



CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, JANUARY 8, 2024 - 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. UCF Business Incubator Annual Report
[UCFBI 2022 - 2023 End of the Year Report.pdf](#)

INFORMATIONAL AGENDA

200. Current Development Projects Summary
[January 2024 CommDev Report.pdf](#)

PUBLIC INPUT

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

CONSENT AGENDA

300. Chau Medical Plaza - First Modification to the Development Agreement
[Chau_Medical_-_First_Modification_to_Development_Agreement.pdf](#)
301. Purchase of Two (2) Code Enforcement Vehicles.
[2024 Chevy Colorado Quote.pdf](#)
[National Auto Fleet Contract 091521 \(2\).pdf](#)
302. Approval of the Minutes from the Monday, December 11, 2023 City Commission Regular Meeting
[2023 12 11 City Commission Regular Meeting Minutes.pdf](#)

PUBLIC HEARINGS AGENDA

400. First Reading of Ordinance 2024-01 Amending Chapter 12 of the City Code related to abandonment of motor vehicles; providing for the repeal of prior inconsistent ordinances and resolutions; incorporation into the code; severability and an effective date.
[Ordinance 2024-01 Towing Ordinance Updated.pdf](#)
401. CU2023-00000065 Amusement Arcade
[Staff Report - CU2023-00000065.pdf](#)

[Exhibit A - Application.pdf](#)
[Exhibit B - Conceptual Floor Plan.pdf](#)
[Exhibit C - NAICS Code 713120.pdf](#)
[Exhibit D - Statement.pdf](#)
[Exhibit E - Aerial Map and Site Photos.pdf](#)
[Exhibit F - Existing Development Agreement.pdf](#)
[Exhibit G - Public Notices and Addresses.pdf](#)
[Exhibit H - Seminole County Property Appraiser Land Assessment.pdf](#)
[Exhibit I - Developement Agreement.pdf](#)

402. Second Reading Ordinance 2023-14 authorizing the conveyance of a perpetual electric utilities easement to Duke Easement on a portion of City owned property legally described as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100.

[Ordinance_2023-14 and exhibits.pdf](#)
[Ex A Easement Winter Springs final survey.pdf](#)
[Duke Energy City of Winter Springs MOU City FINAL.pdf](#)
[Duke Energy Transmission Line Map.jpg](#)
[Property Card.pdf](#)
[Legal Advertisement](#)

REGULAR AGENDA

500. 2024 Meeting & Holiday Calendar
[2024 Calendar for Meetings \(REVISED\).pdf](#)
501. Discussion on City Manager Search/Selection Process
[City Manager emails.pdf](#)
[Recruiting Firm data.pdf](#)
502. Retainer of Additional Legal Counsel Regarding the Joint Legislative Auditing Committee, Auditor General Operational Audit
[City of Winter Springs Retainer Letter.pdf](#)
503. Appointment Opportunities for City Boards and Committees
504. New Business

REPORTS

600. Interim City Manager Phil Hursh
601. City Attorney Anthony A. Garganese
602. City Clerk Christian Gowan
603. Mayor Kevin McCann
604. Seat One Commissioner/Deputy Mayor Matt Benton
605. Seat Two Commissioner Victoria Colangelo

- 606. Seat Three Commissioner Ted Johnson
- 607. Seat Four Commissioner Cade Resnick
- 608. Seat Five Commissioner Rob Elliott

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*.



AWARDS AND PRESENTATIONS ITEM 100

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

UCF Business Incubator Annual Report

SUMMARY

The UCF Incubator is advising the City Commission with an annual report.

FUNDING SOURCE

RECOMMENDATION

No action required.



**Business Incubation
Program**

UNIVERSITY OF CENTRAL FLORIDA

UCFBIP- Winter Springs

ANNUAL REPORT

2022-2023





GRANT OVERVIEW

The UCF Business Incubator-Winter Springs was launched in 2008 as a partnership between Seminole County government, the City of Winter Springs, the Florida High Tech Corridor Council, and the University of Central Florida (UCF) to assist in furthering Seminole County's economic development goals. The UCF Business Incubator-Winter Springs addresses local business development and entrepreneurship needs with the long-term purpose of facilitating new jobs and economic development opportunities for Seminole County and the City of Winter Springs.

MISSION

To provides business development and operational support to early-stage, technology and innovation-driven businesses throughout Central Florida.



PROGRAMS

The UCF Business Incubator has several programs to support entrepreneurs as they scale their businesses:

- Traction** – Moving a business entity with an existing prototype of a scalable innovative solution to initial customers with a go-to-market strategy and further product development.
- Growth** (Core Incubation Program) – Moving an innovative solution with existing market traction into growth stage with sustainability.
- Soft Landing** – Supporting expansion for successful technology companies headquartered outside of Florida.

In addition, to the programming the UCFBIP offer workshops and seminars throughout the year and the majority are open to the business community.



LEADERSHIP

Carol Ann Logue

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Districts & Incubation Program

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Rob Panepinto

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Districts & Incubation Program

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Rafael Caamano

Site Manager

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Phone - 407-408-4297

Rhonda Granger-Gomez

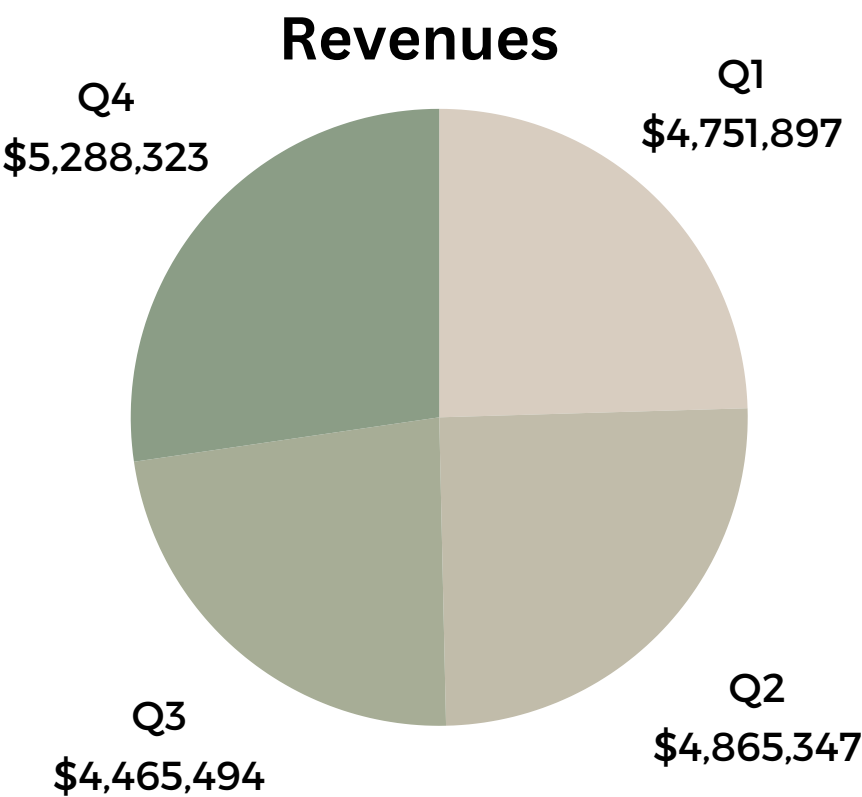
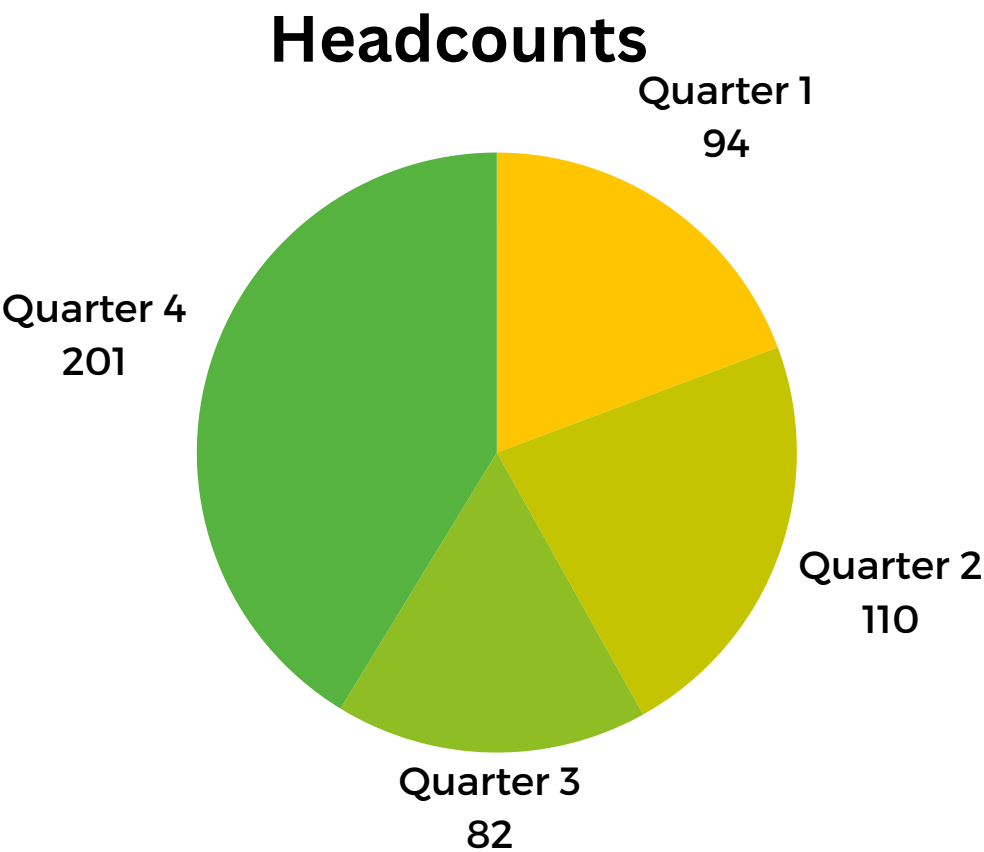
Office Manager

Email - rhonda.granger@ucf.edu

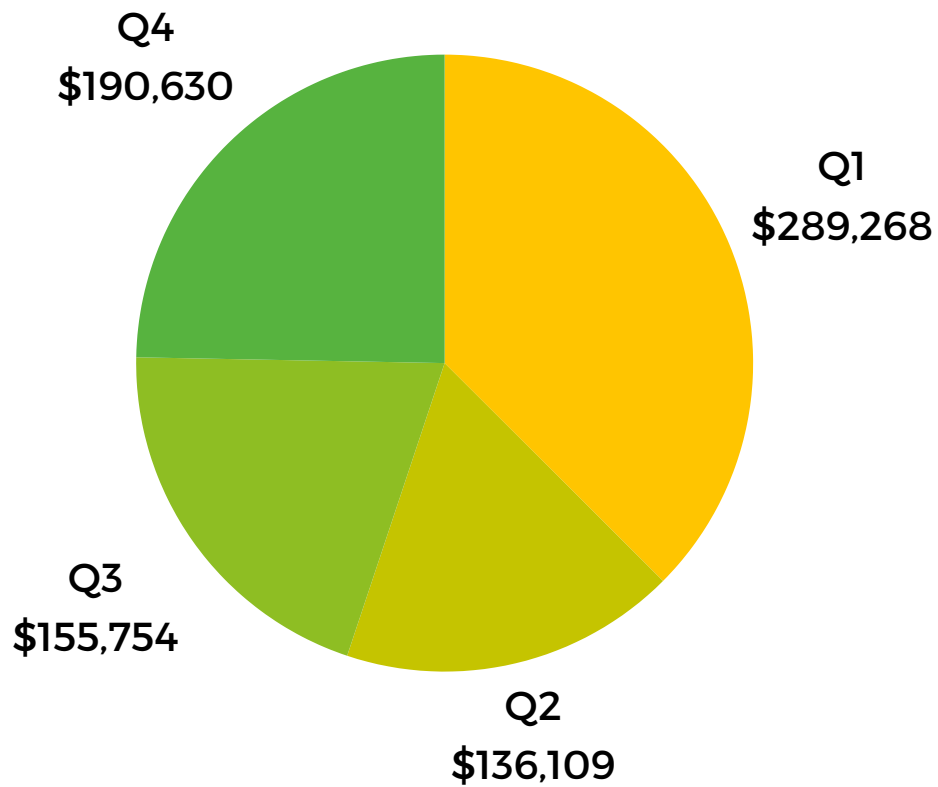
Phone - 407-278-4880

THE FIGURES

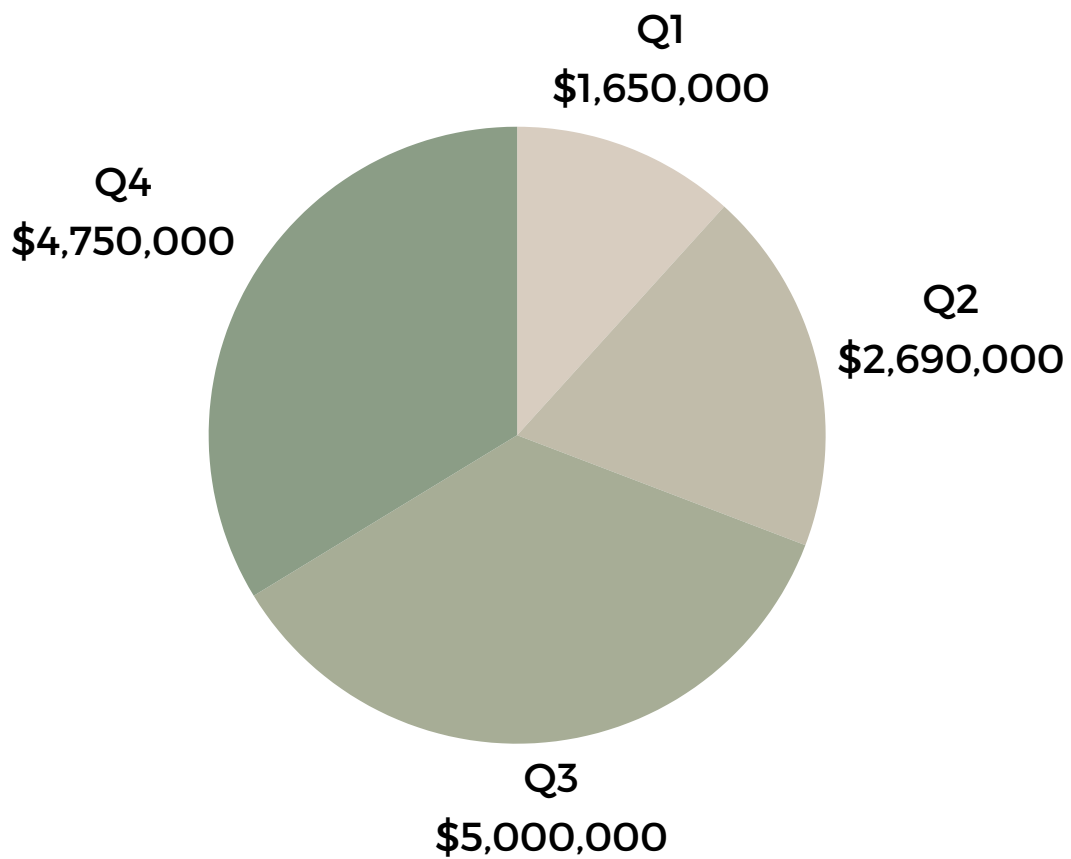
This graph shows the collection of data broke down into quarters. Data is collected quarterly utilizing Qualtrics allowing the companies to enter their information into the system.



Grants

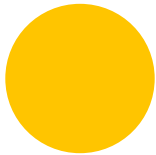


Investments

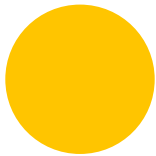


TOTAL

This graph shows a total balance based on quarterly data submitted by participating companies of the UCF Business Incubation Program in Winter Springs. The average headcount for 2022-2023 is 121.



Revenues: \$19,371,061

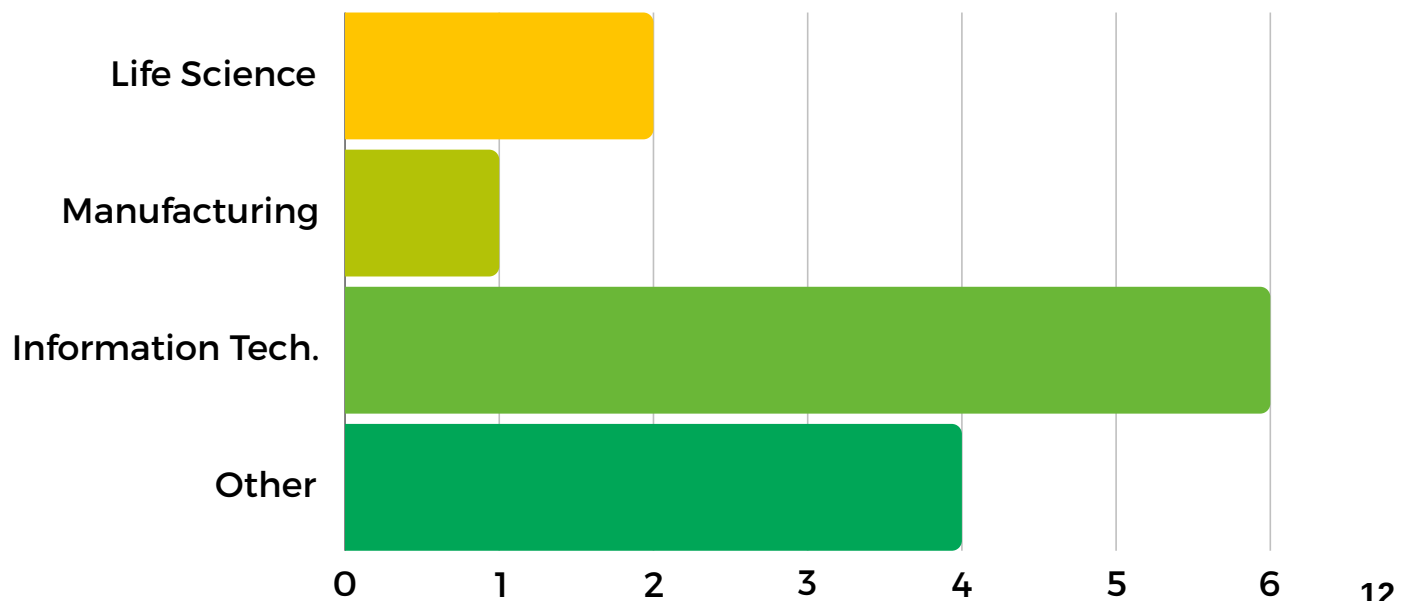


Grants: \$771,771



Investments: \$14,090,000

INDUSTRIES



COMPANIES

Below is a list of participating companies during the fiscal year 2022-2023.



AIRE-HEALTH - A MEDICAL DEVICE COMPANY PRODUCING A PORTABLE NEBULIZER TO HELP WITH CHRONIC RESPIRATORY DISEASES.
WWW.AIRE.HEALTH.COM
ENTRY YEAR: 2019 **PROGRAM:** GROWTH



ASP - A TRAINING AND CONSULTING FIRM THAT DEPLOY A TECHNOLOGY PLATFORM THAT ENHANCE FACILITY MAINTENANCE IN THE COMMERCIAL AND INDUSTRIAL SPACE.
WWW.ASP-INT.COM
ENTRY YEAR: 2020 **PROGRAM:** GROWTH



CREDIT REPAIR OF FLORIDA - A CREDIT SERVICE ORGANIZATION WITH THE OBJECTIVE TO SCALE ACROSS FLORIDA.
WWW.CREDITREPAIROFFLORIDA.COM
ENTRY YEAR: 2018 **PROGRAM:** GROWTH



DICAPTA - A SERVICE AND TECHNOLOGY COMPANY SERVING PEOPLE WITH VISUAL AND HEARING DISABILITIES THROUGH CAPTIONING AND DESCRIPTION AS WELL AS PROPRIETARY SOFTWARE.
WWW.DICAPTA.COM
ENTRY YEAR: 2011 **PROGRAM:** GROWTH



FRESHORIZE - A SERVICE AND MANUFACTURING COMPANY PROVIDING THE AIRLINE INDUSTRY WITH ENVIRONMENTALLY FRIENDLY PATENTED CLEANING SOLUTIONS.
WWW.FRESHORIZE.COM
ENTRY YEAR: 2014 **PROGRAM:** SOFTLANDING



LIFEBRIDGE - A MEDICAL DEVICE COMPANY WITH A TUMOR TREATING FIELD TECHNOLOGY TO THREAT METASTATIC CANCER.
WWW.LIFEBRIDGE10000.COM
ENTRY YEAR: 2016 **PROGRAM:** GROWTH



PARADISE STUDIOS - A MULTIMEDIA COMPANY DEDICATED IN CREATING VISUAL AND AUDIO CONTENT FOR BUSINESSES.
WWW.PARADISESTUDIOSFL.COM
ENTRY YEAR: 2020 **PROGRAM:** GROWTH



PRO INSPECT SOLUTIONS - A SERVICE AND TRAINING COMPANY PROVIDING HOME, COMMERCIAL AND ANNUALLY INSPECTIONS.
WWW.PROINSPECTSOLUTIONS.COM
ENTRY YEAR: 2018 **PROGRAM:** GROWTH



PROFORCE- A COMPANY THAT PROVIDES PRE-PACKAGE SOFTWARE AND TRAINING SOLUTIONS FOR ADVANCED MANUFACTURING.
WWW.PROFORCE.COM
ENTRY YEAR: 2019 **PROGRAM:** SOFT-LANDING



PROGRAM WORKS- A SOFTWARE COMPANY THAT SPECIALIZES IN CLOUD-BASED EMPLOYEE, TIME TRACKING, AND TIME OFF MANAGEMENT.
WWW.WORKSCHEDULE.NET
ENTRY YEAR: 2021 **PROGRAM:** GROWTH



TECH RAGE IT - A SERVICE COMPANY PROVIDING IT SERVICES SPECIALIZING IN DISASTER RECOVERY AND BUSINESS CLOUD SERVICES.
WWW.TECHRAGEIT.COM
ENTRY YEAR: 2018 **PROGRAM:** GROWTH



SEP- AN ENGINEERING FIRM PROVIDING FAILURE RECONSTRUCTION, REVERSE ENGINEERING LITIGATION SUPPORT, AND FORENSIC ANALYSIS.
WWW.SEPENGINEERS.COM
ENTRY YEAR: 2019 **PROGRAM:** GROWTH



TIMEPLAST - DEVELOPED A HYNRID MATERIAL WITH A ZERO FOSSIL - BASED PLASTIC FOOT PRINT.

WWW.TIMEPLAST.COM

ENTRY YEAR: 2023 **PROGRAM:** GROWTH

ACHIEVEMENTS



LIFEBRIDGE INNOVATIONS

"Because They Have More Life To Live"

PLACED TOP TWO AT HARVARD BUSINESS SCHOOL ALUMNI ANGEL INVESTOR PITCH CONTEST



MADE IT INTO THE TOP 50 FLORIDA COMPANIES TO WATCH



DEPLOYED BARISTA CUP IN THE U.S. AND HIRED A MARKETING AND BUSINESS DEVELOPMENT SPECIALIST.



RAISED 5 MILLION FROM INVESTORS



INFORMATIONAL AGENDA ITEM 200

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

Current Development Projects Summary

SUMMARY

FUNDING SOURCE

N/A

RECOMMENDATION

No action necessary.



CITY OF WINTER SPRINGS, FLORIDA COMMUNITY DEVELOPMENT DEPARTMENT

Current Development Projects Summary

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

Pre-Applications and Non-Binding Reviews

- Pre-application meetings are required for all projects before a formal submittal is permitted. During these meetings, applicants will outline their proposed project to staff, and staff will provide feedback and explain the development review process.
- Non-binding reviews are sometimes recommended by staff if a proposed project is potentially controversial. Non-binding reviews undergo a very high-level review by staff with some comments provided to the applicant. The intent is for the applicant to present the project to the City Commission to gauge their receptiveness to the proposed project.

PROJECT NAME	PROJECT TYPE	LOCATION	LAST ACTION ITEM	CURRENT STATUS
The Adel at Lake Jesup	Residential	North side of Orange Ave	Pre-Application Meeting held on September 7, 2023	Awaiting formal submittal
Catalyst Development – Mixed Use	Mixed use	Northeast corner of SR 434 and Michael Blake Blvd	Pre-Application Meeting held on October 4, 2023	n/a
Pulte Homes – Golf Course Redevelopment	Mixed use	North side of SR 434 just west of Sheoah Blvd	Non-Binding presentation held on September 11, 2023	Non-Binding presentation scheduled for January 8, 2024 City Commission
SR 434/419 RV Storage	Commercial	North side of SR 419 where it splits from SR 434	Non-Binding presentation held on September 25, 2023	Awaiting formal submittal
Sutton Crossings Phase 2	Commercial	Southwest corner of SR 434 and Michael Blake Blvd	Pre-Application meeting held on October 2, 2023	Awaiting formal submittal
Kaba Commercial – Gas Station and Convenience Store	Commercial	North side of SR 434 between Northern Oaks and Barclay Reserve	Pre-Application Meeting held on October 31, 2023	Awaiting formal submittal
1057 N US Hwy 17-92 Flex Space	Industrial/Office	East side of Hwy 17-92 south of Shepard Rd.	N/A	Pre-Application meeting to be scheduled
Orange Ave Townhomes	Residential	South side of Orange Ave just east of Jesups Landing	Pre-Application Meeting held on December 18, 2023	Second Pre-Application Meeting to be scheduled

Development Projects in Review

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

PROJECT NAME	PROJECT TYPE	LOCATION	LAST ACTION ITEM	CURRENT STATUS
The Grove	Commercial	<u>North side of Old Sanford Oviedo Rd.</u>	Conditional Use approved by City Commission on August 28	Site plan under staff review
Excelsior Townhomes	Residential	<u>Excelsior Pkwy East side of Moss Rd.</u>	Pre-application meeting in Spring 2022	Plans under staff review
Chau Medical Phase 2	Independent living facility	<u>South side of SR 434 at intersection with Sherry Rd.</u>	Public Hearing held at January 4, 2024 Planning & Zoning Board	Scheduled City Commission on January 22, 2024
1270 Belle Ave (Additional Building)	Industrial	<u>West side of Belle Ave just south of SR 434</u>	Pre-application meeting held on October 27, 2022	Plans under staff review
Arcade Bar @ Villagio (Conditional Use Only)	Commercial	<u>South side of SR 434 east of the 434/419 split</u>	Approval Recommended by Planning & Zoning Board on December 7, 2023	Scheduled for City Commission on January 8, 2024
Sutton Crossings Phase 1 (Ace Hardware)	Commercial	<u>Town Center Southeast corner of SR 434 and Tuskawilla, just south of Mobil station</u>	Aesthetic Review approved by City Commission on April 24, 2023	Engineering Plans under staff review

Projects under Construction

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

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



CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

Chau Medical Plaza - First Modification to the Development Agreement

SUMMARY

Chau Medical Plaza was approved by the City Commission on November 16, 2020. The property owner has since constructed the first phase but has had some difficulty filling the tenant spaces on-site. The property owner is requesting that the City approve a modification to the Development Agreement to add drug and sundry stores, health spas, hair and beauty salons (including nail salons), and on-premises beer and wine consumption as allowed uses on the site. The Planning & Zoning Board recommended approval of the First Modification to the Development Agreement by a vote of 5-0. Staff is recommending that the Planning & Zoning Board approve the First Modification to the Development Agreement.

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the City Commission approve the First Modification to the Development Agreement

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

**FIRST MODIFICATION TO
DEVELOPMENT AGREEMENT**

Winter Springs Medical Office

THIS FIRST MODIFICATION TO DEVELOPMENT AGREEMENT ("First Modification") is made and executed this _____ day of _____, 2023, by and between the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation ("City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **CHAU FAMILY HOLDINGS III, LLC**, a Florida Limited Liability Company, whose address is 1287 Semoran Boulevard, Suite 200, Orlando, Florida 32807 ("Developer").

WITNESSETH:

WHEREAS, The Developer and the City have entered into and executed that certain Development Agreement for Winter Springs Medical Office, dated November 9, 2020, and recorded in the Official Records of Seminole County at Book 9768, Pages 982-995 (the "Development Agreement"); and

WHEREAS, the Development Agreement governs the development of approximately 5.15 acres, more or less, of real property located west of the intersection of Hacienda Drive and S.R. 434, in Winter Springs, Seminole County, Florida, and which has a tax parcel identification number of 34-20-30-5AW-0000-048A ("Property"); and

WHEREAS, the Developer desires to amend the Development Agreement to add certain additional uses to the list of uses permitted on the Property; and

WHEREAS, the Developer and the City desire to memorialize in writing their mutual understanding regarding certain aspects of the development on the Property under the terms and

conditions set forth in this First Modification to Developer's Agreement for Winter Springs Medical Office; and

WHEREAS, in addition to Owners' compliance with all provisions of the Development Agreement, City Codes, and permitting and construction not in conflict with or addressed herein, the City and Developer desire to set forth the following additional terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Development Agreement as follows:

1.0 Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2.0 Authority. This First Modification is entered into pursuant to the Florida Municipal Home Rule Powers Act.

3.0 Amendment to Development Agreement Permitted Uses. Section 4.2 – Specific Conditions of Approval – Subsection H. is hereby amended to add the following uses to the list of uses which are permitted on the Property.

16. Drug and sundry stores
17. Health spas
18. Hair and beauty salons (including nail salons)
19. Alcoholic beverage on-premises consumption, limited to beer and wine only

4.0 Amendment to Development Agreement Notices. Section 26 – Notice – is amended as follows.

For the City:
Attn: City Manager
City of Winter Springs
1126 East S.R. 434
Winter Springs, Florida 32708

5.0 Other Terms and Conditions. All other provisions of the Development Agreement not otherwise modified by this First Modification shall remain in full force and effect with respect to the Property.

6.0 Effective Date. This First Modification shall become effective upon approval by the City Commission and execution of this First Modification by both parties hereto.

7.0 Recordation. Upon full execution by the parties, this First Modification 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.

IN WITNESS WHEREOF, the parties have executed this Binding Development Agreement as of the date first written above.

ATTEST:

CITY OF WINTER SPRINGS:

Christian Gowan, City Clerk

Date: _____

Kevin McCann, Mayor

Date: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE CITY OF WINTER SPRINGS ONLY

Anthony A. Garganese, City Attorney

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [____] physical presence or [____] online notarization, this _____ day of _____, 2023, by Kevin McCann, the Mayor of the City of Winter Springs, a Florida Municipal Corporation, on behalf of the Corporation, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Print Name: _____

Notary Public State of: _____

Commission No.: _____

My Commission Expires: _____

WITNESS:

CHAU FAMILY HOLDINGS III, LLC:

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [____] physical presence or [____] online notarization, this _____ day of _____, 2023, by _____ the _____ of **Chau Family Holdings III, LLC**, a limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Print Name: _____

Notary Public State of: _____

Commission No.: _____

My Commission Expires: _____



CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

Purchase of Two (2) Code Enforcement Vehicles.

SUMMARY

The Police Department requests to purchase two (2) new Code Enforcement fleet vehicles from Alan Jay Fleet Sales at the Sourcewell Contract #2024-091521-NAF & 06 at the price of \$32,209.00 per vehicle. During an assessment of the fleet, many factors were considered such as the current vehicle age, mileage, average annual mileage, purpose, fuel economy, service cost/history, residual value, etc. These two (2) new vehicles will replace one vehicle within the code enforcement division that exceeds the criteria for vehicle service life. The other vehicle is being purchased for the additional Code Enforcement Officer position that we added to our full time employee count in FY24.

Alan Jay Fleet Sales is authorized to sell the units at the approved Sourcewell Contract price (Contract #2024 091521-NAF & 06. The unit price for the 2024 Chevrolet Colorado is \$32,209.00 for a total vehicle purchase price of \$64,418.00 The funding source for the purchase of these vehicles come from the approved FY 2024 budget from Police Impact Fund 151 (Police Impact-Police Non Division Machinery & Equipment-Vehicle and the Code Enforcement Division General Fund 2150 (General Fund-Police-Code Enforcement-Machinery & Equipment - Vehicles).

FUNDING SOURCE

The funding source for the purchase of these vehicles come from the approved FY 2024 budget from two sperate funds. The Police Impact Fund 151 (Police Impact-Police Non Division Machinery & Equipment-Vehicle), which is for the purchase of new position, and the Code Enforcement Division General Fund 2150 (General Fund-Police-Code Enforcement-Machinery & Equipment - Vehicles) that will replace an existing code enforcement vehicle. Both of these vehicles are approved budgeted expenses within the FY 2024 Budget.

RECOMMENDATION

Staff recommends the City Commission approve the purchase of two (2) Chevrolet Colorado Crew Cab 2WD Code Enforcement pick up trucks using vendors Alan Jay Fleet Sales under Sourcewell (formerly NJPA) contract #2024 091521-NAF & 06 for a total cost not to exceed \$64,418.



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	45337-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
5/24/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/18/2023

REQUESTING AGENCY **WINTER SPRINGS POLICE DEPARTMENT**

CONTACT PERSON **CHIEF MATT TRACHT**

EMAIL mtracht@winterspringsfl.org

PHONE **407-327-7997**

MOBILE

FAX **407-327-6652**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	14C43 2WT	MSRP	\$31,095.00
	2024 CHEVY COLORADO CREW CAB 2WD 5' BED WORK TRUCK 131.36"WB		
CUSTOMER ID		NJPA PRICE	\$30,559.00
BED LENGTH	5' BED		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

2WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
A28	Window, rear-sliding, manual	\$0.00
A2X	Seat adjuster, driver 8-way power	\$0.00
A50	Seats, front bucket	\$0.00
A91	Tailgate, remote locking, (locks and unlocks with key fob)	\$0.00
AL9	Seat adjuster, power driver lumbar control	\$0.00
BDR	Locking cylinder Tailgate, keyed cylinder lock	\$0.00
BPC	StowFlex Tailgate, storage compartment, lockable	\$0.00
C49	Defogger, rear-window electric	\$0.00
C59	Air vents, rear	\$0.00
CHN	GVWR, 5800 lbs. (2631 kg)	\$0.00
D07	Console, floor	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
K34	Cruise control, electronic, automatic	\$0.00
L2R	Engine, 2.7L Turbo	\$0.00
N8R	Transmission, 8-speed automatic	\$0.00
PCU	WT Convenience Package II	\$540.00
PCY	WT Convenience Package	\$410.00
PPA	Tailgate, EZ-Lift and Lower	\$0.00
QDC	Tire, compact spare T175/90D18, blackwall	\$0.00
URL	11.3" diagonal advanced color LCD display with Google built-in	\$0.00

CONTRACT OPTIONS

DESCRIPTION

HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	\$700.00
TEMP-TAG	Temporary tag	\$0.00

FACTORY OPTIONS **\$950.00**

CONTRACT OPTIONS **\$700.00**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN	TOTAL COST		\$32,209.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~			\$0.00
TOTAL COST LESS TRADE IN(S)		QTY	2
			\$64,418.00
Estimated Annual payments for 60 months paid in advance: \$7,213.49 Extended: \$14,426.98			
Municipal finance for any essential use vehicle, requires lender approval, WAC.			
Comments	QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS		
VEHICLE QUOTED BY	SCOTT WILSON	FLEET SALES MANAGER	scott.wilson@alanjay.com
"I Want to be Your Fleet Provider"			
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.			
I am always happy to be of assistance.			



Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT	MSRP:\$29,500.00
Interior:Jet Black, Cloth seat trim	
Exterior 1:Summit White	
Exterior 2:No color has been selected.	
Engine, 2.7L Turbo	
Transmission, 8-speed automatic	

OPTIONS

CODE	MODEL	MSRP
14C43	[Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT	\$29,500.00
OPTIONS		
2WT	Work Truck Preferred Equipment Group	\$0.00
A28	Window, rear-sliding, manual	Inc.
A2X	Seat adjuster, driver 8-way power	Inc.
A50	Seats, front bucket	\$0.00
A91	Tailgate, remote locking, (locks and unlocks with key fob)	Inc.
AL9	Seat adjuster, power driver lumbar control	Inc.
BDR	Locking cylinder Tailgate, keyed cylinder lock	Inc.
BPC	StowFlex Tailgate, storage compartment, lockable	Inc.
C49	Defogger, rear-window electric	Inc.

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

C59	Air vents, rear	Inc.	
CHN	GVWR, 5800 lbs. (2631 kg)		\$0.00
D07	Console, floor	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
K34	Cruise control, electronic, automatic	Inc.	
L2R	Engine, 2.7L Turbo		\$0.00
N8R	Transmission, 8-speed automatic		\$0.00
PCU	WT Convenience Package II		\$545.00
PCY	WT Convenience Package		\$415.00
PPA	Tailgate, EZ-Lift and Lower	Inc.	
QDC	Tire, compact spare T175/90D18, blackwall		\$0.00
URL	11.3" diagonal advanced color LCD display with Google built-In		\$0.00
SUBTOTAL			\$30,460.00
Adjustments Total			\$0.00
Destination Charge			\$1,595.00
TOTAL PRICE			\$32,055.00

FUEL ECONOMY

Est City:20 (2023) MPG
Est Highway:25 (2023) MPG
Est Highway Cruising Range:535.00 mi

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian and Bicyclist Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator - (Requires a future software update), (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Beginning at the start of production, certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)

Mechanical

- Engine, 2.7L Turbo (237 hp [177 kW] @ 5600 rpm, 260 lb-ft of torque [350 Nm] @ 1200-4000 rpm) (STD) (Requires (N8R) 8-speed Transmission.)
- Transmission, 8-speed automatic (STD) (Included with (L2R) 2.7L Turbo Engine.)
- Rear axle, 3.42 ratio
- GVWR, 5800 lbs. (2631 kg) (STD) (Requires (L2R) 2.7L Turbo engine.)
- Engine control, stop/start system disable button
- Engine air filtration monitor
- Push Button Start
- Automatic Stop/Start
- Rear wheel drive
- Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V
- Generator, 170 amp (Not available with (Z82) Trailering Package.)
- Radiator Grille Shutters, automatic
- Vehicle health management, provides advanced warning of vehicle issues
- Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching
- Frame, fully-boxed
- Pickup box
- Brakes, 4-wheel antilock, 4-wheel disc
- Capless fuel fill

Exterior

- Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel
- Tires, 255/65R17 all-season, blackwall
- Tire, compact spare T175/90D18, blackwall (STD) (Requires (RTI) 18" x 4.5" (46.7cm x 11.4cm) steel, compact wheel.)
- Wheel, Compact Spare, 18" x 4.5" (45.7 cm x 11.4 cm) steel (Requires (L2R) 2.7L Turbo engine.)
- CornerStep, rear bumper

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (✔ Complete)

Exterior

- Moldings, Black beltline
- Headlamps, halogen with automatic exterior lamp control
- IntelliBeam, automatic high beam on/off
- Headlamp control, automatic on and off with automatic delay
- Cargo box light, back of cab
- Mirrors, outside power-adjustable
- Mirror caps, molded with color (Not available with (B26) Safety Package.)
- Glass, deep-tinted
- Glass, solar glazing front side windows
- Glass, privacy glazing rear side windows
- Windshield, solar absorbing
- Door handles, Black
- Tailgate handle, Black

Entertainment

- 11.3" diagonal advanced color LCD display with Google built-in compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)
- Audio system feature, 6-speaker system
- SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
- Wireless phone projection, for Apple CarPlay and Android Auto
- Chevrolet Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front bucket (STD)
- Seat trim, Cloth
- Seat adjuster, driver 6-way manual
- Seat adjuster, passenger 4-way manual

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Interior

- Seat, rear 60/40 split-folding bench with storage
- Storage compartment, front, without cover
- Floor covering, color-keyed carpeting
- Steering column, tilt, manual
- Steering wheel, urethane
- Steering wheel controls, mounted audio controls
- Speedometer, miles/kilometers
- Driver Information Center, 11" diagonal fully-digital display
- Windows, power front, driver express down
- Window, power front, passenger express down
- Windows, power rear, express down
- Door locks, power
- Remote Keyless Entry
- Theft-deterrent system, unauthorized entry
- USB Ports, 2 (first row) located on console
- Power outlet, 12-volt located in center console bin
- Air conditioning, single-zone manual climate control
- Heater, air conditioning duct, rear passenger
- Handles, door release, front and rear, Jet Black
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger vanity mirrors
- Lighting, interior, center dome
- Lighting, interior
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian and Bicyclist Braking
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Hitch View

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (✔ Complete)

Safety-Exterior

Daytime Running Lamps, Halogen

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (CWM) Technology Package.)

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Following Distance Indicator - (Requires a future software update) (Beginning at the start of production, Certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)

LED Reflective Windshield Collision Alert

Seat Belt, Black

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Door locks, rear child security

Rear Seat Reminder

Rear Seat Belt Indicator

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu (Not available with (T4Z) Buckle To Drive.)

Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

Tire Pressure Monitoring System (does not apply to spare tire)

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Safety-Interior

Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3500 lbs
Gross Axle Wt Rating - Rear	3600 lbs	Curb Weight - Front	2311 lbs
Curb Weight - Rear	1853 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1189.00 lbs
Reserve Axle Capacity - Rear	1747.00 lbs	As Spec'd Curb Weight	4164.00 lbs
As Spec'd Payload	1636.00 lbs	Maximum Payload Capacity	1636.00 lbs
Gross Combined Wt Rating	8700 lbs	Gross Axle Weight Rating	7100.00 lbs
Curb Weight	4164.00 lbs	Reserve Axle Capacity	2936.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	5800.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	3500 lbs	Wt Distributing Hitch - Max Tongue Wt.	350 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	3500 lbs		

Frame

Frame Type	Fully-boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	2-Stage Multi-Leaf
Spring Capacity - Front	3500 lbs	Spring Capacity - Rear	3600 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3500 lbs	Axle Capacity - Rear	3600 lbs
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.42

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHR	Rear Tire Order Code	QHR
Spare Tire Order Code	QDC	Front Tire Size	255/65R17
Rear Tire Size	255/65R17	Spare Tire Size	T175/90D18
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	18 x 4.5 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	N/A	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.4 x -TBD- in
Rear Brake Rotor Diam x Thickness	13.3 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	21.4 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Dimensions

Interior Dimensions			
Passenger Capacity	5	Front Head Room	40.29 in
Front Leg Room	45.17 in	Front Shoulder Room	57.4 in
Front Hip Room	54.71 in	Second Head Room	38.28 in
Second Leg Room	34.7 in	Second Shoulder Room	56.13 in
Second Hip Room	53.09 in		
Exterior Dimensions			
Wheelbase	131.36 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	213.02 in
Width, Max w/o mirrors	74.91 w/Mirrors Folded, 84.4 w/Mirrors in	Height, Overall	78.79 in
Overhang, Front	34.51 in	Overhang, Rear w/o bumper	47.11 in
Front Bumper to Back of Cab	N/A	Cab to Axle	23.4 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.9 in	Ground Clearance, Rear	7.9 in
Body Length	0.00 ft	Cab to Body	N/A
Cargo Area Dimensions			
Cargo Box Length @ Floor	61.7 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	58.8 in	Cargo Box Width @ Wheelhousings	45.5 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	41.9 ft³	Ext'd Cab Cargo Volume	N/A

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National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 Office • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

National Auto Fleet Group contract #091521-NAF pricing utilizes a percentage off MSRP/List. National Auto Fleet Group offers pricing discounts ranging from -24.45% down to 6.14% across 15 manufacturers depending on the model. All vehicles can come with or without up-fitting from our national supplier or your local up fitter. Inquire within.

Pricing can be obtained using two methods:

1. Online ordering process using www.NationalAutoFleetGroup.com. Once the Sourcwell member registers on the NAFG website, they then can build the desired vehicle to their specifications. The member then builds the vehicle and obtains an online quote for that specific vehicle.
**Sourcwell pricing is built right into the NAFG site.*
2. The Sourcwell member can also reach out to National Auto Fleet Group directly (1-855-289-6572) to have an associate help guide your agency with the appropriate vehicles to fit your need.

Jesse Cooper

National Auto Fleet Group



**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

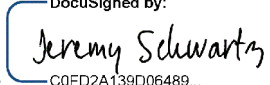
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

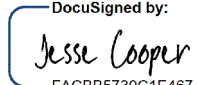
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:

By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Brilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com . Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to 6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufacturers". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
74	Vans	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☒	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☒	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☒	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☒	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☒	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☒	1



CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

Approval of the Minutes from the Monday, December 11, 2023 City Commission Regular Meeting

SUMMARY

N/A

FUNDING SOURCE

RECOMMENDATION

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



CITY COMMISSION

REGULAR MEETING MINUTES

MONDAY, DECEMBER 11, 2023 AT 6:30 PM

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

CALL TO ORDER

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

Roll Call:

Mayor Kevin McCann, present
Deputy Mayor Rob Elliott, present
Commissioner Matt Benton, present
Commissioner Victoria Bruce, present
Commissioner Ted Johnson, present
Commissioner Cade Resnick, present
Interim City Manager Phil Hursh, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Kyle Stewart led the invocation followed by the Pledge of Allegiance.

Mayor McCann asked if there were any changes to the agenda. Mr. Gowan noted Staff's request to pull Item 304 from the agenda to be brought back at a future meeting. There was no objection, and the agenda was adopted.

AWARDS AND PRESENTATIONS

100) Update on Tuskawilla Crossing Retention Pond

Mr. David Hamstra, Pegasus Engineering, Winter Springs presented an update on work being done to repair the Tuskawilla Crossing Pond and berm failure.

Discussion followed on the potential of pursuing legal action against the pond builder.

Attorney Garganese noted he would consult with Mr. Hamstra about the technical findings and look into the City's options.

INFORMATIONAL AGENDA

200) Current Development Projects Summary

No discussion.

201) City Chaplain Application

No discussion.

PUBLIC INPUT

Commissioner Resnick asked about discussing recent actions taken in Tallahassee by the Joint Legislative Auditing Committee (JLAC). Discussion followed on work being done to address JLAC concerns and potentially delaying certain decisions that were questioned by JLAC members.

Mayor McCann opened Public Input.

Ms. Leah Weisman, 113 Brookshire Court, Winter Springs encouraged the City to be more proactive, shared concerns about the impact of the proposed rate increases, and commented on creek cleaning efforts.

Ms. Karen Meyer, Andover Circle, Winter Springs noted her support for the proposed utility rate increase to allow problems to be fixed.

Ms. Gina Shafer, Winter Springs Village, Winter Springs thanked former staff and elected officials for their support of the traffic light at Michael Blake Boulevard and thanked those involved for recent decisions related to Catalyst, body cameras, pickleball courts, and addressing water issues.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs noted his attendance at the Joint Legislative Auditing Committee (JLAC) Meeting in Tallahassee, a recent tour of water and wastewater treatment plants, his research and observations on the topic, and shared concerns about the age of the wastewater treatment plants.

Mr. Ken Greenberg, 1635 White Dove Drive, Winter Springs – representing the Winter Springs Community Association - thanked Commissioners Resnick and Colangelo, noted his attendance at the December 4th JLAC Meeting and encouraged residents to listen, noted today's JLAC meeting and asked that decisions on the utility rates and City Manager be put on hold and a discussion be held on the referral to the Inspector General.

Mayor McCann closed Public Input.

CONSENT AGENDA

300) 2024 City of Winter Springs Community Events Calendar

No discussion.

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

No discussion.

302) Actuarial Experience Study

No discussion.

303) Sportstraq Line Marking Steering Unit

No discussion.

304) Lake Monroe Radio Society Memorandum of Understanding

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

305) Approval of the Minutes from the Monday, September 11, 2023 City Commission Regular Meeting

No discussion.

306) Approval of the Minutes from the Monday, October 23, 2023 City Commission Regular Meeting

No discussion.

307) Approval of the Minutes from the Monday, October 30, 2023 City Commission Special Meeting

No discussion.

308) Approval of the Minutes from the Monday, November 6, 2023 City Commission Special Meeting

No discussion.

309) Approval of the Minutes from the Thursday, November 16, 2023 City Commission Regular Meeting

No discussion.

"MOTION TO APPROVE CONSENT AGENDA AS PRESENTED." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.

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

PUBLIC HEARINGS AGENDA

400) Ellianos Coffee Shop

Mr. Talbert Jackson, Senior City Planner, Community Development Department introduced the item and reviewed the proposed site plan, current and proposed on-site parking, permission of the church, noted the recommendation of approval from the Planning and Zoning Board, and noted Staff's recommendation of approval with four (4) listed conditions.

Mr. Timothy Boehlein, PE, JBPro, 3530 NW 43rd Street, Gainesville briefly presented further information and was available for questions.

Brief discussion followed on potential impacts to traffic and church activities, including the school located at the church. Mr. Boehlein noted no major impacts were expected and discussed safety precautions.

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 WITH STAFF'S RECOMMENDATIONS OF FOUR (4) CONDITIONS." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.

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

401) First Reading Ordinance 2023-14 authorizing the conveyance of a perpetual electric utilities easement to Duke Easement on a portion of City owned property legally described as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100.

"MOTION TO READ BY TITLE ONLY. MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER RESNICK. DISCUSSION.

MOTION PASSED WITH UNANIMOUS CONSENT.

Attorney Garganese read Ordinance 2023-14 by title, noted this was related to a Duke Easement and a Charter requirement that an ordinance be considered due to the perpetual nature of the easement. Attorney Garganese further noted that the easement did not prevent the City's continued use of the site as a spray field.

Mayor McCann opened the Public Hearing for Item 401.

Mr. Gary Coffmann, 60 North Devon Avenue, Winter Springs inquired about the location of the parcel and easement.

Mayor McCann closed the Public Hearing for Item 401.

"MOTION TO APPROVE ITEM 401." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

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

402) Second Reading of Ordinance 2023-06, Amending the City of Winter Springs Comprehensive Plan, Infrastructure Element and Capital Improvements Element relating to Stormwater Management and Levels of Service.

Attorney Garganese read Ordinance 2023-06 by title, noted previous action taken and the requirement to reconsider the ordinance due to untimely filing with the Florida Department of Commerce.

Mayor McCann opened the Public Hearing for Item 402.

No one addressed the Commission.

Mayor McCann closed Public Hearing for Item 402.

"I MOVE THAT WE ADOPT ITEM 402." MOTION BY COMMISSIONER BENTON. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.

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

403) Second Reading of Ordinance 2023-07, Amending Chapter 9, Article I, Section 9-1 of the City's Code of Ordinances; Repealing in its Entirety Chapter 9, Division 5, Section 9-241 of the City's Code of Ordinances and Adopting a New Section 9-241 in Order to Update the City's Stormwater Management Regulations.

Attorney Garganese read Ordinance 2023-07 by title, reviewed previous action taken by the Commission, prior legislative pause and recent action allowing this to go forward after a Special Legislative Session.

Interim Manager Hursh confirmed that the proposed standards mirrored those used by the Florida Department of Transportation (FDOT).

Mayor McCann opened the Public Hearing for Item 403.

No one addressed the Commission.

Mayor McCann closed the Public Hearing for Item 403.

"I MOVE THAT WE ADOPT ORDINANCE 2023-07." MOTION BY COMMISSIONER BENTON. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.

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

404) Second Reading and Final Adoption of Ordinance 2023-13: Amending the Code Of Ordinances Regarding Water, Wastewater, Reclaimed and Water Rates, Fees, and Charges

Attorney Garganese read Ordinance 2023-13 by title.

Mr. Bilal Iftikhar, Director, Utilities Department discussed the desire to be proactive and present a plan, discussed aging infrastructure, and discussed planned improvements with funds (including meters, plants, lift stations, reclaimed system improvements and expansion, and more). Mr. Iftikhar further discussed his plans to provide a 10-year project list if the item was approved, noted proposed increases included a CPI increase which was not previously kept up with, and highlighted that the City would still be competitive in comparison with neighboring cities after rate increases.

Mr. Joe Williams, Raftelis, 341 N Maitland Blvd, Maitland noted working with the City for some time and presented the key forecast assumptions and notes, Capital Improvement Plan summary, and noted that proposed rate adjustments were slightly higher than what was presented in August. Mr. Williams reviewed local comparisons, presented findings and recommendations, and noted plans to continue to work with the City monitor and make any necessary adjustments over time.

Discussion followed on other jurisdiction's use of the Iron Bridge facility and its impact on rates, the probability of further large rate increases, and details about the proposed monitoring and the ability to make necessary changes to meet debt service requirements.

Mr. Iftikhar spoke about the impact of deferred maintenance, plans to keep Raftelis on board for five (5) years, and efforts being taken to avoid increases at this level again in the future.

Further discussion followed on plans to expand reclaimed water availability, including the Lake Jesup Reclaimed Augmentation Facility, impacts to the consumptive use permit (CUP), availability of grants, a phased approach to improvements, and the proposed uses of State Revolving Loan Fund (SRF) monies.

Mr. Scott Richards, Carollo Engineers, 200 E Robinson St, Orlando discussed the three year process that had occurred thus far. In response to questions from the Commission, Mr. Richards noted that the true age of the wastewater treatment plants was not known since they were used prior to installation in the 1970s.

Further discussion followed on deferred maintenance, the value of continuing to work with Veolia, and previous efforts to repair or replace plants.

Mayor McCann opened the Public Hearing for Item 404.

Mr. Ken Greenberg, 1635 White Dove Drive, Winter Springs discussed age and condition of plants, previous discussions and plans, noted questions about reserves and further comments on inspector general. Mr. Greenberg further asked that a decision on this item be delayed and noted opposition to rate increases.

Ms. Leah Weisman, 113 Brookshire Court, Winter Springs asked for consideration for those on a fixed income.

Mr. Joe Mather, 427 Harbor Winds Court, Winter Springs asked for ongoing review to assess need for rate adjustments.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs shared concerns about plants lasting five years, reviewed previous suggestions and concerns that he had shared, and noted time was of the essence.

Ms. Linda Freeburn, 1604 Cougar Court, Winter Springs noted agreeing with Mr. Gallo, noted she was not happy about increases but thought everything else was going up and thought City could tighten its belt elsewhere.

Mr. Scott Freeburn, 1604 Cougar Court, Winter Springs asked about plans if there were a catastrophic failure of existing plants.

Mr. Bob Miller, 679 Silver Creek Drive, Winter Springs advised against any delays in action and encouraged passage of the ordinance.

Mr. Talbert Jackson spoke in favor of passing the ordinance.

Mayor McCann closed the Public Hearing for Item 404.

Discussion followed on the estimated base rate at the end of five years and continued CPI adjustments.

"MOTION TO APPROVE SECOND READING AND FINAL ADOPTION OF ORDINANCE 2023-13 AMENDING THE CODE OF ORDINANCES REGARDING WATER, WASTEWATER, RECLAIMED AND WATER RATES, FEES, AND CHARGES ." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

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

REGULAR AGENDA

500) East and West Wastewater Treatment Facilities Design and Construction Services

Mr. Iftikhar introduced the item, noted this was the first step in the previously discussed process, and explained negotiations to get the best possible price for this contract. Mr. Iftikhar noted that Staff had secured a design cost of 7% of construction cost and further explained that the reason the cost went to \$12.9 million total is the inclusion of the Construction Manager at Risk (CMAR) process, grant processes, community outreach, and asset management.

Mr. Richards then reviewed the proposed scope of services, noted incorporating plans for future growth, and the ability to make changes as may become necessary. Mr. Richards noted that the engineering cost summary was based on an estimated construction cost of \$90million.

Discussion followed on the footprint of the west plant, the possibility of acquiring 10 acres for expansion and expected difficulties if limited to the current site, plans for the old plants, emergency contingency plans, and the planning efforts that had occurred over the past several years.

"I MAKE A MOTION TO APPROVE ITEM 500." [THE SCOPE OF WORK PROVIDED BY CAROLLO TO PROVIDE LISTED SERVICES REQUIRED TO REPLACE THE EAST AND WEST WASTEWATER TREATMENT FACILITIES FOR A TOTAL OF \$12.9 MILLION. ADDITIONALLY, STAFF REQUESTS THE COMMISSION AUTHORIZE THE INTERIM CITY MANAGER AND THE CITY ATTORNEY TO PREPARE AND EXECUTE ANY AND ALL APPLICABLE CONTRACTS AND DOCUMENTS CONSISTENT WITH THIS AGENDA ITEM.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.

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

501) Operational Review

Mr. Iftikhar introduced the item, noted the contract requirement of independent review of Veolia, and noted that Carollo would conduct monthly reviews compiled into a yearly report.

Discussion followed on the qualifications of Carollo, the potential of Staff conducting reviews, contract requirements, plans to share results with the Florida Department of Environmental Protection to reduce warnings, and contract language.

"MOTION TO APPROVE ITEM 501." [APPROVE THE SCOPE OF SERVICES AND AUTHORIZE THE INTERIM CITY MANAGER AND CITY ATTORNEY TO PREPARE AND EXECUTE ANY AND ALL APPLICABLE CONTRACT DOCUMENTS CONSISTENT WITH THIS AGENDA ITEM.] MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER RESNICK. DISCUSSION.

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

502) Discussion on City Manager Selection Process

Discussion followed on Article 5 of the City Charter related to a City Manager's qualifications, concerns about the search process and the qualifications of Korn Ferry, a proposed new search, and allowing the current candidate to compete with additionally identified top candidates.

Further discussion followed on the creation of the search and selection process, Korn Ferry's experience and qualifications, and motivations for delaying a decision.

"I MAKE THE MOTION THAT THE CITY REACH OUT TO CHRISTOPHER MILLER TO OFFER HIM THE POSITION OF CITY MANAGER FOR THE CITY OF WINTER SPRINGS." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

VOTE: BENTON (AYE); BRUCE (NAY); JOHNSON (AYE); RESNICK (NAY); ELLIOTT (AYE)
MOTION FAILED 3-2.¹

503) Resolution 2023-37: Amending and Restating the City's Public Records Policy

Attorney Garganese introduced the item, noted this was a result of the State auditor's recommendations, and noted he worked with the City Clerk to provide updates to the process and documentation requirements and providing further clarification.

¹ Pursuant to Article 5, Section 5.01 of the City Charter, "The city commission, by the affirmative vote of not less than four (4) commission members, shall appoint a city manager and fix the manager's compensation. The city manager shall be appointed solely on the basis of executive and administrative qualifications and shall serve at the pleasure of the commission."

"MOTION TO APPROVE RESOLUTION 2023-37 AMENDING AND RESTATING THE CITY'S PUBLIC RECORDS POLICY." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

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

504) Fourth Generation Penny Sales Tax - Proposed Capital Projects

Interim Manager Hursh introduced the item and noted this list was prepared by Staff at the request of the County, and reviewed projected revenues if the sales tax passed.

Discussion followed on the ability to make changes to the list, the proposed money for parks as opposed to utilities, allowable expenditures of funds, the possibility of including Greenway Interchange District (GID) infrastructure on the list, concerns and previous discussions related to the GID.

Ms. Bruno briefly discussed allowable expenses, concerns related to some projects due to recent audits, and ultimately noted that it was possible for more utilities projects to be included..

Further discussion followed on a master plan for parks and it was reiterated that the list could be changed.

"MOTION TO APPROVE ITEM 504." [APPROVAL OF THE PROPOSED LIST OF CAPITAL INFRASTRUCTURE IMPROVEMENTS TO BE FUNDED BY SEMINOLE COUNTY'S FOURTH GENERATION PENNY SALES TAX.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.

VOTE: BENTON (AYE); BRUCE (NAY); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)
MOTION CARRIED 4-1.

505) Landscaping Maintenance RFP #09-23-04 LH.

Mr. Kevin Maddox, Landscape Manager, Urban Beautification the procurement process and noted Staff's recommendation that Nature's Care be awarded the contract.

Discussion followed on the company's work with other municipalities and compliments the company had received for the work they had been doing on a temporary basis.

"I MAKE THE MOTION TO APPROVE ITEM 505, LANDSCAPING MAINTENANCE RFP 09-23-04 LH." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER RESNICK. DISCUSSION.

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

506) Purchase of Agria Brush Mower System 9600 & 2 Eco Chopper Pump 6" Trailers

Mr. Iftikhar briefly reviewed the item and explained the need from the Utilities Department.

"MOTION TO APPROVE ITEM 506 AS STATED." [APPROVE THE PURCHASE OF THE AGRIA BRUSH MOWER SYSTEM 9600 FSA CONTRACT FSA23-EQU21.0 SPEC#284 FOR \$75,000.00, AND 2 ECO CHOPPER PUMP 6" TRAILERS FSA 23-EQU21.0, SPEC #311 FOR \$195,870.00. IN ADDITION, AUTHORIZE THE INTERIM CITY MANAGER AND CITY ATTORNEY TO PREPARE AND EXECUTE ANY

AND ALL APPLICABLE CONTRACT DOCUMENTS CONSISTENT WITH THE AGENDA ITEM.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.

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

507) Appointment Opportunities for City Boards and Committees

Johnson noted previously reaching out to Brandon Morrissey for comment on certain actions.

Commissioner Resnick asked about a previously discussed code of conduct. Attorney Garganese noted that he was still working on this, and it would be brought to a future meeting.

"I MAKE A MOTION THAT THE CITY COMMISSION REMOVE BRANDON MORRISSEY FROM THE OAK FOREST WALL ADVISORY BOARD." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

VOTE: BENTON (AYE); BRUCE (NAY); JOHNSON (AYE); RESNICK (NAY); ELLIOTT (ABSTAINED); MCCANN (AYE)
MOTION CARRIED 3-2 WITH DEPUTY MAYOR ELLIOTT ABSTAINING.²

Commissioner Bruce commented on her understanding of the intentions of the water notice.

"I MAKE A MOTION THAT THE CITY COMMISSION REMOVE KEN SPALTHOFF FROM THE PLANNING AND ZONING BOARD DUE TO HIS BEHAVIOR AND TARGETED ABUSE OF COMMISSIONER COLANGELO." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

Mayor McCann noted he thought Mr. Spalthoff should be afforded the opportunity to come before the Commission.

VOTE: BENTON (NAY); BRUCE (AYE); JOHNSON (NAY); RESNICK (AYE); ELLIOTT (NAY)
MOTION FAILED 2-3.

508) Deputy Mayor Nomination for Calendar Year 2024

Mayor McCann opened nominations for the position of Deputy Mayor

"I'D LIKE TO NOMINATE MATT BENTON FOR DEPUTY MAYOR FOR 2024." NOMINATED BY COMMISSIONER JOHNSON. SECONDED BY DEPUTY MAYOR ELLIOTT.

No other nominations were made.

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

509) New Business

Deputy Mayor Elliott noted looking into Commissioner's compensation and research into the topic, noted plans to work on defining the term stipend, and further explained his understanding that the stipend should be used prior to submitting any expense report to the City for reimbursement. Deputy Mayor Elliott further noted his plans to audit all elected officials since 2010, noted he never used a city

² Form 8B, timely filed, is attached to these minutes.

credit card or submitted expense reports, and said he would publish the results.

Commissioner Resnick asked about scheduling the Commission group picture.

Commissioner Bruce asked about a recent FDEP letter and reference to reports not timely filed.

Mr. Iftikhar noted the information was provided and explained that this was a warning letter which does not lead to violations. Mr. Iftikhar further explained that exceedances that were referenced were from August 2022 and efforts to clear this up with FDEP.

Ms. Meera Joshi, Carollo Engineers, explained that reuse and effluent reports were reported to the regulatory agency (St. Johns River Water Management District (SJRWMD)) and an overlooked clause to provide to FDEP. Ms. Joshi noted the reports were submitted at the appropriate time.

Mayor McCann reviewed information he had provided to JLAC.

Commissioner Bruce asked about the amount the City currently had in reserves and the status of the Finance Director search.

Commissioner Bruce asked about the removal of electric vehicle chargers and asked if the City could work to inform residents of their anticipated removal.

REPORTS

600) Interim City Manager Phil Hursh

- Provided an update on various projects including NRCS, Tuskawilla Crossing Pond, and creek cleanup efforts.

601) City Attorney Anthony A. Garganese

- No report

602) City Clerk Christian Gowan

- No report

604) Seat Four Commissioner Cade Resnick

- Noted he did not think Mr. Brian Dunigan, Director, Operations Department should be required to attend meetings he had with Department Heads.
- Asked for an update on looking into annual creek cleanup.
- Noted speaking with the SJRWMD and Parkstone about a potential meeting.
- Wished everyone a Happy Hannukah, Merry Christmas, and Happy New Year.

605) Seat Five Commissioner/Deputy Mayor Rob Elliott

- Noted his attendance at the Christmas parade and encouraged everyone to visit the Winter Wonderland of Lights

606) Mayor Kevin McCann

- Commented on his family Thanksgiving and noted the upcoming holidays.
- Noted attendance at the Christmas parade and commented on the Winter Wonderland of Lights.

- Commented on the JLAC hearings and the City's response.

607) Seat One Commissioner Matt Benton

- Complimented Staff on the Winter Wonderland of Lights.
- Noted continued participation in Leadership Seminole.

608) Seat Two Commissioner Victoria Bruce

- Noted she had recently got married.
- Noted ongoing work around the City and shared she had an opportunity to speak with Scouts about local government.

603) Seat Three Commissioner Ted Johnson

- Echoed earlier comments complimenting Staff on their work with the holiday events.

PUBLIC INPUT

Mayor McCann opened Public Input.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs shared comments on the City Manager search and his disappointment that nobody had been chosen.

Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs spoke about the City Manager process and her disappointment that nobody had been chosen.

Mayor McCann closed Public Input.

ADJOURNMENT

Mayor McCann adjourned the meeting at 11:10 p.m.

RESPECTFULLY SUBMITTED:

CHRISTIAN D. GOWAN, MPA
CITY CLERK

APPROVED:

MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the _____, 2024 City Commission Regular Meeting.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Elliott Robert Miles		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Winter Springs City Commission	
MAILING ADDRESS 1126 East SR 434		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Winter Springs	COUNTY Seminole	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 12/11/2023		NAME OF POLITICAL SUBDIVISION: District 5	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

RECEIVED

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Robert M Elliott, hereby disclose that on December 11, 20 23 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The vote concerned removing an individual from a local board which oversees the assessment process of residents residing in the special taxing district. The board is known as the Oak Forest Wall and Beautification District Advisory Committee.

The individual had posted an item on Facebook which the city did not believe best exemplified the behavior of a board member. The board member had previously registered to run against me for the District 5 City Commission seat to be voted on in November of 2024.

Removal of this board member could have potential influence on the upcoming election. I do not believe it would be in my best interest to vote to either retain or remove the board member. Out of concern for a fair election process I made the decision to abstain from voting to either retain or remove this board member.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

RECEIVED

DEC 14 2023

CITY OF WINTER SPRINGS
OFFICE OF THE CITY CLERK

12/14/2023
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

First Reading of Ordinance 2024-01 Amending Chapter 12 of the City Code related to abandonment of motor vehicles; providing for the repeal of prior inconsistent ordinances and resolutions; incorporation into the code; severability and an effective date.

SUMMARY

Police department staff has been working with legal to prepare an update to Ordinance 12-53 regarding the towing and abandonment of motor vehicles on both private and public property. Sections of Florida Statute 705 has been updated with specific details regarding the towing of vehicles. Ordinance 2024-01 has made the required changes to be in compliance with Florida Statute 705. The City Attorney and City Manager are requesting that the City Commission consider passing the Ordinance 2024-01 on First Reading.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission conduct a Public Hearing for consideration of passing First Reading of Ordinance 2024-01.

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING SECTION 12-53 OF THE CITY CODE RELATED TO ABANDONMENT OF MOTOR VEHICLES; 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 amend Section 12-53 of the City of Winter Springs Code of Ordinances to clarify the procedure to tow and dispose of abandoned motor vehicles found on public property; and

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

NOW, THEREFORE, 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.** Chapter 12, Section 12-53 of the City Code is hereby amended as follows: (underlined type indicates additions to the City Code and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Section 12-53. It is intended that the text in Section 12-53 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Sec. 12-53. Abandonment of motor vehicles prohibited.

(a) No person in charge or in control of any property, public or private within the city, whether an owner, tenant, occupant, lessee, or otherwise, shall allow any derelict, disabled or abandoned vehicle to be placed or remain on any roadway, street, alley, highway, private property, public property, public right-of-way or easement unless such vehicle is within a completely enclosed building, or is on the premises of an automotive repair or storage business for which the owner of the business has a current city occupational license and zoning approval. However, a disabled vehicle may not remain on the premises of an auto repair business or storage business in excess of one hundred eighty (180) days. A vehicle covered with a car cover does not constitute enclosure or storage of disabled vehicle.

(b) Evidence. A vehicle will be in violation of this section if it is in a state of evident disuse, neglect or abandonment. Evidence may include, but not limited to, factors such as: at the same location for forty-eight (48) consecutive hours, vehicle being wrecked, and/or inoperative as evidenced by vegetation underneath as high as the vehicle body or frame, refuse or debris collected underneath or the vehicle being used solely for storage purposes, if it is partially dismantled, having no engine, transmission, or other major and visible parts, having major and visible parts which are dismantled, having no valid license tag, or being in any physical state rendering it inoperable or unsightly to the neighborhood.

(c) Interpretation of this requirement. Nothing in this part shall be construed as permitting the disassembling, the tearing down or scrapping of a vehicle or to permit one vehicle to be scavenged or stripped for parts for use on another vehicle.

(d) Responsibility for compliance. The owner, agent and/or tenant of the property on which the violation occurs and the owner of the disabled vehicle shall be jointly and individually responsible for compliance with the requirements of this section.

(e) Enforcement on private property. When a disabled or abandoned vehicle is found to be in violation of this section and located on private property:

(1) The code inspector shall place a written notice on the vehicle's window indicating that it is in violation of this section and that it must be removed within ten (10) calendar days or it will be subject to removal by the city. The code inspector shall make every reasonable attempt to ascertain the owner of the vehicle and the owner of the property, and shall notify such owner(s) with a written notice delivered by personal service or mail at their current address, last known address or the address appearing on the certificate of title for the vehicle. Such notice on a vehicle window shall not be less than eight (8) inches by ten (10) inches and shall be fluorescent orange in color, sufficiently weatherproofed to withstand normal exposure to the elements.

(2) Within the ten (10) calendar day period specified in the notice, the owner of the vehicle or the owner of the property or an authorized agent may appeal to the director of code enforcement or his/her designee. The director of code enforcement or his/her designee shall determine the validity of the violation and may for good cause extend the time for compliance or removal. If such an appeal is made, no removal shall be required until after said appeal has been finally determined.

(3) The property or vehicle owner(s) may appeal the director's or his/her designee's final decision to the code enforcement board or special magistrate for a determination as to whether the property is subject to removal.

(4) If no appeal is made and the disabled vehicle remains in violation after the ten (10) calendar day applicable period, the director or his/her designee shall cause such vehicle to be removed to a storage facility approved by the city commission and thereafter disposed of in accordance with applicable state law or city ordinance.

(5) The authorization in this section for towing of abandoned and disabled vehicles shall not be construed so as to negate the authority of the code enforcement board or special magistrate to hear and adjudicate appropriate cases.

(f) Vehicle on public property. Notwithstanding any of the foregoing, all vehicles which are located on public property shall be towed and disposed of in accordance with notice and sale requirements of Florida Statute Chapter 705, as revised in the 1987 legislative session as may be amended from time to time. To the extent that this section 12-53 conflicts with any portion of Florida Statute 705, the latter shall control as to any vehicles located on public property. In accordance with Florida Statute Chapter 705, the law enforcement officer shall place a written notice on the vehicle's window indicating that it is in violation of this section and that it must be removed within five (5) calendar days or it will be subject to removal by the city. The City's police department shall follow all procedures required in Florida Statutes Chapter 705 to tow and dispose of the vehicle.

Section 4. **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 5. **Incorporation into Code.** This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. 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 6. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective 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 _____, 2024.

Kevin McCann, Mayor

ATTEST:

Christian Gowan, City Clerk

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

Anthony A. Garganese, City Attorney

Legal Ad:
First Reading:
Second Reading:



PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

CU2023-00000065 Amusement Arcade

SUMMARY

The subject property (approximately ±8.97 gross acres in size) is generally bounded to the north by State Road 434, and to the east, west, and south by residential property. The applicant's intent is to operate an indoor amusement arcade along with restaurant-related services within suite 1137 of the Villaggio Shopping Mall located at 851-855 E SR 434. The proposed site is a developed suite within existing commercial property. The suite interior square-footage, as provided by the applicant's submitted floor plan, consists of 5,958 sq. ft. of which 4,309 sq. ft. is the proposed amusement area. Additionally, the developed parcel consists of approximately 196 off-street parking spaces, as well as mobility considerations such as a transit bus shelter along SR-434 that accommodates Lynx Bus Route 434, and sidewalks from SR-434 leading to internal crosswalks, sidewalks, and walking areas within the shopping mall area.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends that the City Commission hold a public hearing regarding a conditional use application for the operation of an amusement arcade within the C-1 Neighborhood Commercial District subject to conditions.



PUBLIC HEARINGS AGENDA ITEM

CITY COMMISSION

Monday, January 08, 2024 | REGULAR MEETING

TITLE

Conditional Use Application: Amusement – Arcade

SUMMARY

The Community Development Department requests that the City Commission hold a Public Hearing to consider the Conditional Use Application for amusement activities in order for the applicant to provide arcade-style gaming at 855 E State Road 434 (Villaggio).

General Information				
Applicant(s)	John Pyle Sasha Pyle			
Property Owner(s)	KS Realty LP			
Location	855 E SR 434, Suite 1137			
Tract Size	±8.97 Acres (Suite: 6215 sq. ft.)* * As of 11/07/2023: SCPA Land Assessment: 320,784 SF & 0.07 AC (= 7.43 Acres) SCPA GIS: 9.00 Acres. See Exhibit H.			
Permit/Case:	CU2023-00000065 Conditional Use: Amusement			
Parcel ID Number(s)	26-20-30-5AR-0D00-0080			
Zoning Designation	Neighborhood Commercial District (C-1)			
FLUM Designation	Commercial			
Adjacent Land Use	North: SR-434, Planned Unit Development (PUD) Parkstone Unit 2 Subdivision		South: One-Family Dwelling District (R-1A)	
	East: Planned Unit Development (PUD) Stone Gable Subdivision		West: Single-Family Residential (Seminole County)	
Principle building setbacks (from property line)	Front: N/A	Rear: N/A.	Side: N/A	Frontage buildout: N/A
Development Standards	N/A; suite within existing building			

Development Permits	03303 – 2 HR Fire Tenant Separation Wall (Sept/2020) 02919 – Fire Alarm Modifications to comply w/ New Space (Sept/2015)
Development Agreement	Proposed Development Agreement attached
Code Enforcement	2021CE003506 - Signage - Cancelled 2021CE000462 - Signage - Complied
City Liens	Not Applicable
Notices	Mailed notices were proofed for distribution on November 13, 2023 for property owners within 500 feet. Signage was posted on site November 13, 2023

Background:

The Community Development Department received an application from John Pyle and Sasha Pyle for a Conditional Use to allow arcade-style gaming devices and associated play areas within a suite of a developed site located in the Neighborhood Commercial (C-1) zoning district.

The subject property (approximately ±9.00 gross acres in size) is generally bounded to the north by State Road 434, and to the east, west, and south by residential property. The applicant intent is to operate indoor amusement along with restaurant-related services. The proposed site is a developed suite within existing commercial property. Therefore, new construction is not proposed. The suite interior square-footage, as provided by the applicant's submitted floor plan (Exhibit B), consists of 5,958 sq. ft. The site contains a kitchen and bar that encompasses 268 sq. ft. The proposed floor plan consists of an interior dining areas totaling 240 sq. ft., restroom consisting of 473 sq. ft., and classroom and party area consisting of 668 sq. ft. resulting in 4,309 sq. ft of proposed amusement area.

Amusement arcades, amusement device (except gambling) operated in own facilities, electronic game arcades, family fun centers, game rooms (except gambling) indoor play areas, pinball arcades, and video game arcades are classified, according to the North American Industry Classification System (NAICS), through the United States Census Bureau, as associated with NAICS code 713120 (Exhibit C) entitled Amusement Arcades. Additionally, Section 20-254(1) of the City Code provides that “amusement and recreational parks and centers (including golf driving ranges, miniature golf courses, billiard halls, children's play centers, bowling alleys, and similar uses)” require a conditional use permit in the C-1 zoning district. The inclusion of play centers and bowling alleys within City Code are locations housed within a building, and therefore indicates the city's amusement classification is not limited to outdoor activities but includes indoor amusement as well. Therefore, NAICS Code 713120 in conjunction with City Code, the intended use of the proposed site is Amusement that requires Conditional Use approval within the C-1 zoning district.

Research pertaining to this application revealed an inaccurate acreage assessment of the parcel provided by Seminole County Property Appraisers' (SCPA) website. As of November 07, 2023, the land assessed was 320,784 square-feet at \$4.63 and 0.07 acres at \$111.28. An \$8 land value was assessed for 0.07 acres. Staff performed a land area calculation of the parcel that aligned with approximately nine (9) acres, or 392,040 square-feet of land. This calculation coincided with parcel information provided on the SCPA GIS map, but not the property record card that provides assessment information. Staff's request for SCPA to provide clarification resulted in an update to an assessed land calculation as described below and shown in Exhibit H.

As of November 07, 2023, the land values appeared to be calculated as follows:

320,784 square-feet (7.36 acres) X \$4.63 = \$1,485,230

0.07 Acres (3,049 sq.ft.) X \$111.28 = \$8.00

The assessment was updated to the following:

390,878 square-feet (8.97 acres) X \$4.63 = \$1,809,765

Difference:

390,878 – 320,784 – 3,049 = +67,045 sq.ft.

\$1,809,765 – (\$1,485,230 + \$8) = +\$324,527

Public Notices:

Notices were mailed to all owners of real property adjacent to and within approximately five-hundred feet (500) of the subject property and all Homeowner's Associations on file with the City Winter Springs (113 notices).

Notices for the December 01, 2023 Community Workshop, December 07, 2023 Planning and Zoning Board, and January 08, 2024 City Commission Meetings were issued for mailing on November 07, 2023. On-site signage was posted on November 11, 2023.

Analysis of Conditional Use (Sec. 20-33) Criteria:

All conditional use recommendations and final decisions shall be based on the following criteria to the extent applicable:

(1) Whether the applicant has demonstrated the conditional use, 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.

The applicant(s) propose amusement, permissible with the C-1 zoning district as a conditional use, within an existing shopping mall. Density, height, scale, intensity, setbacks, buffers, parking and traffic-generating characteristics, and off-site impacts are not foreseen to have an impact for this site. The proposed use is compatible and

harmonious with existing activities within the existing shopping mall as entities currently provide outdoor seating arrangements and some form of game/sport related activity. Additional information pertaining to proposed operations are below:

Hours of Operation: 11:00am – 12:00am

Smoking: Not Allowed

Signage: To be provided in accordance with City and landlord approvals

Parking: Share 196 existing parking spaces

Employees: 10-15

(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 conditional use 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.

The total square-footage of the suite is 6,215 square-feet of which there is 5,958 square-feet of internal space. As depicted in Exhibit B, the conceptual floor plan consists of the following areas and associated square footage:

Arcade/Gaming Area: 4,977 sq.ft.

Gaming Room 1: 2,122 sq.ft.

Gaming Room 2: 2,855 sq.ft.

Open Floor and Games: 849 sq.ft.

Gaming Room: 1,338 sq.ft.

Class/Event/Party/Gaming Area: 668

Bar/Kitchen Area: 268 sq.ft.

Restroom Area: 473 sq.ft.

Dining Areas: 480 sq.ft.

Dining Area – Interior: 240 sq.ft.

Dining Area – Exterior: 240 sq.ft.

The applicant proposes an internal modification to the existing suite to include a partition wall to accommodate classes, events, and parties. Additionally, the developed site consists of approximately 196 off-street parking spaces, as well as mobility considerations such as a transit bus shelter along SR-434 that accommodates Lynx Bus Route 434, and sidewalks from SR-434 leading to internal crosswalks, sidewalks, and walking areas within the shopping mall area. Screening, buffers, landscaping, and open space are not considerations necessary for the utilization of the existing suite for amusement – arcade use.

(3) Whether the proposed use will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.

The suite contained a previous business that has since vacated the site.

The proposed conditional use of amusement for arcades does not appear to impose an adverse impact on the local economy, governmental fiscal impact, employment, or property values.

(4) Whether the proposed use 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.

The amusement use proposed for the site does not require new construction, does not add permanent impervious surface(s), and is not anticipated, based on the information provided, to emit pollutants into the natural environment. The equipment, arcade game related items, associated with the conditional use is to remain indoors within the confines of the space in question.

(5) Whether the proposed use will have an adverse impact on historic, scenic, and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

It is not anticipated that the proposed development will have an adverse impact on any historic, scenic, or cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

(6) Whether the proposed use 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.

The proposed amusement use is not anticipated to 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. The existing shopping mall contains current and former restaurant/bar locations previously approved within said shopping plaza.

(7) Whether the 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.

The existing shopping plaza provides a traffic circulation pattern within the subject lot. Projected traffic for the conditional use is not anticipated to detrimentally impact the traffic flow through immediate intersections and arterials. The existing lot is

accommodating, as it has been, to support new business within the site in question. Given the existence of the shopping plaza's parking lot, vacant suites, and parking lot size, a traffic report was not requested from the applicant.

(8) Whether the proposed use will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.

The proposed use does not propose new development that makes use of a vacant suite catering towards arcade gaming. Therefore, it may be determined that the proposed conditional use may have a social impact that is more positive than either a vacant suite, as it currently exists, or a restaurant/bar-only model and provides variety to existing uses for the entire shopping plaza.

(9) Whether the proposed use 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.

The proposed conditional use is not anticipated to emit odors, noise, glares, or vibrations that will adversely impact adjacent properties. The applicant indicated in the application that location has tinted glass, that will assist in preventing any potential glare.

(10) Whether the applicant has provided an acceptable security plan for the proposed establishment that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood, if applicable.

Entry fee, game room attendants, bartenders, cashless, personal host for events, security alarm system to be installed and monitored. In addition to requiring employees to attend safety classes, the applicant intends to have internal policies to monitor and avoid risk. Additionally, the applicant will be required to follow required codes and pass inspections to operate the business in question.

(11) Whether the applicant has provided 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.

Not applicable for the proposed use as the site in question is a suite consisting of less than 7,000 sf. ft.

(12) Whether the applicant has demonstrated that the conditional use and associated site plan 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.

The conditional use is to be operated within the confines of the suite in question. Equipment, staffing, internal safety procedures, City Code, and permitting ensure the conditional use does not create adverse impacts within the existing development and/or adjacent 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.

This criterion is not applicable as the parcel is zoned Neighborhood Commercial with commercial Future Land Use.

(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.

A binding development agreement is attached hereto.

Water and Sewer:

Water and sewer service exist within the developed suite that previously served similar beverage(s).

Stormwater:

The proposed amusement conditional use does not add permanent impervious surfaces to the site and does not contribute to added stormwater runoff as the location is a developed site existing prior to this application. Existing stormwater management is not anticipated to be impacted.

Procedural History:

January 08, 2024	City Commission
December 07, 2023	Planning & Zoning Board 5-0-0 (Shafer/Ferrante); Board-Initiated Condition Requested To Restrict Hours Of Operation
December 01, 2023	Community Workshop 9 Attendees; 9-0 (Favorable)
October 17, 2023	Application Resubmittal (Round 2)
October 03, 2023	Application Submission (Round 1)
September 22, 2023	Pre-Application Meeting PA2023-0053

Applicable Law, Public Policy, and Events:

[City of Winter Springs Comprehensive Plan](#)

[City of Winter Springs Code of Ordinances](#)

[Ch20, Sec. 20-33. Conditional Uses.](#)

Fiscal Impact:

The vacant suite within the existing shopping mall/plaza appears to have a foreseeable benefit by activating the suite for business.

Staff Recommendation:

Should the Planning and Zoning Board recommend approval of the Conditional Use to allow amusement, staff recommends the following conditions:

1. The conditional use approval shall be limited to an arcade amusement and does not extend to other types of amusements such as golf driving ranges, miniature golf courses, billiard halls, children's play centers, or bowling alleys, absent a new conditional use permit being approved.
2. Substantial conformance to the Conceptual Floor Plan attached hereto as Exhibit B.
3. Signage shall conform to Chapter 16, Article III of City Code except to the extent signage requirements have been established in the Agreement or subsequent Modifications of the Agreement.
4. The operators of the conditional use shall create and implement a security plan to ensure safety on site.
5. The conditional use for an arcade amusement shall be restricted solely to one commercial suite of the subject property, which shall not exceed 6,215 square-feet in size. Any further expansion shall require additional approval of a conditional use.
6. No "slot machines or devices" shall be permitted in the arcade as defined in Sec. 10-115 of the City Code.

7. Daily hours of operation shall not extend beyond 12:00am midnight.

Attachments:

Exhibit A - Application
Exhibit B – Conceptual Floor Plan
Exhibit C – NAICS Code 713120
Exhibit D – Statement
Exhibit E – Aerial Map and Site Photos
Exhibit F – Existing Development Agreement
Exhibit G – Public Notices and Addresses
Exhibit H – Seminole County Property Appraiser Land Assessment
Exhibit I – Proposed Development Agreement



**CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434

Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application – Conditional Use

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per [Chapter 20–Zoning Sec.20-33](#). The sufficiency review shall be completed within thirty (30) calendar days per [FL Statue 166.033](#). Once the application is deemed sufficient, the applicant shall move forward with the Community Workshop, required per [Chapter 20–Zoning Sec.20-29.1](#).

Applicants are responsible for posting notice (provided by the city) on the site at least seven (7) days prior to the Planning & Zoning Board (PZB) meeting at which the matter will be considered. Said notice shall not be posted within the City right-of-way.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Conditional Use is quasi-judicial in nature. Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with [Chapter 2 – Administration Sec. 2-30](#) of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Conditional Use recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Conditional Uses and may impose reasonable conditions on any approved Conditional Use to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 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 insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per [Florida Statute 286.0105](#).

A Conditional Use which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Conditional Use, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension. In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Conditional Use shall be deemed expired and null and void, per [Chapter 20 – Sec.20-36](#).



**CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org
Application – Conditional Use

REQUIRED INFORMATION:

Applicant(s): John Pyle and Sasha Pyle Date: 10/9/2023
Mailing address: 1412 Winter Wharf Lane Winter Springs, FL 32708
Email: Sasha@yourflrealty.com
Phone Number: 3219879435
Property Owner(s): KS Realty LP
Mailing Address: 42 E Robinson Street Suite 230 Orlando, FL 32801
Email: patti@pajmanagement.com
Phone Number: 3214368650
Project Name: TBD
Property Address: 853 E SR 434 Suite 1137 Winter Springs, FL 32708
Parcel ID(s): 26-20-30-5AR-0D00-0080
Parcel Size: 9AC
Existing Use: Bar
Future Land Use: Neighborhood Commercial Distric
Zoning District: C-1

Conditional Use that is being requested? Restaurant/Cafe Retro Theme Family Entertainment

How is the Conditional Use (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 conditional use, and other offsite impacts) compatible and harmonious with adjacent land uses?

The use will be utilizing the current structure. A sign will be placed in accordance with landlord and city approval on exterior to identify location services.

Projected hours of operation from 11am-12am. Noise will be kept to the interior as to not disturb neighboring tenants. No smoking indoors will be allowed. We will share the current parking of 196 spaces. Approx. 10-15 employees. Send business to neighboring tenants.

Will the Conditional Use adversely impact land use activities in the immediate vicinity? If no, why not?

No. We are offering a different experience then what is being offered in the plaza. We would like to partner

with the neighboring businesses such as Marcos pizza to do pizzas for events. Red Eye Tavern and Senior Tequila can gain more customers as our customers can eat at their location and play free all day. The new golf place compliments us.



**CITY OF WINTER SPRINGS
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Application – Conditional Use

Demonstrate 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 conditional use 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.

We are not changing the structure of the current space. We will be adding a partition to the back room for classes, events and parties.

The space is open and free to walk around. From entry, big room to the left. To right is a doorway to more activities and lounge area.

Bathrooms toward the back. There is 196 parking spaces available. We anticipate using around 15 spaces.

Will the proposed use have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values? If no, why not?

No. Winter Springs is a family oriented community. Having a family entertainment center will add value.

We have many locals ask us about when we are going to be able to open our doors. They are very excited to have this in their own town.

Will the proposed use have an adverse impact on natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards? If no, why not?

No. We will not be allowing smoking indoors or anything hazardous. All our noise will be kept inside and

not to disturb neighboring tenants. The gaming machines are adjustable as well as the TV's that we will have.

Will the proposed use have an adverse impact on historic, scenic and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources? If no, why not?

No. The location already exists. We will not be interfering with any cultural resources. We are not building anything that will obstruct views or vistas.

Will the proposed use 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? If no, why not?

No. Location exists and we will be utilizing the plumbing and fixtures that are currently there as well as public transportation stops.

Will the proposed use have an adverse impact on housing and social conditions, including a variety of housing unit types and prices, and neighborhood quality? If no, why not?

No. Will not interfere with current housing conditions and types. We want to keep the community quality as we are also residents. We will have policies in place to keep our presence clean and upscale. We consider



**CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434

Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application – Conditional Use

Ourselves as a Rerto themed restaurant where our games are part of our design.

Will the proposed use avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other sire elements? If no, why not?

No. The arcade machines and TV's will be kept inside and we will have the volumes turned to where it does not disturb any of our neighboring tenants. Signage will be approved by city and landlord. The Location is in a back corner of the plaza. We will have tinted glass to help with the lighting inside.

Demonstrate that the conditional use and associated site plan 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.

We will not be redesigning how the space has been used when it was Perfect Pours and therefore, should

not have a negative impact on the adjacent or surrounding uses and properties. We will have in place policies to monitor and avoid risks. Ownership is very involved and safety is a priority. All employees will be require to take safety classes.

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.

N/A

Has the applicant agreed to a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by city code? Yes ____ No ____

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

John Pyle Sr.

John Pyle

Sasha Pyle

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

Attached you will find pictures of the actual machines we will have and decor of the restaurant and bar. You will also find an article on how other simialr concepts have helped local businesses.

Please review the written description attached for consideration.



**CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434
Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application – Conditional Use

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

REQUIRED DOCUMENTATION (PDF):

- X A complete Application and Fee (\$500.00*)
- X A general description of the relief sought under this division
- X A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division
- X A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).
- X An acceptable security plan for the proposed establishment that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood.
- n/a An acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than 20,000 square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood.
- n/a For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in [Chapter 20 – Zoning Sec.20.29 Applications \(7\) – \(11\)](#).

* Fees are as shown above plus actual costs incurred for advertising or notification, and for reimbursement for technical and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the city's consultant) , payable prior to approval of the pertinent stage of development.

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on



**CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT**

1126 East State Road 434

Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application – Conditional Use

the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Conditional Use for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): _____

Applicant Signature: _____ Date: _____

Business Name: _____

Address: _____ Parcel ID: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____, Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): _____

Property Owner Signature: _____ Date _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____, Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____



Sitdown Game

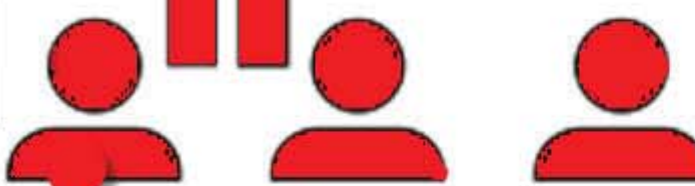


Basketball

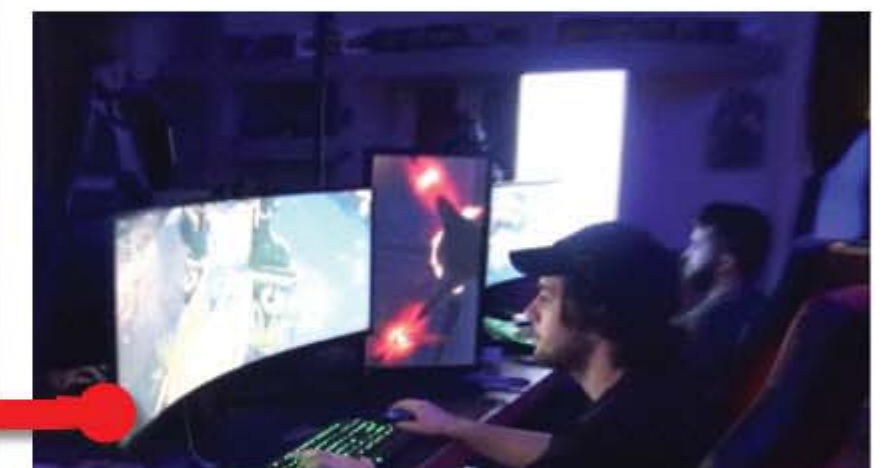


Restroom

CLASS ROOM



**WE WILL NOT HAVE
Gambling Machines**



Tables with computers setup for classes and used for gaming during birthday parties



Classic Arcade Games



Interactive floor with games for children in this room

- We will charge \$15-\$20usd to get into the restaurant
- The restaurant is retro themed and arcade games are decorations and set to free play
- Police, Fire department, Military, city workers get free entry

Total Square Feet - 6215

Total square feet interior - 5958

Total gaming area including classes / parties area 4977

Total Restaurant Area - 480

Total Tables/chairs inside 4/16

Total Tables/Chairs outside 6/24



Short Outdoor Table



Bar Area with Stools



Indoor Long Table

North American Industry Classification System

Menu ▾

NAICS Search

Enter keyword or 2-6 digit code

2022 NAICS Search

Go

Enter keyword or 2-6 digit code

2017 NAICS Search

Go

Enter keyword or 2-6 digit code

2012 NAICS Search

Go

2022 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

713120 Amusement Arcades

This industry comprises establishments primarily engaged in operating amusement (except gambling, billiard, or pool) arcades and parlors.

Cross-References. Establishments primarily engaged in--

- Operating a variety of attractions, such as mechanical rides, water rides, games, shows, theme exhibits, refreshment stands, and picnic grounds, known as amusement or theme parks--are classified in Industry 713110, Amusement and Theme Parks;
- Supplying and servicing coin- or card-operated amusement (except gambling) devices or rides in places of business operated by others, operating billiard or pool parlors, or operating recreation attractions, such as waterslides, miniature golf courses, and gocart raceways--are classified in Industry 713990, All Other Amusement and Recreation Industries;
- Operating bingo, off-track betting, or slot machine parlors or in supplying and servicing coin- or card-operated gambling devices (e.g., slot machines or video gambling to

Is this page helpful?



Yes



No

business operated by others--are classified in Industry 713290, Other Gambling Industries;

- Operating casinos (except casino hotels)--are classified in Industry 713210, Casinos (except Casino Hotels); and
- Operating casino hotels--are classified in Industry 721120, Casino Hotels.

2012 NAICS	2017 NAICS	2022 NAICS	Corresponding Index Entries
713120	713120	713120	Amusement arcades
713120	713120	713120	Amusement device (except gambling) parlors, coin- or card-operated
713120	713120	713120	Amusement devices (except gambling) operated in own facilities
713120	713120	713120	Arcades, amusement
713120	713120	713120	Electronic game arcades
713120	713120	713120	Family fun centers
713120	713120	713120	Game rooms (except gambling)
713120	713120	713120	Indoor play areas
713120	713120	713120	Pinball arcades
713120	713120	713120	Video game arcades (except gambling)

2022 NAICS Manual



Is this page helpful?



Yes



No

October 17, 2023

To: City of Winter Springs

RE: Consideration for Conditional Use

C/U number: CU2023-00000065

We want to first thank you for your time and consideration. We present to you an opportunity for our community to grow culturally as well as add employment opportunities and value. We are a retro themed restaurant café where our games are part of the décor. Customers can come in and be taken back to their childhood years. We also want to cater to our younger audience by providing interactive games for them to enjoy and learn from. As with any restaurant, the prices will vary depending on food and beverage items. The \$20 fee at the entry allows everyone to play for free if they wish to do so for that day. The company will have classes scheduled throughout each month for those who want to learn how to broadcast and with today's activities on social media, will be beneficial for those interested in getting more familiar with how to stream live content, connect with others, market and grow whether it is individually or as a business. Our restaurant will host birthday parties for all ages. We want to offer different activities throughout the year such as: BOGO days, Kids free days, charity days, etc. With events happening monthly, we believe is a great way for the community to come together. One of the ways we are giving back aside from hosting events, is to let our police force, fire department, City of Winter Springs workers, Veterans and military free entry. On November 4th 2023, we will be donating our time and use of our machines to Lake Howell High School Retro themed Homecoming dance. Since we are also residents of Winter Springs, we know a lot of neighbors. They are very excited for this venture and we even have people inquiring for careers with us!

Meet the Founders

John Pyle is a successful live streamer and content creator. He was just a small boy when he got into video games like a lot of us. His passion continued to grow as he did. In his early 20's, he started building his own machines and finding locations for them. He eventually had a route with machines everywhere! Unfortunately, he couldn't keep up with them and sold his business. He still wanted to do something with gaming so he quickly became a content creator. It has now been over 15 years of live streaming and he has built a huge following in his streaming community where he is known as the gaming legend. He has many letters from fans on how he has contributed to their life and even helped many with depression. John keeps a high upbeat attitude and is one of the few streamers to have a PG rated channel. Sasha Pyle is known in the community as a real estate broker. She is great with people and keeping the business in order so John can focus on what he does best. Making his fans happy.

More About the Location

From the outside, you will see outdoor seating. When walking in, there will be a hostess and stand waiting to collect the entry fee and placing a band or stamp on your hand. Immediately to the left you will see a variety of games from classics such as pac-man, galaga, basketball, air hockey, pinball machines, car racing, the Simpsons, etc. To the right ahead will be the bar and kitchen. There will be bar stools and tables throughout to enjoy a bite to eat, a drink and to catch a break and watch the fun around you. The room to the right of the entry will be catering towards our younger crowd. This room will feature a 3 person carousel, interactive wall and floor games, mini basketball, air hockey, wall tic tac

toe, etc. The back room will be portioned off where one side will be the class room and party room. The other half will have gaming computers, two lounge areas with play stations, Xbox and Nintendo switch consoles, dart boards, pool tables and streaming booth. None of our machines are capable of gambling. We will not have redemption games with tickets either. These are free play games where one can come eat, drink and enjoy the interactive décor around them!

Security Measures

The location will be armed with an alarm monitoring system as well as top-notch security cameras from the interior and exterior of the property. This camera system will have 24-hour recording and we will be able to see the cameras from anywhere at any time.

Other Safety Measures

We will follow the rules and regulations for fire codes, city inspections, state inspections, food and beverage safety, etc. All employees will be required to take part in safety classes and food handling. We will have janitor services to keep a clean and sanitized atmosphere.

Neighboring Businesses

We want to work with our neighbors! We will be partnering with Marcos pizza for our events and birthday parties. They will be our exclusive pizza option and part of our birthday party package. Customers from both Red Eye and Senior Tequila can enjoy their dine in experience and play at ours all day! The new interactive golf place will be complimentary to each other as we do not offer golfing. Our concept will bring more of our community to the Villaggio Center and the businesses in the plaza will benefit from the exposure.

Quality and Appearance

While not only do we need to abide by our rules and policies from our landlord, we also have rules in place to avoid unwanted activity. No smoking will occur in our premises. Our hours of operations will not interfere with other businesses nor create any disturbances. We want to keep the quality of life style around us and one of the reasons why we picked this location is due to its appeal and upscale look.

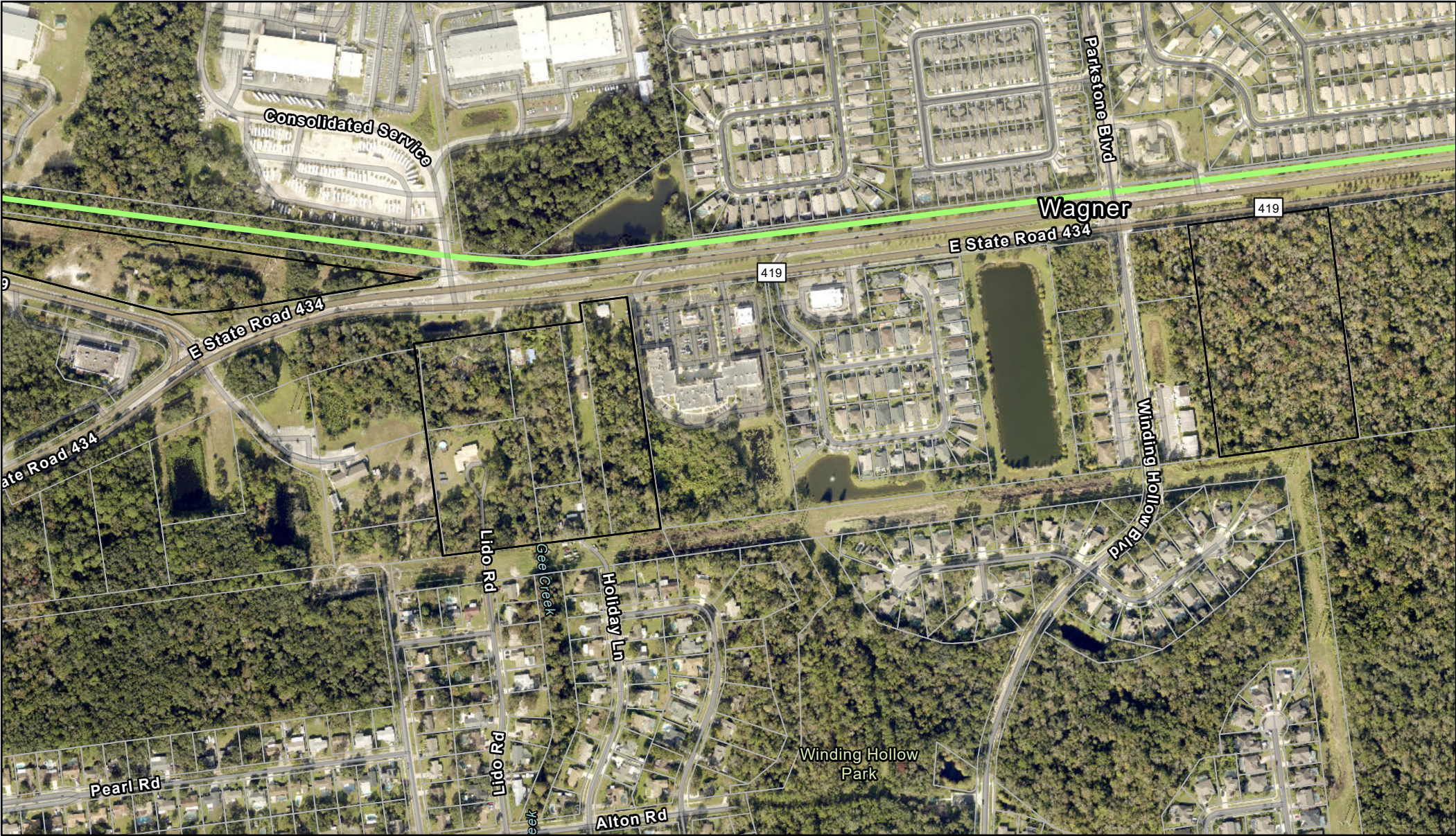
Again, we want to take this time to appreciate you all for your time and consideration. We hope that you will see how the community will benefit from our concept and how it has helped other locations with similar plans.

[Arcade Monsters Oviedo success story](#): How they ultimately helped their neighboring businesses and are now very successful. We know the founders of Arcade Monsters. They have helped us with their ideas and inspirations for our very own retro themed restaurant. Click the blue link to read the founders short story.

Sincerely,

John and Sasha Pyle
Swiftly Productions, LLC

Aerial Map



10/28/2023, 1:22:37 PM

City Limits

Streets

Private

Public

Public

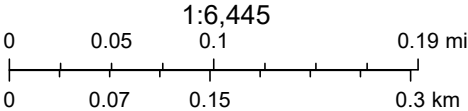
Public

Parcels

Private

Public

Cross Seminole Trail



State of Florida, Maxar, Esri Community Maps Contributors, County of Orange, FL, Seminole County GIS, Seminole County Property Appr, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

R
Katherine W. Latorre, Esquire
Winter Springs Assistant City Attorney
Brown, Garganese, Weiss & D'Agresta, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873
(407) 425-9566

MARYANNE MURSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06916 Pgs 1332 - 1337; (6pgs)
CLERK'S # 2008009860
RECORDED 01/28/2008 11:21:47 AM
RECORDING FEES \$2.50
RECORDED BY T Smith

FOR RECORDING DEPARTMENT USE ONLY

SIXTH MODIFICATION TO BINDING DEVELOPMENT AGREEMENT

THIS SIXTH MODIFICATION TO BINDING DEVELOPMENT AGREEMENT ("Sixth Modification"), made and executed this 14th day of January, 2008, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation ("City") whose address is 1126 East S.R. 434, Winter Springs, FL 32708, and **BRI 1813 VILLAGIO, LLC**, a Florida limited liability company ("BRI Villagio"), whose address is 1160 E. Hallandale Beach Blvd., Hallandale, FL 33009.

WHEREAS, McGaba, LLC. ("McGaba") and the City entered into a Binding Development Agreement dated April 10, 2003, and recorded in Official Records Book 4839, Page 1896, of Seminole County, Florida (the "Agreement") regarding the development of a Shopping Center located at 855 E. State Road 434 in Winter Springs; and

WHEREAS, a First Modification to Binding Development Agreement, dated February 26, 2004, was recorded in Official Records Book 05230, Page 1123-1125, of Seminole County, Florida ("First Modification"); and

WHEREAS, a Second Modification to Binding Development Agreement, dated July 1, 2004, was recorded in Official Records Book 06153, Page 59-62, of Seminole County, Florida ("Second Modification"); and

WHEREAS, a Third Modification to Binding Development Agreement, dated September 25, 2006, was recorded in Official Records Book 6437, Page 1204-1207, of Seminole County, Florida ("Third Modification"); and

WHEREAS, a Fourth Modification to Binding Development Agreement, dated November 14, 2007, was recorded in Official Records Book 6871, Page 285-288, of Seminole County, Florida ("Fourth Modification"); and

WHEREAS, a Fifth Modification to Binding Development Agreement, dated November 13, 2007, was recorded in Official Records Book 6871, Page 281-284, of Seminole County, Florida ("Fifth Modification"); and

WHEREAS, BRI Villagio is the current owner of record of the Subject Property pursuant to the warranty deed recorded at Book 6740, Page 800, Public Records of Seminole County; and

WHEREAS, section 20-470(3)(c) of the City Code, which is applicable to the Subject Property, limits building mounted multi-tenant identification signs for buildings with separate exterior tenant entrances to a maximum of fourteen feet (14') in height; and

WHEREAS, given the particular architectural design of the Shopping Center, which includes archways of differing heights, as well as multiple buildings located varying distances from the abutting public right-of-way, it is not practical or aesthetically pleasing to restrict the Shopping Center's building mounted tenant identification signs to fourteen feet (14') in height; and

WHEREAS, the parties desire to further modify the Agreement to establish appropriate standards by which building mounted tenant identification signs may be permitted consistent with the design and architecture of the Shopping Center, as well as the existing tenant identification signs in the Shopping Center; and

WHEREAS, the City is authorized by section 20-474, Winter Springs City Code, to enter into a development agreement with a developer to set forth terms and conditions appropriate to meet the circumstances of the specific proposed development and to vary the standards of the State Road 434 Corridor Overlay District, including signage; and

WHEREAS, the parties acknowledge and agree that all other terms and conditions of the Agreement, First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification not expressly modified by this Sixth Modification shall remain in full force and effect.

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 hereby incorporated herein by this reference and deemed a material part of this Sixth Modification.

2.0 Building Mounted Tenant Identification Signs. Pursuant to section 20-474 of the City Code, the City hereby agrees to vary the standards of the State Road 434 Corridor Overlay District on the Subject Property as follows:

2.1 *First Floor Tenant Space.*

2.1.1 Building mounted tenant identification signs for Shopping Center suites numbered 1101, 1105, 1113, 1117, 1125, 1129, 1153, and 1157, as depicted in **Exhibit "A,"** attached hereto and fully incorporated herein by this reference, shall not exceed seventeen feet (17') in height above the adjacent sidewalk elevation. Further, suites 1153 and 1157 shall horizontally center building mounted tenant identification signs within the applicable portion of the tenant's façade.

2.1.2 Building mounted tenant identification signs for Shopping Center suites numbered 1133, 1135, 1137, 1141, 1145, and 1149, as depicted in **Exhibit "A"** shall not exceed sixteen feet (16') in height above the adjacent sidewalk elevation.

2.2 *Second Floor Tenant Space.* Building mounted tenant identification signs for Shopping Center suites numbered 2201, 2205, and 2209, as depicted in **Exhibit "A"** shall not exceed twenty-nine feet (29') in height above the adjacent sidewalk elevation. Further, said signs shall be vertically and horizontally centered in the applicable portion of the tenant's façade.

3.0 Recordation. This Sixth Modification shall be recorded in the public records of Seminole County, Florida, and shall run with the land.

4.0 Miscellaneous. All terms and conditions of the Agreement, First Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification and other development approvals by the City for the project, which are not expressly and specifically modified by this Sixth Modification, shall continue to remain in full force and effect.

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

[EXECUTION PAGES FOLLOW]

Signed, sealed and delivered in the
Presence of the following witnesses:

[Signature]
ANA MARIA ARIAS
Printed Name of Witness

[Signature]
SUSANA BACHRACH
Printed Name of Witness

BRI Villagio:

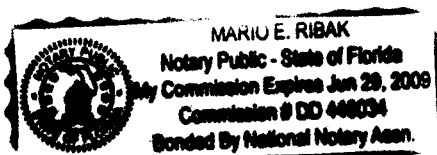
By: [Signature]
Print Name: MOISES BENZAGUEN

BRI 1813 Villagio, LLC,
a Florida limited liability company

STATE OF FLORIDA
COUNTY OF Droward

The foregoing instrument was acknowledged before me this 21 day of JANUARY,
2008, by MOISES BENZAGUEN, as MANAGING MEMBER of BRI 1813 Villagio, LLC, a
Florida limited liability company, who is personally known to me ~~or who has produced~~
_____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature

MARIO E. RIBAK
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD 446034
My Commission Expires: Jun 29, 2009

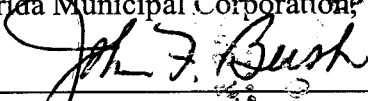
ATTEST:

By:  _____

ANDREA LORENZO-LUACES
City Clerk

(City Seal)

CITY OF WINTER SPRINGS,
a Florida Municipal Corporation

By:  _____

JOHN F. BUSH
Mayor

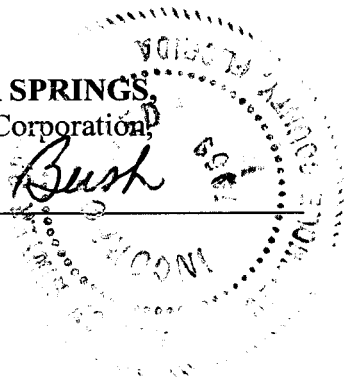
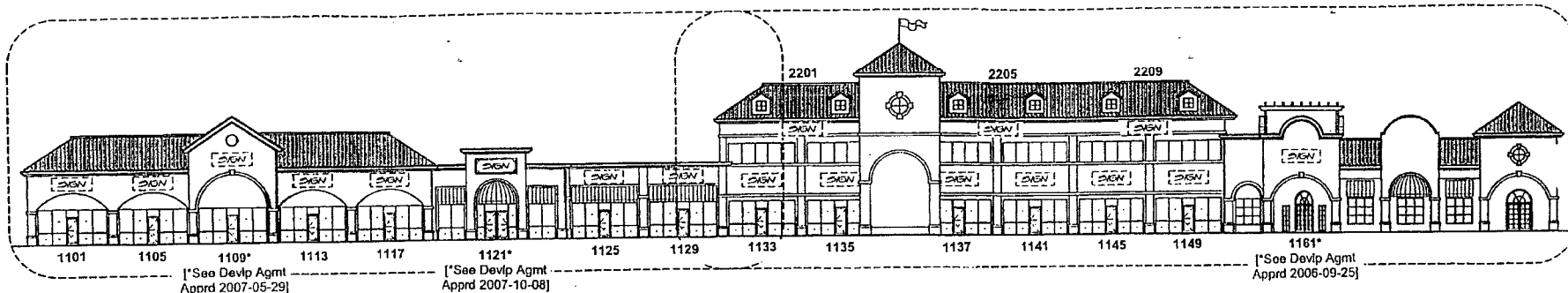
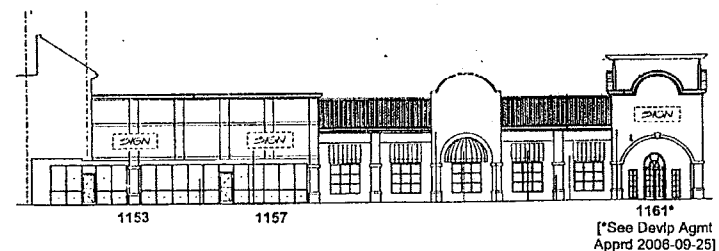


EXHIBIT 'A'



FRONT ELEVATION



LEFT ELEVATION

RECEIVED

FEB 05 2008

BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.

Attorneys at Law

CITY OF WINTER SPRINGS
OFFICE OF THE CITY CLERK

M/CC/CM/CK

Debra S. Babb-Nutcher¹¹
Joseph E. Blich
Usher L. Brown^{*}
Suzanne D'Agresta¹¹
Anthony A. Garganese¹²
J.W. Taylor
Jeffrey S. Weiss

Offices in Orlando, Kissimmee, Cocoa,
Ft. Lauderdale & Tampa

Tara L. Barrett
Vivian P. Cocotas
Scott J. Dornstein
Robin Gibson Drage
Mitchell B. Haller
Katherine W. Latorre
Terri E. Oster
Amy J. Pitsch

^{*}Board Certified Civil Trial Lawyer

¹¹Board Certified City, County & Local Government Law

¹²Board Certified Appellate Practice

Erin J. O'Leary^{*}
Catherine D. Reischmann¹¹
William E. Reischmann, Jr.
Of Counsel

February 4, 2008

Andrea Lorenzo-Luaces, City Clerk
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

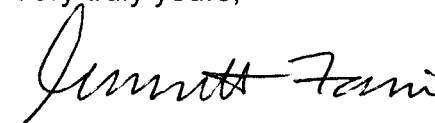
Re: City of Winter Springs / BRI 1813 Villagio

Dear Andrea:

Please find enclosed for safekeeping, the original recorded and fully executed Sixth Modification to Binding Development Agreement.

Should you have any questions, please do not hesitate to me.

Very truly yours,



Jennette Farris
Assistant to Anthony A. Garganese

/jf
Enclosure



**CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT**

**1126 East State Road 434
Winter Springs, Florida 32708**
customerservice@winterspringsfl.org

November 07, 2023

**CITY OF WINTER SPRINGS
NOTICE OF PUBLIC HEARINGS**

Notice is hereby given that the Planning & Zoning Board/Local Planning Agency (LPA) and the City Commission of the City of Winter Springs, Florida will hold public hearings at the City of Winter Springs City Hall Commission Chambers, **1126 East State Road 434, Winter Springs, FL 32708**, to consider:

Application Type: Conditional Use – Amusement – Arcade
Permit/Case: CU2023-00000065
Parcel: 26-20-30-5AR-0D00-0080 (±7.36 acres; site: 6,215 sq.ft.)
Address: 855 E. State Road 434, Suite 1137, Winter Springs, FL 32708
Applicant(s): John Pyle & Sasha Pyle

**PLANNING & ZONING BOARD
DECEMBER 07, 2023 AT 5:30 PM**

OR SOON THEREAFTER

**CITY COMMISSION
JANUARY 08, 2024 AT 6:30 PM**

General Notice Requirements:

This informational notice is provided as a courtesy to surrounding property owners. No action is required.

Interested parties are hereby advised that they may appear at said hearings and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Commission with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Planning & Zoning Board/Local Planning Agency and City Commission reserve the right to continue or postpone hearings to a date certain without re-advertising. The Planning and Zoning Board/Local Planning Agency meeting may include the attendance of one (1) or more members of the City Commission, who may or may not participate in the Board discussions held at its public hearing.

The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Winter Springs, listed below, at least 48 hours prior to the meeting:

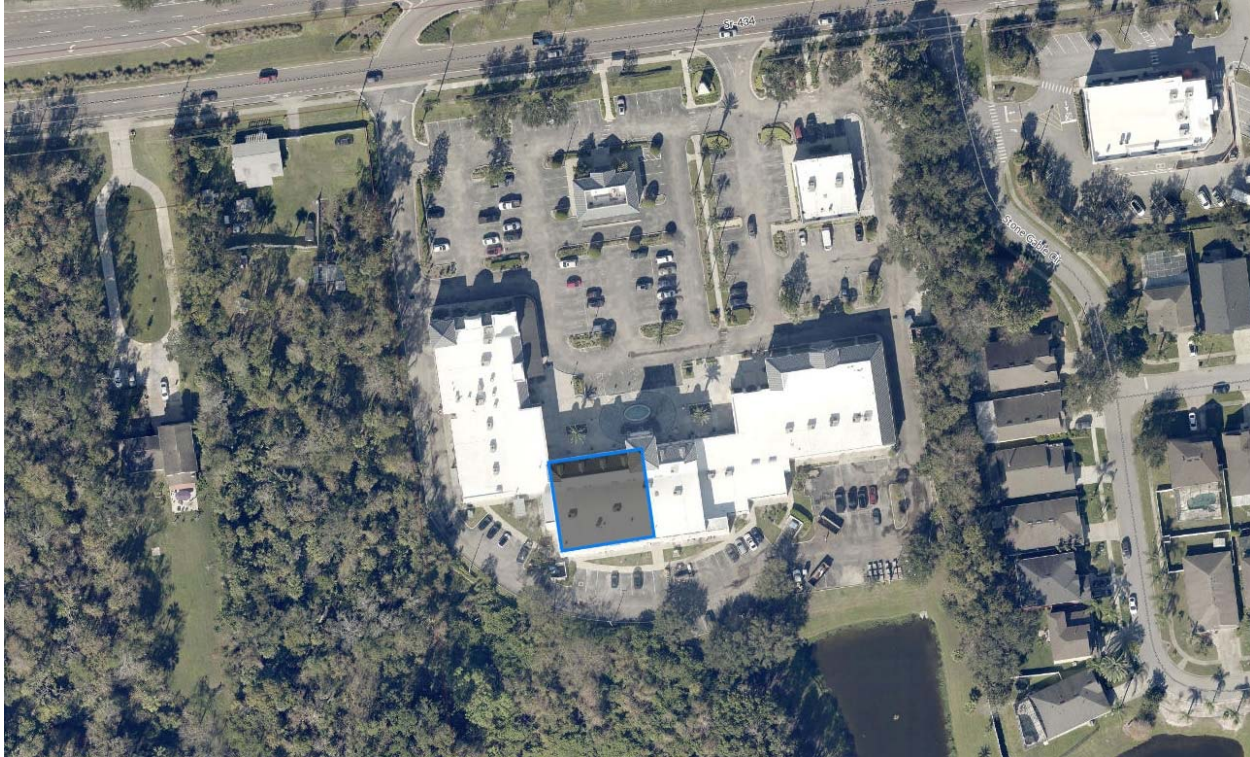
City Clerk, 1126 E. State Road 434, Winter Springs, FL 32708, by telephone at 407-327-5955, or via email at cityclerkdepartment@winterspringsfl.org.

Documentation associated with the above referenced hearing dates may be inspected in-person at City Hall's Community Development Department, or via the website below when it becomes available:

winterspringsfl.org/meetings

Project Site

Parcel: 26-20-30-5AR-0D00-0080



Public Participation Opportunities:

In-person Participation:

**City of Winter Springs
1126 East SR 434
Winter Springs, FL 32708**

Remote Participation:

Comments/Questions: cityclerkdepartment@winterspringsfl.org
or

Mail to City of Winter Spring, Attn: Community Development
(must be received three (3) days prior to meeting date)

Live Audio: winterspringsfl.org/meetings
(City not responsible for technical difficulties)

Party Intervenor Requests:

Pursuant to Section 2-30 of the City Code, requesting to be formally declared a party intervenor for purposes of presenting factual and expert testimony and evidence at the quasi-judicial hearing are required to file the linked application at least seven (7) days prior to the scheduled hearing:
www.winterspringsfl.org/cd/page/party-intervenor-form

Talbert Jackson
Senior City Planner
tjackson@winterspringsfl.org

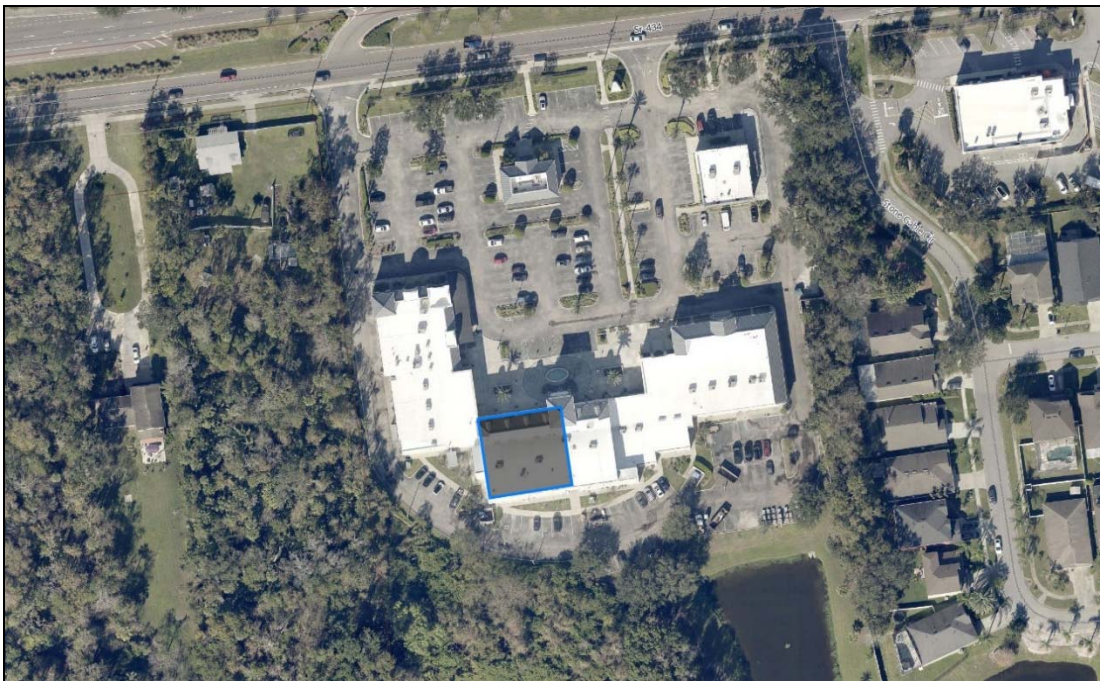


COMMUNITY WORKSHOP

Friday, December 01 @ 6:30 P.M.

855 E SR 434, Suite 1137, Winter Springs, FL 32708

Conditional Use Application for Amusement - Arcade



Permit/Case: CU2023-00000065

Location: South side of SR 434 inside Suite 1137 of
Villaggio Shopping Mall

Parcel ID: 26-20-30-5AR-0D00-0080

Acreage: $\pm$ 0.14-acre suite within $\pm$ 7.36-acre property

Zoning/Future Land Use: Neighborhood Commercial (C-1)/ Commercial

Applicant/Presenter: John Pyle & Sasha Pyle

Address2	CityStateZip
435 ELDORA DR	OAK HILL, FL 32759-9324
235 N WESTMONTE DR	ALTAMONTE SPG, FL 32714-3345
100 STONE GABLE CIR	WINTER SPGS, FL 32708-3233
159 STONE GABLE CIR	WINTER SPGS, FL 32708-3234
635 BLENHEIM LOOP	WINTER SPGS, FL 32708-2729
103 LIDO RD	WINTER SPGS, FL 32708-3207
108 STONE GABLE CIR	WINTER SPGS, FL 32708-3233
642 BLENHEIM LOOP	WINTER SPGS, FL 32708-2728
7163 STOCKTON DR	EASTVALE, CA 92880-3991
158 STONE GABLE CIR	WINTER SPGS, FL 32708-3235
634 BLENHEIM LOOP	WINTER SPGS, FL 32708-2728
105 MOCKINGBIRD LN	WINTER SPGS, FL 32708-3209
112 MOCKINGBIRD LN	WINTER SPGS, FL 32708-3210
3112 W LAKE MARY BLVD	LAKE MARY, FL 32746-6024
PO BOX 4129	WINTER PARK, FL 32793-4129
145 TENNIS CT	WINTER SPGS, FL 32708-3200
111 HOLIDAY LN	WINTER SPGS, FL 32708-3201
110 MOCKINGBIRD LN	WINTER SPGS, FL 32708-3210
107 MOCKINGBIRD LN	WINTER SPGS, FL 32708-3209
149 TENNIS CT	WINTER SPGS, FL 32708-3200
116 BROOKSHIRE CT	WINTER SPGS, FL 32708-6302
1126 E STATE ROAD 434	WINTER SPGS, FL 32708-2715
104 STONE GABLE CIR	WINTER SPGS, FL 32708-3233
109 HOLIDAY LN	WINTER SPGS, FL 32708-3201
1126 E STATE ROAD 434	WINTER SPGS, FL 32708-2715
118 STONE GABLE CIR	WINTER SPGS, FL 32708-3233
118 BROOKSHIRE CT	WINTER SPGS, FL 32708-6302
109 SINCLAIR CIR	HOSCHTON, GA 30548-8801
15346 ORIZABA AVE	PARAMOUNT, CA 90723-4329
680 BLENHEIM LOOP	WINTER SPGS, FL 32708-2728
# 230	ORLANDO, FL 32801-4372
649 BLENHEIM LOOP	WINTER SPGS, FL 32708-2729
109 MOCKINGBIRD LN	WINTER SPGS, FL 32708-3209
154 STONE GABLE CIR	WINTER SPGS, FL 32708-3235
80 HOLIDAY LN	WINTER SPGS, FL 32708-3231
638 BLENHEIM LOOP	WINTER SPGS, FL 32708-2728
120 BROOKSHIRE CT	WINTER SPGS, FL 32708-6302
104 HOLIDAY LN	WINTER SPGS, FL 32708-3202
643 BLENHEIM LOOP	WINTER SPGS, FL 32708-2729
627 BLENHEIM LOOP	WINTER SPGS, FL 32708-2729
DEP 3900 COMMONWEALTH BLVD	TALLAHASSEE, FL 32399-0001
119 BROOKSHIRE CT	WINTER SPGS, FL 32708-6304
112 STONE GABLE CIR	WINTER SPGS, FL 32708-3233
630 BLENHEIM LOOP	WINTER SPGS, FL 32708-2728
116 STONE GABLE CIR	WINTER SPGS, FL 32708-3233
120 STONE GABLE CIR	WINTER SPGS, FL 32708-3233

625 BLENHEIM LOOP
PO BOX 4090
633 BLENHEIM LOOP
152 STONE GABLE CIR
114 STONE GABLE CIR
639 BLENHEIM LOOP
400 E LAKE MARY BLVD
106 HOLIDAY LN
52 CORTLAND TRL
801 N MAIN ST
164 STONE GABLE CIR
640 BLENHEIM LOOP
156 STONE GABLE CIR
111 MOCKINGBIRD LN
110 HOLIDAY LN
845 E STATE ROAD 434
103 MOCKINGBIRD LN
839 E STATE ROAD 434
10 YAWL DR
122 BROOKSHIRE CT
PO BOX 4129
631 BLENHEIM LOOP
115 BROOKSHIRE CT
641 BLENHEIM LOOP
102 STONE GABLE CIR
115 STONE GABLE CIR
835 E STATE ROAD 434
113 MOCKINGBIRD LN
1126 E STATE ROAD 434
801 N MAIN ST
632 BLENHEIM LOOP
119 STONE GABLE CIR
PO BOX 4129
674 BLENHEIM LOOP
38 GLAZIER ST
147 TENNIS CT
161 STONE GABLE CIR
163 STONE GABLE CIR
117 BROOKSHIRE CT
637 BLENHEIM LOOP
651 BLENHEIM LOOP
162 STONE GABLE CIR
647 BLENHEIM LOOP
114 BROOKSHIRE CT
1126 E STATE ROAD 434
20 LIDO RD
672 BLENHEIM LOOP

WINTER SPGS, FL 32708-2729
SCOTTSDALE, AZ 85261-4090
WINTER SPGS, FL 32708-2729
WINTER SPGS, FL 32708-3235
WINTER SPGS, FL 32708-3233
WINTER SPGS, FL 32708-2729
SANFORD, FL 32773-7125
WINTER SPGS, FL 32708-3202
MAHWAH, NJ 07430-3276
KISSIMMEE, FL 34744-4565
WINTER SPGS, FL 32708-3235
WINTER SPGS, FL 32708-2728
WINTER SPGS, FL 32708-3235
WINTER SPGS, FL 32708-3209
WINTER SPGS, FL 32708-3202
WINTER SPGS, FL 32708-2710
WINTER SPGS, FL 32708-3209
WINTER SPGS, FL 32708-2710
COCOA BEACH, FL 32931-2625
WINTER SPGS, FL 32708-6302
WINTER PARK, FL 32793-4129
WINTER SPGS, FL 32708-2729
WINTER SPGS, FL 32708-6304
WINTER SPGS, FL 32708-2729
WINTER SPGS, FL 32708-3233
WINTER SPGS, FL 32708-3234
WINTER SPGS, FL 32708-2710
WINTER SPGS, FL 32708-3209
WINTER SPGS, FL 32708-2715
KISSIMMEE, FL 34744-4565
WINTER SPGS, FL 32708-2728
WINTER SPGS, FL 32708-3234
WINTER PARK, FL 32793-4129
WINTER SPGS, FL 32708-2728
BOYLSTON, MA 01505-1941
WINTER SPGS, FL 32708-3200
WINTER SPGS, FL 32708-3234
WINTER SPGS, FL 32708-3234
WINTER SPGS, FL 32708-6304
WINTER SPGS, FL 32708-2729
WINTER SPGS, FL 32708-2729
WINTER SPGS, FL 32708-3235
WINTER SPGS, FL 32708-2729
WINTER SPGS, FL 32708-6302
WINTER SPGS, FL 32708-2715
WINTER SPGS, FL 32708-3229
WINTER SPGS, FL 32708-2728

3112 W LAKE MARY BLVD
123 STONE GABLE CIR
151 STONE GABLE CIR
117 STONE GABLE CIR
STE D8
160 STONE GABLE CIR
107 HOLIDAY LN
682 BLENHEIM LOOP
825 E STATE ROAD 434
655 BLENHEIM LOOP
214 MOCKINGBIRD LN
108 HOLIDAY LN
678 BLENHEIM LOOP
125 STONE GABLE CIR
3112 W LAKE MARY BLVD
653 BLENHEIM LOOP
153 STONE GABLE CIR
2361 SIERRA LN
110 STONE GABLE CIR
645 BLENHEIM LOOP

LAKE MARY, FL 32746-6024
WINTER SPGS, FL 32708-3234
WINTER SPGS, FL 32708-3234
WINTER SPGS, FL 32708-3234
ORLANDO, FL 32811-7181
WINTER SPGS, FL 32708-3235
WINTER SPGS, FL 32708-3201
WINTER SPGS, FL 32708-2728
WINTER SPGS, FL 32708-2710
WINTER SPGS, FL 32708-2729
WINTER SPGS, FL 32708-3212
WINTER SPGS, FL 32708-3202
WINTER SPGS, FL 32708-2728
WINTER SPGS, FL 32708-3234
LAKE MARY, FL 32746-6024
WINTER SPGS, FL 32708-2729
WINTER SPGS, FL 32708-3234
MAITLAND, FL 32751-5229
WINTER SPGS, FL 32708-3233
WINTER SPGS, FL 32708-2729

Parcel Information

Parcel #

26-20-30-5AR-0D00-0080

Owners

KS REALTY LP

Property Address

851 E SR 434 WINTER SPRINGS FL 32708

Mailing

47 E ROBINSON ST
230
ORLANDO, FL 32801-4372

Request Mailing Address Change

Subdivision

D R MITCHELLS SURVEY OF THE LEVY GRANT

Tax District

W1-WINTER SPRINGS

DOR Use Code

1601-RETAIL CENTER-UNANCHORED

Exemptions

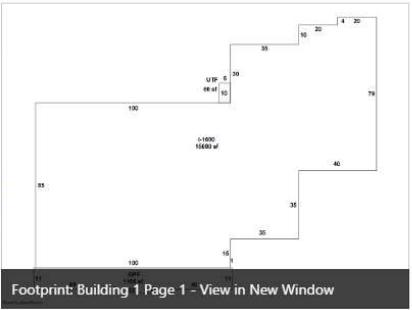
None - Apply For Homestead Online

AG Classification

No - Additional Information

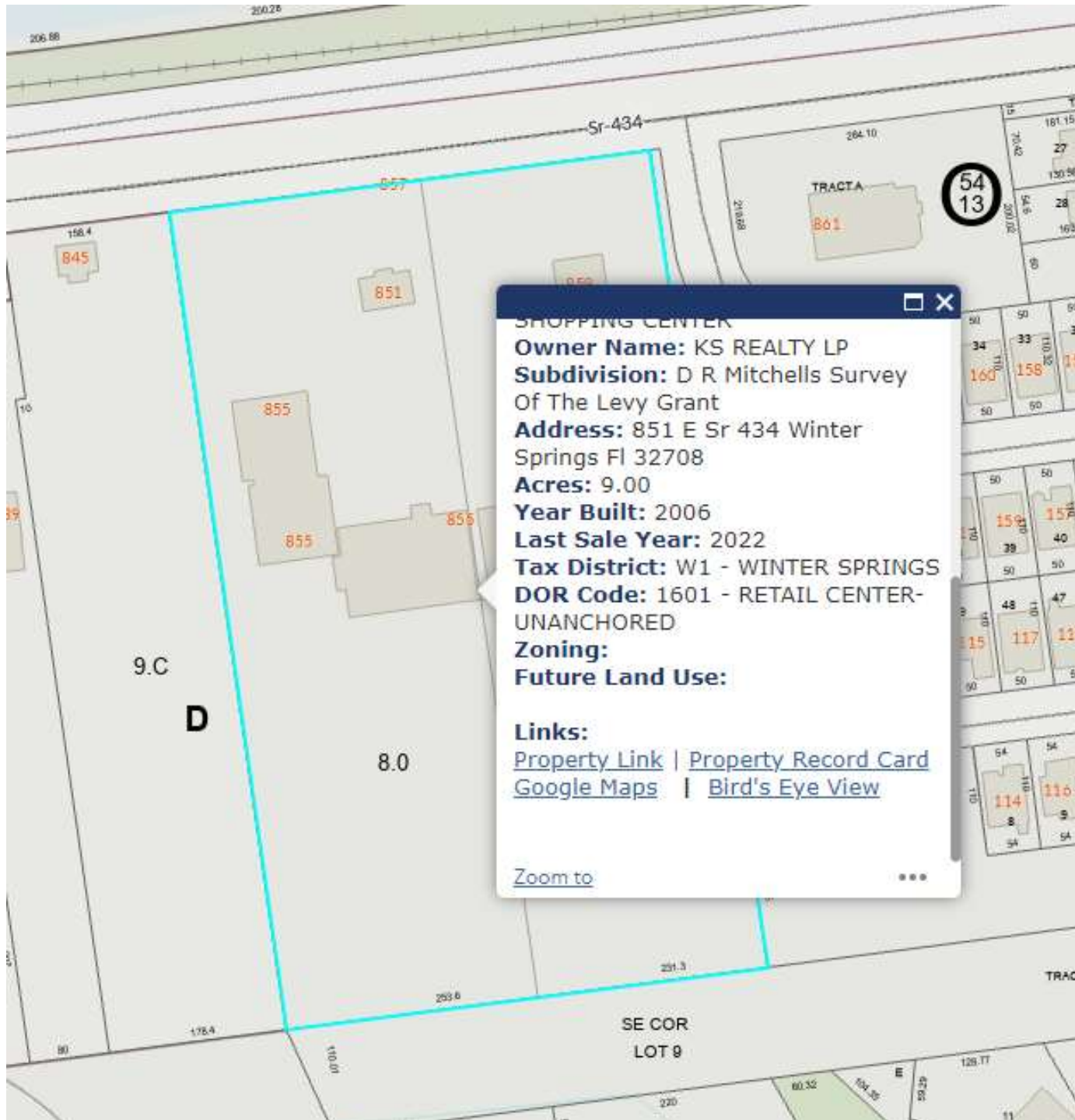
Worried about property fraud?

Sign-up for Fraud Detection and Notification



Land					
Frontage	Depth	Units	Units Price	Land Value	Method
		320784	\$4.63	\$1,485,230	SQUARE FEET
		0.07	\$111.28	\$8	ACREAGE

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
SQUARE FEET			320784	\$4.63	\$1,485,230
ACREAGE			0.07	\$111.28	\$8



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

FOR RECORDING DEPARTMENT USE ONLY

SEVENTH MODIFICATION TO BINDING DEVELOPMENT AGREEMENT

THIS SEVENTH MODIFICATION TO BINDING DEVELOPMENT AGREEMENT (“Seventh Modification”) made and executed this ____ day of _____, 2023, by and between the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation (“City”) whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **K.S. REALTY OF FLORIDA, L.P.**, a New York Limited Partnership (“Owner”), whose principal address is 4455 Douglas Avenue, Bronx, New York 10471.

WITNESSETH:

WHEREAS, McGaba, LLC (“McGaba”) and the City entered into a Binding Development Agreement dated April 10, 2003, and recorded in Official Records Book 4839, Page 1896, of Seminole County, Florida (the “Agreement”) regarding the development of a Shopping Center located at 855 E. State Road 434 in Winter Springs; and

WHEREAS, a First Modification to Binding Development Agreement, dated February 26, 2004, was recorded in Official Records Book 05230, Page 1123-1125, of Seminole County, Florida (“First Modification”); and

WHEREAS, a Second Modification to Binding Development Agreement, dated July 1, 2004, was recorded in Official Records Book 06153, Page 59-62, of Seminole County, Florida (“Second Modification”); and

WHEREAS, a Third Modification to Binding Development Agreement, dated September 25, 2006, was recorded in Official Records Book 6437, Page 1204-1207, of Seminole County, Florida (“Third Modification”); and

WHEREAS, a Fourth Modification to Binding Development Agreement, dated November 14, 2007, was recorded in Official Records Book 6871, Page 285-288, of Seminole County, Florida (“Fourth Modification”); and

WHEREAS, a Fifth Modification to Binding Development Agreement, dated November 13, 2007, was recorded in Official Records Book 6871, Page 281-284, of Seminole County, Florida (“Fifth Modification”); and

WHEREAS, a Sixth Modification to Binding Development Agreement, dated January 14, 2008, was recorded in Official Records Book 6916, Page 1332-1337, of Seminole County, Florida (“Sixth Modification”); and

WHEREAS, Owner is the owner of approximately 8.97 acres, more or less, of real property located at 853 East State Road 434, Winter Springs, Florida 32708, generally located south of State Road 434 and west of Stone Gable Circle in Winter Springs, Seminole County, Florida, more particularly depicted and legally described in **Exhibit “A,”** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, pursuant to Section 20-234(1) of the City of Winter Springs Code of Ordinances (“City Code”), “amusement and recreational parks and centers (including golf driving ranges, miniature golf courses, billiard halls, children's play centers, bowling alleys, and similar uses),” require a conditional use permit in the C-1 (Neighborhood Commercial) zoning district; and

WHEREAS, John Pyle and Sasha Pyle (the “Applicant”), has applied for a conditional use permit, seeking to add amusement at the Property by incorporating amusement arcade elements; and

WHEREAS, the Applicant intends to enter into a lease agreement with the Owner to provide indoor amusement at the Property; and

WHEREAS, pursuant to Chapter 20 Zoning, Article II, Division 1, Section 20-29.1 of the City Code, a community workshop for the Project was held on December 01, 2023; and

WHEREAS, Section 20-29(c) of the City Code requires that all conditional uses shall be binding upon the use of the subject property and, further, that as a condition of approval by the City Commission, all development projects requiring a community workshop pursuant to Section 20-29(c) of the City Code shall be required to be memorialized in a binding Development Agreement; and

WHEREAS, the parties desire to further modify the Agreement to allow for the conditional use of arcade amusement as provided herein; and

WHEREAS, the parties acknowledge and agree that all the other terms and conditions of the Agreement, First Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification, and Sixth Modification not expressly modified by this Seventh Modification shall remain in full force and effect; 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.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

3.0 The Property. The real property subject to this Agreement has a tax parcel identification number of 26-20-30-5AR-0D00-0080, and is legally described in **Exhibit “A.”**

4.0 Project Description and Requirements. Owner may, at its expense, design, permit, renovate, and construct, an indoor amusement arcade on the Property not to exceed 6,215 square feet. Hereinafter the project description and requirements are referred to as the “Project.”

The Owner shall construct the Project in a manner substantially consistent with the approved Conceptual Sketch attached hereto as Exhibit “B”, which is fully incorporated herein by this reference. The Conceptual Sketch is intended to be the general blueprint which details key aspects of the future development of the conditional arcade amusement use on the Property. The Conceptual Sketch shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project.

4.1 Conditions. Specific conditions of approval for the conditional use include the following, which are also addressed in the City’s staff report:

1. The conditional use approval shall be limited to an arcade amusement and does not extend to other types of amusements such as golf driving ranges, miniature golf courses, billiard halls, children's play centers, or bowling alleys, absent a new conditional use permit being approved.
2. Substantial conformance to the Conceptual Floor Plan attached hereto as Exhibit B.
3. Signage shall conform to Chapter 16, Article III of City Code except to the extent signage requirements have been established in the Agreement or subsequent Modifications to the Agreement.
4. The operators of the conditional use shall create and implement a security plan to ensure safety on site.
5. The conditional use for an arcade amusement shall be restricted solely to one commercial suite of the subject property, which shall not exceed 6,215 square feet in size. Any further expansion shall require additional approval of a conditional use.
6. No “slot machines or devices” shall be permitted in the arcade as defined in Sec.

10-115 of the City Code.

7. Daily hours of operation shall not extend beyond 12:00am midnight.

5.0 Future Permitting. In accordance with Section 20-36 of the City Code, the conditional use shall expire two (2) years after the Effective Date of this Agreement unless a Business Tax Receipt and building permit, if necessary, based upon and incorporating the conditional use is issued by the city within such two (2) years.

6.0 Representations of the Parties. The City and Owner 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 Owner, 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. Owner 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 Owner 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 Controlling Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any action in State court shall be in Seminole County, Florida. Venue for any action in Federal court shall be 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 and Exhibits. Except as otherwise provided herein, 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 Owner 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 Owner 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 Owner 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. Owner 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. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

20.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

21.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the Effective Date of this Agreement in accordance with the criteria of the City Code and the requirements of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit,

condition, term or restriction shall not relieve Owner 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 Owner 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. In addition to termination as provided in Section 22.0 above, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Owner/Applicant fails to receive a business tax receipt and, if necessary, building permits for the Project within two (2) years of the Effective Date of this Agreement. The Owner 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 Owner 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 22.0 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.

24.0 Indemnification and Hold Harmless. Owner shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Owner 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 Owner and Owner'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. Owner 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:

Phil Hursh, Interim City Manager
City of Winter Springs
1126 East S.R. 434
Winter Springs, Florida 32708

With additional notice to:

Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

For Owner:

K.S. Realty of Florida, L.P.
47 East Robinson Street, Suite 230
Orlando, FL 32801
Attn: Patricia Jackson, Property Manager
Phone: (321) 436-8650
Email: patti@pajmanagement.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.

27.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Owner 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. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Owner'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

CITY SEAL

By: _____
Kevin McCann, Mayor

Date: _____
ATTEST:

By: _____
Christian Gowan, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs,
Florida, only.

By: _____
Anthony A. Garganese, City Attorney

Signed, sealed and delivered in the
presence of the following witnesses:

K.S. REALTY OF FLORIDA, L.P.

Signature of Witness

Print name and title: _____

Date: _____

Print Name of Witness

Signature of Witness

Print Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by _____, the _____ of K.S. Realty of Florida, L.P., a Florida Limited Partnership, on behalf of the Partnership, who is personally known to me or produced _____ as identification.

OWNER IS HEREBY ADVISED THAT SHOULD OWNER 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.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT A

Property Legal Description

Parcel I:

That certain piece, parcel and tract of land located in Seminole County, Florida, described as follows:

The West 231.30 feet of Lot 8, Block D, DR. Mitchell's Survey of Levy Grant, as recorded in Plat Book 1, Page 5, Public Records of Seminole County, Florida, lying South of State Road 419 (Oviedo Road); Less that part taken in that certain Order of Taking for road recorded in Official Records Book 2784, Page 1196, Public Records of Seminole County, Florida.

Together With:

The East 253.6 feet of Lot 9, (LESS the East 100 feet of the North 150 feet thereof), Block D Dr. Mitchell's Survey of the Levy Grant, according to the plat thereof as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, ALSO LESS the following property being more particularly described as follows:

Commence at the Northwest corner of Lot E, Chase and Company's Subdivision of Wagner, according to the Plat thereof as recorded in Plat Book 6, Page 64, of the Public Records of Seminole County, Florida; thence run South 06 degrees 55 minutes 04 seconds East along the West line of said Lot E, a distance of 1100.73 feet to a point on the baseline of survey of S.R. 434 according to F.D.O.T. Right of Way Map Section Number 77070- 2516; thence run North 83 degrees 50 minutes 23 seconds East along said baseline of survey a distance of 390.41 feet; thence departing said baseline of survey run South 07 degrees 01 minutes 30 seconds East a distance of 24.39 feet to a point on the Southerly right of way line of S.R. 434; thence run North 83 degrees 51 minutes 32 seconds East along said Southerly right of way line a distance of 168.42 feet to the West line of the East 253.6 feet of said Lot 9, Block D, for a POINT OF BEGINNING; thence continue North 83 degrees 51 minutes 32 seconds East along said Southerly right of way line a distance of 153.62 feet to the West line of the East 100 feet of the North 150 feet of said Lot 9, Block D; thence departing said Southerly right of way line run South 07 degrees 01 minutes 30 seconds East along said West line of the East 100 feet of the North 150 feet of Lot 9, Block D a distance of 84.03 feet; thence departing said West line run South 83 degrees 53 minutes 17 seconds West a distance of 153.62 feet to said West line of the East 253.6 feet of Lot 9, Block D; thence run North 07 degrees 01 minutes 30 seconds West along said West line of the East 253.6 feet a distance of 83.96 feet to the said Southerly right of way line S.R. 434 and the Point of Beginning.

Together with:

That part of the East 100 feet of the North 150 feet of Lot 9, Block D, "DR. Mitchell's Survey of the Levy Grant" according to the plat thereof as recorded in Plat Book 1, Page 5 of the Public Records of Seminole County, Florida, lying South of the Sanford Oviedo Road (State Road 434) and being more particularly described as follows:

Commence at the Northeast corner of said Lot 9, Block D; thence run South 07 degrees 01

minutes 30 seconds East, along the East line of said Lot 9, Block D for 84.09 feet to the Southerly right of way line of said State Road 434, as shown on Florida Department of Transportation Right of Way Map 77070-2516, and to the Point of Beginning; thence continue South 07 degrees 01 minutes 30 seconds East, along said East line of Lot 9, Block D for 65.93 feet; thence run South 83 degrees 51 minutes 32 seconds West for 100.01 feet; thence run North 07 degrees 01 minutes 30 seconds West for 65.00 feet to the aforementioned Southerly right of way line of State Road 434; thence run North 83 degrees 53 minutes 17 seconds East, along said right of way line, for 100.01 feet to the Point of Beginning.

ALSO LESS that portion thereof conveyed to the City of Winter Springs by Special Warranty Deed recorded November 19, 2003 in Official Records Book 5105, Page 849, Public Records of Seminole County, Florida more particularly described as follows:

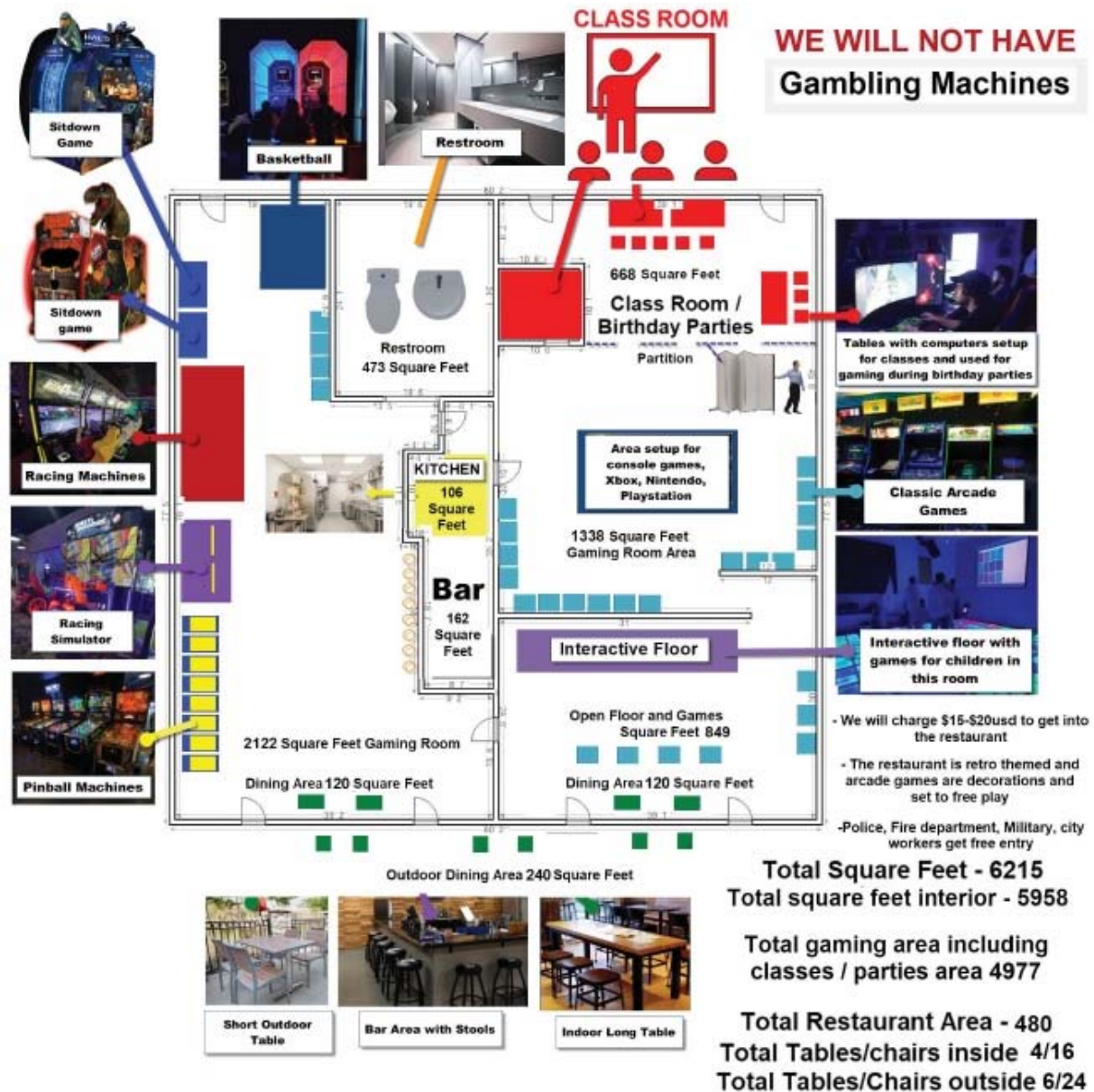
A portion of Lot 8, Block D, DR. Mitchell's survey of Levy Grant, recorded in Plat Book 1, Page 5 of the Public Records of Seminole County, Florida, more particularly described as follows: Commence at the intersection of the South right of way line of State Road No. 434 and the West line of Stone Gable, according to the plat thereof as recorded in Plat Book 54, Page 14, of the Public Records of Seminole County, Florida; thence South 07 degrees 00 minutes 49 seconds East along said West line 253.70 feet to the Point of Beginning; thence South 82 degrees 59 minutes 15 seconds West 30.00 feet; thence South 07 degrees 00 minutes 45 seconds East, 168.06 feet; thence South 14 degrees 04 minutes 28 seconds East, 49.94 feet; thence South 32 degrees 19 minutes 44 seconds East, 55.80 feet to a point on said West line of Stone Gable; thence North 07 degrees 00 minutes 49 seconds West along said West line, 268.06 feet to the Point of Beginning. Said lands lying in City of Winter Springs, Seminole County, Florida.

PARCEL II:

A non-exclusive easement to construct, install, repair, maintain and replace landscaping improvements, wall and other improvements as set forth granted and reserved in that Special Warranty Deed from McGaba, LLC., a Florida limited liability company to The City of Winter Springs, Florida recorded November 19, 2003 in Official Records Book 5105, Page 849, Public Records of Seminole County, Florida.

EXHIBIT B

Conceptual Floor Plan





PUBLIC HEARINGS AGENDA ITEM 402

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

Second Reading Ordinance 2023-14 authorizing the conveyance of a perpetual electric utilities easement to Duke Easement on a portion of City owned property legally described as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100.

SUMMARY

The City owns real property currently being utilized as a utilities spray field (See Property Card - "Subject Property"). Duke Energy intends to install a new 230kv Transmission line (Winter Springs to Sanford Poinsett) to connect their existing Winter Springs substation to an existing Florida Power and Light Transmission line that is adjacent to the Subject Property as part of completing a reliability enhancement project to upgrade the transmission system in the Winter Springs area and Seminole County region (See Map). To complete this reliability project, Duke Energy wishes to erect certain improvements within a portion of the Subject Property, and has requested a perpetual easement from the City over a portion of the Subject Property for purposes of installing said transmission line (See Exhibit A - Easement). Duke Energy has agreed to compensate the City \$1,237,000 for the Easement pursuant to the terms and conditions of the Dollar Binder (See Exhibit B - Dollar Binder). Due to the perpetual nature of the Easement and the fact that it is not limited to providing service to the Subject Property, Section 4.14 of the City Charter requires that the conveyance of the Easement be authorized by Ordinance. In conjunction with the Easement conveyance, the Parties will also enter into a Memorandum of Understanding establishing terms and conditions for the construction and access to the Subject Property to facilitate the transmission line project (See MOU).

Duke Energy representatives will be present at the meeting to entertain any questions regarding the project and request.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission approve adoption of Ordinance 2023-14 on Second Reading

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, PURSUANT TO SECTION 4.14 OF THE CITY OF WINTER SPRINGS CHARTER AUTHORIZING THE CONVEYANCE OF A PERPETUAL EASEMENT TO DUKE ENERGY FLORIDA, LLC. ON A CERTAIN PORTION OF REAL PROPERTY OWNED BY THE CITY OF WINTER SPRINGS WHICH IS GENERALLY DESCRIBED AS TAX PARCEL NUMBER: 26-20-30-5AR-0D00-1100 FOR PURPOSES OF CONSTRUCTING, OPERATING AND MAINTAINING OVERHEAD AND/OR UNDERGROUND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES, AND RELATED FACILITIES FOR PROVIDING ELECTRIC ENERGY SERVICES; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO FINALIZE AND EXECUTE ANY DOCUMENTS TO COMPLETE THE CONVEYANCE INCLUDING, BUT NOT LIMITED TO, THE DOCUMENTS APPROVED AND SET FORTH IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY, THE REPEAL OF PRIOR INCONSISTENT ORDINANCES, NON-CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law, and Section 4.14 of the City Charter authorizes the conveyance of City property by Ordinance; and

WHEREAS, the City is the fee simple owner of that certain property located in Winter Springs, Florida, currently being utilized as a utility spray field and described as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100 (the "Subject Property"); and

WHEREAS, Duke Energy wishes to erect certain improvements within a portion of the Subject Property as further indicated, and described on the Easement attached hereto as **Exhibit A** (the Easement Area); and

WHEREAS, Duke Energy intends to install a new 230kv Transmission line (Winter Springs to Sanford Poinsett) to connect their existing Winter Springs substation to an existing Florida Power and Light Transmission line that is adjacent to the Subject Property as part of completing a reliability enhancement project to upgrade the transmission system in the Winter Springs area and Seminole County region; and

WHEREAS, Duke Energy has requested an Easement from the City over a portion of the Subject Property for purposes of installing said transmission line and has agreed to compensate the City \$1,237,000 for the Easement pursuant to the terms and conditions of the Dollar Binder attached hereto as **Exhibit B** ("Dollar Binder"); and

WHEREAS, the proposed Easement is perpetual and not a service easement limited to providing service to the Subject Property, and therefore, the City Charter requires the easement to be conveyed by Ordinance; and

WHEREAS, Duke Energy and the City also desire to enter into that certain Memorandum of Understanding establishing construction and access terms and conditions related to the construction of the Duke Facilities within the Easement Area; and

WHEREAS, the City Commission hereby finds that the easement conveyance contemplated by this Ordinance serves a public purpose and is in the best interests of the citizens of Winter Springs and Seminole County; and

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

Section 1. Recitals. The foregoing recitals are hereby incorporated herein by this reference.

Section 2. Conveyance of Real Property. Pursuant to Section 4.14 of the City Charter, the City Commission of the City of Winter Springs hereby authorizes the City to convey the Easement attached hereto as **EXHIBIT "A"** to Duke Energy. **EXHIBIT "A"** is hereby deemed fully incorporated herein by this reference. Said conveyance shall be conditioned upon payment of \$1,237,000 to the City and execution of the Dollar Binder. In addition, the City and Duke Energy will enter into a Memorandum of Understanding establishing mutually acceptable terms and conditions for the construction and access of the Duke Facilities.

Section 3. Termination of Conveyance Authority. The conveyance authority granted pursuant to Section 2 of this Ordinance shall automatically terminate if the conveyance of the Easement does not occur within 180 days of the effective date of this Ordinance. If said termination occurs, this Ordinance shall be deemed null and void and no longer effective.

Section 4. Authority to Complete Conveyance. In conjunction with the conveyance authorized by Section 2 of this Ordinance, the Mayor, City Manager and City Attorney are authorized to finalize and execute whatever documents are necessary to complete the conveyance of the Easement including, but not limited to the Easement, Memorandum of Understanding and Dollar Binder.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Non-Codification. This Ordinance shall not be codified in the City Code.

Section 8. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the ____ day of January, 2024.

KEVIN McCANN, Mayor

ATTEST:

CHRISTIAN GOWAN, City Clerk

**Approved as to legal form and sufficiency for
the City of Winter Springs only:**

ANTHONY A. GARGANESE, City Attorney

Legal Advertisement:

First Reading: December 11, 2023

Second Reading:

Effective Date:

EXHIBIT A

EASEMENT

City of Winter Springs
Winter Springs -Sanford Poinsett
Thor #: Oracle #:
Site #: Land Unit:



Prepared By:
Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle, Suite C
Saint Petersburg, Florida 33716

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the undersigned **CITY OF WINTER SPRINGS, a Florida municipal corporation** (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY** (GRANTEE herein), Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, and related facilities for providing electric energy services all of which may be installed or constructed over, under, upon, across, through and within the following described lands in Seminole County, Florida, and referred to hereinafter as the Easement Area to wit:

See Exhibit "A item 130"& "Exhibit A item133" attached hereto, incorporated herein, and by this reference made a part hereof.

Tax Parcel Number: 26-20-30-5AR-0D00-1100

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures (including poles), wires and voltage, adjust the centerline within the Easement Area and to build, maintain and protect such roadways as may reasonably be required for these purposes ("Facilities").

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said Facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled, or upon falling, could fall within five (5) feet of any conductor or other facility included within said Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the GRANTOR by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to install gates a minimum of sixteen (16) feet in width if GRANTOR has installed a fence within or across the Easement Area, along with GRANTEE's lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition. GRANTEE shall construct a perimeter fence and associated gates around the Easement Area for purposes of securing the GRANTOR's existing reclaimed water spray field within the Easement Area in accordance with specifications approved by the GRANTOR. GRANTEE shall also repair any damage caused by GRANTEE and restore as nearly as practicable the surface of the land to its pre-existing condition following any installation, maintenance, repair, replacement or removal of the Facilities of GRANTEE'S located within the Easement Area.

RESERVING to the GRANTOR, however, all existing rights of title and possession, including but not limited to the following: (I) the reasonable right of ingress and egress to, upon, over and under the Easement Area, provided that such right of ingress and egress does not interfere with the safe and efficient construction, maintenance and operation of said Facilities; (II) the continued use, repair and maintenance of the existing reclaimed water spray field within the Easement Area including piping and irrigation heads that transmit and dispose of reclaimed water in accordance with applicable laws and permits and the Winter Springs Project – AC Induction Study – Irrigation System prepared for GRANTOR and GRANTEE by Burns & McDonnell Engineering Company, Inc., dated August 7, 2023 (Project No. 160337); (III) mineral interests, if any, with the

Return to: Duke Energy
Attn: Data and Document Management
3300 Exchange Place, NP4A
Lake Mary, FL 32746

right of exploration and extraction, provided such activities do not interfere with the maintenance and safe operation of the Facilities, nor inflict any damage or injury to the Facilities; (IV) general farming; and (V) construction, maintenance and travel over roads and streets across the Easement Area.

GRANTOR covenants and agrees that no trees, buildings, structures (other than spray field infrastructure), ponds, or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet unless prior written approval is granted by the Grantee.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations.

GRANTEE shall indemnify and hold GRANTOR harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of GRANTEE, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR covenants and agrees to obtain from GRANTEE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE this easement pursuant to Ordinance No. 2023-13 adopted by the City Commission of Winter Springs, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this _____ day of _____, 2023.

GRANTOR:

CITY OF WINTER SPRING

ATTEST:

Clerk

Kevin McCann, MAYOR

Print or Type Name

Print or Type Name

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor's mailing address:

Signature of First Witness

1126 E. State Road 434

Winter Springs, Florida 32708

Print or Type Name of First Witness

(SEAL)

Signature of Second Witness

Print or Type Name of Second Witness

State of Florida)
County of Seminole) ss

The foregoing Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Kevin McCann, Mayor of the City of Winter Springs, who are personally known to me or who have produced _____ as identification.

NOTARY SEAL

Notary Public

EXHIBIT B
DOLLAR BINDER

{insert Owner Name, Item #}
{insert project name}
Thor #: Oracle #:



DOLLAR BINDER

The undersigned hereby acknowledges receipt of the sum of \$ 1,237,000 n paid by **DUKE ENERGY FLORIDA, L.L.C., a Florida limited liability company d/b/a DUKE ENERGY** (hereinafter "DUKE ENERGY") for an Easement this _____ day of _____, 2023, over the following described land in Seminole County, Florida, to wit:

Being part of:

See attached exhibit A

Tax Parcel No.: 2620305AR0D001100

It is understood that no rights or privileges, other than entry for survey purposes, are to be exercised under the above-mentioned Easement until f payment of the above sum has been provided to the undersigned by DUKE ENERGY.

You are required by law to provide DUKE ENERGY with your correct taxpayer identification number. If you do not provide DUKE ENERGY with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

NAME: City of Winter Springs

ADDRESS: _____

TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____

ENTITY NAME (FOR TAXPAYER ID NUMBER): _____

Certification under penalties of perjury, I certify that: The number shown on this form is a correct taxpayer identification number (TIN) and I may be subject to civil or criminal penalties for failing to furnish the correct TIN (or I have applied for, and am waiting for a number to be issued to me).

BY: _____
Grantor's Signature

Receipt of the above-mentioned Easement is hereby acknowledged, subject to the foregoing understanding which is hereby agreed to by DUKE ENERGY, as of the above stated date.

DUKE ENERGY FLORIDA, L.L.C.
d/b/a DUKE ENERGY

BY: _____
Daniel Hendricks
Real Estate Representative

Memorandum of Understanding

This Memorandum of Understanding ("MOU") entered into this ____ day of _____, 2023, by and between DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY, ("Duke Energy") and the CITY OF WINTER SPRINGS, FLORIDA (the "City"), (hereinafter individually, a "Party," or collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the City is the fee simple owner of that certain property located in Winter Springs, Florida, currently being utilized as a utility spray field and defined as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100 (the "Subject Property"); and

WHEREAS, Duke Energy wishes to erect certain improvements within the Subject Property as further shown, indicated, and described on **Exhibit A** (the Easement Area); and

WHEREAS, the Parties have entered into this MOU for the purpose of establishing easement conditions for the installation of a new 230kv Transmission line (Winter Springs to Sanford Poinsett) to connect with an existing Florida Power and Light Transmission line that is adjacent to the Subject Property.

NOW, THEREFORE, for and in consideration of the benefits herein provided the Parties agree as follows:

1. Duke Energy shall be responsible for the following construction and access actions at the Property:
 - a. Duke Energy will install gates with interlocking locks at mutually agreeable location within the Subject Property in accordance with specifications approved by the City.
 - b. Duke Energy will construct a stabilization path using fifty-seven (57) stone.
 - c. Duke Energy will identify any underground facility conflicts located within the Easement Area, using either Ground Penetrating Radar or Sub-Surface Utility Engineering or both.
 - d. Duke Energy will take such steps as may be reasonably necessary to minimize damage to the Easement Area. Duke Energy will use matting on an as needed basis to minimize and/or prevent damage to existing improvements located Easement Area. In the event that damage occurs by Duke Energy's actions, Duke Energy will promptly repair or cause to be repaired to the City's satisfaction any physical damage to the surface area of the Easement Area, existing improvements, and Easement Area resulting from the exercise of the rights granted herein to Duke Energy.
 - e. Duke Energy will construct access around wetland areas, which will be located in a mutually agreeable location. Upon completion of the construction of the access path, the City and Duke Energy covenant to jointly prepare and execute an acceptable and recordable access agreement.
 - f. As-built drawings will be provided at the completion of construction
 - g. Ground penetrating Radar (GPR) and/or soft digs will be performed at each pole location to avoid contact with underground utilities.

2. Duke Energy agrees to indemnify and hold harmless the City and its employees and officials from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from Duke Energy's and its contractors use of the Easement Area including, but not limited to, the construction, location, repair, replacement, and maintenance of any improvements installed within the Easement Area, except in any situation where such injury, loss or damage as shall have been caused by the negligent or intentional act of the City and its employees and officials
3. This MOU constitutes the entire agreement between the parties with respect to the actions completed herein, and, except as set forth herein, it supersedes all prior understandings or agreements between the parties related to this Agreement. The provisions of Section 1 of the Memorandum of Understanding shall remain in full force and effect.
4. This MOU shall be binding on the parties hereto and their representative, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.
5. This MOU shall be governed by and construed in accordance with the laws of Florida. Venue for any legal proceeding related to this MOU shall be Seminole County, Florida. This MOU may be executed in multiple counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE(S) TO FOLLOW, REMAINDER OF PAGE LEFT BLANK
INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this MOU by their respective authorized signors as of the day and year first written above.

Duke Energy:

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY

By: _____

Title: Manager Land Services Florida

Printed Name: Karen Adams

Date: _____

The City:

CITY OF WINTER SPRINGS, FLORIDA

By: _____

Title: _____

Printed Name: _____

Date: _____

Attest:

Signature: _____

Title: _____

Printed Name: _____

Approved as to correctness and form:

City Attorney

EXHIBIT "A"
ITEM 130.1

THIS IS NOT A SURVEY

Legal Description:

Parcel #26-20-30-5AR-0D00-1100

PARCEL "A"

A portion of a parcel recorded in Official Records Book 2178, Page 441, public records of Seminole County, Florida, lying in the Moses E. Levy Grant, being described as follows:

Begin at the northwest corner of Lot 5, Enclave at Dunmar, as per the plat thereof recorded in Plat Book 81, Page 77, public records of Seminole County, Florida; thence North 04°03'51" East, along the west line of the parcel recorded in Official Records Book 2178, Page 441, public records of Seminole County, Florida, a distance of 106.40 feet; thence South 65°57'51" East, a distance of 360.26 feet to the west line of Tract "A", of said Enclave at Dunmar; thence South 26°04'45" West, along the west line of said Tract "A", a distance of 100.06 feet to the north line of the Florida Power Corporation easement recorded in Official Records Book 193, Page 289, public records of Seminole County, Florida; thence North 65°57'51" West, along said north easement line, a distance of 320.35 feet to the Point of Beginning.

Contains 0.78 acre (34,031 Square Feet)

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the north line of the Enclave at Dunmar as per Plat Book 81, Page 77, as being North 65°57'51" West.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Pickett and Associates, Inc. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description was prepared by Pickett and Associates, Inc. per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.051-.053, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.



Gregory A Prather
2023.07.25 07:37:26
-04'00'

Gregory A. Prather, P.S.M.
Pickett and Associates, Inc.

Florida Registration No. P.S.M. 5135
Florida Registration No. LB 364

DATE

130.1-SD05-WSFX-07192023.DWG



PICKETT
SURVEYING • ENGINEERING

475 SOUTH FIRST AVENUE
BARTOW, FLORIDA 33830
L.B. NUMBER 364
(863) 533-9095
www.pickettusa.com

CERTIFIED TO: DUKE ENERGY FLORIDA, LLO

DESCRIPTION SKETCH

CITY OF WINTER SPRINGS

WINTER SPRINGS — LOOP IN
SANFORD & POINSETT 230kV



**DUKE
ENERGY**

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS

3	07/06/23	ND
4	07/19/23	ND

VENDOR PROJECT No. 19344

VENDOR DRAWING No. SD 5655

DRAWN

CHECK

SCALE: N/A

BMW

ND

DATE: 10/15/20

WO: 27299673

SITE:

LU:

SHEET 1 OF

160

EXHIBIT "A"
ITEM 130.1

THIS IS NOT A SURVEY

LEGEND: ORB OFFICIAL RECORDS BOOK
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS
PB PLAT BOOK

MOSES E. LEVY GRANT
SEMINOLE COUNTY

ITEM 130.1

PARCEL

26-20-30-5AR-0D00-1100
CITY OF WINTER SPRINGS
(ORB 2178, PAGE 441)

WEST LINE OF
ORB 2178, PAGE 441

PARCEL "A"
DUKE ENERGY EASEMENT CONTAINS
0.78 ACRE (34,031 SQ FT)

WEST LINE OF
TRACT "A"

TRACT
"A"

ITEM 132
26-20-30-5AR-0A00-0000
ANDREW HYL TIN, TRUSTEE
(ORB 9272, PAGE 421)

POINT OF BEGINNING
PARCEL "A"
NORTHWEST CORNER OF
LOT 5, ENCLAVE AT DUNMAR
PB 81, PAGE 77

ITEM 133
26-20-30-5AR-0D00-110C
RICHARD E. ROY &
KATHLEEN J. ROY
(ORB 5418, PAGE 444)

ENCLAVE AT DUNMAR
(PB 81, PAGE 77)

N04°03'51"E
106.40'
100.0'
S65°57'51"E
360.26'
N65°57'51"W
320.35'
(BEARING BASIS)
FLORIDA POWER CORP.
EASEMENT
(ORB 193, PAGE 289)

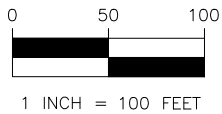
NORTH LINE OF
FLORIDA POWER
CORPORATION
EASEMENT

LOT 5

ITEM 132
02-21-30-5VB-0000-0050
ANDREW HYL TIN, TRUSTEE
(ORB 9272, PAGE 419)

LOT 6

ITEM 132
02-21-30-5VB-0000-0060
ANDREW HYL TIN, TRUSTEE
(O.R.B. 9321, PAGE 586)



130.1-SD05-WSFX-07192023.DWG



PICKETT®
SURVEYING • ENGINEERING

475 SOUTH FIRST AVENUE
BARTOW, FLORIDA 33830
L.B. NUMBER 364
(863) 533-9095
www.pickettusa.com

CERTIFIED TO: DUKE ENERGY FLORIDA, LLO

DESCRIPTION SKETCH

CITY OF WINTER SPRINGS

WINTER SPRINGS - LOOP IN
SANFORD & POINSETT 230kV



**DUKE
ENERGY®**

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS	3	07/06/23	ND
	4	07/19/23	ND

VENDOR PROJECT No.	19344
VENDOR DRAWING No.	SD 5655

DRAWN	CHECK	SCALE: 1"=100'
BMW	ND	DATE: 10/15/20

WO: 27299673	SHEET 2 OF 161
SITE: LU:	

**EXHIBIT "A" THIS IS NOT A SURVEY
ITEM 130.1**

Legal Description:

Parcel #26-20-30-5AR-0D00-1100

PARCEL "B"

A portion of a parcel recorded in Official Records Book 2178, Page 441, public records of Seminole County, Florida, lying in the Moses E. Levy Grant, being described as follows:

Begin at the southeast corner of Tract "A", Enclave at Dunmar, as per the plat thereof recorded in Plat Book 81, Page 77, public records of Seminole County, Florida; thence North 10°47'33" West, along the east line of said Tract "A", a distance of 121.82 feet; thence South 65°57'51" East, a distance of 884.53 feet; thence North 03°35'16" East, a distance of 777.82 feet; thence North 10°52'59" East, a distance of 541.97 feet; thence North 08°43'33" West, a distance of 653.91 feet to the south line of the parcel recorded in Official Records Book 6842, Page 1507 public records of Seminole County, Florida; thence North 82°50'23" East, along said south line, a distance of 110.04 feet to the west line of the Florida Power and Light Company easement recorded in Official Records Book 148, Page 79, and Official Records Book 183, Page 132, public records of Seminole County, Florida; thence South 08°43'33" East, along said west line, a distance of 51.48 feet; thence North 81°16'27" East, a distance of 110.00 feet to the east line of the Florida Power and Light Company easement recorded in Official Records Book 148, Page 79, and Official Records Book 183, Page 132, public records of Seminole County, Florida; thence South 08°43'33" East, along said east line, a distance of 110.00 feet; thence South 81°16'27" West, a distance of 110.00 feet to said west line; thence South 08°43'33" East, along said west line, a distance of 478.64 feet; thence South 10°52'59" West, a distance of 582.67 feet; thence South 03°35'16" West, a distance of 915.46 feet to the north line of the Florida Power Corporation easement recorded in Official Records Book 193, Page 289, public records of Seminole County, Florida; thence North 65°57'51" West, along said north easement line, a distance of 958.96 feet to the Point of Beginning.

Contains 7.26 acres (316,342 Square Feet)

130.1-SD05-WSFX-07192023.DWG



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BARTOW, FLORIDA 33830
L.B. NUMBER 364
(863) 533-9095
www.pickettusa.com

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF WINTER SPRINGS

WINTER SPRINGS — LOOP IN
SANFORD & POINSETT 230kV



**DUKE
ENERGY®**

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS

3	07/06/23	ND
4	07/19/23	ND

VENDOR PROJECT No. 19344

VENDOR DRAWING No. SD 5655

DRAWN CHECK SCALE: N/A

BMW ND DATE: 10/15/20

WO: 27299673

SITE: LU:

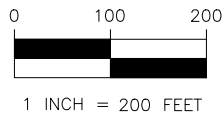
SHEET 3 OF

162

EXHIBIT "A"
ITEM 130.1

THIS IS NOT A SURVEY

LEGEND: ORB OFFICIAL RECORDS BOOK
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS
PB PLAT BOOK



ITEM 130.1
PARCEL
26-20-30-5AR-0D00-1100
CITY OF WINTER SPRINGS
(ORB 2178, PAGE 441)

MATCHLINE - SHEET 5

MOSES E. LEVY GRANT
SEMINOLE COUNTY

ITEM 132
26-20-30-5AR-0A00-0000
ANDREW HYLTI, TRUSTEE
(ORB 9272, PAGE 421)

ENCLAVE AT DUNMAR
(PB 81, PAGE 77)

N10°47'33"W
121.82'

POINT OF
BEGINNING
PARCEL "B"
SOUTHEAST CORNER
OF TRACT "A",
ENCLAVE AT DUNMAR
PB 81, PAGE 77

LOT 8

ITEM 132
02-21-30-5VB-0000-0080
ANDREW HYLTI, TRUSTEE
(ORB 9321, PAGE 586)

NORTH LINE OF
FLORIDA POWER CORPORATION
EASEMENT

ITEM 131
11-21-30-3AG-1180-0000
SUNA CONSTRUCTION GROUP, INC.
(ORB 10390, PAGE 269)

ITEM 130
11-21-30-3AG-126D-0000
NAUSHIK HOODA, ET AL
(ORB 9140, PAGE 616)

PARCEL "B"
DUKE ENERGY EASEMENT CONTAINS
6.98 ACRES (304,242 SQ FT)

100.0'
100.0'

S65°57'51"E **884.53'**
N65°57'51"W **958.96'**
(BEARING BASIS)

100.0'

777.82'

N03°35'16"E **915.46'**
S03°35'16"W

N10°53'59"E

S10°52'59"W

130.1-SD05-WSFX-07192023.DWG



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CERTIFIED TO: DUKE ENERGY FLORIDA, LLO

DESCRIPTION SKETCH

CITY OF WINTER SPRINGS

WINTER SPRINGS - LOOP IN
SANFORD & POINSETT 230kV



DUKE
ENERGY

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS

3	07/06/23	ND
4	07/19/23	ND

VENDOR PROJECT No.	19344
VENDOR DRAWING No.	SD 5655

DRAWN	CHECK	SCALE: 1"=200'
BMW	ND	DATE: 10/15/20

WO: 27299673

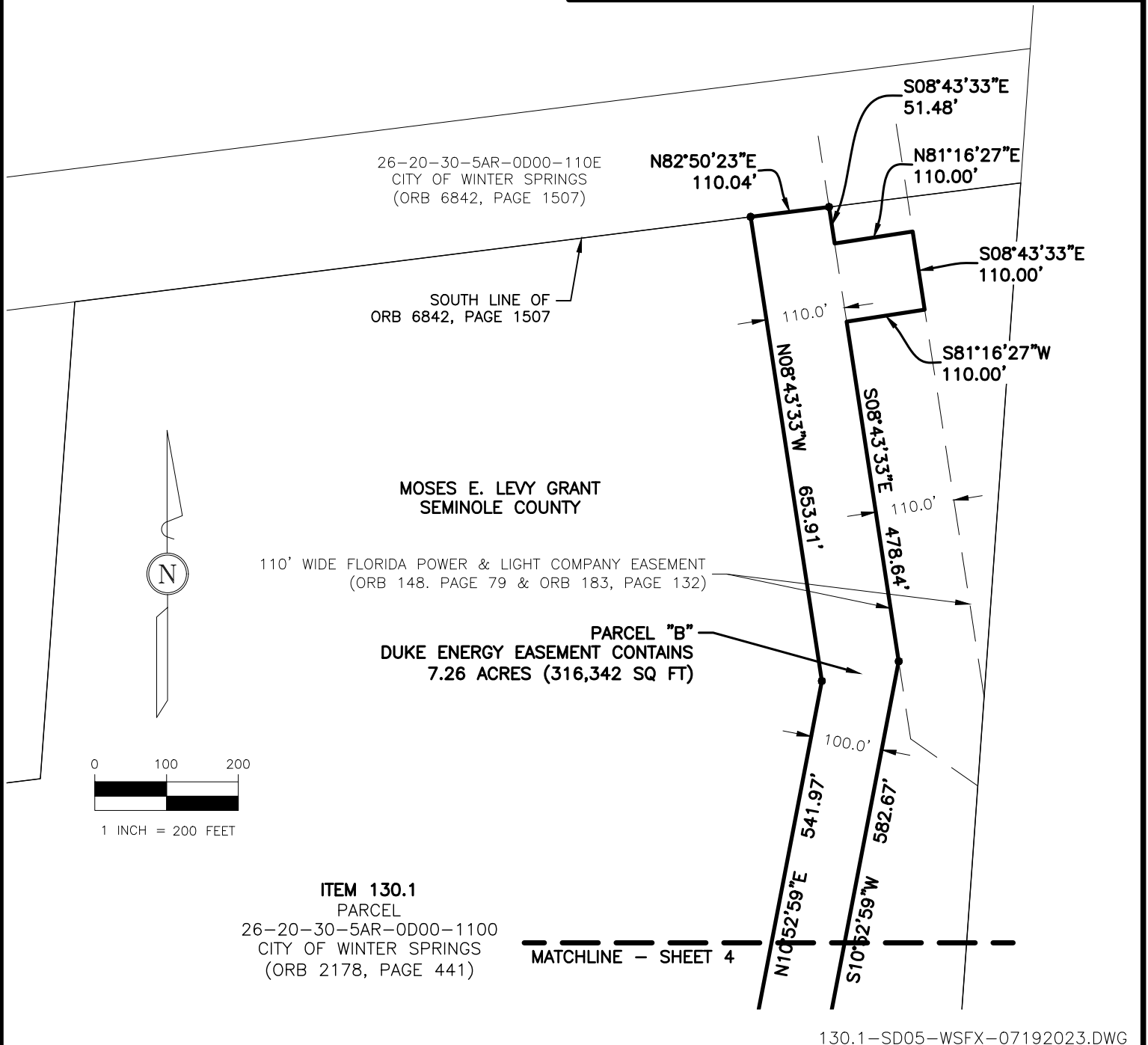
SITE: LU:

SHEET 4 OF

EXHIBIT "A"
ITEM 130.1

THIS IS NOT A SURVEY

LEGEND: ORB OFFICIAL RECORDS BOOK
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS
PB PLAT BOOK



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**DUKE
ENERGY®**

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS	3	07/06/23	ND
	4	07/19/23	ND
VENDOR PROJECT No.		19344	
VENDOR DRAWING No.		SD 5655	

DRAWN	CHECK	SCALE: 1"=200'
BMW	ND	DATE: 10/15/20

WO: 27299673	SHEET 5 OF 164
SITE: LU:	

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) entered into this ____ day of _____, 2023, by and between DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY, (“Duke Energy”) and the CITY OF WINTER SPRINGS, FLORIDA (the “City”), (hereinafter individually, a “Party,” or collectively referred to as the “Parties”).

W I T N E S S E T H

WHEREAS, the City is the fee simple owner of that certain property located in Winter Springs, Florida, currently being utilized as a utility spray field and defined as Seminole County Parcel ID: 26-20-30-5AR-0D00-1100 (the “Subject Property”); and

WHEREAS, Duke Energy wishes to erect certain improvements within the Subject Property as further shown, indicated, and described on **Exhibit A** (the Easement Area); and

WHEREAS, the Parties have entered into this MOU for the purpose of establishing easement conditions for the installation of a new 230kv Transmission line (Winter Springs to Sanford Poinsett) to connect with an existing Florida Power and Light Transmission line that is adjacent to the Subject Property.

NOW, THEREFORE, for and in consideration of the benefits herein provided the Parties agree as follows:

1. Duke Energy shall be responsible for the following construction and access actions at the Property:
 - a. Duke Energy will install gates with interlocking locks at mutually agreeable location within the Subject Property in accordance with specifications approved by the City.
 - b. Duke Energy will construct a stabilization path using fifty-seven (57) stone.
 - c. Duke Energy will identify any underground facility conflicts located within the Easement Area, using either Ground Penetrating Radar or Sub-Surface Utility Engineering or both.
 - d. Duke Energy will take such steps as may be reasonably necessary to minimize damage to the Easement Area. Duke Energy will use matting on an as needed basis to minimize and/or prevent damage to existing improvements located Easement Area. In the event that damage occurs by Duke Energy’s actions, Duke Energy will promptly repair or cause to be repaired to the City’s satisfaction any physical damage to the surface area of the Easement Area, existing improvements, and Easement Area resulting from the exercise of the rights granted herein to Duke Energy.
 - e. Duke Energy will construct access around wetland areas, which will be located in a mutually agreeable location. Upon completion of the construction of the access path, the City and Duke Energy covenant to jointly prepare and execute an acceptable and recordable access agreement.
 - f. As-built drawings will be provided at the completion of construction
 - g. Ground penetrating Radar (GPR) and/or soft digs will be performed at each pole location to avoid contact with underground utilities.

2. Duke Energy agrees to indemnify and hold harmless the City and its employees and officials from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from Duke Energy's and its contractors use of the Easement Area including, but not limited to, the construction, location, repair, replacement, and maintenance of any improvements installed within the Easement Area, except in any situation where such injury, loss or damage as shall have been caused by the negligent or intentional act of the City and its employees and officials
3. This MOU constitutes the entire agreement between the parties with respect to the actions completed herein, and, except as set forth herein, it supersedes all prior understandings or agreements between the parties related to this Agreement. The provisions of Section 1 of the Memorandum of Understanding shall remain in full force and effect.
4. This MOU shall be binding on the parties hereto and their representative, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.
5. This MOU shall be governed by and construed in accordance with the laws of Florida. Venue for any legal proceeding related to this MOU shall be Seminole County, Florida. This MOU may be executed in multiple counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE(S) TO FOLLOW, REMAINDER OF PAGE LEFT BLANK
INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this MOU by their respective authorized signors as of the day and year first written above.

Duke Energy:

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY

By: _____

Title: Manager Land Services Florida

Printed Name: Karen Adams

Date: _____

The City:

CITY OF WINTER SPRINGS, FLORIDA

By: _____

Title: _____

Printed Name: _____

Date: _____

Attest:

Signature: _____

Title: _____

Printed Name: _____

Approved as to correctness and form:

City Attorney



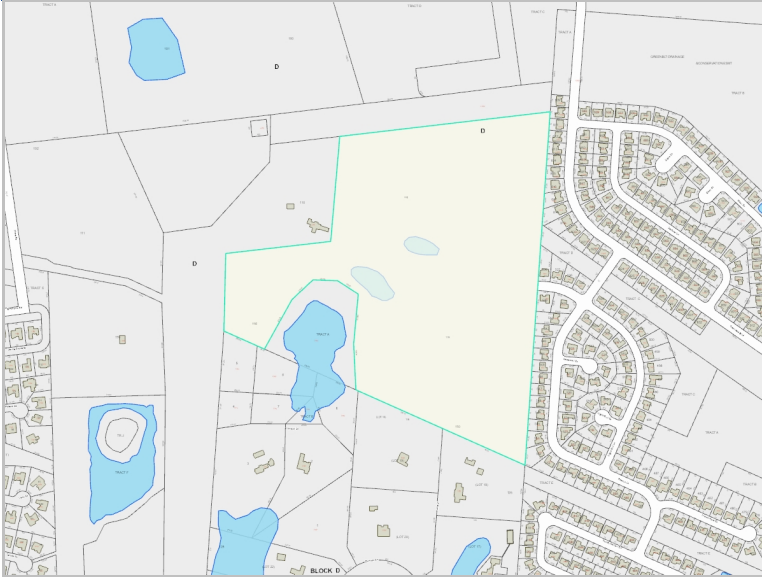
Property Record Card



Parcel 26-20-30-5AR-0D00-1100

Property Address WINTER SPRINGS, FL 32708

Parcel Location



Site View

Sorry, No Image
Available at this Time

Parcel Information

Parcel	26-20-30-5AR-0D00-1100
Owner(s)	WINTER SPRINGS CITY OF
Property Address	WINTER SPRINGS, FL 32708
Mailing	1126 E STATE ROAD 434 WINTER SPGS, FL 32708-2715
Subdivision Name	D R MITCHELLS SURVEY OF THE LEVY GRANT
Tax District	W1-WINTER SPRINGS
DOR Use Code	80-VACANT GOVERNMENT
Exemptions	80-CITY(2007)
AG Classification	No

Value Summary

	2024 Working Values	2023 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	0	0
Depreciated Bldg Value		
Depreciated EXFT Value		
Land Value (Market)	\$858,962	\$858,962
Land Value Ag		
Just/Market Value	\$858,962	\$858,962
Portability Adj		
Save Our Homes Adj	\$0	\$0
Amendment 1 Adj	\$0	\$0
P&G Adj	\$0	\$0
Assessed Value	\$858,962	\$858,962

2023 Certified Tax Summary

2023 Tax Amount without Exemptions \$13,406.08 **2023 Tax Savings with Exemptions** \$13,406.08
2023 Tax Bill Amount \$0.00

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

PT OF LOTS 110 & 118 DESC AS
 BEG 3740.29 FT N 4 DEG 57 MIN
 42 SEC E OF INT OF S LI LEVY GRANT
 & W LI GARDENA FARMS RUN N 4 DEG
 57 MIN 42 SEC E 2237.27 FT S 83
 DEG 44 MIN 2 SEC W 1327.88 FT
 S 5 DEG 1 MIN 36 SEC W 665.88 FT
 S 83 DEG 44 MIN 33 SEC W 666.11
 FT S 4 DEG 57 MIN 30 SEC W 472.57
 TO NLY R/W 100 FT FPC ESMT S 65
 DEG 4 MIN 35 SEC E ON NLY R/W
 2081.65 FT TO BEG (LESS BEG 3740.29

FT N 4 DEG 57 MIN 42 SEC E &
1154.35 FT N 65 DEG 4 MIN 35 SEC W
OF INT S LI LEVY GRANT & W LI
GARDENA FARMS RUN N 65 DEG 4 MIN
53 SEC W 606.99 FT N 26 DEG 58 MIN
24 SEC E 209.24 FT N 43 DEG 56 MIN
15 SEC E 234.52 FT S 84 DEG 46 MIN
45 SEC E 176.3 FT S 57 DEG 14 MIN
25 SEC E 155.67 FT S 5 DEG 20 MIN
39 SEC W 385.19 FT S 9 DEG 53 MIN
54 SEC E 129.28 FT TO BEG) BLK D
D R MITCHELLS SURVEY OF THE
LEVY GRANT
PB 1 PG 5

Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
SJWM(Saint Johns Water Management)	\$858,962	\$858,962	\$0
CITY WINTER SPRINGS	\$858,962	\$858,962	\$0
FIRE FUND	\$858,962	\$858,962	\$0
COUNTY GENERAL FUND	\$858,962	\$858,962	\$0
Schools	\$858,962	\$858,962	\$0

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
WARRANTY DEED	04/01/1990	02178	0441	\$1,500,000	No	Vacant
QUIT CLAIM DEED	03/01/1979	01217	0758	\$100	No	Improved

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
ACREAGE			55.98	\$30,680.00	\$858,733
ACREAGE			2.2	\$104.00	\$229

Building Information					
Permits					
Permit #	Description	Agency	Amount	CO Date	Permit Date

Extra Features				
Description	Year Built	Units	Value	New Cost

Zoning			
Zoning	Zoning Description	Future Land Use	Future Land Use Description
R-1A		Public / Semi-Public	Single Family-9000

Utility Information								
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
26.00	DUKE	CENTURY LINK	WINTER SPRINGS	CITY OF WINTER SPRINGS	NA	NA	NA	NA

Political Representation				
Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 5 - Rob Elliot	Dist 7 - Cory Mills	Dist 38 - DAVID SMITH	Dist 10 - Jason Brodeur	48

School Information		
Elementary School District	Middle School District	High School District
Layer	Indian Trails	Winter Springs

Published Daily
ORANGE County, 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 Dec 29, 2023.

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 30 day of December, 2023,
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

7557572

**NOTICE OF PUBLIC HEARING CITY OF WINTER
SPRINGS**

NOTICE IS HEREBY GIVEN THAT
THE CITY COMMISSION

PROPOSE TO CONSIDER THE
FOLLOWING:
ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY
COMMISSION OF THE CITY OF
WINTER SPRINGS, FLORIDA,
PURSUANT TO SECTION 4.14 OF
THE CITY OF WINTER SPRINGS
CHARTER AUTHORIZING THE
CONVEYANCE OF A PERPETUAL
EASEMENT TO DUKE ENERGY
FLORIDA, LLC. ON A CERTAIN
PORTION OF REAL PROPERTY
OWNED BY THE CITY OF
WINTER SPRINGS WHICH IS
GENERALLY DESCRIBED AS TAX
PARCEL NUMBER: 26-20-30-SAR-
OD00-1100 FOR PURPOSES OF
CONSTRUCTING, OPERATING AND
MAINTAINING OVERHEAD AND/
OR UNDERGROUND ELECTRIC
TRANSMISSION AND DISTRIBUTION
LINES, AND RELATED FACILITIES
FOR PROVIDING ELECTRIC
ENERGY SERVICES; AUTHORIZING
THE MAYOR, CITY MANAGER AND
CITY ATTORNEY TO FINALIZE
AND EXECUTE ANY DOCUMENTS
TO COMPLETE THE CONVEYANCE
INCLUDING, BUT NOT LIMITED TO,
THE DOCUMENTS APPROVED AND
SET FORTH IN THIS ORDINANCE;
PROVIDING FOR SEVERABILITY,
THE REPEAL OF PRIOR
INCONSISTENT ORDINANCES,
NON-CODIFICATION AND AN
EFFECTIVE DATE.

CITY COMMISSION SECOND
READING/ADOPTION
PUBLIC HEARING WILL BE HELD
ON MONDAY, JANUARY 8, 2024
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.

12/29/2023 7557572

7557572



REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

2024 Meeting & Holiday Calendar

SUMMARY

The Commission approved the 2024 Calendar for Meetings and Holidays at the November 16, 2023 meeting. Staff Staff is bringing this revised calendar forward to discuss the scheduling of the April 22, 2024 meeting and move the dates of the October 2024 regular meetings. The approval of this calendar does not limit the Commission's ability to schedule additional Special Meetings, Workshops, and holidays as outlined in the City Charter.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends the City Commission review and approve the revised 2024 Calendar of Meetings and Holidays.

January 2024

December '23							February '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2					1	2	3
3	4	5	6	7	8	9	4	5	6	7	8	9	10
10	11	12	13	14	15	16	11	12	13	14	15	16	17
17	18	19	20	21	22	23	18	19	20	21	22	23	24
24	25	26	27	28	29	30	25	26	27	28	29		
31													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 CITY HOLIDAY New Years	2	3	4 Planning and Zoning Board Local Planning Agency Regular Meeting - 5:30 PM	5	6
7	8 CITY COMMISSION 6:30 PM	9	10	11 Veterans Regular 5:30 PM	12	13
14	15 CITY HOLIDAY Martin Luther King, Jr. Day	16	17 Tuscawilla Lighting & Beautification District - 5:15 PM Oak Forest Regular Meeting 6:30 PM	18	19	20
21	22 CITY COMMISSION 6:30 PM	23 Code Enforcement Board 5:30 PM	24	25	26	27
28	29	30	31	1	2	3
4	5	Notes				

February 2024

January '24							March '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6						1	2
7	8	9	10	11	12	13	3	4	5	6	7	8	9
14	15	16	17	18	19	20	10	11	12	13	14	15	16
21	22	23	24	25	26	27	17	18	19	20	21	22	23
28	29	30	31				24	25	26	27	28	29	30
							31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1 Planning and Zoning Board Local Planning Agency Regular Meeting - 5:30 PM	2	3
4	5	6	7 Parks & Rec - 5:30PM Bike & Ped - 6:30 PM	8 Board of Trustees - 5:30 PM	9	10
11	12 CITY COMMISSION 6:30 PM	13	14	15	16	17
18	19	20	21	22	23	24
25	26 CITY COMMISSION 6:30 PM	27 Code Enforcement Board 5:30 PM	28	29	1	2
3	4	Notes				

March 2024

February '24							April '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3		1	2	3	4	5	6
4	5	6	7	8	9	10	7	8	9	10	11	12	13
11	12	13	14	15	16	17	14	15	16	17	18	19	20
18	19	20	21	22	23	24	21	22	23	24	25	26	27
25	26	27	28	29			28	29	30				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	1	2
3	4	5	6	7 Planning And Zoning Board/ Local Planning Agency Regular Meeting - 5:30 pm	8	9
10	11 CITY COMMISSION 6:30 PM	12	13	14	15	16
17	18	19	20	21	22	23
24	25 CITY COMMISSION 6:30 PM	26 Code Enforcement Board 5:30 PM	27	28	29 CITY HOLIDAY Spring Holiday	30
31	1	Notes				

April 2024

March '24							May '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1 2				1 2 3 4			
3	4	5	6	7	8	9	5	6	7	8	9	10	11
10	11	12	13	14	15	16	12	13	14	15	16	17	18
17	18	19	20	21	22	23	19	20	21	22	23	24	25
24	25	26	27	28	29	30	26	27	28	29	30	31	
31													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2	3	4 Planning And Zoning Board/ Local Planning Agency Regular Meeting - 5:30 pm	5	6
7	8 CITY COMMISSION 6:30 PM	9	10	11 Veteran's Regular 5:30 PM	12	13
14	15	16	17 Tuscawilla Lighting & Beautification District - 5:15 PM Oak Forest Regular 6:30 PM	18	19	20
21	22 CITY COMMISSION 6:30 PM	23 Code Enforcement Board 5:30 PM	24	25	26	27
28	29	30	1	2	3	4
5	6	Notes				

May 2024

April '24							June '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6							1
7	8	9	10	11	12	13	2	3	4	5	6	7	8
14	15	16	17	18	19	20	9	10	11	12	13	14	15
21	22	23	24	25	26	27	16	17	18	19	20	21	22
28	29	30					23	24	25	26	27	28	29
							30						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1 Parks & Rec - 5:30 PM Bike & Ped - 6:30 PM	2 Planning and Zoning Board/ Local Planning Agency Regular Meeting - 5:30 pm	3	4
5	6 CITY COMMISSION* 6:30 PM	7	8	9 Board of Trustees - 5:30 PM	10	11
12	13	14	15	16	17	18
19	20 CITY COMMISSION* 6:30 PM	21	22	23	24	25
26	27 CITY HOLIDAY Memorial Day	28 Code Enforcement Board 5:30 PM	29	30	31	1
2	3	Notes				

June 2024

May '24							July '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	4					1	2
5	6	7	8	9	10	11		7	8	9	10	11	12
12	13	14	15	16	17	18		14	15	16	17	18	19
19	20	21	22	23	24	25		21	22	23	24	25	26
26	27	28	29	30	31			28	29	30	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3 CITY COMMISSION DIVERSITY WORKSHOP 6:30 PM	4	5	6 Planning and Zoning Board/ Local Planning Agency Regular Meeting - 5:30 pm	7	8
9	10 CITY COMMISSION 6:30 PM	11	12	13	14	15
16	17	18	19 CITY HOLIDAY Juneteenth	20	21	22
23	24 CITY COMMISSION 6:30 PM	25 Code Enforcement Board 5:30 PM	26	27	28	29
30	1	Notes				

July 2024

June '24							August '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1				1	2	3	
2	3	4	5	6	7	8	4	5	6	7	8	9	10
9	10	11	12	13	14	15	11	12	13	14	15	16	17
16	17	18	19	20	21	22	18	19	20	21	22	23	24
23	24	25	26	27	28	29	25	26	27	28	29	30	31
30													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3 Planning and Zoning Board/ Local Planning Agency* Regular Meeting - 5:30 pm	4 CITY HOLIDAY Independence Day		5
7	8 City Commission Budget Workshop - 4:30 PM CITY COMMISSION 6:30 PM	9	10	11 Veterans Regular 5:30 PM	12	13
14	15	16	17 Tuscawilla Lighting & Beautification District - 5:15 PM Oak Forest Regular 6:30 PM	18	19	20
21	22	23 Code Enforcement Board 5:30 PM	24	25	26	27
28	29	30	31	1	2	3
4	5	Notes				

August 2024

July '24							September '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6		1	2	3	4	5	6
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30	31				29	30					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1 Planning and Zoning Board/ Local Planning Agency Regular Meeting - 5:30 pm	2	3
4	5	6	7 Parks & Rec - 5:30 PM Bike & Ped - 6:30 PM	8 Board of Trustees - 5:30 PM	9	10
11	12 CITY COMMISSION 6:30 PM	13	14	15	16	17
18	19	20	21	22	23	24
25	26 CITY COMMISSION 6:30 PM	27 Code Enforcement Board 5:30 PM	28	29	30	31
1	2	Notes				

September 2024

August '24							October '24							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3				1	2	3	4	5
4	5	6	7	8	9	10	6	7	8	9	10	11	12	
11	12	13	14	15	16	17	13	14	15	16	17	18	19	
18	19	20	21	22	23	24	20	21	22	23	24	25	26	
25	26	27	28	29	30	31	27	28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 CITY HOLIDAY <i>Labor Day</i>	3	4	5 Planning and Zoning Board/ Local Planning Agency Regular Meeting - 5:30 pm	6	7
8	9 CITY COMMISSION 6:30 PM	10	11	12	13	14
15	16	17	18	19	20	21
22	23 CITY COMMISSION 6:30 PM	24 Code Enforcement Board 5:30 PM	25	26	27	28
29	30	1	2	3	4	5
6	7	Notes				

October 2024

September '24							November '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7						1	2
8	9	10	11	12	13	14	3	4	5	6	7	8	9
15	16	17	18	19	20	21	10	11	12	13	14	15	16
22	23	24	25	26	27	28	17	18	19	20	21	22	23
29	30						24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3 Planning and Zonning Bord/ Local Planning Agency Regular Meeting - 5:30 pm	4	5
6	7	8	9	10 Veterans Regular - 5:30 PM	11	12
13	14 CITY COMMISSION 6:30 PM	15	16 Tuscawilla Lighting & Beautification District - 5:15 PM Oak Forest Regular - 6:30 PM	17	18	19
20	21	22 Code Enforcement Board 5:30 PM	23	24	25	26
27	28 CITY COMMISSION 6:30 PM	29	30	31	1	2
3	4	Notes				

November 2024

October '24							December '24						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14
13	14	15	16	17	18	19	15	16	17	18	19	20	21
20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30	31			29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6 Parks & Rec - 5:30 PM Bike & Ped - 6:30 PM	7 Planning and Zonning Bord/ Local Planning Agency Regular Meeting - 5:30 pm	8	9
10	11 CITY HOLIDAY Veterans Day	12	13	14 Board of Trustees - 5:30 PM	15	16
17	18 CITY COMMISSION 6:30 PM	19	20	21	22	23
24	25	26 Code Enforcement Board 5:30 PM	27	28 CITY HOLIDAY Thanksgiving Holiday	29	30
1	2	Notes				

December 2024

November '24							January '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2			1	2	3	4	
3	4	5	6	7	8	9	5	6	7	8	9	10	11
10	11	12	13	14	15	16	12	13	14	15	16	17	18
17	18	19	20	21	22	23	19	20	21	22	23	24	25
24	25	26	27	28	29	30	26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5 Planning and Zonning Bord/ Local Planning Agency Regular Meeting - 5:30 pm	6	7
8	9 CITY COMMISSION 6:30 PM	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24 CITY HOLIDAY Christmas Holiday	25	26	27	28
29	30	31 City Holiday New Years	1	2	3	4
5	6	Notes				



REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

Discussion on City Manager Search/Selection Process

SUMMARY

Timeline of City Manager Search/Selection Process

- February 27, 2023: The Commission accepted the retirement of City Manager Shawn Boyle and appointed Phil Hursh to serve as the Interim City Manager. Commission further directed Staff to bring back an item related to the procurement of a City Manager and options for a national search.
- May 22, 2023: The City Commission approved \$66,000 for third party recruitment, interviews, and background checks and authorized the Interim City Manager and City Attorney to prepare and execute any contracts consistent with the agenda item.
- June 5, 2023: Letter of Engagement executed between the City of Winter Springs and Korn Ferry to conduct the search for the next City Manager. (Attached)
- August 14, 2023: Discussion on City Manager selection process, Commission agreed applications should be open until September 29, 2023.
- September 11, 2023: City Commission reviewed a draft interview matrix provided by Korn Ferry and amended the list to a final product of 19 questions.
- September 25, 2023: City Commission adopted the interview questions and further agreed that candidates would be invited to one of two scheduled Workshop meetings. Furthermore, the Commission agreed to schedule a Special Meeting for October 30, 2023 to discuss candidates and next steps.
- September 29, 2023: Application Deadline for City Manager candidates.
- October 17, 2023: City Manager Candidate Interviews held via Zoom.
- October 21, 2023: City Manager Candidate Interviews held via Zoom.
- October 30, 2023: Upon review of tallied scores, the Commission voted 4-1 to approve the top two candidates, Mr. Dale Dougherty and Mr. Christopher Miller, to be brought down for in-person interviews.
- October 31, 2023: Dale Dougherty removes his name from consideration.
- November 16, 2023: City Commission agreed to draft itinerary provided by Korn Ferry for in-person interview.
- November 20, 2023: In-person meetings with Mr. Christopher Miller.
- December 11, 2023: The Commission voted 3-2 on the motion to hire Christopher Miller as City Manager, falling short of the four (4) votes required by the City Charter.

This agenda item is an opportunity to further discuss the search and selection process and provide direction to City Staff.

FUNDING SOURCE

RECOMMENDATION

Staff requests the Commission provide direction on the City Manager Search and Selection Process

Christian Gowan

From: phursh@winterspringsfl.org
Sent: Wednesday, May 24, 2023 5:10 PM
To: cresnick@winterspringsfl.org
Subject: Fwd: recruiting firms?

Commissioner:

Please see below the list of recruiters that have been contacted more than once. Casey noted on Monday evening that a couple are supposed to provide us proposals in the next couple weeks.

Donna is working on the summary of Veolia invoices.



Philip Hursh, PE

Interim City Manager

P: (407) 327-7591 **F:** (407) 327-5984

A: 400 Old Sanford Oviedo Road
Winter Springs, Florida 32708



Begin forwarded message:

From: Casey Howard <choward@winterspringsfl.org>
Date: May 24, 2023 at 5:04:57 PM EDT
To: Philip Hursh <phursh@winterspringsfl.org>, Donna Bruno <dbruno@winterspringsfl.org>
Subject: Re: Fwd: recruiting firms?

Hi Phil,

Here is the list.

Thanks!

- Slavin Management Consultants
- Odgers Berndtson
- Baker Tilly US LLP
- S. Renee Narloch & Associates

Christian Gowan

From: Casey Howard <choward@winterspringsfl.org>
Sent: Thursday, June 1, 2023 11:59 AM
To: Casey Carman
Subject: RE: Update on Recruiting Firm Search

Can you send me the VACO scope/pricing? I don't think its there or I missed it



Casey Howard, MBA, CPFO, SPHR, SCP

Deputy City Manager

P: (407) 327-5962 **F:** (407) 327-4753

A: 1126 East State Road 434
Winter Springs, Florida 32708



From: Casey Carman <ccarman@winterspringsfl.org>
Sent: Thursday, June 1, 2023 11:48 AM
To: Casey Howard <choward@winterspringsfl.org>
Subject: Update on Recruiting Firm Search

Attached are letters of Engagements/Scopes from the following Firms

- Hueman People Solutions Recruitment
- Atrium Staffing
- ADK
- ARC
- Korn Ferry
- Vaco

Recruiting Firms that declined the job

- Slavin Management Consultants – Traveling and unable to meet original deadline
- Odgers Berndtson – “isn’t for us”
- Baker Tilly US LLP – Unable to meet original deadline
- Integrity Staffing Solutions – “At this time we will not place a bid”
- Excelsior Executive Search – Not in their Scope
- Kunin Associates – City Manager role is out of their scope
- Velkin Recruiter Not relevant to their scope
- Link Staffing Services – Link left voicemail on May 18th stating that City Manager role is out of their wheelhouse
- Torch Group – Scheduling conflicts in March/April then no response

The following firms are unresponsive

- Nonprofit Talent
- Raines International Search
- Albion Staffing Solutions Inc.
- Airtel Staffing
- Kinney Recruiting, Inc.
- Loyal Sources Government Services
- K Gill Associates
- Executive Manning Corporation
- Leah Yosef International Inc.
- Bartech Staffing Recruiting
- Link Staffing Services
- Newland Associates
- S. Renee Naroch & Associates
- Orion Solutions Group
- Thrivas Staffing
- Nonprofit Talent



Casey Carman

Human Resources Manager

P: (407) 327-8954 **F:** (407) 327-4753

A: 1126 East State Road 434
Winter Springs, Florida 32708



Christian Gowan

From: Casey Carman <ccarman@winterspringsfl.org>
Sent: Friday, May 19, 2023 5:16 PM
To: Casey Howard
Subject: City Manager Recruiting Firm Search update
Attachments: FW: The City of Winter Springs - City Manager Search; FW: City Manager Proposal; RE: City of Winter Springs - OLD City Manger Job Post

Stuart reached out to the following firms on the last week of March 2023. The first three firms responded quickly (Within one week) declining the job, reasons are below

- Slavin Management Consultants – Traveling and unable to meet original deadline
- Odgers Berndtson – “isn’t for us”
- Baker Tilly US LLP – Unable to meet original deadline
- S. Renee Narloch & Associates – Did not respond to Stuart, I followed up and left a voicemail the first week of May 2023. – No response to date

I reached out to the following firms during the first two weeks of April, through their websites. Below is the follow up calls and emails we conducted

- Korn Ferry – Zoom on April 5th/ Korn Ferry sent LOE and info on April 12th
- Torch Group – Scheduling conflicts in March/April then no response
- Vaco Recruiter – Followed up with a phone call May 15 -> Will be sending sample pack and LOE week of May 22nd (past clients Winter Park, Winter Garden and Lake Mary)
- Newland Associates – Left voicemail on May 18th
- Link Staffing Services – Link left voicemail on May 18th stating that City Manager role is out of their wheelhouse
- Bartech Staffing – Emailed through company website and left voicemail early May
- Orion Solutions Group – Phone call on May 18th, unsure if they can handle City Manager role, said they will call back.
- Leah Yosef International Inc. – Left voicemail and emailed on May 18th
- Executive Manning Corporation – Left voicemail and contact through company website Mid May
- K Gill Associates – Unable to leave voicemail, emailed on May 18th
- Loyal Sources Government Services – Followed up with second email and voicemail on Mid May, no response to date
- THRIVAS Staffing – Voicemail on May 16th
- Kinney Recruiting, Inc. Left a voicemail /email on May 18th
- Airetel Staffing - Left a voicemail / email
- Velkin Recruiter Not relevant to their scope
- Albion Staffing Solutions Inc. -Emailed through company website early May/ Left a voicemail on May 18th
- Integrity Staffing – Called on May 18th, Zoom on May 19th to discuss needs. They are considering if the job works for them, they will follow up the week of May 22nd
- Raines International Search- Left voicemail / email May 18th
- Staffing Agency Boca Raton – This is an branch of Thrivas
- Nonprofit Talent - Left voicemail / email May 18th

Also, why did the 3 turn us down? Too busy, not interested, no reason?

No one else provided a scope or quote?



From: Casey Carman <ccarman@winterspringsfl.org>

Sent: Thursday, May 11, 2023 4:14 PM

To: Casey Howard <choward@winterspringsfl.org>

Subject: Recruiting Firm information

Here is a list of the Recruiting Firms that we reached out to:

Firms that turned the city down

- Slavin Management Consultants– Traveling and unable to meet original deadline
- Odgers Berndtson– “isn’t for us” decline email attached
- Baker Tilly US LLP– Unable to meet original deadline

Firms that did not respond- Reached out once

- S. Renee Narloch & Associates(Both Stuart and I reached out once)
- Torch Group
- Vaco Recruiter
- Newland Associates
- Link Staffing Services
- Bartech Staffing
- Orion Solutions Group
- Leah Yosef International Inc.
- Executive Manning Corporation
- K Gill Associates
- Loyal Sources Government Services
- THRIVAS Staffing
- Kinney Recruiting, Inc.
- Airtel Staffing
- Velkin Recruiter
- Albion Staffing Solutions Inc.
- Integrity Staffing
- Raines International Search
- Staffing Agency Boca Raton
- Nonprofit Talent
- Hueman Executive Search

Christian Gowan

From: Philip Hursh <phursh@winterspringsfl.org>
Sent: Thursday, April 6, 2023 2:16 PM
To: Casey Carman
Cc: Casey Howard
Subject: RE: RE: Recruiting Firm Search

Casey :

Thank you for the update.

Please inform Stuart that, going forward, we do not need a deadline to respond. We don't want to send the wrong signal to potential recruiters that we're a potentially difficult client. When the "right" firm agrees to represent the City there's no need to extend our efforts beyond point. We don't need the normal procurement process.

Thanks,



Philip Hursh, PE

Interim City Manager

P: (407) 327-7591 **F:** (407) 327-5984

A: 400 Old Sanford Oviedo Road
Winter Springs, Florida 32708



From: Casey Carman <ccarman@winterspringsfl.org>
Sent: Wednesday, April 5, 2023 4:35 PM
To: Philip Hursh <phursh@winterspringsfl.org>
Cc: Casey Howard <choward@winterspringsfl.org>
Subject: RE: Recruiting Firm Search

Phil,

It looks like Stuart contacted a few recruiting firms but required a very tight turn around for information. Most recruiting firms require a bit more conversation and investment of time.

We were turned down by the following firms;

- Slavin Management Consultants
- Odgers Berndtson
- Baker Tilly US LLP

Did not respond by Stuart's deadline of 3/31 (I plan on reaching out to them)

- S. Renee Narloch & Associates

- Torch Group

I have reached out to the following firms;

- Korn Ferry
- Vaco Recruiter
- Newland Associates
- Link Staffing Services
- Bartech Staffing
- Orion Solutions Group
- Leah Yosef International Inc.
- Executive Manning Corporation
- K Gill Associates
- Loyal Sources Government Services
- THRIVAS Staffing
- Kinney Recruiting, Inc.
- Airtel Staffing
- Velkin Recruiter
- Albion Staffing Solutions Inc.
- Integrity Staffing
- Raines International Search
- Staffing Agency Boca Raton
- Nonprofit Talent
- Hueman Executive Search
- ADK Consulting and Executive Search
- Recruiting Services Group Inc.
- Excelsior Executive Search
- Recruitment Intelligence
- Kunin Associates

I am hoping a few of the firms above are interested in working with us and get back to me.



Casey Carman

Assistant HR Manager

P: (407) 327-8954 **F:** (407) 327-4753

A: 1126 East State Road 434
Winter Springs, Florida 32708



City Manager Search Firm Project QR #03-23CM Request List

The following are the suggested firms to send the quotation request to. Two firms (Slavin & Renee Narloch) are recommendations from Volusia and Seminole County, the Orange County recommendation focuses on hotels & convention positions. One firm (Baker Tilly) is a recognized leader in public sector executive recruitment and the last firm (Torch Group) is a known woman owned executive recruiting firm. The quotation requests will be sent this morning via email to help speed up the process. All responses will be sent to Casey Carman who should maintain security of them until Friday March 31st 4:15 pm to ensure process impartiality.

- 1) **Torch Group**
94 Birchwood Road
Stamford, CT 06907
Attn: Susan Acker VP Sr Account Manager
sacker@torchgroup.com
- 2) **Slavin Management Consultants**
3040 Holcomb Bridge Rd, Suite A1
Norcross, GA 30071-1357
Attn: Robert E Slavin President
slavin@bellsouth.net
- 3) **S Renee Narloch & Associates**
2910 Kelly Forest Pkwy, D4-242
Tallahassee, FL 32309
Attn: Renee Narloch
info@srnsearch.com
- 4) **Baker Tilly US LLP**
2500 Dallas Parkway, Suite 300
Plano, TX 75093
Attn: Chuck Rohre
chuck.rohre@bakertilly.com



REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

Retainer of Additional Legal Counsel Regarding the Joint Legislative Auditing Committee, Auditor General Operational Audit

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission discuss and provide further direction.



JAMIE A. COLE
MEMBER
Broward Managing Director
JCOLE@WSH-LAW.COM

December 27, 2023

(Via EMAIL: phursh@winterspringsfl.org)

Mr. Philip Hursh
Interim City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

Re: JLAC/Auditor General Operational Audit and Inspector General Investigation

Dear Mr. Hursh:

We are pleased that the City of Winter Springs ("City") has decided to engage our Firm to represent the City in connection with the referenced matter. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services. This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged us to represent the City in connection with the JLAC/Operational Audit by the Auditor General of the State of Florida and the inspection by the Inspector General.

2. Fees for Services.

You will be charged and agree to pay for our services on the basis of hourly rates established from time to time for the attorneys in our Firm, together with applicable taxes if any. It is contemplated that I, Jamie Cole, will be your primary contact at the Firm, working with others at our firm. The City will be charged a discounted rate of \$500 per hour for time incurred by me and other partners at the Firm, \$400 per hour for associate attorneys and \$150 an hour for paralegals. Hourly rates will increase by 4% on October 1 of each year, beginning on October 1, 2024. It is our practice to

charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity. The fees for services shall not exceed \$50,000 unless this retainer agreement is approved by the City Commission.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, you will be charged for delivery charges, long distance telephone charges, printing and photocopies, postage, faxes, and computer research expenses. Non-incidental costs such as court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, travel expenses, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibit costs, investigation costs, and applicable lobbyist registration fees, will also be itemized and billed.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us under this agreement. You also agree to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice, which remains unpaid for more than 30 days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Advanced Fees and Costs Deposit. There will not be a retainer required in this matter.

7. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer and/or cost deposit set forth above, if any.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN
COLE + BIERMAN, PL

By: -----

Jamie A. Cole

AGREED AND ACCEPTED on December 28th, 2023.

CITY OF WINTER SPRINGS

By: -----

Philip Hursh, Interim City Manager



REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

Appointment Opportunities for City Boards and Committees

SUMMARY

The City Clerk Department wishes to inform the City Commission of the following vacancies:

Per Section 2-41(e) of the City Code, "If any commissioner fails to appoint a member within thirty (30) days after a vacancy occurs or a term expires, that seat shall be filled by a majority vote of the commission."

CURRENT VACANCIES:

- **Board of Trustees**
 - Seat Two Appointment: Term Expired January 1, 2024
 - Seat Three Appointment: Greg Smith resigned November 9, 2023
 - Seat Four Appointment: Term Expired January 1, 2024
- **Parks and Recreation Advisory Committee**
 - At-Large Appointment: Term Expired November 1, 2023
- **Veteran and Veteran Families Advisory Committee**
 - Seat Two Appointment: Richard Otto resigned October 16, 2023

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends the City Commission make any appointments they deem pertinent.



REGULAR AGENDA ITEM 504

CITY COMMISSION AGENDA | JANUARY 8, 2024 REGULAR MEETING

TITLE

New Business

SUMMARY

Pursuant to Sec 2-27 (c)(2) of the City Code, "Unless otherwise determined by the city commission, each regular agenda shall have a new business section, in the order on the agenda approved by the city commission, which allows the mayor, any city commissioner, city manager or city attorney an opportunity to raise, if necessary, new issues not on the agenda that require discussion and potential future direction by the city commission. The new business section shall not be used to present items requiring prior public notice or hearing, for reports allowed under subsection (m), or be used as a substitute for timely placing items on the agenda prior to the agenda packet being distributed or as an add-on item as required by subsection (b). The city commission will not take final action on any new business item that is considered a major initiative and/or initiative that would ordinarily require significant city staff research. Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4)."

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Mayor and Commission bring forward any new business they wish to have placed on a future agenda.