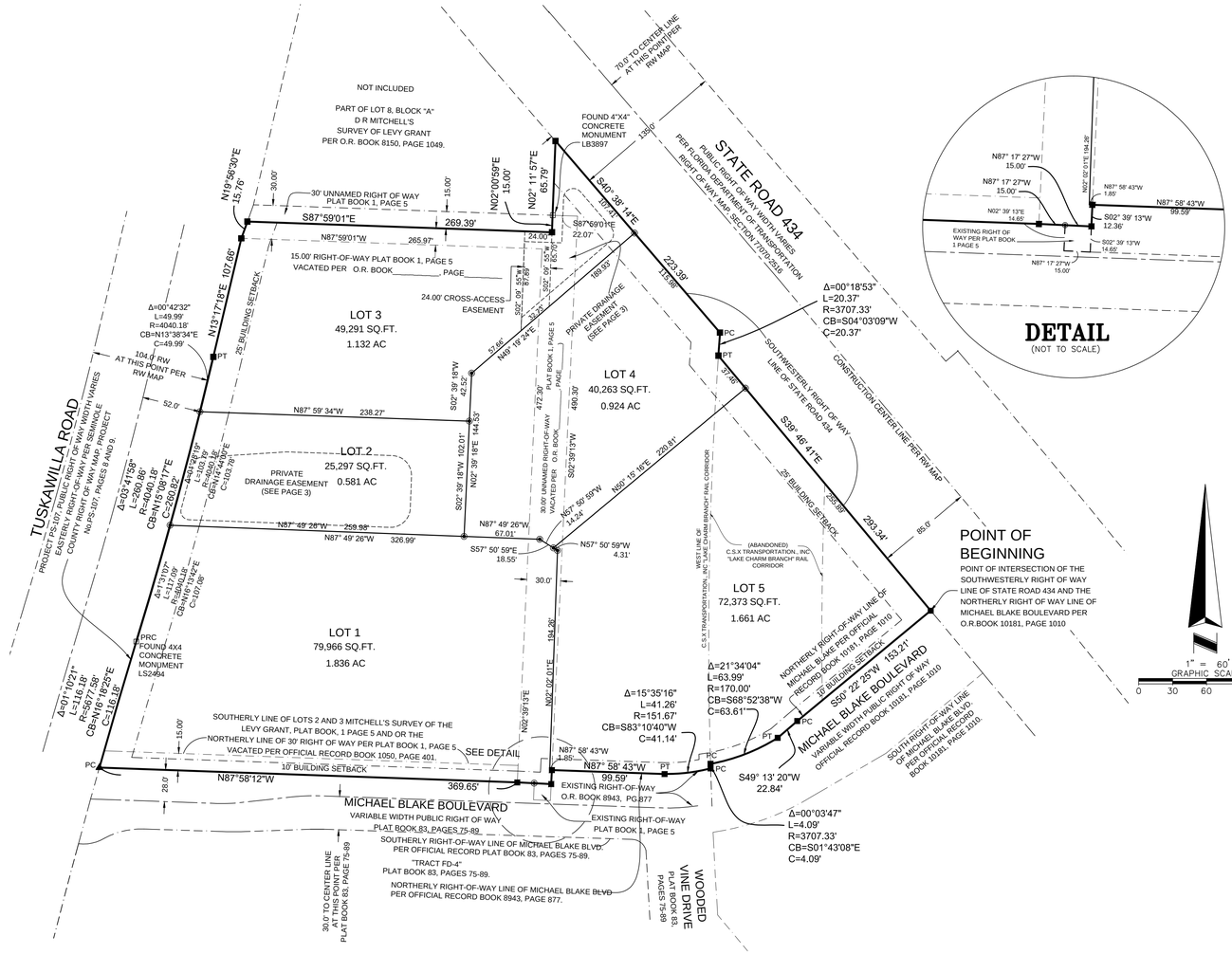
I hereby certify, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part I, Florida Statutes, and was filed for record on _____, 2025, File No._____

_____
Clerk of the Circuit Court in and for Seminole County, Florida

SHEET 2 OF 3 | PLAT BOOK PAGE

SUTTON CROSSINGS

A REPLAT OF LOTS 1, 2, A PORTION OF LOTS 3 & 4, TUSCAWILLA, AND A PORTION OF LOT 8, BLOCK A, AND A 30 FEET RIGHT OF WAY, D.R. MITCHELL'S SURVEY OF THE LEVY GRANT, PLAT BOOK 1, PAGE 5, BEING IN THE MOSES E. LEVY GRANT, SECTION 38, TOWNSHIP 21 SOUTH, RANGE 31 EAST, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA,



SURVEYOR: MICHAEL W. SOLITRO
REGISTRATION NUMBER: LS4458
REPUBLIC NATIONAL, INC.
480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
LICENSED BUSINESS NO.LB6300

REPUBLIC NATIONAL
480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
RNSURVEYS@REPUBLICNATIONAL.NET
PHONE: (407) 862-4200 FAX: (407) 862-6229

LEGEND:

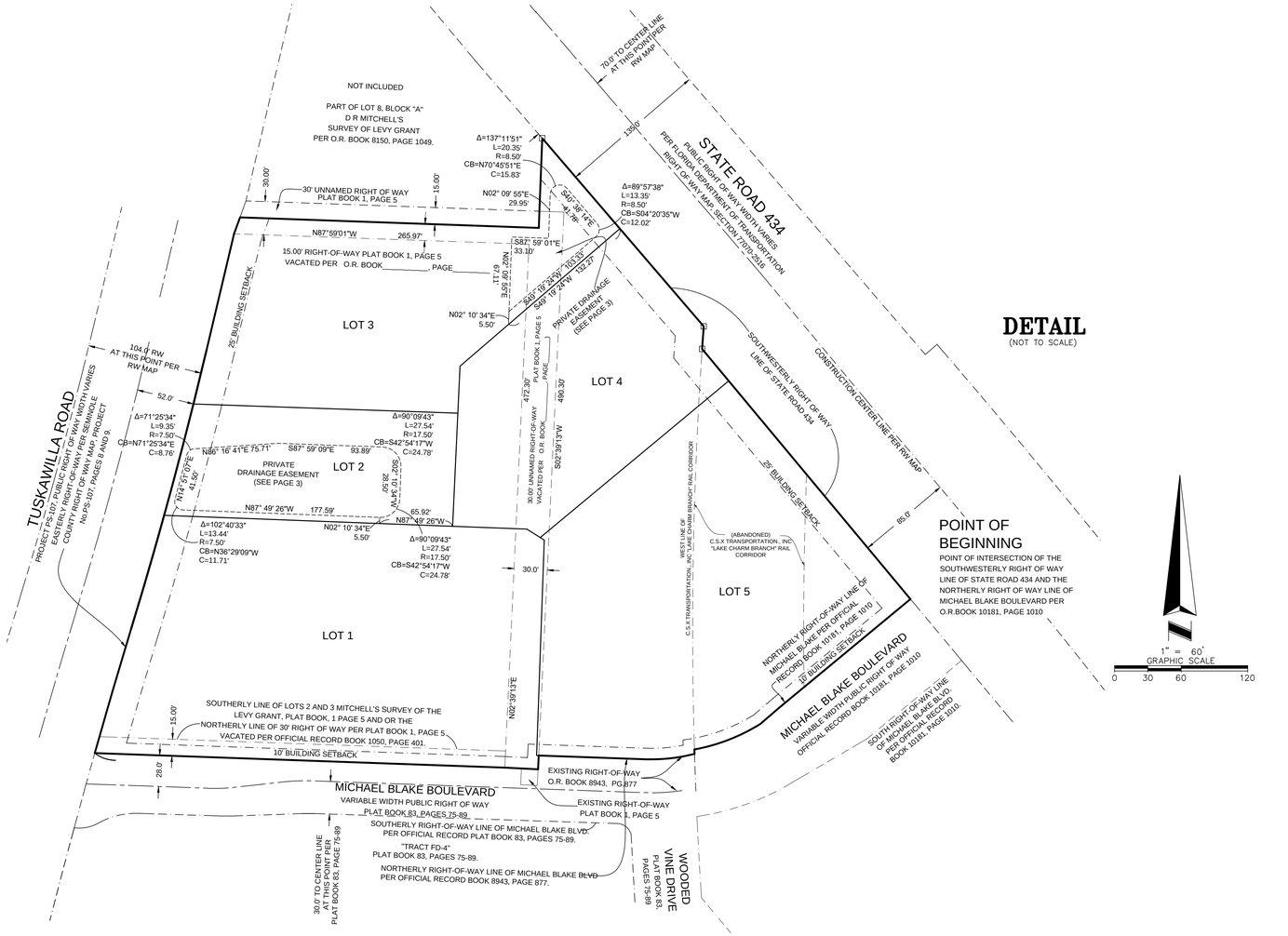
- FOUND 4"X4" CONCRETE MONUMENT AS NOTED
- SET 4"X4" CONCRETE MONUMENT PERMANENT REFERENCE MONUMENT LB6300, 24" IN LENGTH
- SET 1/2" IRON ROD & CAP "REPUBLIC NATIONAL" LB6300 (AFTER CONSTRUCTION)
- FOUND MONUMENT FOUND AS DESCRIBED
- SET NAIL & DISK LB6300

LB LICENSED BUSINESS
C.C.R. CERTIFIED CORNER RECORD
RW RIGHT OF WAY

SHEET 3 OF 3 | PLAT BOOK PAGE

SUTTON CROSSINGS

A REPLAT OF LOTS 1, 2, A PORTION OF LOTS 3 & 4, TUSCAWILLA, AND A PORTION OF LOT 8, BLOCK A, AND A 30 FEET RIGHT OF WAY, D.R. MITCHELL'S SURVEY OF THE LEVY GRANT, PLAT BOOK 1, PAGE 5, BEING IN THE MOSES E. LEVY GRANT, SECTION 38, TOWNSHIP 21 SOUTH, RANGE 31 EAST, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA,



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LEGEND:

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LB LICENSED BUSINESS
C.C.R. CERTIFIED CORNER RECORD
RW RIGHT OF WAY

PUBLIC HEARINGS AGENDA ITEM 404

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Sea Hawk Cove Extension, SR 434/419 and Michael Blake Boulevard – Final Engineering and Site Plan, Final Plat, Waivers, Removal of Three (3) Specimen Trees, and Development Agreement

SUMMARY

The Community Development Department requests that the City Commission hold a Public Hearing to consider Site/Final Engineering, Final Plat, Waivers, Removal of three (3) Specimen Trees, and Development Agreement regarding the applicant's request to extend Sea Hawk Cove in the Town Center District, T5 Transect, and to construct all supporting infrastructure for three commercial frontage lots. The applicant is also subdividing the lot to add three new commercial parcels and one future residential parcel which is part of SUBD-2024-0422.

FUNDING SOURCE

RECOMMENDATION

On June 5, the Planning and Zoning Board held a public hearing and recommends that the City Commission approve the Site/Final Engineering, Final Plat, Waivers, Removal of Three (3) Specimen Trees, and Development Agreement, subject to the following conditions of approval:

1. Execution of the Development Agreement.
2. Mitigation of specimen and non-specimen tree removal per the Arbor Permit Application, ARBOR-2025-0210. The applicant shall be required to pay $227,400 for the removal of the trees, including 3 specimen trees, prior to the issuance of the tree removal and land clearing permit.
3. Filing of a subdivision performance bond in a form acceptable to the City Attorney.
4. There shall be no retail sales, manufacturing, or compounding of any products derived from the hemp plant or cannabis plant, including CBD (cannabidiol).
5. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.
6. Address all comments in the Surveyor's report within 30 days of City Commission approval.
7. Preservation of the 52" specimen oak tree at the corner of SR 434 and Michael Blake Blvd.

PUBLIC HEARINGS AGENDA ITEM

CITY COMMISSION
MONDAY JUNE 23, 2025
REGULAR MEETING

TITLE

Sea Hawk Cove Extension, SR 434/419 and Michael Blake Boulevard – Final Engineering and Site Plan, Final Plat, Waivers, Removal of Three (3) Specimen Trees, and Development Agreement

SUMMARY

The Community Development Department requests that the City Commission hold a Public Hearing to consider Site/Final Engineering, Final Plat, Waivers, Removal of three (3) Specimen Trees, and Development Agreement regarding the applicant's request to extend Sea Hawk Cove in the Town Center District, T5 Transect, and to construct all supporting infrastructure for three commercial frontage lots. The applicant is also subdividing the lot to add three new commercial parcels and one future residential parcel which is part of SUBD-2024-0422.

General Information			
Applicant	James Herbert, E.I. \ NV5		
Property Owner(s)	Tuskawilla Retail Partners II, LLC		
Location	East/Northeast of the intersection of State Road 434 and Michael Blake Blvd		
Tract Size	±8.11 Acres		
Parcel ID Number	26-20-30-5AR-0A00-007L		
Zoning Designation	Town Center District, T-5 Transect		
FLUM Designation	Town Center District		
Adjacent Land Use	North: Seminole Crossing Townhomes East: Cross Seminole Trail		South: State Road 434 West: Vacant
Height	Not applicable		
Setbacks	Front: 25 ft, minimum, 50 ft. maximum	Rear: 15 ft. minimum	Side: 5 ft. minimum, 100 ft. maximum
Development Standards	Lot Coverage 100%		
Development Permits	Not applicable		

Development Agreement	Pending; prior Development Agreements were with predecessor in interest, Winter Springs Holdings, Inc., recorded at ORB 8446, Page 1131, and First Modification at ORB 8852, Page 1719.
Code Enforcement	Not applicable
City Liens	Not applicable

Background Data:

The development site consists of one lot, Lot 7.L, totaling 8.11 acres. The development site is located at the northeast corner of S.R. 434 and Michael Blake Boulevard. The applicant is proposing an extension of Sea Hawk Cove that further subdivides the property into what will eventually include a coffee restaurant as well as an early-childhood day care center. Restaurants are a permitted use in the Town Center District, Transect 5 (T5); however, a day care is a conditional use. Both proposed projects have separate site plans that will be presented to the Planning and Zoning Board and City Commission at a later date. The current site plan/final engineering application includes clearing and grading as well as the installation of all common infrastructure for the three commercial frontage lots, to be called "Blake Commons". Tree removal is also proposed to occur in the 29-foot utility and drainage easement area extending north from the proposed Sea Hawk Cove extensions toward the Seminole Crossing Townhomes connections. A Landscape plan for the Sea Hawk Cove Extension has been included.

Public Notices:

A Community Workshop was not required for this site plan as only supporting common infrastructure is proposed at this time. Community workshops will be required for individual site plans proposed for the commercial lot developments in the future.

Analysis of Final Engineering Plans (Sec. 20-33.1) Criteria:
The criteria for Final Engineering Plans are provided and analyzed 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 the discussion below regarding technical requirements of Chapter 9. The Final Engineering Plans have been reviewed by the City's contract engineer, who concluded 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.

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 comply 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: Subject to the Conditions of Approval, Staff finds that the proposed Development is compatible and harmonious with adjacent land uses and will not adversely impact land use activities in the immediate vicinity. Density, height, and other building factors will be determined with each individual site plan for the proposed commercial frontage and future residential lots as they are submitted.

(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: Staff finds that the Applicant has demonstrated that 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. No structures are being constructed as part of this site plan, but a waiver is requested to increase the allowable lot sizes.

(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: Staff finds that the proposed site and final engineering plan and subdivision of land will not have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values. Rather, the extension of Sea Hawk Cove will enable access to a new coffee shop and day care that will add employment opportunities and provide increased tax revenues for the City.

(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: Staff finds that the proposed site and final engineering plan will not 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. The project is located outside of the special flood hazard area. The applicant has submitted a permit for tree removal that includes non-specimen and specimen trees. The applicant is expected to pay roughly $220,200 for non-specimen trees and an additional $7,200 for specimen tree removal. The applicant is also preserving a 52" live oak near the corner of Michael Blake Blvd and State Road 434/419.

(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: The proposed site and final engineering plan will have no impact on historical resources. No additional scenic or cultural resources. Including scenic views or vistas, will be impacted by this site and final engineering plan.

(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: City Staff have reviewed this project from a planning and engineering perspective. Staff did not find any adverse impact on any of the public services listed above. The City Public Works Department has confirmed available water and sewer capacity.

(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 study was not required for this project, but will be required for future development on the site.

(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: As a commercial project, the proposed site and final engineering plan will not have an adverse impact on the variety of housing unit types and prices. As for neighborhood quality, subject to the Conditions of Approval, the proposed site and final engineering plan development will not have an adverse impact on neighborhood quality.

(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 site elements.

Analysis: Staff finds that proposed site and final engineering plan avoids significant adverse odor, emissions, noise, glare and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.

(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: The safety and security of the site was not relevant to this site and final engineering plan as no structures are being built. These elements will be analyzed for all individual site plans submitted for the commercial frontage parcels and the future residential development.

(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: Not applicable. The project does not involve a large footprint building.

(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: Staff finds that subject to the Conditions of Approval, the site and final engineering plans have been designed to incorporate mitigative techniques and plans needed to prevent the adverse impacts mentioned in the criteria on adjacent and surrounding uses and properties.

(13) If the proposed conditional use is a residential use, whether the elementary, middle and high schools (K—12) that will be initially assigned to the residential project by the school district at the time the city commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e.g., walking distance, travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing city of Winter Springs community in a sustainable manner.

Analysis: Not applicable. This is not a residential development.

(14) 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 applicant has agreed to and is working on a binding development agreement with the City addressing terms and conditions deemed necessary by the City Commission. ~~Please see Figure "6", Draft/Final Development Agreement.~~

Water and Sewer: Public Works & Utilities Department Staff have confirmed that sufficient water and sewer capacity exists for this project.

Stormwater:
Not applicable for this project as no drainage was proposed for this project. The infrastructure included for the development will tie into the existing stormwater pond. That stormwater system will be private and subject to the Declaration of Conditions, Covenants, Easements, and Restrictions as recorded in the Official Records of Seminole County (ORSC), Book 8871, Page 98, as amended by the First Amendment to the same, as recorded in ORSC, Book 8964, Page 1579. These documents govern the maintenance and cost allocations among properties in the Town Center.

Transportation:
Not applicable for this project as a traffic study was not required.

Parking:
Not applicable for this project as no parking is being provided with the street extension.

Aesthetic Review:

An Aesthetic Review was not applicable for this project as no buildings are part of the site plan.

Reports:
The Final Engineering submittal is required to include the following reports or updates of previously prepared reports for the same property.

Reports	
August 2, 2024	Environmental Report (Ex. "2")

Procedural History:	
June 11, 2024	Pre-Application Meeting
Not Required	Community Meeting
March 11, 2025	Arbor Application for Specimen Trees Removal
June 5, 2025	Planning & Zoning Board | Recommendation on Final Engineering Site Plan, Waivers, Tree Removal Permit, and Development Agreement
June 23, 2025	City Commission | Hearing on Final Engineering Site Plan, Waivers, Tree Removal Permit, and Development Agreement

Waiver Review: Pursuant to Section 20-34, Any real property owner may file a waiver application requesting a waiver(s) for their real property from any term and condition of this chapter (except from the list of permitted, conditional and prohibited uses set forth in any zoning district category). The Planning and Zoning Board shall be required to review all waiver applications and make a written recommendation to the City Commission. Such recommendation shall include the reasons for the board's recommendation and show the board has considered the applicable waiver criteria set forth and analyzed below. Upon receipt of the Planning and Zoning board's recommendation, the city commission shall make a final decision on the application. If the city commission determines that the planning and zoning board has not made a

recommendation on an application within a reasonable period, the city commission may, at its discretion, consider an application without the planning and zoning board's recommendation.

Waiver I: A waiver to the right-of-way width of Sec. 20-325(c)(4) to allow Sea Hawk Cove's extension to have a 62' right-of-way in lieu of a 60' right-of-way, which is the standard right-of-way distance for streets designated as a Town Center Street.

Waiver Review	
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant has demonstrated that the 62' width of the prior existing right-of-way on the west side of Michael Blake Boulevard necessitates a need for the extension to be consistent.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan. **Analysis:** Staff find that the proposed right-of-way width is substantially compliant with the Town Center right-of-way standard as a continuation of the existing right-of-way and is in compliance with the comprehensive plan.
3.	The proposed development plan will significantly enhance real property. **Analysis:** Staff find that the proposed site plan and extension will significantly enhance the real property by allowing access to the proposed coffee shop, day care, and future residences proposed in this development.
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the extension of Sea Hawk Cove will serve the public health, safety, and welfare of area residents.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. **Analysis:** Staff find that the waiver will not diminish property values or the essential character of the surrounding neighborhood. The Town Center is meant to be a mixed-use of commercial and residential to serve residents and visitors. The extension of Sea Hawk Cove will help to further this goal as the property is developed.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. **Analysis:** Staff find that the waiver is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this

	chapter. The design best suits traffic flow to the proposed commercial and residential uses to provide access.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the site plan is compatible with the surrounding Sea Hawk Cove development and with the Town Center.
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The Applicant is working on and has agreed to a binding Development Agreement to incorporate terms and conditions deemed necessary by the City Commission.

Waiver II: A waiver to the maximum lot dimensions requirement of Sec. 20-325(b)(2), T5 dimensional requirements to allow for lots to have widths and depths greater than what T5 permits, specifically:

1. Proposed Lot 1 to have a depth of 170.67 ft in lieu of 160 ft max.
2. Proposed Lot 1 to have a width of 356.65 ft in lieu of 180 ft max.
3. Proposed Lot 2 to have a depth of 170.67 ft in lieu of 160 ft max.
4. Proposed Lot 3 to have a depth of 232.12 ft instead of 160 ft max.
5. Proposed Lot 3 to have a width of 193.14 ft in lieu of 180 ft max.

Waiver Review	
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant clearly demonstrates that the applicable conditions create an illogical, impossible, impractical, or patently unreasonable result related to the proposed extension of Sea Hawk Cove and the proposed uses. The proposed uses necessitate a change in lot size to accommodate the commercial and residential characteristics.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan. **Analysis:** Staff find that the proposed lot sizes are substantially compliant with the Code requirements and the desired goals for the Town Center as described in the comprehensive plan. A proposed mixture of commercial and residential is what the Town Center was developed to provide and the proposed uses on the lots include townhomes, restaurants, and a day care that will cater to the needs of residents.

3.	The proposed development plan will significantly enhance the real property. **Analysis:** Staff find that the proposed uses on the lots will significantly enhance the real property by providing residential and commercial uses that will benefit the Town Center.
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the plan services the public health, safety, and welfare. The proposed lots will permit the proposed uses that will increase the quality of life for residents and visitors.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. **Analysis:** Staff find that the waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. Instead, it will greatly enhance the development of the Town Center and add to the housing options and commercial services available to residents and visitors.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. **Analysis:** Staff find that this waiver eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable conditions by allowing for the maximum lot sizes necessary to accommodate residential and commercial uses that will benefit the Town Center. Additionally, should Lot 1 be split again in the future, this will further bring the proposed lots into compliance with the size requirements of the Code.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the proposed development plan is compatible and harmonious with the surrounding neighborhood. While proposed lots have dimensions larger than normal for the Town Center, they will accommodate uses that are desirable for the Town Center.
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The Applicant is working on and has agreed to a binding Development Agreement to incorporate terms and conditions deemed necessary by the City Commission.

FINAL PLAT CRITERIA, PER SEC. 9-10 OF THE CITY CODE:

(a) *The application is in compliance with the provisions of this chapter and applicable law.*

Analysis: Staff believes the plat meets this criteria. The Final Plat is being requested in furtherance of the final engineering plans, which were reviewed for consistency with the City Code, and the proposed final plat is substantially in conformance with such plans. The City's surveyor has additionally performed a review of the proposed plat and found the plat to be in conformance with the requirements of Chapter 177, Florida Statutes.

(b) *The application is consistent with the City's comprehensive plan and applicable City master plans.*

Analysis: The proposed plat would allow the subdivision of the subject property consistent with the City's Comprehensive Plan. The intent of the Town Center future land use category is to establish a vibrant "downtown" area in the heart of the City, based upon traditional neighborhood development (TND) standards which include mixed use development built on a pedestrian scale interconnected grid of streets and blocks. Typical uses that are encouraged include shops, personal and business services, grocery stores, restaurants, cinemas, hotels, offices, civic facilities, day care, and residential in various forms. Uses on site are in alignment with the City's comprehensive plan. The use of townhomes and a day care are permitted in the Town Center T-5 Transect as a conditional use. The Future Land Use Map (FLUM) depicts this site as Town Center and therefore the site is compliant with the FLUM.

(c) *The application is compatible and in harmony with the surrounding neighborhood including with respect to the size of existing surrounding lots and development trends in the neighborhood which have been previously approved by the City Commission.*

Analysis: The site is located in the T-5 Transect of the Town Center District – the area of most intensive use in the city. The site is compatible with surrounding development in terms of intensity of uses.

(d) *The application does not create any lots, tracts of land, or developments that do not conform to the City Code.*

Analysis: Staff believes the plat meets this criteria. The lot dimensions in the proposed final plat are part of a waiver being recommended for approval as part of the final engineering site plan.

(e) *The application does not create burdensome congestion on the streets and highways.*

Analysis: The site does not create burdensome congestion on streets or highways, as adequate internal circulation has been provided to reduce possible congestion on SR 434 and Michael Blake Blvd. A traffic analysis will be performed to assess the impact of the proposed development in conjunction with the final engineering plans for the individual lots.

(f) *The application promotes the orderly layout and use of land.*

Analysis: The site promotes the orderly layout and use of land. There is appropriate separation between structures, landscaping to define sections of the larger site, and adequate internal circulation.

(g) *The application provides for adequate light and air.*

Analysis: The spacing of buildings ensures that there is adequate light and air both within the site and with respect to adjacent sites.

(h) *The application does not create overcrowding of land.*

Analysis: There is enough space on the lots to provide appropriate separation between buildings that prevents overcrowding of land.

(i) *The application does not pose any significant harm to the adequate and economical provision of water, sewer, and other public services.*

Analysis: This site does not pose any significant harm to the adequate and economical provision of water, sewer, and other public services. Adequate utility easements for public water lines are provided as referenced on the plat. In addition, utility easements are provided and dedicated to the public as referenced in the Declaration of Cross-Easements, as well as emergency inspection and maintenance easements over the private stormwater facilities in the development.

(j) *The application provides for proper ingress and egress through a public or approved private street or perpetual cross access easements.*

Analysis: There is appropriate and proper ingress and egress through access to . There is appropriate internal circulation through a series of internal streets.

Applicable Law, Public Policy, and Events:

Florida Statutes 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan).

Home Rule Powers

Code of Ordinances City of Winter Springs.

Section 20-1. Definitions.

Fiscal Impact:

The Fiscal Impact Report shall be reviewed and approved prior to the project being heard before the City Commission.

Development Agreement:
The Applicant is currently working with the City Attorney on the Development Agreement for the project. The Development Agreement shall be executed prior to any work on the project covered within this document.

STAFF RECOMMENDATION
On June 5, the Planning and Zoning Board held a public hearing and recommends that the City Commission approve the Site/Final Engineering, Final Plat, Waivers, Removal of Three (3) Specimen Trees, and Development Agreement, subject to the following conditions of approval:

1. Execution of the Development Agreement.
2. Mitigation of specimen and non-specimen tree removal per the Arbor Permit Application, ARBOR-2025-0210. The applicant shall be required to pay $227,400 for the removal of the trees, including 3 specimen trees, prior to the issuance of the tree removal and land clearing permit.
3. Filing of a subdivision performance bond in a form acceptable to the City Attorney.
4. There shall be no retail sales, manufacturing, or compounding of any products derived from the hemp plant or cannabis plant, including CBD (cannabidiol).
5. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.
6. Address all comments in the Surveyor's report within 30 days of City Commission approval.
7. Preservation of the 52" specimen oak tree at the corner of SR 434 and Michael Blake Blvd.

Attachments:

Figure "1" - Sea Hawk Cove Extension Plan Set
Figure "2" - Environmental and Wildlife Report
Exhibit "3" - Final Plat for Sea Hawk Cove
Exhibit "4"- Sea Hawk Cove Landscape Plan
Exhibit "5"- Sea Hawk Cove Tree Removal Plan
Exhibit "6"- Sea Hawk Cove Development Agreement
Exhibit "7"- Application for Final Engineering and Development Plan
Exhibit "8"- Application for Tree Removal

Exhibit “9”- Application for Final Plat
Exhibit “10”-Surveyor’s Comments

PARCEL ID #: 26-20-30-5AR-0A00-007L

SEA HAWK COVE EXTENSION

AT

SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA

This item has been electronically signed and sealed by Franklin Porter, PE on the date adjacent to the seal using a SHA authentication code.

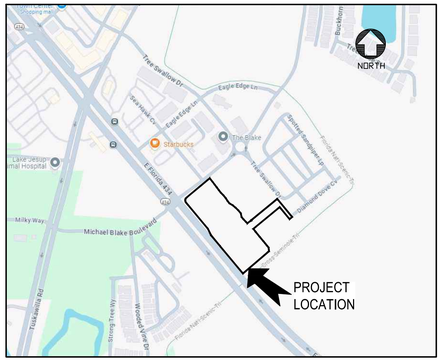
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DEVELOPER
MARK MECHLOWITZ
TUSKAWILLA RETAIL PARTNERS II, LLC
880 GLENWOOD AVENUE SE
ATLANTA, GA 30316

ENGINEER APPLICANT
NV5, INC.
6200 LEE VISTA BLVD.
ORLANDO, FL 32822
FRANKLIN A. PORTER, P.E.
407-896-3317

FRANKLIN A. PORTER — LICENSE No 69092 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

Digitally signed by Franklin A Porter
Reason: I am approving this document
Date: 2025.04.25 17:37:21-04'00'



VICINITY MAP
NTS



AERIAL PHOTO
NTS

SITE UTILITY NOTES:

1. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. CONTRACTOR SHALL NOTIFY THE PROPER UTILITIES AUTHORITIES 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
3. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
   8" PVC SDR35 PER ASTM D3034, FOR PIPES LESS THAN 10' DEEP
   8" PVC SDR26 PER ASTM D3034, FOR PIPES MORE THAN 10' DEEP
   6" PVC SDR35 PER ASTM D3034
   DUCTILE IRON PIPE PER AWWA C150
4. WATER LINES SHALL BE AS FOLLOWS, UNLESS OTHERWISE DEPICTED ON PLANS:
   6" AND LARGER, PVC C-900 PER ASTM D2241
   CLASS 200 UNDER PUBLIC ROADS, OTHERWISE CLASS 150
   6" AND LARGER DUCTILE IRON PIPE PER AWWA C150
   SMALLER THAN 6" EITHER COPPER TUBE TYPE "L" (SOFT) PER ANSI 816.22
   OR PVC, 200 P.S.I., PER ASTM D1784 and D2241.
5. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
6. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3'-0" COVER ON ALL WATERLINES AND SANITARY SEWER.
7. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BY CITY OF WINTER SPRINGS PUBLIC WORKS BEFORE BACKFILLING.
8. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS, AND TO BE SIX INCHES ABOVE UNPAVED GROUND ELEVATIONS WITH WATER TIGHT LIDS.
9. EXISTING UTILITIES HAVE BEEN FIELD VERIFIED, HOWEVER, EXISTING UTILITIES SHALL BE RE-VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES, THE EXISTING SANITARY SEWER SIZE, LOCATION, AND ELEVATION SHALL BE VERIFIED PRIOR TO CONSTRUCTION AND DEPICTED ON THESE PLANS.
10. REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
11. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
12. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
13. ALL WATER JOINTS ARE TO BE MECHANICAL RESTRAINED JOINTS.
14. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT LEAST 10 FEET ON BOTH SIDES OF CROSSING, THE WATER LINE SHALL HAVE MECHANICAL RESTRAINED JOINTS AS REQUIRED TO PROVIDE A MINIMUM OF 18" CLEARANCE. MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
15. ALL SANITARY LATERALS (LESS THAN 6" DIAMETER) SHALL BE SLOPED AT A MINIMUM OF 1.00%.
16. CONTRACTOR SHALL TURN OFF THE CORPORATION STOPS AT THE METERS FOR ALL WATER SERVICES THAT ARE TO BE REMOVED.
17. WHEN ANY ROOTS OF EXISTING TREES ARE ENCOUNTERED DURING LAND CLEARING AND/OR GRADING OF THE SITE THE ROOTS MUST BE CUT OFF EVENLY WITH CLEAN SHARP PRUNING TOOLS. CONTRACTOR SHALL MINIMIZE DAMAGE TO TREE ROOT SYSTEM.
18. A MINIMUM OF 5 FT SEPARATION SHALL BE PROVIDED BETWEEN THE UNDERGROUND UTILITIES AND ANY PROPOSED LARGE CANOPY TREES.
19. PRIVATE DEDICATED UNDERGROUND FIRE MAINS AND FIRE HYDRANTS MUST BE INSTALLED BY A LICENSED FIRE CONTRACTOR CLASS I, II, III, IV. COMBINATION FIRE MAINS (SHARED DOMESTIC AND FIRE PROTECTION SERVICE) AND FIRE HYDRANTS UP TO THE DEDICATED FIRE PROTECTION SYSTEM "POINT OF SERVICE" CAN BE INSTALLED BY A LICENSED UNDERGROUND UTILITY /EXCAVATION CONTRACTOR, GENERAL CONTRACTOR, OR PLUMBING CONTRACTOR.
20. UNDERGROUND FIRE MAINS WILL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 24-2025 EDITION. STANDARDS FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES.
21. IN PAVED AREAS, ALL CLEANOUT COVERS SHALL BE TRAFFIC RATED.

SITE GRADING NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. ALL CUT OR FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
4. PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
5. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
6. STORM PIPE SHALL BE PER MASTER SITE SPECIFICATIONS SECTION 02630.
7. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
8. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
10. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
11. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
12. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
13. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
14. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
15. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.
16. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYOR CONSULTANT. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
17. ALL EXISTING MANHOLE RIMS TO BE FLUSH WITH FINISHED GRADE. CONTRACTOR TO INSTALL MANHOLE RISERS OR ADJUST EXISTING FRAMES AS NECESSARY.
18. EXISTING GRATE ELEVATIONS TO REMAIN. WHERE PAVEMENT OVERLAY IS TO BE PLACED, FEATHER OVERLAY TO MATCH EXISTING GRATE ELEVATION TO FORM A SMOOTH TRANSITION.
19. SPOT ELEVATIONS ADJACENT TO CURBS REPRESENT EDGE OF PAVEMENT ELEVATIONS, TOP OF CURB SHOULD BE CONSIDERED 6" HIGHER.
20. CONTRACTOR TO MATCH EXISTING GRADE AT LIMITS OF DISTURBANCE, AS DEPICTED ON SWPPP SITE MAPS
21. STRIP THE SURFICIAL ORGANIC SANDS AND IMPORT A MINIMUM OF 2 FEET OF PRE-APPROVED ENGINEERED FILL WITHIN THE LIMITS OF PROPOSED BUILDING FOUNDATIONS AND PAVEMENT.
22. AFTER STRIPPING IS COMPLETE, THE EXPOSED SUBGRADE SHALL BE OBSERVED, TESTED AND PROOF-ROLLED WITH A MINIMUM OF 10 PASSES WITH A HEAVY VIBRATORY ROLLER IN PERPENDICULAR DIRECTIONS.
23. FILL SHALL BE COMPACTED IN LIFTS NO THICKER THAN 9 TO 12 INCHES IN LOOSE THICKNESS, WITH EACH LIFT COMPACTED TO AT LEAST 95 PERCENT OF THE SOILS MODIFIED PROCTOR DRY DENSITY, (ASTM D-1557), AT A DEPTH OF 1 FOOT BELOW THE COMPACTED SURFACE, AS DETERMINED BY IN-PLACE DENSITY TESTS.
24. FILL SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIAL'S MAXIMUM MODIFIED PROCTOR DRY DENSITY
25. IMPORTED FILL OR BACKFILL SHOULD CONSIST OF FINE SAND WITH LESS THAN 15 PERCENT PASSING THE NO. 200 SIEVE, FREE OF RUBBLE, ORGANICS, CLAY, DEBRIS, AND OTHER UNSUITABLE MATERIAL.
26. MOISTURE CONTENT OF THE FILL SHALL BE WITH IN +/-2 PERCENT OF OPTIMUM MOISTURE CONTENT AS ESTABLISHED IN ASTM D-1557.
27. ONE FIELD DENSITY TEST SHALL BE CONDUCTED PER 2,500 SQUARE FEET (OR FRACTION THEREOF) PER LIFT, IN THE BUILDING AREA. 1 TEST PER 5,000 SQUARE FEET IN PAVEMENT AREAS.
28. ALTHOUGH THE EXPOSED SUBGRADE IS ANTICIPATED TO BE RELATIVELY STABLE UPON INITIAL EXPOSURE, UNSTABLE SUBGRADE CONDITIONS COULD DEVELOP DURING GENERAL CONSTRUCTION OPERATIONS IF THE SOILS ARE WETTED AND/OR SUBJECTED TO REPETITIVE CONSTRUCTION TRAFFIC.
29. LANDSCAPED AREAS BETWEEN RESIDENTIAL BUILDINGS AND SIDEWALKS ALONG PUBLIC ROADS SHALL BE SLOPED SUCH THAT THE EXPOSED FOOTER OF THE BUILDING IS A MINIMUM OF 1 FOOT AND MAXIMUM OF 2.5 FEET.

SITE PLAN NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY OF WINTER SPRINGS REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SEE 02900 SPECIFICATION.
3. ALL ISLANDS WITH CURB & GUTTER SHALL BE LANDSCAPED, UNLESS OTHERWISE NOTED. THOSE ISLANDS ARE TO HAVE CONC. CURB.
4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
5. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE MODIFIED AS NECESSARY, ALL COST SHALL BE INCLUDED IN BASE BID.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
7. THE SITE WORK FOR THE PROJECT SHALL MEET OR EXCEED THE "SITE SPECIFIC SPECIFICATIONS".
8. LIGHTING ELECTRICAL PLANS TO BE PROVIDED BY DUKE ENERGY.
9. ALL SIGNAGE AND STRIPING TO BE INSTALLED IN ACCORDANCE WITH MUTCD (LATEST EDITION) STANDARDS AND SPECIFICATIONS.
10. NO ONSITE BURNING IS ALLOWED AT ANY TIME.
11. ALL ORGANIC OR OTHER UNSUITABLE MATERIALS MUST BE HAULED OFF THE SITE AND PROPERLY DISPOSED.
12. PAYMENT OF THE 1% SITE INSPECTION FEE IS DUE PRIOR TO BREAKING GROUND. FEE IS 1% OF THE TOTAL SITEWORK CONSTRUCTION COST, NOT INCLUDING ITEMS COVERED BY A BUILDING PERMIT.
13. PROVIDE A VIDEO INSPECTION OF ALL SANITARY SEWER MAINS, SANITARY SEWER LATERALS, AND ALL STORMWATER PIPES. PROVIDE THE CITY WITH A DVD COPY OF ALL VIDEO INSPECTIONS.
14. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH 2017 DESIGN STANDARDS, 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND 2010 UTILITY ACCOMMODATION MANUAL.

GEOTECHNICAL RECOMMENDATIONS:

1. SITE PREPARATION FOR CONSTRUCTION SHOULD CONSIST OF REMOVAL OF ALL EXISTING STRUCTURES, FOUNDATIONS, PAVEMENTS, UNDERGROUND UTILITIES, LANDSCAPE, AND OTHER DELETERIOUS MATERIALS WITHIN PROPOSED BUILDING AND PAVEMENT, FOOTPRINTS. ANY VOIDS CREATED BY THE REMOVAL OF THESE DELETERIOUS MATERIALS SHOULD BE PROPERLY BACKFILLED.
2. SITE PREPARATION RECOMMENDED ABOVE SHOULD INCLUDE THE PLANNED STRUCTURE AND PAVEMENT FOOTPRINTS PLUS A FIVE-FOOT PERIMETER.
3. FILL SOILS SHOULD CONSIST OF EITHER INORGANIC, NON-PLASTIC SAND HAVING LESS THAN 12% MATERIAL PASSING THE NO. 200 SIEVE. IN PARTICULAR, FILL SOILS PLACED WITHIN THE UPPER 12 INCHES OF THE SUBGRADE OF BUILDING GRADE SLABS ON GRADE SHOULD CONSIST OF EITHER SAND WITH LESS THAN 10% PASSING THE NUMBER 200 SIEVE.
4. REPRESENTATIVE SAMPLES OF THE FILL SOILS SHOULD BE COLLECTED FOR CLASSIFICATION AND COMPACTION TESTING. THE MAXIMUM DRY DENSITY, OPTIMUM MOISTURE CONTENT, GRADATION, AND PLASTICITY SHOULD BE DETERMINED. THESE TESTS ARE NEEDED FOR QUALITY CONTROL OF THE COMPACTED FILL.
5. FILL SOILS SHOULD BE PLACED WITH LOOSE LIFT THICKNESSES OF NOT MORE THAN 12 INCHES, MOISTURE-CONDITIONED TO WITHIN THREE (3) PERCENT OF THE OPTIMUM MOISTURE CONTENT BASED ON ASTM D-1557 AND COMPACTED TO A MINIMUM OF 95 PERCENT RELATIVE COMPACTION. ONE TEST SHOULD BE PERFORMED FOR EACH 2,500 SQUARE FEET OF FILL AREA PER LIFT OF FILL SOIL. IF DURING THE COMPACTION PROCESS FILL SHOWS EVIDENCE OF YIELDING UNDER THE WEIGHT OF THE ROLLER, IT SHOULD BE SCARIFIED AND RE-COMPACTED, OR REMOVED AND REPLACED WITH FILL.
6. VIBRATIONS PRODUCED BY THE OPERATION OF THE COMPACTOR SHOULD BE MONITORED FOR POTENTIAL ADVERSE EFFECTS ON ADJACENT EXISTING STRUCTURES, PAVEMENTS, AND UTILITIES. IF NEARBY STRUCTURES WILL BE AFFECTED BY THE VIBRATION OF THE COMPACTOR, THE COMPACTION PROCEDURE MAY REQUIRE MODIFICATION AS APPROVED BY THE GEOTECHNICAL ENGINEER.

LEGAL DESCRIPTION:

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'24"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP FOR THE POINT OF BEGINNING, SAID POINT ALSO LYING UPON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 7486, PAGE 138, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, FOR A POINT OF BEGINNING; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: RUN N25°10'29"W A DISTANCE OF 48.66 FEET; THENCE RUN N39°43'39"W A DISTANCE OF 246.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; AND A CHORD BEARING OF N05°16'21"E, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN N50°16'21"E A DISTANCE OF 389.87 FEET; THENCE RUN N52°36'43"E A DISTANCE OF 71.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF N73°09'12"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°04'59" A DISTANCE OF 10.76 FEET TO THE POINT OF TANGENCY; THENCE RUN S86°18'18"E A DISTANCE OF 22.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S65°11'39"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'19" A DISTANCE OF 11.05 FEET TO THE POINT OF TANGENCY; THENCE RUN S44°04'59"E A DISTANCE OF 31.18 FEET; THENCE RUN N50°24'26"E A DISTANCE OF 1.88 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S39°22'12"E A DISTANCE OF 606.04 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE RUN S49°31'35"W ALONG SAID NORTHWESTERLY BOUNDARY LINE A DISTANCE OF 529.43 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, RUN N39°43'39"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 357.65 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8.107 ACRES, MORE OR LESS.

SHEET LIST TABLE

Sheet Number	Sheet Title	Revision 1 02/14/25	Revision 2 04/25/25
C01.0	COVER SHEET	X	X
S01.0	SURVEY PLAN		
C02.0	SWPPP PHASE 1 PLAN		
C03.0	SWPPP PHASE 2 PLAN		
C04.0	SWPPP DETAILS & NOTES		
C05.0	GRADING PLAN	X	
C06.0	UTILITY PLAN	X	
C07.0	PLAN AND PROFILE	X	
C08.0	FIRE TRUCK ACCESS PLAN	X	X
C09.0	SANITARY SEWER DETAILS		
C10.0	GENERAL DETAILS SHEET I		
C10.1	GENERAL DETAILS SHEET II	X	
C11.0	POTABLE WATER DETAILS SHEET		
C12.0	TREE REMOVAL PLAN		
L01.0	LANDSCAPE PLAN		

JURISDICTION / UTILITIES

SITEWORK CONSTRUCTION
CITY OF WINTER SPRINGS, FLORIDA
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
407-327-8979

WATER MANAGEMENT:
ST. JOHNS RIVER WATER MAN. DISTRICT
2501 S. BINION ROAD
APOPKA, FLORIDA 32703
407-695-4800

WATER
CITY OF WINTER SPRINGS, FLORIDA
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
407-327-8979

WASTEWATER
CITY OF WINTER SPRINGS, FLORIDA
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
407-327-8979

ELECTRIC:
DUKE ENERGY
2801 WEST STATE ROAD 426
OVIEDO, FLORIDA 32765
800-700-8744

CONSULTANTS

CIVIL ENGINEER:
NV5, INC.
6200 LEE VISTA BLVD.
ORLANDO, FLORIDA 32822
FRANK A. PORTER, P.E.
407-896-3317

SURVEYOR:
CHW, INC., AN NV5 COMPANY
2100 SE 17TH STREET, UNIT 802
OCALA, FLORIDA 34471
CLINTON N. RICKNER, PSM
352-414-4621

LANDSCAPE:
J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
5621 REVELWOOD LOOP
WINTER PARK, FLORIDA 32792
J. SCOTT LIBERTY
407-719-2124

GEOTECH:
NV5, INC
6200 LEE VISTA BLVD.
ORLANDO, FLORIDA 32822
JAMES R. HILL, III, P.E., S.I.
407-275-5120

JOB # 23012.20	PRJ. MGR. FAP	DESIGNER. SCK	CHECKED. JPM

DATE: Apr. 25, 2025

NO.	DATE	REVISIONS
1	02/14/25	SITE PLAN REVIEW COMMENTS 01/09/25
2	04/25/25	SITE PLAN REVIEW COMMENTS 04/10/25

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

COVER SHEET

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM

CERTIFICATE OF AUTHORIZATION # 28065

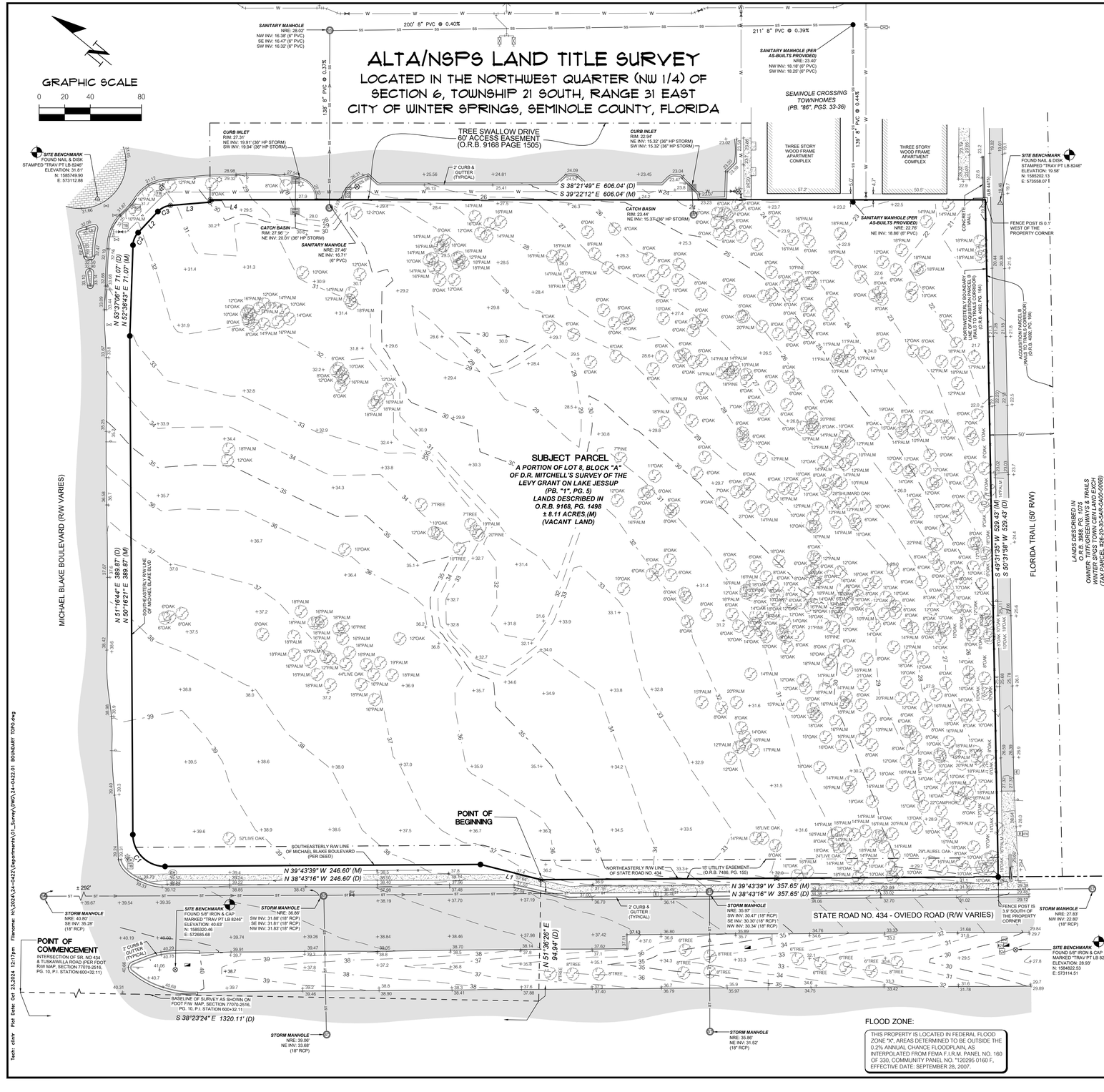
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ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA

GRAPHIC SCALE
0 20 40 80



FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA F.I.R.M. PANEL NO. 160 OF 330, COMMUNITY PANEL NO. "12025 0160 F, EFFECTIVE DATE: SEPTEMBER 28, 2007.

LEGAL DESCRIPTION: (PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024)

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD-434, AS SHOWN ON SAID RIGHT-OF-WAY MAP FOR THE POINT OF BEGINNING, SAID POINT ALSO LYING UPON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 7486, PAGE 138, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, FOR A POINT OF BEGINNING; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: RUN N24°10'05"W A DISTANCE OF 48.66 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 246.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; AND A CHORD BEARING OF N84°16'44"E, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN N51°16'44"E A DISTANCE OF 389.87 FEET; THENCE RUN N53°37'06"E A DISTANCE OF 71.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF N74°09'35"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°04'59" A DISTANCE OF 10.76 FEET TO THE POINT OF TANGENCY; THENCE RUN S85°17'55"E A DISTANCE OF 22.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S64°11'16"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'19" A DISTANCE OF 11.05 FEET TO THE POINT OF TANGENCY; THENCE RUN S43°04'36"E A DISTANCE OF 31.18 FEET; THENCE RUN N51°24'49"E A DISTANCE OF 1.88 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S38°21'49"E A DISTANCE OF 606.04 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE RUN S50°31'58"W ALONG SAID NORTHWESTERLY BOUNDARY LINE A DISTANCE OF 529.43 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 357.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: EASEMENT RIGHTS ARISING UNDER THAT CERTAIN EASEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS H, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1505, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ALSO TOGETHER WITH: EASEMENT RIGHTS ARISING UNDER THAT CERTAIN DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1520, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SURVEYORS NOTES:

1. MEASURED COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO STATE PLANE FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 1983),
2. OBSERVED EVIDENCE OF UTILITIES HAS BEEN SHOWN PURSUANT TO SECTION 5 PARAGRAPH E (IV) OF THE ALTA/NSPS MINIMUM STANDARD DETAIL REQUIREMENTS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. THIS SURVEY WAS PRODUCED WITH THE BENEFITS OF FURNISHED TITLE WORK VIA FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024. NO FURTHER INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN, AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THE SURVEYOR.
5. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
6. FENCING, SYMBOLS AND MONUMENTATION SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
7. IN THE OPINION OF THIS SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCEL IN RELATION TO THE DESCRIPTION OF RECORD AND THOSE EXISTING LAND CORNERS FOUND TO BE ACCEPTABLE BY THIS SURVEYOR.
8. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
9. VERTICAL DATUM REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988) AND WERE DERIVED FROM SEMINOLE COUNTY BENCHMARK DESIGNATION #5172001, WITH A PUBLISHED ELEVATION OF 16.09 FEET (NAVD88).
10. ADDITIONAL POINTS MAY BE FOUND BY TURNING ON THE SV-NODE* LAYERS IN THE SUPPLIED DIGITAL FILE.
11. ONLY TREES 6" IN DIAMETER OR GREATER (MEASURED AT CHEST HEIGHT) ARE SHOWN HEREON.
12. TOPOGRAPHIC INFORMATION SHOWN HEREON BASED ON GROUND SURVEY. CONTOURS SHOWN HEREON REFLECT 1-FOOT INTERVALS.
13. THERE WERE NO MARKED PARKING SPACES OBSERVED AT THE TIME OF THIS SURVEY.
14. THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS BEING CONDUCTED AT THE TIME OF THIS SURVEY.
15. THERE WAS NO EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES, CURRENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT THE TIME OF THIS SURVEY.
16. THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A CEMETERY, SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
17. DISTANCE TO NEAREST INTERSECTING STREET IS 0 FEET, MORE OR LESS, TO THE INTERSECTION OF MICHAEL BLAKE BOULEVARD AND STATE ROAD 434.
18. AS-BUILTS PROVIDED IN NGVD 29 DATUM WERE CONVERTED TO NAVD88 DATUM, WITH A CONVERSION FACTOR OF -1.044 FEET, ±0.026 FEET PER NGS COORDINATE CONVERSION AND TRANSFORMATION TOOL (NCAT).

SCHEDULE B-2: (AS FURNISHED PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024)

ITEM NO. 4: THIS PROPERTY IS SUBJECT TO THE RESTRICTION AS TO THE NEARBY PROPERTY ONLY, AND NO OTHER RESTRICTION, AS DEFINED IN AND SET FORTH IN PARAGRAPH 18.02(C) OF THE THIRD AMENDMENT TO MEMORANDUM OF LEASE RECORDED MAY 30, 2006, IN OFFICIAL RECORDS BOOK 6265, PAGE 934, AS EVIDENCED BY THAT CERTAIN LEASE DATED OCTOBER 19, 2001, BY AND BETWEEN CAPITAL GREEN I, LLC, A GEORGIA LIMITED LIABILITY COMPANY ("LANDLORD") AND PUBLIX SUPER MARKETS, INC., A FLORIDA CORPORATION ("TENANT") AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF LEASE RECORDED SEPTEMBER 27, 2002, IN OFFICIAL RECORDS BOOK 4539, PAGE 651; AS AMENDED BY FIRST ADDENDUM TO MEMORANDUM OF LEASE RECORDED FEBRUARY 16, 2003, IN OFFICIAL RECORDS BOOK 4713, PAGE 1200; FURTHER AMENDED BY SECOND AMENDMENT TO MEMORANDUM OF LEASE RECORDED JUNE 9, 2005, IN OFFICIAL RECORDS BOOK 5759, PAGE 833; AS FURTHER AMENDED BY THIRD AMENDMENT TO MEMORANDUM OF LEASE MAY 30, 2006, IN OFFICIAL RECORDS BOOK 6265, PAGE 934; AS FURTHER AMENDED BY FOURTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED MAY 30, 2006, IN OFFICIAL RECORDS BOOK 6265, PAGE 944 AND AS FURTHER AMENDED BY FIFTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED FEBRUARY 11, 2013, IN OFFICIAL RECORDS BOOK 7962 PAGE 1505. (NO PLOTTABLE INFORMATION)

ITEM NO. 5: THIS PROPERTY IS SUBJECT TO THE FUTURE DEVELOPMENT COMMITMENT AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS INC., A DELAWARE CORPORATION AND THE CITY OF WINTER SPRINGS, FLORIDA RECORDED NOVEMBER 29, 2010, IN OFFICIAL RECORDS BOOK 7486 PAGE 146. (NO PLOTTABLE INFORMATION)

ITEM NO. 6: THIS PROPERTY IS SUBJECT TO THE UTILITY EASEMENT AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS INC., A DELAWARE CORPORATION AND THE CITY OF WINTER SPRINGS, FLORIDA, A FLORIDA MUNICIPAL CORPORATION RECORDED NOVEMBER 29, 2010, IN OFFICIAL RECORDS BOOK 7486 PAGE 155. (AS SHOWN HEREON)

ITEM NO. 7: THIS PROPERTY IS SUBJECT TO THE DEVELOPMENT AGREEMENT (MULTI-FAMILY/MIXED USE APARTMENT PROJECT-S.R. 434), BY AND BETWEEN THE CITY OF WINTER SPRINGS, FLORIDA AND WINTER SPRINGS HOLDINGS INC., A DELAWARE CORPORATION, RECORDED APRIL 9, 2015, IN OFFICIAL RECORDS BOOK 8446, PAGE 1131; AS MODIFIED BY THAT CERTAIN FIRST MODIFICATION OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTER SPRINGS, A FLORIDA MUNICIPAL CORPORATION AND WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, RECORDED JANUARY 31, 2017, IN OFFICIAL RECORDS BOOK 8852, PAGE 1719. (NO PLOTTABLE INFORMATION)

ITEM NO. 8: THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN THAT CERTAIN DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE LIMITED LIABILITY COMPANY AND WINTER SPRINGS APARTMENTS, LP, A DELAWARE LIMITED PARTNERSHIP RECORDED MARCH 3, 2017, IN OFFICIAL RECORDS BOOK 8871, PAGE 98; AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND WINTER SPRINGS APARTMENTS, LP, A DELAWARE LIMITED LIABILITY PARTNERSHIP RECORDED AUGUST 3, 2017, IN OFFICIAL RECORDS BOOK 8964, PAGE 1579 AND AS EFFECTED BY WAIVER AND RELEASE OF USE RESTRICTION AND CONSENT TO FUTURE AMENDMENT RECORDED JULY 12, 2024, IN OFFICIAL RECORDS BOOK 10660 PAGE 912. (NO PLOTTABLE INFORMATION)

ITEM NO. 9: THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN THAT CERTAIN EASEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168 PAGE 1505. (AS SHOWN HEREON)

ITEM NO. 10: THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN THAT CERTAIN DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1520. (AFFECTS SUBJECT PROPERTY BUT NO PLOTTABLE INFORMATION)

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 25°10'29" W(M) N 24°10'06" W(D)	48.66'(M) 48.66'(D)
L2	S 86°18'18" E(M) S 85°17'55" E(D)	22.68'(M) 22.68'(D)
L3	S 44°04'59" E(M) S 43°04'36" E(D)	31.18'(M) 31.18'(D)
L4	N 50°24'26" E(M) N 51°24'49" E(D)	1.88'(M) 1.88'(D)

CURVE DATA TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.27'(M) 39.27'(D)	25.00'(M) 25.00'(D)	90°00'00"(M) 90°00'00"(D)	35.36'(M)	N 5°16'21" E (M) N 6°16'44" E (D)
C2	10.76'(M) 10.76'(D)	15.00'(M) 15.00'(D)	41°04'59"(M) 41°04'59"(D)	10.53'(M)	N 73°09'12" E(M) N 74°09'35" E(D)
C3	11.05'(M) 11.05'(D)	15.00'(M) 15.00'(D)	42°13'19"(M) 42°13'19"(D)	10.81'(M)	S 65°11'39" E(M) S 64°11'16" E(D)

LEGEND:

(D) = DATA BASED ON OFFICIAL RECORDS
(M) = DATA BASED ON FIELD MEASUREMENTS
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
R/W = RIGHT OF WAY
ID. = IDENTIFICATION
INV = INVERT
RCP = REINFORCED CONCRETE PIPE
O.R.B. = OFFICIAL RECORDS BOOK
PB. = PLAT BOOK
PG. = PAGE
OAK = OAK TREE
PALM = PALM TREE
PINE = PINE TREE
TREE = UNKNOWN TREE
30 = CONTOUR LINE
(30) = TREE (SIZE/TYPE AS NOTED)

= IRRIGATION CONTROL VALVE
= CLEANOUT
= ELECTRIC HANDHOLE
= STORM SEWER MANHOLE
= SEWER VALVE
= TELEPHONE JUNCTION BOX
= FOUND 4"X4" CONCRETE MONUMENT (AS NOTED)
= FOUND 1/2" REBAR & CAP (AS NOTED)
= FOUND IRON ROD (NO ID.)
= FOUND NAIL & DISK (AS NOTED)
= SET 5/8" STEEL ROD & CAP (LB 5075)
= TRAFFIC SIGN
= BENCHMARK
X30.5 = SPOT ELEVATION (PERVIOUS)
X 30.45 = SPOT ELEVATION (IMPERVIOUS)

= IRRIGATION CONTROL BOX
= ELECTRIC BOX
= TRAFFIC SIGNAL BOX
= WOOD LIGHT POLE
= METAL LIGHT POLE
= WATER VALVE
= WATER METER
= STORM INLET
= METAL HANDRAIL
= 4' METAL LINK FENCE
= ASPHALT SURFACE
= CONCRETE SURFACE
= BRICK SURFACE
= BURIED WATER LINE
= BURIED SANITARY SEWER LINE

SURVEYOR'S CERTIFICATION:

TO: TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; FIDELITY NATIONAL TITLE INSURANCE COMPANY; CALLOWAY TITLE AND ESCROW, LLC;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(B), 8, 9, 11, 13, 14, 16, 17 AND 19, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 22, 2024.

CLINTON N. RICKNER
FLORIDA SURVEYOR & MAPPER CERTIFICATE NUMBER 7409
CLINT.RICKNER@NV5.COM

DATE OF PLAT OR MAP:

11801 Research Drive
Alachua, FL 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-5075
CHW
AN NV5 COMPANY

SCALE: 1" = 40'
VERIFY SCALE BAR IS CORRECT ON PLOTTED DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.
0 1"

CERTIFIED TO:

SURVEY DATE: 07-22-2024
REVISION DATE: N/A
PROJECT NUMBER: 24-0422.01
TECHNICIAN: MD
CREW CHIEF: N/A
CHECKED BY: CNR
FIELD BOOK & PAGE: 65 / 13-18

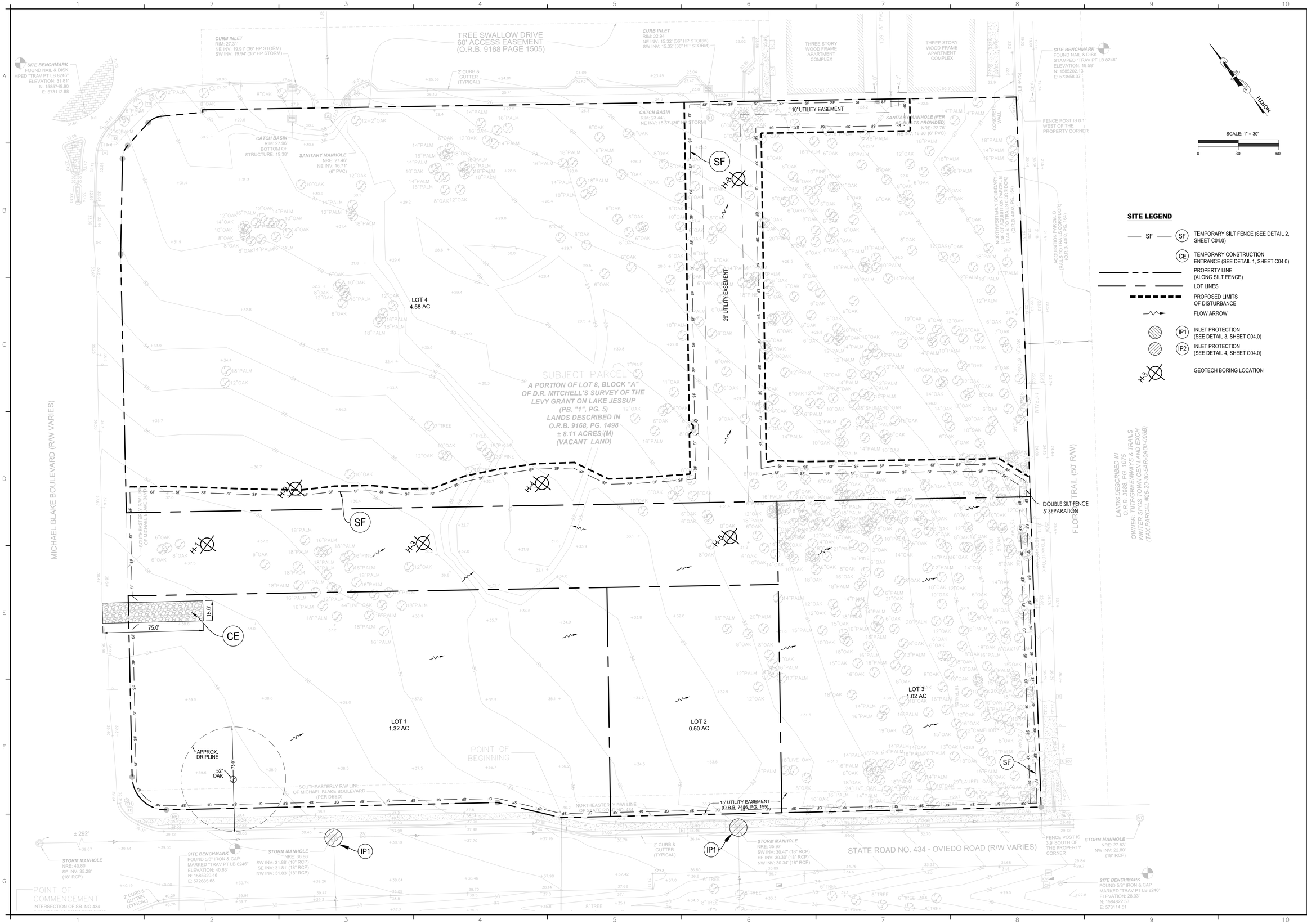
CLINTON N. RICKNER
Professional Surveyor & Mapper Fla. License No. 7409
SEE SURVEYOR'S CERTIFICATIONS

This map prepared by:
Certificate of Authorization No. LB. 5075
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.: 1 OF 1

SEE SURVEYOR'S CERTIFICATIONS

Tech: clinr Plot Date: Oct 23,2024 12:17pm Filename: N:\2024\24-0422\Departments\01_Survey\DWG\24-0422.01 BOUNDARY TOPO.dwg



SITE LEGEND

- SF — TEMPORARY SILT FENCE (SEE DETAIL 2, SHEET C04.0)
- CE — TEMPORARY CONSTRUCTION ENTRANCE (SEE DETAIL 1, SHEET C04.0)
- PROPERTY LINE (ALONG SILT FENCE)
- LOT LINES
- PROPOSED LIMITS OF DISTURBANCE
- FLOW ARROW
- IP1 — INLET PROTECTION (SEE DETAIL 3, SHEET C04.0)
- IP2 — INLET PROTECTION (SEE DETAIL 4, SHEET C04.0)
- H-3 — GEOTECH BORING LOCATION

JOB #: 23012.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092

DATE: Feb. 14, 2025

NO	DATE	REVISIONS

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

SWPPP PHASE 1
PLAN

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C02.0

TREE SWALLOW DRIVE
60' ACCESS EASEMENT
(O.R.B. 9168 PAGE 1505)

CURB INLET
RIM: 27.31'
NE INV: 19.91' (36" HP STORM)
SW INV: 19.94' (36" HP STORM)

CURB INLET
RIM: 22.94'
NE INV: 15.32' (36" HP STORM)
SW INV: 15.32' (36" HP STORM)

SITE BENCHMARK
FOUND NAIL & DISK
STAMPED "TRAV PT LB 8246"
ELEVATION: 31.81'
N: 1585749.90
E: 573112.88

SITE BENCHMARK
FOUND NAIL & DISK
STAMPED "TRAV PT LB 8246"
ELEVATION: 19.58'
N: 1585202.13
E: 573558.07

CATCH BASIN
RIM: 27.96'
BOTTOM OF
STRUCTURE: 19.38'

SANITARY MANHOLE
NRE: 27.46'
NE INV: 16.71'
(6" PVC)

CATCH BASIN
RIM: 23.44'
NE INV: 15.37' (36" HP STORM)

SANITARY MANHOLE (PER
AS-BUILTS PROVIDED)
NRE: 22.76'
NE INV: 18.86' (6" PVC)

10' UTILITY EASEMENT

29' UTILITY EASEMENT

LOT 4
4.58 AC

LOT 4

LOT 1
1.32 AC

LOT 2
0.50 AC

LOT 3
1.02 AC

APPROX.
DRIPLINE
52"
OAK
78.0
52" LIVE OAK

DOUBLE SILT FENCE
5' SEPARATION

MICHAEL BLAKE BOULEVARD (R/W VARIES)

STATE ROAD NO. 434 - OVIEDO ROAD (R/W VARIES)

FLORIDA TRAIL (50' R/W)

LANDS DESCRIBED IN
O.R.B. 3988, PG. 1075
OWNER: TIITF/GREENWAYS & TRAILS
WINTER SPGS TOWN CEN LAND EXCH
(TAX PARCEL #26-20-30-5AR-0A00-006B)

STORM MANHOLE
NRE: 40.80'
SE INV: 35.28'
(18" RCP)

SITE BENCHMARK
FOUND 5/8" IRON & CAP
MARKED "TRAV PT LB 8246"
ELEVATION: 40.63'
N: 1585320.46
E: 572685.68

STORM MANHOLE
NRE: 38.86'
SW INV: 31.88' (18" RCP)
SE INV: 31.81' (18" RCP)
NW INV: 31.83' (18" RCP)

STORM MANHOLE
NRE: 35.97'
SW INV: 30.47' (18" RCP)
SE INV: 30.30' (18" RCP)
NW INV: 30.34' (18" RCP)

STORM MANHOLE
NRE: 27.83'
NW INV: 22.80'
(18" RCP)

SITE BENCHMARK
FOUND 5/8" IRON & CAP
MARKED "TRAV PT LB 8246"
ELEVATION: 28.93'
N: 1584822.53
E: 573114.51

NORTH

SCALE: 1" = 30'
0 30 60

SITE LEGEND

- SF — TEMPORARY SILT FENCE (SEE DETAIL 2, SHEET C04.0)
- CE — TEMPORARY CONSTRUCTION ENTRANCE (SEE DETAIL 1, SHEET C04.0)
- PROPERTY LINE (ALONG SILT FENCE)
- PROPOSED LIMITS OF DISTURBANCE
- FLOW ARROW
- IP1 — INLET PROTECTION (SEE DETAIL 3, SHEET C04.0)
- IP2 — INLET PROTECTION (SEE DETAIL 4, SHEET C04.0)

NOTES:

1. AFTER COMPLETION OF GRADING, LOTS MUST BE STABILIZED TO PREVENT EROSION.

NO	DATE	REVISIONS

JOB #: 23012.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092

DATE: Feb. 14, 2025

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

SWPPP PHASE 2
PLAN

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3177
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 28065

SHEET
C03.0

BEST MANAGEMENT PRACTICES SEQUENCE

1. SITE DESCRIPTION

A. CONSTRUCTION OF CHILD AND DAY CARE CENTER BUILDING AND SURFACE PARKING AREAS.

B. SEQUENCE OF SOIL DISTURBANCE:
(1) INSTALL PERIMETER SEDIMENT AND EROSION CONTROLS.
(2) PREPARE SITE.
(3) CLEAR AND GRUB PROPOSED AREA.
(4) INSTALL PROPOSED UNDERGROUND STORMWATER AND UTILITIES.
(5) INSTALL CONCRETE CURB, CONCRETE SIDEWALK. AND PAVEMENT
(6) STABILIZE SITE.

C. TOTAL SITE AREA: 8.11± ACRES
DISTURBED SITE AREA: 4.29± ACRES

D. SOILS: -ST. JOHNS AND EAUGALLIE FINE SANDS
-POMELLO FINE SANDS

E. DRAINAGE AREA FOR EXISTING DISCHARGE POINT: 4.29± ACRES
DRAINAGE AREA FOR PROPOSED DISCHARGE POINT: 4.29± ACRES

F. LATITUDE AND LONGITUDE OF EXISTING DISCHARGE POINT:
DISCHARGE POINT LAT: 28°41'37.53" N
DISCHARGE POINT LONG: 81°15'30.13" W
DISCHARGES TO ADJACENT WOODLAND

LATITUDE AND LONGITUDE OF PROPOSED DISCHARGE POINT:
DISCHARGE POINT LAT: 28°41'41.03" N
DISCHARGE POINT LONG: 81°15'29.40" W
DISCHARGES TO MASTER STORM POND, SJRWMD PERMIT NO. 95027-2

2. CONTROLS

A. EROSION AND SEDIMENT CONTROLS:

(1) STABILIZATION PRACTICES:
1. TEMPORARY SEEDING SHALL BE RYE GRASS APPLIED AT MANUFACTURER'S RECOMMENDATIONS TO ANY DISTURBED AREAS THAT ARE INACTIVE FOR SEVEN DAYS.
2. MULCHING PRACTICES AND SOD SHALL BE APPLIED TO PARKING LOT ISLANDS.

(2) STRUCTURAL PRACTICES:
1. PRIOR TO CLEARING, A SILT FENCE SHALL BE INSTALLED AROUND THE PERIMETER OF THE SITE, AS SHOWN HEREIN.
2. DURING THE CLEARING, GRUBBING, AND SITE GRADING STAGES, AREAS TO BE LEFT DISTURBED MORE THAN 7 DAYS SHALL BE STABILIZED WITH RYE GRASS APPLIED PER THE MANUFACTURER'S SPECIFICATIONS. AFTER SEEDING, EACH AREA SHALL BE MULCHED WITH 4,000 POUNDS OF STRAW PER ACRE.
3. AFTER ALL INITIAL SITE GRADING WORK, ALL PROPOSED INLETS/OUTFALLS, ONCE INSTALLED, SHALL BE PROTECTED FROM EROSION AND SEDIMENT RUNOFF BY THE USE OF THE INLET PROTECTION DESIGNATED ON THE SITE MAP. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE STABILIZED WITH SEED OR SOD AS INDICATED ON THE SITE MAP NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. SEEDING SHALL BE THE SAME AS IN TEMPORARY SEEDING.
4. ALL INSTALLATION SHALL BE COMMENCED AS DEPICTED ON THE SITE MAPS AND EROSION CONTROL DETAIL SHEET.
5. IF SEDIMENT AND EROSION CONTROL MEASURES DEVIATE FROM THE PLANS, CITY OF WINTER SPRINGS SHALL BE NOTIFIED.

B. PERMANENT STORMWATER MANAGEMENT CONTROLS:

1. CATCH BASINS AND STORM SEWER SYSTEM ON-SITE TO PROVIDE POSITIVE DRAINAGE OF THE ENTIRE SITE TO THE DISCHARGE POINT.

C. CONTROLS FOR OTHER POLLUTANTS:

1. WASTE DISPOSAL: ALL WASTE WILL BE DISPOSED OF IN AN APPROPRIATE LEGAL MANOR, AND COMPLY WITH CITY OF WINTER SPRINGS ORDINANCES FOR WASTE DISPOSAL AND COMMERCIAL SITE DEVELOPMENT.

2. VEHICLE TRACKING: OFF SITE VEHICLE TRACKING OF SEDIMENTS AND DUST GENERATION WILL BE MINIMIZED VIA BEST POSSIBLE PRACTICES, DAILY SWEEPING AND THE USE OF WATER TO KEEP DUST DOWN.

3. FERTILIZERS, HERBICIDES, AND PESTICIDES: FERTILIZERS AND PESTICIDES WILL BE USED AT A MINIMUM AND IN ACCORDANCE WITH THE MANUFACTURERS' SUGGESTED APPLICATION APPLICATION RATES. THE FERTILIZERS AND PESTICIDES SHALL BE STORED IN A COVERED SHED.

4. TOXIC SUBSTANCES: ALL PAINTS AND OTHER CHEMICALS WILL BE STORED IN A LOCKED COVERED SHED.

5. OTHER: PORT-O-LETS WILL BE PLACED AWAY FROM THE STORM SEWER SYSTEMS AND STORM INLETS. NO VEHICLE MAINTENANCE SHALL BE CONDUCTED ON-SITE. A WASHDOWN AREA SHALL BE DESIGNATED AT ALL TIMES AND WILL NOT BE LOCATED IN ANY AREA THAT WILL ALLOW FOR THE DISCHARGE OF POLLUTED RUNOFF. A SMALL VEGETATED BERM SHALL BE PLACED AROUND THE WASHDOWN AREA.

3. MAINTENANCE:

1. SILT FENCE SHALL BE INSPECTED AT LEAST WEEKLY. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
2. INLETS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAIN EVENT AND ANY REPAIRS SHALL BE PERFORMED IMMEDIATELY.
3. BARE AREAS OF THE SITE THAT WERE PREVIOUSLY SEEDED SHALL BE RE-SEEDED PER MANUFACTURES' INSTRUCTIONS.
4. MULCH AND SOD THAT HAS BEEN WASHED OUT SHALL BE REPLACED IMMEDIATELY.
5. DEWATERING ACTIVITIES SHALL NOT RESULT IN ANY DISCHARGE OF WATER WITH TURBIDITY GREATER THAN 29 NTUS FROM THE SITE.

ALL MEASURES ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. CONTROLS ARE TO BE REPLACED OR REPAIRED IF IN A SUBSTANDARD CONDITION. ALL MAINTENANCE MODIFICATIONS ARE TO BE NOTED, ON PLANS, AS THEY OCCUR.

4. INSPECTIONS:

1.1. A QUALIFIED INSPECTOR SHALL INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS OF THE STATE AND MS4 (CITY OF WINTER SPRINGS & FDOT); DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED; AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; STRUCTURAL CONTROLS; AND, LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION SHALL BE MADE AND RETAINED IN THE CONSTRUCTION TRAILER AS PART OF THE STORMWATER POLLUTION PREVENTION

1.2. INSPECTIONS BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS SHALL BE CONDUCTED DAILY AND WITHIN 24 HOURS AFTER EACH 0.50 INCH OR GREATER RAINFALL EVENT. ANY NECESSARY REMEDIES SHALL BE PERFORMED IMMEDIATELY.

5. NON-STORMWATER DISCHARGES:

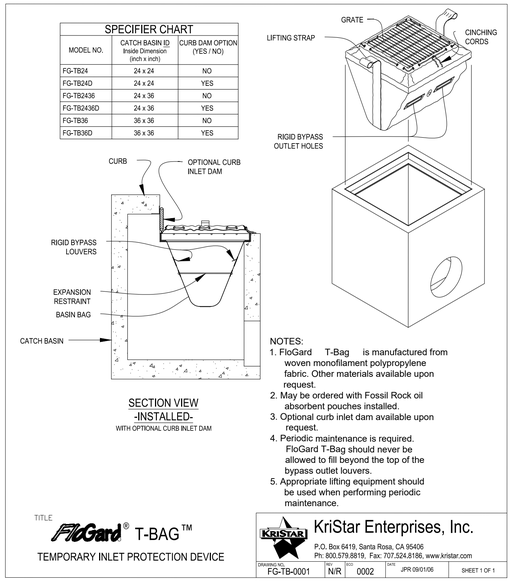
IT IS ANTICIPATED THAT THE FOLLOWING NON-STORMWATER DISCHARGES MAY OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:
1. WATER FROM LINE FLUSHINGS
2. PAVEMENT WASH WATER (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED)
3. SITE WATERING, TO ALLEVIATE FUGATIVE DUST
4. ROUTINE EXTERNAL BUILDING WASHDOWN WHICH DOES NOT USE DETERGENTS
5. IRRIGATION DRAINAGE

IF SAID DISCHARGES DO OCCUR, THEY WILL BE DIRECTED TO THE TEMPORARY EROSION CONTROL MEASURES PRIOR TO DISCHARGE.

6. CONTRACTOR/SUBCONTRACTOR CERTIFICATION:

ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED ABOVE MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

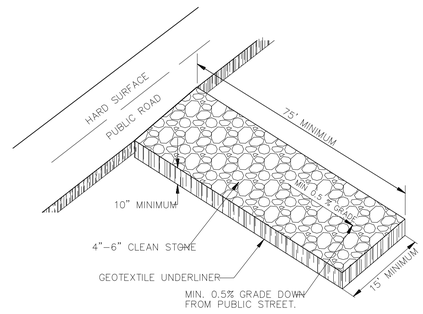


SECTION VIEW
-INSTALLED-
WITH OPTIONAL CURB INLET DAM

INLET SEDIMENT FILTER

N.T.S.

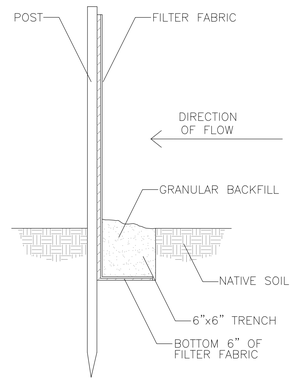
4



CONSTRUCTION ENTRANCE

N.T.S.

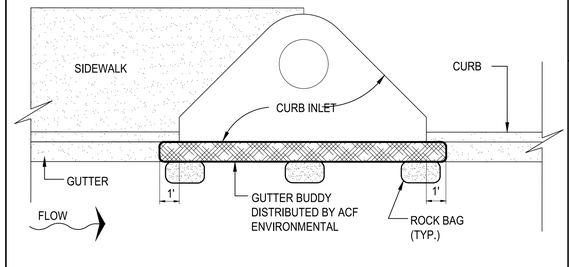
1



SILT BARRIER DETAIL

N.T.S.

2



GUTTER BUDDY CURB INLET PROTECTION

N.T.S.

3

JOB # 23012.20
PRJ. MGR. FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092

DATE: Feb. 14, 2025

NO	DATE	REVISIONS

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

SWPPP DETAILS AND NOTES

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3311
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29085

SHEET
C04.0

TREE SWALLOW DRIVE
60' ACCESS EASEMENT
(O.R.B. 9168 PAGE 1505)

SITE BENCHMARK
FOUND NAIL & DISK
STAMPED "TRAV PT LB 8246"
ELEVATION: 31.81'
N: 1585749.90
E: 573112.88

CURB INLET
RIM: 27.31'
NE INV: 19.91' (36" HP STORM)
SW INV: 19.94' (36" HP STORM)

CATCH BASIN
RIM: 27.96'
BOTTOM OF
STRUCTURE: 19.38'

SANITARY MANHOLE
NRE: 27.46'
NE INV: 16.71'
(6" PVC)

CURB INLET
RIM: 22.94'
NE INV: 15.32' (36" HP STORM)
SW INV: 15.32' (36" HP STORM)

CATCH BASIN
RIM: 23.44'
NE INV: 15.37' (36" HP STORM)

10' UTILITY EASEMENT

EXIST, SS-01
SANITARY MANHOLE (PER AS-BUILTS PROVIDED)
NRE: 22.76'
NE INV: 18.66' (6" PVC)

SITE BENCHMARK
FOUND NAIL & DISK
STAMPED "TRAV PT LB 8246"
ELEVATION: 19.58'
N: 1585202.13
E: 573558.07

NORTH

SCALE: 1" = 30'
0 30 60

STORM SEWER SCHEDULE

STR NO.	STR TYPE	GRATE/ RIM/EOP ELEV	DOWNSTREAM STR NO.	INVERTS IN	INVERTS OUT	DS PIPE LENGTH	PIPE SIZE/ MATERIAL	SLOPE
STS-01	USF 5106 FRAME AND 6149 GRATE	36.08	STS-02	30.41' SW	30.41' NE	22'	24" HP STORM PP	0.40%
STS-01A	24" HP-STORM STUB MARKED @ PROP. GRADE	33.17	STS-01		30.51' NE	25'	24" HP STORM PP	0.40%
STS-02	USF 5106 FRAME AND 6149 GRATE	36.08	STS-04	30.32' SW	30.32' SE	151'	24" HP STORM PP	0.36%
STS-03	USF 5106 FRAME AND 6149 GRATE	34.10	STS-04	28.68' SW	28.68' NE	22'	24" HP STORM PP	0.40%
STS-03A	24" HP-STORM STUB MARKED @ PROP. GRADE	31.44	STS-03		28.78' NE	25'	24" HP STORM PP	0.40%
STS-04	USF 5106 FRAME AND 6149 GRATE	34.10	STS-06	28.59' SW 29.78' NW	27.51' SE	137'	36" HP STORM PP	1.38%
STS-05	TYPE 6 INLET	32.31 (1)	STS-06	26.80' SW	26.80' NE	22'	24" HP STORM PP	0.40%
STS-05A	24" HP-STORM STUB MARKED @ PROP. GRADE	33.71	STS-05		26.90' NE	25'	24" HP STORM PP	0.40%
STS-06	TYPE 6 INLET	32.32	STS-07	25.63' NW 26.71' SW	25.63' SE	32'	36" HP STORM PP	0.40%
STS-07	STORM MANHOLE	33.09	STS-08	25.50' NW 25.41' SE	25.41' NE	164'	36" HP STORM PP	2.16%
STS-07A	18" HP-STORM STUB MARKED @ PROP. GRADE	32.90	STS-07		25.58' NW	44'	24" HP STORM PP	0.40%
STS-08	STORM MANHOLE	28.55	STS-09	21.88' SW	21.88' NE	139'	36" HP STORM PP	3.68%
STS-09	EXISTING STORM STRUCTURE	23.44		16.77' SW	15.37' NE (1)	21'	36" HP STORM PP	0.23%

LOT 4
4.58 AC

LOT 4

29' UTILITY EASEMENT

STS-08

STS-09

SS-04

MICHAEL BLAKE BOULEVARD (R/W VARIES)

STS-01 STS-02 STS-03 STS-04 STS-05 STS-06 STS-07 STS-07A

SS-01 SS-02 SS-03

CO-01 CO-02 CO-03 CO-04

STS-01A 24" HP STORM STUB

STS-03A 24" HP STORM STUB

STS-05A 24" HP STORM STUB

24" HP STORM STUB

SS-03A

TEMPORARY SWALE. SWALE TO BE REMOVED WHEN LOT 2 IS DEVELOPED

LOT 1
1.32 AC

LOT 2
0.50 AC

LOT 3
1.02 AC

APPROX. DRIPLINE
52" OAK
78.0

15' UTILITY EASEMENT
(O.R.B. 7486, PG. 150)

FLORIDA TRAIL (50' R/W)

LANDS DESCRIBED IN O.R.B. 3988, PG. 1075
OWNER: TITF/GREENWAYS & TRAILS
WINTER SPGS TOWN CEN LAND EXCH
(TAX PARCEL #26-20-30-5AR-0A00-0058)

STORM MANHOLE
NRE: 40.80'
SE INV: 35.28'
(18" RCP)

SITE BENCHMARK
FOUND 5/8" IRON & CAP
MARKED "TRAV PT LB 8246"
ELEVATION: 40.63'
N: 1585320.46
E: 572685.68

STORM MANHOLE
NRE: 36.86'
SW INV: 31.88' (18" RCP)
SE INV: 31.81' (18" RCP)
NW INV: 31.83' (18" RCP)

STORM MANHOLE
NRE: 35.97'
SW INV: 30.47' (18" RCP)
SE INV: 30.30' (18" RCP)
NW INV: 30.34' (18" RCP)

STATE ROAD NO. 434 - OVIEDO ROAD (R/W VARIES)

STORM MANHOLE
NRE: 27.83'
NW INV: 22.80'
(18" RCP)

SITE BENCHMARK
FOUND 5/8" IRON & CAP
MARKED "TRAV PT LB 8246"

JOB # 23012.20
PRJ. MGR. FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092

DATE: Feb. 14, 2025

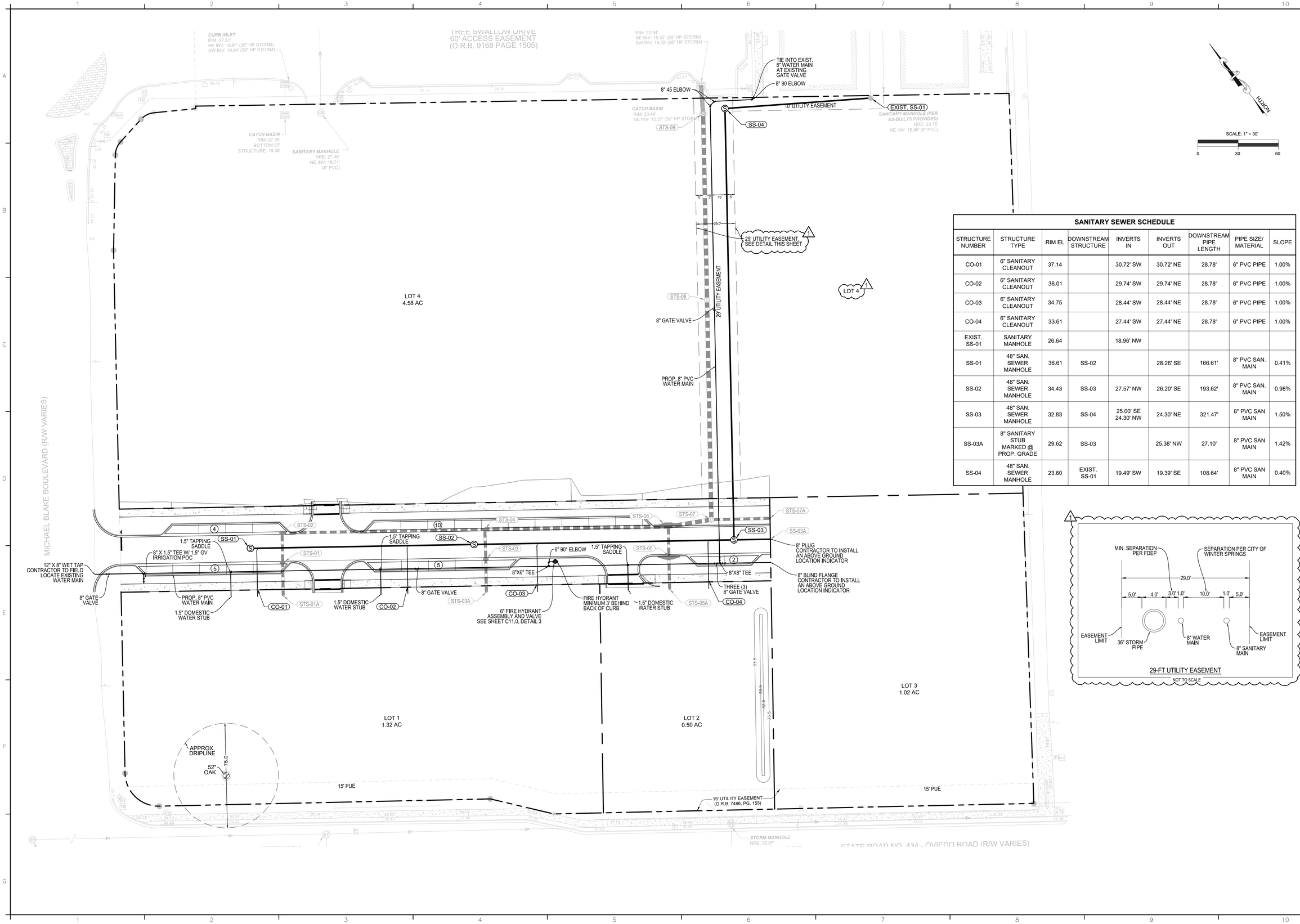
NO	DATE	REVISIONS
1	02/14/25	SITE PLAN REVIEW COMMENTS 01/09/25

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3177
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

GRADING PLAN

SHEET
C05.0



SANITARY SEWER SCHEDULE

STRUCTURE NUMBER	STRUCTURE TYPE	RIM EL	DOWNSTREAM STRUCTURE	INVERTS IN	INVERTS OUT	DOWNSTREAM PIPE LENGTH	PIPE SIZE/ MATERIAL	SLOPE
CO-01	6" SANITARY CLEANOUT	37.14		30.72' SW	30.72' NE	28.78'	6" PVC PIPE	1.00%
CO-02	6" SANITARY CLEANOUT	36.01		29.74' SW	29.74' NE	28.78'	6" PVC PIPE	1.00%
CO-03	6" SANITARY CLEANOUT	34.75		28.44' SW	28.44' NE	28.78'	6" PVC PIPE	1.00%
CO-04	6" SANITARY CLEANOUT	33.61		27.44' SW	27.44' NE	28.78'	6" PVC PIPE	1.00%
EXIST. SS-01	SANITARY MANHOLE	26.64		18.96' NW				
SS-01	48" SAN. SEWER MANHOLE	36.61	SS-02		28.26' SE	166.61'	8" PVC SAN. MAIN	0.41%
SS-02	48" SAN. SEWER MANHOLE	34.43	SS-03	27.57' NW	26.20' SE	193.62'	8" PVC SAN. MAIN	0.98%
SS-03	48" SAN. SEWER MANHOLE	32.83	SS-04	25.00' SE 24.30' NW	24.30' NE	321.47'	8" PVC SAN MAIN	1.50%
SS-03A	8" SANITARY STUB MARKED @ PROP. GRADE	29.62	SS-03		25.38' NW	27.10'	8" PVC SAN MAIN	1.42%
SS-04	48" SAN. SEWER MANHOLE	23.60	EXIST. SS-01	19.49' SW	19.39' SE	108.64'	8" PVC SAN MAIN	0.40%

JOB #: 23012.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092
DATE: Feb. 14, 2025

NO	DATE	REVISIONS
1	02/14/25	SITE PLAN REVIEW COMMENTS 01/09/25

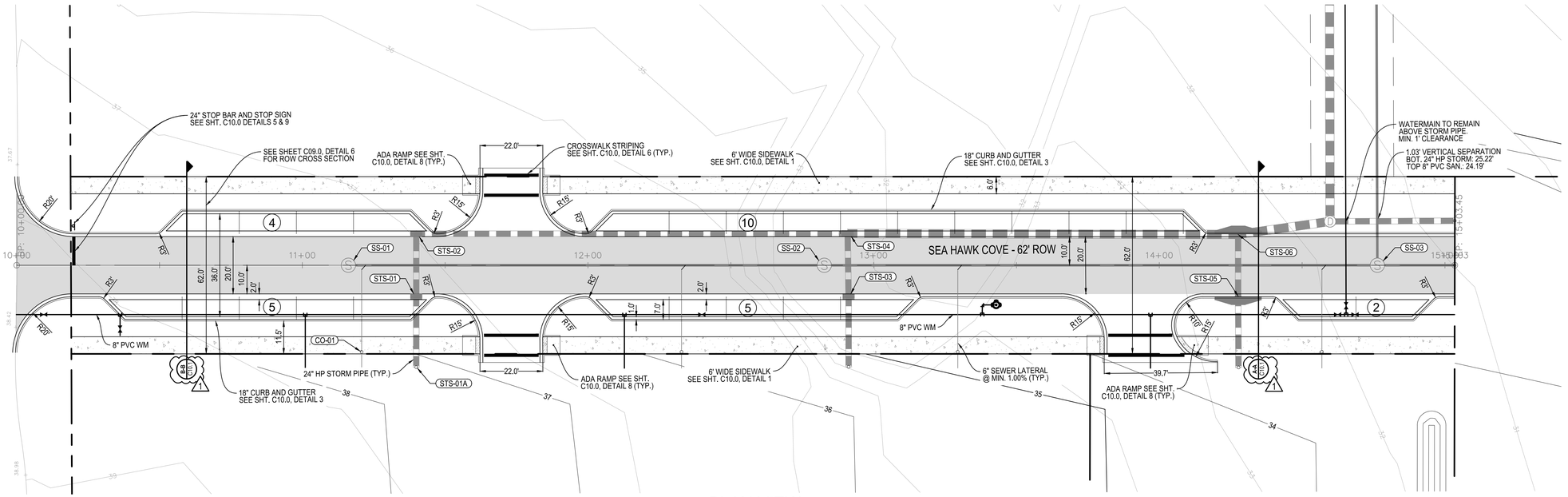
SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

UTILITY PLAN

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3337
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C06.0

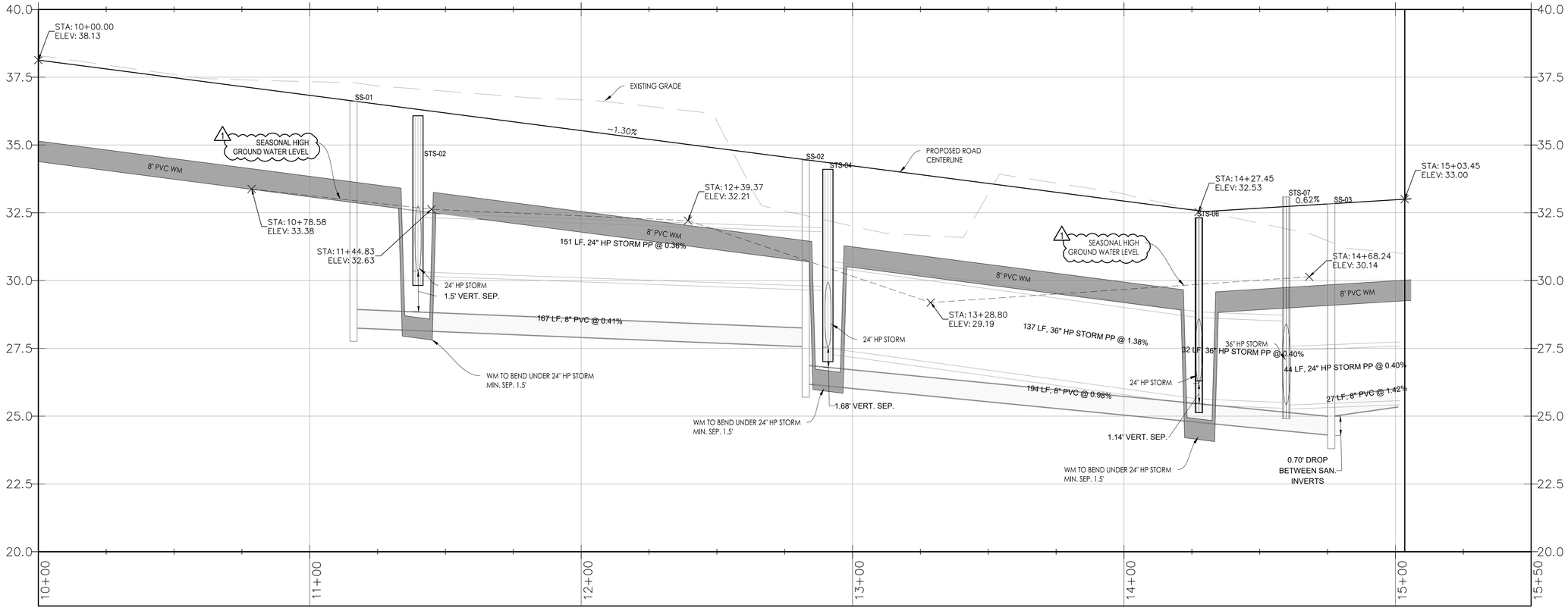
MICHAEL BLAKE BOULEVARD (R/W VARIES)



PAVEMENT LEGEND

- ASPHALT PAVEMENT (SEE SHEET C10.0, DETAIL 5)
- REGULAR DUTY CONCRETE

PLAN VIEW
1" = 20'



PROFILE VIEW
1" = 20' HORIZONTAL
1" = 2' VERTICAL

JOB #	23012.20
PRJ. MGR.	FAP
DESIGNER	SCK
CHECKED	JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092
DATE: Feb. 14, 2025

NO.	DATE	REVISIONS
1	02/14/25	SITE PLAN REVIEW COMMENTS 01/09/25

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

PLAN AND PROFILE

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C07.0

G:\23012.20\CONST\C07.0 PLAN AND PROFILE.dwg - Feb 14, 2025 - 4:19pm

SITE BENCHMARK
5/8" NAIL & DISK
PT LB 8246"
ELEVATION: 31.81'
N: 1585749.90
E: 573112.88

ACOE WETLANDS

10' UTILITY EASEMENT

SCALE: 1" = 30'
0 30 60

NORTH

MICHAEL BLAKE BLVD.

LOT 4
4.58 AC

29' UTILITY EASEMENT

LOT 4



OFFSITE FIRE HYDRANT LOCATIONS
1" = 150'

TYP. CLEAR ZONE

6" FIRE HYDRANT ASSEMBLY AND VALVE SEE SHEET C11.0, DETAIL 3

STABILIZED TURNAROUND INCLUDED IN SITE PERMIT FOR LOT 3 CITY PLAN NO. FEDP-2024-0010

SEA HAWK COVE - 52' ROW

11+00 12+00 13+00 14+00 15+00

20' 20'

600' FIRE HYDRANT PROXIMITY

BRIDGE DECK

ASPHALT BIKE PATH

LOT 1
1.32 AC

LOT 2
0.50 AC

LOT 3
1.02 AC

APPROX. DRIPLINE
52" OAK
78.0

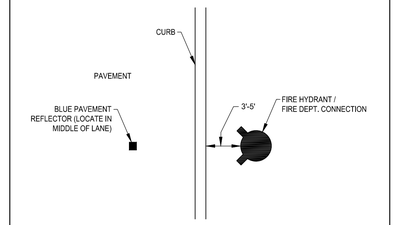
15' UTILITY EASEMENT
(O.R.B. 7486, PG. 153)

4" BWF

18" RCP

SITE BENCHMARK
FOUND 5/8" IRON & CAP
MARKED "TBAV PT LB 8246"
ELEVATION: 40.63'
N: 1585320.46
E: 572685.68

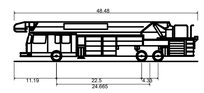
S.R. 434



PAVEMENT MARKING AT FIRE HYDRANT
N.T.S

LEGEND

- AUTOTURN VEHICLE
- SEMINOLE CO. AERIAL TRUCK FRONT AND REAR WHEEL TRACKS
- SEMINOLE CO. AERIAL TRUCK OVERHANG
- VEHICLE TRAVEL PATH SYMBOL SEA HAWK COVE
- VEHICLE TRAVEL PATH SYMBOL LOT DRIVEWAY APRONS
- PROPOSED ASPHALT PAVEMENT



Arrow-XT Aerial Truck, 100' Platform	
Overall Length	48.480ft
Overall Width	8.000ft
Overall Body Height	10.432ft
Min Body Ground Clearance	0.862ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	41.670ft

NO	DATE	REVISIONS
1	02/14/25	SITE PLAN REVIEW COMMENTS
2	04/25/25	SITE PLAN REVIEW COMMENTS

JOB #: 23012.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092
DATE: Apr. 25, 2025

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

FIRE TRUCK ACCESS PLAN

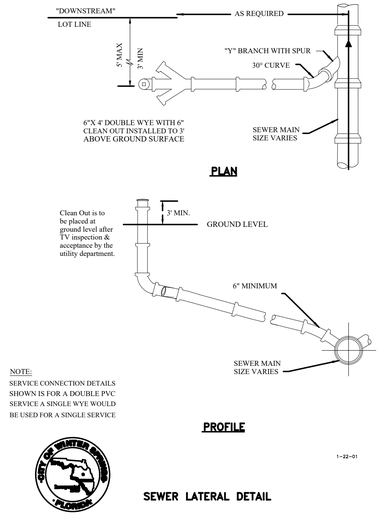
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
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CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C08.0

D:\23012.20\CONST\C08.0 FIRE TRUCK ACCESS PLAN.dwg — Apr 25, 2025 — 1:39pm

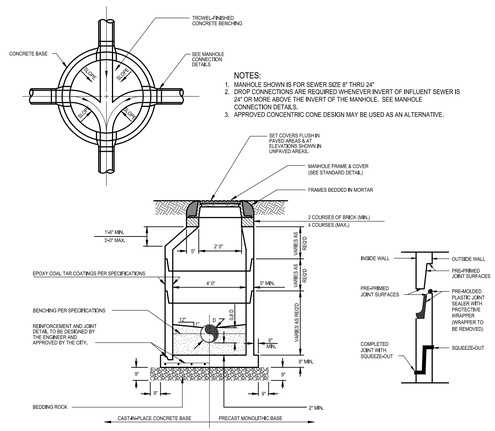
7

4



SEWER LATERAL DETAIL

1

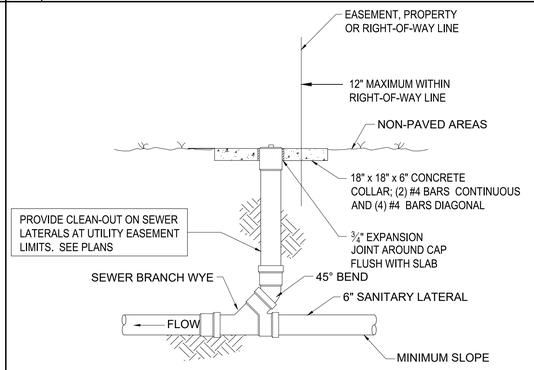


PRECAST CONCRETE MANHOLE
PLAN AND SECTION
N.T.S.

9

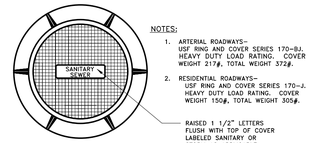
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5



SEWER CLEAN-OUT DETAIL
NON PAVED AREAS
NTS

2



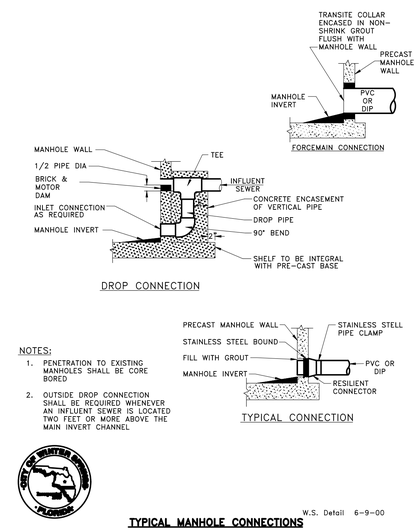
MANHOLE FRAME & COVER

W.S. Detail 6-9-00

10

6

3



TYPICAL MANHOLE CONNECTIONS

W.S. Detail 6-9-00

JOB #: 23012.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #65932

DATE: Feb. 14, 2025

NO.	DATE	REVISIONS

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

SANITARY SEWER DETAILS

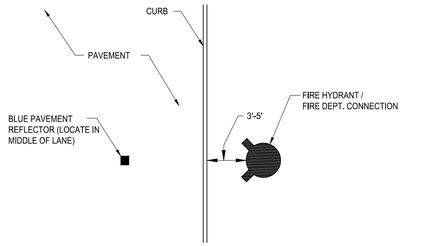
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 264-3377
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CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C09.0

D:\23012.20\CONST\C09.0 SANITARY SEWER DETAILS.dwg — Feb 14, 2025 — 4:18pm

10

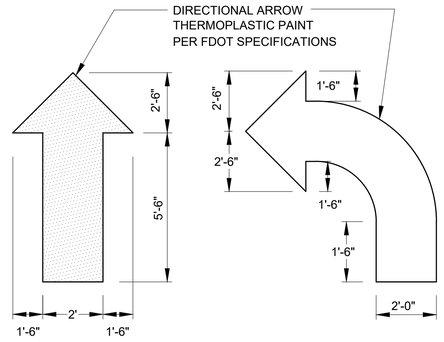
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PAVEMENT MARKING AT FIRE HYDRANT / FDC DETAIL

N.T.S.

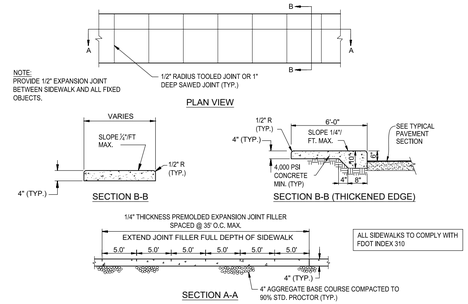
4



DIRECTIONAL ARROW DETAILS

N.T.S.

1

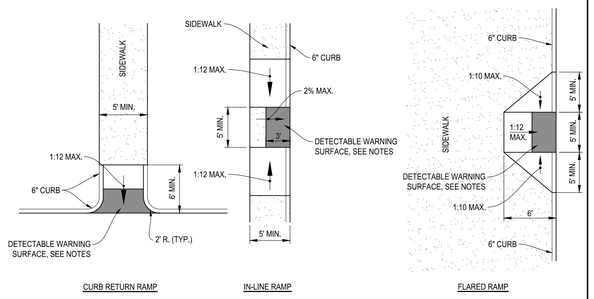


TYPICAL CONCRETE SIDEWALK DETAIL

N.T.S.

11

8

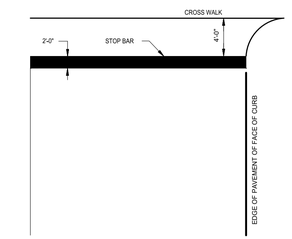


NOTES:
1. DETECTABLE WARNING SURFACE SHALL BE UTILIZED AT HAZARDOUS VEHICULAR AREAS AND SHALL BE A CONTINUOUS SURFACE 36" WIDE AS MEASURED IN THE DIRECTION OF THE RAMP.
2. DETECTABLE WARNING SURFACES SHALL CONSIST OF: EXPOSED AGGREGATE, SUCH AS ⅜" SMOOTH RIVER ROCK, MIXED INTEGRAL WITH THE CONCRETE.
3. DETECTABLE WARNING SURFACE MATERIAL SHALL CONTRAST IN COLOR AND TEXTURE WITH THE ADJACENT WALKING SURFACES BY AT LEAST 70%. CONTRAST SHALL BE DETERMINED BY THE DIFFERENCE IN LIGHT REFLECTANCE VALUE (LRV) OF EACH MATERIAL.

ON-SITE ADA RAMPS

NTS

5

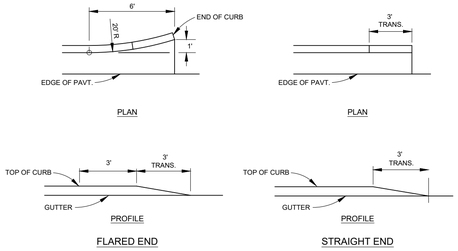


NOTE:
1. PAVEMENT STOP BARS ARE TO BE THERMOPLASTIC WHITE PAINT. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

STOP BAR DETAIL

N.T.S.

2

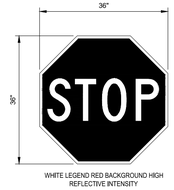


CURB AND GUTTER ENDINGS DETAIL

N.T.S.

12

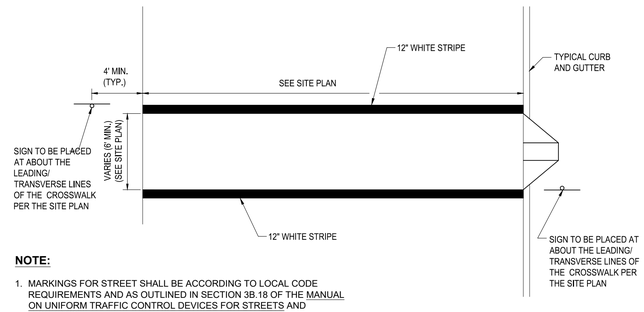
9



"STOP" SIGN DETAIL

N.T.S.

6



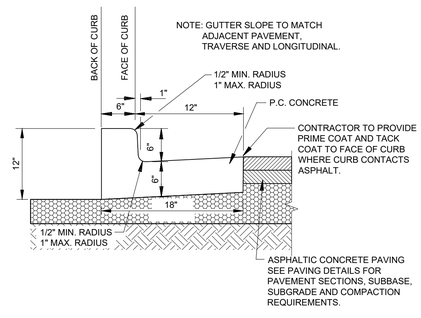
NOTE:

1. MARKINGS FOR STREET SHALL BE ACCORDING TO LOCAL CODE REQUIREMENTS AND AS OUTLINED IN SECTION 3B.18 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. ALL STRIPING IS TO BE THERMOPLASTIC PER FDOT SPECIFICATIONS.

CROSSWALK STRIPING DETAIL

N.T.S.

3



18" CURB AND GUTTER DETAIL

N.T.S.

JOB # 23012.20
PRJ. MGR. FAP
DESIGNER. SCK
CHECKED. JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #69922

DATE: Feb. 14, 2025

NO.	DATE	REVISIONS

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

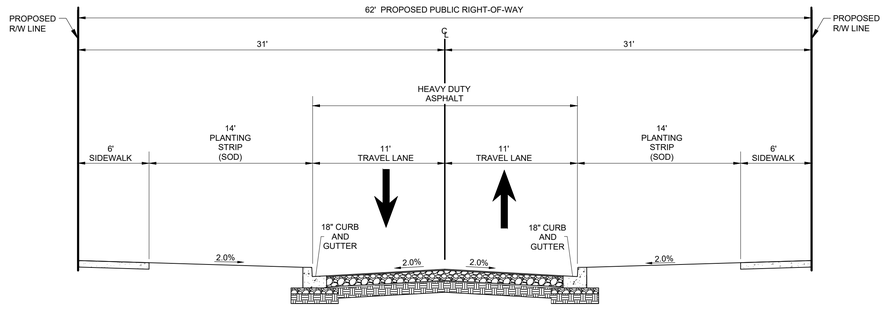
GENERAL DETAILS
SHEET I

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 566-1337
WWW.NV5.COM

CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C10.0

O:\23012.20\CONST\C10.0 GENERAL DETAILS SHEET.dwg — Feb 14, 2025 — 4:18pm

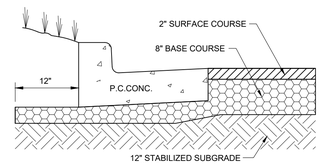


SECTION A-A

TOWN CENTER STREET
TYPICAL CROSS SECTION
62' ROW

NTS

3



ASPHALT PAVING SECTION

NOTES:

1. 2 INCHES OF ASPHALTIC CONCRETE STRUCTURAL COURSE ACCORDING TO FDOT SPECIFICATIONS SECTION 330, 331 (MARSHALL).
2. 8 INCHES OF LIMEROCK BASE COMPACTED TO AT LEAST 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180 OR ASTM D-1557). LIMEROCK BASE COURSES SHOULD BE MINED FROM A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) APPROVED SOURCE, SHOULD HAVE A MINIMUM LBR VALUE OF 100.
3. 12 INCHES OF COMPACTED NATURAL SUBGRADE STABILIZED TO A MINIMUM LIMEROCK BEARING RATIO (LBR; FLORIDA METHOD OF TEST DESIGNATION FM 5-515) VALUE OF 40. STABILIZATION OF THE SUB-BASE SHOULD BE ACCOMPLISHED USING COARSE AGGREGATE AS WELL-GRADED CRUSHED CONCRETE OR FDOT-APPROVED LIMEROCK STABILIZATION MATERIAL. THE SUBGRADE SHOULD BE COMPACTED TO AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180 OR ASTM D-1557).

CITY ROADWAY PAVEMENT DETAIL

N.T.S.

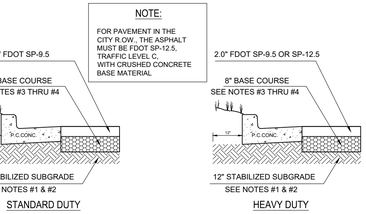
1

SECTION B-B

TOWN CENTER STREET WITH PARALLEL PARKING
TYPICAL CROSS SECTION
62' ROW

NTS

4



1. THE SUBGRADE SHOULD MEET A MINIMUM LBR OF 40 (STABILIZED SUBGRADE) OR FBV OF 75 POUNDS PER SQUARE INCH (PSI). THE EXISTING SANDY SOILD AND RECOMMENDED IMPORTED FILL WILL LIKELY POSSESS A LBR OF 20 TO 30. THEREFORE, IN ORDER TO INCREASE THE BEARING VALUE, SHELL, LIMEROCK, CRUSHED CONCRETE, LOW PLASTICITY CLAYEY SANDS OR ANOTHER ACCEPTABLE PRODUCT WOULD NEED TO BE BLENDED WITH THESE SANDS. THE STABILIZED SUBGRADE SHOULD BE A MINIMUM DEPTH OF 12 INCHES AND COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (MPMDD) AND MEET THE REQUIREMENTS FOR TYPE B OR C STABILIZED SUBGRADE FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

2. COMPACTION TESTING OF THE SUBGRADE SHOULD BE PERFORMED TO FULL DEPTH AT A FREQUENCY OF AT LEAST ONE (1) TEST PER 5,000 SQUARE FEET, OR EVERY 250 LINEAL FEET OF ROADWAY, WHICHEVER IS GREATER. COMPACTION TESTING OF THE STABILIZED SUBGRADE SHOULD BE PERFORMED AT FULL DEPTH AT A FREQUENCY OF AT LEAST ONE (1) TEST PER 10,000 SQUARE FEET, OR A MINIMUM OF 3 TESTS, WHICHEVER IS GREATER.

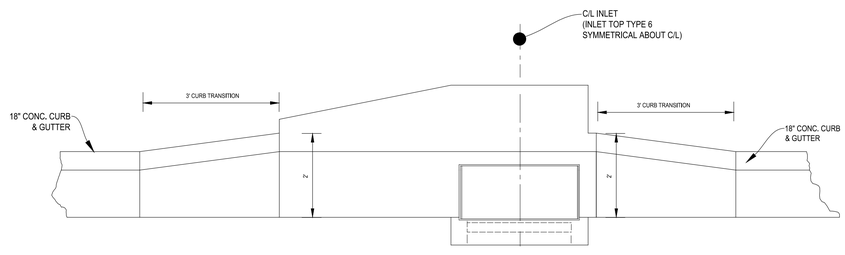
3. LIMEROCK BASES SHOULD BE A MINIMUM LBR OF 100 AND COMPLY WITH THE LATEST EDITION OF THE FDOT ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS. PLACE LIMEROCK IN MAXIMUM SIX-INCH LIFTS AND COMPACT EACH LIFT TO A MINIMUM DENSITY OF 95 PERCENT OF THE MPMDD. CRUSHED CONCRETE BASE SHALL COMPLY WITH THE LATEST EDITION OF THE FDOT ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS. PLACE CRUSHED CONCRETE IN MAXIMUM SIX INCH LIFTS AND COMPACT EACH LIFT TO A MINIMUM DENSITY OF 98 PERCENT OF THE MPMDD.

4. TRAFFIC SHOULD NOT BE ALLOWED ON THE SUBGRADE AS THE BASE IS PLACED TO AVOID RUTTING. BEFORE PAVING, THE BASE SHOULD BE CHECKED FOR SOUNDNESS.

ASPHALT PAVING

NTS

2



TOP VIEW

NTS

MODIFIED CURB INLET (FDOT TYPE 5)

5

JOB # 23012.20
PRJ. MGR. FAP
DESIGNER. SCK
CHECKED. JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #69292
DATE: Feb. 14, 2025

NO.	DATE	REVISIONS
	02/14/25	SITE PLAN REVIEW COMMENTS 01/09/25

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

GENERAL DETAILS
SHEET II

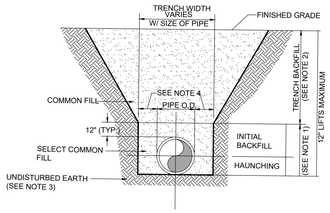
NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 648-4317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 28065

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SHEET
C10.1

13

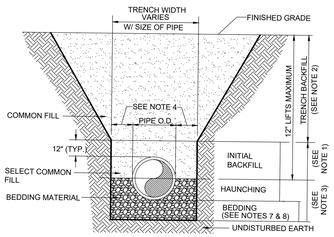
10



NOTES:
1. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY, PER AASHTO T-180. DENSITY TEST SHALL BE PROVIDED TO THE CITY BY AN APPROVED LAB.
2. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
3. 15" MAXIMUM/12" MINIMUM FOR PIPE DIAMETERS LESS THAN 24".
4. 24" MAXIMUM/12" MINIMUM FOR PIPE DIAMETERS 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPES ARE TO BE INSTALLED WITH THE BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES.

BEDDING & TRENCHING - TYPE B
NTS

7



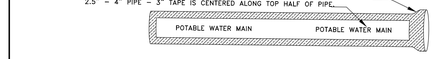
NOTES:
1. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY, PER AASHTO T-180. DENSITY TEST SHALL BE PROVIDED TO THE CITY BY AN APPROVED LAB.
2. TYPE "A" BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
3. 15" MAXIMUM/12" MINIMUM FOR PIPE DIAMETER LESS THAN 24".
4. 24" MAXIMUM/12" MINIMUM FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE A 4" MINIMUM FOR PIPE DIAMETERS UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. UTILITIES SHALL DETERMINE (IN THE FIELD) THE REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES.

BEDDING & TRENCHING - TYPE A
NTS

4

DUCTILE IRON POTABLE WATER MAIN
NTS

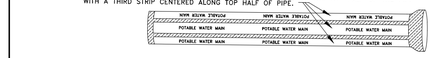
2.5" – 4" PIPE – 3" TAPE IS CENTERED ALONG TOP HALF OF PIPE.

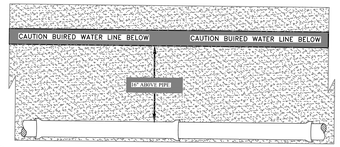


6" – 16" PIPE – 6" TAPE IS PLACED ALONG BOTH SIDES OF TOP HALF OF PIPE.



20" AND LARGER PIPE – TAPE IS PLACED ON BOTH SIDES OF THE TOP HALF OF THE PIPE WITH A THIRD STRIP CENTERED ALONG TOP HALF OF PIPE.





NOTE:
Standard Non-Detectable Warning Tape
Water Line Tape is 3" Wide and Blue With Black Lettering
Sewer Line Tape is 3" Wide and Green With Black Lettering
Force Main Tape is 3" Wide and Brown With Black Lettering

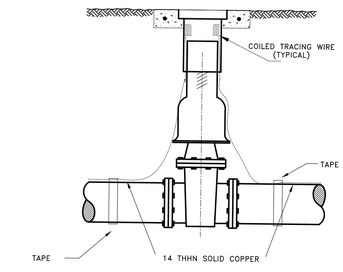
W.S. DETAIL 6-9-00 BY DT

PIPE IDENTIFICATION AND WARNING TAPE

1

14

11

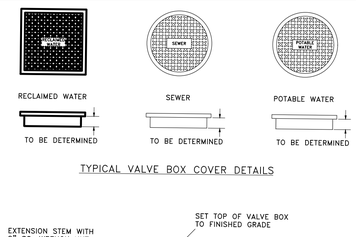


TRACING WIRE GENERAL NOTES:

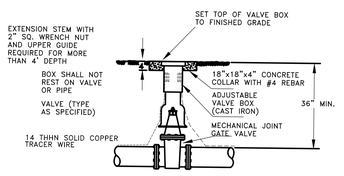
1. PIPE LINE TRACING WIRE IS TO BE INSTALLED ON ALL POTABLE WATER RECLAIMED WATER AND SEWER FORCE MAINS.
2. SYSTEMS-TRACING WIRE SHALL ALLOW TRACABILITY OF ALL PIPE BRANCHES INCLUDING THOSE FOR HYDRANTS. TRACING WIRE SHALL BE INSTALLED OVER THE ENTIRE LENGTH OF THE MAIN AND SECURED TO THE MAIN EVERY 5 FEET WITH ADHESIVE TAPE. WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND SHALL BE COILED AND PLACED IN A VALVE BOX FOR EASY ACCESSIBILITY.
3. ON DEAD END MAINS THE TRACING WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED PVC VALVE BOX AT THE END OF THE RUN.

8

TRACING WIRE CONNECTION



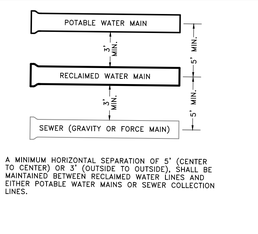
TYPICAL VALVE BOX COVER DETAILS



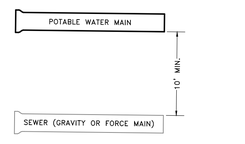
TYPICAL VALVE AND VALVE BOX DETAIL

5

VALVE, VALVE BOX AND COVER



A MINIMUM HORIZONTAL SEPARATION OF 5' (CENTER TO CENTER) OR 3' (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN RECLAIMED WATER LINES AND EITHER POTABLE WATER MAINS OR SEWER COLLECTION LINES.



A MINIMUM HORIZONTAL SEPARATION OF 10' (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN SEWER COLLECTION LINES AND POTABLE WATER MAINS.

MINIMUM HORIZONTAL SEPARATION REQUIREMENTS FOR POTABLE, RECLAIMED, AND SEWER LINES

2

15

12

PVC PIPE DIAMETERS

FITTINGS	4"	6"	8"	10"	12"	16"	18"	20"
TEE	30	45	70	75	95	120	140	165
END CAPS AND VALVES ON THE END OF THE MAIN	50	110	115	121	141	180	220	240
90° BENDS	40	40	45	50	60	75	75	95
45° BENDS	20	20	20	30	30	40	40	50
22 1/2° BENDS	10	10	10	10	10	20	20	20
11 1/4° BENDS	10	10	10	10	10	10	10	10

DUCTILE IRON PIPE APPLICATIONS
MINIMUM LINEAR FEET OF PVC PIPE TO BE RESTRAINED

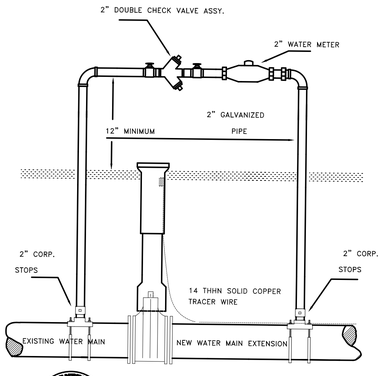
	DUCTILE IRON DIAMETERS											
FITTINGS	6"	***	8"	***	10"	***	12"	***	16"	***	18"	***
TEE	36	45	54	81	72	108	90	126	117	171	135	198
END CAPS AND VALVES ON THE END OF THE MAIN	45	90	81	126	99	153	117	171	144	216	162	243
90° BENDS	36	36	36	45	45	54	54	63	72	81	72	90
45° BENDS	18	18	18	27	27	27	27	27	36	36	36	45
22 1/2° BENDS	9	9	9	9	9	18	18	18	18	18	18	18
11 1/4° BENDS	9	9	9	9	9	9	9	9	9	9	9	9

*** = DUCTILE IRON PIPE WITH POLYETHYLENE WRAP

NOTE:
* THE LINEAR FOOTAGE OF PIPE IS MEASURED FROM THE BEND OR FITTING OUT TO THE AMOUNT SHOWN ON THE CHART; ANY BELL OR JOINT THAT FALLS WITHIN THAT LINEAR FOOTAGE SHALL HAVE A BELL OR JOINT RESTRAINT INSTALLED

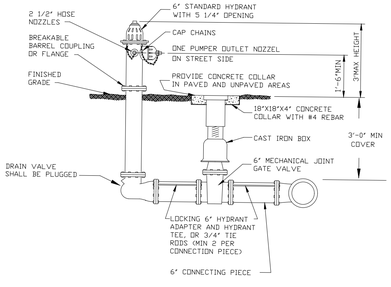
PIPE JOINT RESTRAINT DETAIL
NTS

9



TEMPORARY BYPASS

6



NOTES:
1. THE HYDRANTS ACCEPTABLE TO THE CITY OF WINTER SPRINGS SHALL BE EITHER THE CLOW # 42 MEDALION AMERICAN DARLING B84B, OR THE MUELLER A-423.
2. ENTIRE ASSEMBLY SHALL BE PAINTED SHERWIN WILLIAMS SAFETY YELLOW.
3. GRIP RING OR MEGA LUG RESTRAINTS MAY USED IN PLACE OF ALL THREAD RODS

FIRE HYDRANT ASSEMBLY

3

JOB #: 23012.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #59292

DATE: Feb. 14, 2025

NO.	DATE	REVISIONS

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

POTABLE WATER DETAILS SHEET

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 566-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29005

SHEET
C11.0

O:\23012.20\CONSTR\C11.0 POTABLE WATER DETAILS SHEET.dwg — Feb 14, 2025 — 4:19pm

TREE SWALLOW DRIVE
60' ACCESS EASEMENT
(O.R.B. 9168 PAGE 1505)

CURB INLET
RIM: 27.31'
NE INV: 19.91' (36" HP STORM)
SW INV: 19.94' (36" HP STORM)

IMARK
& DISK
S 8245"
I: 31.81'
5749.90
1112.88

CATCH BASIN
RIM: 27.96'
BOTTOM OF
STRUCTURE: 19.38'

SANITARY MANHOLE
NRE: 27.46'
NE INV: 16.71'
(6" PVC)

RIM: 22.94'
NE INV: 15.32' (36" HP STORM)
SW INV: 15.32' (36" HP STORM)

CATCH BASIN
RIM: 23.44'
NE INV: 15.37' (36" STORM)

SITE BENCHMARK
FOUND NAIL & DISK
STAMPED "TRAV PT LB 8246"
ELEVATION: 19.58'
N: 1585202.13
E: 573558.07'

10' UTILITY EASEMENT

SANITARY MANHOLE (PER AS-BUILTS PROVIDED)
NRE: 22.76'
NE INV: 18.86' (6" PVC)

29' UTILITY EASEMENT

LOT 4
4.58 AC

LOT 4

LOT 1
1.32 AC

LOT 2
0.50 AC

LOT 3
1.02 AC

APPROX. DRIPLINE
52" OAK
78.0'
52" LIVE OAK

15' UTILITY EASEMENT
(O.R.B. 7486, PG. 155)

MICHAEL BLAKE BOULEVARD (R/W VARIES)

FLORIDA TRAIL (50' R/W)

LANDS DESCRIBED IN

STATE ROAD NO. 434 - OVIEDO ROAD (R/W VARIES)

STORM MANHOLE
NRE: 35.97'
SW INV: 30.47' (18" RCP)
SE INV: 30.30' (18" RCP)

SITE BENCHMARK
FOUND 5/8" IRON & CAP

STORM MANHOLE
NRE: 38.86'

STORM MANHOLE

NORTH

SCALE: 1" = 20'
0 20 40

SITE LEGEND

- EXISTING TREE
- TREE REMOVED
- SPECIMEN TREE REMOVED
- OAK = OAK TREE
- PALM = PALM TREE
- PINE = PINE TREE
- PROPOSED LIMITS OF DISTURBANCE

TREE REMOVAL

SIZE	TREES REMOVED	CREDIT / TREE	TOTAL CREDITS
4" TO 8"	106	1	106
9" TO 11"	37	2	74
12" TO 15"	63	3	189
16" TO 24"	97	4	388
24" AND ABOVE	3	6	18
TOTAL TREES	306	TOTAL CREDITS	775

NOTE:
REFER TO LANDSCAPE PLAN, SHEET L-1, FOR PROPOSED TREE LOCATIONS. ANY DEFICIT IN TREE CREDITS WILL BE MITIGATED PER CITY OF WINTER SPRINGS LAND DEVELOPMENT CODE.

JOB #: 23012.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #68902

DATE: Feb. 14, 2025

NO	DATE	REVISIONS

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

TREE REMOVAL PLAN

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM

CERTIFICATE OF AUTHORIZATION # 29065

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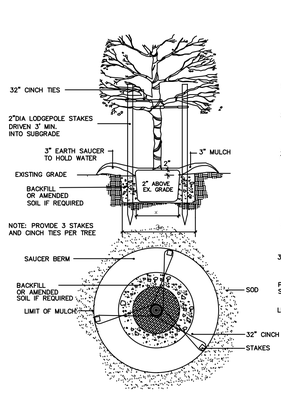
J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO. LA0000147
5821 REVELWOOD LOOP, WINTER PARK, FL. 32792
PHONE: 407-719-2124 FAX: 407-671-6904

PLANT LIST

GENERAL NOTE: CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE CITY WITH NURSERY CERTIFICATION OF PLANT MATERIAL GRADE PRIOR TO DELIVERY OF MATERIAL TO SITE. PRIOR TO INSTALLATION, CONTRACTOR SHALL SCHEDULE A PLANT MATERIAL INSPECTION WITH THE CITY INSPECTOR TO VERIFY THAT PLANTS MEET OR EXCEED THE MINIMUM SPECIFICATIONS FOR ALL PLANT MATERIALS. IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AT TIME OF PLANTING.

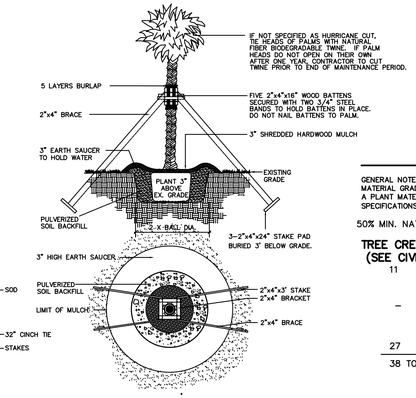
TREE CREDITS: (SEE CIVIL)	50% MIN. NATIVE (N)	QTY	LABEL	COMMON NAME (BOTANICAL NAME) SPECIFICATIONS
				TREES: (SEE LABELS)
11		11	UP	ALLEE ELM (ULMUS PARVIFOLIA 'EMER II') 5" CAL., 16' HT. MIN., FULL, 6' CT., B&B (NO SYNTHETICS), 45' OC
–	N	12	SP	CABBAGE PALM (SABAL PALMETTO) 10', 12' AND 14' CLEAR TRUNK HT. IN EACH GROUPING, STRAIGHT TRUNK
27	N	9	IC	DAHOON HOLLY (ILEX CASSINE 'NATIVA') 30 GAL. MIN., 10' HT. MIN., FULL, 4' CT, 45' OC, PLANT 3' FROM SIDEWALKS
38 TOTAL				

SOD: ST. AUGUSTINE FLORATAM (STENOTAPHRUM SECUNDATUM 'FLORATAM') SOLID SOD (SEE PLAN "SOD" LABELS). SOD SOIL MAT TO BE FLUSH WITH TOP OF ADJACENT SIDEWALKS AND BACK OF CURB. CONTRACTOR TO REPAIR OFF-SITE AREAS DISTURBED BY CONSTRUCTION ACTIVITIES.



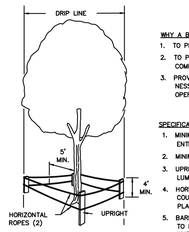
TREE PLANTING DETAIL

N.T.S.



PALM PLANTING DETAIL

N.T.S.



NOTE:
BARRIER MUST BE ERECTED PRIOR TO CONSTRUCTION

WHY A BARRIER?
1. TO PROTECT ALL ABOVE GROUND PORTIONS
2. TO PROTECT SOIL NEAR TREE FROM COMPACTION
3. PROVIDES PHYSICAL AND MENTAL AWARENESS OF TREES' PRESENCE TO EQUIPMENT OPERATORS

SPECIFICATIONS FOR WOOD BARRIER
1. MINIMUM RADIUS TO BE PROTECTED IS ENTIRE DRIPLINE
2. MINIMUM 4' IN HEIGHT
3. UPRIGHTS– THE EQUIVALENT OF 2"x4" LUMBER ON 6' MINIMUM CENTERS
4. HORIZONTAL– THE EQUIVALENT OF TWO COURSES OF 1/2" ROPING WITH YELLOW PLASTIC TAPE FLAGGING
5. BARRIERS TO BE ERECTED AROUND TREES TO REMAIN BEFORE CONSTRUCTION OR WHEN NEARBY TREES ARE REMOVED
6. BARRIERS TO REMAIN IN PLACE UNTIL ALL PAVING, CONSTRUCTION AND HEAVY EQUIPMENT IS OUT OF AREA

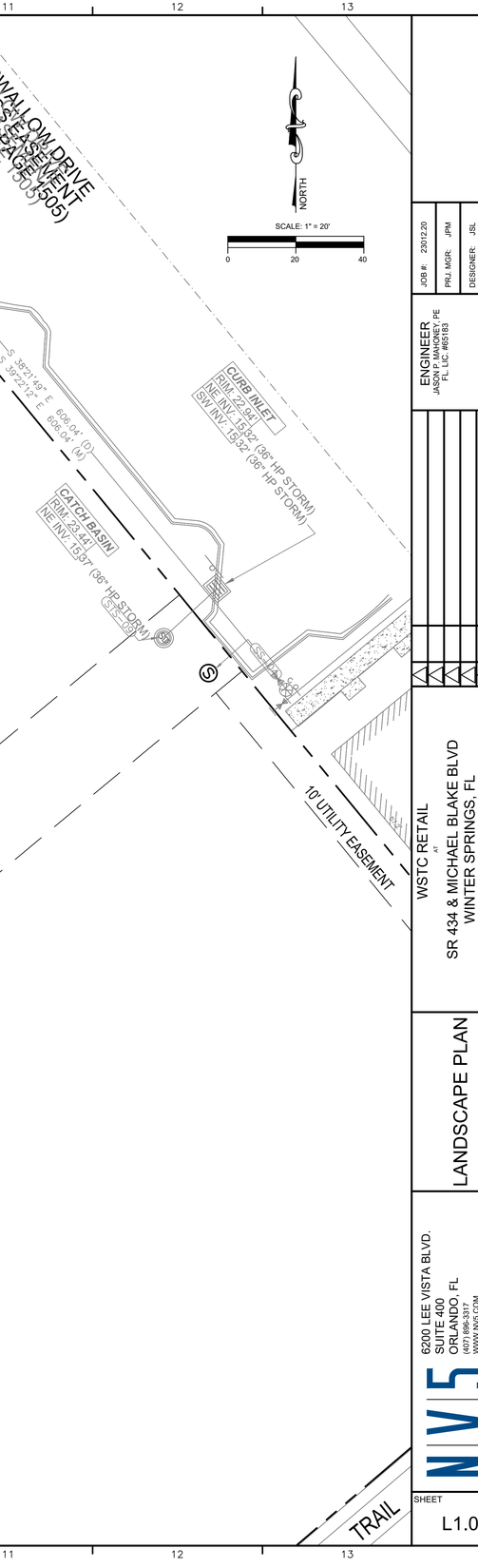
TREE PROTECTION MEASURES

LOT 4
4.58 AC

LOT 1
1.32 AC

LOT 2
0.50 AC

LOT 3
1.02 AC



NO	DATE	REVISIONS
1	2-10-25	PARALLEL PARKING AND APRONS ADDED

JOB #: 23012.20 | PRJ. MGR: JPM | DESIGNER: JSL | CHECKED: JSL

ENGINEER
JASON P. MAHONEY, PE
FL LIC. #65183

DATE: Feb. 11, 2025

WSTC RETAIL
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FL
FOR:
TUSKAWILLA RETAIL PARTNERS

LANDSCAPE PLAN

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
L1.0

Ecological Report

TUSKAWILLA
NATURAL RESOURCE AND LISTED SPECIES ASSESSMENT



Date: 08/02/2024
PN# 24-0422
PM: Andy Woodruff
11801 Research Dr.
Alachua, FL 32615
(352)331-1976

Prepared For: NV5

Submitted For Review To: Jason Mahoney

Address: 6200 Lee Vista Blvd, Suite 400
Orlando, FL 32822

CHW
AN NV5 COMPANY

TABLE OF CONTENTS

1.0 Introduction 1

2.0 Land Use and Land Cover 1

3.0 Soils 2

4.0 Listed Species 2

4.1 Methods 3

4.2 Results 3

5.0 Summary 4

6.0 References 4

Tuskawilla
Natural Resource and Listed Species Assessment

July 2024

1.0 Introduction

This report documents the results of a natural resource assessment and listed species survey conducted on July 10, 2024, by CHW, LLC an NV5 company (CHW) for Tuskawilla (Project). The Project totals approximately 8.11± acres and is composed of Seminole County Parcel 26-20-305AR-0A00-007L. The Project is located in Section 38, Township 21 South, and Range 31 East, Seminole County, Florida (Exhibit 1). The Project is primarily composed of disturbed uplands (Exhibit 2).

2.0 Land Use and Land Cover

The vegetation and land use mapping for the Project was conducted using Florida Department of Transportation 2021 color rectified aerials. Ground truthing to map the vegetative communities was conducted on July 10, 2024, utilizing the Florida Land Use, Cover and Forms Classification System (FLUCFCS) Levels III (Florida Department of Transportation 1999). AutoCAD Map 3D 2024 software was used to determine the acreage of each mapping area, produce summaries, and generate the FLUCFCS map for the Project.

A total of four vegetative associations or land uses (i.e., FLUCFCS codes) were identified on the Project (Exhibit 3). Table 1 summarizes the FLUCFCS acreages and a description of each FLUCFCS code is provided below.

Table 1. FLUCFCS Code Descriptions and Acreages

FLUCFCS Code	FLUCFCS Description	Acres ±	% of Total
438	Mixed Hardwoods	2.31	28.5
439	Other Hardwoods	0.74	9.1
740	Disturbed Land	4.59	56.6
742	Borrow Areas	0.47	5.8
	Total	**8.11**	**100.0%**

Mixed Hardwoods (FLUCFCS Code 438)

The canopy of this upland habitat type includes a variety of hardwoods including live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), water oak (*Quercus nigra*), camphor tree (*Camphora officinarum*), sweetgum (*Liquidambar styraciflua*), red bay (*Persea borbonia*), and cabbage palm (*Sabal palmetto*). The sub canopy includes sweetgum, beautyberry (*Callicarpa americana*),

camphor tree, wax myrtle (*Morella cerifera*), cabbage palm, and saw palmetto (*Serenoa repens*). The ground cover includes bracken fern (*Pteridium aquilinum*), tuberose sword fern (*Nephrolepis cordifolia*), saw palmetto, muscadine (*Vitis rotundifolia*), camphor tree, sweetgum, and red bay.

Other Hardwoods (FLUCFCS Code 439)
The canopy of this upland habitat type is primarily composed of sweetgum, and also includes cabbage palm. The subcanopy includes sweetgum, cabbage palm, and persimmon (*Diospyros virginiana*). The groundcover is primarily open, but does include sweetgum, persimmon, and witch grass (*Dichanthelium sp.*).

Disturbed Land (FLUCFCS Code 740)
This upland land use has a canopy that is primarily open, but does include live oak, cabbage palm, and chinaberry (*Melia azedarach*). The sub canopy includes chinaberry, cabbage palm, popcorn tree (*Triadica sebifera*), saltbush (*Baccharis halimifolia*), wax myrtle, and lantana (*Lantana strigocamara*). The groundcover includes bahiagrass (*Paspalum notatum*), ragweed (*Ambrosia artemisiifolia*), cogongrass (*Imperata cylindrica*), Ohio spiderwort (*Tradescantia ohiensis*), ceasarweed (*Urena lobata*), dog fennel (*Eupatorium capillifolium*), muscadine, and creeping oxeye (*Sphagneticola trilobata*).

Borrow Areas (FLUCFCS Code 742)
This upland land use has a canopy that is open. The sub canopy includes scattered saltbush and Carolina willow (*Salix caroliniana*). The ground cover includes bahiagrass, and cogon grass.

3.0 Soils

The Natural Resources Conservation Service (NRCS) soils map describes two soil types as occurring on the Project site (Exhibit 4). Table 3 summarizes the Project's mapped soil units and their hydric ratings. There are no hydric soil types mapped on the Project. Mapped soil types are consistent with upland communities identified on the Project site.

Table 3. Summary of Soils on the Project Site

Map Unit	Soil Description	Hydric Rating
27	Pomello fine sand, 0 to 5 percent slopes	No
29	St. Johns and EauGallie fine sands	No

4.0 Listed Species

A literature review and field survey were conducted to determine if the Project site was being utilized by state or federally listed species as identified by the Florida Fish and Wildlife Conservation Commission (FWCC) and the U.S. Fish and Wildlife Service (USFWS). Field survey included plant species listed by the Florida Department of Agriculture and Consumer

Services (FDACS) and wildlife species listed by the FWCC and USFWS as endangered, threatened, species of special concern, or commercially exploited.

4.1 Methods

A literature review involved an examination of available information on listed species that could potentially be located on, or in the vicinity, of the Project. The literature sources reviewed included the FWCC's Florida's Endangered and Threatened Species (2022); Florida Atlas of Breeding Sites for Herons and Their Allies (Runde et al. 1991); National Bald Eagle Management Guidelines (USFWS 2007); the Audubon Eagle Watch database of bald eagle (*Haliaeetus leucocephalus*) nest locations; and database information from the USFWS and the FWCC.

A field survey was conducted on July 10, 2024, during daylight hours by qualified ecologists walking parallel belt transects across the Project site. Transects were spaced at approximately 50-foot intervals to ensure that sufficient visual coverage of ground and flora were obtained. At regular intervals, the ecologists stopped, remained quiet, and listened for wildlife vocalizations. The survey was conducted with the aid of 8x power binoculars. Weather conditions in the pedestrian transects during the survey had temperatures in the mid-90s, clear skies, and no precipitation.

4.2 Results

According to the Audubon Eagle Watch and FWCC databases, the closest bald eagle nest (SE-96a) was reported as located approximately 370 feet west of the Project (Exhibit 6). This nest was last reported in 2024 as "destroyed". The primary nest for this pair (SE-96) is located approximately 1,100 feet north of the Project and is outside of the FWCC and the USFWS recommended 660-foot buffer protection zone for active and alternate bald eagle nests. In 2023 Audubon Eagle Watch documented SE-96 as inactive and as "unknown" in 2024. CHW Ecologists were unable to observe any eagle nesting activity within 660-feet of the Project that may have been visible from public spaces. The bald eagle was delisted under the federal Endangered Species Act in 2007, but it is still protected under the Bald and Golden Eagle Protection Act.

The Florida Atlas of Breeding Sites for Herons and Their Allies (Runde et al. 1991) and the FWCC database were referenced for the locations of breeding colonies for both listed and non-listed wading birds including, but not limited to, snowy egret (*Egretta thula*), roseate spoonbill (*Ajaia ajaja*), little blue heron (*Egretta caerulea*), and tri-colored heron (*Egretta tricolor*). The FWCC information is current through 1999. According to these sources, a rookery exists approximately 2.3 miles northwest of the Project (Exhibit 6) which is beyond the FWCC recommended 250-foot buffer.

The Project lies within the USFWS Consultation Area for the Florida scrub jay (Exhibit 6). No Florida scrub jays were observed on the project site. No scrub habitat or scrub oaks that are generally associated with Florida scrub jays were observed on, or in the vicinity of the Project site. Florida scrub jays are listed as "Federally Threatened".

The Project lies within the USFWS Consultation Area for the Everglades snail kite (ESK) (Exhibit 7). The Project site does not contain herbaceous wetlands or other surface water habitats that ESK's utilize for nesting or foraging, therefore no Project related impacts to this species are anticipated. No ESK's were observed on the Project. The ESK is listed as "Federally Endangered".

The Project lies within the USFWS Consultation Area for the West Indian manatee (Exhibit 8). The Project site does not contain wetlands or other surface water habitats, therefore no impacts to this species are anticipated. The West Indian manatee is listed as "Federally Threatened".

During the field survey no listed species were observed on the Project site.

5.0 Summary

On July 10, 2024, CHW ecologists conducted habitat mapping and a survey for threatened and endangered species on the Project site. The Project primarily consists of disturbed uplands. No wetlands or OSW's exist on the Project site. The Project lies within the USFWS consultation areas for the Florida scrub jay, the Everglades snail kite, and the West Indian manatee. Database information from the USFWS and FWC revealed that the Project site has no documented occurrences of any listed species. No listed species were observed on the project site and habitat conditions are not conducive to supporting threatened or endangered species presence.

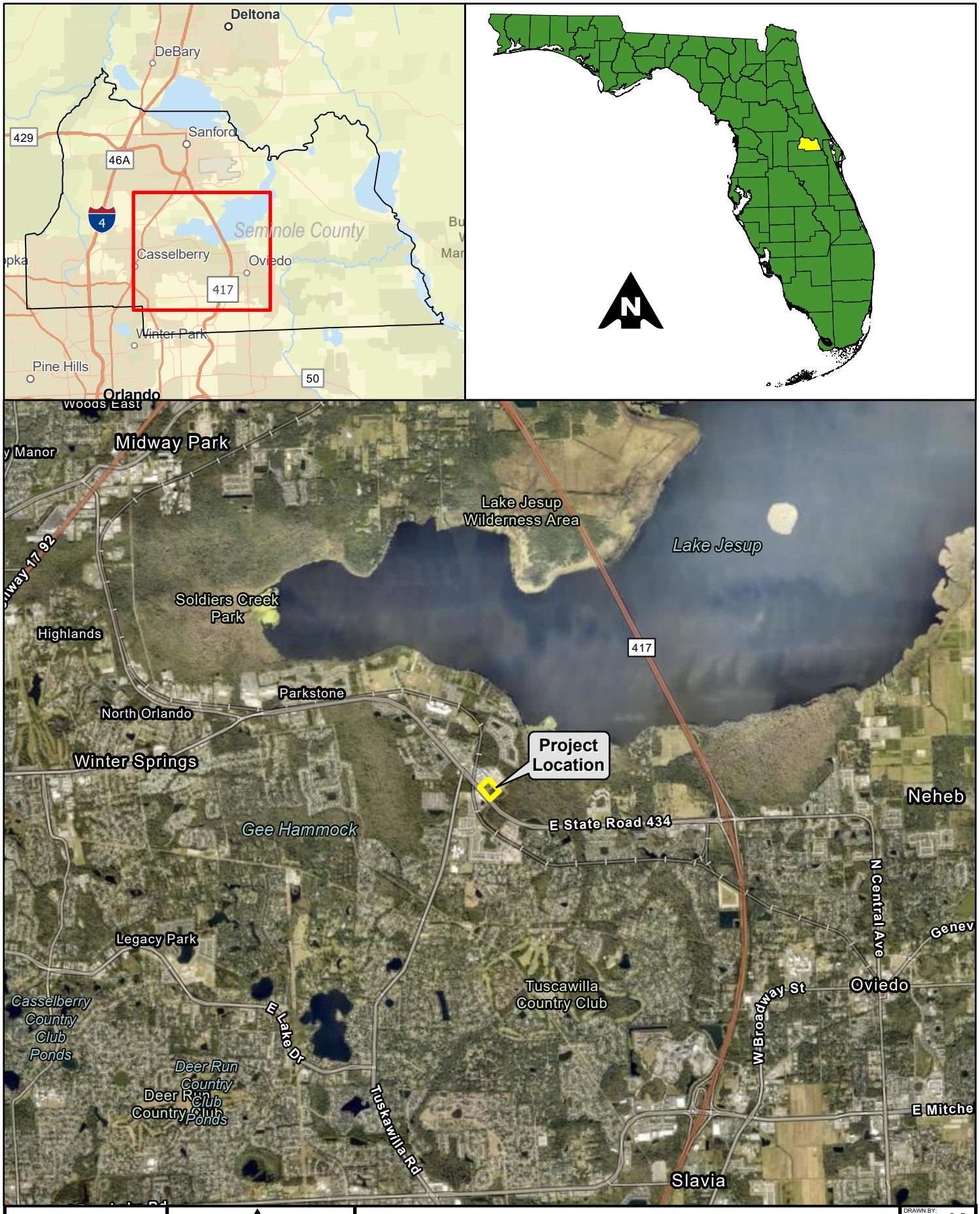
6.0 References

Florida Fish and Wildlife Conservation Commission. 2022. Florida's Endangered and Threatened Species. Official Lists, Bureau of Non-Game Wildlife, Division of Wildlife.

Runde, D.E., J.A. Gore, J.A. Hovis, M.S. Robson, and P.D. Southall. 1991. Florida Atlas of Breeding Sites for Herons and Their Allies, Update 1986 - 1989. Nongame Wildlife Program Technical Report No. 10. Florida Game and Fresh Water Fish Commission, Tallahassee, Florida. E6-5

U.S. Fish and Wildlife Service. 2007. National Bald Eagle Management Guidelines.

Exhibit 1
Project Location Map



CHW
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0 0.5 1
Miles

Project Location Map
Tuskawilla

DRAWN BY:	D.B.
DRAWING DATE:	7/08/24
REVIEWED BY:	A.W.
EXHIBIT NUMBER:	1

Exhibit 2

Aerial with Boundary



NOTES:

Aerial photographs provided by the Florida Department of Transportation and were flown in 2021.

Property per CHW-Inc. drawing number 24-0422.01 BOUNDARY TOPO TREE.dwg accessed on July 8, 2024 and aerial interpreted.

Legend

Project Location

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www.chw-inc.com

0 25 50 100
Feet

Aerial With Boundary
Tuskawilla

DRAWN BY: D.B.
DRAWING DATE: 7/8/24
REVIEWED BY: A.W.
EXHIBIT NUMBER: 2

Document Path: N:\2024\24-0422\Admin & Information\07_Maps\Projects\Environmental Assessment\Environmental Assessment.aprx Prepared by: DB Date: 7/11/2024

Exhibit 3

Aerial with FLUCFCS



NOTES:

PROPERTY BOUNDARY PER CHW-INC. DRAWING NUMBER 24-0422.01 BOUNDARY TOPO TREE.DWG ACCESSED ON JULY 8, 2024 AND AERIAL INTERPRETED.

AERIAL PHOTOGRAPHS PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND WERE FLOWN IN DECEMBER 2021.

FLUCFCS PER FLORIDA LAND USE, COVER, AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

FLUCFCS CODES	DESCRIPTIONS	ACREAGE	% OF TOTAL
438	MIXED HARDWOODS	2.31 Ac.±	28.5%
439	OTHER HARDWOODS	0.74 Ac.±	9.1%
740	DISTURBED LAND	4.59 Ac.±	56.6%
742	BORROW AREAS	0.47 Ac.±	5.8%
	TOTAL	**8.11 Ac.±**	**100.0%**

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N

0 60 120 Feet

Aerial with FLUCFCS Map

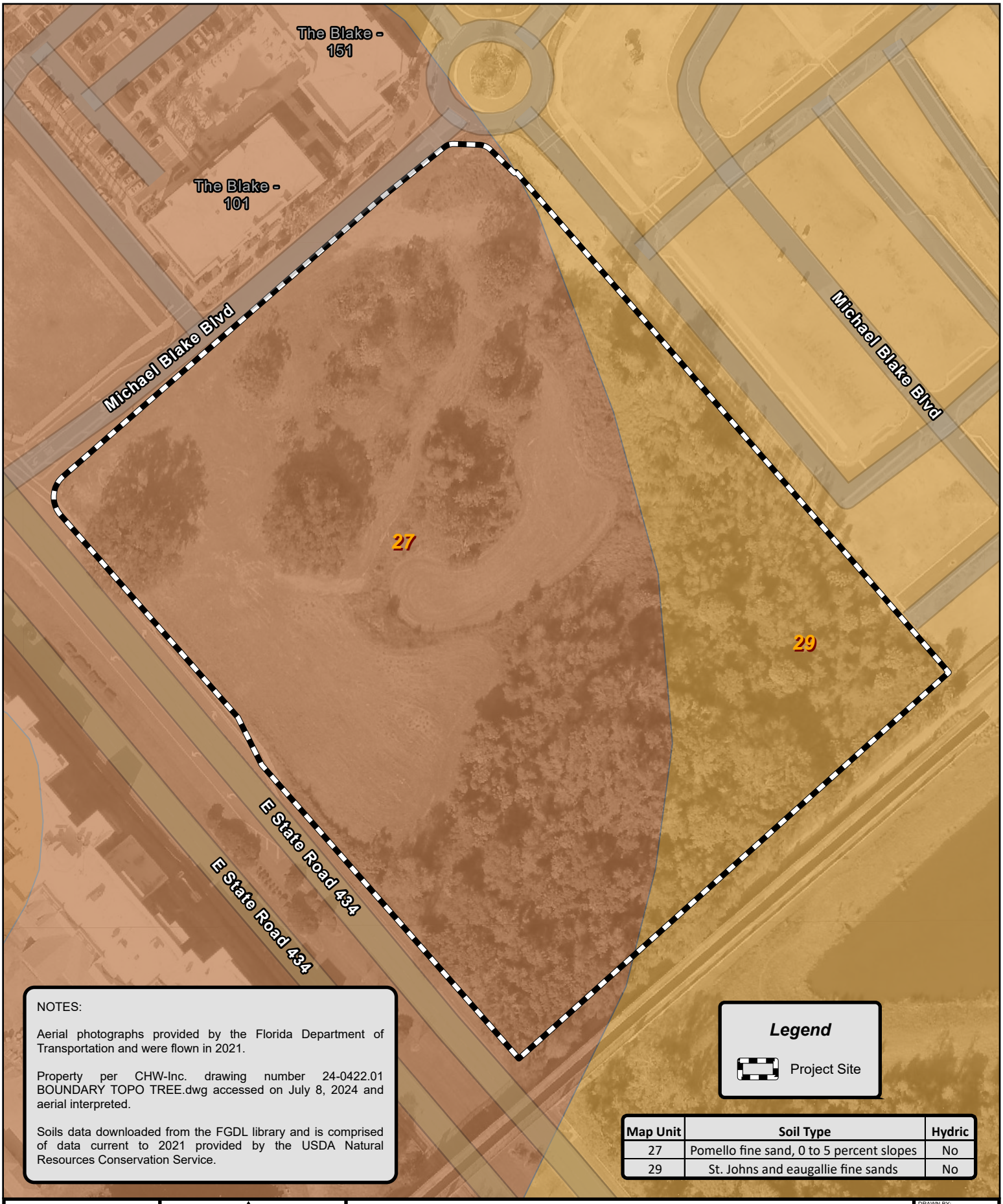
Tuskawilla

DRAWN BY: D.B.
DRAWING DATE: 7/17/24
REVISED:
EXHIBIT NUMBER: 3

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Exhibit 4

Soils Map



NOTES:

Aerial photographs provided by the Florida Department of Transportation and were flown in 2021.

Property per CHW-Inc. drawing number 24-0422.01 BOUNDARY TOPO TREE.dwg accessed on July 8, 2024 and aerial interpreted.

Soils data downloaded from the FGDL library and is comprised of data current to 2021 provided by the USDA Natural Resources Conservation Service.

Legend

Project Site

Map Unit	Soil Type	Hydric
27	Pomello fine sand, 0 to 5 percent slopes	No
29	St. Johns and eaugallie fine sands	No

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N

0 25 50 100
Feet

Soils Map
Tuskawilla

DRAWN BY: D.B.
DRAWING DATE: 7/08/24
REVIEWED BY: A.W.
EXHIBIT NUMBER: 4

Document Path: N:\2024\24-0422\Admin & Information\07_Maps\Projects\Environmental Assessment\Environmental Assessment.aprx Prepared by: DB Date: 7/8/2024

Exhibit 5

Documented Occurrences of Listed Species



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0 1,500 3,000
Feet

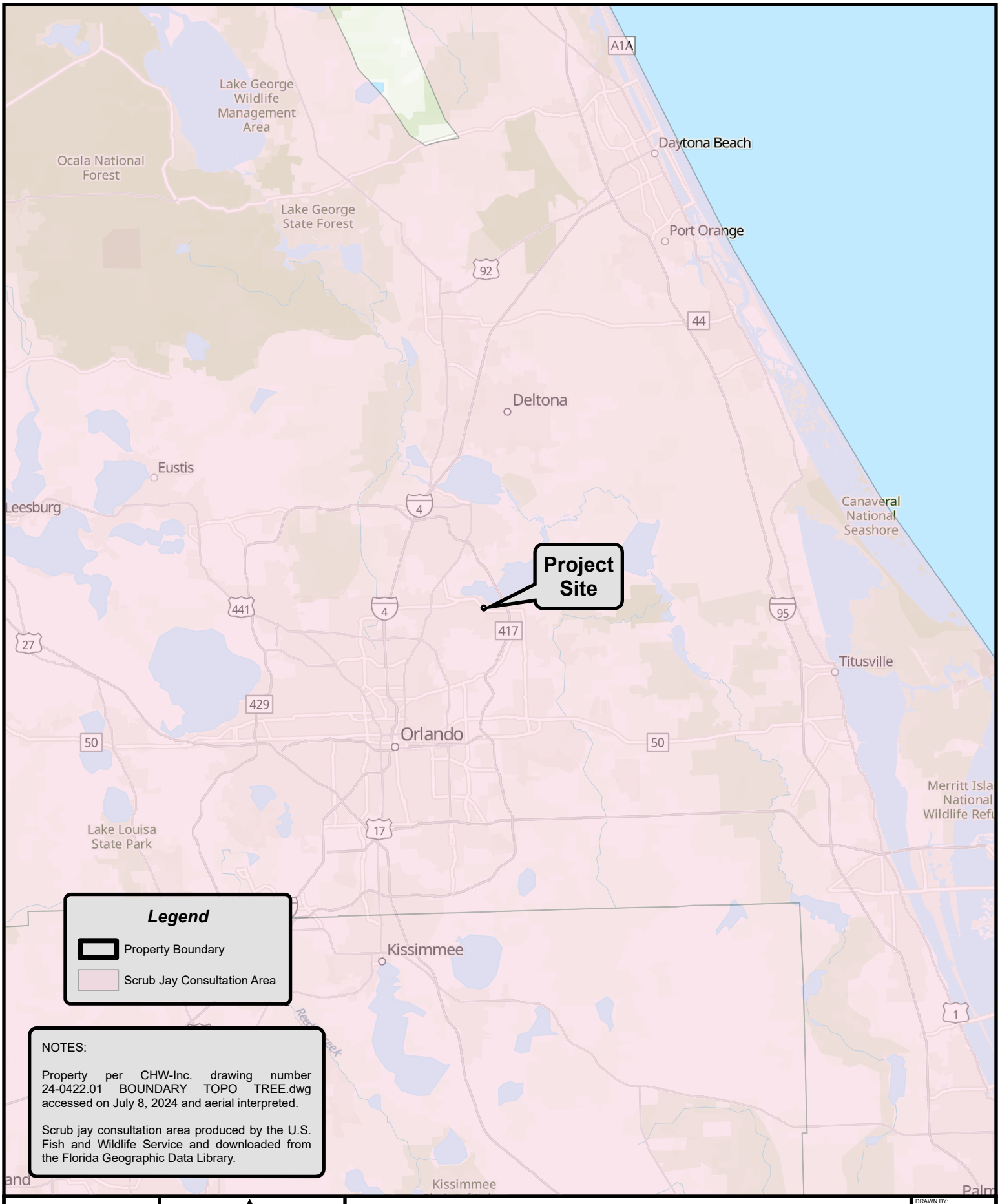
Documented Occurrences of Listed Species
Tuskawilla

DRAWN BY: D.B.
DRAWING DATE: 7/08/24
REVIEWED BY: A.W.
EXHIBIT NUMBER: 5

Document Path: N:\2024\24-0422\Admin & Information\07_Maps\Projects\Environmental Assessment\Environmental Assessment.aprx Prepared by: DB Date: 7/8/2024

Exhibit 6

Scrub Jay Consultation Area



NOTES:

Property per CHW-Inc. drawing number 24-0422.01 BOUNDARY TOPO TREE.dwg accessed on July 8, 2024 and aerial interpreted.

Scrub jay consultation area produced by the U.S. Fish and Wildlife Service and downloaded from the Florida Geographic Data Library.

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N
0 5 10
Miles

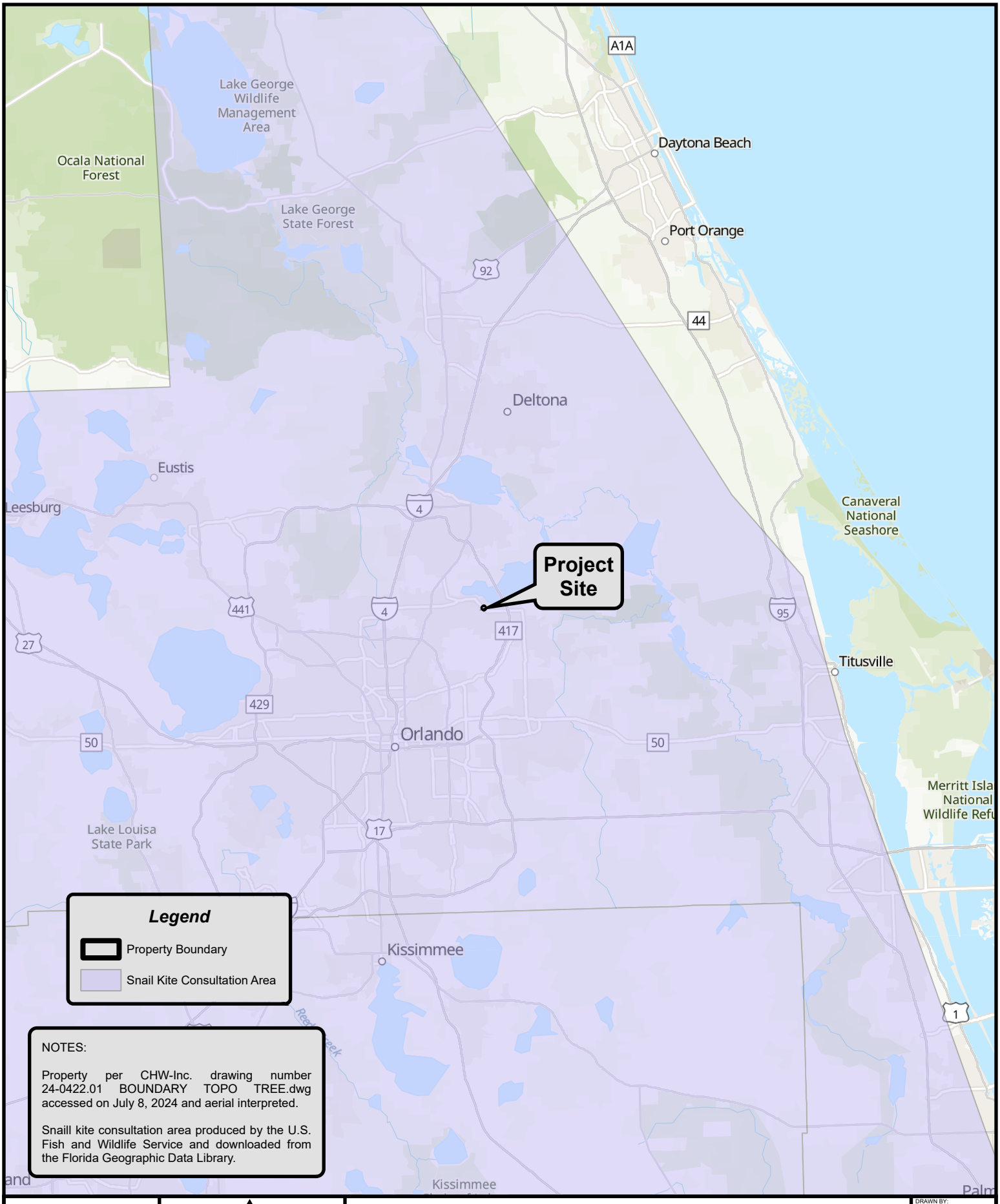
Scrub Jay Consultation Area Map
Tuskawilla

DRAWN BY: D.B.
DRAWING DATE: 07/08/24
REVIEWED BY: A.W.
EXHIBIT NUMBER: 6

Document Path: N:\2024\24-0422\Admin & Information\07_Maps\Projects\Environmental Assessment\Environmental Assessment.aprx Prepared by: DB Date: 7/8/2024

Exhibit 7

Snail Kite Consultation Area



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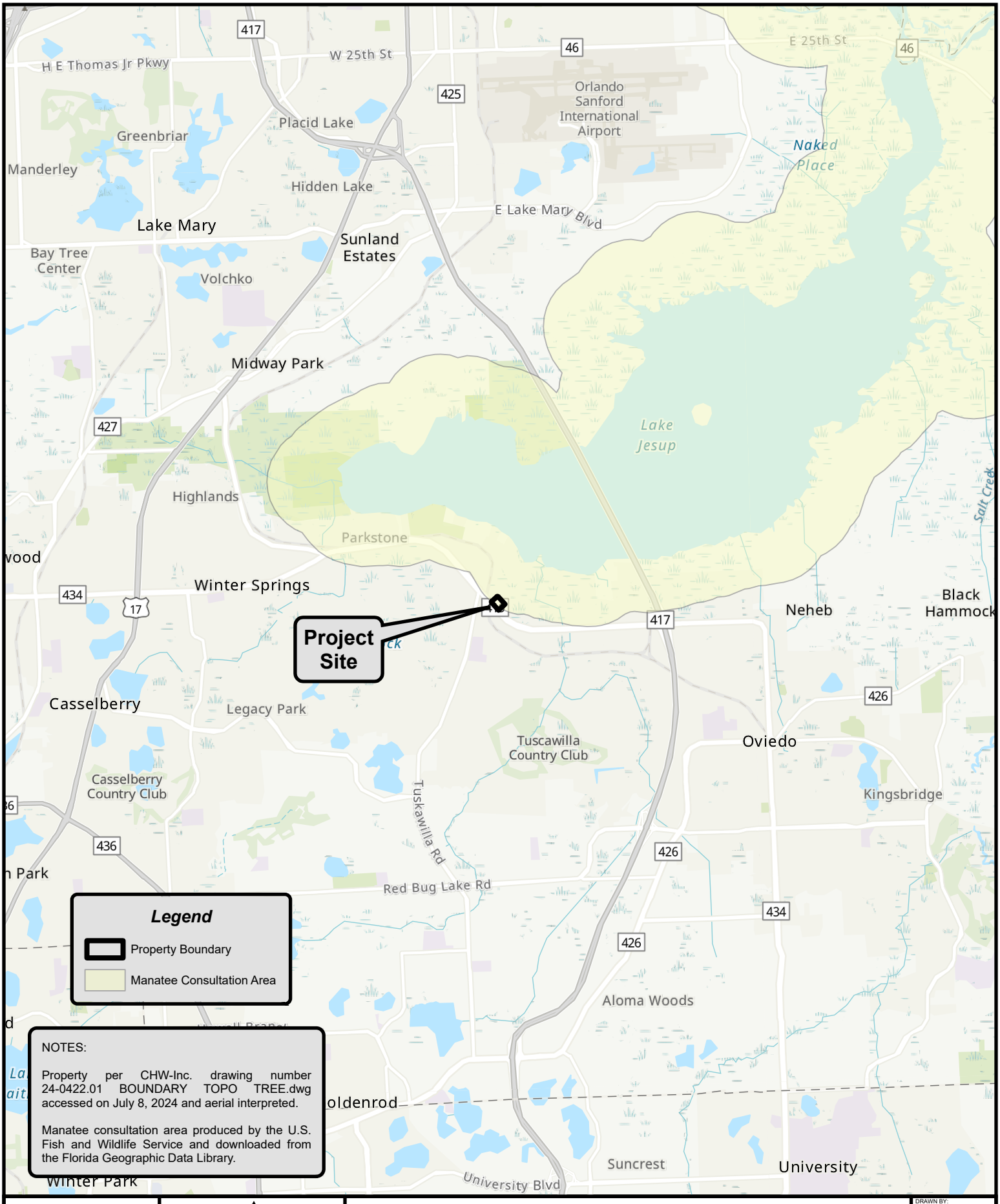
Snail Kite Consultation Area Map
Tuskawilla

DRAWN BY: D.B.
DRAWING DATE: 07/08/24
REVIEWED BY: A.W.
EXHIBIT NUMBER: 7

Document Path: N:\2024\24-0422\Admin & Information\07_Maps\Projects\Environmental Assessment\Environmental Assessment.aprx Prepared by: DB Date: 7/8/2024

Exhibit 8

Manatee Consultation Area



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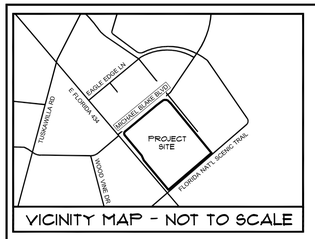
Manatee Consultation Area Map
Tuskawilla

DRAWN BY: D.B.
DRAWING DATE: 07/08/24
REVIEWED BY: A.W.
EXHIBIT NUMBER: 8

Document Path: N:\2024\24-0422\Admin & Information\07_Maps\Projects\Environmental Assessment\Environmental Assessment.aprx Prepared by: DB Date: 7/29/2024

BLAKE COMMONS

A REPLAT OF A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, PLAT BOOK 1, PAGE 5, LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA



VICINITY MAP - NOT TO SCALE

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 24°10'06" W	48.66'
L2	S 85°17'55" E	22.68'
L3	S 43°04'36" E	31.18'
L4	N 51°24'49" E	1.88'
L5	N 51°38'11" E	10.00'

CURVE DATA TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.27'	25.00'	90°00'00"	35.36'	N 6°16'44" E
C2	10.76'	15.00'	41°04'59"	10.53'	N 74°09'35" E
C3	11.05'	15.00'	42°13'19"	10.81'	S 64°11'16" E

LEGAL DESCRIPTION:

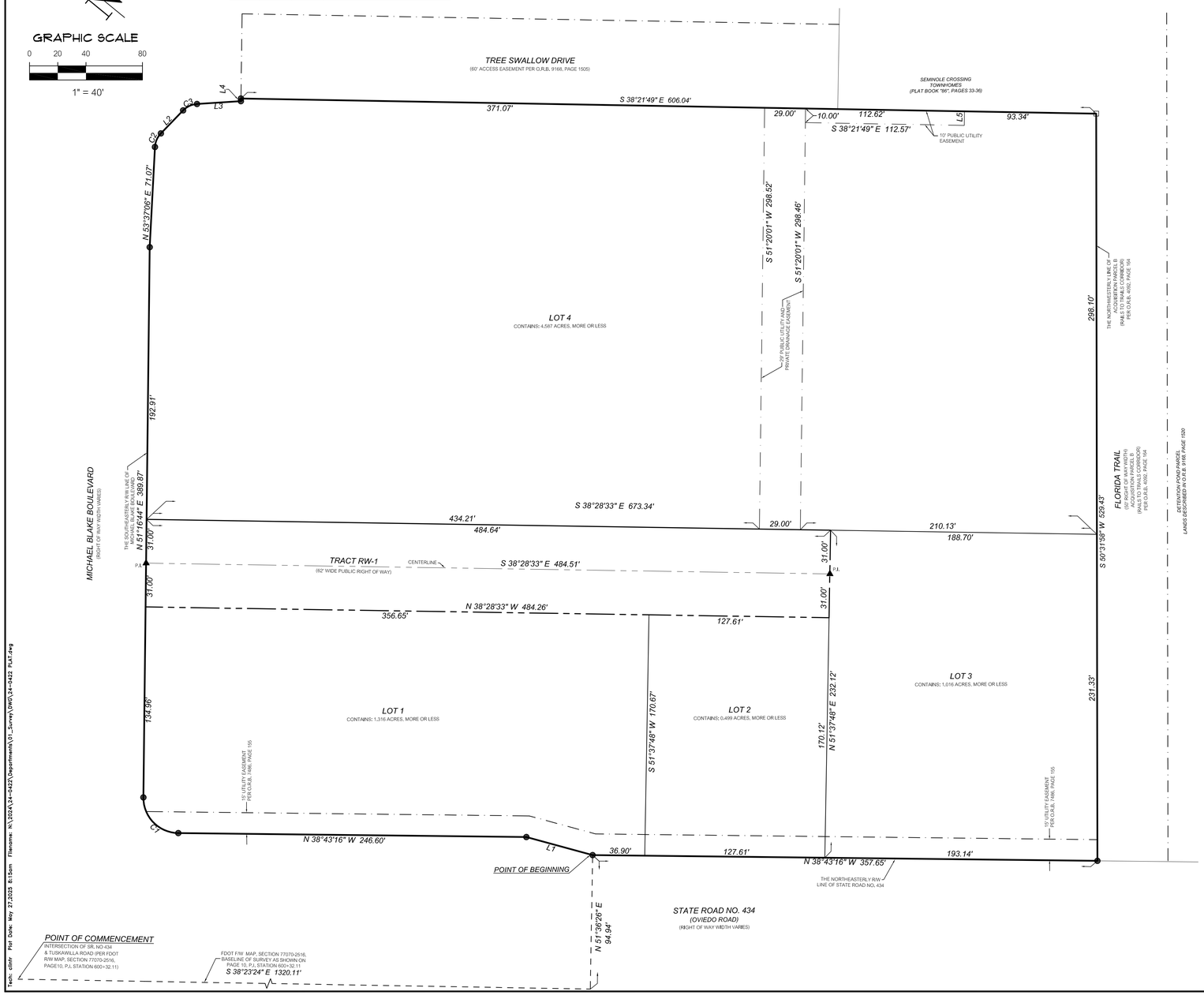
A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP FOR THE POINT OF BEGINNING, SAID POINT ALSO LYING UPON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 7486, PAGE 138, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, FOR A POINT OF BEGINNING; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: RUN N24°10'06"W A DISTANCE OF 48.66 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 246.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; AND A CHORD BEARING OF N06°16'44"E, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN N51°16'44"E A DISTANCE OF 389.87 FEET; THENCE RUN N53°37'06"E A DISTANCE OF 71.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF N74°09'35"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°04'59" A DISTANCE OF 10.76 FEET TO THE POINT OF TANGENCY; THENCE RUN S85°17'55"E A DISTANCE OF 22.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S64°11'16"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'19" A DISTANCE OF 11.05 FEET TO THE POINT OF TANGENCY; THENCE RUN S43°04'36"E A DISTANCE OF 31.18 FEET; THENCE RUN N51°24'49"E A DISTANCE OF 1.88 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S38°21'49"E A DISTANCE OF 606.04 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE RUN S50°31 58"W ALONG SAID NORTHWESTERLY BOUNDARY LINE A DISTANCE OF 529.43 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 357.65 FEET TO THE POINT OF BEGINNING.

GRAPHIC SCALE

0 20 40 80

1" = 40'



Tech: dlehr Plot Date: May 27,2025 8:15am Filename: N:\2024\24-0422\Department\01_Survey\DWG\24-0422 PLAT.dwg

NV5
2100 SE 17th Street, Unit 802
Ocala, Florida 34471
(352) 414-4621
www.chw-inc.com
est. 1988 FLORIDA CA-5075

PLAT BOOK__,PAGE __
SHEET ONE OF ONE

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 434, WITH A BEARING OF NORTH 38°43'16" WEST, ASSUMED.

2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES: PROVIDED HOWEVER, THAT NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES: PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO FLORIDA STATUES SECTION 177.091(29). SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE, AS ADOPTED.

3. LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF LOTS IN COMPLIANCE WITH CHAPTER 177.091 (9) FLORIDA STATUES.

4. THE FOLLOWING BUILDING SETBACK LINES SHALL BE APPLICABLE TO PRINCIPAL BUILDINGS CONSTRUCTED ON LOTS 1, 2, 3, AND 4.:

FRONT SETBACK: 25' FEET MINIMUM / 50' MAXIMUM
REAR SETBACK: 15' FEET MINIMUM
SIDE SETBACK: 5' MINIMUM / 100' MAXIMUM

5. THE PROPERTY IN THIS PLAT IS SUBJECT TO THE FOLLOWING: EASEMENT RIGHTS ARISING UNDER THAT CERTAIN EASEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS H, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1505, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

THE PROPERTY IN THIS PLAT IS SUBJECT TO THE FOLLOWING: EASEMENT RIGHTS ARISING UNDER THAT CERTAIN DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1520, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

6. TRACT RW-1 IS A PUBLIC RIGHT OF WAY AND IS HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE CITY OF WINTER SPRINGS.

7. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA F.I.R.M. PANEL NO. 160 OF 330, COMMUNITY PANEL NO. 120295 0160 F, EFFECTIVE DATE: SEPTEMBER 28, 2007.

8. THE PROPERTY IN THIS PLAT IS SUBJECT TO THE DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS AS RECORDED IN THE OFFICIAL RECORDS OF SEMINOLE COUNTY, FLORIDA, BOOK 8871, PAGE 98, AS AMENDED BY THE FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED IN THE OFFICIAL RECORDS OF SEMINOLE COUNTY, FLORIDA, BOOK 8964, PAGE 1579 AND AS AFFECTED BY WAIVER AND RELEASE OF USE RESTRICTION AND CONSENT TO FUTURE AMENDMENT RECORDED IN THE OFFICIAL RECORDS OF SEMINOLE COUNTY, FLORIDA, BOOK 10660, PAGE 912, AND ANY SUPPLEMENT AND/OR AMENDMENT THERETO. ALL DRAINAGE SYSTEMS AND FACILITIES CONSTRUCTED TO SERVE THE PROPERTY IN THIS PLAT SHALL BE PRIVATELY MAINTAINED. THE MAINTENANCE OF PRIVATE DRAINAGE FACILITIES IN TRACT RW-1 SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF RIGHT OF WAY PERMIT #_____, ISSUED BY THE CITY OF WINTER SPRINGS.

THE CITY OF WINTER SPRINGS SHALL HAVE THE RIGHT TO DISCHARGE SURFACE STORMWATER DRAINAGE AND RUNOFF FROM CITY PROPERTY THROUGH THE PRIVATE DRAINAGE FACILITIES CONSTRUCTED ON ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT. CITY OF WINTER SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, THE PRIVATE DRAINAGE FACILITIES LOCATED IN TRACT RW-1 AND ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF THE CITY OF WINTER SPRINGS FOR SAID PURPOSE OVER SAID DRAINAGE EASEMENTS SHOWN ON THIS PLAT, TO THE EXTENT THAT THE CITY OPTS TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT AND THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, THE FREQUENCY, QUALITY, OR EXTENT OF SUCH MAINTENANCE, REPAIR, REPLACEMENT, AND CARE WILL BE SUBJECT TO THE CITY'S DISCRETION.

9. THE PROPERTY IN THIS PLAT IS SUBJECT TO THE AMENDED DEVELOPMENT AGREEMENT, RECORDED IN THE OFFICIAL RECORDS OF SEMINOLE COUNTY, FLORIDA, BOOK _____, PAGE _____. THE PROPERTY IN THIS PLAT IS ALSO SUBJECT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTER SPRINGS, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, AND WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, RECORDED APRIL 9, 2015 IN OFFICIAL RECORDS BOOK 8446, PAGE 1131, TOGETHER WITH FIRST MODIFICATION OF DEVELOPMENT AGREEMENT RECORDED JANUARY 31, 2017 IN OFFICIAL RECORDS BOOK 8852, PAGE 1719, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

10. A PUBLIC PEDESTRIAN ACCESS EASEMENT IS HEREBY DEDICATED TO THE PUBLIC OVER ALL PRIVATE SIDEWALKS LOCATED ON THE LOTS HEREIN. SUCH SIDEWALKS SHALL BE MAINTAINED BE EACH LOT OWNER

LEGEND:

● = SET 5/8" STEEL REBAR AND CAP MARKED "PRM LB 5075"
▲ = SET NAIL AND DISK STAMPED "CHW PCP LB 5075"
⊡ = FOUND 4"X4" CONCRETE MONUMENT STAMPED "PRM LB 4475"
O.R.B. = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
P.I. = POINT OF INTERSECTION

NOTICE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

BLAKE COMMONS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE GRANTOR, TUSKAWILLA RETAIL PARTNERS II, LLC, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREIN HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES TO THE PERPETUAL USE OF THE PUBLIC AND TO THE CITY OF WINTER SPRINGS, FLORIDA, ALL EASEMENTS SPECIFICALLY DESIGNATED HEREON AND IN THE PLAT NOTES AS PUBLIC, THE OWNER FURTHER HEREBY DEDICATES TO THE PUBLIC TRACT RW-1.

IN WITNESS WHEREOF, THE ABOVE NAMED TUSKAWILLA RETAIL PARTNERS II, LLC, HAS CAUSE THESE PRESENTS TO BE SIGNED BY ITS MANAGING MEMBER ON THIS _____ DAY OF _____, 2025.

WITNESSES:

1. _____
SIGNATURE

1. _____
PRINTED NAME

2. _____
SIGNATURE

2. _____
PRINTED NAME

OWNER:
TUSKAWILLA RETAIL PARTNERS II, LLC

_____
BY: MANAGING MEMBER OF
TUSKAWILLA RETAIL PARTNERS II, LLC

STATE OF FLORIDA, COUNTY OF _____.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BY EITHER [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, BEFORE ME THIS _____ DAY OF _____, 2025 BY MARK MECHLOWITZ, AS MANAGING MEMBER, OF THE ABOVE LLC, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID (DID NOT) TAKE AN OATH.

SIGNATURE OF ACKNOWLEDGER _____

PRINTED NAME OF ACKNOWLEDGER _____

TITLE _____

MY COMMISSION EXPIRES _____

(SEAL OR STAMP)

CITY SURVEYOR'S CERTIFICATE

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN SUBSTANTIAL CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

_____ _____ _____
SIGNATURE DATE REGISTRATION NO.

_____
PRINTED NAME
CITY SURVEYOR FOR THE CITY OF WINTER SPRINGS, FLORIDA

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY, THAT THE FOREGOING PLAT WAS RECORDED IN SEMINOLE COUNTY OFFICIAL RECORDS ON _____, FILE NO: _____.

ATTEST: _____ DATE: _____
CLERK OF THE CIRCUIT COURT, GRANT MALOY
IN AND FOR SEMINOLE COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY OF WINTER SPRINGS, FLORIDA.

_____ _____
SIGNATURE PRINTED NAME

ATTEST: _____

BY: _____

CERTIFICATE OF SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS AND ON JANUARY 16, 2023, THE SURVEY OF THE LANDS WERE COMPLETED AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A CORRECT PRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS SHOWN AS REQUIRED IN CHAPTER 177, PART 1, PLATTING, OF FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA.

_____ _____
DATE

CLINTON N. RICKNER, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7409

NV5, INC.
2100 SE 17TH STREET, UNIT 802
OCALA, FLORIDA 34471
LICENSED BUSINESS NO. 8246

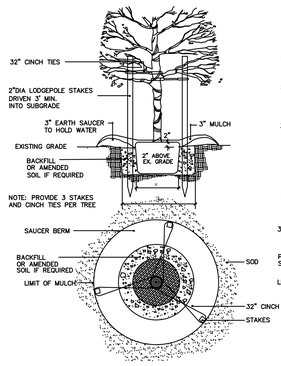
J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO. LA0001476
5821 REVELWOOD LOOP, WINTER PARK, FL. 32792
PHONE: 407-719-2124 FAX: 407-671-6904

PLANT LIST

GENERAL NOTE: CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE CITY WITH NURSERY CERTIFICATION OF PLANT MATERIAL GRADE PRIOR TO DELIVERY OF MATERIAL TO SITE. PRIOR TO INSTALLATION, CONTRACTOR SHALL SCHEDULE A PLANT MATERIAL INSPECTION WITH THE CITY INSPECTOR TO VERIFY THAT PLANTS MEET OR EXCEED THE MINIMUM SPECIFICATIONS FOR ALL PLANT MATERIALS. IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AT TIME OF PLANTING.

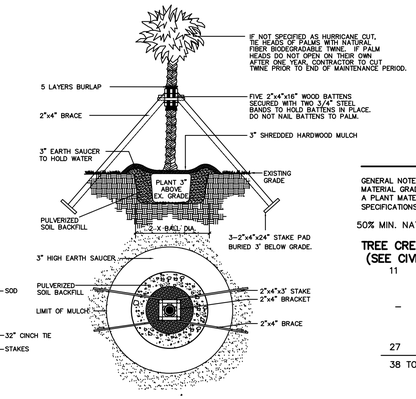
TREE CREDITS: (SEE CIVIL)	50% MIN. NATIVE (N)	QTY	LABEL	COMMON NAME (BOTANICAL NAME) SPECIFICATIONS
				TREES: (SEE LABELS)
11		11	UP	ALLEE ELM (ULMUS PARVIFOLIA 'EMER II') 5" CAL., 16' HT. MIN., FULL, 6' CT., B&B (NO SYNTHETICS), 45' OC
–	N	12	SP	CABBAGE PALM (SABAL PALMETTO) 10', 12' AND 14' CLEAR TRUNK HT. IN EACH GROUPING, STRAIGHT TRUNK
27	N	9	IC	DAHOON HOLLY (ILEX CASSINE 'NATIVA') 30 GAL. MIN., 10' HT. MIN., FULL, 4' CT, 45' OC, PLANT 3' FROM SIDEWALKS
38 TOTAL				

SOD: ST. AUGUSTINE FLORATAM (STENOTAPHRUM SECUNDATUM 'FLORATAM') SOLID SOD (SEE PLAN "SOD" LABELS). SOD SOIL MAT TO BE FLUSH WITH TOP OF ADJACENT SIDEWALKS AND BACK OF CURB. CONTRACTOR TO REPAIR OFF-SITE AREAS DISTURBED BY CONSTRUCTION ACTIVITIES.



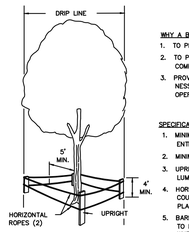
TREE PLANTING DETAIL

N.T.S.



PALM PLANTING DETAIL

N.T.S.



NOTE:
BARRIER MUST BE ERECTED PRIOR TO CONSTRUCTION

WHY A BARRIER?
1. TO PROTECT ALL ABOVE GROUND PORTIONS
2. TO PROTECT SOIL NEAR TREE FROM COMPACTION
3. PROVIDES PHYSICAL AND MENTAL AWARENESS OF TREES' PRESENCE TO EQUIPMENT OPERATORS

SPECIFICATIONS FOR WOOD BARRIER
1. MINIMUM RADIUS TO BE PROTECTED IS ENTIRE DRIPLINE
2. MINIMUM 4' IN HEIGHT
3. UPRIGHTS– THE EQUIVALENT OF 2"x4" LUMBER ON 6' MINIMUM CENTERS
4. HORIZONTAL– THE EQUIVALENT OF TWO COURSES OF 1/2" ROPING WITH YELLOW PLASTIC TAPE FLAGGING
5. BARRIERS TO BE ERECTED AROUND TREES TO REMAIN BEFORE CONSTRUCTION OR WHEN NEARBY TREES ARE REMOVED
6. BARRIERS TO REMAIN IN PLACE UNTIL ALL PAVING, CONSTRUCTION AND HEAVY EQUIPMENT IS OUT OF AREA

TREE PROTECTION MEASURES

LOT 4
4.58 AC

LOT 1
1.32 AC

LOT 2
0.50 AC

LOT 3
1.02 AC

MICHAEL BLAKE BOULEVARD

SEA HAWK COVE - 62' ROW

STATE ROAD NO. 434

60' RIGHT-OF-WAY (O.R.B. 5168 PAGE 5003)

TRUE ACCESS SMALLOW DRIVE 22' PAVEMENT (O.R.B. 5168 PAGE 4505)

CURB INLET
RIM: 229.94'
INV: 219.52' (36" HP STORM)
SW INV: 219.52' (36" HP STORM)

CATCH BASIN
RIM: 233.44'
NE INV: 219.57' (36" HP STORM)

S 39°21'49" E 608.04' (D)
S 39°22'12" E 608.04' (M)

10' UTILITY EASEMENT

29' UTILITY EASEMENT

DRAKE ELM (45' SPACING)
CABBAGE PALM (10' SPACING)
CASSINE HOLLY (45' SPACING)

SOD
IRRIGATION POC
SS-01
SS-02
SS-03
SS-04
SS-05
SS-06
SS-07

N 39°21'49" W 594.94' (D)

NORTH
SCALE: 1" = 20'
0 20 40

Digitally signed by JOHN S LIBERTY
Date: 2025.02.11 12:16:16 -05'00'

REGISTERED LANDSCAPE ARCHITECT J. SCOTT LIBERTY LA 0001476 STATE OF FLORIDA

NO	DATE	REVISIONS
1	2-10-25	PARALLEL PARKING AND APRONS ADDED

JOB #: 23012.20 | PRJ. MGR: JPM | DESIGNER: JSL | CHECKED: JSL

ENGINEER
JASON P. MAHONEY, PE
FL LIC. #65183

DATE: Feb. 11, 2025

WSTC RETAIL
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FL
FOR
TUSKAWILLA RETAIL PARTNERS

LANDSCAPE PLAN

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
L1.0

THIS PLAN SHEET IS CURRENTLY UNDER REVIEW BY THE CITY UNDER A SEPARATE PLAN NUMBER, FEDP-2024-0009.

NORTH

SCALE: 1" = 20'

0 20 40

SITE LEGEND

- EXISTING TREE
- TREE REMOVED
- SPECIMEN TREE REMOVED

OAK = OAK TREE

PALM = PALM TREE

PINE = PINE TREE

PROPOSED LIMITS OF DISTURBANCE

TREE REMOVAL			
SIZE	TREES REMOVED	CREDIT / TREE	TOTAL CREDITS
4" TO 8"	106	1	106
9" TO 11"	37	2	74
12" TO 15"	63	3	189
16" TO 24"	97	4	388
24" AND ABOVE	3	6	18
TOTAL TREES	306	TOTAL CREDITS	775

NOTE: A WAIVER FOR THESE THREE (3) SPECIMEN TREES IS CURRENTLY UNDER REVIEW BY THE CITY UNDER PERMIT NUMBER, ARBOR-2025-0203.

LIMITS OF THE LEARNING EXPERIENCE LOT, PROJECT NUMBER: FEDP-2024-0010

NOTE:
REFER TO LANDSCAPE PLAN, SHEET L-1, FOR PROPOSED TREE LOCATIONS. ANY DEFICIT IN TREE CREDITS WILL BE MITIGATED PER CITY OF WINTER SPRINGS LAND DEVELOPMENT CODE.

LOT 1
1.32 AC

LOT 2
0.50 AC

LOT 3
1.02 AC

LOT 4
4.58 AC

29' UTILITY EASEMENT

15' UTILITY EASEMENT (O.R.B. 7486, PG. 155)

APPROX. DRIPLINE
52" OAK
78.0
52"LIVE OAK

FLORIDA TRAIL (50' R/W)

LANDS DESCRIBED IN

STATE ROAD NO. 434 - OVIEDO ROAD (R/W VARIES)

TREE SWALLOW DRIVE

MICHAEL BLAKE BOULEVARD (R/W VARIES)

SITE BENCHMARK
FOUND 5/8" IRON & CAP

STORM MANHOLE
NRE: 36.86'
SW INV: 31.88' (18" RCP)

STORM MANHOLE
NRE: 35.97'
SW INV: 30.47' (18" RCP)
SE INV: 30.30' (18" RCP)

STORM MANHOLE

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #68902

DATE: Feb. 14, 2025

JOB #: 23012.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

NO	DATE	REVISIONS

SEA HAWK COVE EXTENSION
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
TUSKAWILLA RETAIL PARTNERS

TREE REMOVAL PLAN

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C12.0

O:\23012.20\CONST\C12.0 TREE REMOVAL PLAN.dwg - Feb 14, 2025 - 4:18pm

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Site Plan 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 Florida Statue 419.001. Applications shall be reviewed for sufficiency (completeness) 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

___Preliminary Review ___Final Review __X__Combined Preliminary/Final ___Resubmittal ___ Recorded Plat

Project Name: Sea Hawk Cove Extension Date: 10/30/24

Applicant/Agent Information

Applicant(s): James Herbert, E.I.

Mailing Address: 6200 Lee Vista Blvd, Suite 400 Orlando, FL 32822

Email: james.herbert@nv5.com

Phone Number: (407) 539-4776

Person Who Will Upload Plans: James Herbert, E.I.

Email: james.herbert@nv5.com Phone#: (407) 539-4776

Property Owner(s) Name (If Applicant is not the Property Owner)

Name: Tuskawilla Retail Partners II, LLC

Email: MarkM@catalystdp.com Phone #: (904) 233-4303

Mailing Address: 880 Glenwood Ave Suite H; Atlanta, GA 30316

Phone Number: n/a

Site Information

Project Address: Extension of Sea Hawk Cove, Southeast of Michael Blake Blvd.

Parcel ID(s): 26-20-30-5AR-0A00-007L

Parcel Size: ± 8.11 AC

Existing Use: Vacant Land

Proposed Use: Extension of Sea Hawk Cove

Zoning District: Town Center District

Future Land Use: Town Center District

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Site Plan Review

Is the property located in the Town Center District? __X__ Yes _____ No

Is the property within the S.R. 434 Corridor Overlay District? __X__ Yes _____ 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 as reflected on the Fee Schedule 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.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Site Plan Review

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): Mark Mechlowitz, Manager of Tuskawilla Retail Partners II, LLC

Property Owner Signature: [signature] Date: 10/30/24

Property Owner(s) Name (Print): _____

Property Owner Signature: _____ Date: _____

STATE OF Georgia COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 30th day of October, 20 24, by Marc Mechlowitz who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Lauren Groover Date: 10/30/24 (seal):

Notary Public Signature: Lauren Groover

My Commission Expires: 4/28/26

LAUREN GROOVER
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 28, 2026

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): Mark Mechlowitz, Manager of Tuskawilla Retail Partners II, LLC

Property Owner Signature: [signature] Date 10/30/24

STATE OF Georgia COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 30th day of October, 20 24, by Marc Mechlowitz who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Lauren Groover Date: 10/30/24 (seal):

Notary Public Signature: Lauren Groover

My Commission Expires: 4/28/26

LAUREN GROOVER
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 28, 2026

ARBOR APPLICATION

PRINT FORM

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708

405

PERMIT MUST BE POSTED ON THE JOBSITE

Property Owner: Tuskawilla Retail Partners II, LLC **Phone:** 407-539-4776

Address: E Florida 434 & Michael Blake Blvd, Winter Springs, FL 32708 **Email:** james.herbert@nv5.com

To be completed when a contractor is hired to perform tree removal(s). The contractor will be responsible for the arbor permit and compliance with all codes and requirements of the City.

Licensed Arbor Contractor:_____ Phone:_____

Email:_____ Fax:_____

Address:_____ Gen.Liability Expiration Date:_____

City Arbor License #:_____ Workman's Comp. Expiration Date: _____

Single-Family NO **Development** 8.11 **(acres) # of Trees to Be Cut** 306

Land Clearing 4.29 **(acres) Arbor Waiver (*check mark then go to Section 2*)** _____

SECTION 1 (ARBOR PERMIT)

(initial) I certify the trees to be cut fit into one of the following categories as checked:

✓ 1. Trees located on building and construction sites and to be replaced

_____2. Trees located within ten feet of a structure*

_____3. Trees that are approved by City Forester to be replaced elsewhere on the property

_____4. Trees that are exotic invasive species (FLEPPC # 1)

_____5. Trees severely diseased, severely injured, or dead

_____6. Trees that interfere with provision of public utility installations

_____7. Sec. 5-4 (b) 6. As relates to governmental projects

*Replacement requirements to be determined by the City Arborist

- **Applicant must provide a separate drawing showing the trees to be removed in relation to the site.**

_____ *(initial)* I hereby acknowledge that the above information is correct and agree to conform to City of Winter Springs zoning regulations and building codes. I agree if any public property is damaged, I will restore it to the original condition. I agree that this application allows the City Arborist to enter my property for the purposes of inspection.

_____ *(initial)* I certify that any replacement plants will be installed within *60 days* from the date of tree removal(s) and I will be responsible for arranging reinspections, if required.

NOTE: All lot addresses must be marked so as to be easily identified. For undeveloped lots, the lot lines and construction pad must be clearly staked. For land clearing or undeveloped lots, a survey of all trees 4" diameter at breast height and above must be submitted. Indicate preventive measures used to protect existing trees during construction. If an appointment must be scheduled for inspection due to limited access (fence, dogs, etc.), please call 407-327-6584.

SECTION 2 (ARBOR WAIVER)

_____ (Initial) I certify that **no trees need to be removed** and the proposed alterations will not cause damage to the trees. If any damage occurs, I will be held responsible for replacement and/or tree replanting. If it becomes evident later that there might be damage, or if it becomes necessary to remove a tree, I will, at that time, obtain the proper arbor permit. I also agree that if any public property is damaged, I will restore the property to the condition that existed before the work activity detailed in this application was undertaken.

Measures to protect existing trees during the execution of the permitted activity:

The 52" live oak located directly adjacent to the Michael Blake Blvd / SR 434 intersection will be protected by: 1. Erecting a barrier around the tree that encompasses the tree's entire dripline. 2. Barrier shall remain in place until all paving, construction, and heavy equipment is out of area.

Applicant: Mark Mechlowitz **Signature:** _____

(please print) *(must be signed for Section 1 or 2)*

- All trees, whether for replacement or installation, MUST be at least a Florida Grades and Standards #1. Tree species designated by the Exotic Pest Plant Council as exotic and invasive may not be used as replacement plantings. Acceptable replacement plants are listed in the Arbor Ordinance 2011-16. All planted trees MUST survive for at least **one full year** or be replanted.
- Winter Springs is designated "TREE CITY USA" by the National Arbor Day Foundation.

City Code

5.4 (e) *Contactor License Required; Contractor Obtaining Permits.* Any person or entity engaged in the business of tree removal or pruning shall be licensed by the City on an annual basis. Licenses may be obtained from the City by completing an application prepared by the City and paying the required license fee. The license application shall contain at a minimum the name, address, and telephone number of the contractor and a copy of the contractor's occupational license and proof of liability and workers' compensation insurance. It shall be unlawful for any person or entity to engage in the business of tree removal or pruning within the City of Winter Springs without a license required under this subsection. It shall also be unlawful for any such person or entity to fail to obtain a permit on behalf of a property owner pursuant to Section 5-4(a) of this Chapter.

Please call (407) 327-6584 with any questions.

THIS SECTION FOR OFFICIAL USE ONLY

APPROVED WITH THE FOLLOWING CONDITIONS:

_____

_____

_____ _____

CITY ARBORIST DATE

ARBOR PERMIT NUMBER_____ PERMIT FEE $_____

REPLACEMENT CREDITS DUE: _____

REINSPECTION REQUIRED: YES ___ (within 60 days) NO___ Rev. 3/14/12

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Site Plan Review

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Site Plan Type

Type of Development: ____ Residential _X_ Non-Residential

___Preliminary Review ___Final Review ___Combined Preliminary/Final ___Resubmittal _X_ Recorded Plat

Project Name: Village at Winter Springs Plat Date: 10/30/24

Applicant/Agent Information

Applicant(s): James Herbert, E.I.

Mailing Address: 6200 Lee Vista Blvd, Suite 400 Orlando, FL 32822

Email: james.herbert@nv5.com

Phone Number: (407) 539-4776

Person Who Will Upload Plans: James Herbert, E.I.

Email: james.herbert@nv5.com Phone#: (407) 539-4776

Property Owner(s) Name (If Applicant is not the Property Owner)

Name: Tuskawilla Retail Partners II, LLC

Email: Mark Mechlowitz - MarkM@catalystdp.com Phone #: 678.666.1282

Mailing Address: 880 Glenwood Avenue SE H Atlanta, GA 30316

Phone Number: n/a

Site Information

Project Address: Located south of Michael Blake Blvd. & Tree Swallow Dr. intersection

Parcel ID(s): 26-20-30-5AR-0A00-007L

Parcel Size: ± 8.11 AC

Existing Use: Vacant Land

Proposed Use: Mixed Use

Zoning District: Town Center District

Future Land Use: Town Center District

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Site Plan Review

Is the property located in the Town Center District? __X__ Yes _____ No

Is the property within the S.R. 434 Corridor Overlay District? __X__ Yes _____ 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 as reflected on the Fee Schedule 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.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Site Plan Review

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): Mark Mechlowitz, Manager of Tuskawilla Retail Partners II, LLC

Property Owner Signature: _____ Date: 10/30/24

Property Owner(s) Name (Print): _____

Property Owner Signature: _____ Date: _____

STATE OF Georgia COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 30th day of October, 2024, by Mark Mechlowitz who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Lauren Groover Date: 10/30/24 (seal):

Notary Public Signature: _____

My Commission Expires: 4/28/26

LAUREN GROOVER
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 28, 2026

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): Mark Mechlowitz, Manager of Tuskawilla Retail Partners II, LLC

Property Owner Signature: _____ Date 10/30/24

STATE OF Georgia COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 30th day of October, 2024, by Mark Mechlowitz who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Lauren Groover Date: 10/30/24 (seal):

Notary Public Signature: _____

My Commission Expires: 4/28/26

LAUREN GROOVER
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 28, 2026

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 Ave, Suite 2000
Orlando, Florida 32801
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

DEVELOPMENT AGREEMENT

TUSKAWILLA RETAIL PARTNERS II, LLC

(Blake Commons)

THIS DEVELOPMENT AGREEMENT (Agreement) is made and executed this _____ day of _____, 2025, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation with a principal address at 1126 E. S.R. 434, Winter Springs, FL 32708 ("City") and **TUSKAWILLA RETAIL PARTNERS II, LLC**, a Florida Limited Liability Company with its principal address at 880 Glenwood Ave, Suite H, Atlanta, GA 30316 ("Developer").

WITNESSETH

WHEREAS, Developer is the fee simple owner of certain real property located in the City of Winter Springs consisting of 8.11 acres, more or less, located Southeast of the corner of Michael Blake Boulevard and East State Road 434, as more particularly described herein (the "Property"); and

WHEREAS, the Property was previously subject to that certain Development Agreement dated March 10, 2015, and recorded in the Official Records of Seminole County at Official Record Book 8446 Page 1131, as modified by the First Modification of Development Agreement dated January 9, 2017, and recorded in the Official Records of Seminole County at Official Record Book 8852 Page 1719 (the "Original Development Agreements"); and

WHEREAS, the Property remains subject to the Original Development Agreements, which describes that the Property would be developed as a future phase; and

WHEREAS, the Original Development Agreements requires that the frontage of the Property be developed with commercial uses; and

WHEREAS, Developer, the new owner of the Property, now desires to develop the Property and accordingly has applied for Final Engineering/Site Plan approval, waivers, and Final

Plat approval in order to commence site clearing and grading activities and construct common infrastructure for the commercial development to be located on the Property; and

WHEREAS, Section 20-29(c) of the City Code requires that all site plans and waivers shall be binding on the use of the subject property; 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

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 is legally described in **Exhibit "A"** which is attached hereto and fully incorporated herein by this reference.

4.0 **Project Description and Requirements.** Developer shall, at its expense, design, permit, and construct the common infrastructure to support the future commercial shopping center known as Blake Commons on the Property (the "Project").

The Developer shall construct the Project in a manner consistent with the approved Final Engineering/Site Plans, and Waivers that are on file with the City with the following file numbers and consistent with the requirements contained in this Agreement:

File No.: FEDP-2024-0009

File No.: DVAG-2025-0007

File No.: WAIV-2025-0005

File No.: WAIV-2025-0008

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 and Waivers include the following, which are also addressed in the staff report for the Final Engineering/Site Plans, Waivers, and Final Plat:

A. The applicant shall be required to pay $227,400 for removal of trees, including specimen tree(s), prior to the issuance of the tree removal and land clearing permit.

B. The applicant shall be required to submit a subdivision performance bond in a form acceptable to the City Attorney.
C. There shall be no retail sales, manufacturing, or compounding of any products derived from the hemp plant or cannabis plant, including CBD (cannabidiol).
D. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.

5.0 **Future Permitting.** Developer shall be required to receive site work/land clearing permits and substantially commence construction of the infrastructure 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. The failure to timely comply with any mandatory condition of this Agreement shall further constitute a violation of the City's Code of Ordinances and shall be subject to enforcement action as described therein including, but not limited to, enforcement before the City's Code Enforcement Board under Chapter 2, Article III, Division 2. – Code Enforcement.

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 site work/land clearing permits and substantially commence construction of the infrastructure 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, Florida 32802

For Developer:

Attn: Mark Mechlowitz, Managing Member
Tuskawilla Retail Partners II, LLC
880 Glenwood Avenue, Suite H
Atlanta, Georgia 30316

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 which consent shall not be unreasonably withheld, conditioned or delayed. 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.

[Signatures to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF WINTER SPRINGS

_____
Kevin McCann
Mayor
Date: _____

ATTEST:

_____
Christian Gowan

City Clerk
Date: _____

CITY SEAL

Approved as to form and legality for the City of Winter Springs only:

_____
Anthony A. Garganese
City Attorney
Date: _____

Signed, sealed and delivered in the presence of the following witnesses:

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

_____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

_____

TUSKAWILLA, RETAIL PARTNERS II, LLC,
a Florida limited liability company

By:_____
Print name: _____

Title:_____

Date: _____, 2025

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2025, by_____, the _____of Tuskawilla Retail Partners II, a limited

liability company, on behalf of the company, 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

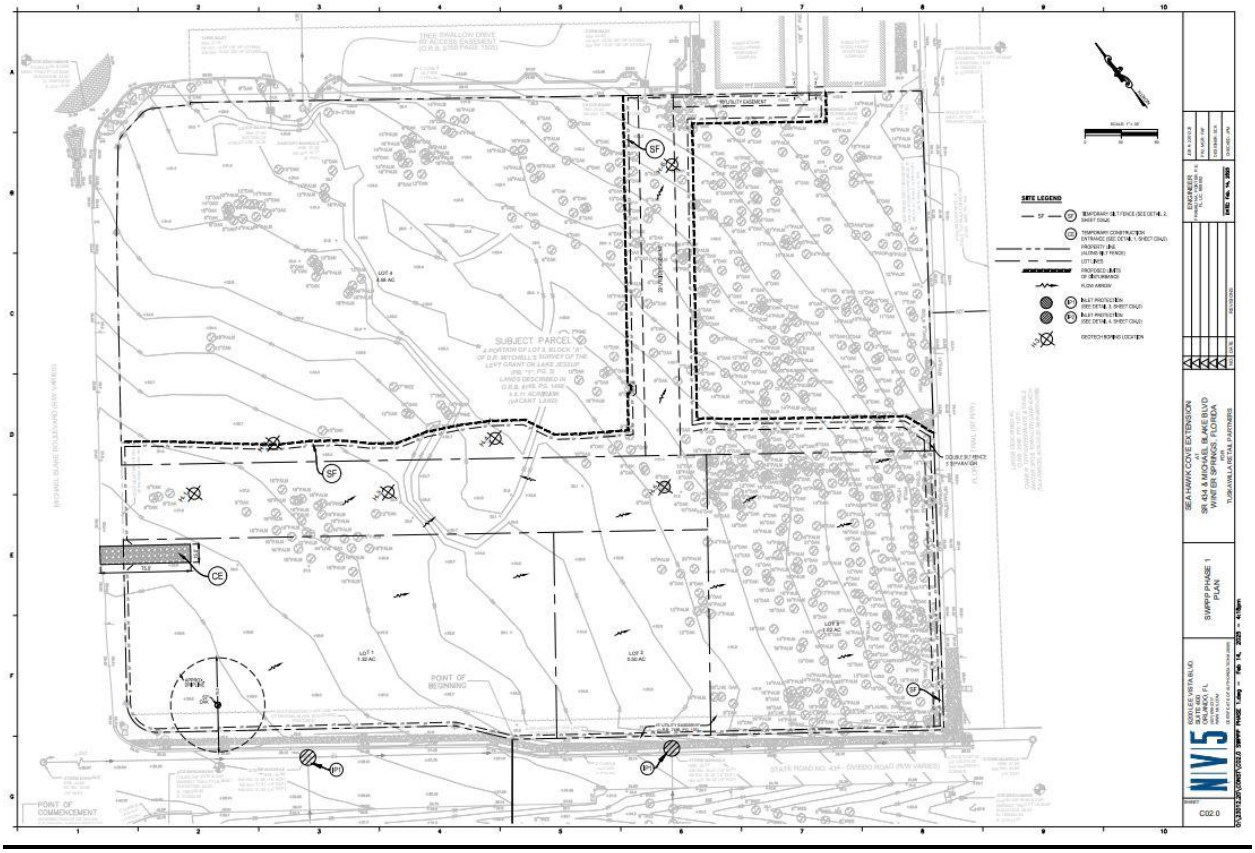
LEGAL DESCRIPTION:

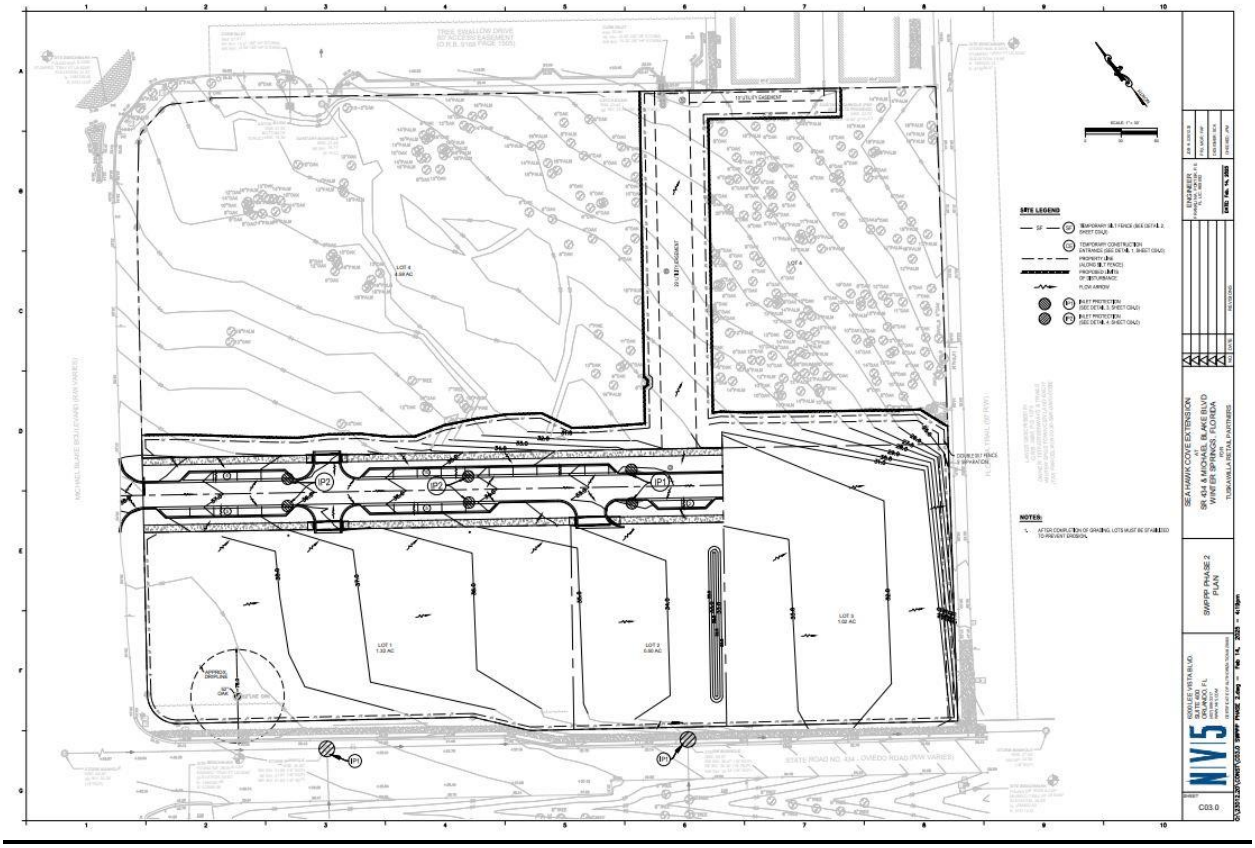
A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP FOR THE POINT OF BEGINNING, SAID POINT ALSO LYING UPON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 7486, PAGE 138, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, FOR A POINT OF BEGINNING; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: RUN N24°10'06"W A DISTANCE OF 48.66 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 246.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; AND A CHORD BEARING OF N06°16'44"E, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN N51°16'44"E A DISTANCE OF 389.87 FEET; THENCE RUN N53°37'06"E A DISTANCE OF 71.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF N74°09'35"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°04'59" A DISTANCE OF 10.76 FEET TO THE POINT OF TANGENCY; THENCE RUN S85°17'55"E A DISTANCE OF 22.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S64°11'16"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'19" A DISTANCE OF 11.05 FEET TO THE POINT OF TANGENCY; THENCE RUN S43°04'36"E A DISTANCE OF 31.18 FEET; THENCE RUN N51°24'49"E A DISTANCE OF 1.88 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S38°21'49"E A DISTANCE OF 606.04 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE RUN S50°31 58"W ALONG SAID NORTHWESTERLY BOUNDARY LINE A DISTANCE OF 529.43 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 357.65 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

OVERALL SITE PLAN




SITE LEGEND
NOTES:
SEAHAWK COVE EXTENSION
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
SWPPP PHASE 2
PLAN
NV5
C03.0

SUBDIVISION PLAT REVIEW CHECKLIST
City of Winter Springs, Florida

NAME OF PLAT: Village At Winter Springs
DATE: June 13, 2025

This plat has been reviewed by the agent of the City and comments have been noted. The plat and supporting documentation will be transmitted to the City's Professional Surveyor and Mapper for review after these comments have been addressed and all missing supporting documents have been submitted. Additional comments may be generated by the City PSM during their review of the plat. Please contact Tim Jaskiewicz at (407) 292-8580 ext. 231 if you should have any questions or comments.

LEGEND

[C]	Denotes information is correct.
[X]	Denotes additional information or revision is required.
[#]	Refer to "Additional Comments" and corresponding note.
SC	Seminole County Platting Requirements
LD	Winter Springs Land Development Code

TITLE (Primary Name)

[C] The "primary name" of the plat must be different from any other recorded plat in Seminole County except when the subdivision is further divided as an additional unit or section. (177.051.1)

[C] Title appears in bold legible letters. (177.091.5)

[C] Words such as "THE", "REPLAT" or "A" are not the first word used in the title. (177.051.1)

[N/A] If the plat is a replat all prior platted streets, alleys and easements will be vacated at recording. All such parcels occurring with the replat must be included in the dedication or noted as private with appropriate language on the plat. (F.S.177.101)

[C] If replat is a part of the primary name all text is the same size and type. (177.051.1)

[C] Title and sub-title (if any), Section, Township, Range, County, City and State are included in heading and appears on all sheets. (177.091)

SCALE

[C] Is both stated and graphically illustrated by a graphic scale and appears on all sheets showing any portion of the lands subdivided. (177.091.4) No less than 1"=100'

NORTH ARROW

[C] Is prominent and appears on every sheet showing any portion of the lands subdivided. (177.091.6)

INDEX/KEY MAP

[N/A] Must be depicted if more than one graphic sheet is used to portray subdivided lands. (177.091.3)

[N/A] Each sheet is labeled with sheet number, total number of sheets and match lines are clearly depicted. (177.091.3)

PROFESSIONAL SURVEYOR AND MAPPER

[C] The name of the professional surveyor and mapper or legal entity, along with the street and mailing address and LB or LS number must be shown on each sheet included. (177.091.5)

VICINITY MAP

[X] Shows the proposed subdivision in relation to the surrounding streets. Add north arrow to vicinity map. (REPEAT COMMENT)

PLAT NOTICE

[C] Notice is exactly how it appears in Statute and appears in a prominent place on front sheet of plat. (177.091.27)

"NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

[C] Ink, media type and marginal lines are as noted in statutes. (177.091.1)

TEXT SIZE

[C] Is of a size sufficient to show all detail clearly.

BEARING REFERENCE

[X] Is clearly stated on the face of the plat in the notes and is referenced to a well-established and monumented line. (177.091.6) Missing bearing basis to established and monumented line. (REPEAT COMMENT)

ABBREVIATIONS

[X] A legend of all symbols and abbreviations occurring on the plat is shown. (177.091.29) Add PRM, SR., TIITF, PC AND PT to legend. (REPEAT COMMENT)

DEDICATION & ACKNOWLEDGMENT

[C] The "primary name" of the subdivision is shown in the dedication and coincides exactly with the subdivision name. Shows and is executed by all persons, corporations, or entities having record interest in the lands. (177.051.1)

[C] Dedications and approvals required by 177.071 and 177.081 are included. (177.091.12)

DESCRIPTION

[X] Is metes & bounds and describes the lands subdivided and is so complete, that without reference to the plat, the starting point and boundary can be determined and agrees with plat. (177.091) Legal has 2 Point of Beginnings. (REPEAT COMMENT)

[C] Description agrees with title opinion. Legal description in PIR matches the legal description on the plat, however, it needs revisions, there are 2 point of beginnings.

POINT OF BEGINNING

[X] Point of Beginning and all information called for, such as Point of Commencement, bearings and distances are shown. (177.091.14) Legal contains errors, i.e 2 Point of Beginnings. (REPEAT COMMENT)

DIMENSIONS

[X] Sufficient survey data is shown to positively describe the bounds of every lot, block, street, easement and all other areas shown on the plat. (177.091.19) Legal contain errors. (REPEAT COMMENT)

[N/A] A witness line showing complete data is provided for subdivisions bounded by an irregular line (e.g. water bodies, etc.) (177.091.19)

[C] All dimensions shown except irregular lines are shown to the one-hundredth of a foot. (177.091.19)

[C] The centerlines of all streets shall be shown as follows: tangent lines: distances together with either angles, bearings or azimuths; curved lines: arc distances, central angles, and radii, together with chord and chord bearing or azimuths. (177.091.22)

[C] All Centerlines, P.C.'s, P.T.'s & P.I.'s are labeled.

CURVE DATA

[C] Curvilinear lot lines show the radii, arc distances, and central angles. (177.091.20)

[N/A] All radial lines are labeled as such. (177.091.20)

[N/A] Directions of non-radial lines are indicated. (177.091.20)

TABLES

[C] When it is not possible to label line or curve information on the map, a tabular form may be used. (177.091.26)

[C] Tabular data, if shown, appears on the sheet to which it applies. (177.091.26)

CUL-DE-SAC DIAMETERS

[N/A] All cul-de-sac diameters are shown. (177.091.15)

STREETS & RIGHT OF WAYS

[C] The location, widths, names, recording information of all streets, waterways and other rights of way are shown. (177.091.15).

[C] All names are different from any other in the city, if not an extension.

EASEMENTS

[C] The location and width of proposed easements and existing easements identified in the Title Opinion or certification are shown on the plat along with their intended use. Where easements are not coincident with property lines, they are labeled with bearings and distances and are tied to the principal lot, tract or right of way. (177.091.16)

[C] Included in notes is reference to Cable TV services (177.091.28)

SECTION & 1/4 SECTION LINES

[N/A] All section or 1/4-section lines occurring within the plat are shown and labeled as such. (177.091.14)

ADJOINING PROPERTY

[C] All contiguous property is identified by subdivision title, plat book and page or if unplatted, labeled as such. (177.091.17)

[N/A] If the plat is a replat, there are sufficient ties to controlling lines appearing in the earlier plat to permit an overlay of the previous plat. (177.091.17)

LOT NUMBERING

[C] All lots are numbered progressively or if phase development consecutively numbered throughout additions. (177.091.18)

[N/A] All blocks are numbered or lettered progressively. (177.091.18)

PARKS & RECREATION

[N/A] All parks and recreation parcels are designated as such. (177.091.23)

OUT PARCELS

[N/A] All out parcels are excluded in the legal description and clearly labeled "NOT A PART OF THIS PLAT". (177.091.24)

DEDICATED PARCELS

[C] All dedicated parcels are clearly shown and their purposes clearly stated. (177.091.25)

PERMANENT REFERENCE MONUMENTS (FIELD VERIFIED)

[N/A] Permanent reference monuments have been placed at each corner or change in direction along the boundary of the lands being platted and are no further than 1400 feet apart. (177.091.7) Shown on plat, not field verified by reviewing surveyor.

[N/A] Where plat corners are not accessible, witness monuments have been set within the boundary of the plat and such offsets are noted. (177.091.7) Shown on plat, not field verified by reviewing surveyor.

PERMANENT CONTROL POINTS (FIELD VERIFIED)

[N/A] Permanent control points have been placed at intersections of centerlines of rights of way and at the intersections and termini of all streets. (177.091.8) Shown on plat, not field verified by reviewing surveyor.

[N/A] All permanent control points have been placed and are shown on map by appropriate symbol or designation. (177.091.8) Shown on plat, not field verified by reviewing surveyor.

SUPPORTING DOCUMENTATION TO BE FURNISHED BY SUBMITTING FIRM

[C] Copy of Boundary Survey prepared/updated within 1 year of plat submittal.

[X] Copy of 911 report for street name verification, if applicable. Not provided for review.

[X] Closure sheet for Boundary on 8 ½" X 11" Sheet. Not provided for review.

[C] Copy of title opinion.

REVIEWING SURVEYOR'S COMMENTS

PARCEL CLOSURE REPORT CLOSES, HOWEVER COURSES DO NOT MATCH PLAT. (REPEAT COMMENT)

THIS PLAT DOES NOT CONFORM TO THE REQUIREMENTS FOR PLATTING IN THE STATE OF FLORIDA AND SEMINOLE COUNTY.

WE WILL SIGN AS THE REVIEWING SURVEYOR WHEN PRESENTED WITH THE ORIGINAL MYLAR SIGNED BY THE OWNERS AND THE PLATTING SURVEYOR.

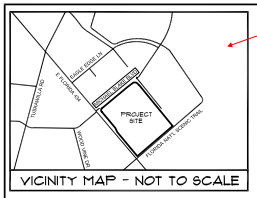
ANY ISSUES NOT ADDRESSED BY THIS REVIEW REMAIN THE RESPONSIBILITY OF THE PLATTING SURVEYOR.

BLAKE COMMONS

A REPLAT OF A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, PLAT BOOK 1, PAGE 5, LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA

NIV5
2100 SE 17th Street, Unit 802
Ocala, Florida 34471
(352) 414-4821
www.niv-inc.com
est. 1998 FLORIDA CA 5075

PLAT BOOK__,PAGE __
SHEET ONE OF ONE



VICINITY MAP - NOT TO SCALE

ADD NORTH ARROW TO VMAP (REPEAT COMMENT)

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 24°10'06" W	48.66'
L2	S 85°17'55" E	22.68'
L3	S 43°04'36" E	31.18'
L4	N 51°24'49" E	1.88'
L5	N 51°38'11" E	10.00'

CURVE DATA TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.27'	25.00'	90°00'00"	35.36'	N 6°16'44" E
C2	10.76'	15.00'	41°04'59"	10.53'	N 74°09'36" E
C3	11.26'	15.00'	42°13'19"	10.81'	S 84°11'16" E

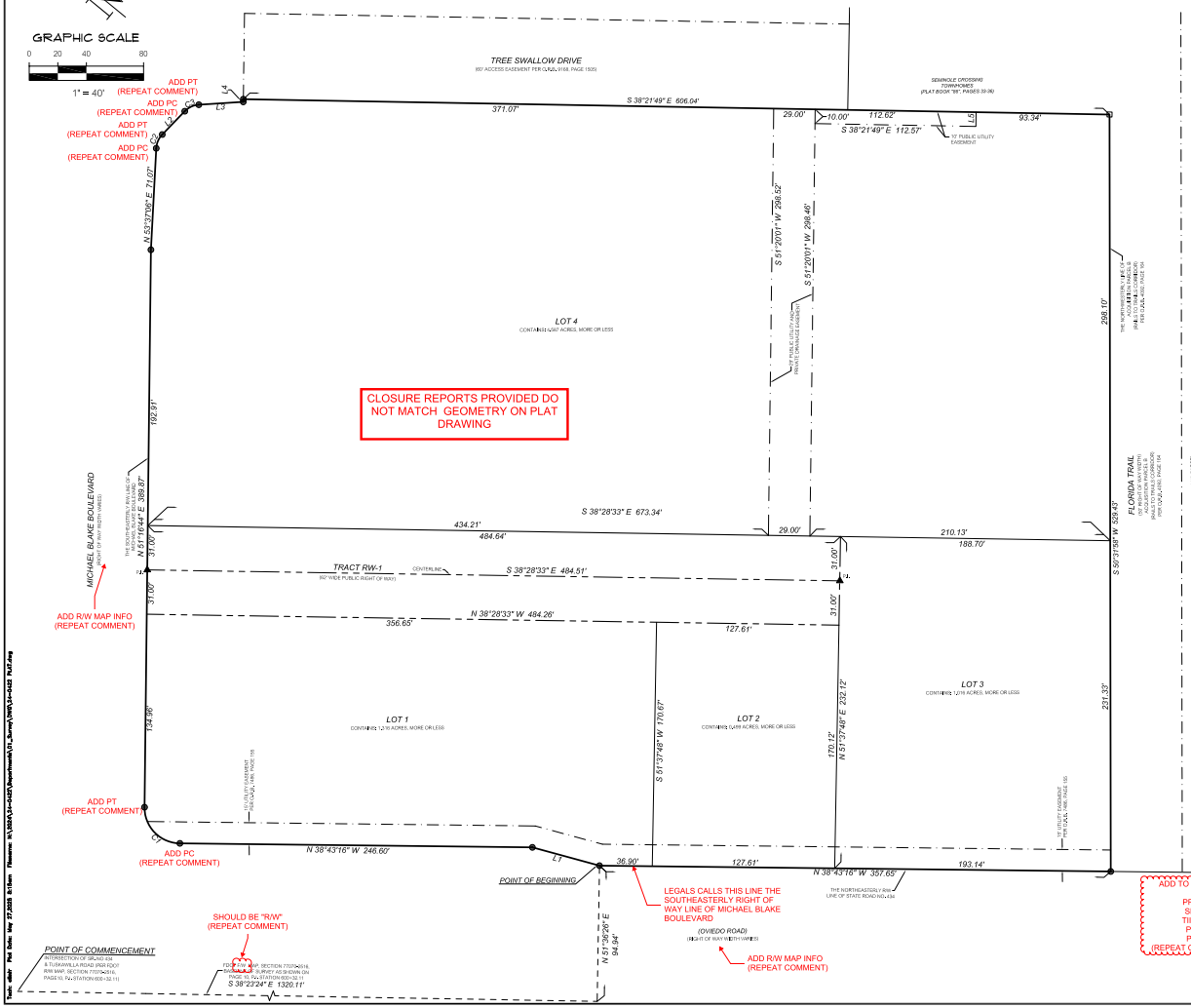
LEGAL DESCRIPTION:

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'24"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'36"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP FOR THE POINT OF BEGINNING; SAID POINT ALSO LYING UPON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MICHAEL BLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 7466, PAGE 1744, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; FOR A POINT OF BEGINNING; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, RUN ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF MICHAEL BLAKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: RUN N24°10'06"W A DISTANCE OF 48.66 FEET; THENCE RUN N59°43'16"W A DISTANCE OF 246.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; AND A CHORD BEARING OF N06°16'44"E; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN N 15°16'44"E A DISTANCE OF 389.87 FEET; THENCE RUN N63°37'08"E A DISTANCE OF 71.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF N74°09'36"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°04'59" A DISTANCE OF 10.76 FEET TO THE POINT OF TANGENCY; THENCE RUN S85°17'55"E A DISTANCE OF 22.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S84°11'16"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'19" A DISTANCE OF 11.26 FEET TO THE POINT OF TANGENCY; THENCE RUN S63°04'36"E A DISTANCE OF 31.18 FEET; THENCE RUN N51°24'49"E A DISTANCE OF 1.88 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S39°21'49"E A DISTANCE OF 606.04 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL 8 (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4895, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE RUN S50°31'58"W ALONG SAID NORTHWESTERLY BOUNDARY LINE A DISTANCE OF 529.43 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 357.65 FEET TO THE POINT OF BEGINNING.

2 POINT OF BEGINNINGS (REPEAT COMMENT)

GRAPHIC SCALE
0 20 40 80
1" = 40'



PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 434, WITH A BEARING OF NORTH 38°43'16" WEST, ASSUMED.

2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, THAT NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO FLORIDA STATUES SECTION 177.091(28). SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE, AS ADOPTED.

3. LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF LOTS IN COMPLIANCE WITH CHAPTER 177.091 (9) FLORIDA STATUES.

4. THE FOLLOWING BUILDING SETBACK LINES SHALL BE APPLICABLE TO PRINCIPAL BUILDINGS CONSTRUCTED ON LOTS 1, 2, 3, AND 4.:

FRONT SETBACK: 25' FEET MINIMUM / 50' MAXIMUM
REAR SETBACK: 15' FEET MINIMUM
SIDE SETBACK: 7' MINIMUM / 100' MAXIMUM

5. THE PROPERTY IN THIS PLAT IS SUBJECT TO THE FOLLOWING: EASEMENT RIGHTS ARISING UNDER THAT CERTAIN EASEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1505, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

THE PROPERTY IN THIS PLAT IS SUBJECT TO THE FOLLOWING: EASEMENT RIGHTS ARISING UNDER THAT CERTAIN DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1520, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

6. TRACT RW-1 IS A PUBLIC RIGHT OF WAY AND IS HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE CITY OF WINTER SPRINGS.

7. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA FIRM PANEL NO. 1180 OF 2350, COMMUNITY PANEL NO. 12209S 0160 F, EFFECTIVE DATE: SEPTEMBER 28, 2007.

8. THE PROPERTY IN THIS PLAT IS SUBJECT TO THE DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS AS RECORDED IN THE OFFICIAL RECORDS OF SEMINOLE COUNTY, FLORIDA, BOOK 8671, PAGE 98, AS AMENDED BY THE FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED IN THE OFFICIAL RECORDS OF SEMINOLE COUNTY, FLORIDA, BOOK 8964, PAGE 1535 AND AS AFFECTED BY WAIVER AND RELEASE OF USE RESTRICTION AND CONSENT TO FUTURE AMENDMENT RECORDED IN THE OFFICIAL RECORDS OF SEMINOLE COUNTY, FLORIDA, BOOK 10660, PAGE 912, AND ANY SUPPLEMENT AND/OR AMENDMENT THERETO, ALL DRAINAGE SYSTEMS AND FACILITIES CONSTRUCTED TO SERVE THE PROPERTY IN THIS PLAT SHALL BE PRIVATELY MAINTAINED, THE MAINTENANCE OF PRIVATE DRAINAGE FACILITIES IN TRACT RW-1 SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF RIGHT OF WAY PERMIT #_____ ISSUED BY THE CITY OF WINTER SPRINGS.

THE CITY OF WINTER SPRINGS SHALL HAVE THE RIGHT TO DISCHARGE SURFACE STORMWATER DRAINAGE AND RUNOFF FROM CITY PROPERTY THROUGH THE PRIVATE DRAINAGE FACILITIES CONSTRUCTED ON ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT, CITY OF WINTER SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, THE PRIVATE DRAINAGE FACILITIES LOCATED IN TRACT RW-1 AND ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF THE CITY OF WINTER SPRINGS FOR SAID PURPOSE OVER SAID DRAINAGE EASEMENTS SHOWN ON THIS PLAT, TO THE EXTENT THAT THE CITY OPTS TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT AND THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, THE FREQUENCY, QUALITY, OR EXTENT OF SUCH MAINTENANCE, REPAIR, REPLACEMENT, AND CARE WILL BE SUBJECT TO THE CITY'S DISCRETION.

9. THE PROPERTY IN THIS PLAT IS SUBJECT TO THE AMENDED DEVELOPMENT AGREEMENT, RECORDED IN THE OFFICIAL RECORDS OF SEMINOLE COUNTY, FLORIDA, BOOK _____, PAGE _____, THE PROPERTY IN THIS PLAT IS ALSO SUBJECT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTER SPRINGS, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, AND WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, RECORDED APRIL 9, 2019 IN OFFICIAL RECORDS BOOK 8446, PAGE 1131, TOGETHER WITH FIRST MODIFICATION OF DEVELOPMENT AGREEMENT RECORDED JANUARY 31, 2017 IN OFFICIAL RECORDS BOOK 8852, PAGE 7119, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

10. A PUBLIC PEDESTRIAN ACCESS EASEMENT IS HEREBY DEDICATED TO THE PUBLIC OVER ALL PRIVATE SIDEWALKS LOCATED ON THE LOTS HEREIN. SUCH SIDEWALKS SHALL BE MAINTAINED BE EACH LOT OWNER

LEGEND:
● = SET 5/8" STEEL REBAR AND CAP MARKED "PRM LB 5075"
▲ = SET NAIL AND DISK STAMPED "CHW PCP LB 5075"
□ = FOUND 4"X4" CONCRETE MONUMENT STAMPED "PRM LB 4475"
O.R.B. = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
P.I. = POINT OF INTERSECTION

ADD TO LEGEND
PRM
SR
TIITF
PC
PT
(REPEAT COMMENT)

NOTICE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

BLAKE COMMONS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE GRANTOR, TUSKAWILLA RETAIL PARTNERS II, LLC, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREIN HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES TO THE PERPETUAL USE OF THE PUBLIC AND TO THE CITY OF WINTER SPRINGS, FLORIDA, ALL EASEMENTS SPECIFICALLY DESIGNATED HEREON AND IN THE PLAT NOTES AS PUBLIC. THE OWNER FURTHER HEREBY DEDICATES TO THE PUBLIC TRACT RW-1.

IN WITNESS WHEREOF, THE ABOVE NAMED TUSKAWILLA RETAIL PARTNERS II, LLC, HAS CAUSE THESE PRESENTS TO BE SIGNED BY ITS MANAGING MEMBER ON THIS _____ DAY OF _____, 2025.

WITNESSES:

1. _____
SIGNATURE

1. _____
PRINTED NAME

2. _____
SIGNATURE

2. _____
PRINTED NAME

OWNER:
TUSKAWILLA RETAIL PARTNERS II, LLC

BY: _____
MANAGING MEMBER OF
TUSKAWILLA RETAIL PARTNERS II, LLC

STATE OF FLORIDA, COUNTY OF _____

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BY EITHER [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, BEFORE ME THIS _____ DAY OF _____, 2025 BY MARK MECHLOWITZ, AS MANAGING MEMBER, OF THE ABOVE LLC, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID (DID NOT) TAKE AN OATH.

SIGNATURE OF ACKNOWLEDGER _____

PRINTED NAME OF ACKNOWLEDGER _____

TITLE _____

MY COMMISSION EXPIRES _____

(SEAL OR STAMP)

CITY SURVEYOR'S CERTIFICATE

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN SUBSTANTIAL CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

_____ _____ _____
SIGNATURE DATE REGISTRATION NO.

_____
PRINTED NAME
CITY SURVEYOR FOR THE CITY OF WINTER SPRINGS, FLORIDA

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY, THAT THE FOREGOING PLAT WAS RECORDED IN SEMINOLE COUNTY OFFICIAL RECORDS ON _____ FILE NO.: _____

ATTEST: _____ DATE: _____
CLERK OF THE CIRCUIT COURT, GRANT MALOY
IN AND FOR SEMINOLE COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY OF WINTER SPRINGS, FLORIDA.

_____ _____
SIGNATURE PRINTED NAME

ATTEST: _____

BY: _____

CERTIFICATE OF SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS AND ON JANUARY 16, 2023, THE SURVEY OF THE LANDS WERE COMPLETED AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A CORRECT PRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS SHOWN AS REQUIRED IN CHAPTER 177, PART 1, PLATTING, OF FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA.

_____ _____
CLINTON N. RICKNER, P.S.M. DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7409

NIV5, INC.
2100 SE 17TH STREET, UNIT 802
OCALA, FLORIDA 34471
LICENSED BUSINESS NO. 8246

Sea Hawk Cove Extension

City Commission

John Rabon, JD, MPA

Senior Planner

Background

Sea Hawk Cove Extension
FEDP-2024-0009

Property Address: East/Northeast of the intersection of State Road 434 and Michael Blake Blvd
(± 8.11 acres)

June 11, 2024: Pre-Application Meeting (PREM-2024-0003)

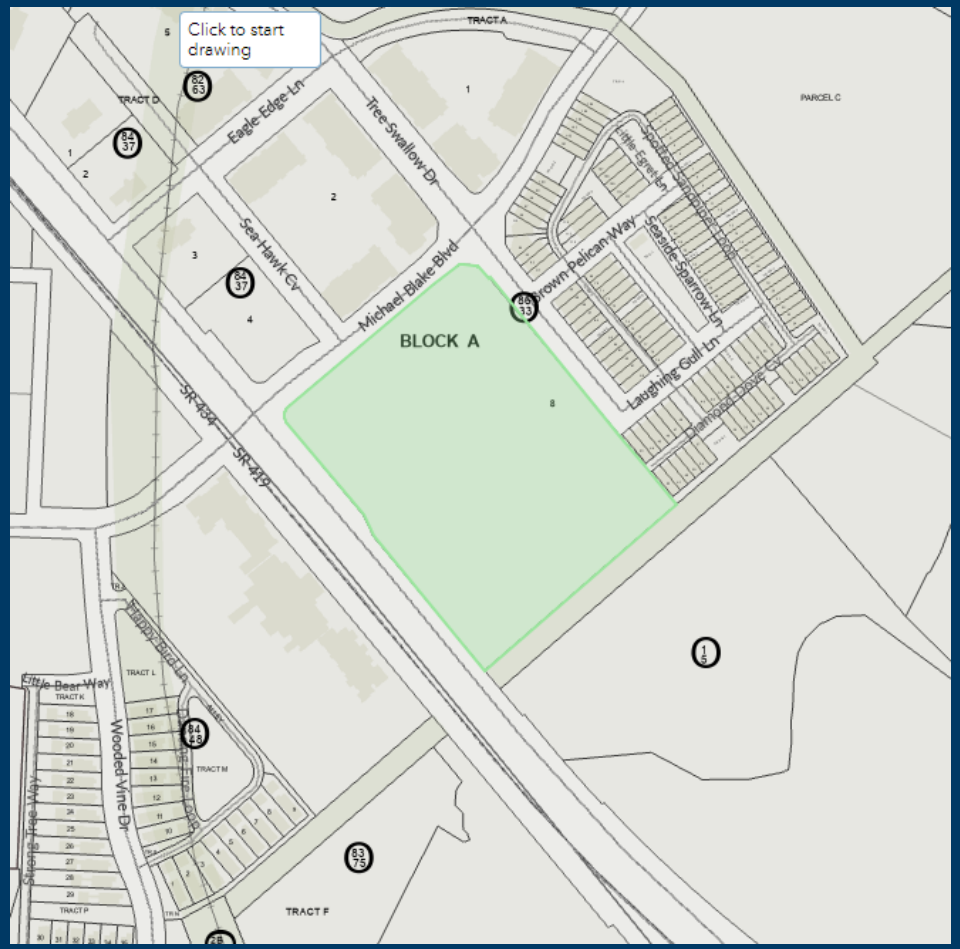
October 30, 2024: Site Plan Application
(FEDP-2024-0009)

March 11, 2025:
Tree Removal Application (AERV-2025-0005)
Subdivision Application (SUBD-2024-0001)
Waiver Applications (WAIV-2025-0005; WAIV-2025-0008)
Development Agreement Application (DVAG-2025-0007)

May 23, 2025: Public Notice Letters & Signage

June 5, 2025: Planning and Zoning Board Hearing

Applicant: James Herbert, E.I., NV5



AGENDA ITEM
404

City Commission

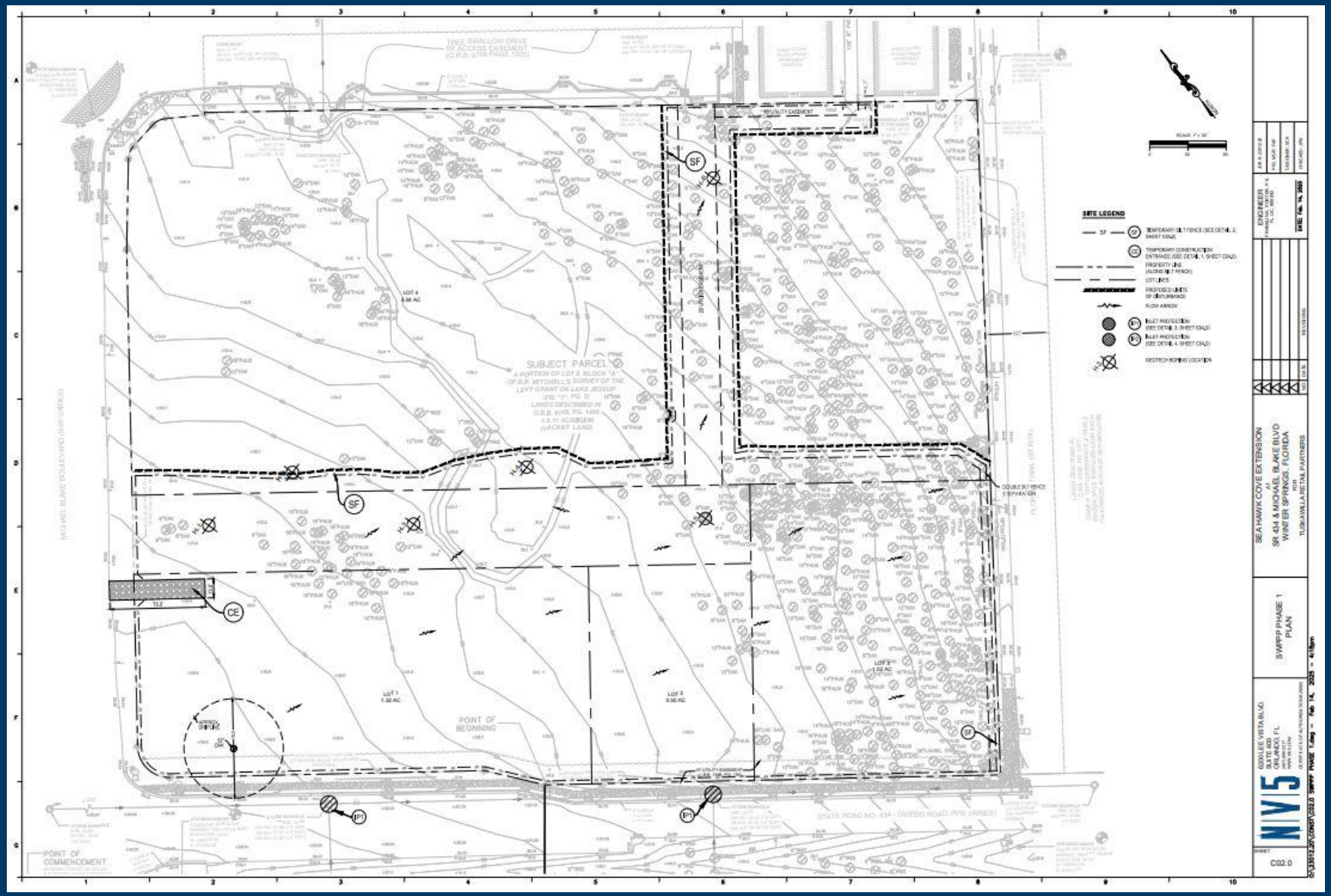
June 23, 2025

COMMUNITY DEVELOPMENT

Background

- Located at corner of State Road 434 and Michael Blake Blvd.
- Proposal is to extend Sea Hawk Cove to access 5 new lots that will have a mixture of commercial and residential uses.
- Property is zoned Town Center District, T-5 Transect.
- Applicant has submitted a Tree Removal Permit, Subdivision Application, a Waiver Application for adjusting the required lot sizes, a Waiver Application to widen the right-of-way width, and a Final Engineering/Site Plan Application for the extension of the Sea Hawk Cove to service the new lots.

Site Plan



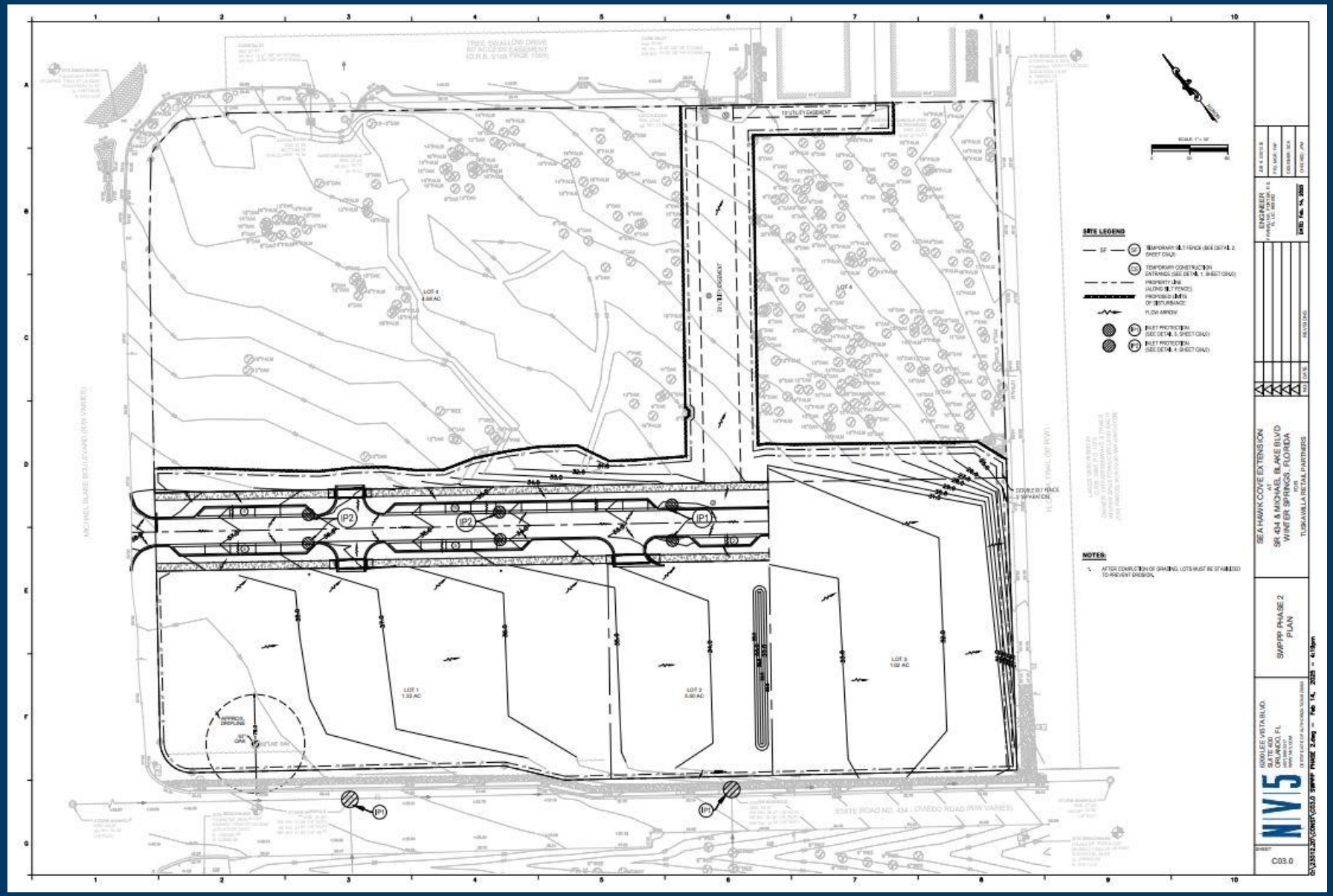
Sea Hawk Cove Extension
FEDP-2024-0009

AGENDA ITEM
404

City Commission

June 23, 2025

Site Plan



Sea Hawk Cove Extension
FEDP-2024-0009

AGENDA ITEM
404

City Commission

June 23, 2025

Proposed Conditions

The Planning & Zoning Board recommends that the City Commission approve FEDP-2024-0009 with the following conditions:

1. Execution of the Development Agreement.
2. Mitigation of specimen and non-specimen tree removal per the Arbor Permit Application, ARBOR-2025-0210. The applicant shall be required to pay $227,400 for the removal of the trees, including 3 specimen trees, prior to the issuance of the tree removal and land clearing permit.
3. Filing of a subdivision performance bond in a form acceptable to the City Attorney.
4. There shall be no retail sales, manufacturing, or compounding of any products derived from the hemp plant or cannabis plant, including CBD (cannabidiol).
5. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.
6. Address all comments in the Surveyor's report within 30 days of City Commission approval. The final plat cannot be recorded until the Surveyor's comments are addressed.
7. Preservation of the 52" specimen oak tree at the corner of SR 434 and Michael Blake Blvd.

Sea Hawk Cove Extension
FEDP-2024-0009

ANY QUESTIONS?

AGENDA ITEM
404

City Commission

June 23, 2025

COMMUNITY DEVELOPMENT

REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Purchase of one (1) Aquatech B10-1450 Combination Vac Truck by the Utilities Department

SUMMARY

Staff is requesting City Commission consider and approve the purchase of a 2024 Aquatech B10-1450 Combination Sewer and Vac Truck. The negotiated acquisition of this new Aquatech Vac Truck is to be purchased under the Florida Sheriffs' Association Contract FSA23-EQU21.0 Spec #372.

A vacuum truck is a crucial component of utility fleets, particularly in maintaining wastewater systems and responding to emergencies such as line breaks. It is vital that Utilities has access to several Vac Truck units to help manage the malfunctions caused by aging underground infrastructure as well as storms. This Vac Truck purchase will benefit the City by reducing the loss of response time, which can be critical when dealing with unexpected water and sewer incidents. Vacuum trucks play a fundamental role in responding to these emergencies by quickly removing spilled liquids and preventing contamination of water sources or soil. They efficiently extract large volumes of fluids, facilitating faster cleanup and repair operations. These trucks manage a wide range of materials, from liquid sludge and sewage to solid debris and hazardous waste making them indispensable for important utility tasks, including routine maintenance, emergency response, and industrial cleaning.

This new Vac Truck will be essential to the return of Lift Stations Operations to the City in October which are important components of the wastewater system. Lift Stations help in moving sewage from lower to higher elevations. These stations can sometimes get clogged or overwhelmed with debris, causing backups and other issues. Vacuum trucks are used to remove the accumulated solids and liquids from these stations, providing relief and ensuring smooth operation. The purchase of this updated Vac Truck machinery will ensure proper maintenance and repair at Lift Stations due to its superior high vacuum capabilities and its distinct ability to reach depths of up to 30 feet which is needed at many of the City’s stations.

The vendor, Pat's Pump and Blower, will accept the City's existing 2002 Vac-con Sewer Combination Cleaner as a trade-in valued at $50,000. The existing vehicle is fully depreciated and has reached the end of its useful life. The base price plus options total cost of $692,832.00 will be reduced to a net purchase price of $642,832.00.

The Public Works and Utility Department currently has three (3) Vac Trucks in operation. Two of these trucks are used by Utilities staff to maintain the water and wastewater systems. The oldest truck to be traded in with this purchase, is used by Public Works staff for cleaning and maintaining the storm drainage catch basins throughout the City. Contingent upon Commission approval and upon delivery of the new Combination Sewer and Vac Truck, one of the two trucks (2017 B10-1450 Combination Vac & Sewer Truck) currently used by Utilities staff will be transferred and utilized by Public Works staff to continue cleaning and maintaining the storm drainage catch basins. This truck is in considerably better condition than the trade-in truck. The truck exchange will require an inter-fund transfer from the Stormwater Fund to the Utility Fund in the approximate amount of $168,000 reflecting the depreciated value of the truck.

FUNDING SOURCE

Total purchase of $642,832.00 will be supplied via a line code transfer from CIP 410-36-3600-560650 to Machinery and Equipment G/L#410-36-3600-560640. Additionally the Water and Sewer fund will transfer the 2017 B10-1450 Truck to the Stormwater Utility to recover the depreciated value of the asset in the amount of approximately $168,000.

RECOMMENDATION

Staff recommends the City Commission approve the purchase of one (1) 2024 Aquatech B10-1450 Combination Sewer & Vac Truck from Pat's Pump and Blower for $642,832.00 to include a 2-year warranty on the vacuum blower system. Additionally, staff recommends authorizing the City Manager and the City Attorney prepare and execute any and all documents consistent with this agenda item. Staff is also requesting the transfer of the current 2017 Vac truck owned by Water and Sewer to the Stormwater Utility. In order to fund this transfer to the Stormwater Utility the City Manager is requesting a transfer of cash of approximately $168,000 from unused Capital Projects in Fund 303 Public Facilities as a budget amendment.

2141 W. Church St | Orlando, Fl 32805 | (407) 841-7867 | Fax 407 648-2096

To: City of Winter Springs
Cliffton Mullis
Public Works Superintendent
Re: Proposal for a new Aquatech Truck
Date: 05/22/2025

Mr. Mullis,

We are pleased to present to you the following offer based off the FSA contract **FSA23-EQU21.0, Spec #372**. This proposal is made with the intent of providing City of Winter Springs, the end-user, with a new Aquatech equipment. Please review the following:

BASE B10 **$331,000.00**

ADD OPTIONS SELECTED

B10-1450: Upgrade from a B10 module to a B10-1450 w/ 1,450gal water capacity.....$ 9,527.00
121005969: Unloader control system side & rear.....$ 7,688.00
A381920: Hibon model 840 (3800 CFM, 27“ Hg).....$ 40,768.00
A383923-2: Pneumatic vacuum breaker.....$ 5,708.00
300003530: Dual side water fill system.....$ 758.00
300002955: Cyclone separator w/ collection chamber.....$ 7,222.00
A384963: Debris door screen blank off plate.....$ 700.00
200050-MOD: Change rear door splash shield with splash bumper or tube bumper to one at 3 O’clock to 9 O’clock shield straight down on pipe bumper.....$ 6,600.00
A175252-3000-Cobra: Sewer hose 1" x 600' 3000 PSI.....$ 4,849.00
A388569: Lightning package (3 debris tank strobes, 5 flood lights, 1 arrowboard, 1 handheld spotlight).....$ 7,304.00
300004744: Tube rack, sliding vertical, 8 tube with storage.....$ 7,378.00
A131626: ½“ x 35‘ low pressure gun & hose assembly.....$ 680.00
121002494: ½“ x 75‘ wash down gun hose assembly w/ spring retracting reel…...$ 4,543.00
A381531-1: Remote lubrication manifold.....$ 1,748.00
A245901-4: Debris tank vibrator.....$ 3,611.00
121005979: Dual floor flushers & tank flush.....$ 6,145.00
J-2203: Additional tiger tail 3“, 20‘ rope.....$ 127.00
A385801: Aluminum tool trays on both sides of water tanks.....$ 1,748.00
A180552-1: 30“W x 18“D x 18“H toolbox.....$ 1,198.00
A180555-S: 60“W x 24“D x 24“H toolbox w/ shelf.....$ 1,981.00
A220260-CH-NC: Traffic cone holder (no cone).....$ 629.00
A382557-6: Dual Camera Split Monitor Reversing Camera system.....$ 3,320.00

SPECIFIED ADD FSA OPTIONS TOTAL	**$124,232.00**

NON-SPECIFIED FSA OPTIONS SUBJECT TO 1% CONTRACT DISCOUNT

WS49X: Western Starn 49X Chassis…….. $200,000.00
200064402: Hydro excavation water pump system at 2500 PSI…… $ 40,000.00

NON-SPECIFIED FSA OPTIONS TOTAL	$240,000.00
NON-SPECIFIED FSA OPTIONS TOTAL WITH 1% DISCOUNT	**$237,600.00**

Aquatech price breakdown

Base Unit B10	$331,000.00
Add-on options selected total	$124,232.00
Non-specified add-on options selected total	$237,600.00
Total	$692,832.00
[CREDIT] Trade-in credit for 2002 truck	$ 50,000.00

GRAND TOTAL	**$642,832.00**

Respectfully,
Shawn White
Territory Sales Manager
Phone: (407) 468-4094
Fax: (407) 648-2096
Email: shawn@patspump.com

AQUATECH™ B-SERIES

COMBINATION JET/VAC SYSTEM



THE POWER OF REARWARD THINKING

AQUATECH™
A PRODUCT OF HI-VAC® CORPORATION

AQUATECH™ B-SERIES

CLEANS UP EVERYTHING IN ITS PATH. INCLUDING THE COMPETITION.



REEL ADVANTAGE

The rear-mounted hose reel design with **180° hydraulic articulation** takes the operator off of the street and away from traffic.

REEL REACH

The rear-mounted hose reel puts more useable power in the hands of the operator with reach beyond the truck's width and a **12' work radius**.

REEL VIEW

An unobstructed, **270° view** provides a far-safer field of vision for the driver.



No hose reel, no boom impair driver visibility



BLOWS EVERYTHING ELSE AWAY

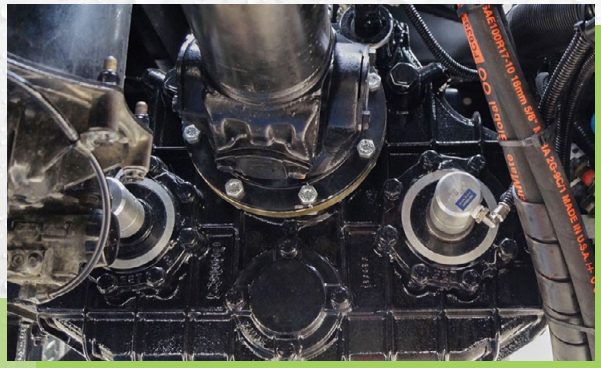
A high-performance **27" Hg blower** is the most powerful in the industry for faster, more efficient vacuum loading.

POWER EQUALS PRODUCTIVITY

The ultimate, get-in, get-out vacuum power and performance to make **quick work** of tough projects.

POWER WITHOUT PROBLEMS

The horizontal transfer case drive delivers quiet, **consistent power** with fewer parts and is virtually maintenance-free for less downtime.



VERSATILITY THAT SPEAKS VOLUMES

GO FROM SEWER CLEANER TO LARGE-VOLUME HYDRO EXCAVATOR WITH NO LOSS IN PERFORMANCE.

RUN CIRCLES AROUND SEWAGE

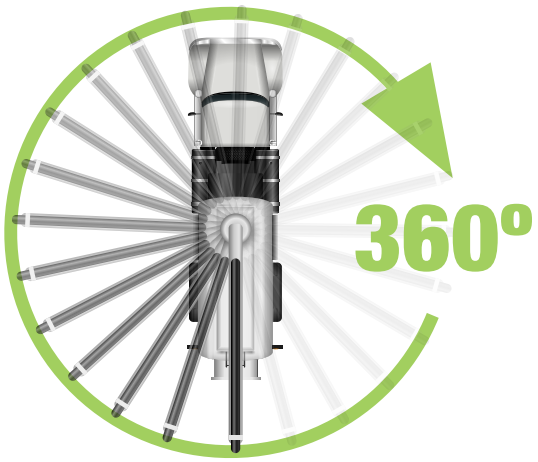
THE TOP-LOADING BOOM AND ONE-PIECE VACUUM HOSE PROVIDE UNLIMITED 360° OPERATION.

FREEDOM OF FLEXIBILITY

Industry-leading flexibility means safe, **easy placement** of the unit regardless of the manhole or excavation location.

MAXIMUM CAPACITY

Top-mounted boom design provides optimum load distribution and more usable payload capacity without hose bends that clog and wear.







CAPACITY MEETS VERACITY

The industry's only ASME-certified **6-15 cubic yard** debris tank. Water tank capacity from **570-1,750 gallons**.

Both the debris tank and the water tank are built for the long haul and are backed by an industry-leading lifetime warranty to prove it.

PRESSURE WITH PRECISION

A triplex pump design allows smooth, constant pressure with an efficient, reliable drive up to **150 GPM**.

THE NOISE POLLUTION SOLUTION

The rear hose reel operating position means less vibration, less heat, and **2× to 4× less noise** than front hose reel systems for reduced operator fatigue and increased safety.

Meets or exceeds OSHA requirements with industry's lowest dBA of 82 or less at the hose reel, eliminating the need for bulky ear protection.

No ear protection needed



CRAFTED WITHOUT COMPROMISE

B-SERIES
PROVEN

AQUATECH™
A PRODUCT OF HI-VAC® CORPORATION
ENGINEERING

HI-VAC® CORPORATION
INNOVATION



AQUATECH™
A PRODUCT OF HI-VAC® CORPORATION

aquatechinc.com

HI-VAC® CORPORATION

117 Industry Road | Marietta, Ohio 45750
Tel: 800.752.2400 | Fax: 740.374.5447

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Combo Vacuum and Sewer truck B10 Options Sheet

Item #372
Base Bid Item Price..... $331,000.00

Manufacturer Code		Option Price
AQUATECH MODULES		
B10-1450	Upgrade from a B10 module to a B10-1450 w/ 1,450gal water capacity.....	$ 9,527.00
B12	Upgrade from B10 module w/ 10yds capacity to B12 w/ 12yds of debris capacity...	$ 15,626.00
B15	Upgrade from B10 module w/ 10yds capacity to B15 w/ 15yds of debris capacity...	$ 20,815.00
F10	Upgrade from a rear reel to a front reel configuration w/ 10yds of debris capacity....	$ 49,800.00
F15	Upgrade from a rear reel to a front reel configuration w/ 15yds of debris capacity....	$ 54,900.00
VACUUM SYSTEM		
A383923-2	Pneumatic vacuum breaker.....	$ 5,708.00
300002955	Cyclone separator w/ collection chamber.....	$ 7,222.00
A340407	Roots model 827 (5900 CFM, 18“ Hg).....	$ 19,453.00
A381920	Hibon model 840 (3800 CFM, 27“ Hg).....	$ 40,768.00
WATER SYSTEM		
A384199	50 GPM @ 3000 PSI water system (cancels standard 80 GPM @ 2500 PSI)..	$ 5,751.00
A131626	½“ x 35‘ low pressure gun & hose assembly.....	$ 680.00
121002495	½“ x 75‘ high pressure gun & hose assembly w/ spring retracting reel.....	$ 4,543.00
121002494	½“ x 75‘ wash down gun hose assembly w/ spring retracting reel.....	$ 4,543.00
A249936-HYD-PATS	Hydraulic powered lateral cleaning system w/ 200‘ x ½“ hose.....	$ 6,989.00
A249437-2	Remote gear box sight glass.....	$ 699.00
121005969	Unloader control system side & rear.....	$ 7,688.00
A239902	Water purge / blowout system.....	$ 257.00
A381599-2	Hot water heater 400,000 BTU.....	$ 14,240.00
EASEMENT	Easement machine w/ 500‘ and 1“ dia. jetting hose.....	$ 48,168.00

DEBRIS TANK

A245901-4: Debris tank vibrator..... $ 3,611.00

A383990-2: Removable decant hose with disconnect and cap..... $ 825.00

NS-0034: Tank access steps to boom cleanout..... $ 860.00

300002178: 300 GPM pump-off system..... $ 9,960.00

121005979: Dual floor flushers & tank flush..... $ 6,145.00

A381339-3-12V: Rear door sludge pump..... $ 7,863.00

A381504: Debris level probe w/ audible visible arm..... $ 2,680.00

A381531-1: Remote lubrication manifold..... $ 1,748.00

200050050: Rear door splash shield w/ splash bumper to include one tiger tail holder..... $ 5,819.00

200050401: Rear door splash shield w/ tube bumper to include one tiger tail holder..... $ 5,974.00

A384963: Debris door screen blank off plate..... $ 700.00

A388575: Rear tow hooks..... $ 503.00

200050-MOD: Change rear door splash shield with splash bumper or tube bumper to one at 3 O'clock to 9 O'clock shield straight down on pipe bumper..... $ 6,600.00

WATER TANK

300003530: Dual side water fill system..... $ 758.00

A384092-2: Water tank signage mounting system (Artwork sold separately)..... $ 4,077.00

NS-0050: Signage artwork..... $ 2,155.00

BOOMS

200043000: 8'' x 23' ball & socket telescoping boom..... $ 10,484.00

200043010: 8'' x 23' flat flange telescoping boom..... $ 10,484.00

200043020: 8'' x 23' ring lock telescoping boom..... $ 10,484.00

200043060: 8'' x 25' ball & socket telescoping boom..... $ 12,173.00

200043070: 8'' x 25' flat flange telescoping boom..... $ 12,173.00

200043080: 8'' x 25' ring lock telescoping boom..... $ 12,173.00

20004460: 8" x 25' extendable boom ball & socket..... $ 5,000.00

20004470: 8" x 25' extendable boom flat flange..... $ 5,000.00

20004480:8" x 25' extendable boom ring lock..... $ 5,000.00

NS-0077: Boom mounted internal air/vac valve (flapper valve)..... $ 2,447.00

HOSE REEL

A382703-1: Auto level wind..... $ 6,151.00

A382703-2: Auto level wind w/ counter..... $ 6,663.00

A338664-7: Digital footage counter..... $ 5,254.00

A338664MANUAL: Manual level line w/ counter..... $ 2,191.00

A383276: Hose spring loaded..... $ 1,083.00

A176110: 20‘ leader hose..... $ 372.00

A175150-3000-Cobra: Sewer hose 3/4" x 500' 3000 PSI..... $ 3,315.00

A175167-3000-Cobra: Sewer hose 3/4" x 600' 3000 PSI..... $ 3,732.00

A175168-3000-Cobra: Sewer hose 3/4" x 700' 3000 PSI..... $ 4,353.00

A175169-3000-Cobra: Sewer hose 3/4" x 800' 3000 PSI..... $ 5,505.00

A175241-3000-Cobra: Sewer hose 1" x 500' 3000 PSI..... $ 4,293.00

A175252-3000-Cobra: Sewer hose 1" x 600' 3000 PSI..... $ 4,849.00

A175261-3000-Cobra: Sewer hose 1" x 700' 3000 PSI..... $ 5,656.00

A175271-3000-Cobra: Sewer Hose 1" x 800' 3000 PSI..... $ 6,691.00

STORAGE

300004744: Tube rack, sliding vertical, 8 tube with storage..... $ 7,378.00

A000364-1c: 18“ horizontal 8“ tube racks..... $ 934.00

A000364-1: 45“ horizontal 8“ tube racks..... $ 1,120.00

A180552-1: 30‘‘W x 18‘‘D x 18‘‘H toolbox..... $ 1,198.00

A180757-S: 48‘‘W x 24‘‘D x 24‘‘H toolbox w/ shelf..... $ 1,398.00

A180555-S: 60‘‘W x 24‘‘D x 24‘‘H toolbox w/ shelf..... $ 1,981.00

A180549-2: 72‘‘W x 15‘‘D x 36‘‘H toolbox w/ shelf..... $ 2,563.00

A385801: Aluminum tool trays on both sides of water tanks..... $ 1,748.00

A384668-3: Second tiger tail holder under rear splash plate bumper..... $ 449.00

A240404-6: Two 6‘‘ front bumper tube racks..... $ 961.00

A240404-1: Two 8‘‘ front bumper tube racks..... $ 961.00

CONTROLS

121004478: Foot pedal control..... $ 705.00

A249837: Hydraulic temperature gauge..... $ 761.00

A249206-2: Hydraulic body back-up system..... $ 5,548.00

A382557-1: Back up camera system..... $ 874.00

A382557-6: Dual Camera Split Monitor Reversing Camera system..... $ 3,320.00

360CAMERA: 360° camera system AHD recordable system, RAM monitor mount... $ 6,441.00

121002734: Additional hand-held wireless remote..... $ 1,708.00

121003719: On-board scale system, air ride suspension..... $ 3,611.00

121003723: On-board scale system, LOADMAXX, HENDRIC..... $ 5,870.00

LIGHTNING

121001375: Handheld LED spotlight..... $ 519.00

121002367: Dual amber strobe lights rear debris tank w/ guard..... $ 2,231.00

121002479: Strobe light right rear debris tank w/ guard..... $ 1,246.00

121002482: Strobe light left front debris tank w/ guard..... $ 1,307.00

121002484: Strobe light right front debris tank w/ guard..... $ 1,246.00

A120373-6: Amber arrowboard top rear tank..... $ 985.00

A380713-LED: Linear amber strobe lights..... $ 968.00

A388569: Lightning package (3 debris tank strobes, 5 flood lights, 1 arrowboard, 1 handheld spotlight)..... $ 7,304.00

BALL & SOCKET TUBES

A383961: Extension tube 8“ x 3‘ ball & socket..... $ 655.00

A383962: Extension tube 8“ x 4‘ ball & socket..... $ 680.00

A383963: Extension tube 8“ x 5‘ ball & socket..... $ 720.00

A383964: Extension tube 8“ x 6‘ ball & socket..... $ 750.00

A383965: Extension tube 8“ x 7‘ ball & socket..... $ 750.00

A383966: Extension tube 8“ x 8‘ ball & socket..... $ 780.00

A383967: Extension tube 8“ x 9‘ ball & socket..... $ 780.00

A383968: Extension tube 8“ x 10‘ ball & socket..... $ 800.00

A383969: Intake tube 8“ x 4‘ ball & socket..... $ 750.00

A383970: Intake tube 8“ x 6‘ ball & socket..... $ 770.00

A383971: Intake tube 8“ x 8‘ ball & socket..... $ 800.00

A384071: Fluidizer tube 8“ x 3‘ ball & socket..... $ 650.00

A383964-1: Fluidizer tube 8“ x 6‘ ball & socket..... $ 750.00

MISCELLANEOUS

AUTOLUBE: Auto-lubrication system, Groenveld..... $ 13,000.00

CSB-990: Setcom, LiberatorMax wireless headset noise-cancelling technology 900MHz (26-5007). Case of 2 units..... $ 895.00

A176150: Additional 25‘ x 2-1/2“ hydrant fill hose..... $ 334.00

10000551: 8“ manhole tube support..... $ 411.00

244263: 8“ tube handles..... $ 308.00

A176154: 50‘ x 2-1/2“ hydrant fill hose..... $ 577.00

A220260-CH-NC: Traffic cone holder (no cone)..... $ 629.00

A220330: Hydrant wrench..... $ 77.00

J-4000: THE POOK manhole pick & hook..... $ 431.00

J-2203: Additional tiger tail 3‘‘, 20‘ rope..... $ 127.00

A355080: Vertical spray gun..... $ 466.00

A255201-7.2: Linear nozzle 6.9 GPM..... $ 541.00

A255201-8.9: Linear nozzle 8.7 GPM..... $ 678.00

A255201-12.5: Linear nozzle 12.1 GPM..... $ 678.00

STK: Specialty Tool Kit (Customizable)..... $ 18,000.00

A388552: DOT safety kit..... $ 500.00

MAINTENANCE PACKAGE & EXTENDED WARRANTY

MAINTENANCE: Yearly preventive maintenance. Includes: Four quarterly maintenance visits per year to renew filters, oils, fluids to service the body and chassis. Inspection report will be provided at the end of each visit and will detail any and all required repairs out of warranty coverage..... $ 12,000.00

WARRANTY: Yearly extended warraty covering all parts and labor excluding wear items. Repairs are conducted in-house..... $ 16,000.00

CHASSIS

FREIGHTLINER: Hi-Vac approved Freightliner chassis..... $152,000.00

MACK: Hi-Vac approved Mack chassis..... $160,000.00

DOWNGRADE AQUATECH MODULES

B6: Downgrade from a B10 module to a B6 w/ 6yds of debris [DEDUCT].....-$ 16,534.00

B6-800: Downgrade from a B10 module to a B6 w/ 6yds of debris and 800gal water capacity [DEDUCT].....-$ 14,245.00

DL10: Downgrade from a B10 to a Daylighter w/ 10yds of debris [DEDUCT].....-$ 26,880.00

1% discount on unspecified options

REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

The Human Bean Coffee Shop FEDP-2025-0002 Final Engineering and Site Plan Revision

SUMMARY

On March 31, 2025 the City Commission approved FEDP-2025-0002 Final Engineering and Site Plan, Aesthetic Review, Development Agreement and Waiver applications for The Human Bean Coffee Shop to be constructed at 234 E SR 343 on the Venetion Square shopping center site. The applicant is requesting, to accommodate cost savings to the business owner, a plan revision replacing, with the exception of sidewalks and dumpster pad/slab, concrete surfacing with asphalt aggregate. The City's Professional Engineer has confirmed that stormwater design criteria for concrete material use is the same for asphalt and as such, there are no changes to the stormwater analysis previously approved. Site work permit COMM-2025-0324 was approved on June 8, 2025.

FUNDING SOURCE

RECOMMENDATION

The Community Development Department recommends that the City Commission review and approve The Human Bean Coffee Shop FEDP-2025-0002 Final Engineering and Site Plan revision replacing, with the exception of sidewalks and dumpster pad/slab, concrete surfacing with asphalt aggregate.

CONSTRUCTION PLANS
FOR
THE HUMAN BEAN
SITE REDEVELOPMENT
WINTER SPRINGS, FLORIDA
(PN: 26-20-30-5AR-0D00-0120)

LEGAL DESCRIPTION

(FROM BOUNDARY SURVEY PREPARED BY L&S DIVERSIFIED DATED 8/6/2019 PROJECT NO.: 190185)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SEMINOLE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

(PARCEL 2)

A TRACT OF LAND LYING IN SECTION 34, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF INTERSECTION OF MOSS ROAD AND THE LONGWOOD-OVIEDO ROAD, RUN SOUTH 88 DEGREES 23 MINUTES 42 SECONDS EAST, 701.16 FEET ALONG THE CENTERLINE OF THE LONGWOOD-OVIEDO ROAD; THENCE NORTH 01 DEGREES 36 MINUTES 18 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 36 MINUTES 18 SECONDS EAST, 115.00 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 42 SECONDS EAST, 322.00 FEET; THENCE NORTH 01 DEGREES 36 MINUTES 18 SECONDS EAST, 289.88 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 42 SECONDS EAST 16.09 FEET; THENCE NORTH 01 DEGREES 36 MINUTES 18 SECONDS EAST, 293.94 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 15 SECONDS EAST, 416.35 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SHERRY AVENUE; THENCE SOUTH 26 DEGREES 02 MINUTES 06 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 75.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 284.34 FEET AND A CENTRAL ANGLE OF 34 DEGREES 41 MINUTES 22 SECONDS; THENCE ALONG THE ARC OF SAID CURVE 172.15 FEET TO A POINT ON A CURVE; THENCE SOUTH 72 DEGREES 38 MINUTES 37 SECONDS WEST, 162.49 FEET; THENCE SOUTH 17 DEGREES 21 MINUTES 23 SECONDS EAST, 190.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE LONGWOOD-OVIEDO ROAD, SAID POINT BEING A POINT ON A CURVE HAVING A RADIUS OF 1230.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 58 MINUTES, 15 SECONDS AND A CHORD BEARING OF SOUTH 86 DEGREES 37 MINUTES 10 SECONDS WEST; THENCE ALONG THE ARC OF SAID CURVE 214.05 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88 DEGREES 23 MINUTES 42 SECONDS WEST, 340.08 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3731, PAGE 881.

CIVIL ENGINEER

MEI PARTNERS, LLC
1035 S. SEMORAN BLVD., SUITE 1029
WINTER PARK, FLORIDA 32792
PHONE: (321) 203-2852
FAX: (321) 203-2948
ATTN: KEVIN S. HEBERT, PE
EMAIL: kevinh@mei-partners.com

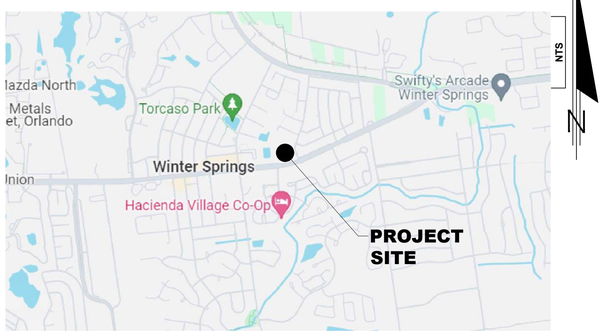
LANDSCAPE ARCHITECT

BORTON DESIGN, INC.
1354 N. KYLE WAY
SAINT JOHNS, FLORIDA 32259
PHONE: (904) 287-1996
ATTN: BRIAN D. BORTON, RLA
EMAIL: bdb@bortondesign.com

SURVEYOR

ELLIS SURVEYS, LLC
P.O. BOX 160952
ALTAMONTE SPRINGS, FLORIDA 32716
PHONE: (407) 834-4003
ATTN: ROBERT A. ELLIS, P.L.S.
EMAIL: bob@ellissurveys.com

LOCATION MAP



PREPARED FOR

PBC CONSTRUCTION, LLC
1200 HILLCREST STREET, SUITE 101
ORLANDO, FLORIDA, 32803

PREPARED BY

MEI PARTNERS
1035 S. Semoran Blvd., Suite 1029
Winter Park, FL 32792 CA 33154
P: 321.203.2852 | F: 321.203.2948
www.mei-partners.com

MEI PROJECT NO.: 160003

REV. DATE: 6/16/2025

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IRRIGATION PLAN	LS-02
LANDSCAPE PLAN SPECIFICATIONS / DETAILS	LS-03
BOUNDARY AND TOPOGRAPHIC SURVEY	S1

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KEVIN S. HEBERT, PE 60108

THE HUMAN BEAN SITE DEVELOPMENT

REV. DATE: 6/16/2025

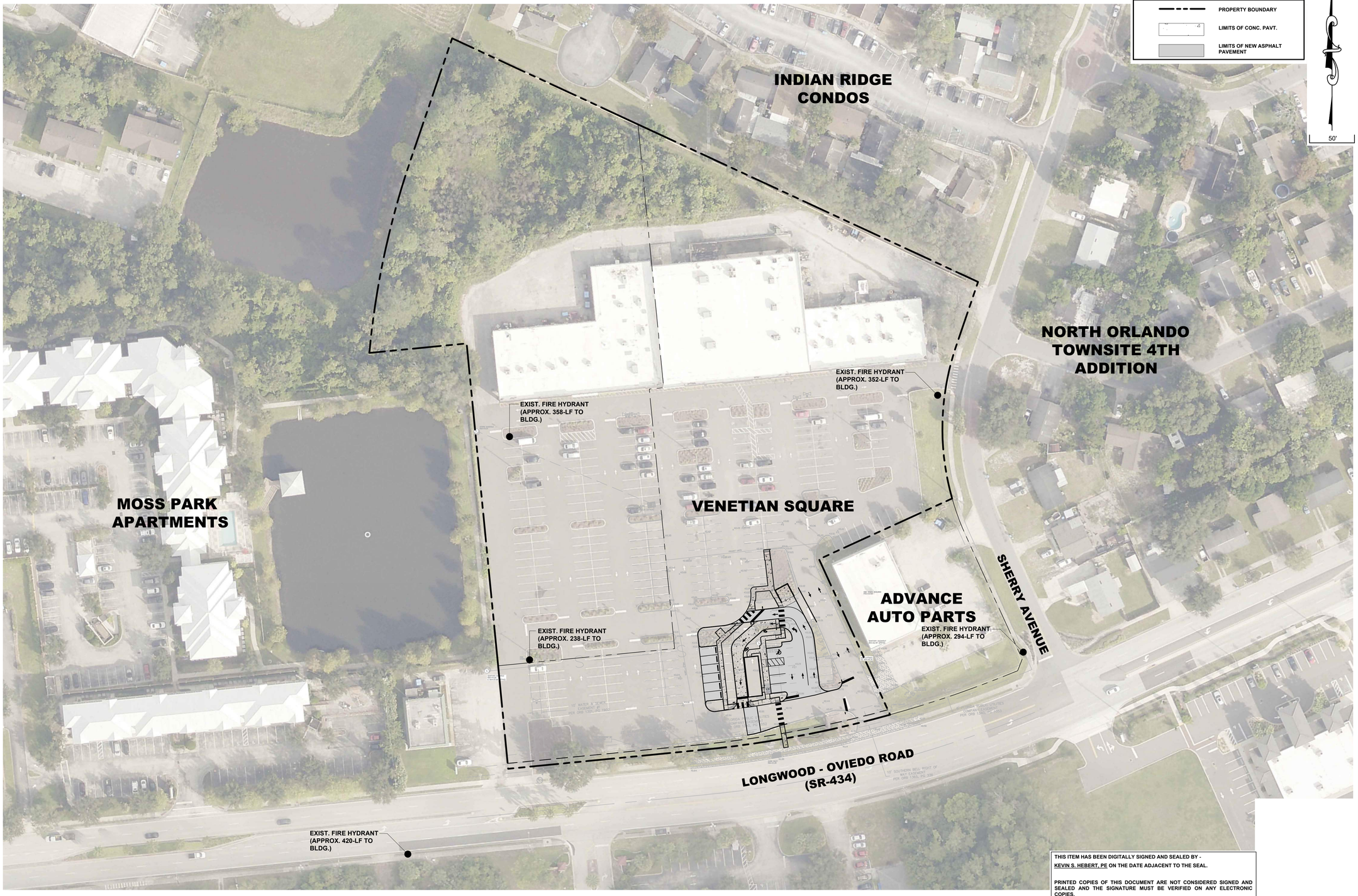
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4	6/16/2025	FIELD ADJUSTMENT FOR PAVEMENT MATERIAL	KSH
3	10/24/2024	RESPONSE TO CITY COMMENTS	KSH
2	9/19/2024	RESPONSE TO CITY COMMENTS	KSH
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JOB NO. 160003
SCALE: AS NOTED
START: 6/20/2024
DESIGN: DJ
DRAWN: DJ
CHECKED: KSH
APPROVED: KSH

160003 - THE HUMAN BEAN SITE REDEVELOPMENT

THE HUMAN BEAN SITE REDEVELOPEMNT

260 E. SR-434 WINTER SPRINGS, FLORIDA 32708

WINTER SPRINGS FLORIDA

OVERALL SITE PLAN

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EROSION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS IN ADDITION TO ALL REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT.

2. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR MAINTAINING THE EROSION AND SEDIMENTATION CONTROL MEASURES NECESSARY TO PREVENT SEDIMENTATION FROM DISCHARGING TO ADJACENT PROPERTIES, WETLANDS, ETC., ANY STOP WORK ORDERS, FINES, ETC. THAT ARE IMPOSED ON THE PROJECT DUE TO THE DISCHARGING OF SILT AND/OR SEDIMENTATION TO ADJACENT PROPERTIES, WETLANDS, ETC. SHALL BE FULLY BORNE BY THE CONTRACTOR. EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE MEASURES SHOWN HEREON ARE THE MINIMUM REQUIRED AND ADDITIONAL MEASURES MAY BE REQUIRED. AT NO TIME SHALL THE MEASURES BE IN SUCH DISREPAIR THAT THEY ALLOW THE DISCHARGE OF SEDIMENTATION OR SILT FROM THE PROJECT ONTO ADJACENT PROPERTIES, WETLANDS, ETC.. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A DAILY BASIS. THE MEASURES ARE TO BE MAINTAINED AND/OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT COMPLYING WITH APPLICABLE STATE WATER QUALITY STANDARDS DURING CONSTRUCTION AS SPECIFIED IN THE PERMITS. ALL WATER AND WIND EROSION SHALL BE MINIMIZED AS DEFINED IN THE SPECIFICATIONS AND PERMITS. THE SPECIFICATIONS PROVIDE ONLY A MINIMUM REQUIREMENT FOR EROSION AND SEDIMENTATION CONTROL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT CONTROL MEASURES NOT SHOWN IN SPECIFICATIONS. ALL COSTS ASSOCIATED WITH TURBIDITY CONTROL AND SEDIMENT STABILIZATION SHALL BE BORNE BY THE CONTRACTOR.

4. THE LIMITS OF CONSTRUCTION HAVE BEEN PROVIDED TO THE CONTRACTOR ON THE CONSTRUCTION PLANS. UNLESS OTHERWISE DIRECTED BY THE OWNER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES TO BE WITHIN THESE LIMITS. AT NO TIME SHALL THE CONTRACTOR DISTURB OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER(S). ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS ON SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE BORNE BY THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

5. THE OWNER AND/OR CONTRACTOR SHALL PROVIDE A NOTICE-OF-INTENT IN ACCORDANCE WITH CRITERIA SET FORTH IN THE NPDES PERMIT REQUIREMENTS 48-HOURS PRIOR TO BEGINNING CONSTRUCTION, CLEARING, OR DEMOLITION.

6. CONTRACTOR SHALL PROVIDE EFFECTIVE TEMPORARY AND PERMANENT EROSION CONTROL FOLLOWING THE REQUIREMENTS IN SECTION-104 OF THE STATE DEPT. OF TRANSPORTATION STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

7. AT THE END OF EACH DAY, THE CONTRACTOR SHALL HAVE THE SITE GRADED IN SUCH A WAY AS TO NOT CAUSE ANY ADVERSE IMPACT FROM RUNOFF OR SILTATION TO ANY ADJACENT PROPERTIES. SILTATION BARRIERS SHALL BE MAINTAINED AND REPAIRED, IF REQUIRED, AT THE END OF THE WORKING DAY.

8. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENTATION RESULTING FROM SURFACE RUNOFF UNTIL COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CAUSE SEDIMENT RUNOFF. FILTER FABRIC SHALL BE PLACED AND MAINTAINED UNDER THE GRATE, AND FILTER SOCKS PLACED IN FRONT OF THE THROAT OF CURB INLETS DURING CONSTRUCTION.

9. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO CONTROL TURBIDITY INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REMOVING THE BARRIERS UPON COMPLETION OF CONSTRUCTION. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTERS 62 - 302 AND 62 - 4, FLORIDA ADMINISTRATIVE CODE.

10. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.

11. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT THE TIME OF ACCEPTANCE.

12. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER EROSION AND SEDIMENT CONTROL DEVICE IS REMOVED AND NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM TO THE EXIST. GRADE, PREPARED, AND SEEDED.

13. THE CONTRACTOR MUST INSTALL AND MAINTAIN GRASS, SEED AND MULCH, OR SOD ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETED FINAL GRADES, AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES TO ANY DOWNSTREAM WATER BODY, WETLAND, OR OFF-SITE PROPERTY. SODDING ON SLOPES 3:1 AND STEEPER SHALL BE STAKED.

14. THE CONTRACTOR SHALL SEED AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION UNLESS SODDING, OR OTHER MORE READILY EFFECTIVE STABILIZATION PRACTICES ARE SPECIFIED ON THE PLANS.

15. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.

16. AFTER PERMANENT STABILIZATION OF ALL AREAS (BY SOD, PLANTING, PAVEMENT OR RIP-RAP) AND WITH APPROVAL BY OWNERS REPRESENTATIVE, CONTRACTOR WILL REMOVE ALL EROSION CONTROL MEASURES.

17. CONTRACTOR SHALL DIRECT ALL STORMWATER RUNOFF FROM WITHIN THE LIMITS OF CONSTRUCTION TOWARDS THE STORMWATER MANAGEMENT AREA.

18. FOR ADDITIONAL INFORMATION ON EROSION AND SEDIMENT CONTROL, REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER), CHAPTER 6.

19. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.

20. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT FROM A WATER QUALITY VIOLATION INCLUDING BUT NOT LIMITED TO LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.

21. ALL DISTURBED AREAS SHALL BE STABILIZED IN AN EFFORT TO MINIMIZE EROSION.

22. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) ACCORDING TO EPA/FDEP NPDES CRITERIA TO MINIMIZE EROSION AND INSURE PROPER FUNCTIONING OF STORMWATER MANAGEMENT SYSTEM UPON COMPLETION OF CONSTRUCTION. IN ADDITION TO MEETING EPA/FDEP NPDES CRITERIA, THE SWPPP SHALL BE SUBMITTED TO AND COMPLY WITH THE LOCAL AGENCY HAVING JURISDICTION'S MINIMUM EROSION CONTROL CRITERIA.

23. THE CONTRACTOR SHALL PERFORM INSPECTIONS ON THE EFFECTIVENESS OF THE EROSION/SEDIMENT CONTROL EFFORTS DAILY AND WITHIN 24 HOURS AFTER EACH 0.50-IN OR GREATER RAINFALL EVENT AND IMPLEMENT/PERFORM NECESSARY REMEDIES IMMEDIATELY.

24. SEDIMENTATION CONTROLS/BMPs SHALL PREVENT STORMWATER RUNOFF WITH TURBIDITY GREATER THAN 29-NTUs FROM LEAVING THE CONSTRUCTION SITE.

25. CONTRACTOR SHALL CONTROL DUST RESULTING FROM CLEARING AND GRUBBING OPERATIONS TO PREVENT NUISANCE TO ADJACENT PROPERTY OWNERS AND THE GENERAL PUBLIC. CONTRACTOR SHALL USE DUST CONTROL METHODS AND MATERIALS APPROVED BY THE CITY OF WINTER SPRINGS.

26. IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES.

27. NO CONSTRUCTION SHALL COMMENCE WITHOUT AN INSPECTED AND APPROVED SITE WORK PERMIT FROM THE CITY OF WINTER SPRINGS. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE FULLY INSTALLED, INSPECTED, AND APPROVED BY THE CITY OF WINTER SPRINGS PRIOR TO CONSTRUCTION ACTIVITY.

SAFETY NOTES

1. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL.

2. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

3. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, "ROADWAY AND TRAFFIC DESIGN STANDARDS" SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT.

4. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.

5. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

6. ALL SIGNS AND MARKINGS TO COMPLY WITH THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE APPLICABLE JURISDICTIONAL LAND DEVELOPMENT CODE.

CLEARING AND SITE PREPARATION NOTES

1. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED, SODDED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL.

2. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS.

3. THE CONTRACTOR IS TO REMOVE ALL PAVING MARKED FOR DEMOLITION WHICH INCLUDES BUT IS NOT LIMITED TO ALL ASPHALT, CONCRETE, BASE, AND RETAINING WALLS (INCLUDING FOOTERS).

4. THE CONTRACTOR SHALL SAW-CUT A SMOOTH STRAIGHT EDGE ON ANY PAVEMENT PROPOSED FOR DEMOLITION PRIOR TO ITS REMOVAL. PRIOR TO CONNECTING PROPOSED PAVEMENT TO EXISTING PAVEMENT, THE CONTRACTOR SHALL ENSURE THAT THE EDGE OF THE EXISTING PAVEMENT IS STRAIGHT AND UNIFORM.

5. THE CONTRACTOR SHALL REMOVE ALL UNSALVAGEABLE MATERIALS, ORGANIC MATERIAL, AND YARD WASTE FROM THE SITE IMMEDIATELY, AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.

DEMOLITION NOTES

1. CONTRACTOR SHALL OBTAIN AND SECURE ALL NECESSARY PERMITS AND APPROVALS FROM GOVERNING AUTHORITIES FOR PROPER REMOVAL AND DEMOLITION OF EXISTING IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO SEPTIC TANKS, DRAIN FIELDS, POTABLE WELLS, AND IRRIGATION WELLS. THIS EFFORT SHALL ALSO INCLUDE THE DISCONNECTION OF EXISTING UTILITIES WHETHER TEMPORARY OR PERMANENT. CONTRACTOR SHALL FURNISH A COPY OF ALL NECESSARY PERMITS AND APPROVALS TO THE OWNER PRIOR TO COMMENCING THE WORK.

2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CLEARLY DESIGNATE THE LIMITS OF CONSTRUCTION ON-SITE. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OUTSIDE THE LIMITS OF CONSTRUCTION.

3. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES, OR LOCAL AUTHORITIES, FURNISHING GAS, WATER, ELECTRICAL, TELEPHONE, SEWER SERVICE, ETC. TO ALLOW THEM TO REMOVE, RELOCATE, DISCONNECT, CAP OR PLUG THEIR SERVICES TO FACILITATE DEMOLITION.

4. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS, ABOVE OR BELOW GROUND, SHOWN ON THESE PLANS AND ALL OTHER UTILITIES AND OTHER IMPROVEMENTS NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROMPT REPAIR OF ALL UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER, AND SHALL MAINTAIN SUFFICIENT PROTECTION TO ALL UTILITIES REQUIRED TO PROTECT THEM FROM DAMAGE AND TO PROTECT THE PUBLIC DURING CONSTRUCTION. CONTRACTOR SHALL HOLD AND SAVE THE OWNER HARMLESS AGAINST ALL CLAIMS AND DAMAGES. MEI PARTNERS IS NOT RESPONSIBLE FOR ANY UNFORESEEN CONDITIONS AND / OR UNDERGROUND UTILITIES SHOWN, OR NOT SHOWN, HEREON.

5. IN AREAS REQUIRING FILL MATERIAL, THE CONTRACTOR SHALL STRIP OR OTHERWISE REMOVE ALL VEGETATION SUCH AS BRUSH, HEAVY SODS, HEAVY GROWTH OF GRASS, DECAYED VEGETATION MATTER, RUBBISH AND ANY OTHER DELETERIOUS MATERIAL BEFORE EMBANKMENT IS PLACED. IMMEDIATELY PRIOR TO THE PLACING OF FILL MATERIAL, THE ENTIRE AREA UPON WHICH FILL IS TO BE PLACED, SHALL BE SCARIFIED IN A DIRECTION APPROXIMATELY PARALLEL TO THE AXIS OF FILL. THE GEOTECHNICAL ENGINEER SHALL APPROVE THE AREA PRIOR TO THE PLACEMENT OF FILL.

6. THE CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES THAT ARE TO BE SAVED, WHETHER SHOWN IN THE PLANS OR DESIGNATED IN THE FIELD.

7. ALL PRACTICAL AND NECESSARY EFFORT SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL.

8. TREE PROTECTION BARRICADES OR EQUIVALENT PROTECTIVE MEASURES WILL BE CONSTRUCTED ACCORDING TO THE LOCAL JURISDICTION'S CRITERIA FOR TREES TO REMAIN WITHIN THE LIMITS OF CONSTRUCTION. NO CONSTRUCTION ACTIVITY, EXCAVATION, OR FILL MAY TAKE PLACE WITHIN STAKED AREAS. ANY ROOT PRUNING ACTIVITIES SHALL BE SUPERVISED BY A LANDSCAPE ARCHITECT.

9. ANY PROPOSED CUT OR FILL MATERIAL TO BE REMOVED OR PLACED WITHIN THE DRIP LINE OF SPECIMEN TREES TO REMAIN, INCLUDING TRENCHING FOR PROPOSED IMPROVEMENTS SUCH AS UTILITIES, WILL REQUIRE THE ADVANCED PRE-TREATMENT OF EACH IMPACTED TREE BY A QUALIFIED ARBORIST OR AT THE DIRECTION OF THE LANDSCAPE ARCHITECT TO MINIMIZE THE POTENTIALLY ADVERSE IMPACTS OF CONSTRUCTION.

10. THE CONTRACTOR SHALL BE SUBJECT TO ANY FINES IMPOSED BY THE OWNERS AND / OR THE GOVERNING AGENCIES FOR THE REMOVAL OF ANY TREE THAT IS SHOWN WITHIN THESE CONSTRUCTION DOCUMENTS TO BE SAVED.

11. DEBRIS DUMPSTER SERVICE SHALL BE CONTRACTED THROUGH WASTEPRO. CONTACT TOM DALY AT TDALY@WASTEPROUSA.COM; 407.774.0800.

12. NO CONSTRUCTION SHALL COMMENCE WITHOUT AN INSPECTED AND APPROVED SITE WORK PERMIT FROM THE CITY OF WINTER SPRINGS. TEMPORARY CONSTRUCTION FENCE WITH MESH SHALL BE FULLY INSTALLED, INSPECTED, AND APPROVED PRIOR TO CONSTRUCTION ACTIVITIES.

UTILITY COORDINATION NOTE

1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO BOUNDARY AND TOPOGRAPHIC SURVEY BY ELLIS SURVEYS, LLC (24-1407, DATED 3/26/2024).

2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.

3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

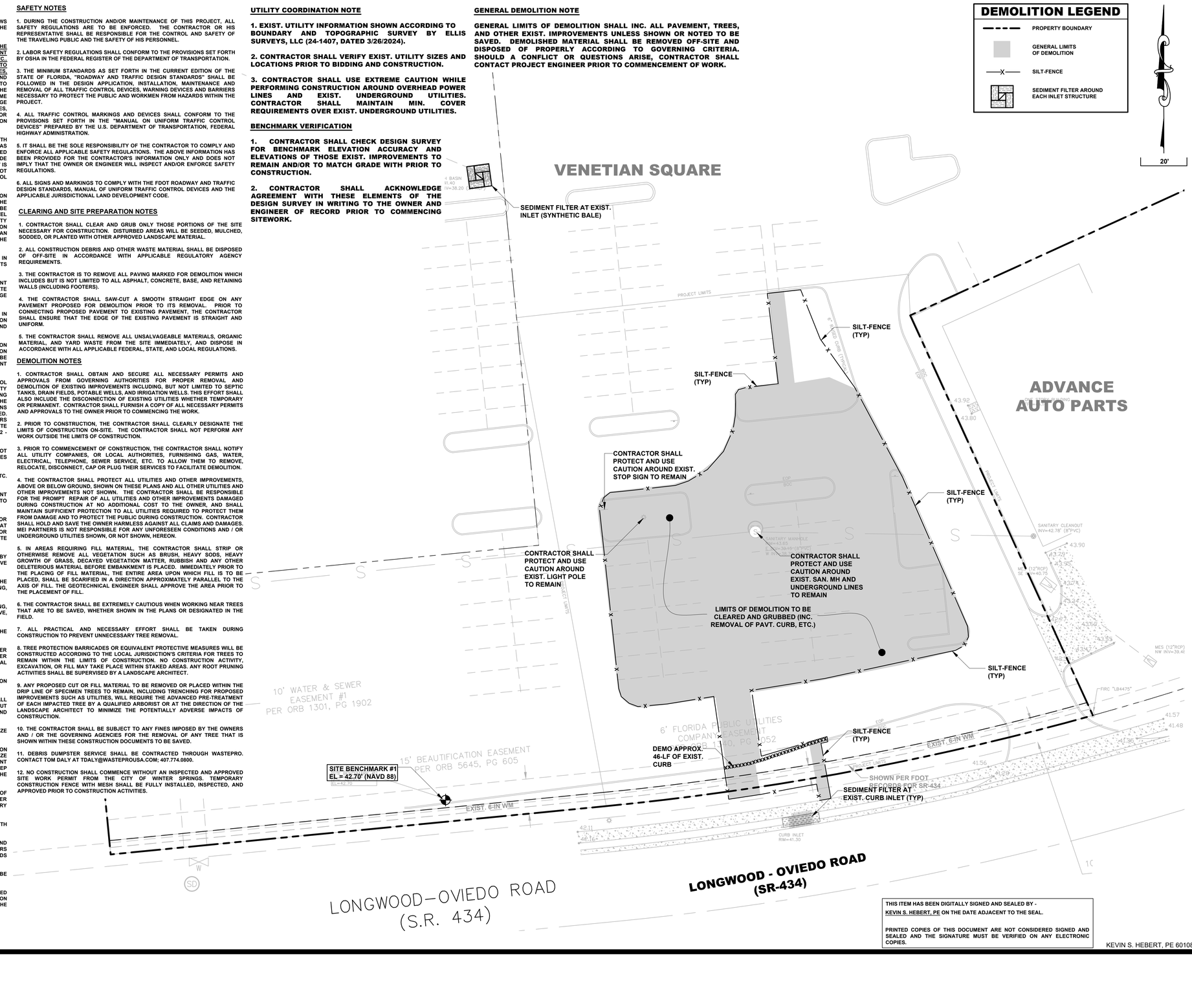
BENCHMARK VERIFICATION

1. CONTRACTOR SHALL CHECK DESIGN SURVEY FOR BENCHMARK ELEVATION ACCURACY AND ELEVATIONS OF THOSE EXIST. IMPROVEMENTS TO REMAIN AND/OR TO MATCH GRADE WITH PRIOR TO CONSTRUCTION.

2. CONTRACTOR SHALL ACKNOWLEDGE AGREEMENT WITH THESE ELEMENTS OF THE DESIGN SURVEY IN WRITING TO THE OWNER AND ENGINEER OF RECORD PRIOR TO COMMENCING SITEWORK.

GENERAL DEMOLITION NOTE

GENERAL LIMITS OF DEMOLITION SHALL INC. ALL PAVEMENT, TREES, AND OTHER EXIST. IMPROVEMENTS UNLESS SHOWN OR NOTED TO BE SAVED. DEMOLISHED MATERIAL SHALL BE REMOVED OFF-SITE AND DISPOSED OF PROPERLY ACCORDING TO GOVERNING CRITERIA. SHOULD A CONFLICT OR QUESTIONS ARISE, CONTRACTOR SHALL CONTACT PROJECT ENGINEER PRIOR TO COMMENCEMENT OF WORK.



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160003 - THE HUMAN BEAN SITE REDEVELOPMENT

THE HUMAN BEAN SITE REDEVELOPMENT

260 E. SR-434 WINTER SPRINGS, FLORIDA 32708

WINTER SPRINGS FLORIDA

DEMOLITION AND EROSION CONTROL PLAN

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GENERAL NOTES

1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN ON PLANS.

2. CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO BOUNDARY AND TOPOGRAPHIC SURVEY FOR ALL HORIZONTAL LINE DIMENSIONS.

3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION AND SUPPLY THEM WITH THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED CONSTRUCTION SCHEDULE, ALL REQUIRED SHOP DRAWINGS AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE

4. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE HIS ACTIVITIES, AS NECESSARY, TO INTERFACE SMOOTHLY WITH WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES.

5. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.

6. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT.

7. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST REVISION.

8. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.

9. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY CONSTRUCTION. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL APPROVED PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND REGULATORY AUTHORITIES. ANY PENALTIES, STOP WORK ORDERS OR ADDITIONAL WORK RESULTING FROM THE CONTRACTOR BEING IN VIOLATION OF THE REQUIREMENTS ABOVE SHALL BE FULLY BORNE BY THE CONTRACTOR.

10. THE CONTRACTOR SHALL NOTIFY SUNSHINE LOCATORS FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION AT 1-800-432-4770, MONDAY THROUGH FRIDAY 7:00 AM TO 4:30 PM. CHAPTER 553 - 851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THE DRAWINGS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS (IF ANY) AND DO NOT SHOW SERVICE LINES.

11. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC SILT PEAT AREAS, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFF-SITE AND MATERIALS TO BE DISPOSED OF OFF-SITE. ALL OF WHICH WILL AFFECT HIS PRICING. ANY DELAY, INCONVENIENCE, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL, AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFF-SITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.

12. THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN ALL WORK IS LAID OUT (SURVEY STAKED), SO THAT A DETERMINATION MAY BE MADE OF SPECIFIC TREES TO BE REMOVED.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING ANY CONSTRUCTION ACTIVITIES FROM TAKING PLACE OUTSIDE OF THE LIMITS OF CONSTRUCTION SHOWN ON THE PLANS. ANY ON-SITE OR OFF-SITE AREAS DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER. ALL ON-SITE AREAS DISTURBED BY THE CONSTRUCTION SHALL BE STABILIZED WITH SOD (BAHIA), UNLESS OTHERWISE NOTED. ALL OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED IN KIND. AT A MINIMUM, ALL PERVIOUS OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED WITH BAHIA.

14. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ONE SET OF AS-BUILT DRAWINGS TO THE ENGINEER OF RECORD AND ONE SET TO THE OWNER ONE WEEK AFTER COMPLETING CONSTRUCTION .

15. ALL CONTRACTORS, MUNICIPALITY REPRESENTATIVES, AND UTILITY COMPANIES ARE RESPONSIBLE FOR THEIR RESPECTIVE SURVEYING AND LAYOUT FROM BENCHMARK PROVIDED ON CONSTRUCTION PLANS. ANY SURVEY MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR. THE COST FOR REPLACEMENT OF THE MONUMENTATION SHALL BE BORNE BY THE COMPANY RESPONSIBLE FOR DISTURBING SAID MONUMENTATION.

16. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE PERFORMED IN A WORKMAN LIKE MANNER AND IN STRICT ACCORDANCE WITH THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE MUNICIPALITY, THE PLANS, AND CONSTRUCTION SPECIFICATIONS. WHERE CONFLICTS OR OMISSIONS EXIST, THE MUNICIPALITY'S STANDARDS SHALL DICTATE. SUBSTITUTIONS AND DEVIATION FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE OWNER AND/OR ENGINEER.

17. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING MATERIALS. ANY MATERIAL, STRUCTURES, ETC. ORDERED PRIOR TO RECEIVING APPROVAL BY THE ENGINEER OF RECORD IS SUBJECT TO BE REJECTED AND REPLACED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL CONTACT THE ENGINEER FOR A LIST OF MINIMUM SHOP DRAWING MATERIALS TO BE SUBMITTED FOR REVIEW.

18. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY DEWATERING PERMIT NECESSARY TO COMPLETE THE WORK SHOWN WITHIN THESE PLANS. ALL DEWATERING COSTS ASSOCIATED WITH THE INSTALLATION AND CONSTRUCTION OF THE UNDERGROUND UTILITIES; STORMWATER PIPES AND MANHOLES; SANITARY SEWER MAINS, FORCE MAINS, MANHOLES, LIFT STATIONS AND STORMWATER MANAGEMENT SYSTEMS SHALL BE INCLUDED AS PART OF THE CONSTRUCTION BID COSTS.

19. PLANS AND SPECIFICATIONS REQUIRE THAT FILL REQUIRED FOR THE COMPLETION OF THE PROJECT SHALL BE COMPACTED. THE BACKFILL PLACED ALONG SIDE OF AND OVER ALL UTILITIES SHALL ALSO BE COMPACTED TO 98% OF MAXIMUM OBTAINABLE DRY DENSITY PER AASHTO T-180 UNLESS OTHERWISE SPECIFIED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTS PERFORMED BY AN INDEPENDENT TESTING LABORATORY. THE CONTRACTOR SHALL PAY FOR ALL COMPACTION TESTS AND RE-TESTS. THE ENGINEER AND OWNER SHALL BE COPIED ON ALL COMPACTION TESTS TO VERIFY BACKFILL COMPACTION.

20. HANDICAP RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND BE IN ACCORDANCE WITH STATE REGULATIONS FOR HANDICAP ACCESSIBILITY.

21. ALL PROPOSED IMPROVEMENTS WITHIN THE ROAD RIGHT-OF-WAY WILL BE DEDICATED TO THE AGENCY HAVING JURISDICTION FOR PUBLIC USE.

22. CONSTRUCTION OBSERVATION WILL BE PROVIDED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

23 ALL SIDEWALKS SHALL BE HANDICAPPED ACCESSIBLE UNLESS OTHERWISE SHOWN.

SIDEWALK REQUIREMENTS-
- THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%.
- IF THE LONGITUDINAL SLOPE OF THE SIDEWALK EXCEEDS 1:20 (5%), IT IS CONSIDERED A RAMP AND A LEVEL LANDING MUST BE PROVIDED FOR EVERY 30-IN CHANGE IN ELEVATION AND IN SUCH CASES HANDRAILS MAY BE REQUIRED.

SIDEWALK CURB RAMP REQUIREMENTS-
- A LANDING MUST BE PROVIDED AT THE TOP OF RAMP WITH SLOPE THAT DOES NOT EXCEED 2% IN ANY DIRECTION.
- THE CROSS SLOPE MUST NOT EXCEED 2%.
- THE LONGITUDINAL SLOPE MUST NOT EXCEED 1:12.
- THE RAMP SHALL HAVE A DETECTABLE WARNING SURFACE THAT SPANS THE FULL WIDTH OF THE DROP/FLUSH CURB.

24. PARKING BAYS MEASUREMENT (I.E. "10 SPACES @ 9'=90-FT) IS FROM FACE-OF-CURB TO FACE-OF-CURB.

SITE DATA

NAME OF DEVELOPMENT-
THE HUMAN BEAN

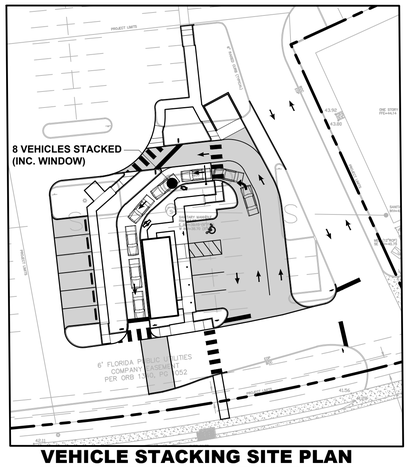
PARCEL ID. NO.-
26-20-30-5AR-0D00-0120

CURRENT ZONING-
C-1 NEIGHBORHOOD COMMERCIAL

SITE DESCRIPTION-
- VEGETATION: THE SITE IS CURRENTLY DEVELOPED AS A SHOPPING PLAZA WITH PARKING FIELD.
- JURISDICTIONAL LANDS: N/A WITHIN PROJECT AREA.
- DRAINAGE: STORMWATER TREATMENT AND ATTENUATION WILL BE PROVIDED BY EXIST. STORMWATER SYSTEM ON-SITE. THE SITE SAW A NET REDUCTION IN IMPERVIOUS AREA. NO ALTERNATION TO EXIST. STORMWATER MANAGEMENT SYSTEM IS REQUIRED.
- FEMA FLOOD ZONE(S): THE WHOLE SITE LIES WITHIN ZONE "X" PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM NO. 12117C0160F DATED REVISED SEPTEMBER 28, 2007.

PROPOSED DEVELOPMENT-
- TOTAL PROPERTY AREA = 4.37-AC
- TYPE OF CONSTRUCTION - REDEVELOPMENT OF SOME OF THE EXIST. PARKING FIELD INC. DEMOLITION, DRIVE AISLES, PARKING SPACES, LANDSCAPE ISLANDS, DRIVEWAY CONNECTION AND CONSTRUCTION OF A NEW PARKING AREA AND COFFEE SHOP WITH DRIVE-THRU.
- EXIST. PARKING SPACES PROVIDED = 298 SPACES (INC. 5 HC)
- NUMBER OF PARKING SPACES REMOVED = 23 SPACES
- NUMBER OF PARKING SPACES ADDED = 4 SPACES (INC. 1 HC)
- TOTAL NET PARKING SPACES REMOVED = 19 SPACES
- NUMBER OF REMAINING PARKING SPACES = 279 SPACES (INC. 6 HC)

DATA SUMMARY-
- NUMBER OF ANTICIPATED PHASES = 1
- NUMBER OF BUILDINGS = 2 (1 EXIST. AND 1 NEW)
- TOTAL SITE AREA = 0.39±AC
- TOTAL IMPERVIOUS AREA = 66.5% (0.26-AC)
  BLDG. COVERAGE = 4.1% (692-SF)
  VEHICLE USE AREA = 50.1% (0.19-AC)
  SIDEWALKS = 12.3% (0.05-AC)
- OPEN SPACE (LANDSCAPE AREA) = 33.5% (0.13-AC)



VEHICLE STACKING SITE PLAN
NTS

UTILITY COORDINATION NOTE

1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO BOUNDARY AND TOPOGRAPHIC SURVEY BY ELLIS SURVEYS, LLC (24-1407, DATED 3/26/2024).

2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.

3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

BENCHMARK VERIFICATION

1. CONTRACTOR SHALL CHECK DESIGN SURVEY FOR BENCHMARK ELEVATION ACCURACY AND ELEVATIONS OF THOSE EXIST. IMPROVEMENTS TO REMAIN AND/OR TO MATCH GRADE WITH PRIOR TO CONSTRUCTION.

2. CONTRACTOR SHALL ACKNOWLEDGE AGREEMENT WITH THESE ELEMENTS OF THE DESIGN SURVEY IN WRITING TO THE OWNER AND ENGINEER OF RECORD PRIOR TO COMMENCING SITEWORK.

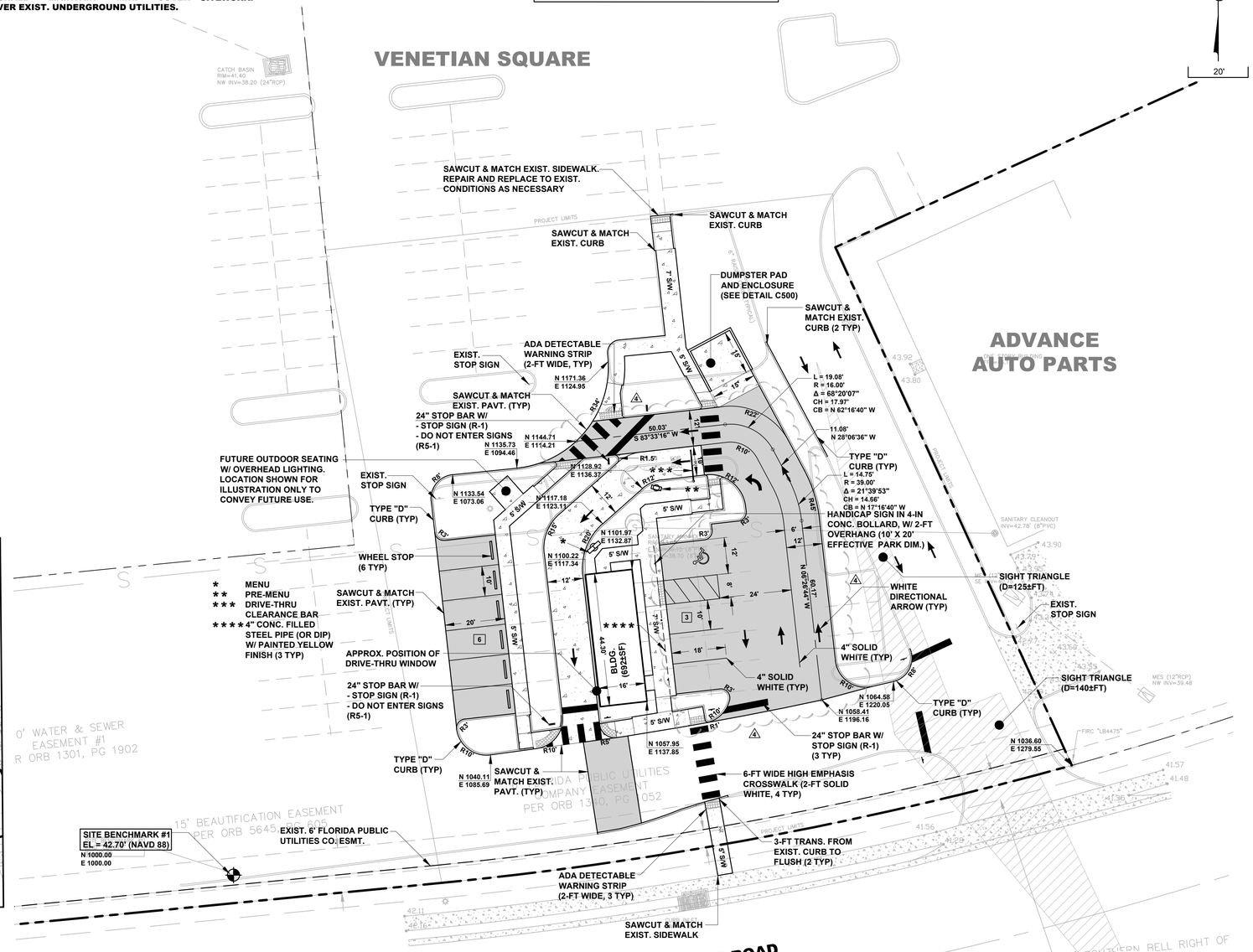
TRIP GENERATION

TRIP GENERATION MANUAL, 11TH EDITION

ITE LUC	LAND USE	SIZE	WEEKDAY DAILY PEAK TRIPS AM	PM
938	COFFEE SHOP DRIVE-THRU	1-LANE	46	17
WEEKDAY TOTAL DAILY TRIPS (ADT) =			179	

SITE LEGEND

- PROPERTY BOUNDARY
- LIMITS OF CONC. PAVT.
- LIMITS OF NEW ASPHALT PAVEMENT



NO	DATE	DESCRIPTION OF REVISION	REV BY
6			
5	6/16/2025	FIELD ADJUSTMENT FOR PAVEMENT MATERIAL	KSH
4	3/5/2025	RESPONSE TO PLANNING AND ZONING BOARD CONDITIONS	KSH
3	10/24/2024	RESPONSE TO CITY COMMENTS	KSH
2	9/10/2024	RESPONSE TO CITY COMMENTS	KSH
1	8/19/2024	RESPONSE TO CITY COMMENTS	KSH

JOB NO. 160003
SCALE: AS NOTED
START: 6/20/2024
DESIGN: DJ
DRAWN: DJ
CHECKED: KSH
APPROVED: KSH

160003 - THE HUMAN BEAN SITE REDEVELOPMENT

THE HUMAN BEAN
SITE REDEVELOPMENT
260 E. SR-434 WINNER SPRINGS, FLORIDA 32708
WINTER SPRINGS FLORIDA

SITE GEOMETRY PLAN

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P: 321.203.2852 | F: 321.203.2948
www.mei-partners.com

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FILE:\\ Cloned\MEI Partners — Projects\160 PRE-Construction\003 The Human Bean\CAD\Plots\Site PT 160003.dwg

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY - KEVIN S. HEBERT, PE ON THE DATE ADJACENT TO THE SEAL.

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KEVIN S. HEBERT, PE 60108

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PAVING AND DRAINAGE NOTES

1. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLANS.

2. CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO SURVEY BY ELLIS SURVEYS, LLC. FOR ALL HORIZONTAL LINE DIMENSIONS.

3. TOPO INFORMATION SHOWN ON THESE PLANS PROVIDED BY SURVEY BY ELLIS SURVEYS, LLC. (NAVD 88).

4. ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHERWISE NOTED ON PLANS. SOD INSTALLED ON SLOPES 3:1 OR GREATER SHALL BE HELD IN PLACE WITH 12-IN STAPLES.

5. PROPOSED GRADING OF LANDSCAPED / ENHANCED AREAS DEPICT FINAL GRADES UPON NECESSARY FILL AND SODDING / GRASSING.

6. THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF ANY EXCESS MATERIALS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY TESTING TO ASSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE, AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH TESTING AND SHALL PROVIDE THE OWNER AND THE ENGINEER WITH COPIES OF THE CERTIFICATION OF COMPACTION FROM THE TESTING COMPANY.

8. GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. NO STANDING WATER ("BIRDBATHS") SHALL REMAIN WITHIN THE PARKING AREAS INCLUDING THOSE AREAS NEXT TO THE INLET. ALL SLOPES SHALL PROVIDE POSITIVE DRAINAGE INTO THE INLETS. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER A MINIMUM OF FORTY-EIGHT(48) HOURS PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

9. ALL MATERIALS AND CONSTRUCTION METHODS ARE TO BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 400 (CONCRETE STRUCTURES) AND THE APPLICABLE FDOT INDEX NUMBER DETAIL AS SHOWN IN FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

10 ALL ORGANIC SOILS BELOW UTILITY TRENCHES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL AND COMPACTED TO NO LESS THAN 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T - 180).

11. STABILIZED SUBGRADE TO BE FDOT TYPE "C".

12. ALL CONCRETE FLUMES, WALKS, AND CURBS SHALL BE CONSTRUCTED WITH 3,000-PSI (AT 28 DAYS) CONCRETE UNLESS OTHERWISE NOTED.

13. ALL CURBS SHALL HAVE CONTRACTION JOINTS AT INTERVALS NOT TO EXCEED 10-FT ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 520 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.

14. ALL AREAS WITHIN THE RIGHT-OF-WAY SHALL BE FINISHED GRADED WITH A SMOOTH TRANSITION INTO EXISTING GROUND. ALL SWALES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING. ALL DISTURBED AREAS SHALL BE SODDED AFTER FINAL GRADING IN ACCORDANCE WITH THE CONSTRUCTION PLANS PRIOR TO FINAL INSPECTION. ALL GRASSING (SOD) SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL ACCEPTANCE BY THE OWNER/OPERATOR. ANY SOD INSTALLED ADJACENT TO CURBS AND SIDEWALKS SHALL BE INSTALLED FLUSH WITH THE TOP OF SAID CURB/SIDEWALK, IN ORDER TO PROVIDE A SMOOTH GRADE TRANSITION AND ALLEVIATE TRIPPING HAZARDS.

15. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND, INCLUDING SPRINKLERS, SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGES AND TESTED OR INSPECTED PRIOR TO THE CONSTRUCTION OF THE PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE OWNER.

16. ALL FILL MATERIALS SHALL BE FREE OF MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH, OR OTHER UNSUITABLE MATTER.

17. ALL EXCESS USEABLE MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER. EXCESS MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USEABLE (INONORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE. THE OWNER MAY, AT HIS SOLE DISCRETION, REQUIRE THE CONTRACTOR, AT NO ADDITIONAL EXPENSE TO THE OWNER, TO PROPERLY REMOVE AND DISPOSE OF ANY EXCESS MATERIAL, WHETHER USEABLE OR ORGANIC. FILL MATERIALS PLACED UNDER ROADWAYS SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. ALL OTHER AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. REFER TO SOILS REPORT FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND THE OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.

19. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOIL TESTING COMPANY AND BE PLACED COMPACTED ACCORDING TO THESE PLANS OR THE REFERENCED SOILS REPORT.

20. CONTRACTOR SHALL TRIM, TACK, AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.

21. CONTRACTOR TO PROVIDE A 1/2-IN TO 1-IN BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENTS OF CONCRETE AND OTHER MATERIALS (BUILDINGS, OTHER POURED CONCRETE, ETC.).

22. THE CONTRACTOR SHALL PROVIDE OWNER AND ENGINEER PAVEMENT AS-BUILTS. AS-BUILTS SHALL CONTAIN AT A MINIMUM, BUT NOT LIMITED TO, PAVEMENT WIDTHS, PAVEMENT CROSS SLOPES, AND DRAINAGE DIRECTIONS WITH HIGH POINTS DELINEATED. THE AS-BUILT SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR AND SHALL BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS DEFINED IN CHAPTER 61G-17.006, FAC.

23. FOR SPECIFIED REINFORCED CONCRETE PIPE (RCP), THE PIPE SHALL BE CLASS III WITH RUBBER GASKET JOINTS. RCP SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 941. RUBBER GASKETS SHALL CONFORM TO SECTION 942.

24. ALL STORM PIPE JOINTS AT STRUCTURE CONNECTIONS SHALL BE FILTER FABRIC WRAPPED PER DETAIL SHOWN IN FDOT INDEX NO. 201. ALL STORM PIPE JOINTS SHALL HAVE A FILTER FABRIC JACKET PER DETAIL SHOWN IN FDOT INDEX NO. 280. ALL STORM STRUCTURE BOTTOMS (NOT INCLUDING SUMP STRUCTURES) SHALL HAVE GROUTED BOTTOMS AS SPECIFIED IN 'ALL PIPE TYPES DRAINAGE STRUCTURE INVERT' DETAIL IN FDOT INDEX NO. 201.

25. ALL OTHER RELATED ITEMS REQUIRED FOR THE CONSTRUCTION OF THE STORM SEWER (OUTFALL PROTECTION, POLLUTION CONTROL, ETC.) ARE TO BE IN ACCORDANCE WITH DETAILS SHOWN ON THE CONSTRUCTION PLANS, FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (LATEST EDITION).

26. CONNECT ALL ROOF DRAINS TO DRAINAGE SYSTEM USING 6" HDPE PIPE AT A MIN. SLOPE OF 1% USING APPROPRIATE FITTINGS AS NECESSARY. ALL FITTINGS SHALL BE 30° MIN. BELOW FINISHED GRADE. PROVIDE CLEANOUTS FOR ALL ROOF DRAINS. (REFER TO ARCHITECTURAL PLANS FOR EXACT SIZES AND LOCATIONS.)

27. CONTRACTOR SHALL CONNECT HDPE TO RCP WITH INTERNAL COUPLER SPIGOT ADAPTER, WRAPPING THE JOINT WITH A NON-WOVEN GEOTEXTILE MATERIAL, AND POURING A CONCRETE COLLAR AROUND THE CONNECTION. BACKFILL PER ASTM D2321.

28. UNDERDRAIN SHOWN HEREON IS BASED ON THE PROJECT GEOTECHNICAL REPORT. THE CONTRACTOR SHALL PROVIDE 20' MIN. UNDERDRAIN STUB-OUTS TO EACH SIDE OF EACH STORM INLET. FINAL DETERMINATION OF LIMITS OF UNDERDRAIN WILL BE BASED ON TEST HOLE OBSERVATIONS AT THE TIME OF ROADWAY CONSTRUCTION.

29. THE ENTIRE BUILDING AREA PLUS 5-FT BEYOND THE EDGE OF EACH FOUNDATION SHOULD BE CLEARED AND GRUBBED. REMOVE AND REPLACE ANY UNSUITABLE MATERIAL. BACKFILL WITH STRUCTURAL FILL IN 12-IN LIFTS TO THE PROPOSED GRADE SHOWN ON PLAN. COMPACT TO 98% DENSITY AASHTO T-180, ONE (1) DENSITY TEST PER 5,000-SF PER LIFT (MIN).

30. SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREAS AS SHOWN ON THE CONSTRUCTION PLANS AND AS SHOWN IN THE DETAIL INCLUDED HEREIN. THE SIDEWALK SHALL BE CONSTRUCTED OF 4-IN OF CONCRETE UNLESS OTHERWISE NOTED.

31. WHERE SIDEWALK IS PROPOSED TO MEET BUILDING FINISHED FLOOR, SPOT ELEVATIONS SHALL NOT TO BE LOWER THAN FINISHED FLOOR ELEVATION BY MORE THAN 0.50-IN (0.04-FT).

32. CONSTRUCTION OF THE ROADWAY SHALL BE IN ACCORDANCE WITH THE PAVEMENT SECTION INCLUDED IN THESE PLANS AND THE GEOTECHNICAL REPORT. ANY CONFLICTS BETWEEN THE PAVEMENT SECTION SHOWN WITHIN THESE PLANS AND THE GEOTECHNICAL REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTRACT BID. NO ADDITIONAL COMPENSATION WILL BE GIVEN TO THE CONTRACTOR FOR BIDDING THE WRONG PAVEMENT SECTION. SUBGRADE PREPARATION AND PAVEMENT INSTALLATION SHALL CONFORM TO FDOT STANDARDS AND GEOTECHNICAL REPORT RECOMMENDATIONS.

33. ALL PAVING SURFACES IN INTERSECTIONS AND ADJACENT SECTIONS SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE FLOW ARROWS ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. APPROACHES TO INTERSECTIONS AND ENTRANCES AND EXIT GRADES TO INTERSECTIONS WILL HAVE TO BE STAKED IN THE FIELD AT DIFFERENT GRADES THAN THE CENTERLINE GRADES SHOWN ON THE PLANS. IN THESE AREAS, IT MAY ALSO BECOME ADVISABLE TO MAKE MINOR LOCAL FIELD ADJUSTMENTS IN THE CENTERLINE GRADES TO ACCOMPLISH THE PURPOSES OUTLINED. IN ADDITION, THE STANDARD CROWN WILL HAVE TO BE CHANGED IN ORDER TO DRAIN POSITIVELY IN THE AREA OF INTERSECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE AND THE ENGINEER SHALL BE CONSULTED SO THAT HE MAY MAKE ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS OR GIVE SUPPLEMENTARY INSTRUCTIONS TO ACCOMPLISH THE INTENT OF THE PLANS.

34. CONTRACTOR SHALL REFER TO PROJECT GEOTECHNICAL REPORT FOR SOIL BORINGS AND DESIGN AND CONSTRUCTION RECOMMENDATIONS.

35. REFER TO SHEET No. C500 FOR PAVING AND DRAINAGE DETAILS.

UTILITY COORDINATION NOTE

1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO BOUNDARY AND TOPOGRAPHIC SURVEY BY ELLIS SURVEYS, LLC (24-1407, DATED 3/26/2024).

2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.

3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

AS-BUILT NOTE

UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A REGISTERED LAND SURVEYOR. THIS "AS-BUILT" INFORMATION SHALL INCLUDE INVERT ELEVATIONS, LOCATION OF FITTINGS, LOCATION OF STRUCTURES FOR ALL UTILITIES INSTALLED, CONTROL STRUCTURES, AS WELL AS TOP OF BANK, TOE OF SLOPE, GRADE BREAK LOCATIONS, AND ELEVATIONS FOR POND AND DITCH CONSTRUCTION. NO ENGINEER'S CERTIFICATION FOR CERTIFICATE OF OCCUPANCY PURPOSES WILL BE MADE UNTIL THIS INFORMATION IS RECEIVED AND APPROVED BY THE ENGINEER OF RECORD.

TESTING AND INSPECTION REQUIREMENTS

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE GEOTECHNICAL ENGINEER. UPON COMPLETION OF THE WORK, THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. THE OWNER WILL RETAIN THE SERVICES OF A QUALIFIED TESTING LABORATORY TO PERFORM ALL TESTING NECESSARY AS REQUIRED BY THESE PLANS AND THE VARIOUS AGENCIES. THE OWNER SHALL PAY THE COSTS OF ALL INITIAL TESTING. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.

WATER QUALITY TREATMENT VOLUME CALCULATIONS

WITHIN 0.39±AC PROJECT AREA

PRE-DEVELOPMENT IMPERVIOUS AREA = 13,347-SF
POST-DEVELOPMENT IMPERVIOUS AREA = 11,319-SF
* IMPERVIOUS AREA NET REDUCTION = 2,028-SF (15.2%) IN POST CONDITIONS.

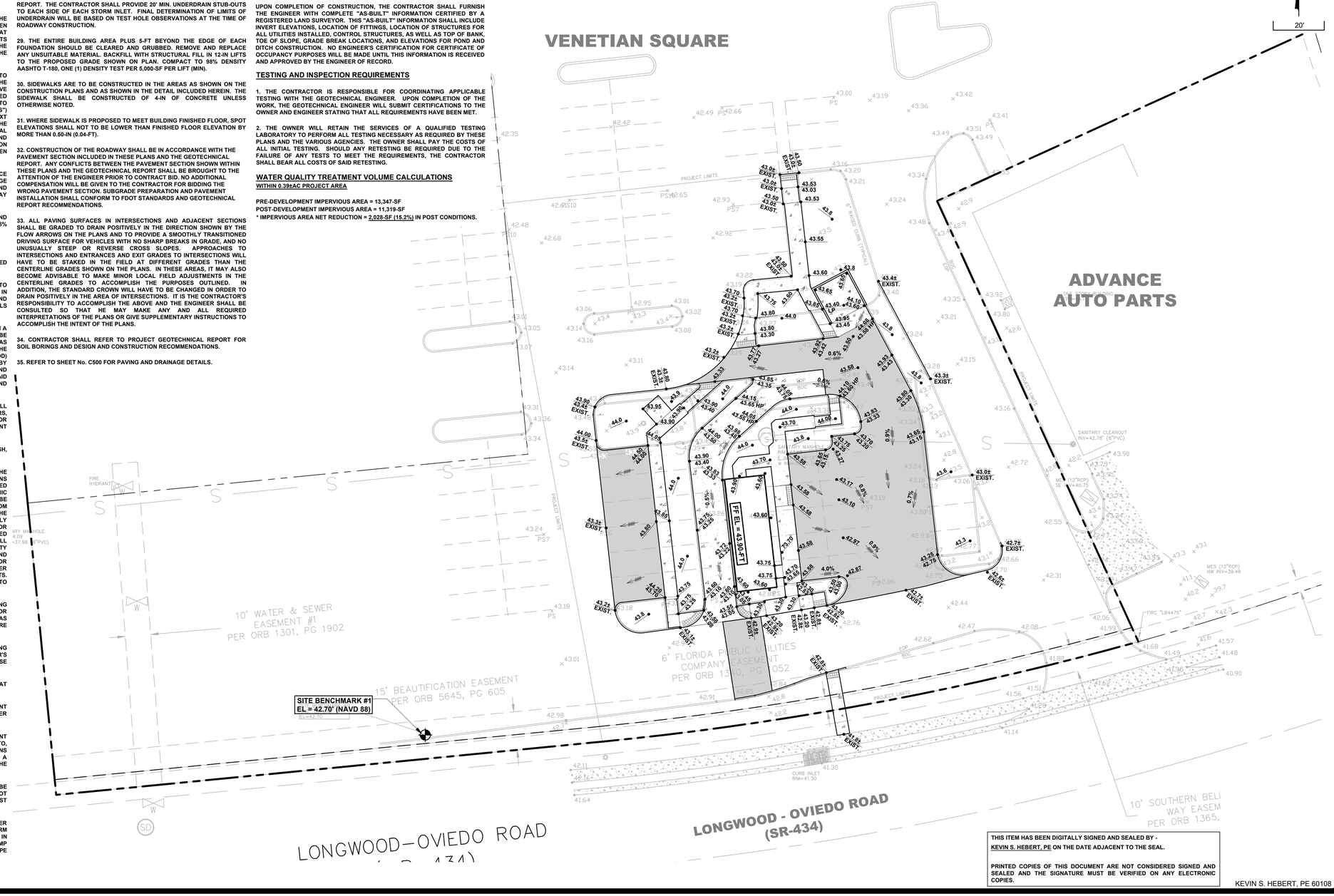
BENCHMARK VERIFICATION

1. CONTRACTOR SHALL CHECK DESIGN SURVEY FOR BENCHMARK ELEVATION ACCURACY AND ELEVATIONS OF THOSE EXIST. IMPROVEMENTS TO REMAIN AND/OR TO MATCH GRADE WITH PRIOR TO CONSTRUCTION.

2. CONTRACTOR SHALL ACKNOWLEDGE AGREEMENT WITH THESE ELEMENTS OF THE DESIGN SURVEY IN WRITING TO THE OWNER AND ENGINEER OF RECORD PRIOR TO COMMENCING SITEWORK.

DRAINAGE LEGEND

- PROPERTY BOUNDARY
- EXIST. SPOT ELEVATIONS
- PROPOSED SPOT ELEVATIONS (EDGE OF PAVEMENT)
- (TOP OF CURB) (EDGE OF PAVEMENT)



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
KEVIN S. HEBERT, PE ON THE DATE ADJACENT TO THE SEAL.

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KEVIN S. HEBERT, PE 60108

NO	DATE	DESCRIPTION OF REVISION	REV BY
6			
5			
4	6/16/2025	FIELD ADJUSTMENT FOR PAVEMENT MATERIAL	KSH
3			
2	10/24/2024	RESPONSE TO CITY COMMENTS	KSH
1	9/10/2024	RESPONSE TO CITY COMMENTS	KSH

JOB NO. 160003
SCALE: AS NOTED
START: 6/20/2024
DESIGN: DJ
DRAWN: DJ
CHECKED: KSH
APPROVED: KSH

160003 - THE HUMAN BEAN SITE REDEVELOPMENT

THE HUMAN BEAN
SITE REDEVELOPMENT
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WINTER SPRINGS FLORIDA

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FILE:M:\Drawn\MEI Partners – Projects\160 PBC Construction\003 The Human Bean\CAD\Plots\PS-PIT 160003.dwg

WATER AND SEWER NOTES

1. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION OF THESE PLANS AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL ALSO EXPOSE ALL EXISTING UTILITIES AT THE CROSSINGS TO VERIFY THAT THE PROPOSED DESIGN DOES NOT CONFLICT WITH THE EXISTING UTILITIES. ANY CORRECTIONS, REPERMITTING, OR DELAYS CAUSED BY THE CONTRACTOR'S FAILURE TO EXPOSE THE EXISTING UTILITIES PRIOR TO COMMENCING ANY UNDERGROUND WORK SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND NO EXTRA COMPENSATION OR TIME WILL BE ALLOWED. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES, WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE BY THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE UTILITIES ARE RELOCATED IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. IT IS REQUESTED THAT UTILITY COMPANIES MOVE THEIR PARTICULAR UTILITIES. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

2. CONTRACTOR SHALL LOCATE ALL EXIST. UTILITIES AND VERIFY SIZES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ALL EXIST. UTILITIES REQUIRED FOR CONSTRUCTION. THIS INCLUDES BUT IS NOT LIMITED TO POWER, IRRIGATION, VALVES, AND RESETTING MANHOLE TOPS. ALL EXIST. IMPROVEMENTS SHALL BE REPAIRED, RELOCATED, AND REPLACED TO EXIST. CONDITIONS.

3. CONTRACTOR SHALL VERIFY ALL EXISTING SANITARY SEWER AND WATER MAIN LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION. IF THERE IS SIGNIFICANT DISCREPANCY (±1'), CONTACT THE PROJECT ENGINEER IMMEDIATELY.

4. ALL EXISTING WATER, FORCE, GRAVITY AND RECLAIMED WATER MAINS, AND OTHER FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.

5. CONTRACTOR SHALL ADJUST VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, ETC., IN CONFLICT WITH CONSTRUCTION.

6. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGES TO UTILITIES' MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY UTILITIES, UTILITIES MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.

7. ALL EXISTING AND NEW UTILITIES VALVES, VALVE BOXES, AND MANHOLES SHALL BE PROTECTED AND ADJUSTED TO FINISHED GRADE AS SHOWN ON THE DRAWINGS. ALL EXISTING ABOVE GROUND VALVES ARE TO BE RELOCATED, AS REQUIRED.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KNOWING THE CONTACT AND PHONE NUMBER FOR THE APPROPRIATE UTILITIES DISPATCH OPERATOR TO BE NOTIFIED FOR EMERGENCIES.

9. ALL NEW WATER & SEWER TAPS TO BE PERFORMED BY UTILITY CONTRACTOR OR LICENSED MASTER PLUMBER, MUST BE SCHEDULED 48 HOURS IN ADVANCE THROUGH CITY OF WINTER SPRINGS.

10. FOR ALL STANDARD DETAILS, SEE CITY OF WINTER SPRINGS STANDARD SPECIFICATIONS & DETAILS, LATEST REVISIONS.

11. ONLY UTILITIES SHALL OPERATE WATER, WASTEWATER, AND RECLAIMED WATER VALVES. COORDINATE VALVE OPERATION WITH APPROPRIATE UTILITIES INSPECTOR.

12. ALL NEW VALVES BEING INSTALLED SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED. DO NOT CONNECT ANY PROPOSED WATER MAIN TO ANY EXISTING WATER MAIN UNLESS CLEARED BY UTILITIES.

13. THE UTILITY IMPROVEMENTS AND ADJUSTMENTS SHOWN ON THESE PLANS ARE INTENDED TO MAINTAIN THE INTEGRITY OF THE VARIOUS JURISDICTIONAL WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROPRIATE JURISDICTIONAL UTILITY MANUAL.

14. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND, INCLUDING SPRINKLERS, SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGES PRIOR TO THE CONSTRUCTION OF THE PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE OWNER.

15. ALL GATE VALVES INCLUDE CAST IRON VALVE BOX.

16. ALL SERVICES SHALL BE INSTALLED PER CITY OF WINTER SPRINGS DETAILS AND SPECS.

17. CONTRACTOR SHALL INSTALL ALL PROPOSED BACKFLOW PREVENTERS 12-IN ABOVE FINISH GRADE.

18. ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHERWISE NOTED ON PLANS. SOD INSTALLED ON SLOPES 3:1 OR GREATER SHALL BE HELD IN PLACE WITH 12-IN STAPLES.

19. ALL UNDERGROUND FIRE MAINS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 24, LATEST EDITION, "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES". [F.A.C. 69A-60.005(2)]

UTILITY SEPARATION - WATER MAINS PARALLEL TO OTHER UTILITIES

1. A 3-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXIST. OR PROPOSED VACUUM - TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, FAC.

2. A 6-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXIST. OR PROPOSED GRAVITY - TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST 3-FT BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY - TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST 6-IN ABOVE THE TOP OF THE SEWER).

3. A 6-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXIST. OR PROPOSED PRESSURE - TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, FAC.

4. A 10-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXIST. OR PROPOSED "ON-SITE" SEWAGE TREATMENT AND DISPOSAL SYSTEM.

5. THE PIPE SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3-FT FROM ALL JOINTS IN VACUUM - TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 FAC, AND AT LEAST 6-FT FROM ALL JOINTS IN GRAVITY - OR PRESSURE - TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, FAC.

NEEDED FIRE FLOW CALCULATIONS (NFPA)
THE HUMAN BEAN

NFPA TABLE 18.4.5.1.2 - Minimum Required Fire Flow

Construction Type	II(000)		
Fire Flow Area (sf)	700	The Human Bean Building at 692	sf (gross)
NFF (gpm)	1,500		

NFPA Chapter 18.4.5.2.1 - Reduction of Fire Flow

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 1,000 gpm.

NFF = 25% x 1,500
NFF = 375 gpm

N/A as NO sprinkler system provided

Maximum Daily Potable Demand

1,750 gpd (64E-6)

1.22 gpm (to be added to NFF for fire hydrant requirements)

1,501 NFF + MAX DAILY FLOW
**** City of Winter Springs LDC for commercial proje 1,000 gpm (min)**

Orange County/Annex I - Number and Distribution of Fire Hydrants

Fire Flow Requirement (gpm)	1,501	
No. of Hydrants Required	1	No. of Hydrants Existing 4
Avg. Hydrant Spacing (ft)	311	
Min. Distance to Hydrant (ft)	238	

UTILITY SEPARATION - WATER MAINS CROSSING OTHER UTILITIES

1. ANY NEW OR RELOCATED UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXIST. OR PROPOSED GRAVITY - OR VACUUM - TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THAT THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6-IN ABOVE THE OTHER PIPELINE OR AT LEAST 12-IN BELOW THE OTHER PIPELINE.

2. ANY NEW OR RELOCATED UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXIST. OR PROPOSED PRESSURE - TYPE SANITARY SEWER, WASTEWATER OR STORM FORCE MAIN, OR PIPE LINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12-IN ABOVE OR BELOW THE OTHER PIPELINE.

3. AT ANY UTILITY CROSSING, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE.

TESTING AND INSPECTION REQUIREMENTS

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE GEOTECHNICAL ENGINEER. UPON COMPLETION OF THE WORK, THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. THE OWNER WILL RETAIN THE SERVICES OF A QUALIFIED TESTING LABORATORY TO PERFORM ALL TESTING NECESSARY AS REQUIRED BY THESE PLANS AND THE VARIOUS AGENCIES. THE OWNER SHALL PAY THE COSTS OF ALL INITIAL TESTING. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.

AS-BUILT NOTE

UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A REGISTERED LAND SURVEYOR. THIS "AS-BUILT" INFORMATION SHALL INCLUDE INVERT ELEVATIONS, LOCATION OF FITTINGS, LOCATION OF STRUCTURES FOR ALL UTILITIES INSTALLED, CONTROL STRUCTURES, AS WELL AS TOP OF BANK, TOE OF SLOPE, GRADE BREAK LOCATIONS, AND ELEVATIONS FOR POND AND DITCH CONSTRUCTION. NO ENGINEER'S CERTIFICATION FOR CERTIFICATE OF OCCUPANCY PURPOSES WILL BE MADE UNTIL THIS INFORMATION IS RECEIVED AND APPROVED BY THE ENGINEER OF RECORD.

UTILITY COORDINATION NOTE

1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO BOUNDARY AND TOPOGRAPHIC SURVEY BY ELLIS SURVEYS, LLC (24-1407, DATED 3/26/2024).

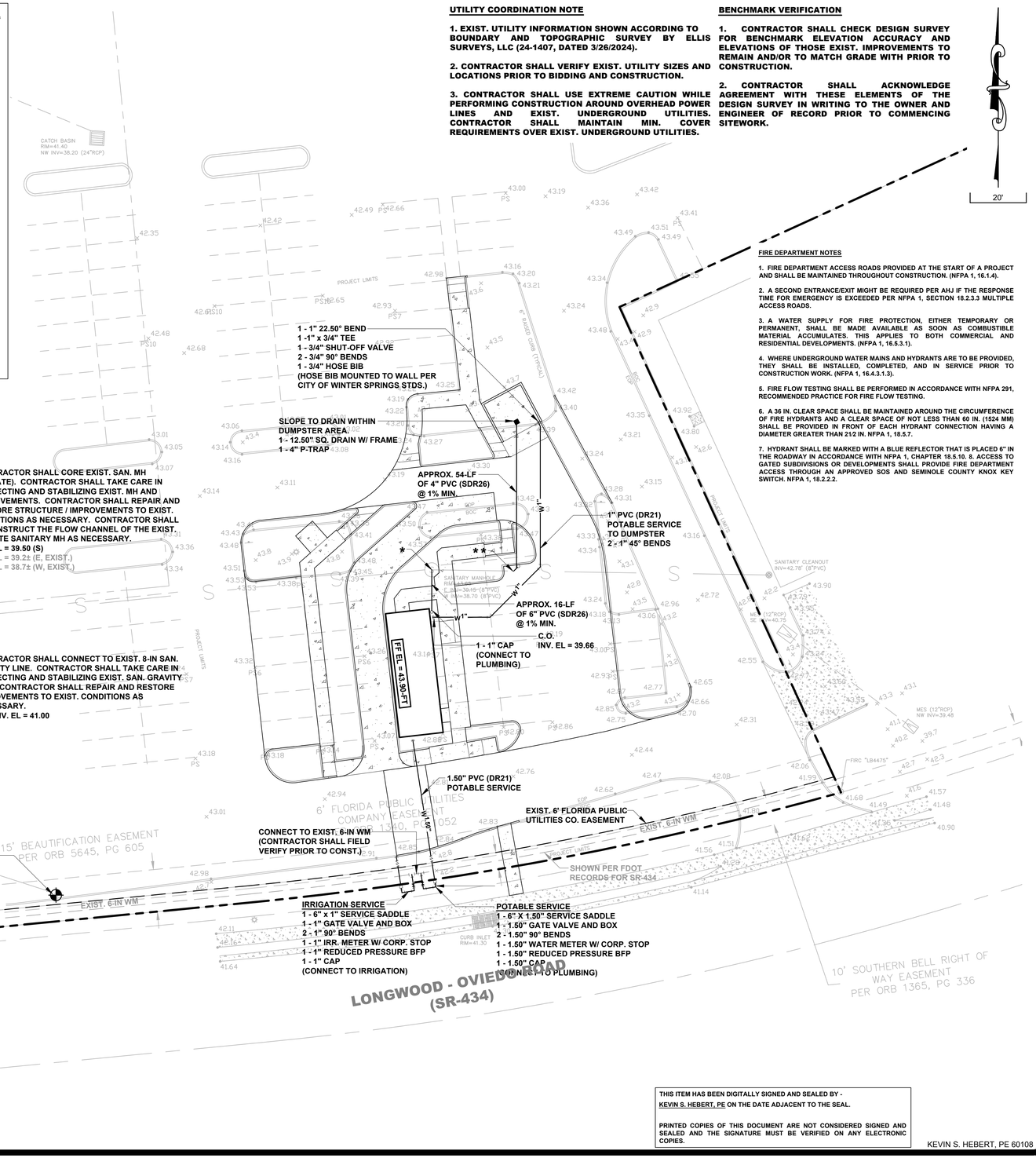
2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.

3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

BENCHMARK VERIFICATION

1. CONTRACTOR SHALL CHECK DESIGN SURVEY FOR BENCHMARK ELEVATION ACCURACY AND ELEVATIONS OF THOSE EXIST. IMPROVEMENTS TO REMAIN AND/OR TO MATCH GRADE WITH PRIOR TO CONSTRUCTION.

2. CONTRACTOR SHALL ACKNOWLEDGE AGREEMENT WITH THESE ELEMENTS OF THE DESIGN SURVEY IN WRITING TO THE OWNER AND ENGINEER OF RECORD PRIOR TO COMMENCING SITEWORK.



IRRIGATION SERVICE
1 - 6" x 1" SERVICE SADDLE
1 - 1" GATE VALVE AND BOX
2 - 1" 90° BENDS
1 - 1" IRR. METER W/ CORP. STOP
1 - 1" REDUCED PRESSURE BFP
1 - 1" CAP
(CONNECT TO IRRIGATION)

POTABLE SERVICE
1 - 6" X 1.50" SERVICE SADDLE
1 - 1.50" GATE VALVE AND BOX
2 - 1.50" 90° BENDS
1 - 1.50" WATER METER W/ CORP. STOP
1 - 1.50" REDUCED PRESSURE BFP
1 - 1.50" CAP
(CONNECT TO PLUMBING)

FIRE DEPARTMENT NOTES

1. FIRE DEPARTMENT ACCESS ROADS PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1, 16.1.4).

2. A SECOND ENTRANCE/EXIT MIGHT BE REQUIRED PER AHJ IF THE RESPONSE TIME FOR EMERGENCY IS EXCEEDED PER NFPA 1, SECTION 18.2.3.3 MULTIPLE ACCESS ROADS.

3. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. THIS APPLIES TO BOTH COMMERCIAL AND RESIDENTIAL DEVELOPMENTS. (NFPA 1, 16.5.3.1).

4. 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).

5. FIRE FLOW TESTING SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 291, RECOMMENDED PRACTICE FOR FIRE FLOW TESTING.

6. 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.

7. HYDRANT SHALL BE MARKED WITH A BLUE REFLECTOR THAT IS PLACED 6" IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.10. 8. ACCESS TO GATED SUBDIVISIONS OR DEVELOPMENTS SHALL PROVIDE FIRE DEPARTMENT ACCESS THROUGH AN APPROVED SOS AND SEMINOLE COUNTY KNOX KEY SWITCH. NFPA 1, 18.2.2.2.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY - KEVIN S. HEBERT, PE ON THE DATE ADJACENT TO THE SEAL.

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KEVIN S. HEBERT, PE 60108

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JOB NO. 160003
SCALE: AS NOTED
START: 6/20/2024
DESIGN: DJ
DRAWN: DJ
CHECKED: KSH
APPROVED: KSH

NO	DATE	DESCRIPTION OF REVISION	REV BY
6			
5			KSH
4	6/16/2025	FIELD ADJUSTMENT FOR PAVEMENT MATERIAL	
3	10/24/2024	RESPONSE TO CITY COMMENTS	KSH
2	9/10/2024	RESPONSE TO CITY COMMENTS	KSH
1	8/19/2024		KSH

160003 - THE HUMAN BEAN SITE REDEVELOPMENT

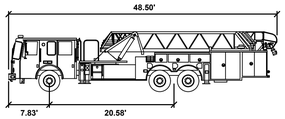
THE HUMAN BEAN SITE REDEVELOPMENT
260 E. SR-434 WINTER SPRINGS, FLORIDA 32708
WINTER SPRINGS FLORIDA

WATER AND SEWER PLAN

MEI PARTNERS
1035 S. Semoran Blvd., Suite 1029
Winter Park, FL 32792 CA 33154
P: 321.203.2852 | F: 321.203.2948
www.mei-partners.com

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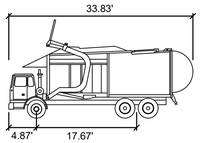
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WIDTH (W/ MIRRORS) : 10.00'
TRACK : 9.00'
LOCK TO LOCK TIME : 6.0
STEERING ANGLE : 40.2°
INSIDE TURNING RADIUS : 19.83'

AERIAL TOWER FIRE TRUCK DIMENSIONS

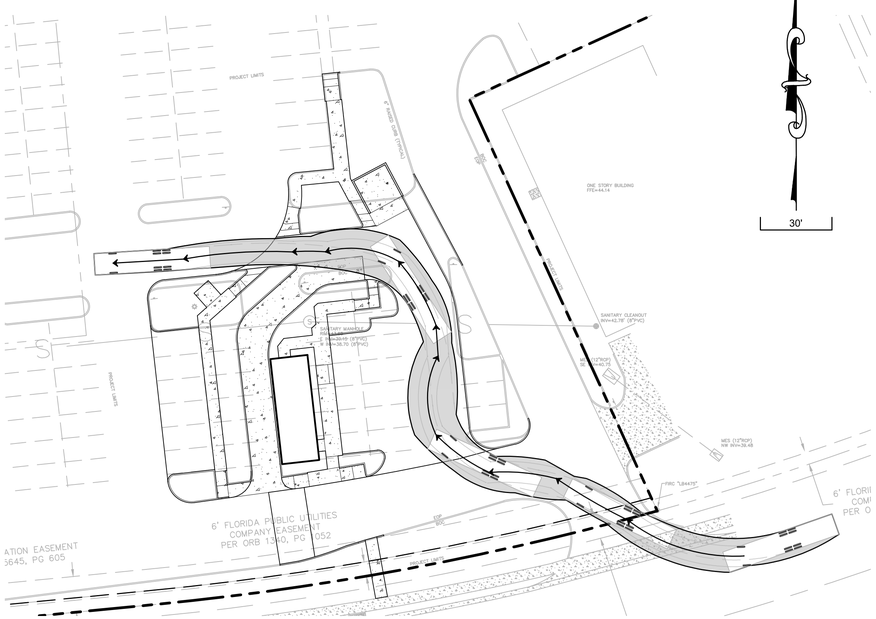
NTS



WIDTH : 8.46'
TRACK : 8'
LOCK TO LOCK TIME : 6.0
STEERING ANGLE : 45°

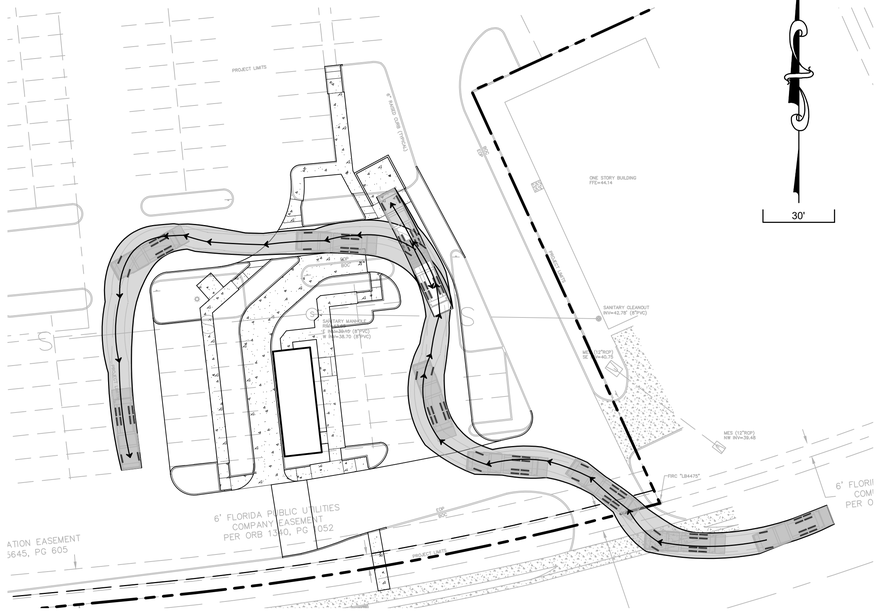
GARBAGE TRUCK DIMENSIONS

NTS



FIRE TRUCK MOVEMENT

NTS



SOLID WASTE MOVEMENT

NTS

NEEDED FIRE FLOW CALCULATIONS (NFPA)
THE HUMAN BEAN

NFPA TABLE 18.4.5.1.2 - Minimum Required Fire Flow

Construction Type	II(000)	
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NFF = 375 **gpm**
N/A as NO sprinkler system provided

Maximum Daily Potable Demand

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1.22 gpm (to be added to NFF for fire hydrant requirements)

1,501 **NFF + MAX DAILY FLOW**
** City of Winter Springs LDC for commercial proje 1,000 **gpm (min)**

Orange County/Annex I - Number and Distribution of Fire Hydrants

Fire Flow Requirement (gpm)	1,501	
No. of Hydrants Required	1	**No. of Hydrants Existing** 4
Avg. Hydrant Spacing (ft)	311	
Min. Distance to Hydrant (ft)	238	

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3. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. THIS APPLIES TO BOTH COMMERCIAL AND RESIDENTIAL DEVELOPMENTS. (NFPA 1, 16.5.3.1).

4. 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).

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7. HYDRANT SHALL BE MARKED WITH A BLUE REFLECTOR THAT IS PLACED 6" IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.10. 8. ACCESS TO GATED SUBDIVISIONS OR DEVELOPMENTS SHALL PROVIDE FIRE DEPARTMENT ACCESS THROUGH AN APPROVED SOS AND SEMINOLE COUNTY KNOX KEY SWITCH. NFPA 1, 18.2.2.2.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
KEVIN S. HEBERT, PE ON THE DATE ADJACENT TO THE SEAL.

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KEVIN S. HEBERT, PE 60108

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JOB NO. 160003
SCALE: AS NOTED
START: 6/20/2024
DESIGN: DJ
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CHECKED: KSH
APPROVED: KSH

160003 - THE HUMAN BEAN SITE REDEVELOPMENT

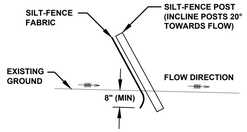
THE HUMAN BEAN SITE REDEVELOPEMNT
260 E. SR-434 WINTER SPRINGS, FLORIDA 32708
WINTER SPRINGS FLORIDA

FIRE AND SOLID WASTE TURNING MOVEMENTS

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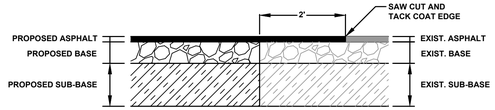
FDOT APPROVED TEMPORARY SILT-FENCE PRE-ASSEMBLED IN 100-FT ROLLS UTILIZING 2"X2"X4" WOODEN POSTS AT 3-FT O.C. MAXIMUM WITH 3-FT OF WOVEN GEOTEXTILE MATERIAL MEETING THE REQUIREMENTS OF SEC. 985-4, SIMILAR & EQUAL TO THAT SUPPLIED BY FIFIPIPE CO. OF TAMPA, FL.

NOTES
CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AS FOLLOWS-

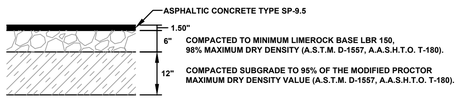
1. SILT-FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF ITS USE, IT SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT.
4. ANY SEDIMENT DEPOSITS LEFT IN PLACE AFTER THE SILT-FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE FINISHED GRADE, PREPARED, AND SEEDED.

TYPICAL SILT-FENCE DETAIL
NTS

NOTE
TEMP. SILT-FENCE SINGLE ROW ALONG INSIDE OF PERIMETER OF P/L AND DOUBLE ROW LANDWARD OF ALL WETLAND BUFFERS. THE EROSION CONTROL MEASURES DEPICTED ON THE PLANS ARE THE MINIMUM REQUIRED. ADDITIONAL MEASURES SHALL BE UTILIZED BY THE CONTRACTOR AS NEEDED BASED ON ACTUAL SITE CONDITIONS.



PAVEMENT BUTT JOINT DETAIL (TYP)
24"

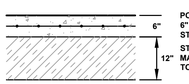


COMPACTED TO MINIMUM LIMEROCK BASE LBR 150, 98% MAXIMUM DRY DENSITY (A.S.T.M. D-1557, A.A.S.H.T.O. T-180).

COMPACTED SUBGRADE TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY VALUE (A.S.T.M. D-1557, A.A.S.H.T.O. T-180).

NOTE
CONTRACTOR SHALL DIRECT ATTENTION TO GEOTECHNICAL ENGINEER'S REPORT AS LISTED IN THE GENERAL NOTES FOR PAVEMENT DESIGN NOTES AND RECOMMENDATIONS. CONTRACTOR SHALL FOLLOW GEOTECHNICAL ENGINEER'S RECOMMENDATION IF MORE STRINGENT THAN THAT SHOWN.

LIGHT DUTY ASPHALT PAVEMENT SECTION (TYP)
24"

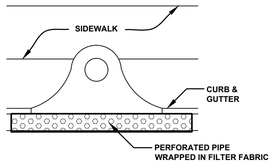


PORTLAND CEMENT PAVEMENT WITH 6" X 6" 6/6 W.W.M. WITH COMPRESSION STRENGTH 4,000 P.S.I. @ 28 DAYS

STABILIZED SUBGRADE MINIMUM LBR 40, MAXIMUM PLASTIC INDEX OF 6, COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180).

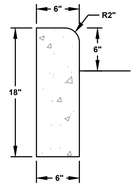
NOTE
CONTRACTOR SHALL DIRECT ATTENTION TO GEOTECHNICAL ENGINEER'S REPORT AS LISTED IN THE GENERAL NOTES FOR PAVEMENT DESIGN NOTES AND RECOMMENDATIONS. CONTRACTOR SHALL FOLLOW GEOTECHNICAL ENGINEER'S RECOMMENDATION IF MORE STRINGENT THAN THAT SHOWN.

TYPICAL CONCRETE PAVING SECITON
24"



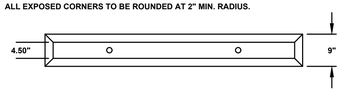
COMPLETED / EXISTING INLET

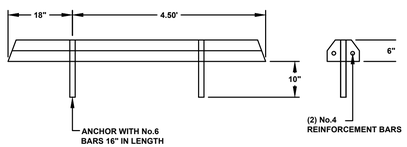
BMP DETAIL
NTS



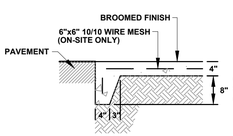
TYPE "D" CURB
12"

NOTES
1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3,000-PSI CONC.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500-LF, CONSTRUCTION JOINT REQUIRED EVERY 10-LF MAX. (4-LF MIN.).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6-IN SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MIN. LBR 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 2" MIN. RADIUS.



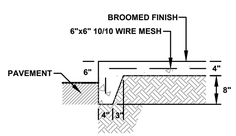


WHEEL STOP DETAIL
24"



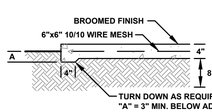
COMPACTED SUBGRADE UNDER SIDEWALK 95% MAX. DENSITY (AASHTO T-180).

AT ASPHALT PAVEMENT



COMPACTED SUBGRADE UNDER SIDEWALK 95% MAX. DENSITY (A.A.S.H.T.O. T-180).

SIDEWALK @ ASPHALT PAVEMENT



COMPACTED SUBGRADE UNDER SIDEWALK 95% MAX. DENSITY (A.A.S.H.T.O. T-180).

SIDEWALK @ GRADE

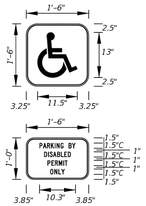
SIDEWALK NOTES
1. SIDEWALK TO BE 4-IN THICK CONCRETE (AS SHOWN ON SITE PLAN).
2. SIDEWALK TO HAVE 1/2" RADIUS TOOLED EDGES.
3. CONTRACTION JOINTS AT 5-FT INTERVALS.
4. EXPANSION JOINTS AT 30-FT O.C. AND SHALL BE CONTINUOUS ALONG CURB.
5. EXPANSION JOINTS SHALL CONSIST OF CONTINUOUS 1/2" x 6" BITUMINOUS EXPANSION STRIP.
6. SIDEWALK SHALL HAVE A MAXIMUM CROSS SLOPE OF 2%.
7. AREA UNDER PROPOSED SIDEWALKS TO BE COMPACTED PER FDOT STANDARD SPECIFICATIONS 128-9.2.
8. DISTURBED AREAS TO BE SODDED AS DIRECTED BY THE ENGINEER UNLESS INDICATED OTHERWISE.
9. SIDEWALK TO HAVE BROOMED FINISH.
10. CONCRETE SHALL BE CURED PER FDOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 520-3.
11. MINIMUM SIDEWALK WIDTH 5-FT.

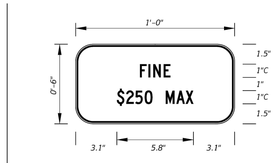
TYPICAL SIDEWALK SECTION
3'

All Letters
1.5" Series C
1" Spacing
Between Lines
of Text

FTP-21-06
1'-6" X 2'-6"
2" Radii ⅜" Border
1.5" Series C Legend
Color
Background
Legend and Border

Top Bottom
Blue White
White Black

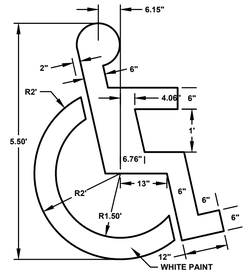




FTP-22-06
1' X 6"
1" Radii ⅜" Border
1" Series C Legend
White Background
Black Legend and Border

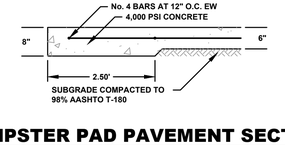
Supplemental Panel for the FTP-20-06 and FTP-21-06 signs

HANDICAP SPECIAL SIGN DETAIL
NTS

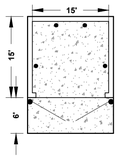


NOTE
HANDICAP PAVEMENT MARKINGS SHALL ADHERE TO LOCAL CODE IF DIFFERENT THAN THAT SHOWN.

HANDICAP PAVEMENT MARKINGS
24"



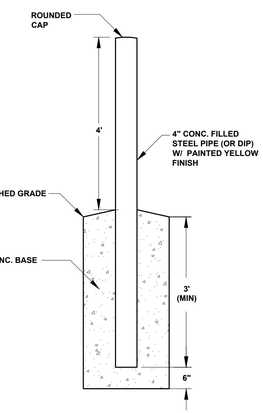
DUMPSTER PAD PAVEMENT SECTION
24"



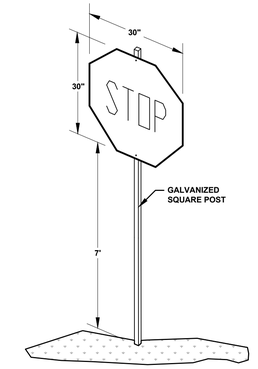
CONC. DUMPSTER PAD WITH 6-FT HIGH CMU WALL FOR 15'x15' ENCLOSURE. PAINT TO MATCH PROPOSED BUILDING.

2 - 6"Ø BOLLARDS AT BACK OF ENCLOSURE
2 - 6"Ø BOLLARDS AT SIDE

DUMPSTER ENCLOSURE DETAIL
NTS

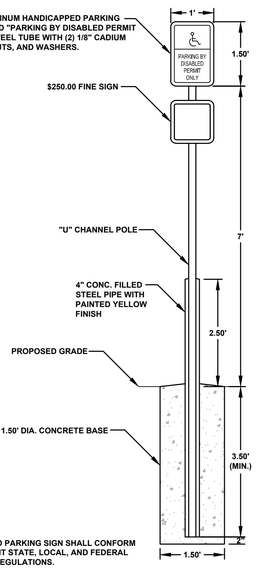


BOLLARD DETAIL
NTS



NOTE
STOP SIGN SHALL BE LOCATED 6-FT TO 12-FT FROM ADJACENT BACK OF CURB (TYP).

STOP SIGN DETAIL
NTS



NOTE
HANDICAPPED PARKING SIGN SHALL CONFORM WITH CURRENT STATE, LOCAL, AND FEDERAL CODES AND REGULATIONS.

HANDICAP PARKING SIGN DETAIL WITH BOLLARD
24"

DUMPSTER BOLLARD DETAIL
NTS

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KEVIN S. HEBERT, PE 60108

NO	DATE	DESCRIPTION OF REVISION	REV BY
6			
5	6/16/2025	FIELD ADJUSTMENT FOR PAVEMENT MATERIAL	KSH
4			
3	10/24/2024	RESPONSE TO CITY COMMENTS	KSH
2	9/10/2024	RESPONSE TO CITY COMMENTS	KSH
1			

JOB NO. 160003
SCALE: AS NOTED
START: 6/20/2024
DESIGN: DJ
DRAWN: DJ
CHECKED: KSH
APPROVED: KSH

160003 - THE HUMAN BEAN SITE REDEVELOPMENT

THE HUMAN BEAN SITE REDEVELOPMENT
260 E. SR-434 WINTER SPRINGS, FLORIDA 32708
WINTER SPRINGS FLORIDA

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PAVING AND DRAINAGE DETAILS

MEI PARTNERS
1035 S. Semoran Blvd., Suite 1029
Winter Park, FL 32792 CA 33154
P: 321.203.2852 | F: 321.203.2948
www.mei-partners.com

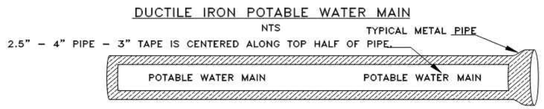
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C500

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DUCTILE IRON POTABLE WATER MAIN

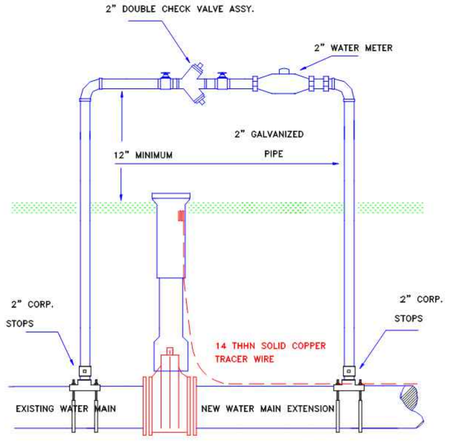
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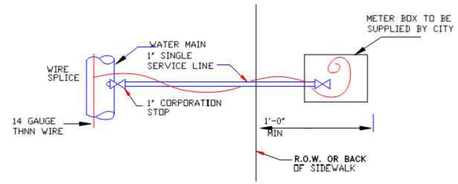
NOTE;
Standard Non–Detectable Warning Tape
Water Line Tape is 3" Wide and Blue With Black Lettering
Sewer Line Tape is 3" Wide and Green With Black Lettering
Force Main Tape is 3" Wide and Brown With Black Lettering

W.S. DETAIL 6-9-00 BY DT

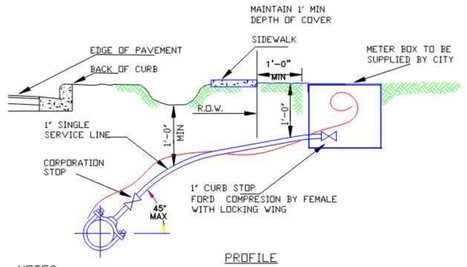
PIPE IDENTIFICATION AND WARNING TAPE



TEMPORARY BYPASS



PLAN



PROFILE

NOTES:
1. METER BOX INSTALLED BY THE CITY OF WINTER SPRINGS
2. METER PURCHASED FROM AND INSTALLED BY THE CITY OF WINTER SPRINGS

POTABLE WATER SERVICE SINGLE

59

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160003 - THE HUMAN BEAN SITE REDEVELOPMENT

THE HUMAN BEAN
SITE REDEVELOPEMNT
260 E. SR-434 WINTER SPRINGS, FLORIDA 32708
WINTER SPRINGS FLORIDA

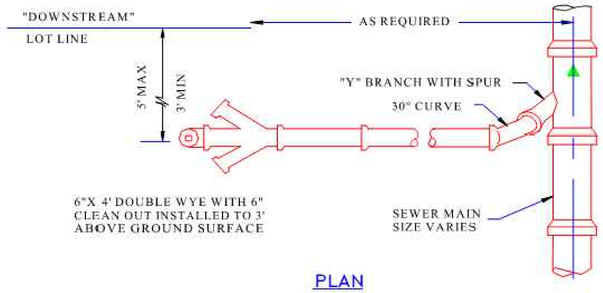
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WATER DETAILS

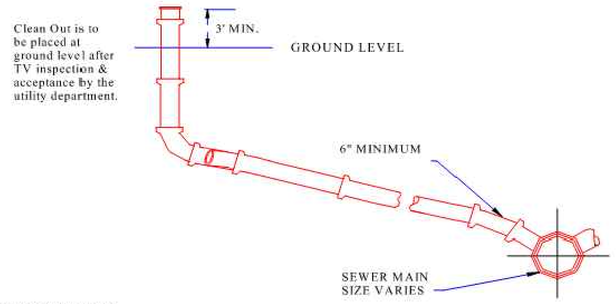
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C501

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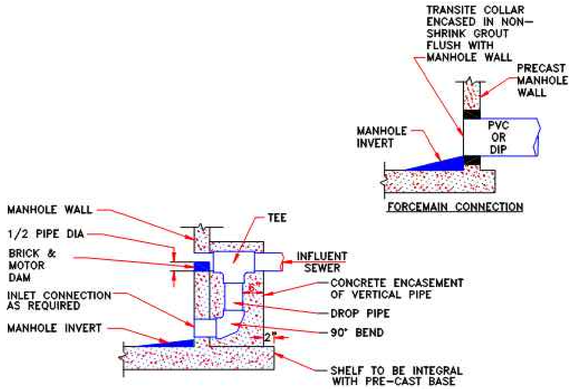
PLAN



NOTE:
SERVICE CONNECTION DETAILS SHOWN IS FOR A DOUBLE PVC SERVICE A SINGLE WYE WOULD BE USED FOR A SINGLE SERVICE

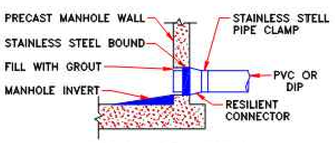
PROFILE

SEWER LATERAL DETAIL



DROP CONNECTION

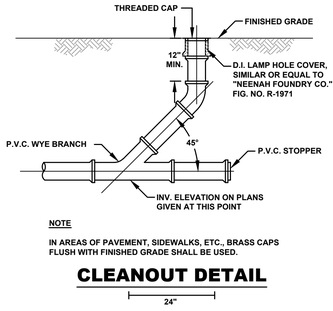
NOTES:
1. PENETRATION TO EXISTING MANHOLES SHALL BE CORE BORED
2. OUTSIDE DROP CONNECTION SHALL BE REQUIRED WHENEVER AN INFLUENT SEWER IS LOCATED TWO FEET OR MORE ABOVE THE MAIN INVERT CHANNEL



TYPICAL CONNECTION

W.S. Detail 6-9-00

TYPICAL MANHOLE CONNECTIONS



NOTE
IN AREAS OF PAVEMENT, SIDEWALKS, ETC., BRASS CAPS FLUSH WITH FINISHED GRADE SHALL BE USED.

CLEANOUT DETAIL

24"

NO	DATE	DESCRIPTION OF REVISION	REV BY
6			
5			
4	6/16/2025	FIELD ADJUSTMENT FOR PAVEMENT MATERIAL	KSH
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1			

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160003 - THE HUMAN BEAN SITE REDEVELOPMENT

THE HUMAN BEAN
SITE REDEVELOPEMNT
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WINTER SPRINGS FLORIDA

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SEWER DETAILS

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SHEET
C502

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REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Discussion on Section 2-28. Addressing the Mayor and City Commission

SUMMARY

At the Monday, May 12, 2025 City Commission meeting Commissioner Baker requested a discussion item on residents, addressing the Commission, having to provide their address for the record.

Section 2-28., City Code states, "(a) *Oral communications.* Any person desiring to address the mayor and city commission shall first secure the permission of the presiding officer and shall state his/her name and address for the record."

This language was codified under Ordinance 2016-09 Rules and Procedures.

Staff is requesting the Commission discuss this matter and provide further direction. Any changes to the code language will require an ordinance to be considered.

FUNDING SOURCE

RECOMMENDATION

Staff suggests the Commission discuss and provide further direction. If changes to the code are requested, direct the City Attorney to draft an ordinance reflecting desired changes.

REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | JUNE 23, 2025 REGULAR MEETING

TITLE

Commission Code of Conduct Discussion

SUMMARY

At the Monday, June 9, 2025 City Commission Meeting Deputy Mayor Resnick requested an agenda item be added to discuss the Code of Conduct for the City Commission.

Chapter 2, Sec 2-27 of the City Code lists general rules and procedures of the City Commission and Sec 2-29 is the Additional Rules of Conduct with 18 rules listed out. Both of these sections were initially adopted in 2016. The "Additional Rules of Conduct" were amended in 2022 to include some clarifying language desired by the Commission at that time.

Resolution 2024-01 is the adopted Code of Conduct for the City's Boards and Committees.

Staff is requesting the Commission discuss this matter and provide further direction. Any changes to the code language will require an ordinance to be considered.

FUNDING SOURCE

RECOMMENDATION

Staff suggests the Commission discuss and provide further direction to City Staff.

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, ADOPTING A CODE OF CODUCT POLICY FOR CITY BOARDS AND COMMITTEES; PROVIDING FOR DISTRIBUTION TO BOARD AND COMMITTEE MEMBERS AND RELATED APPLICANTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City 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, the City Commission of the City of Winter Springs, Florida, has, from time to time, adopted policies for the proper management of City personnel and officials including, but not limited to additional rules of conduct for the Mayor and City Commission; and

WHEREAS, the City Commission finds that adoption of a rules of conduct for members of City boards and committees will facilitate the operation of the various boards and committees within the City and will ensure that board and committee members will uphold the values of ethics and professionalism; and

WHEREAS, The City Commission of the City of Winter Springs, Florida, hereby finds this Resolution to be in the best interest of the public health, safety, and welfare of the citizens of Winter Springs.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as part of this Resolution.

Section 2. **Creation of Rules of Conduct for Boards and Committees; Distribution of Resolution.**

(A) Unless otherwise provided or superseded by City Charter, City Ordinance, or state or federal law, members of City Boards and Committees shall adhere to the following additional rules of conduct as herein adopted and attached as **Exhibit "A,"** which is fully incorporated herein by this reference.

(B) A copy of this Resolution shall be distributed by the City Clerk to all existing members of City boards and committee and shall be included with the City's Board and Committee Application.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All prior inconsistent resolutions adopted by the City Commission are hereby repealed.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon its adoption by the City Commission of the City of Winter Springs, Florida.

RESOLVED by the City Commission of the City of Winter Springs, in a regular meeting assembled on the 22nd 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

CITY OF WINTER SPRINGS INCORPORATED 1959 SEMINOLE COUNTY, FLORIDA

EXHIBIT A

Additional Rules of Conduct for City Boards and Committees

Members of City Boards and Committees ("Members") shall adhere to the following additional rules of conduct:

1. The proper role of a Member is to act collectively, not individually, within the scope of the specific scope of duties and responsibilities delegated to their respective board or committee by the City Commission under applicable provisions of City ordinances and policies and law.

2. Members will not intrude into daily operations or spheres of responsibility designated by state statutes, City Code, and City Charter to the Mayor, City Commission and City Manager, as the chief executive officer; or undermine the City's lawful authority including the role and responsibilities of their respective board or committee.

3. Members represent the interests of the City when making decisions and recommendations for their respective boards and committee, and will rely upon available facts and their respective independent judgment. In their official capacity as board or committee member, the Member will avoid conflicts of interest and avoid using their official position for personal, professional, or partisan gain. Voting conflicts shall be disclosed in accordance with the requirements of law.

4. Members will demonstrate dignity, civility, respect, and courtesy toward those whom they are in contact with in their official capacity. Members will refrain from intimidation and ridicule of others including, but not limited to, their fellow board or committee members, Mayor, City Commission, City Manager, City Attorney, staff, citizens of the city, and applicants or individual presenting before their respective board or committee. Members will be welcoming to speakers. Members will treat all City staff as professionals. Members will practice civility, professionalism, and decorum in discussions and debate.

5. Members, in their official capacity as an appointed board or committee member of the City, will refrain from inappropriate language including statements that are malicious, threatening, slanderous, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an appointed official of the City and the honor of serving as City official.

6. Members will devote adequate time for preparation prior to meetings and as much as possible, Members will be in attendance at such meetings and all other scheduled events where their official participation is required.

7. Members will refrain from any individual action that could compromise lawfully authorized decisions of the City or the integrity of the City and their fellow board or committee members. Members will delineate clearly for any audience whether they are acting or speaking as an individual citizen or in their respective capacity as a representative of the City.

8. Members will maintain the confidentiality of privileged information and will abide by all laws of the state applicable to their official conduct on the board or committee, including but not limited to the Government in the Sunshine Law, the Florida Public Records Law, the Florida Code of Ethics for Public Officers, and City rules and procedures and codes of conduct adopted by the City Commission including, but not limited to, the rules and procedures and code of conduct expressed in this Resolution.

9. Members will promote constructive relations in a positive climate with the Mayor and City Commission, all City employees, City Attorney, and city contractors and consultants consistent with their official role on the board or committee, as a means to enhance the productivity and morale of the city.

10. Members will value and assist their fellow Members by exchanging ideas, concerns and knowledge gleaned from their research or training. Members will help build positive community support for the City in general by cooperation and mutual exchanges of praise when deserved, apologies when mistaken, and recommendations when needed. Members will demonstrate effective problem-solving approaches, because Members have a public stage to show how individuals with disparate points of view can find common ground and seek compromise that benefits the community as a whole.

11. If Members are reviewing and making recommendations on applications in a quasi-judicial hearing, Members will conduct themselves impartially and without bias. Members will afford quasi-judicial applicants and any interested party minimum due process during the hearing in accordance with applicable law.

12. Members will uphold all federal state, and local laws, including the Constitution of the United States, the Constitution of the State of Florida, the Charter of the City of Winter Springs, and the Code of Ordinances of the City of Winter Springs.

13. Members will be accountable to the City Commission and their fellow board or committee members for their actions and any violations of the additional rules of conduct established by this Resolution and law.

14. The additional rules of conduct established by this Resolution shall not be construed or interpreted in any way to abrogate, limit, or interfere with the freedom of speech or expression enjoyed by any Member under the Constitutions of Florida and United States. Neither shall the additional rules of conduct be construed or interpreted in any way to abrogate, limit, or interfere with the right of any board, committee, or City Commission, as a governing body, to communicate its position on any issue or matter in accordance with law.

COMMISSION AGENDA

ITEM 400

Informational	
Consent	
Public Hearings	**X**
Regular	

October 10, 2016 KS

Regular Meeting City Manager Department

REQUEST:

At the request of the City Commission, the City Attorney and City Manager recommend that the City Commission consider, at its discretion, adopting on Second and final reading Ordinance No. 2016-09.

SYNOPSIS:

Section 4.13(b) of the City Charter expressly authorizes the City Commission to determine its own rules and order of business. Such rules must be consistent with other applicable laws. The City Commission's current rules and procedures are set forth in Resolution No. 2015-29. At the previous City Commission meeting, the City Commission directed that the City Attorney and City Manager prepare and present an ordinance proposing to codify the current rules and procedures and a specific code of conduct discussed at the previous meeting. The City Commission also directed that the ordinance address appropriate quasi-judicial rules and procedures for consideration by the City Commission. Ordinance No. 2016-09 was initially prepared in furtherance of the City Commission's direction. During First Reading, the City Commission considered the initial draft Ordinance and passed it on first reading with consensus to direct that certain changes be made to the Ordinance by the City Attorney. This agenda item presents the revised Ordinance for the City Commission's consideration on second and final reading.

CONSIDERATIONS:

1. Section 4.13(b) of the City Charter expressly authorizes the City Commission to determine its own rules and order of business.

2. Ordinance No. 2016-09 was passed on First Reading on September 26, 2016, with

consensus direction to the City Attorney to make certain changes prior to Second Reading for further consideration. **For the City Commission's convenience, attached to this Agenda Item is a Redlined version of Ordinance No. 2016-09 so the City Commission can easily identify the changes that were made to the Ordinance after First Reading. If the City Commission adopts the Ordinance, the Ordinance will be put in proper legislative form and the final text contained in Sections 20-27, 20-28, 20-29, 20-30, and 20-31 will be completely underlined and incorporated into the City Code.**

3. A summary of the Ordinance (including changes made after First Reading) are set forth below.

4. In order to effectuate the direction of the City Commission, Ordinance No. 2016-09 proposes to adopt five (5) new City Code sections under Chapter 2, Article II. City Commission of the City Code:

a. Sec. 2-27 Rules and Procedures of the City Commission – Generally.
b. Sec. 2-28 Addressing the Mayor and City Commission.
c. Sec. 2-29 Additional Rules of Conduct.
d. Sec. 2-30 Quasi-Judicial Rules and Procedures of the City Commission.
e. Sec. 2-31 Savings Clause

5. Sections **2-27 and 2-28** codify the existing City Commission rules and procedures in Resolution No. 2015-29 with a few proposed amendments to incorporate or clarify past practices and for legislative purposes given the rules will be codified.

6. **Section 2-27** contains the following amendments in the following subsection:

Sub. (a) New provision which sets forth a legislative authority preamble.
Sub. (b) Clarifies city manager's and city clerk's role in preparing and distribution of agenda packages and provides a procedure for handling information deemed confidential or exempt from public disclosure by law.
Sub. (c) New provision which expressly and more succinctly states the City Commission's role in approving the agenda at the commencement of each meeting in the body of the City Commission's rules. (consistent with Robert's Rules).
Sub. (d) Expressly require the City Clerk to maintain at least two copies of Robert's Rules on the dais during City Commission meetings.
Sub. (g) Expressly states that motions on the floor can procedurally be withdrawn by consensus of the city commission without a formal vote.
Sub. (h) Expressly require the City Clerk to maintain at least two copies of the Motion Procedural Chart on the dais during City Commission meetings.
Sub. (m)(5) New provision which establishes a procedure for reporting individuals (mayor, city commissioners, city manager, city attorney and city clerk) to provide background information on anticipated report items before the city commission meeting and provides a procedure for handling information deemed confidential or exempt from public disclosure by law.

Sub. (m)(6) New provision which clarifies that reporting individuals can present their reports in writing to be distributed at the meeting.

7. **Section 2-28** contains the following amendments in the following subsections:

Sub. (e) Clarifies the meaning of electronic devices and includes certain visual displays as disruptive. Further, provides a provision that cell phones and other ringing devices must be silenced or turned off during commission meetings.

Sub. (i) Clarifies that public hearing items include, "adoption of ordinances, adoption of the annual millage and budget, and other agenda items required by law."

Sub. (k) Adds a new section regarding speaker cards.

Sub. (l) Re-lettered from (k) and clarifies the burden on verbatim transcripts and preservation of the record on appealing decision of the city commission.

Sub. (n) Adds a new section regarding placards, signs, posters, flags and banners.

8. **Section 2-29** is an entirely new section which incorporates, practically verbatim, the city of Cape Canaveral code of conduct discussed at the previous City Commission meeting. The Cape Canaveral version was modified to reference the mayor and city commissioners and city commission as deemed appropriate. Subsections (g), (k) and (l) were modified based on the city commission's discussion during First Reading.

9. **Section 2-30** is an entirely new section which incorporates a set of quasi-judicial rules and procedures. These rules and procedures are intended to be guidelines to assist the City Commission and the public regarding quasi-judicial proceedings. Many of the principles contained in these quasi-judicial rules and procedures have been frequently discussed and employed by the City Commission over the years. This section was further revised after First Reading based on the city commission's discussion during First Reading and based on additional consideration and legal research by the City Attorney.

10. **Section 2-31** is a savings clause which provides that the failure of the mayor, city commission or any city official to abide by any of the rules and procedures contained under this Ordinance shall not have any adverse or negative effect on any final decision made by a majority vote of the city commission. It is the intent and purposes of this section to provide that a violation of any of the specific rules and procedures set forth in this article shall not be, in and of itself, a legal basis to challenge or nullify an otherwise lawful action of the City Commission. This section was also revised by the City Attorney after First Reading based on additional consideration to make clear that these rules and procedures are not intended to provide any third party with an independent cause of action against the city and its officials and employees. In addition, clarifies that the city commission has the right to waive the rules and procedures in its discretion.

11. The City Attorney and City Manager request that the City Commission take whatever action is necessary regarding proposed Ordinance No. 2016-09 based on what the City Commission deems in the best interests of conducting the business of the City Commission in an orderly, efficient and legal manner.

FISCAL IMPACT:

There is no direct fiscal impact related to the adoption of the Ordinance other than staff and attorney time to prepare the Ordinance.

COMMUNICATION EFFORTS:

This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at six (6) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

This Ordinance was advertised for second reading on Thursday, September 29, 2016.

RECOMMENDATION:

The City Attorney and City Manager recommend that the City Commission consider, at its discretion, adoption of Ordinance No. 2016-09 on Second and Final Reading.

ATTACHMENTS:

A. Ordinance No. 2016-09 (Redlined from First Reading) (21 Pages)
B. Legal Advertisement - Orlando Sentinel - Thursday, September 29, 2016 (1 Page)

REDLINE DRAFT OF CHANGES MADE AFTER FIRST READING

ORDINANCE NO. 2016-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA; AMENDING CHAPTER 2, ARTICLE II CITY COMMISSION; PROVIDING FOR THE ADOPTION AND CODIFICATION OF CITY COMMISSION RULES AND PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Commission has previously adopted Resolution 2015-29 setting forth rules and procedures for the conduct of City Commission meetings in order to provide for efficient, effective, and decorous meetings; and

WHEREAS, the City Commission now desires to codify and update its rules and procedure as more specifically provided herein; and

WHEREAS, the City Commission desires to continue to conduct its business with order and efficiency; and

WHEREAS, the City Commission has found it necessary to periodically review its practices to provide guidelines for the most expedient and efficient business practices in the City; and

WHEREAS, the Eleventh Circuit Court of Appeals in Rowe v. City of Cocoa, 358 F.3d 800 (U.S. 11th Cir. 2004), upheld a city residency restriction permitting the governing body of the city to decline to hear argument at their meetings by persons who were not residents or taxpayers of the city; and

WHEREAS, the Rowe decision also affirmed a city council's ability to establish rules of procedure for council meetings in order to promote orderly and efficient conduct of such meetings; and

WHEREAS, the City Commission also desires to afford the public an opportunity to be heard on matters coming before the City Commission for final action in accordance with the

provisions of Florida law; and

WHEREAS, the City Commission further desires to maintain its current policy that the City Commission chambers are designated Campaign-Free Zone in order to facilitate orderly and efficient meetings to handle City business; Cleveland v. City of Cocoa Beach, No. 03-16514, 2007 WL 869055 (11th Cir. Mar. 23, 2007); and

WHEREAS, the City Commission recognizes that quasi-judicial proceedings conducted by the City Commission are governed by certain fundamental due process requirements established by statute and case law and that the City Commission must conduct such proceedings in accordance with such requirements. See e.g., Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993); and

WHEREAS, the City Commission desires to also adopt guidelines to assist the City Commission with conducting quasi-judicial hearings in accordance with law; and

WHEREAS, the City Commission deems it to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs that the City Commission have rules of order for the conduct of its business.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Commission of Winter Springs.

Section 2. **Code Amendment.** The City of Winter Springs Code of Ordinances is hereby amended to create a new Chapter 2, Article II, Sections 2-27, 2-28, 2-29, 2-30, and 2-31 as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

CHAPTER 2 ADMINISTRATION

ARTICLE II. CITY COMMISSION

Sec. 2-27 Rules and Procedures of the City Commission - Generally

(a) *Authority.* The rules and procedures established under this article II are adopted in furtherance of section 4.13(b) of the city charter of the city of Winter Spring which provides that the city commission shall determine its own rules and order of business. The rules and procedures adopted under this article II are intended to be supplemental and in addition to other applicable provisions of law. To the extent that any provision of these rules and procedures is in conflict with the city charter, state or federal law, the conflicting provisions of the city charter, state or federal law shall prevail and apply. The rules and procedures adopted by the city

commission shall not be construed or interpreted in any way to limit the broad powers vested in the city commission under the city charter, Article VIII, Section 2(b) of the Florida Constitution, the Florida Municipal Home Rule Powers Act, and other applicable law.

(b) *Agenda Packets.* The city manager shall have the authority to and be responsible for preparing the city commission agenda for each city commission meeting. Upon completion of the agenda packets, the city clerk shall be responsible for distributing agenda packets to the mayor, city commissioners, city manager, city attorney, city staff and the public. Agenda packets shall be made available to the mayor and each commissioner no later than wednesday (preferably by 5:00 p.m.) prior to the commission meeting; however, when absolutely necessary or in the event of an emergency, the city manager may authorize the distribution of the agenda packets after 5:00 p.m. and may distribute any add-on agenda item(s) after the agenda has been distributed on wednesday. To the extent that certain agenda items require the review by or distribution of documents to the mayor and city commission that are deemed confidential or exempt from public disclosure by law, the city manager will arrange for such review or distribution in a manner deemed appropriate to protect such exemption or confidentiality.

(c) *Approval of the Agenda.* At the commencement of each city commission meeting during the *Call to Order* section, the city commission shall approve, by majority vote, the proposed agenda to be considered by the city commission at the meeting. Prior to the approval of the proposed agenda, the city commission may, by majority vote, add or remove agenda items from the proposed agenda or reorder agenda items in terms of placement on the agenda. Upon approval of the agenda, the agenda items will be considered by the city commission in the order presented on the approved agenda.

(d) *Robert's Rules of Order.* *Robert's Rules of Order* shall be the "underlying foundation" for the conduct of commission meetings and will be followed to the extent practical and feasible and to the extent not modified by this article or as otherwise required by law. *Robert's Rules of Order* may be suspended by a majority vote of the City Commission. The city clerk shall be responsible for maintaining at least two copies of *Robert's Rules of Order* on the dais during all city commission meetings.

(e) *Consent Agenda.* Any commissioner may request that a consent agenda item be held for separate consideration.

(f) *Motions.* No motion shall be recognized by the chair until all commissioners and the city manager have had an opportunity to address that agenda item.

(g) *Motions Belong to Commission.* Motions shall only be permitted by members of the commission. Motions, once made, and seconded, belong to the commission, not the individual making the original motion. Motions which have been seconded may be withdrawn by consensus of the city commission without a formal vote. Amendments to pending motions are not required to be accepted by the maker of the pending motion.

(h) *Parliamentary Procedure.* All motions shall be considered in accordance with the Chart 1, Ranking Order and Chart II, motions in the "Parliamentary Procedure Basics for Governmental Bodies" (Third Edition, Agenda Associates). The city clerk shall be responsible for maintaining at least two copies of the chart on the dais during all city commission meetings.

(i) *Time Limits on Agenda Items.* Unless otherwise approved by a majority vote of the city commission, each commissioner and the mayor shall be given a maximum of five (5) minutes to initially speak on an agenda item. After each commissioner and the mayor have been afforded the opportunity to initially speak on an agenda item, each commissioner and the mayor shall then be given additional time to speak in five (5) minute increments until discussion on that agenda item has been concluded.

(j) *Call the Question.* Motions to "Call the Question" shall require a second and a minimum 2/3 vote of the commission.

(k) *Starting Time of Meetings.* Regular city commission meetings shall be scheduled to commence at 5:15 P.M. on the second and fourth Monday of every month unless otherwise approved by the city commission. Special and emergency city commission meetings shall be scheduled as needed at a date and time established by the mayor, city commission or city manager, and whenever practicable, upon no less than twelve (12) hour notice provided to the mayor, city manager, city clerk, city attorney and each member of the city commission.

(l) *Time of Adjournment.* Unless sooner adjourned by majority vote of the city commission, the mayor shall adjourn the commission meeting at 8:30 p.m. However, by majority vote of the city commission, a commission meeting may be extended beyond 8:30 p.m., but no later than 10:00 p.m., in time increments or to handle any specific agenda item(s). A super-majority vote of the city commission shall be required to similarly extend a commission meeting beyond 10:00 p.m.

(m) *Reports.* At the conclusion of each city commission meeting prior to any additional delegations portion of the city commission meeting, the agenda will set aside a time period for reports subject to the following protocol:

(1) During reports, the mayor and each commissioner shall be afforded an opportunity to report on various committees and groups on which they represent the city, and to make brief comments in general. Each report is intended to be brief and not for purposes of proposing that the city commission take final action on major initiatives and/or initiatives that would ordinarily require significant city staff research before final action is taken by the city commission.

(2) The city commission will not take final action on any major initiatives and/or initiatives that would ordinarily require significant city staff research presented under reports, but may, at its discretion and by majority vote, place such initiative on a subsequent city commission

agenda for consideration.

(3) The city manager, city attorney, and city clerk shall also be afforded a brief opportunity to report on information and various matters requiring the city commission's attention and to also present pending miscellaneous matters requiring expedient direction from the city commission prior to the next regularly scheduled city commission meeting.

(4) Unless otherwise approved by a majority vote of the city commission, each commissioner and the mayor shall be given a maximum of five (5) minutes to speak under reports.

(5) Reporting individuals may circulate, prior to the meeting, background information that may be reported on during the meeting. Such information shall be provided through the city clerk's or city manager's office for distribution to the mayor and city commission in a manner similar to the distribution of agenda packets, except that the city attorney may distribute attorney-client privileged work product directly to the city manager, mayor and city commissioners to the extent necessary to protect such privilege. Further, to the extent that certain information must be distributed by the city manager that is deemed confidential or exempt from public disclosure by law, such information may be distributed directly to the mayor, city commissioners, and city attorney to the extent necessary to protect such exemption or confidentiality. At the meeting, the reporting individual can present or refer to the background information in support of their report item.

(6) Reporting individuals may also present their report items in writing to be distributed at the meeting.

Sec. 2-28 Addressing the Mayor and City Commission.

(a) *Oral Communications.* Any person desiring to address the mayor and city commission shall first secure the permission of the presiding officer and shall state his/her name and address for the record. If such person is speaking as an authorized representative, such person shall also advise the mayor and city commission of the name of the person, group, business, or organization being represented. All remarks shall be addressed to the mayor and city commission as a body and not to any member thereof, unless permission to do so is first granted by the presiding officer or the city commission. Individual members of the public shall limit their discussion or comments to no more than three (3) minutes. Individuals representing a group or homeowner's association shall limit their discussion or comments to no more than five (5) minutes. No questions shall be asked of the mayor or a city commission member or city official except through the presiding officer.

(b) *Written Communication.* Interested persons may address the mayor and city commission by written communications in regard to a matter then under discussion.

(c) *Reading Protests.* Interested persons may address the mayor and city commission by

reading of protests, petitions, or other communications related to matters then being considered by the city commission.

(d) *Mayor Enforce Time Limits.* The mayor shall strongly enforce the directives of the city commission relative to disruptive members of the audience and time limits on public input.

(e) *Disruptive Behavior Prohibited.* Disruptive behavior by members of the audience including, but not limited to, fighting, yelling, throwing or launching projectiles, audible use of electronic devices (e.g., cell phones, lap tops, tablets, cameras, and gaming devices), visual displays (e.g, lasers, holographical images, projections, and blinking, flashing or other light displays), and causing loud noises is strictly prohibited. Cell phones or any other ringing device must be silenced or turned off during city commission meetings.

(f) *Certain Remarks Prohibited.* Obscene or disparaging language, fighting words, or slanderous remarks are strictly prohibited at the city commission meetings.

(g) *Non-resident and/or Non-taxpayer Restriction.* The city commission, by majority vote, may decline to hear any person who is not a resident or taxpayer of the City, except:

(1) When the person is a user of the city's water or sewer system and wishes to be heard on a matter related to the city's sewer and/or water system.

(2) When such person is a city employee who wishes to be heard on a matter relating to his/her employment; or

(3) When such person is serving as an authorized representative for a person who would otherwise be permitted to be heard on the subject matter before the city commission.

(h) *Delegations.* Public comment will be included on every city commission agenda under the following conditions:

(1) At the beginning of each regular, special or workshop meeting at which the city commission will take final official action on any proposition, the city commission will set aside up to thirty minutes of each regular, special or workshop meeting for "delegations" (aka limited public forum) after call to order and any awards and presentations, immediately prior to taking any final official action on any proposition. In addition, at its discretion, the city commission may set aside up to an additional thirty minutes of each regular, special or workshop meeting for an additional "delegations" portion of the meeting at the end of each city commission meeting. Delegations shall be subject to other applicable provisions of the city code. The purpose of the first delegations portion of the meeting is for any person to be heard on any item on the agenda, except the following items:

a. Emergency items, meaning an official act that must be taken to deal with an

emergency situation affecting the public health, welfare, or safety, if compliance with section 286.0114, Florida Statutes, would cause an unreasonable delay in the ability of the city commission to act;

b. Ministerial items, meaning an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations. Ministerial items also include motions or questions of parliamentary procedure that do not result in a final official action of an item before the city commission;

c. Quasi-judicial items, generally meaning land use and other applications considered by the city commission requiring the application of a general rule of existing policy as more specifically described in section 2-30 of the City Code; and

d. Public hearing items, where public comments are taken elsewhere on the agenda when the item is presented.

The purpose is also to allow any resident or taxpayer of the city to make his/her views known to the city commission upon any subject of general or public interest. Additionally, a city employee shall be permitted to address the mayor and city commission as to matters regarding his/her employment, and a user of the city's sewer or water system shall be permitted to address the city commission regarding matters related to the city's sewer and/or water system.

(2) The second discretionary "delegations" at the end of the meeting shall be for the limited purpose of allowing any resident or taxpayer of the city to make his/her views known to the city commission upon any subject of general or public interest. Additionally, a city employee shall be permitted to address the mayor and city commission as to matters regarding his/her employment, and a user of the city's sewer or water system shall be permitted to address the city commission regarding matters related to the city's sewer and/or water system.

(3) Each person addressing the city commission during delegations shall speak for no more than three (3) minutes and a person representing a group or homeowner's association shall speak for no more than five (5) minutes, unless a lesser or greater time is provided by a majority vote of the city commission.

(4) If it appears that a matter presented by a speaker during delegations is administrative in nature, and the question or matter raised can be adequately answered or addressed by the city manager or administrative staff, the city commission may request, upon consensus, or proper motion and majority vote, that the speaker refer the matter to the city manager or his designee during normal city business hours. If such a referral is made by the city commission, the speaker shall have no further right to present that matter at the meeting. If the speaker is not adequately satisfied by the city's administrative staff upon proper referral, the speaker shall have the right to bring the matter in question before the city commission during the delegations portion of any subsequent city commission meeting.

(5) The city commission recognizes that delegations is for the purpose of allowing persons to speak on propositions on the agenda in accordance with limitations and requirements set forth in section 286.0114, Florida Statutes, as well as for purposes of legitimate inquiries and discussion by the public. Delegations is not for the purpose of advancing arguments or repetitious questions concerning matters which the city commission believes to be closed which are not propositions requiring final official action of the commission or not of general public concern. Further, it is not appropriate to readdress quasi-judicial and public hearing items previously addressed by the city commission at the same meeting. The city commission shall have the right at any delegations to decline to hear any person or any subject matter upon consensus, or proper motion and majority vote, by the city commission in accordance with law.

(i) *Public Hearings in General.* The city commission shall hold a public hearing on agenda items to the extent required by law including, but not limited to, items related to the adoption of ordinances, adoption of the annual millage and budget, and other agenda items required by law. The following are intended to be general guidelines for such hearings:

(1) All public hearings shall be advertised in a newspaper of general circulation one time in advance of the public hearing, stating the date, time, place, and nature of the public hearing, and the location where further information may be obtained regarding the subject matters to be considered. Advertisements shall comply with the public notice requirements required by applicable Florida Statutes and law.

(2) Proposed ordinances or resolutions and notice shall be placed at city hall for public review in advance of each public hearing.

(3) At the public hearing, the city attorney shall read any ordinance or resolution by title or in full, as required by general law or city charter, for the public record, and provide general background to the item along with city staff.

(4) Members of the public speaking on public hearing items, though entitled to be heard by the city commission, are not entitled to an immediate response by either administrative staff members or city commission members once the public hearing is closed; however, commission discussion may or may not include a response. No question by the public should be addressed directly to any member of the administrative staff.

(5) Public comment by individual speakers from the audience on public hearing agenda items shall be limited to three (3) minutes. Representatives of recognized groups shall be limited to five (5) minutes; and total comments on a single issue shall be limited to thirty (30) minutes. Applicants shall be limited to ten (10) minutes. The city commission may grant additional time by consensus, or majority vote, of the City Commission if the complexity of the relevant issues addressed during the public hearing require additional public debate. The city commission by consensus, or majority vote, also reserves the right to reduce the time limits to

speak if the hour of the commission meeting is late or a large number of speakers desire to speak. Only one (1) presentation per person per issue shall be allowed.

(6) Speakers shall be limited to speak on the subject matter of the public hearing item. The presentation of repetitious questions or information concerning the public hearing item shall not be permitted.

(j) *Public Comments on Propositions Not on the Agenda.* If a proposition is considered by the city commission at a meeting which is not listed on the agenda, and consideration shall constitute final official city commission action, then the mayor will offer the public an opportunity to speak to that item before the decision is made. However, if final official city commission action on the proposition will occur at a subsequent city commission meeting, the mayor will offer the public an opportunity to speak to that item at the meeting at which the city commission takes final official action on the proposition subject to the applicable provisions of the city code. Under this section, the term "proposition" does not include ministerial, emergency and quasi-judicial matters as those terms are generally defined in subsection (h)(1)c. of this section.

(k) *Speaker Cards.* The city clerk will create and maintain a short form, subject to the city commission's approval, for an individual to use in order to inform the city commission of a desire to be heard during delegations and public hearing items; to indicate his or her support, opposition, or neutrality on an agenda item or proposition before the city commission for consideration; and to indicate his or her designation of a representative to speak for him or her or his or her group on an agenda item or proposition before the city commission if he or she so chooses. The form will also contain the individual's contact information for purposes of demonstrating compliance with the commission rules and procedures and following up on matters to the extent the city believes follow-up is necessary. Forms must be completed by the individual at the meeting and submitted to the city clerk, who will provide them to the mayor or the presiding city commissioner for consideration and handling during the meeting. A person submitting a form is not required to speak, but may request on the form that the mayor or the presiding city commissioner briefly note for the record their support or opposition for an agenda item or proposition before the city commission.

(~~k~~l) *Appeals; Preservation of a Record.* It shall be the responsibility of any person deciding to appeal any decision made by the city commission with respect to any matter considered to preserve the record including, but not limited to, a verbatim record of the proceedings and testimony and evidence upon which any such appeal is to be based. In the event that such person prepares or has prepared a verbatim transcript of the proceeding by a court reporter, the person shall be required to provide a courtesy copy of the transcript to the city clerk for purposes of maintaining public records and any future appeal.

(~~l~~m) *Campaign-Free Zone.* The city commission chamber is hereby declared a campaign-free zone and visible campaign materials and speeches shall be prohibited in the chamber during city commission meetings. Standard size (approximately 2 inches by 4 inches) candidate name

badges are permitted and shall not be considered campaigning under this subsection.

(n) *Placards, Signs, Posters, Flags and Banners.* Due to the limited size and function of the city commission chambers and city hall lobby, and for the safety and protection of the public attending commission meetings, the public is prohibited from bringing placards, signs, posters, flags and banners for public display within the chamber and lobby during city commission meetings, unless a placard, sign, poster, flag or banner is authorized in advance by the city manager or city commission to be ceremonially presented to the city commission as part of an agenda item. However, in such instances, the placard, sign, poster, flag or banner shall be properly stored and set aside until the ceremonial presentation in order to avoid disrupting the meeting, impeding the public's attendance, or injuring the public in attendance.

(~~m~~o) *Enforcement; Order of Removal.* The mayor or the presiding city commissioner shall enforce the rules adopted by the city commission. Any person in violation of any of the rules shall first be given a warning of the violation. Any subsequent violations shall be cause for removal from the chambers by the police chief or his designee for the remainder of the city commission meeting by order of the mayor, the presiding city commissioner or a majority of the city commission. Notwithstanding, the mayor, the presiding city commissioner or a majority of the city commission may order the immediate removal of any person from the city commission chambers that poses a threat to property or life safety.

Sec. 2-29 Additional Rules of Conduct. The mayor and city commissioners shall adhere to the following additional rules of conduct:

(a) The proper statutory and city charter role of a mayor and city commissioner, as with any elected member of a legislative body, is to act collectively, not individually, to set and/or revise and/or to apply the city's governing policies and that the city manager and staff administer such policies.

(b) The mayor and city commissioners, individually, do not manage the affairs of the city. The mayor and city commissioners will not intrude into daily operations or spheres of responsibility designated by Florida Statutes, city code, and city charter to the city manager as the chief executive officer; or undermine the city manager's lawful authority. The city manager is responsible for administering the policy direction established by a majority vote of the city commission and not the policy wishes of the mayor or one individual city commissioner.

(c) The mayor and city commissioners represent the interests of the entire city when making decisions and will rely upon available facts and their respective independent judgment. In their official capacity as an elected representative of the city, the mayor and city commissioners will avoid conflicts of interest and avoid using their official position for personal, professional, or partisan gain.

(d) The mayor and city commissioners will demonstrate dignity, respect, and courtesy toward

those whom they are in contact with in their official capacity as either the mayor or city commissioner. The mayor and city commissioners will refrain from intimidation and ridicule of the mayor, fellow commissioners, city manager, city attorney, staff, citizens of the city, and city utility customers.

(e) The mayor and city commissioners, in their official capacity as an elected representative of the city, will refrain from inappropriate language including statements that are malicious, threatening, slanderous, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an elected official and the honor of serving as an elected representative of the city.

(f) The mayor and city commissioners will focus on solving problems, and in doing so will maintain appropriate decorum and professional demeanor in the conduct of city business and work cooperatively and conscientiously with others as they respectively request or receive information, examine data or weigh alternatives in the decision-making process.

(g) 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.

(h) The mayor and city commissioners will devote adequate time for preparation prior to city commission meetings and as much as possible, the mayor and each member of the city commission will be in attendance at such meetings and all other scheduled events where their official participation is required.

(i) The mayor and city commissioners will respect diversity and encourage the open expression of divergent ideas and opinions from the mayor and fellow city commissioners, city manager, city attorney, staff, citizens of Winter Springs, and city utility customers. They will listen actively and objectively to others' concerns or constructive criticisms.

(j) The mayor and city commissioners will refrain from any individual action that could compromise lawfully authorized decisions of the city or the integrity of the city and the mayor and fellow commissioners. The mayor and city commissioners will delineate clearly for any audience whether they are acting or speaking as an individual citizen or in their respective capacity as a representative of the city.

(k) The mayor and city commissioners will maintain in confidence any privileged or confidential information provided to them by the city and will not disclose such information

publicly or to any person who has not been duly authorized by the city to receive such information, unless such disclosure is duly authorized by the city commission or city manager or required by law. In addition, the mayor and city commission will refrain from copying any written privileged or confidential documents provided to them by the city and will keep such documents in safekeeping. Further, upon leaving office or upon request by the city commission or city manager, the mayor and city commissioners will return to the city any privileged or confidential documents or materials provided to them by the city while serving on the city commission. For purposes of this paragraph, privileged and confidential information is only information that is deemed privileged or confidential and/or exempt from public records disclosure by law. By way of example, and without limiting the scope of the kinds of information that could be privileged or confidential and/or exempt, the following information is generally deemed privileged or confidential and/or exempt from public disclosure: (i) information pertaining to security systems for any property owned or leased by the city; (ii) risk assessment information to determine security threats to data, information and information technology resources of the city; (iii) attorney-client work product related to pending or reasonably anticipated litigation or city claims file; (iv) city commission transcripts of attorney-client litigation sessions until the conclusion of litigation; (v) claims files regarding the city's risk management program (vi) information concerning the plans, intentions, or interests of a private entity to located, relocate or expand its business activities within the city if the private entity requests such confidentiality in writing; (vii) all work product developed by the city in preparation for collective bargaining negotiations, and during negotiations; (viii) trade secrets and proprietary business information contained in records held by the city; (ix) certain personal identifying and health information contained in records held by the city when required by law; (x) active criminal intelligence information and active criminal investigative information; and (xi) any information revealing law enforcement surveillance techniques or procedures or personnel or information revealing the identity of a confidential informant or confidential source. The mayor and city commissioners may contact the city manager or city attorney with any questions on whether certain information falls within the scope of this paragraph.

(l) The mayor and city commissioners will abide by all laws of the State of Florida applicable to their official conduct on the city commission, including but not limited to the Government in the Sunshine Law, the Florida Public Records Law, the Florida Code of Ethics for Public Officers, and city rules and procedures and codes of conduct adopted by the city commission including, but not limited to, the rules and procedures and code of conduct expressed in this article.

(m) The mayor and city commissioners will promote constructive relations in a positive climate with all city employees, city attorney, and city contractors and consultants consistent with their official role on the city commission, as a means to enhance the productivity and morale of the city. The mayor and city commissioners will support the city manager's decision to employ the most qualified persons for staff positions. The mayor and city commission will recognize the bona fide achievements of the city manager, staff, city attorney, city contractors and consultants, business partners, and others sharing in, and striving to achieve, the city's mission and strategic objectives.

(n) The mayor and city commissioners will enhance their knowledge and ability to contribute value to the city as a member of the city commission by keeping abreast of issues and trends that could affect the city through reading, continuing education and training. The mayor and city commissioners will study policies and issues affecting the city, and will attend training programs if required by the city or law. A continuing goal of the mayor and city commissioners will be to improve their respective performance as a member of the city commission.

(o) The mayor and city commissioners will value and assist each other on the city commission by exchanging ideas, concerns, and knowledge through lawful means of communication. Together, they will help build positive community support for the city's mission and the policies and strategic objectives established by the city commission.

(p) The mayor and city commissioners will support and advocate for their respective beliefs, but will remain open to understanding the views of others. The mayor and city commissioners recognize that they each share in the responsibility for all city decisions and will accept the will of duly authorized decisions of the city commission and city electorate.

(q) The mayor and city commissioners understand that their first priority as a member of the city commission will always be to look out for the best interests of the citizens of the city and the public health, safety and welfare. The mayor and city commissioners will seek to provide appropriate leadership that nurtures and motivates city citizens to be stakeholders in the affairs and achievements of the city.

(r) The mayor and city commissioners will be accountable to the city commission for any violations of the rules and procedures and rules of conduct established by the city commission under this article.

Sec. 2-30 Quasi-Judicial Rules and Procedures of the City Commission. The city commission recognizes that certain agenda items presented to the city commission for a final decision are considered by the courts as quasi-judicial in nature. Under applicable law, quasi-judicial proceedings require the mayor and city commissioners to serve as a quasi-judicial decision maker. The city commission must afford due process and comply with due process requirements including, but not limited to, notice, a hearing before an impartial decision-maker, and a right to a fair and orderly hearing process where applicants and interested parties are afforded an opportunity to be heard and present evidence. The following rules and procedures are not intended to be strictly applied, but rather are intended to serve as a guide to assist the mayor and city commission with conducting a quasi-judicial hearing in accordance with the requirements of law:

(a) *Categories of Decisions – Quasi-judicial Defined Generally.* For purposes of understanding the context of this section, the city commission will make a variety of different types of decisions that the law classifies differently. For example, some decisions are classified

legislative, executive/administrative, or quasi-judicial in nature. The decision making process employed by the city commission and scope of judicial review are markedly different for the different classifications. Quasi-judicial matters are agenda items that generally require the city commission to apply a general rule of existing policy. Such agenda items include, but are not limited to, land use and other applications such as rezonings, variances, special exceptions, conditional uses, special permits, site and engineering plans, and subdivisions of land and plats.

(b) *Legislative and Executive/Administrative Decisions – Generally.* This section is not intended to be applicable when the city commission is exercising legislative and executive/administrative decision making authority. For example, and without the intention of being a limitation on such decisions, the Florida Supreme Court has held that comprehensive plan amendments are considered a formulation of policy and therefore, are considered legislative actions and not quasi-judicial in nature. The adoption of an ordinance or resolution by the city commission that formulates policy is also considered a legislative action. The approval of contracts, appointing of board members and the purchasing of good and services are executive/administrative decisions.

(c) *Fundamental Requirements.* Quasi-judicial proceedings ~~matters~~ shall comply with the minimum requirements of law. Interested parties shall at a minimum be permitted to be heard, present evidence, be represented by counsel, and cross examine witnesses. Decisions made by the city commission will be based on competent substantial evidence presented on the record at the hearing and based upon the application of applicable criteria established by law.

(d) *Competent Substantial Evidence.* Competent substantial evidence has been generally defined by the courts as such evidence as will establish a substantial basis of fact from which the fact at issue can be reasonably inferred. It is such relevant evidence as a reasonable mind would accept as adequate to support a conclusion.

(e) *Burden of Proof.* The applicant seeking approval of an application has the burden of proving that the proposed application is consistent with the city's comprehensive plan and complies with all of the applicable substantive criteria and procedural requirements of the city code and other applicable provisions of law.

(f) *Objectors; Party Intervenor Applications.*

(1) Persons objecting to an application must prove standing, which is the cornerstone of their right to present any case against an application. Standing is subject to applicable statutory and case law. Typically, but not in every case, the person seeking to prevent or overturn a quasi-judicial decision must show special damages and an interest different in kind and degree from that of the general public's at large. The city commission reserves the right to contest any person's standing to participate in a quasi-judicial hearing at any time through all appellate proceedings even if the person was permitted to participate in the hearing.

(2) An affected party who believes that they have legal standing and can demonstrate that they have a special interest and may suffer special damages different in kind and degree from that of the general public's at large, can file a party intervenor application with the city manager requesting to be formally declared a party intervenor for purposes of presenting factual and expert testimony and evidence at the quasi-judicial hearing. The application shall be filed at least seven (7) days prior to the scheduled quasi-judicial hearing and shall state with specificity the factual and legal basis on which the party believes they have legal standing, and a general list of witnesses and evidence that the party anticipates submitting to the city commission. Failure to timely file a party intervenor application shall be deemed a waiver of the opportunity to seek a party intervenor determination by the city commission. Applications timely filed will be reviewed for legal sufficiency by the city attorney and presented to the city commission at the commencement of the hearing for a determination. The city commission may limit the number of party intervenors or consolidate party intervenors for presentation purposes to avoid unnecessary repetition and delay of the quasi-judicial hearing. If the city commission grants party intervenor status to a party, the party will be afforded time at the hearing to present the factual and expert testimony and evidence in accordance with subsection (h) of this section. Party intervenors may be sworn-in as witnesses and shall be subject to cross-examination by other parties or party intervenors, and shall be required to qualify expert witnesses, as appropriate.

(g) *Rules of Evidence.* The strict rules of evidence shall not apply. However, the city commission is required to make decisions on quasi-judicial agenda items based on testimony and evidence that is actually presented on the record at the hearing. The following evidentiary rules should be considered when the city commission receives testimony and evidence at the hearing:

(1) *Lay Testimony.* Citizen testimony is permissible and may ~~will~~ constitute competent substantial evidence so long as it is fact-based. Mere generalized statements of opposition are to be disregarded. The polling of citizens to determine who is "for" or "against" an agenda item is not competent substantial evidence and should not be permitted at the hearing.

(2) *Records, Maps and Reports.* Maps, diagrams, reports and other official records may be ~~are~~ competent substantial evidence in themselves including, but not limited to, all official records of the city of Winter Springs and any other local, state, federal government agencies.

(3) *Expert Testimony.* The opinions and recommendations of professional city staff members including, but not limited to, city planning and zoning staff, the city engineer, law enforcement and fire personnel, and other qualified staff members may constitute competent substantial evidence, provided such opinions and recommendations are related to the city staff person's professional expertise and qualifications. The opinions of other duly qualified professionals and experts of applicants and objectors may ~~are~~ also be similarly considered competent substantial evidence.

(4) *Hearsay evidence.* Hearsay evidence may be ~~is~~ admissible provided it is used to support other competent substantial evidence presented in the record before the city commission.

(h) *Presentation of Evidence*. Unless otherwise required by the city commission or as permissible in subsectionparagraph (h)(1+3) below, the following order of presentation will generally occur on agenda items that are subject to a quasi-judicial hearing:

(1) The mayor will briefly introduce the item (approx. 3 minutes).

(2) The city attorney shall read any ordinance considered by title or in full pursuant to the requirements of the city charter for the public record, present party intervenor applications timely received for the city commission's determination, and provide general background to the agenda item to the extent necessary (approx. 5 minutes).

(3) The city administrative staff and any staff consultants shall present a summary of the application and agenda item and its findings, opinions or recommendation on that application (approx. 10 minutes).

~~(4) To the extent that the item is a public hearing, the mayor shall open the public hearing and invite any members of the audience to speak to the issue and to present any factual or expert testimony relevant to the matter being considered. If the matter is not a public hearing item, objectors with standing will be permitted to speak to the issue and to present any factual or expert testimony relevant to the matter being considered.~~

(~~5~~4) The applicant and any factual and expert witness(es) will~~to~~ provide testimony and evidence on the application and matter being considered (maximum 15 minutes).

(5) Any Party Intervenors and any factual and expert witness(es) will provide testimony and evidence on the application and matter being considered (maximum of 10 minutes).

(6) To the extent that the item is a public hearing, the mayor shall open the public hearing and invite any person in attendance to speak to the issue and to present any factual or expert testimony (if any) relevant to the matter being considered (maximum 3 minutes per person or 5 minutes per representative of recognized groups). If the matter is not a public hearing item, objectors (not granted party-intervenor status), proponents and the general public will be permitted to speak to the issue and to present any factual or expert testimony relevant to the matter being considered (maximum 3 minutes per person or 5 minutes per representative of recognized groups).

(~~6~~7) cross-examination of adverse witnesses shall be permitted during testimony to the extent requested and necessary in furtherance of due process requirements (maximum 5 minutes per witness).

(8) At the close of the evidentiary presentation, the applicant and staff will be afforded the opportunity to rebut any testimony and evidence. (maximum 5 minutes each).

(~~7~~9) At ~~such time all the evidence is presented to the city commission~~the conclusion of the rebuttal, the mayor shall close the evidentiary portion of the hearing and the city commission shall deliberate and make a final decision on the agenda item. To the extent deemed necessary by the city commission, at its discretion, the city commission may reopen the evidentiary portion of the hearing if the mayor and city commissioners have additional evidentiary inquiries of the applicant, staff or any party intervenor.

(~~8~~10) Any documentation presented to the city commission in support of or in opposition to an application and agenda item shall be offered into the record at the hearing by submitting a copy or copies of same to the city clerk. The city clerk shall keep one copy of the documents as part of the record of the proceeding. It shall be the responsibility of the party offering the evidence to make sure that it is received by the city clerk as part of the record, and that extra copies be presented to the mayor and city commissioners as deemed necessary or requested by the city commission.

(~~9~~11) The agenda item and any staff report presented on any application and all applicable city codes and ordinances and state and federal law shall be deemed part of the record in all applications considered by the city commission.

(1~~0~~2) If an applicant, party intervenor, or objector anticipates presenting, for the hearing record, a detailed written report as evidence, the applicant, party intervenor, or objector may submit the report to the city clerk in advance of the hearing and the report will be distributed to the mayor, city commission, city staff and any other interested person requesting the same prior to hearing to the extent feasible so the mayor and city commission and interested persons may examine the report prior to the hearing. Applicants, party intervenors, and objectors shall not submit such reports or any other evidentiary information directly to the mayor and city commission prior to the hearing.

(1~~1~~3) The city commission recognizes that in limited cases a full-blown quasi-judicial hearing may not be needed in order to ensure due process is satisfied before the city commission takes final action on an application. Such limited cases may occur when: (i) a specific application does not require a public hearing; (ii) the application is deemed complete and supported by a city staff recommendation in favor of approval in accordance with applicable requirements; (iii) the applicant concurs with the city staff recommendation; and (iv) no party intervenor or interested party has appeared at the city commission meeting to contest or seriously question the application and the recommendation and competent substantial evidence contained in the city staff~~'s~~ recommendation. In such cases, the city commission may dispense with the evidentiary presentation formalities set forth in this subsection (~~g~~h), consider the matter informally at its discretion, and rely on the city staff recommendation as uncontested and unrebutted competent substantial evidence, and take final action in a manner deemed appropriate by the city commission to conduct orderly and efficient city business.

(14) The city commission may modify the time limits specified in this subsection (h) on

its own motion or consensus or upon request of a party to the proceeding. A request for a modification of time should be considered by the city commission to assure all parties have an opportunity to participate without undue repetition and delay in furtherance of affording due process.

(i) *Swearing-In of Witnesses.* Persons presenting evidence and expert testimony may be required to take an oath and be sworn by the city attorney, collectively or individually, in substantially the following manner:

I (state witness name) swear or affirm to tell
the truth, the full truth, and nothing but the truth.

(j) *Impartial Decision Maker; Voting Conflicts.* The mayor and city commissioners sitting in a quasi-judicial capacity will each endeavor to act in an impartial and unbiased manner when it considers quasi-judicial agenda items. The city commission will base its final decision on such agenda items based upon the weight and credibility of competent substantial evidence, both direct and circumstantial, that is presented in the record at the quasi-judicial proceeding before the city commission. The mayor and city commissioners are each permitted to make deductions and reach conclusions which reason and common sense lead them to make in furtherance of legitimate government purposes that are in the city's best interests~~.~~ Decisions of the city commission are made as a collective body, by majority vote, ~~are based~~ on a case-by-case basis. The mayor and city commissioners are not expected to testify at the proceeding and are not expected to engage in independent fact finding outside of the proceeding. The city commission may consider the advice of the city manager, city staff and city attorney in their respective official capacities. To the extent that the mayor or any city commissioner believes that they have a voting conflict of interest on any agenda item, under section 112.3143, Florida Statutes or other applicable law, the mayor or city commissioner with the conflict shall declare a voting conflict and recuse themselves from participating in the proceeding, abstain from voting upon the agenda item, and file the applicable voting conflict form. In addition, pursuant to section 286.012, Florida Statutes, the mayor or any city commissioner may abstain from voting on a quasi-judicial agenda item if the abstention is to assure a fair proceeding free from potential bias or prejudice.

(k) *Ex Parte Communications.* The mayor and city commissioners will neither knowingly initiate nor consider ex parte communications not disclosed on the record concerning the merits of any quasi-judicial application that is currently pending before the city commission or that the mayor or city commissioners knows or reasonably expects will be filed with the city commission within 180 days after the date of any such communication. To the extent feasible and practicable, the mayor or city commissioners should avoid ex parte communications concerning the merits of any such application. Applicants, Party Intervenors, and ~~N~~any other non~~-~~city staff persons desiring to discuss the merits of such Applications or to provide written documents that would be considered ex parte communications should be directed to contact the city manager or his or her designee responsible for processing the application. The city manager or his or her designee will be responsible for handling the discussion or written communication in a manner deemed

appropriate. The city manager or his or designee will be responsible for scheduling and conducting all meetings, and handling all official communications between the city (and its officials and employees) and applicants and Party Intervenors.

(1) Pursuant to Section 286.0115, Florida Statutes, if the mayor or any city commissioner receives ex parte communications regarding any Application, the mayor or any city commissioner must publicly disclose such communications before or during the hearing at which a vote is taken on the quasi-judicial matter, so that persons who have opinions contrary to those expressed in the ex parte communications are given a reasonable opportunity to refute or respond to the communications. Specifically, all written communications received and all written responses to such communications will be placed on the record at the hearing, and the substance of all oral communications received and all oral responses made will be placed on the record.

(2) This subsection (k) is not intended to prohibit the mayor and city commissioners from making official inquiries of, or obtaining advice from, the city manager, city staff and city attorney in their respective official capacities.

(3) This subsection (k) is not intended to preclude the mayor and city commissioners from communicating with constituents and members of the public regarding the general existence or status of any application nor preclude the mayor or any city commissioner from attending community or homeowner's association meetings which are generally open to city residents and constituents at which an application may be discussed. In such circumstances, the mayor and city commissioners will neither knowingly initiate nor participate in ex parte communications regarding the merits of any application.

(l) *Continuance of Hearings.* By majority vote of the city commission, the city commission may continue a quasi-judicial hearing on its own initiative or the request of city staff, the applicant or any interested party with standing in order to allow additional time to gather additional relevant evidence to be presented to the commission at a subsequent meeting.

(m) *Written Orders of Final Decisions.* Final decisions made by the city commission regarding quasi-judicial applications and agenda items shall be made verbally by motion and roll call majority vote, but in some cases shall also be memorialized in a separate writing as follows:

(1) Pursuant to section 166.033, Florida Statutes, when the city commission denies an application for a development permit, as that term is defined in section 163.3164, Florida Statutes, city staff is directed to prepare and send written notice to the applicant based on the city commission's decision. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority on which the city commission based the denial of the permit, which may be contained in the agenda item presented by city staff. "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land; or

(2) By majority vote of the city commission, the city commission may direct the city attorney to prepare a proposed order, which will include findings of fact and conclusions of law, for the commission to consider as final commission official action on a quasi-judicial matter. If such direction is given to the city attorney, the hearing will be continued to another city commission meeting at which the commission will consider adopting the proposed order as presented or modified by commission. A copy of the final order will be provided to the applicant and other interested parties upon request; or

(3) Pursuant to other requirements of law; or

(4) If notice is not required by subsections (1)(2) or (3) above, City staff may provide a courtesy notice to the applicant of the city commission's final decision.

(n) *Supplemental Quasi-judicial Rules.* To the extent necessary, the city commission may adopt or employ at a particular hearing supplemental quasi-judicial rules of procedure which shall apply to quasi-judicial matters consistent with the requirements of law.

(o) Advisory *Hearing Officer.* The city commission may, at its discretion, appoint an independent, advisory hearing officer to conduct a quasi-judicial hearing under this section for purposes of recommending a written order regarding any application. The written order will contain recommended findings of fact and conclusions of law. The hearing officer shall be a member of the Florida Bar in good standing for five or more years, and must demonstrate satisfactory knowledge of municipal law and quasi-judicial proceedings.

Sec. 20-31 Savings Clause; Waiver of Rules and Procedures. This article II is adopted for the sole benefit of the mayor and city commission for purposes of conducting orderly and efficient meetings. No person shall have any claim, right, or privilege whatsoever against the city or any of its mayor, city commissioners, officials and employees by virtue of the provisions of this article II. The failure of the mayor, city commissioners, city commission or any city official and employee to abide by any of the rules and procedures contained under this article II shall not have any adverse or negative effect on any ~~final~~ decision made by ~~a majority vote of~~ the city commission. It is the intent and purposes of this section to provide that a violation of any of the specific rules and procedures set forth in this article shall not be, in and of itself, a legal basis to bring any cause of action against the city and its officials and employees or challenge or nullify an otherwise lawful action of the City Commission. This article II shall not be construed or interpreted as the city consenting to be sued by any third party including, but not limited to, any applicant, party intervenor, objector, or any other person if compliance with the provisions of this article does not occur. The city commission reserves the right to expressly or impliedly waive the application of any provision of this article in its discretion.

Section 3. 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 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **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 6. **Effective Date.** This Ordinance 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, 2016.

_____
CHARLES LACEY, 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

First Reading:	September 26, 2016
Legal Ad Published:	September 29, 2016
Effective Date:	October 10, 2016

PUBLIC HEARINGS AGENDA ITEM 402

CITY COMMISSION AGENDA | MARCH 28, 2022 REGULAR MEETING

TITLE

Adopt on Second Reading Ordinance No. 2022-03 clarifying and amending the City Commission Rules of Conduct

SUMMARY

At the City Commission meeting on January 24, 2022, the City Commission under new business requested the City Attorney to review the City Commission Code of Conduct and propose an ordinance clarifying that it is not intended to prohibit the Mayor and City Commissioners from exercising their right to freedom of speech and expression. The Ordinance proposes to add a provision explicitly recognizing such rules of conduct were not intended to abrogate, limit, or interfere with the freedom of speech or expression enjoyed by the Mayor or any City Commissioner under the Florida and United States Constitutions, and the right of the City Commission, as a governing body, to communicate its position on any issue or matter in accordance with law.

During First Reading, the City Commission also directed that two other clarifications be made to the Code of Conduct related to Section 2-29 (2) and (4) which have been made to the Ordinance.

First Reading was held February 28, 2022.
Legal Ad ran on March 16, 2022.

RECOMMENDATION

Staff recommends the Commission adopt Ordinance No. 2022-03 on Second Reading.

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; CLARIFYING AND AMENDING THE CITY OF WINTER SPRINGS CODE OF ORDINANCES, SECTION 2-29 REGARDING CITY COMMISSION ADDITIONAL RULES OF CONDUCT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission desires to clarify and amend Section 2-29 of the City Code regarding City Commission additional rules of conduct by wordsmithing, and correcting a typographical error in, several subsections and explicitly recognizing such rules of conduct were not intended to abrogate, limit, or interfere with the freedom of speech or expression enjoyed by the Mayor or any City Commissioner under the Florida and United States Constitutions, and the right of the City Commission, as a governing body, to communicate its position on any issue or matter in accordance with law.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Winter Springs.

Section 2. **Code Amendment.** Section 2-29 of the City Code is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Section 2-29. It is intended that the text in Section 2-29 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Sec. 2-29. Additional rules of conduct.

(a) The mayor and city commissioners shall adhere to the following additional rules of conduct:

***

(2) The mayor and city commissioners, individually, do not manage the affairs of the city. The mayor and city commissioners will not intrude into daily operations or spheres of responsibility designated by state statutes, City Code, and City Charter to the city manager as the chief executive officer; or undermine the city manager's lawful authority. The city manager is responsible for administering the policy direction established by a majority vote of the city commission and not the policy wishes of the mayor or ~~one (1) individual~~ city commissioners not acting as a governing body by majority vote.

***

(4) The mayor and city commissioners will demonstrate dignity, respect, and courtesy toward those whom they are in contact with in their official capacity as either the mayor or city commissioner. The mayor and city commissioners will refrain from intimidation and ridicule of others including, but not limited to, the mayor, fellow commissioners, city manager, city attorney, staff, citizens of the city, and city utility customers.

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(11) The mayor and city commissioners will maintain in confidence any privileged or confidential information provided to them by the city and will not disclose such information publicly or to any person who has not been duly authorized by the city to receive such information, unless such disclosure is duly authorized by the city commission or city manager or required by law. In addition, the mayor and city commission will refrain from copying any written privileged or confidential documents provided to them by the city and will keep such documents in safekeeping. Further, upon leaving office or upon request by the city commission or city manager, the mayor and city commissioners will return to the city any privileged or confidential documents or materials provided to them by the city while serving on the city commission. For purposes of this paragraph, privileged and confidential information is only information that is deemed privileged or confidential and/or exempt from public records disclosure by law. By way of example, and without limiting the scope of the kinds of information that could be privileged or confidential and/or exempt, the following information is generally deemed privileged or confidential and/or exempt from public disclosure: (i) information pertaining to security systems for any property owned or leased by the city; (ii) risk assessment information to determine security threats to data, information and information technology resources of the city; (iii) attorney-client work product related to pending or reasonably anticipated litigation or city claims file; (iv) city commission transcripts of attorney-client litigation sessions until the conclusion of litigation; (v) claims files regarding the city's risk management program (vi) information concerning the plans, intentions, or interests of a private entity to locate~~d~~, relocate or expand its business activities within the city if the private entity requests such confidentiality in writing; (vii) all work product developed by the city in preparation for collective bargaining negotiations, and during negotiations; (viii) trade secrets and proprietary business information contained in records held by the city; (ix) certain personal identifying and health information contained in records held by the city when required by law; (x) active criminal intelligence information and active criminal investigative information; and (xi) any information revealing law enforcement surveillance techniques or procedures or personnel or information revealing the identity of a confidential informant or confidential source. The mayor and city commissioners may contact the city manager or city attorney with any questions on whether certain information falls within the scope of this paragraph.

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(b) The rules of conduct shall not be construed or interpreted in any way to abrogate, limit, or interfere with the freedom of speech or expression enjoyed by the Mayor or any City Commissioner under the Constitutions of Florida and United States. Neither shall the rules of conduct be construed or interpreted in any way to abrogate, limit, or interfere with the City Commission's right, as a governing body, to communicate its position on any issue or matter in accordance with law.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts or ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation into Code. This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors

may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **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 6. **Effective Date.** This Ordinance shall become effective upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the ____ day of March, 2022.

_____
Kevin McCann, Mayor

ATTEST:

_____
Christian Gowan, City Clerk

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

_____
Anthony A. Garganese, City Attorney

First Reading: _____
Legal Ad: _____
Second Reading: _____

LegalNotices

Additional Public Notices can be found online at classifieds.orlandosentinel.com and floridapublicnotices.com

Advertisements for Bid

BID NOTICES

The Orange County Board of County Commissioners is soliciting bids (IFBs) and proposals (RFPs) for goods, services, construction and professional services. Interested parties may obtain documents and subscribe to notifications at www.ocfl.net/eprocurement.
For assistance, email procurement@ocfl.net or call 407-836-5635.
Mar. 2, 9, 16, 23, 30, 2022 7136158

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:

EMERALD GROVE APARTMENTS

under which (I am) (we are) engaged in business at 4582 S. Ulster Street Pkwy., Ste. 1200 Denver, CO 80237 That the (party) (parties) interested in said business enterprise is as follows:

GPAI GROVE, LLC
4582 S. Ulster Street Pkwy., Ste. 1200 Denver, CO 80237

Dated at Orlando , Orange County , Florida, 3/11/2022

ORG7169703 3/16/2022

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:

ASCEND VISION PARTNERS

under which (I am) (we are) engaged in business at 1911 N. Mills Ave. Orlando, FL 32803 That the (party) (parties) interested in said business enterprise is as follows:

SOUTHEASTERN EYECARE MANAGEMENT, LLC 1911 N. Mills Ave. Orlando, FL 32803

Dated at Orlando, Orange County , Florida, 3/14/2022

ORG7169720 3/16/2022

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:

MAC Funding Capital

under which (I am) (we are) engaged in business at 3674 Okeechobee Circle Ste 1 That the (party) (parties) interested in said business enterprise is as follows:

Ennovy Enterprises, LLC
3674 Okeechobee Circle Ste 1

Dated at Casselberry, Seminole County , Florida, 03/14/2022

SEM169988 3/16/2022

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:

RATE LENDING

under which (I am) (we are) engaged in business at 3940 N RAVENSWOOD, CHICAGO, IL 60613 That the (party) (parties) interested in said business enterprise is as follows:

GUARANTEED RATE, INC.
3940 N RAVENSWOOD

Dated at CHICAGO, Orange County , Florida, 03/15/2022

ORG7170500 3/16/2022

Miscellaneous Legals

LEGAL NOTICE

Synovus Bank, Columbus, GA intends to apply to the Federal Reserve Board for permission to establish a branch at 1859 West State Road 434, Longwood, FL 32750. The Federal Reserve considers a number of factors in deciding whether to approve the application including the record of performance of applicant banks in helping to meet local credit needs.

You are invited to submit comments in writing on this application to the Federal Reserve Bank of Atlanta, 1000 Peachtree Street N.E., Atlanta, Georgia 30309-4470. The comment period will not end before March 31, 2022. The Board's procedures for processing applications may be found at 12 C.F.R. Part 262. Procedures for processing protested applications may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application, contact Erlen Terry, Assistant Vice President, at (404) 498-7106. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application if they are received in writing by the Reserve Bank on or before the last day of the comment period.
3/16/2022 7166187

LEGAL NOTICE

IN THE THIRTYFOURTH JUDICIAL CIRCUIT COURT IN AND FOR OGEMAW COUNTY, MICHIGAN

CASE NUMBER : 21-651919-DO IN RE: THE MARRIAGE OF: JOSEPH OSWALD
Petitioner/ Husband, and ANNE LYNNE KERN Respondent/ Wife.

NOTICE OF HEARING AND MOTION FOR ENTRY OF DEFAULT JUDGEMENT FOR DISSOLUTION OF MARRIAGE To: ANNE LYNNE KERN 917 E FOURTH AVE, MOUNT DORA, FL 32757 AND 5580 GULFSTEAM ST, TAVARES, FL, 32778. YOU ARE NOTIFIED that a complaint for divorce has been filed against you and that you are required to serve a copy of your written defense, if any, to it on Joseph Oswald 854 N Morrison Rd. West Branch, MI 48661, on or before 3/15/2022 and file the original with the clerk of 34th Judicial Court at 806 W Houghton Ave, West Branch, MI 48661 before service on Petitioner or immediately therafter. If you fail to do so, a default may be entered against you. Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request. Filed 1/14/2022 CLERK OF THE 34th CIRCUIT COURT.
3/02 3/09 3/16/2022 7160503

REQUEST FOR QUALIFICATIONS RFP# 35-22-01

City of Zephyrhills is accepting sealed responses to RFQ# 35-22-01: Brand Research and Development Professional Services.

Due Date: Friday – April 29, 2022 – 2 PM

https://www.bidnetdirect.com/

Bid documents may be downloaded from BidNet Direct, https://www.bidnetdirect.com/florida/cityofzephyrhills. Registration is FREE. All project documentations and addendums will be available at this location. It is the sole responsibility of all interested parties to ensure the receipt of any addendums.

ADDITIONAL INFORMATION: Please send your inquiry via email to Karen Miller, Purchasing Agent at kmiller@ci.zephyrhills.fl.us
3/02/2022 7160831

NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE 2022-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; CLARIFYING AND AMENDING THE CITY OF WINTER SPRINGS CODE OF ORDINANCES, SECTION 2-29 REGARDING CITY COMMISSION ADDITIONAL RULES OF CONDUCT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

CITY COMMISSION SECOND READING/ADOPTION PUBLIC HEARING WILL BE HELD ON MONDAY, MARCH 28, 2022 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.
3/16/2022 7162205

MANUFACTURING EQUIPMENT AUCTION
Online Only – Bidding Closes April 1st

Circle Redmont in Melbourne, FL is selling everything to the highest bidder!

Metal fab equip., Welders, Concrete Equip., Glass Block Inventory, Forklifts, CNC Router, Robotic Welder, Truck, Tractor, Tools, & much more!

View the catalog and bid now @ worleyauctioneers.com

Auctioneer Penny Worley

FL License AU4164
3/16/2022 3/20/2022 7169764

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REGULAR AGENDA ITEM 504

CITY COMMISSION AGENDA | JUNE 23, 2025 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

N/A