CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, AUGUST 25, 2025 - 6:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

AWARDS AND PRESENTATIONS

100. State Legislature Appropriation Award with Representative David Smith

INFORMATIONAL AGENDA

200. Not Used

PUBLIC INPUT

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

CONSENT AGENDA

300. Hydromax USA Fire Hydrant Inspections and Testing Services Contract

Winter Springs Seminole County VH PB Pricing.pdf
Winter Springs Seminole County PB Proposal -.pdf
Signed Seminole County MA with Hydromax 2025 Comp..pdf

301. Resolution 2025-12 Defined Benefit Plan Restatement

Resolution 2025-12: Amending and Restating Defined Benefit Plan & Trust
Exhibit A: Actuarial Impact Statement - Plan Restatement

PUBLIC HEARINGS AGENDA

Pursuant to F.S. § 286.0115, if the mayor or any city commissioner receives and/or sends ex parte communications regarding any application filed with the city, the mayor or any city commissioner must publicly disclose such communications before or during the hearing at which a vote is taken on the quasi-judicial matter, so that persons who have opinions contrary to those expressed in the ex parte communications are given a reasonable opportunity to refute or respond to the communications. Specifically, to facilitate the mayor's and commissioner's responsibilities to disclose ex parte communications, the mayor and commissioners shall notify the city clerk of any such communication prior to the meeting at which the application will be heard.

400. The Learning Experience, SR 434/419 and Michael Blake Boulevard – Site/Final Engineering, Aesthetic Review, Waivers, Conditional Use Application, and Development Agreement.

Learning Experience Staff Report CC 8.25.25 v1.pdf
FEDP-2024-0010 - Community Workshop Flyer.pdf

FEDP-2024-0010 - Sign-In Sheet.pdf
FEDP-2024-0010 LE Revised Site Plan.PDF
FEDP-2024-0010 - Dumpster Site Plan.PDF
FEDP-2024-0010 - Environmental Report.PDF
FEDP-2024-0010 - Geotechnical Report.PDF
FEDP-2024-0010 - TIA Report.PDF
FEDP-2024-0010 - Parking Letter.PDF
FEDP-2024-0010 - Economic Impact Analysis.pdf
AERV-2025-0004 - Elevations.PDF
AERV-2025-0004 - Renderings.PDF
WAIV-2024-0003 - Setback Reasoning.pdf
WAIV-2025-0010 - Waiver Description.PDF
WAIV-2025-0012 - Waiver Description.pdf
DVAG-2025-0008 - Development Agreement.pdf
FEDP-2024-0010 - Application.PDF
AERV-2025-0004 - Application.PDF
DVAG-2025-0008 - Application.PDF
WAIV-2024-0003 - Application.pdf
WAIV-2025-0010 - Application.PDF
WAIV-2025-0012 - Application.pdf
CONU-2024-0002 - Application.pdf

REGULAR AGENDA

500. Discussion on Use of Arbor Fund Revenues
Chapter 5 TREE PROTECTION AND PRESERVATION

501. Defund Elected Official's Tuition for Leadership Seminole

502. Remove UCF Incubator Program Funding

503. Reduce/Eliminate Duplicative Communications & Promotional Spending

504. Matters Related to Boards and Committees

505. New Business

REPORTS

600. City Manager Kevin A. Sweet
601. City Attorney Anthony A. Garganese
602. City Clerk Christian Gowan
603. Seat Two Commissioner Victoria Bruce
604. Seat Three Commissioner Sarah Baker
605. Seat Four Commissioner/Deputy Mayor Cade Resnick

606. Seat Five Commissioner Mark Caruso
607. Mayor Kevin McCann
608. Seat One Commissioner Paul Diaz

PUBLIC INPUT

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ADJOURNMENT

PUBLIC NOTICE

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

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

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

CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | AUGUST 25, 2025 REGULAR MEETING

TITLE

Hydromax USA Fire Hydrant Inspections and Testing Services Contract

SUMMARY

Hydrant maintenance is essential to public safety, property protection, and optimized water quality (related to flushing). In accordance with Seminole County Fire Department's annual requirement, the City of Winter Springs will be completing fire hydrant inspections and testing every year through its vendor, Hydromax USA (Hydromax). Hydromax will provide services for all Winter Springs fire hydrants to be located, inspected, exercised, lubricated, documented, and painted annually. A number of hydrants will also be flow tested (compliant with AWWA M-17 standards). Hydrant inspections and testing duration is estimated at 2-4 months and based on the quantity for 2025 will cost $63,800 plus contingency of $1,200 for any unforeseen repairs, bringing the total requested to $65,000. The City is Piggybacking on a recent bid from Seminole County IFB-504913-24/LAS. If approved, the City will prepare the necessary contract documents including a piggyback rider agreement.

FUNDING SOURCE

This testing is budgeted in the Water & Sewer Fund in Repairs & Maintenance Infra Water System.

RECOMMENDATION

Staff requests the City Commission approve a contract for Hydromax USA to provide valve and fire hydrant inspection and maintenance services on an annual basis in the amount of approximately $65,000.00. Additionally, staff recommends authorizing the City Manager and City Attorney to prepare and execute any all documents needed for this contract.

City of Winter Springs Quote

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
Fire Hydrant Services					
1	Fire Hydrant Testing and Maintenance (Single; No Paint)	EA	1170	$50.00	$58,500.00
2	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	EA		$58.00	$0.00
3	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	EA	40	$65.00	$2,600.00
4	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	EA		$105.00	$0.00
5	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	EA		$115.00	$0.00
6	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	EA	20	$135.00	$2,700.00
7	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	EA		$45.00	$0.00
8	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	EA		$52.00	$0.00
9	Hydrant Maintenance (includes sand blast and paint)	EA		$250.00	$0.00
10	Furnish and attach Hydrant I.D. tag (with required information)	EA		$15.00	$0.00
11	Furnish and install reflective road marker	EA		$15.00	$0.00
12	Extended Flush Time (15 minute Unit)	EA		$33.75	$0.00
13	Bonnet and/or break away flange bolt replacement	EA		$95.00	$0.00
Valve Services					

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
1	Valve Assessment, 4 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	EA		$48.00	$0.00
2	Valve Assessment, 6 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 6 Inch or smaller Diameter Valve	EA		$50.00	$0.00
3	Valve Assessment, 8 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 8 Inch or smaller Diameter Valve	EA		$52.00	$0.00
4	Valve Assessment, 10 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 10 Inch or smaller Diameter Valve	EA		$54.00	$0.00
5	Valve Assessment, 12 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 12 Inch or smaller Diameter Valve	EA		$56.00	$0.00
6	Valve Assessment, 14 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 14 Inch or smaller Diameter Valve	EA		$60.00	$0.00
7	Valve Assessment, 16 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 16 Inch or smaller Diameter Valve	EA		$75.00	$0.00
8	Valve Assessment, 18 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 18 Inch or smaller Diameter Valve	EA		$85.00	$0.00
9	Valve Assessment, 20 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 20 Inch or smaller Diameter Valve	EA		$95.00	$0.00
10	Valve Assessment, 24 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 24 Inch or smaller Diameter Valve	EA		$105.00	$0.00

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
11	Valve Assessment, 30 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 30 Inch or smaller Diameter Valve	EA		$125.00	$0.00
12	Valve Assessment, 36 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 36 Inch or smaller Diameter Valve	EA		$135.00	$0.00
13	Valve Assessment, 42 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 42 Inch or smaller Diameter Valve	EA		$145.00	$0.00
14	Valve Assessment, 48 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 48 Inch or smaller Diameter Valve	EA		$165.00	$0.00
15	Valve Assessment, 54 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 54 Inch or smaller Diameter Valve	EA		$185.00	$0.00
16	Valve Assessment, 60 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 60 Inch or smaller Diameter Valve	EA		$225.00	$0.00
17	Valve Cannot Be Located (CNL) - AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	EA		$50.00	$0.00
18	Valve Cannot Be Accessed (CNA) - AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	EA		$40.00	$0.00
19	Valve Located and Accessed, Not Operated (CNO) - AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	EA		$40.00	$0.00
20	Valve maintenance (includes sub-meter GPS location) (outside standard procedures - outlined by SCUD)	EA		$55.00	$0.00

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
21	Valve maintenance (includes sub-foot GPS location) (outside standard procedures - outlined by SCUD)	EA		$55.00	$0.00
22	Valve maintenance (without GPS location) (outside standard procedures - outlined by SCUD)	EA		$55.00	$0.00
23	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA		$150.00	$0.00
24	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA		$450.00	$0.00
25	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA		$500.00	$0.00
26	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA		$500.00	$0.00
27	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA		$150.00	$0.00
*28	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	Hourly (2,3)		$512.50	$0.00
*29	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)		$575.00	$0.00
30	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA		$485.00	$0.00

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
*31	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)		$512.50	$0.00
*32	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)		$575.00	$0.00
*33	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	Hourly(2,3)		$225.00	$0.00
*34	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)		$225.00	$0.00
*35	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)		$512.50	$0.00
*36	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)		$575.00	$0.00
37	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA		$45.00	$0.00
38	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA		$225.00	$0.00
*39	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:	EA		$1.00	$0.00
*40	Exploratory investigation 0' to 4' deep	Hourly (1,2,3)		$450.00	$0.00
*41	Exploratory investigation > 4' to 10' deep	Hourly (1,2,3)		$487.50	$0.00
*42	Exploratory investigation > 10' deep.	Hourly (1,2,3)		$525.00	$0.00

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
43	Test-Cut / Shut Down Service and Mapping Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Hourly (1,2,3)		$135.00	$0.00
Flushing Services					
1	Contractor will review the UDF sequences developed by Seminole County Environmental Services and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	Hourly		$135.00	$0.00
2	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly		$135.00	$0.00
3	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly		$135.00	$0.00
4	Maintenance Flushing Services performed at an hourly rate.	Hourly		$135.00	$0.00
TOTAL ALL ITEMS					**$63,800.00**

Items with * are considered construction items



City of Winter Springs

Valve & Fire Hydrant Maintenance Services

Piggyback of Seminole County Contract
Fire Hydrants - Valves Maintenance, Repair, and Flushing

Submitted by:
Hydromax USA
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028

April 30, 2025

Clete Saunier
City of Winter Springs
400 Old Sanford Oviedo Rd
Winter Springs, FL 32708

RE: Valve & Fire Hydrant Maintenance Services

Dear Clete,

On behalf of Hydromax USA, I am pleased to submit this proposal for valve and fire hydrant maintenance services using **Seminole County's Contract for Fire Hydrants, Valves Maintenance, Repair, and Flushing (IFB-604913-24/LAS).** Given the excellent qualifications of our team and personnel, extensive experience and expertise with similar maintenance and repair services programs, and strong Florida presence, Hydromax USA is uniquely qualified and well-positioned to help The City of Winter Springs develop and implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give Winter Springs a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have assessed more than 1.4 million valves, tested, and maintained over 500,000 fire hydrants, and collected 95 million data points working for water and wastewater utility clients like Houston, JEA, Metro Water Nashville, and Orange County Utilities. Based upon a robust record of performance, our clients recognize that Hydromax USA brings an exceptional ability to meet their needs for advanced data collection and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Should you have any questions regarding the enclosed submittal, please do not hesitate to contact me directly at (727) 463-9191 or shannon.gooch@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

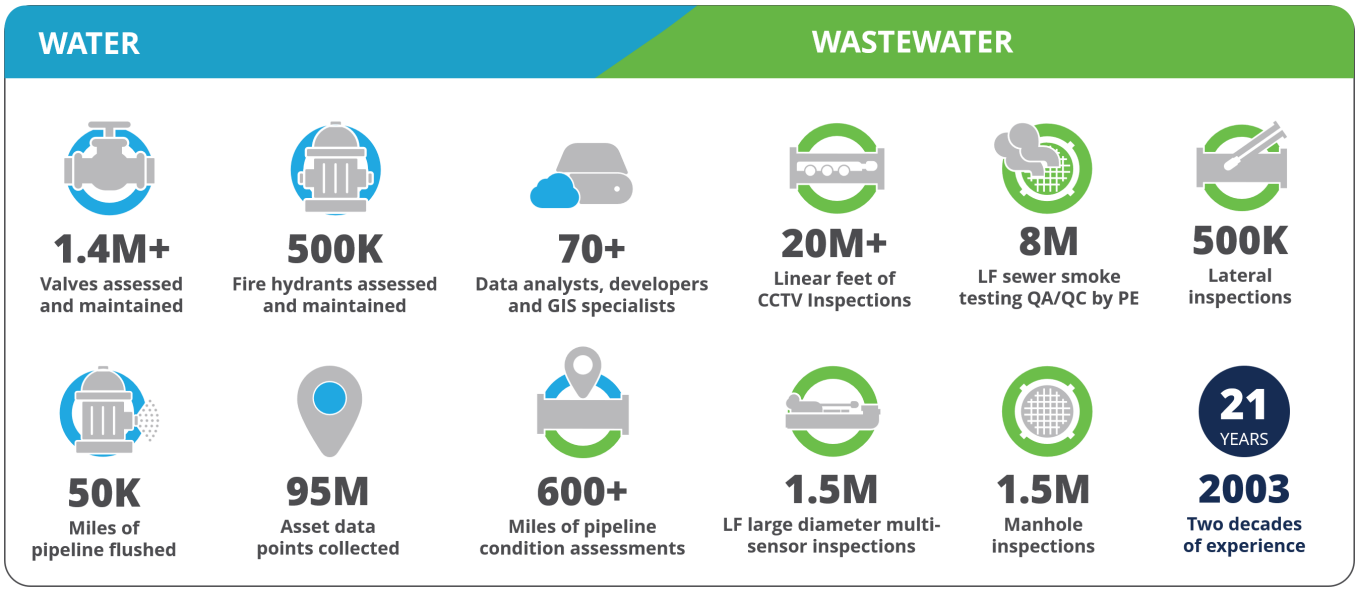
Shannon Gooch

Shannon Gooch
Business Development Manager



COMPANY OVERVIEW

Established in 2003, Hydromax USA has achieved an outstanding 20-year record of supporting water and wastewater utility clients throughout the United States. Our crews have substantial expertise with similar programs, having assessed more than **1.4 million valves**, tested, and maintained over **500,000 fire hydrants**, and collected over **95 million data points**.



As a national professional services firm with more than 600 employees, Hydromax USA has the necessary expertise and manpower to successfully execute this program and we are well-positioned to provide additional capabilities and solutions.

FIRM PRINCIPALS

Hydromax USA is owned by Industrial Group Partners, a San Francisco-based leading private investment partnership with substantial financial resources.

Corporate Headquarters:
3700 River Walk Drive, Suite 145, Flower Mound, Texas 75028

Florida Area Operations Center
2007 Wood Court, Suite 3, Plant City, Florida 33563

Corporate Officers:
Chris Jensen, CEO
Michael Farmer, Vice President of Finance
Phone: (863) 398-9202
Email: Andrew.Apgar@HydromaxUSA.com

FIRM CAPABILITIES

Hydromax USA provides a comprehensive suite of field assessment services supported by state-of-the art technologies, industry-leading equipment, innovative techniques, and a team of dedicated and passionate professionals. We transform infrastructure data into actionable business intelligence, enabling utilities to make informed decisions regarding the renewal of their buried infrastructure and investment of critical resources.

Water Field Services

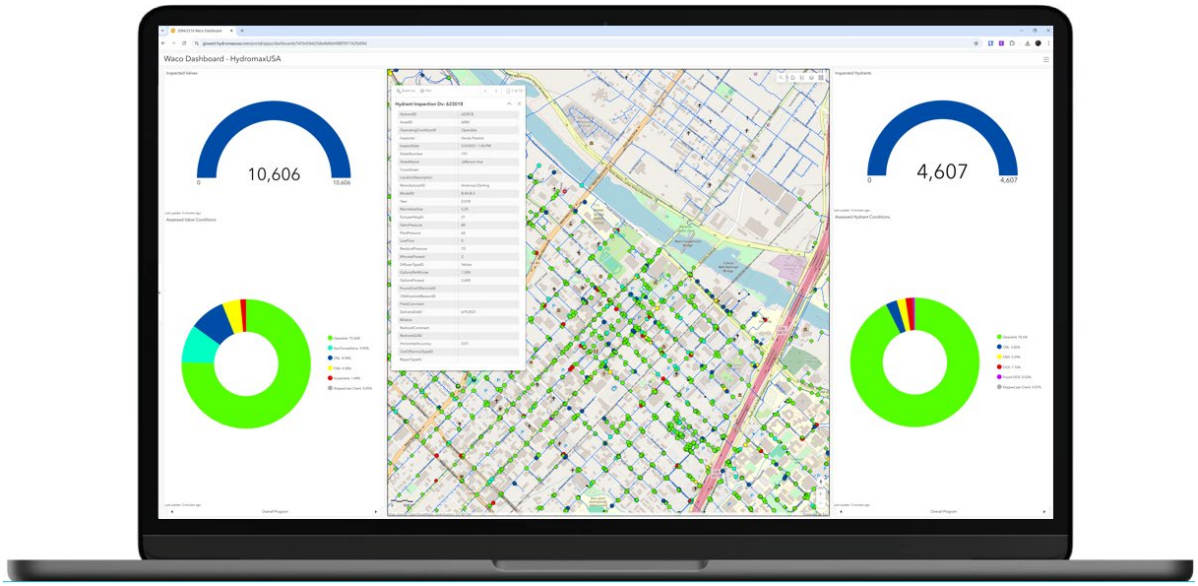
- Valve assessment
- Fire hydrant testing & maintenance
- Fire hydrant painting
- Asset mapping
- Unidirectional flushing
- Minor repairs
- Leak detection
- Pipeline condition assessment

Wastewater Field Services

- CCTV Inspections
- Sonar, Laser/LiDAR
- Pipeline cleaning
- Manhole inspections
- Flow Monitoring
- Smoke Testing
- Gas pocket detection
- Pipeline condition assessment

WEB-BASED PROJECT MANAGEMENT DASHBOARD

Hydromax USA will provide a web-based application capable of providing the Utility with the following real-time program metrics and information. Our dashboard is a comprehensive, web-hosted platform designed to provide real-time updates and actionable insights from field assessments of valves and fire hydrants. This platform will integrate the Utility's initial asset data with data collected during the assessment program, enabling seamless visualization and interaction with specific assets through various dashboard elements. The data platform will provide field technicians with a QC embedded data collection interface to ensure quality of the data and will provide the Utility with understandable metrics and project health statistics, supporting informed decision-making and proactive management.



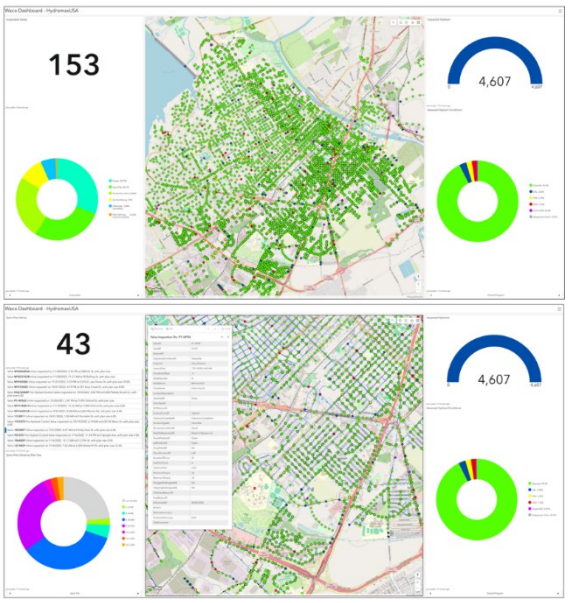
Web-Based Program Dashboard

Key Dashboard Features:

- Progress Tracking: Detailed summary of expected appurtenances throughout the program, as well as actual inspections performed.
- Aggregated Operational Data: Compilation and display of information regarding the operating condition and other relevant operational data of assets assessed by the service provider.
- Interactive Asset View: Capability to view the location and attributes of individual assets or groups of assets interactively.
- Year-over-Year Assessment Comparison: Tools to compare assessment data year-over-year to track changes in the system over time.

- Spatial Work Assignment: Ability for Utility to assign work through a spatial selection process within the application.
- Multimedia Content Delivery: Feature-driven multimedia content delivery for appurtenance information, enhancing the visualization and understanding of asset data.
- Export Capabilities: Functionality to export asset information on demand for external use and reporting.
- Digital Pairing Display for Hydrant Testing: For two-hydrant M-17 fire hydrant testing and maintenance, the dashboard will display planned digital pairings of hydrants before field work execution.

Key Features for Valves:



- Tachometer: Displays the number of valves assessed to date against the total assigned to the project, providing a clear overview of progress.
- Pie Chart: Reflects the percentage of system assets by accessibility and types of asset operability.
- Bar Chart: Shows the number of assets assessed by valve size, offering detailed insights into system assessments completed.
- Operability Issues: Details the total and specific types of operability issues encountered, such as frozen valves, damaged operating nuts, and spin-free valves that require replacement due to internal damage.
- Accessibility Issues: Lists assets that cannot be accessed due to various reasons, such as the need for valve raising, valve box realignment, or being paved over.
- Torque Measurements: Provides a histogram of initial and ending torque measurements for assessed valves, demonstrating improved operability resulting from our program.
- Closed Valves: Indicates valves found closed in the system and whether they were reopened or left closed, which can impact water distribution efficiency and water quality.

Key Features for Fire Hydrants:



- Tachometer: Represents the number of hydrants assessed to date.
- Pie Chart: Displays the operability status of hydrants.
- Out of Service Hydrants: Provides specific information on hydrants that are out of service and the required repairs, which is crucial for ensuring availability for firefighters.
- System Pressures and GPM: Includes a histogram of system pressures and GPM from flowed hydrants.
- Accessibility Issues: Identifies hydrants that were inaccessible, could not be located, or need raising for proper operation.
- Low Flow Hydrants: Highlights hydrants with flow below 20 psi, indicating potential closed valves in the system and increased water contamination risk.

DATA MANAGEMENT

The critical aspects to this project are the field collection, management, and sharing of asset data between the field crews and the Hydromax USA GIS team and the replication of collected data between Hydromax USA and the Utility. To ensure smooth, low impact, data deliverables Hydromax USA will hold GIS data alignment meeting to obtain and review the current water database structure, also known as the "data-model." This review will focus on Hydromax USA's internal data workflow processes and identifying possible data-model revision recommendations for Utility to consider prior to the beginning of field operations.

Hydromax USA is flexible regarding project data deliverables and will work with Utility to determine the most efficient delivery format. We provide a Personal Geodatabase deliverable that can be reviewed in ArcMap prior to migrating this data into Utility's enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in Utility's enterprise GIS.

Data Deliverable Quality Assurance & Quality Control

Hydromax USA's Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to the Utility.

Data delivered from the field is processed through Hydromax USA's standardized QA/QC scripts to evaluate data against established HUSA program queries for valve and fire hydrant data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

- Hydromax USA will perform this QA/QC analysis on all data recorded before the data is submitted to the client.
- Hydromax USA will also review, prior to each submission, the accuracy of the billing, contractual compliance, and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

REFERENCES

Hydromax USA has completed the following reference projects:

Orange County Utilities, Orlando, Florida
Contact: Dustin Putney-Hoke, 407.836.6822, dustin.putney@ocfl.net
Contract Dates: 2022 - Ongoing
Scope of Work: Condition assessment, maintenance, UDF, and GIS integration for 60,000 water system valves and 13,000 fire hydrants.

Seminole County, Sanford, Florida
Contact: Chris Graybosch, 386-307-2560, cgraybosch@seminolecountyfl.gov
Contract Dates: 2011 – 2015; 2020 – 2024; 2025 - Ongoing
Scope of Work: Testing and maintenance, and GIS integration for 6,000 fire hydrants. Condition assessment, maintenance, and GIS integration for 13,000 water system valves.

City of Daytona Beach, Daytona Beach, Florida
Contact: Jeff Lane, 386.671.8513, lanejeff@codb.us
Contract Dates: 2020 - Ongoing
Scope of Work: Testing and maintenance, and GIS integration for 2,450 fire hydrants. Condition assessment, maintenance, and GIS integration for 6,500 water system valves.

Pasco County, Land O'Lakes, Florida
Contact: Anna Fracassi, 813.929.2755 x6969, afracassi@pascocountyfl.net
Contract Dates: 2017 – 2022
Scope of Work: M17 (2-hydrant) testing and maintenance, and GIS integration for 9,000 fire hydrants.

City of Houston, Texas
Contact: Michael Johnson, 832.395.4623, michael.johnson3@houstontx.gov
Contract Dates: 2019 - ongoing
Scope of Work: Condition assessment, maintenance, and GIS integration for 80,000 water system valves. Additionally supported the City with up to 39 crews during emergency operations for 18 months.

Metro Water Services, Nashville, Tennessee
Contact: Felix Hernandez, 615.862.4877, felix.hernandez@nashville.gov
Contract Dates: 2011-2015; 2015-2020; 2020 - ongoing
Scope of Work: Condition assessment, maintenance, flushing, and GIS integration for 60,000 water system valves.

PROGRAM PRICING

Hydromax USA proposes to perform all work in accordance with Seminole County's Contract for Fire Hydrants, Valves Maintenance, Repair, and Flushing (IFB-604913-24/LAS), following the Terms and Conditions prescribed therein. It is understood that all quantities are approximate totals and non-binding.

Hydromax USA _____ will agree / __X__ will not agree to offer the construction items denoted with an asterisk in **Addendum A** in this piggyback proposal due to the service area of the construction contractor we are partnered with for Seminole County for these valve and hydrant replacement activities.

TERM CONTRACT FOR HYDRANT & VALVE MAINTENANCE, REPAIR, AND FLUSHING
(IFB-604913-24/LAS)

THIS AGREEMENT is dated as of the 27th day of March 2025, by and between **HYDROMAX USA LLC**, duly authorized to conduct business in the State of Florida, whose address is 3700 River Walk Dr., Suite 145, Flower Mound, TX, 75028, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

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submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

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information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

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Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

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(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required

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under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a

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current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

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on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance

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must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set

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forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers'

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Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the

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event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses

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incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

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(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

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commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

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with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

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All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

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constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

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With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Hydromax USA LLC
3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

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that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness

Date: 3/27/2025

Witness

Date 3/27/2025

HYDROMAX USA LLC

By: _____

Michael Farmer, CEO

Date: 3/27/25

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SEMINOLE COUNTY, FLORIDA

Witness
Louis Stratti
Print Name

Rachel Horne
Witness
Rachel Horne
Print Name

By: G Marrozos
GLADYS MARROZOS,
Procurement Administrator

Date: 3-27-25

As authorized for execution by the Board of County Commissioners at its March 25th, 2025, regular meeting.

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G – Human Trafficking Affidavit

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EXHIBIT A- SCOPE OF SERVICES

Fire Hydrants - Valves Maintenance, Repair and Flushing – Hydrant / Valve Maintenance Services

Part 1: General Scope

GENERAL DESCRIPTION:
The Seminole County Utilities Department (SCUD) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCUD water distribution system. SCUD will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format. This scope is designed to include all hydrant and valve maintenance activities, but for the purposes of this specific request the focus will be on hydrant and valve maintenance and flushing activities included therein.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the scope of service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- **A.** SCUD Utility Engineering Specifications for Water Distribution Construction.
- **B.** Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- **C.** FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- **D.** AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- **E.** OSHA Standards as applicable to associated work.
- **F.** Fire Hydrant Flow Testing and Marking (NFPA 291) (most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCUD.

SPECIAL CONDITIONS:
Contractor's Response Time:
Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCUD.

Contractor's Personnel:
The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the

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described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCUD distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time, the contractor's personnel are working within the SCUD distribution systems, notification is required to the SCUD SCADA Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment:
The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCUD Requirements for Work and Site Visit Management:
Contractor personnel shall notify their assigned SCUD representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCUD requires that the Contractor create a service call or job order ticket that shall have at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCUD contact name and phone number
- SCUD job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance:
Fire hydrant testing, and maintenance shall be in accordance with AWWA
- M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

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Single Hydrant Testing Procedure

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact SCUD SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15-minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied.
- Color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCUD request.
- Replace (if defective) hydrant ID tag or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.

** Document any operational deficiencies and/or miscellaneous findings.

Two-Hydrant Testing Procedure:

Hydrant testing procedures will mirror single hydrant testing procedures but to include the following:

- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 "test hydrant" for measurement of residual pressure drawdown in the system. The order is then reversed when the second hydrant is inspection flowed and the first hydrant becomes the "test hydrant" for fire flow determination.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.

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High Pressure Hydrant Additional Safety Procedures:
When a hydrant over 125PSI static pressure is encountered, Contractor will perform the following additional safety procedures to complete hydrant testing,

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster or equivalent to hydrant and secure the other end to hitch mounted diffuser or other stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCUD.
Document all pertinent data into an electronic spreadsheet or database including the following:

- Hydrant ID tag number
- Hydrant address location
- Hydrant GPS site coordinates
- Date of flush or service
- Hydrant brand
- Hydrant model number
- Hydrant year
- Hydrant size
- Hydrant flow rate obtained
- Flow at 20PSI calculation
- Hydrant pressure after 4 minutes of flushing
- Total gallons flushed during service
- Degree of operating difficulty
- Deficiencies and/or repairs required to be immediately reported to the Utility.

All data shall be formatted to match existing SCUD data system and/or forms. Data shall be delivered to the SCUD in an electronic format compatible with SCUD' ArcGIS/ArcMap system or SQL database.

Valve Maintenance:
Valve maintenance shall include the following procedures:

- Locate and access each valve
- Identify valve, correlating information with data supplied by SEMCO UOs
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box
- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCUD request.

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- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCUD request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to fully open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCUD data system and/or forms.
- Data shall be delivered to the SCUD in an electronic format compatible with SCUD' ArcGIS/ArcMap system.

** Due to potential implications, large valves will require special instructions based on location. County will coordinate with contractor on specific valves and sizes that require specific operation metrics.

GPS Mapping:
All the water distribution valves, and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCUD' ArcGIS/ArcMap system software. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise', problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: >= 4
- Position Dilution of Precision (PDOP) <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HOOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- car File Name
- X-coordinate
- Y-coordinate

Documentation:

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Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon and be compatible with SCUD' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

A. Physical data - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
B. Location data - Mapping grade GPS coordinate data parameters noted in the GPS mapping
C. Section Discrepancies - Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data:

The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCUD ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCUD ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCUD and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation -Structure discrepancies
- Valve Size - PDOP value
- Valve Type-HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services:

SCUD may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCUD will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements:

The Contractor shall be responsible for obtaining all utility locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/ or ROW. The Contractor shalt promptly notify SCUD of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of

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Seminole County, Florida

Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management:
The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCUD for any specific job site-work that may extend past one workday. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each workday. Each job site (regardless of duration of work) must be always maintained in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCUD in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges:
Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft2 sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCUD a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCUD reserves the right to perform any and all of these pass-through activities. The SCUD reserves the right to perform any and all of these pass-through activities to avoid the additional pass-through charges. If this right is exercised by SCUD, the responsibility for such work will be removed from the Contractor.

Warranty:
In order to ensure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Seminole County, Florida

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PRICE TABLES

GROUP A- HYDRANT SERVICES

Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total
1	Fire Hydrant Testing and Maintenance (Single; No Paint)	50	EA	$50.00	$2,500.00
2	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	50	EA	$58.00	$2,900.00
3	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	3,000	EA	$65.00	$195,000.00
4	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	30	EA	$105.00	$3,150.00
5	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	10	EA	$115.00	$1,150.00
6	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	10	EA	$135.00	$1,350.00
7	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	5	EA	$45.00	$225.00
8	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	5	EA	$52.00	$260.00
9	Hydrant Maintenance (includes sand blast and paint)	25	EA	$250.00	$6,250.00
10	Furnish and attach Hydrant I.D. tag (with required information)	250	EA	$15.00	$3,750.00
11	Furnish and install reflective road marker	500	EA	$15.00	$7,500.00
12	Extended Flush Time (15 minute Unit)	50	EA	$33.75	$1,687.50
13	Bonnet and/or break away flange bolt replacement	10	EA	$95.00	$950.00
TOTAL					**$226,672.50**

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GROUP B- VALVE RELATED SERVICES

Please make special note of the following for Hourly rate line items: Refer to Scope of Services for Definition on 'Pass-through" charges. (1) For this Depth Range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item. (2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass-through" (3) Hourly Rate can be proportioned into increments of 15 minutes. (4) Contractor 15% markup to include costs associated with designated supervisor on site, materials costs, as well as costs associated to complete job entirety and restore site back to original condition.

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
1	Valve Assessment, 4 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	EA.	250	$48.00	$12,000.00
2	Valve Assessment, 6 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 6 Inch or smaller Diameter Valve	EA.	500	$50.00	$25,000.00
3	Valve Assessment, 8 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 8 Inch or smaller Diameter Valve	EA.	500	$52.00	$26,000.00
4	Valve Assessment, 10 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 10 Inch or smaller Diameter Valve	EA.	300	$54.00	$16,200.00
5	Valve Assessment, 12 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 12 Inch or smaller Diameter Valve	EA.	300	$56.00	$16,800.00
6	Valve Assessment, 14 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 14 Inch or smaller Diameter Valve	EA.	10	$60.00	$600.00
7	Valve Assessment, 16 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 16 Inch or smaller Diameter Valve	EA.	50	$75.00	$3,750.00
8	Valve Assessment, 18 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 18 Inch or smaller Diameter Valve	EA.	8	$85.00	$680.00

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Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
9	Valve Assessment, 20 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 20 Inch or smaller Diameter Valve	EA.	10	$95.00	$950.00
10	Valve Assessment, 24 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 24 Inch or smaller Diameter Valve	EA.	10	$105.00	$1,050.00
11	Valve Assessment, 30 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 30 Inch or smaller Diameter Valve	EA.	10	$125.00	$1,250.00
12	Valve Assessment, 36 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 36 Inch or smaller Diameter Valve	EA.	10	$135.00	$1,350.00
13	Valve Assessment, 42 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 42 Inch or smaller Diameter Valve	EA.	10	$145.00	$1,450.00
14	Valve Assessment, 48 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 48 Inch or smaller Diameter Valve	EA.	10	$165.00	$1,650.00
15	Valve Assessment, 54 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 54 Inch or smaller Diameter Valve	EA.	10	$185.00	$1,850.00
16	Valve Assessment, 60 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 60 Inch or smaller Diameter Valve	EA.	10	$225.00	$2,250.00
17	Valve Cannot Be Located (CNL) - AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	EA.	10	$50.00	$500.00
18	Valve Cannot Be Accessed (CNA) - AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	EA.	10	$40.00	$400.00
19	Valve Located and Accessed, Not Operated (CNO) - AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	EA.	10	$40.00	$400.00

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Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
20	Valve maintenance (includes sub-meter GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	$55.00	$2,750.00
21	Valve maintenance (includes sub-foot GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	$55.00	$2,750.00
22	Valve maintenance (without GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	$55.00	$2,750.00
23	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA.	50	$150.00	$7,500.00
24	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	50	$450.00	$22,500.00
25	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	$500.00	$25,000.00
26	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	$500.00	$25,000.00
27	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	$150.00	$15,000.00
28	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	Hourly (2,3)	25	$512.50	$12,812.50
29	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)	25	$575.00	$14,375.00
30	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA.	15	$485.00	$7,275.00
31	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	15	$512.50	$7,687.50

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Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
32	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	15	$575.00	$8,625.00
33	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	Hourly(2,3)	25	$225.00	$5,625.00
34	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)	25	$225.00	$5,625.00
35	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	25	$512.50	$12,812.50
36	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	10	$575.00	$5,750.00
37	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1	$45.00	$45.00
38	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	1	$225.00	$225.00
39	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:	EA	1	$1.00	$1.00
40	Exploratory investigation 0' to 4' deep	Hourly (1,2,3)	1	$450.00	$450.00
41	Exploratory investigation > 4' to 10' deep	Hourly (1,2,3)	1	$487.50	$487.50
42	Exploratory investigation > 10' deep.	Hourly (1,2,3)	1	$525.00	$525.00
43	Test-Cut / Shut Down Service and Mapping Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Hourly (1,2,3)	1	$135.00	$135.00

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Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
TOTAL					$299,836.00

GROUP C - FLUSHING SERVICES

Uni-Directional Flushing Services to be performed at a combined rate.

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
1	Contractor will review the UDF sequences developed by Seminole County Environmental Services and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	Hourly	250	$135.00	$33,750.00
2	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly	500	$135.00	$67,500.00
3	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly	500	$135.00	$67,500.00
4	Maintenance Flushing Services performed at an hourly rate.	Hourly	250	$135.00	$33,750.00
TOTAL					$202,500.00

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EXHIBIT D- INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 1,000,000	Personal and Advertising Injury
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D.	Commercial Umbrella:	$ 1,000,000	Each Occurrence
		$ 2,000,000	General Aggregate
E.	Pollution Liability:	$ 1,000,000	Per Occurrence
		$ 1,000,000	General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

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EXHIBIT "D"

Agreement Name: Fire Hydrants - Valves Maintenance, Repair & Flushing

Agreement Number: IFB-604913-24/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604913-24/LAS are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604913-24/LAS for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

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DATED this 5th day of December, 2024.

Hydromax USA LLC
Consultant Name

By: _____
Print Name: MIchael Farmer
Title: Chief Financial Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I **HEREBY CERTIFY** that, on this 5th day of December, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Farmer, ☒ who is personally known to me or ☐ who has produced _____ as identification.

TERESA JOY MISCHKE
Notary Public, State of Texas
Comm. Expires 11-22-2026
Notary ID 134076809

_____
Print Name Teresa Mischke
Notary Public in and for the County Denton, Texas
and State Aforementioned
My commission expires: 11-22-2026

E-Verify Affidavit
Revised 11/2020

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Michael Farmer

Title: CFO

Signature: [signature]

Date: 3/27/25

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HUMAN TRAFFICKING AFFIDAVIT

CONTRACT #_____

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Hydromax USA LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Hydromax USA, LLC

Authorized Signature: _____ Date: 3/27/25

Printed Name: Michael Farmer

Title: CFO

STATE OF Texas

COUNTY OF Denton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of March, 2025, by Michael Farmer, as CFO on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: _____

My commission expires: 11-22-2026

TERESA JOY MISCHKE
Notary Public, State of Texas
Comm. Expires 11-22-2026
Notary ID 134076809

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | AUGUST 25, 2025 REGULAR MEETING

TITLE

Resolution 2025-12 Defined Benefit Plan Restatement

SUMMARY

As a result of findings by the City's independent auditor, Purvis Gray, during the FY22/23 and FY23/24 Annual Comprehensive Financial Reports, City staff worked with the defined benefit plan actuary (GRS) and the City's pension attorney to address conflicting plan language that was on file with GRS.

During their audit, Purvis Gray found that census data testing revealed eligibility discrepancies: 2 of 5 active pension plan members and all 5 of 5 new hires tested did not meet the required service period before being enrolled in the pension plan.

The eligibility criteria in the plan on file with GRS stated that employees must complete six months of service prior to plan enrollment.

After researching the matter in coordination with GRS, the pension attorney, and the City Clerk's office, City staff discovered that a plan amendment intended to be included in Resolution 2017-10 which was approved on consent item 301 on November 17, 2017, was not attached to the agenda item and subsequently submitted to GRS. As a result, employees hired after that date were enrolled in the plan on the first of the month following 30 days of employment—rather than after the six-month service period required by the plan on file with GRS.

The attached plan amendment reflects the changes that were intended to be included in the November 17, 2017 plan restatement.

Based upon review the review by GRS, the Plan restatement amends the Plan to comply with the current operation of the Plan by clarifying the following:

- Effective December 1, 2017, eligibility for participation is first of the month following 30 days of service for Police Officers and Forensic Professionals working 32 or more hours per week.
- Permissive service purchases must be fully paid prior to termination of employment.
- Required member contributions shall be credited with interest based on 3 year Treasury rates.

In the opinion of GRS, based upon the actuarial assumptions and methods employed in the October 1, 2024 Actuarial Valuation, this plan restatement results in no actuarial cost under State minimum funding requirements.

These Plan modifications do not negatively affect current or future employees and have no impact on participants that are currently drawing pension benefits (current retirees).

FUNDING SOURCE

RECOMMENDATION

City Staff is recommending the Commission approve resolution 2025-12 amending plan language of the City's Defined Benefit Pension Plan.

RESOLUTION NO. 2025 - 12

A RESOLUTION OF THE CITY COMMISSION OF WINTER SPRINGS, FLORIDA AMENDING AND RESTATING THE DEFINED BENEFIT PLAN AND TRUST FOR EMPLOYEES OF THE CITY OF WINTER SPRINGS; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Winter Springs has determined that certain changes to the City's Defined Benefit Plan and Trust are in the best interest of the City, its employees and taxpayers;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA:

Section 1. Recitals The following recitals are true and correct and hereby fully incorporated herein by this reference as part of this Resolution.

Section 2. Amending and Restating the Defined Benefit Plan. The City Commission of the City of Winter Springs hereby amends and restates the City of Winter Springs Retirement Plan (attached hereto as **Exhibit "A"**). This Retirement Plan restates and supersedes the Defined Benefit Plan and Trust for Employees of the City of Winter Springs as adopted on March 23, 1998, restated on November 10, 2003 and again on November 13, 2017, as amended.

Section 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Commission, or parts of resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This Resolution shall take effect upon adoption by the City Commission.

RESOLVED by the City Commission of the City of Winter Springs, Florida in a regular Commission meeting assembled on the _____ day of _____, 2025.

[SIGNATURE PAGE TO FOLLOW]

Kevin McCann
Mayor, City of Winter Springs

ATTEST:

Christian D. Gowan, MPA, CMC
City Clerk

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

Anthony A. Garganese
City Attorney

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

June 23, 2025

Mr. Brian Dunigan
Director of Administrative Services and Operations
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

Re: City of Winter Springs Retirement Plan
Plan Restatement – Actuarial Impact Statement

Dear Brian:

As requested, we have performed an actuarial review of the attached Plan restatement for the City of Winter Springs Retirement Plan (Plan).

Based upon our review, the Plan restatement amends the Plan to comply with the current operation of the Plan by clarifying the following:

- effective December 1, 2017, eligibility for participation is first of the month following 30 days of service for Police Officers and Forensic Professionals working 32 or more hours per week
- permissive service purchases must be fully paid prior to termination of employment
- required member contributions shall be credited with interest based on 3-year Treasury rates

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2024 Actuarial Valuation, the Plan restatement results in ***no actuarial cost*** under State minimum funding requirements.

Please forward a copy of the Resolution upon passage to update our records.

We are available to respond to any questions concerning the above.

Sincerely,
Gabriel, Roeder, Smith & Company

Michelle Jones

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

Enclosure

cc: Ms. Holly Queen

CITY OF WINTER SPRINGS RETIREMENT PLAN

The City of Winter Springs hereby establishes this Retirement Plan for City employees, to be known as the City of Winter Springs Retirement Plan. This Retirement Plan restates and supersedes the Defined Benefit Plan and Trust for Employees of the City of Winter Springs, as adopted on March 23, 1998, restated on November 10, 2003, and subsequently restated on 12/1/2017. This Retirement Plan shall take effect upon adoption by the City Commission.

Article 1 Definitions.

The following definitions shall apply throughout this Retirement Plan, unless a different meaning is provided in a specific section or is clearly required by context.

1.01 *Actuarial Equivalent* means a benefit of equal value computed using the 1983 Group Annuity Mortality Table, Male Rates, Set Back Two Years for Females, and an interest rate of eight percent (8%) per annum. Effective June 1, 2018 means a benefit of equal value computed using the RP 2000 Combined Healthy Mortality Table, projected to the fiscal year that includes the benefit commencement date with Scale BB, based upon a fixed blend of 50% male mortality rates - 50% female mortality rates, and an interest rate of seven percent (7%) per annum.

1.02 *Accrued Benefit* means a Member's benefit calculated as of any date, determined in accordance with the terms of the Plan, based on the Member's credited service and average final compensation as of such date.

1.03 *Average Final Compensation* means the average of the Member's Compensation for the 3 consecutive plan years (or the entire period of employment if shorter) of the Member's entire period of employment with the City which results in the highest Average Compensation. Effective October 1, 2011, Average Compensation shall be the average of the highest five (5) consecutive plan years of Compensation out of the ten (10) plan years immediately preceding termination of employment. Notwithstanding the above, a Member's Average Compensation shall not be less than his or her Average Compensation as of September 30, 2011.

1.04 *Board* or *Board of Trustees* means the Board of Trustees described in Chapter 14, Article III, Sec. 14-52 of the City of Winter Springs Code of Ordinances.

1.05 *Beneficiary* means the person or persons designated in writing by the Member and filed with the Board, entitled to receive benefits from the Plan upon the death of a Member. If no such designation is in effect, or if no person so designated is living, at the time of death of the Member, the beneficiary shall be the estate of the Member.

1.06 *City* or *employer* means the City of Winter Springs, Florida.

1.07 *Code* means the Internal Revenue Code of 1986, as amended.

1.08 *Compensation* for service earned prior to October 10, 2011 means wages, salary, overtime and other amounts received for personal services actually rendered in the course of employment with the City, but only to the extent included in gross income. Effective October 10, 2011, compensation means base salary (which includes the maximum salary incentive for police officers), including overtime pay up to one hundred fifty (150) hours

in a plan year, and excluding all other forms of compensation. Compensation includes payment for accrued vacation leave earned prior to July 1, 2011. Compensation shall include elective contributions for all Plan Years.

(a) For the purpose of this definition, overtime pay means: pay for hours in excess of 80 hours in a two-week work period for general employees; hours in excess of 84 hours in a two-week work period for police officers; and hours in excess of 56 hours in a one-week work period for firefighters.

(b) Elective Contributions. Elective contributions are amounts excludible from the Employee's gross income under Code §§125, 402(e)(3), 402(h) or 403(b), and contributed by the City, at the Employee's election, to a Code §401(k) arrangement, a Simplified Employee Pension, cafeteria plan or tax-sheltered annuity. Elective contributions also include: (1) Compensation deferred under a Code §457 plan maintained by the City; and (2) Employee contributions "picked up" by the City and, pursuant to Code §414(h)(2), treated as City contributions.

(c) Beginning January 1, 2009, to the extent required by section 414(u)(12) of the federal internal revenue code, an individual receiving differential wage payments, as defined under section 3401(h)(2) of the federal internal revenue code, from an employer shall be treated as employed by the employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the federal internal revenue code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

1.09 *Credited Service* means the total number of years, and fractions thereof, of City employment during which a Member meets the participation requirements of Article 2, works at least 1,000 hours per year, and makes the required Member contributions to the Plan. Credited service also includes all years of service credited under the predecessor plan, and any service purchased pursuant to Article 2 of this Plan or Section 2.01(B) of the Predecessor Plan.

A Member may also purchase up to five years of permissive service credit in increments of 12 months, to be used only for the purpose of determining the amount of the Member's benefit. Permissive service credit purchased under this paragraph may not be counted towards vesting. The full actuarial cost, including administrative costs, for all service requested under this paragraph must be paid before any portion of the service is credited to the Member. The full cost of permissive service credit must be paid prior to termination of Employment with the City. If a Member fails to pay the full cost of requested service on or before the date provided in this paragraph, the requested service will not be credited and any funds paid towards such service will be refunded, without interest.

A Member shall receive credited service for all purposes, including vesting, for the years or fractional parts of years that he or she performs "Qualified Military Service" including voluntary or involuntary service in the armed forces of the United States as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L. 103-353), after separation from employment with the City, to perform training or service, provided that:

(a) The Employee must return to his employment with the City within one (1) year following the date of military discharge or his release from active service.

(b) The Employee is entitled to reemployment under the provisions of USERRA,

(c) The Employee pays to the Plan the amount he would have contributed to the Plan as pick-up contributions if his employment would have continued during the period he was absent due to Qualified Military Service. Such payment must be made by the earlier of a period equal to three (3) times the period of absence or five (5) years.

(d) The maximum credit for military service pursuant to this paragraph shall be five (5) years.

(e) This Section is intended to satisfy the minimum requirements of USERRA, as may be amended from time to time. To the extent that this Section does not meet the minimum requirements of USERRA, the provisions of USERRA shall govern.

If an Employee dies on or after January 1, 2007 while performing Qualified Military Service as defined by USERRA, the Employee's beneficiaries shall be entitled to any benefits the Employee would have been entitled to had he or she resumed employment and then died while employed.

1.10 *Disability* means a physical or mental condition of a Member permitting such Member to be eligible for disability benefits under the Employer's long term disability program.

1.11 *Early Retirement Date* means the first day of any month on or after a Member attains 10 Years of Service for Members as of September 30, 2011 or attains 15 Years if Service for Members hired after September 30, 2011 and has attained age 55; or a Member attains 25 Years of Service irrespective of age.

1.12 *Employee* means any Employee of the City, other than excluded employees as described in Article 2. Individuals who perform services for the City in any capacity other than as an Employee, determined pursuant to the books and records of the City (e.g., independent contractors or leased employees within the meaning of Code section 414(n), even if such individuals are reclassified as employees by any governmental agency other than the City or by judicial decision), are not Employees for purposes of the Plan, and thus, are not eligible to participate in the Plan. Notwithstanding any other provision of this Plan, individuals who are employed by the City pursuant to an employment contract shall not be eligible to participate in the Plan, unless their employment contract expressly provides for such participation.

1.13 *Firefighter* means a former Employee who was employed solely by the fire department of the City of Winter Springs, who is certified as a firefighter as a condition of employment and whose duty it is to extinguish fires, to protect life, or to protect property. A Firefighter includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters. A participating Firefighter is a former City Firefighter covered under the Agreement between the City of Winter Springs and Seminole County for Fire and Emergency Medical Services, who elected to continue participating in the Defined Benefit Plan and Trust for Employees of the City of Winter Springs.

1.14 *Fund* means the retirement fund established pursuant to this Plan.

1.15 *Forensic professional* means an Employee who spends at least 65 percent of his or her time performing duties that involve the collection, examination, preservation, documentation, preparation, or analysis of human tissues or fluids or physical evidence having potential biological, chemical, or radiological hazard or contamination, or use chemicals, processes, or materials that may have carcinogenic or health-damaging properties in the analysis of such evidence.

1.16 *General Employee* means an Employee who is not a sworn police officer, firefighter or forensic professional.

1.17 *Member* means all Employees who participate in this Plan, vested terminated members, and retirees.

1.18 *Normal Retirement Date* means the first day of any month on or after the earlier of the date a Member attains age sixty-five (65)

1.19 *Plan* means The City of Winter Springs Retirement Plan as restated on November 10, 2003, and subsequently restated on 12/1/2017

1.20 *Plan Administrator* is the Employer unless the Employer designates another person to hold the position of Plan Administrator. In addition to his other duties, the Plan Administrator has full responsibility for compliance with any reporting and disclosure rules applicable to the Plan.

1.21 *Plan Year* means the fiscal year of the Plan, a 12 consecutive month period ending every September 30.

1.22 *Police Officer* means any person who is elected, appointed, or employed full time by the City of Winter Springs, who is certified or required to be certified as a law enforcement officer in compliance with s. 943.1395, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as the same are defined in s. 943.10(6) and (8), respectively.

1.23 *Predecessor Plan* means the Defined Benefit Plan and Trust for Employees for the City of Winter Springs, adopted by the City on March 23, 1998, as subsequently amended.

1.24 *Present value* means the single sum Actuarial Equivalent of the Member's Accrued Benefit.

1.25 *Retiree* means any Member who receives benefits under the provisions of this Plan.

1.26 *Retirement* or *retire* means a Member's separation from city employment with eligibility for and actual receipt of benefits under this Plan.

1.27 *Retirement Committee* or *Committee* means the committee described in Article 13.

1.28 *Retirement Plan* or *Plan* means the City of Winter Springs Retirement Plan as contained herein, and all amendments hereto.

1.29 *Service* means any period of time the Employee is in the employ of the City including any period the Employee is on an unpaid leave of absence authorized by the City under a uniform, nondiscriminatory policy applicable to all Employees. Effective 12/1/2017. "Service" means any period of time the Employee is in the employ of the City after the employee becomes an eligible Member in the Plan in accordance with Article 2 "Separation from Service" means a separation from Service with the Employer maintaining the Plan.

1.30 *Trustee* means the Board of Trustees of the City of Winter Springs, or any successor in office who in writing accepts the position of Trustee.

1.31 *Vesting period* means the period of credited service required to obtain a non-forfeitable right to receive a future benefit under the Plan, in accordance with Article. 6.

Article 2 Participation

2.01 Eligibility. Each Employee (other than an Excluded Employee) becomes a Member of the Plan on the first day of the month (if employed on that date) immediately following the date 6 months after Employment Commencement Date. Effective 12/1/2017, each Employee (other than an Excluded Employee) becomes a Member of the Plan the first of the month following 30 days from Employment Commencement Date, unless they have opted out of this pension plan. "Employment Commencement Date" means the date on which the Employee first performs Service for the City. Notwithstanding any other provision of this Plan any Employee other than a sworn police officer or forensic professional hired or rehired on or after October 1, 2011 shall not be eligible to participate in this Plan. Any Employee other than a sworn police officer or forensic professional hired or rehired on or after October 1, 2011 shall participate in the defined contribution plan established pursuant to Resolution 2011-59 if eligible to participate in the defined contribution plan. Except as provided under Section 2.04, Employees hired or rehired as sworn police officers or forensic professionals on or after October 1, 2011 shall participate in this Plan

(a) *Excluded Employees*:

(1) An Employee is an Excluded Employee if his customary weekly employment with the City is less than 32 hours. An Employee is an Excluded Employee if he is actively participating (and "benefiting" within the meaning of Treas. Reg. § 1.410(b)-3) in another qualified plan maintained by the City other than the Money Purchase Pension Plan and Trust for Employees of the City of Winter Springs, Florida (hereinafter referred to as the "Money Purchase Plan").

(2) If a Member has not incurred a Separation from Service but becomes an Excluded Employee, then during the period such a Member is an Excluded Employee, the Member will not accrue a benefit under the Plan attributable to any period during which he is an Excluded Employee. However, during such period of exclusion, the Member, without regard to employment classification, continues to receive credit for vesting for each included Year of Service.

(3) If an Excluded Employee who is not a Member becomes eligible to participate in the Plan by reason of a change in employment classification, he will participate in the Plan immediately if he has satisfied the eligibility conditions of Section 2.01 and would have been a Member had he not been an Excluded Employee during his period of Service. Furthermore, the Plan takes into account all of the Member's included Years of Service with the City as an Excluded Employee for purposes of vesting credit.

(b) *Employees with Non-Contributing Service*. Any Employee who completed Years of Service prior to adoption of Resolution No. 2003-44, but did not make contributions to this Trust Fund or to the Money Purchase Plan, shall be credited with Years of Accrual Service upon payment of the Required Member Contributions due under this Plan and the required Member contributions due under the Money Purchase Plan for such service.

2.02 *Participation upon Reemployment*. Any Employee other than a sworn police officer or forensic professional who is reemployed on or after October 1, 2011 shall not participate in this Plan but will upon reemployment participate in the defined contribution plan established pursuant to Resolution 2011-59. A Member employed as a police officer or forensic professional whose employment terminates and who is subsequently reemployed on or after October 1, 2011 will reenter the Plan as a Member on the date of his reemployment. An Employee employed as a police officer or forensic professional who satisfies the Plan's eligibility conditions but who terminates employment with the City prior to becoming a Member and who is subsequently reemployed on or after October 1, 2011, will become a Member on the later of the date on which he would have entered the Plan had he not terminated employment or the date of his reemployment. An Employee employed as a police officer or forensic professional who terminates employment prior to satisfying the Plan eligibility conditions and who is subsequently reemployed on or after October 1, 2011 becomes a Member in accordance with the provisions of Section 2.01.

2.03 *Employees with Non-Contributing Service under the Predecessor Plan.* Any Employee who completed years of service under the Predecessor Plan prior to the adoption of Resolution No. 2003-44, but did not make contributions to the Predecessor Plan or to the Money Purchase Plan for Employees of the City of Winter Springs, and did not receive years of accrual service under the Predecessor Plan, shall receive credited service under this Plan upon payment of the required Member contributions due under this Plan and the required member contributions due under the Money Purchase Plan for such service.

2.04 *Opt-Out.* Notwithstanding any other provision of the Plan, any sworn police officer or forensic professional hired by City on or after 12/1/17 may elect to opt out of participation in this Plan and enroll in a defined contribution plan established by the City. This one-time, irrevocable election must be made in writing on a form provided by the City prior to becoming an eligible Member in this Plan in accordance with Section 2.01. If an opt-out election is not made prior to becoming an eligible Member in this Plan in accordance with Section 2.01, the sworn police officer or forensic professional shall be a Member in this Plan.

Article 3 Contributions

3.01 *Required Member Contributions*. Each Member is required to contribute 3% of Compensation to the Plan, which contribution shall be considered the required Member contribution. Effective October 10, 2011, each Member is required to contribute 5% of Compensation to the Plan, which contribution shall be considered the Required Member Contribution. The required Member contribution shall be deducted from each Member's Compensation whenever such Compensation is paid, and remitted to the Fund. Required Member contributions shall be considered an employer "pick-up" contribution and shall be designated as employer contributions pursuant to Section 414(h) of the Internal Revenue Code, contingent upon the contributions being excluded from the Member's gross income for federal income tax purposes. For all other purposes of this Plan, such contributions shall be considered Member contributions.

3.02 *Member Account Balance Transferred from Money Purchase Pension Plan to Predecessor Plan*. A Member's account balance transferred from the Money Purchase Pension Plan and Trust for Members of the City of Winter Springs to the Predecessor Plan pursuant to Resolution No. 2003-44, shall become an integral part of this Fund; provided that such account balance, plus interest at a rate equal to the interest rate on 30-year Treasury securities as published in the Internal Revenue Bulletin determined as of the calendar month preceding the first day of the Plan year, if available, and if not, a rate equal to the U.S. Treasury Department long-term average rate published on the last day of the calendar month preceding the first day of the Plan year, or such other rate that may be approved by the U.S. Treasury Department to replace the 30-year Treasury bond rate as a benchmark for calculating lump sum payouts from defined benefit plans, shall be part of the accrued benefit payable to a Member upon normal retirement.

3.03 *Employer contributions*: The city shall annually contribute an amount which, when added to the Members' contributions, will be sufficient to fund the plan on a sound actuarial basis, in accordance with applicable law.

Article 4 Benefits

4.01 Normal Retirement

(a) *Normal Retirement Date*. The Normal Retirement date is the first day of any month following the date a Member attains age sixty-five (65). In addition, a Member with at least thirty (30) years of credited service who is determined to be disabled under the provisions of the City's long term disability insurance policy prior to the Normal Retirement Date may retire with an unreduced benefit, and the benefit shall be calculated based on the Member's credited service and average final compensation at the date of separation from employment.

(b) *Normal Retirement Benefit*:

(1) A Member who is actively employed by the City at the Normal Retirement Date may retire with an unreduced benefit at any time thereafter, and the benefit shall be calculated based on the Member's credited service and

average final compensation at the date of separation from employment. A Member's normal retirement pension equals 2% of the Member's Average Final Compensation multiplied by his Years of Accrual Service for service prior to October 1, 2000, and 3% of the Member's Average Final Compensation multiplied by his Years of Accrual Service for service on and after October 1, 2000. Such pension will be adjusted for any distribution in accordance with Article 5. The maximum number of Years of Accrual Service taken into account in the normal retirement pension is 30, counting forward from the date of initial participation to include any purchased past service.

(2) Notwithstanding any provision of subsection (b)(1) to the contrary, effective October 1, 2008, a Member's normal retirement pension shall equal 3% of the Member's Average Final Compensation multiplied by his Years of Accrual service for service prior to October 1, 2000; provided that such multiplier shall increase by one-fourth of one percent (.25%) each year beginning October 1, 2005 as follows:

Date of Retirement on or After	Multiplier for Service Prior to October 1, 2000
October 1, 2005	2.25%
October 1, 2006	2.50%
October 1, 2007	2.75%
October 1, 2008	3.00%

(3) A Member's normal retirement pension shall be calculated by applying the multiplier for service prior to October 1, 2000 that is in effect on the date of the Member's separation from service.

(4) Effective October 10, 2011 the normal retirement pension of a General Employee Member shall equal 3% of the Member's Average Compensation multiplied by Years of Accrual Service prior to October 1, 2011, and 2.5% of the Member's Average Compensation multiplied by Years of Accrual Service on and after October 1, 2011. The normal retirement pension of a Member employed as a sworn police officer, firefighter or forensic professional shall equal 3% of the Member's Average Compensation multiplied by Years of Accrual Service. Such pension will be adjusted for any distribution in accordance with Article 5. The maximum number of Years of Accrual Service taken into account in the normal retirement pension is 30, counting forward from the date of initial participation to include any purchased past service.

(c) *Accrued Benefit.* Subject to the Annual Benefit limitations of Article 17, a Member's Accrued Benefit is the normal retirement pension accrued by the Member under the accrual formula provided in this paragraph (c).

(1) *Method of Accrual.* As of any date, a Member's Accrued Benefit is his normal retirement pension calculated as of the determination date, based on the Years of Accrual Service credited as of such date.

(2) *Years of Accrual Service*. Years of Accrual Service are Years of Service as determined under Article 5, including Years of Service completed prior to his participation in the Plan. Any Employee who completed Years of Service prior to the adoption of Resolution No. 2003-44 but did not make contributions to this Trust Fund or to the Money Purchase Pension Plan shall be credited with Years of Accrual Service upon payment of the Required Member Contributions due under this Plan and the required Member contributions due under the Money Purchase Pension Plan for such service. Years of Accrual Service also include "Years of Qualified Service" purchased by a Member before 12/1/2017, and "Years of Permissive Service" purchased on or after 12/1/2017. Years of Qualified Service means any or all years of service performed by the Member as an employee of the Government of the United States, any State or political subdivision thereof or any agency or instrumentality of any of the foregoing, other than the City, but only if all of the following conditions are satisfied:

a. the Member makes a voluntary contribution to the Plan, in an amount necessary to fund the benefit attributable to such Years of Qualified Service (as determined by the actuary for the Plan, utilizing the actuarial definitions used for plan funding purposes) and which does not exceed the amount necessary to fund the benefit attributable to such Years of Qualified Service;

b. the Member makes the voluntary contribution described in Subsection (2)a. above, in one lump sum payment to the Plan prior to receiving credit for such Years of Qualified Service and prior to 12/1/2017;

c. the Member's Accrued Benefit is either 100% Nonforfeitable at the time he makes the voluntary contribution described in subsection (2)a. above or will become 100% Nonforfeitable immediately after receiving credit for such Years of Qualified Service; and

d. the crediting of such Years of Qualified Service must not cause the Member to receive a retirement benefit for the same Years of Qualified Service under more than one retirement plan.

(d) *Normal Form of Benefit*. The Normal Retirement Benefit shall be computed in the form of a straight life annuity. The Member, or in the event of the member's death prior to commencement of normal retirement benefits, early retirement benefits, or deferred vested benefits, the Member's beneficiary, may select an optional form of distribution in accordance with Article 5.

4.02 *Delayed Normal Retirement*. A benefit commencing after age sixty-five (65) is the Actuarial Equivalent of the Member's accrued benefit payable as of the later of age sixty-five (65) or the last day of the prior Plan Year. A Member continues to accrue benefits after age sixty-five (65) if the Member's Accrued Benefit would increase because of additional credited service or compensation. A Member's accrued benefit as of the end of each Plan

Year following age sixty-five (65) is the greater of: (1) the normal retirement benefit determined under the Plan, taking into account credited service and compensation earned after age sixty-five (65); or (2) the accrued benefit, determined as of the later of age sixty-five (65) or the end of the prior Plan Year, actuarially adjusted for delayed retirement.

4.03 *Early Retirement*.

(a) *Eligibility.*

(1) A Member as of September 30, 2011 who has received credit for at least 10 Years of Service and has attained age 55 may elect an early retirement pension. A Member as of September 30, 2011 who separates from service after satisfying the service requirement but not the age requirement may elect to receive an early retirement pension upon satisfying the age requirement. In addition, a Member as of September 30, 2011 who has completed 25 or more Years of Service may elect an early retirement pension.

(2) A Member hired after September 30, 2011 who has received credit for at least 15 Years of Service, and has attained age 55 may elect an early retirement pension. A Member hired after September 30, 2011 who separates from service after satisfying the service requirement but not the age requirement may elect to receive an early retirement pension upon satisfying the age requirement. In addition, a Member hired after September 30, 2011 who completes 25 Years of Service may elect to receive an early retirement pension.

(3) The early retirement pension for a Member is his or her Nonforfeitable Accrued Benefit payable at Normal Retirement Date without actuarial reduction for early commencement but only if benefits commence on or after the Member attains age 55. If an eligible Member elects to commence his or her early retirement pension prior to attaining age 55, such Member's early retirement pension is the Actuarial Equivalent of his Nonforfeitable Accrued Benefit payable at 55.

(4) Notwithstanding the above, the early retirement pension for a Member as of September 30, 2011 who has received credit for 10 or more Years of Service but less than 15 Years of Service is the sum of his or her Nonforfeitable Accrued Benefit as of September 30, 2011 payable at Normal Retirement Date without actuarial reduction for early commencement plus his or her Accrued Benefit payable at Normal Retirement Date earned after September 30, 2011 with actuarial reduction for early commencement.

(b) *Early Retirement Benefit.* The early retirement benefit shall be calculated in the same manner as the normal retirement benefit, except that the benefit shall be based on average final compensation and credited service as of the early retirement date, and shall be reduced by the actuarial equivalent of what would have been payable at age fifty-five (55) unreduced.

(c) If the present value of the Member's early retirement benefit does not exceed $1,000, the benefit will automatically be paid in a lump sum, as soon as administratively practicable after the Member's separation from employment or, if later, after the

Member satisfies the eligibility requirements for an early retirement benefit. If the present value of the Member's early retirement benefit is greater than $1,000 but does not exceed $3,500, upon receipt of the Member's written election to receive a lump sum distribution, the early retirement benefit shall be paid in a lump sum, as soon as administratively practicable after the Member's separation from employment or, if later, after the Member satisfies the eligibility requirements for an early retirement benefit.

(d) If the present value of the Member's early retirement benefit exceeds $3,500, the benefit shall be paid in the form and as of the date elected by the Member in accordance with the Plan. A Member may elect to commence his early retirement pension as of the first day of any month during the period he is eligible for the early retirement pension and after he has separated from employment. If the Member fails to designate a distribution date, then the early retirement benefit shall be paid in accordance with this Article.

4.04 *Deferred Vested Benefit*.

(a) A Member who, prior to his Normal Retirement Date, terminates employment for any reason other than death, or eligibility for an early retirement pension, will receive a deferred vested pension.

(b) If the present value of the Member's deferred vested pension does not exceed $1,000, the Plan will automatically pay the deferred vested pension in a lump sum, as soon as administratively practicable following the Member's separation from service. If the present value of the Member's deferred vested pension is greater than $1,000 but does not exceed $3,500, upon receipt of the Member's written election to receive a lump sum distribution, the Plan will pay the deferred vested pension in a lump sum, as soon as administratively practicable following the Member's separation from service. In no event may the distribution occur later than the 60th day following the close of the Plan Year in which the Member attains Age 65.

(c) If the present value of the Member's deferred vested pension exceeds $3,500, the deferred vested pension will be paid in the form elected by the Member. A Member may elect to commence his deferred vested pension after the Member's Normal Retirement Date. If the Member fails to elect a distribution date, then payment of the deferred vested pension will commence in accordance with Article 5.

Article 5 Payment of Accrued Benefit – Optional Forms of Payment

5.01 *Form of Benefit.* Subject to the requirements of this Article, the Plan will pay a Member his Nonforfeitable Accrued Benefit in a form permitted hereunder. Annuity payments will continue until the last scheduled payment coincident with or immediately preceding the date of the Member's death or, if applicable, the date of his survivor's death.

(a) *Consent.* A Member must consent, in writing, to any distribution described in this Article if the present value of the Member's Nonforfeitable Accrued Benefit exceeds $1,000, and the distribution commences prior to the Member's attaining Normal Retirement Age. Furthermore, the Member's spouse also must consent, in

writing, to any distribution for which Section 5.02 requires the spouse's consent. For purposes of the consent requirements under this Article, if the present value of the Member's Nonforfeitable Accrued Benefit, at the time of any distribution, exceeds $1,000, the Retirement Committee will treat that present value as exceeding $1,000 for purposes of all subsequent Plan distributions to the Member.

(b) *Annuity starting date/distribution date*. The term "annuity starting date" means: (1) the first day of the first period for which the Plan pays an amount as an annuity; or (2) for a distribution in any other form, the date of the distribution. A distribution date is the date as of which the Plan requires distribution or as of the date which the Member (or Beneficiary) may elect to commence distribution.

5.02 *Qualified Joint and Survivor Annuity*.

(a) *Payment of Annuity Form.* A married or unmarried Member's Nonforfeitable Accrued Benefit will be distributed in the form of a qualified joint and survivor annuity, unless the Member makes a valid waiver election prior to the annuity starting date. If, as of the annuity starting date, the Member is married, a qualified joint and survivor annuity is an immediate annuity payable for the life of the Member and a survivor annuity payable for the remaining life of the Member's surviving spouse which is 50% of the amount of the annuity payable during the life of the Member. If, as of the annuity starting date, the Member is not married, a qualified joint and survivor annuity is an immediate life annuity for the Member. The qualified joint and survivor annuity will be the Actuarial Equivalent of the Member's Nonforfeitable Accrued Benefit and will provide monthly payments.

(b) *Present Value Not Greater Than $3,500*. If the present value of the Member's Accrued Benefit is not greater than $1,000, the Member's pension will be paid in a single lump sum, in lieu of a qualified joint and survivor annuity. If the present value of the Member's Accrued Benefit is greater than $1,000 but does not exceed $3,500, upon receipt of the Member's written election to receive a lump sum distribution, the Member's pension will be paid in a single lump sum, in lieu of a qualified joint and survivor annuity. The distribution must occur on or before the annuity starting date. The consent requirements of this Article do not apply to a Member subject to this paragraph.

5.03 *Commencement of Benefits*. The distribution of benefits will commence in accordance with this Article, subject to mandatory distribution requirements.

(a) *Distribution to Member Who Separates from Service Before Normal Retirement Date.* Distribution of the Member's Nonforfeitable Accrued Benefit will commence in accordance with Sections 4.03.

(b) *Distribution to Member Who Separates from Service After Normal Retirement Date.* Distribution to the Member will commence as follows:

(1) Present Value of Normal Retirement Pension Not Exceeding $1,000. In lump sum, as soon as administratively practicable following the Member's separation from Service, but not later than the 60th day following the close of the Plan Year in which that separation from Service occurs.

(2) Present Value of Normal Retirement Pension is Greater than $1,000 but Not in Excess of $3,500. In lump sum, as soon as administratively practicable following the receipt of the Member's written election to receive a lump sum distribution and separation from Service.

(3) Present Value of Normal Retirement Pension Exceeds $3,500. In the form and at the time elected by the Member, as permitted under this Article. The Member may elect to commence distribution as soon as administratively practicable following separation from Service or as of the first day of any subsequent month.

(c) *Failure of Member To Make an Election*. Where the Member has the right to elect the form and timing of his pension, but has failed to make an election, distribution of the Member's pension will commence in the form prescribed by Section 5.02, as soon as administratively practicable following the later of: (1) the Member's attainment of Normal Retirement Age; or (2) the Member's separation from Service.

(d) *Notice to Member.* At least 30 days before the Member's annuity starting date, the Retirement Committee must provide a benefit notice to a Member who is eligible to make a distribution election under the Plan. The benefit notice must explain the optional forms of benefit in the Plan, including the material features and relative values of those options, and the Member's right to defer distribution until he attains Normal Retirement Age.

(e) *Death of the Member*. If the Member had commenced distribution prior to his death, distribution to the Member's Beneficiary will be made in accordance with the distribution method in effect at the time of death. If the deceased Member had not commenced distribution, the Member's death benefit will be distributed in accordance with subsection (a) or (b), whichever applies, subject to the requirements of Article 7.

(1) Present Value of Death Benefit Does Not Exceed $1,000. In lump sum, as soon as administratively practicable following the date on which the Retirement Committee receives notification of or otherwise confirms the Member's death.

(2) Present Value of Death Benefit is Greater than $1,000 but Not in Excess of $3,500. In lump sum, as soon as administratively practicable following the date on which the Retirement Committee receives notification of or otherwise confirms the Member's death and receives the Beneficiary's written election to receive a lump sum distribution.

(3) Present Value of Death Benefit Exceeds $3,500. In the form and at the time elected by the Member or, if applicable by the Beneficiary, as permitted under this Article. Unless otherwise elected by the Member, a Beneficiary may elect to commence distribution of the Member's death benefit as of the first day of any month following the date the Retirement Committee receives notification of or otherwise confirms the Member's death. In addition to the other forms of distribution available under this Article, a Beneficiary may elect to receive

the Member's death benefit in monthly, quarterly or annual installments over a 5 year period, unless the Member elected otherwise. In the absence of an election, the Plan will distribute the Member's death benefit in five annual installment payments commencing as soon as administratively practicable following the end of the Plan Year that the Retirement Committee receives notification of or otherwise confirms the Member's death.

5.04 *Waiver Election - Qualified Joint and Survivor Annuity*.

(a) *Explanation of Waiver*. At least 30 days before the Member's annuity starting date, the Retirement Committee must provide the Member a written explanation of the terms and conditions of the qualified joint and survivor annuity, the Member's right to make, and the effect of, an election to waive the joint and survivor form of benefit, the rights of the Member's spouse regarding the waiver election and the Member's right to make, and the effect of, a revocation of a waiver election. The Plan does not limit the number of times the Member may revoke a waiver of the qualified joint and survivor annuity or make a new waiver during the election period.

(b) *Waiver Requirements*. A married Member's waiver election is not valid unless (1) the Member's spouse (to whom the survivor annuity is payable under the qualified joint and survivor annuity), after the Member has received the written explanation described in this Article, has consented in writing to the waiver election, the spouse's consent acknowledges the effect of the election, and a notary public or the Plan Administrator (or his representative) witnesses the spouse's consent, (2) the spouse consents to the alternate form of payment designated by the Member or to any change in that designated form of payment, and (3) unless the spouse is the Member's sole primary Beneficiary, the spouse consents to the Member's Beneficiary designation or to any change in the Member's Beneficiary designation. The spouse's consent to a waiver of the qualified joint and survivor annuity is irrevocable unless the Member revokes the waiver election. The spouse may execute a blanket consent to any form of payment designation or to any Beneficiary designation made by the Member, if the spouse acknowledges the right to limit that consent to a specific designation but, in writing, waives that right.

(c) The Retirement Committee may accept as valid a waiver election which does not satisfy the spousal consent requirements if the Retirement Committee establishes the Member does not have a spouse, the Retirement Committee is not able to locate the Member's spouse, the Member is legally separated or has been abandoned (within the meaning of State law) and the Member has a court order to that effect, or other circumstances exist under which the Secretary of the Treasury will excuse the consent requirement. If the Member's spouse is legally incompetent to give consent, the spouse's legal guardian (even if the guardian is the Member) may give consent.

5.05 *Optional Forms of Distribution*. The Member's Nonforfeitable Accrued Benefit will be paid, as elected by the Member or, if applicable, by the Beneficiary, under one of the optional forms of distribution permitted under this Article. Any form of payment under

this Article must be the Actuarial Equivalent of the Member's accrued benefit. The optional forms of distribution are:

(a) Installments. Payment in monthly, quarterly or annual installments over the life expectancy of the Member, or the joint life and last survivor expectancy of the Member and his or her designated beneficiary.

(b) Life Annuity. A straight life annuity, payable no less frequently than annually, with payment of the Member's accrued benefit ending on the Member's death.

(c) Life Annuity with Term Certain. A life annuity, payable no less frequently than annually, with a term certain guaranteed. The term certain cannot exceed the Member's life expectancy, or the joint life and last survivor expectancy of the Member and his or her designated beneficiary. If a Member dies before the guaranteed number of payments has been made, the Member's designated beneficiary shall receive the same monthly payments for the remainder of the guaranteed period.

(d) Joint and Survivor Annuity. A joint life annuity payable for the life of the Member, with a survivor annuity payable for the remaining life of a designated beneficiary which is a specified percentage (50%, 75% or 100%) of the annuity payable during the Member's life.

5.06 *Special Rules*. The Retirement Committee, only upon the Member's written request or, in the case of a distribution described in Section 12.01 only upon the written request of the Member's spouse, will recalculate the applicable life expectancy period for purposes of calculating the minimum distribution applicable to a distribution calendar year following the first distribution calendar year. The Member must make a recalculation election not later than his Required Beginning Date. A surviving spouse must make a recalculation election no later than the December 31 date described in Section 12.01(b). A recalculation election applicable to a joint life expectancy payment, where the survivor is a nonspouse Beneficiary, may not take into account any adjustment to any life expectancy other than the Member's life expectancy, as prescribed by the applicable regulations under Code §401(a)(9). In the absence of a recalculation election, the Plan does not permit recalculation of the applicable life expectancy factor.

5.07 *Distributions Under Domestic Relations Orders*.

(a) Nothing contained in this Plan will prevent the Plan from complying with the provisions of a qualified domestic relations order (as defined in Code §414(p)). The Retirement Committee may adopt any written procedures relating to a qualified domestic relations order which the Retirement Committee deems necessary for proper administration of the Plan. The Plan does not permit distribution to an alternate payee under a qualified domestic relations order until the Member has attained his earliest retirement age (as defined under Code §414(p)) under the Plan. Nothing in this Article permits a Member a right to receive distribution at a time otherwise not permitted under the Plan nor does it permit the alternate payee to receive a form of payment not permitted under the Plan.

(b) For purposes of applying Article 5 and Section 7.02, the Retirement Committee will treat a former spouse as the Member's spouse or surviving spouse to the extent

provided under a qualified domestic relations order. The survivor annuity requirements of Section 7.02 and the joint and survivor annuity requirements of Article 5 apply separately to the portion of the Member's Nonforfeitable Accrued Benefit subject to the qualified domestic relations order and to the portion of the Member's Nonforfeitable Accrued Benefit not subject to that order.

(c) The Retirement Committee must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Retirement Committee promptly will notify the Member and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Retirement Committee must determine the qualified status of the order and must notify the Member and each alternate payee, in writing, of its determination. The Retirement Committee must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order, or in a manner consistent with applicable law.

(d) If any portion of the Member's Nonforfeitable Accrued Benefit is payable during the period the Retirement Committee is making its determination of the qualified status of the domestic relations order, the Retirement Committee must make a separate accounting of the amounts payable. If the Retirement Committee determines the order is a qualified domestic relations order within 18 months of the date amounts first are payable following receipt of the order, the Plan will distribute the payable amounts in accordance with the order. If the Retirement Committee does not make its determination of the qualified status of the order within the 18 month determination period, the Plan will to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Retirement Committee later determines the order is a qualified domestic relations order.

(e) The Plan will make any payments or distributions required under this Article by separate benefit checks or other separate distribution to the alternate payee.

Article 6 Vesting

6.01 *100% Vesting Upon Certain Events*. A Member's Accrued Benefit is 100% Nonforfeitable upon and after attaining Normal Retirement Age (if employed on or after that date). A Member's Accrued Benefit is 100% Nonforfeitable if the Member's separation from Service is a result of death, disability or eligibility for an early retirement pension.

6.02 *100% Vesting of Required Member Contributions*. Each Member is immediately 100% vested with respect to his Required Member Contributions. A Member is entitled to receive a return of his Required Member Contributions, contributed while a Member under the money purchase plan prior to October 1, 2000, upon termination of employment, together with simple interest at a rate equal to the interest rate on 30-year Treasury securities as published in the Internal Revenue Bulletin determined as of the calendar month preceding the first day of the Plan year, and effective October 1, 2003, a rate equal to the U.S.

Treasury Department long-term average rate published on the last day of the calendar month preceding the first day of the Plan year, or such other rate that may be approved by the U.S. Treasury Department to replace the 30-year Treasury bond rate as a benchmark for calculating lump sum payouts from defined benefit plans, in lieu of any other benefit under the Plan. Effective [DATE], Required Member Contributions shall be credited with interest at a rate equal to the interest rate on 3-year Treasury Securities as determined by the Retirement Committee as of the calendar month preceding the first day of the Plan year. The amount received as a distribution by the Member shall be used to reduce the accrued benefit, if any, at his normal retirement date. Required Member contributions contributed on and after October 1, 2000 are 100% vested and shall be included in the deferred vested benefit payable to the Member upon normal retirement date.

6.03 *Vesting Schedule prior to October 1, 2011.* Subject to Sections 6.01 and 6.02, a Member's Nonforfeitable percentage in his Accrued Benefit equals the percentage in the following schedule:

Years of Service	Vested Percentage
Less than 3	None
3	20%
4	40%
5	60%
6	80%
7 or more	100%

6.04 Vesting Schedule effective October 1, 2011. Effective October 1, 2011, and subject to Sections 6.01 and 6.02, a Member's Nonforfeitable percentage in his Accrued Benefit equals the percentage in the following schedule:

Years of Service	Vested Percentage
Less than 7	None
7 or more	100%

Notwithstanding any provision of this Article to the contrary, the Accrued Benefit of a Member on September 30, 2011 shall continue to vest in accordance with Section 6.03.

6.05 *Amendment to Vesting Schedule.* Though the City reserves the right to amend the vesting schedule at any time, the Retirement Committee will not apply the amended vesting schedule to reduce the Nonforfeitable percentage of any Member's Accrued Benefit (determined as of the later of the date the City adopts the amendment, or the date the amendment becomes effective) to a percentage less than the Nonforfeitable percentage computed under the Plan without regard to the amendment. An amended vesting schedule will apply to a Member only if the Member receives credit for at least one Hour of Service after the new schedule becomes effective.

6.06 If the City makes a permissible amendment to the vesting schedule, each Member having at least 3 Years of Service with the City may elect to have the percentage of his

Nonforfeitable Accrued Benefit computed under the Plan without regard to the amendment. The Member must file his election with the Retirement Committee within 60 days of the latest of (1) the City's adoption of the amendment; (2) the effective date of the amendment; or (3) his receipt of a copy of the amendment. The Retirement Committee, as soon as practicable, must forward a true copy of any amendment to the vesting schedule to each affected Member, together with an explanation of the effect of the amendment, the appropriate form upon which the Member may make an election to remain under the vesting schedule provided under the Plan prior to the amendment and notice of the time within which the Member must make an election to remain under the prior vesting schedule. The vesting schedule election does not apply to a Member if the amended vesting schedule provides for vesting at least as rapid at all times as the vesting schedule in effect prior to the amendment

6.07 *Forfeiture for Cause*. . Any Member who is convicted of the any of the following offenses committed prior to retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this Plan, except for the return of his accumulated Member Contributions as of the date of termination.

(a) Specified offenses are as follows:

(1) the committing, aiding or abetting of an embezzlement of public funds;

(2) the committing, aiding or abetting of any theft by a public officer or employee from the employer;

(3) bribery in connection with the employment of a public officer or employee;

(4) any felony specified in Chapter 838, Florida Statutes;

(5) the committing of an impeachable offense.

(6) the committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position.

(7) the committing on or after October 1, 2008, of any felony defined in Section 800.04, Florida Statutes, against a victim younger than sixteen (16) years of age, or any felony defined in Chapter 794, Florida Statutes, against a victim younger than eighteen (18) years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her office or employment position.

(b) Conviction shall be defined as an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.

(c) Court shall be defined as any state or federal court of competent jurisdiction, which

is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the Board shall hold a hearing on which notice shall be given to the Participant whose benefits are being considered for forfeiture. Said Participant shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Participant shall be afforded a full opportunity to present his case against forfeiture.

(d) Any Member who has received benefits from the Plan in excess of his accumulated Member Contributions after the Member's rights were forfeited pursuant to this Article shall be required to pay back to the Fund the amount of the benefits received in excess of his accumulated Contributions. The Retirement Committee may implement all legal action necessary to recover such funds.

6.08 *Year of Service - Vesting.* For purposes of vesting under this Article, Year of Service means any Plan Year during which an Employee completes not less than 1,000 Hours of Service. A Year of Service includes any Year of Service earned prior to the Effective Date of the Plan, except as provided in Section 6.10.

6.09 *Break in Service - Vesting*. For purposes of this Article, a Member incurs a "Break in Service" if during any Plan Year he does not complete more than 500 Hours of Service with the City.

6.10 *Included Years of Service - Vesting*. For purposes of determining "Years of Service" under Section 6.08 the Plan takes into account all Years of Qualified Service credited to a Member pursuant to Section 4.01(c) and all Years of Service an Employee completes with the City except:

(a) Any Year of Service completed before a Break in Service, unless the Employee completes a Year of Service after the Break in Service. This Break in Service rule will not operate to recredit any Year of Service disregarded under subsection (b).

(b) Any Year of Service completed before a Break in Service if the number of the Member's consecutive Breaks in Service equals of exceeds the greater of 5 or the aggregate number of the Years of Service prior to the Break. This Break in Service rule applies only if the Member is 0% vested in his Accrued Benefit derived from employer contributions at the time he has a Break in Service. Furthermore, the aggregate number of Years of Service before a Break in Service does not include any Years of Service not required to be taken into account under this exception by reason of any prior Break in Service. If the Retirement Committee Retirement Committee disregards the Member's Years of Service under this exception, the Plan forfeits his pre-Break in Service Accrued Benefit.

(c) Any Year of Service before the Plan Year in which the Member attained the age of 18.

6.11 *Disregard of Accrued Benefit*

(a) *Cash-Out Distribution*. If a partially-vested Member receives a cash-out payment of his entire Nonforfeitable Accrued Benefit, the Retirement Committee will disregard the Member's Accrued Benefit determined as of the date of the cash-out distribution. A partially-vested Member who is re-employed by the City after receiving a cash-out distribution has the right to repay the Trustee the employer derived portion of the

cash-out distribution he received, provided his repayment right has not expired. The Member's repayment must include interest at the rate determined under Code §411(c)(2)(C) (or under a successor to that Code section), calculated from the date of the cash-out distribution. A Member's right to make repayment expires on the earlier of: (1) the date 5 years after the Member's first re-employment date with the City following the cash-out distribution; or (2) the last day of the first Break in Service Period ending after the cash-out distribution. A Break in Service Period is a period of 5 consecutive Plan Years in which the Member incurs a Break in Service.

(b) *Restoration of Accrued Benefit*. If, prior to the expiration of the repayment period, a re-employed Member makes repayment in accordance with the terms of this Article, the Retirement Committee will restore the Member's Accrued Benefit disregarded under this Article.

(c) *0% Vested Member*. A 0% vested Member is a Member whose Accrued Benefit is entirely forfeitable at the time of his Separation from Service. Under the deemed cash-out rule, the Retirement Committee will treat the 0% vested Member as having received a cash-out distribution on the date of the Member's Separation from Service. For purposes of applying the restoration provisions of this Article, the Retirement Committee will treat the 0% vested Member as repaying his cash-out "distribution" (plus the required interest) on the first date of his re-employment with the City.

Article 7 Death prior to retirement

7.01 *Pre-Retirement Death Benefit*. If a Member dies prior to commencement of a normal retirement pension, deferred vested pension or early retirement pension, his Beneficiary will receive a death benefit equal to the present value of the Member's Nonforfeitable Accrued Benefit. The Trustee will make payment, or commence payment, of the deceased Member's death benefit in accordance with Article 5 and Section 7.02.

7.02 *Preretirement survivor annuity.* If a married Member dies prior to his annuity starting date, the Retirement Committee will direct the Trustee to distribute to the Member's surviving spouse a preretirement survivor annuity, unless the Member has a valid waiver election (as described in Section 5.04) in effect, or unless the Member and his spouse were not married throughout the one year period ending on the date of his death.

(a) *Preretirement Survivor Annuity* - Defined. A preretirement survivor annuity is a straight life annuity, payable no less frequently than annually, for the life of the surviving spouse.

(b) *Present Value Not Greater Than $3,500.* If the present value of the preretirement survivor annuity is not greater than $1,000, the Trustee will automatically make the distribution in a lump sum, in lieu of the preretirement survivor annuity. If the present value of the preretirement survivor annuity exceeds $1,000 but is not greater than $3,500, the Trustee will make the distribution in a lump sum, in lieu of the preretirement survivor annuity, upon receipt of the Beneficiary's written election to receive a lump sum. The distribution must occur on or before the annuity starting date.

(c) *Surviving Spouse Elections*. If the present value of the preretirement survivor annuity exceeds $3,500, the Member's surviving spouse may elect to have the Trustee

commence payment of the preretirement survivor annuity as of the first day of any month following the Member's death, but not later than the applicable mandatory distribution period described in Article 5. A surviving spouse also may elect any form of payment described in Article 5, in lieu of the preretirement survivor annuity (other than a joint and survivor annuity). In the absence of an election by the surviving spouse, the Retirement Committee will direct the Trustee to distribute the preretirement survivor annuity as soon as administratively practicable following the close of the Plan Year in which the latest of the following events occurs: (1) the Member's death; (2) the date the Retirement Committee receives notification of or otherwise confirms the Member's death; or (3) the date the Member would have attained Normal Retirement Age.

(d) *Special Rules.* If the Member's surviving spouse dies prior to the commencement of the preretirement survivor annuity, the Plan will not pay the preretirement survivor annuity and the Retirement Committee will determine the Member's death benefit pursuant to subsection (a).

Article 8 Miscellaneous Provisions Affecting the Payment of Benefits

8.01 *Nonduplication of Benefits*. In the event any part or all of a Member's Accrued Benefit is distributed to a Member and the Member later resumes active employment with the Employer, the Trustee will compute the Member's Accrued Benefit by taking into account all of the Member's Years of Accrual Service. However, the Trustee will offset the Member's Accrued Benefit so computed by the Member's Accrued Benefit attributable to any distribution the Trustee has made to the Member (other than a cash-out distribution). If the distribution was a cash-out distribution, the Trustee will offset the Member's Accrued Benefit by the Accrued Benefit disregarded under Section 6.11.

8.02 *No Disregard of Service*. For purposes of computing Years of Service, the Plan does not disregard Years of Service with respect to which a Member has received a distribution of his Accrued Benefit.

Article 9 Other Provisions Affecting Benefits

9.01 *Assignment or Alienation*. Subject to Code §414(p) (relating to qualified domestic relations orders), neither a Member nor a Beneficiary may anticipate assign or alienate (either at law or in equity) any benefit provided under the Plan, and the Trustee will not recognize any such anticipation, assignment or alienation. Furthermore, a benefit under the Plan is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

9.02 *Distribution Upon Termination of Trust*. If the Employer terminates the Plan, the Trustee will determine the value of the Trust Fund as of the business day next following the date of such termination.

9.03 *Allocation of Assets*. Upon termination of the Plan, the Retirement Committee shall direct the Trustee to allocate the assets of the Plan in a nondiscrimatory manner and in accordance with all applicable regulations. Any residual assets remaining after satisfaction of all benefit liabilities shall be distributed in accordance with Section 9.04.

9.04 *Overfunding*. If the Employer has overfunded the Plan at the time it terminates the Plan, the Plan must return the amount by which the Employer has overfunded the Plan to the Employer, except to the extent the Plan allocates surplus assets to the Members pursuant to written procedures (including any necessary Plan amendments) adopted by the Employer incident to the Plan's termination. The Employer must state by written request to the Retirement Committee the amount of the overfunding it wishes the Plan to return to it after satisfying all liabilities under the terminated Plan.

Article 10 Employer Administrative Provisions

10.01 *Information to Committee*. The City will supply current information to the Retirement Committee as to the name, date of birth, date of employment, annual compensation, leaves of absence, Years of Service and date of termination of employment of each Employee who is, or who will be eligible to become, a Member under the Plan, together with any other information which the Retirement Committee considers necessary.

10.02 *Indemnity of Plan Administrator and Committee*. To the extent permitted under applicable law, the Employer indemnifies and saves harmless the Plan Administrator, the members of the Retirement Committee, and the Trustee, and each of them, from and against any and all loss resulting from liability to which the Plan Administrator, the Retirement Committee, or the members of the Retirement Committee and the Trustee may be subjected by reason of any act or conduct (except willful misconduct or gross negligence) in their official capacities in the administration of this Trust or Plan or both, including all expenses reasonably incurred in their defense, in case the Employer fails to provide such defense.

Article 11 Member Administrative Provisions

11.01 *Beneficiary Designation*. Any Member may from time to time designate, in writing, any person or persons, as beneficiary. The Retirement Committee will prescribe the form for the written designation of Beneficiary and, upon the Member's filing the form with the Retirement Committee, the form effectively revokes all designations filed prior to that date by the same Member. In the absence of spousal consent to the Member's Beneficiary designation, any waiver of the qualified joint and survivor annuity or of the preretirement survivor annuity is not valid.

11.02 *No Beneficiary Designation/Death of Beneficiary*. If a Member fails to name a Beneficiary in accordance with Section 11.01, or if the Beneficiary named by a Member predeceases him, then the Trustee will pay the death benefit in accordance with Article 5 in the following order of priority to:

(a) The Member's surviving spouse;

(b) The Member's surviving children, including adopted children, in equal shares;

(c) The Member's surviving parents, in equal shares; or

(d) The legal representative of the Member's estate.

If the Beneficiary does not predecease the Member, but dies prior to distribution of his share of the Member's entire death benefit, the remaining death benefit will be paid to the

Beneficiary's estate unless the Member's Beneficiary designation provides otherwise.

11.03 *Personal Data to Committee*. Each Member and each Beneficiary of a deceased Member must furnish to the Retirement Committee such evidence, data or information as the Retirement Committee considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Member upon the condition precedent that each Member will furnish promptly full, true and complete evidence, data and information when requested by the Retirement Committee, provided the Retirement Committee advises each Member of the effect of his failure to comply with its request.

11.04 *Address for Notification*. Each Member and each Beneficiary of a deceased Member must file with the Retirement Committee from time to time, in writing, his post office address and any change of post office address. Any communication, statement or notice addressed to a Member, or Beneficiary, at his last post office address filed with the Retirement Committee, or as shown on the records of the Employer, binds the Member, or Beneficiary, for all purposes of this Plan.

11.05 *Notice of Change in Terms*. The Plan Administrator, within the time prescribed by applicable law, must furnish all Members and Beneficiaries a summary plan description and all other information required by applicable law.

11.06 *Litigation Against the Trust*. A court of competent jurisdiction may authorize any appropriate equitable relief to enforce any provisions of applicable law or the terms of the Plan. A fiduciary may receive reimbursement of expenses properly and actually incurred in the performance of his duties with the Plan.

11.07 *Information Available*. Any Member in the Plan or any Beneficiary may examine copies of the plan description, this Plan and Trust, or any other instrument under which the Plan was established or is operated. The Plan Administrator will maintain all of the items listed in this subsection in his office, or in such other place or places as he may designate from time to time, for examination during reasonable business hours. Upon the written request of a Member or Beneficiary the Plan Administrator must furnish him with a copy of any item listed in this subsection. The Plan Administrator may make a reasonable charge to the requesting person for the copy so furnished.

11.08 *Appeal Procedure for Denial of Benefits*. A Member or a Beneficiary ("Claimant") may file with the Retirement Committee a written claim for benefits, if the Member or Beneficiary determines the distribution procedures of the Plan have not provided him his proper Nonforfeitable Accrued Benefit. The Retirement Committee must render a decision on the claim within 60 days of the Claimant's written claim for benefits.

(a) *Notice of Denial*. The Plan Administrator must provide adequate notice in writing to any Claimant whose claim for benefits under the Plan the Retirement Committee has denied. The Plan Administrator's notice of denial of benefits must identify the name of each member of the Retirement Committee and the name and address of the Retirement Committee member to whom the claimant may forward his appeal. The Plan Administrator's notice to the Claimant must also set forth:

(1) The specific reason for the denial;

(2) Specific references to pertinent Plan provisions on which the Retirement

Committee based its denial;

(3) A description of any additional material and information needed for the Claimant to perfect his claim and an explanation of why the material or information is needed; and

(4) That any appeal the Claimant wishes to make of the adverse determination must be in writing to the Retirement Committee within 75 days after receipt of the Plan Administrator's notice of denial of benefits. The Plan Administrator's notice must further advise the Claimant that his failure to appeal the action to the Retirement Committee in writing within the 75-day period will render the Retirement Committee's determination final, binding and conclusive.

(b) Appeal. If the Claimant should appeal to the Retirement Committee, he, or his duly authorized representative, may submit, in writing, whatever issues and comments he, or his duly authorized representative, feels are pertinent. The Claimant, or his duly authorized representative, may review pertinent Plan documents. The Retirement Committee will re-examine all facts related to the appeal and make a final determination as to whether the denial of benefits is justified under the circumstances. The Retirement Committee must advise the Claimant of its decision within 60 days of the Claimant's written request for review, unless special circumstances (such as a hearing) would make the rendering of a decision within the 60-day limit unfeasible, but in no event may the Retirement Committee render a decision respecting a denial for a claim for benefits later than 120 days after its receipt of a request for review.

Article 12 Distribution of benefits.

12.01 This Plan shall pay all benefits in accordance with a good faith interpretation of the requirements of Code Section 401(a)(9) and the regulations promulgated thereunder, as applicable to a governmental plan as defined in Code Section 414(d). Notwithstanding any other provision of this Plan to the contrary, a form of retirement income payable from this Plan shall satisfy the following conditions:

(a) If the retirement income is payable before the Member's death,

(1) It shall either be distributed or commence to the Member not later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½), or the calendar year in which the Member retires; and,

(2) the benefit shall be paid over the life of the Member or over the lifetimes of the Member and designated beneficiary and shall be paid over the period extending not beyond the life expectancy of the Member and designated beneficiary

Where benefit payments have commenced in accordance with the preceding paragraphs and the Member dies before his entire interest in the Plan has been distributed, the remaining portion of such interest in the Plan shall be distributed no less rapidly than under the form of distribution in effect at the time of the Member's death.

(b) If the Member dies before distributions begin, the Member’s entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70½, if later.

(2) If the Member's surviving spouse is not the Member's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(4) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse are required to begin, this subsection (b), other than subsection (b)(1)), will apply as if the surviving spouse were the Member. For purposes of this Section, unless subsection (b)(4) applies, distributions are considered to begin on the Member's required beginning date. If subsection (b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(4). If distributions under an annuity meeting the requirements of this article commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(1), the date distributions are considered to begin is the date distributions actually commence.

Article 13 Retirement Committee, Duties

13.01 *Members' Expenses.* The Employer must appoint a Retirement Committee to administer the Plan and serve as Trustee, the members of which may or may not be Members in the Plan, or which may be the Plan Administrator acting alone. In the absence of a Retirement Committee appointment, the Plan Administrator assumes the powers, duties and responsibilities of the Retirement Committee. The members of the Retirement Committee will serve without compensation for services as such, but the Employer will pay reasonable expenses of the Retirement Committee, except to the extent the Trust properly pays the expenses.

13.02 *Term*. Each member of the Retirement Committee serves until the appointment of his successor.

13.03 *Powers*. In case of a vacancy in the membership of the Retirement Committee, the remaining members of the Retirement Committee may exercise any and all of the powers, authority, duties and discretion conferred upon the Retirement Committee pending the filling of the vacancy.

13.04 *Powers and duties.* The Retirement Committee shall meet on not less than a quarterly basis at such times as are convenient to a majority of Retirement Committee members. The Retirement Committee shall review financial and investment reports on the Fund, evaluate the performance of investment managers, and make decisions concerning the Fund's investment strategy, investment policy, investment managers, advisors and consultants. The Retirement Committee has the following powers and duties:

(a) To select a Secretary, who need not be a member of the Retirement Committee;

(b) To determine the rights of eligibility of an Employee to participate in the Plan, the value of a Member's Accrued Benefit and the Nonforfeitable percentage of each Member's Accrued Benefit;

(c) To adopt rules of procedure and regulations necessary for the proper and efficient administration of the Plan provided the rules are not inconsistent with the terms of this Agreement;

(d) To construe and enforce the terms of the Plan and the rules and regulations it adopts including interpretation of the Plan documents and documents related to the Plan's operation and the discretion to make factual determinations necessary to the proper administration of the Plan;

(e) To direct the crediting and distribution of the Trust;

(f) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;

(g) To furnish the Employer with information which the Employer may require for tax or other purposes;

(h) To engage the service of agents whom it may deem advisable to assist it with the performance of its duties;

(i) To engage the services of an Investment Manager or Managers, each of whom will have full power and authority to manage, acquire or dispose of any Plan asset under its control;

(j) To establish and maintain a funding standard account and to make credits and charges to the account to the extent required by and in accordance with the provisions of the applicable law.

The Retirement Committee will exercise all of its powers, duties and discretion under the Plan in a uniform and nondiscriminatory manner.

13.05 *Funding Policy*. The Retirement Committee will review, not less often than annually, all pertinent Employee information and Plan data in order to establish the funding policy of the Plan and to determine the appropriate methods of carrying out the Plan's objectives. The Retirement Committee must communicate periodically, as it deems appropriate, to the Trustee and to any Plan Investment Manager the Plan's short-term and long-term financial needs so investment policy can be coordinated with Plan financial requirements.

13.06 *Manner of Action*. The decision of a majority of the members appointed and qualified controls.

13.07 *Authorized Representative*. The Retirement Committee may authorize any one of its members, or its Secretary, to sign on its behalf any notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents. The Retirement Committee must evidence this authority by an instrument signed by all members.

13.08 *Interested Member*. No member of the Retirement Committee may decide or determine any matter concerning the distribution, nature or method of settlement of his own benefits under the Plan, except in exercising an election available to that member in his capacity as a Plan Member, unless the Plan Administrator is acting alone in the capacity of the Retirement Committee.

13.09 *Member Records*. The Retirement Committee will keep such records and will prepare such reports concerning Members' Accrued Benefits as applicable law and the Code require. Upon a Member's written request, the Retirement Committee will furnish, or will direct the Plan Administrator to furnish, the Member such information.

13.10 *Unclaimed Accrued Benefit - Procedure*. At the time the Member's or Beneficiary's benefit becomes distributable under the Plan, the Retirement Committee, by certified or registered mail addressed to his last known address of record with the Retirement Committee or the Employer, must notify any Member, or Beneficiary, that he is entitled to a distribution under this Plan. If the Member, or Beneficiary, fails to claim his distributive share or make his whereabouts known to the Retirement Committee within 6 months from the date of mailing of the notice, the Member's or Beneficiary's unclaimed payable Accrued Benefit will be distributed in accordance with state and federal law.

13.11 *Fees and Expenses From Fund*. All fees and expenses reasonably incurred by the Plan, to the extent such fees and expenses are for the ordinary and necessary administration and operation of the Plan, may be paid from the Trust Fund, unless paid by the Employer.

13.12 *Professional Agents*. The Plan may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non Trustee power or duty vested in it by the Plan, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

Article 14 Investments

14.01 The Retirement Committee as Trustee shall be responsible for the investment of any assets in the Fund not needed for the fund's current obligations, and may invest such assets in accordance with a written investment policy adopted by the Retirement Committee. Retirement Committee members and other fiduciaries of the Plan must discharge their duties with respect to the Plan solely in the interest of the Plan Members and their beneficiaries and for the exclusive purpose of: (i) providing benefits to Members and their beneficiaries; and (ii) defraying reasonable expenses of administering the Plan; with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; by diversifying the investments of the Plan so as to

minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

14.02 The Trustee is authorized and empowered, but not by way of limitation, with the following powers, rights and duties:

(a) To invest any part or all of the Trust Fund in any common or preferred stocks, open end or closed end mutual funds (including mutual funds for which the Trustee or its affiliate serves as an investment advisor, sponsor, distributor, custodian, transfer agent, administrator, registrar in any other capacity), put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, U.S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, to buy or sell options on common stock on a nationally recognized exchange with or without holding the underlying common stock, to buy and sell commodities, commodity options and contracts for the future delivery of commodities, and to make any other investments the Trustee deems appropriate, as a prudent man would do under like circumstances with due regard for the purposes of this Plan. Any investment made or retained by the Trustee in good faith is proper but must be of a kind constituting a diversification considered by law suitable for trust investments.

(b) To retain in cash so much of the Trust Fund as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust Fund in a bank account at reasonable interest.

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or of a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund, as described in Code §584, or collective investment fund, the provisions of which govern the investment of such assets and which the Plan incorporates by this reference which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or the affiliate) in its capacity as trustee and which conforms to the rules of the Comptroller of the Currency.

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee decides.

(e) To have with respect to the Trust all of the rights of an individual owner, including the power to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, and to exercise or sell stock subscriptions or conversion rights.

(f) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust.

(g) To begin, maintain or defend any litigation necessary in connection with the administration of the Plan, except that the Trustee is not obliged or required to do so unless indemnified to its satisfaction.

14.03 *Investment Policy.* The Retirement Committee shall adopt and periodically update a written investment policy in accordance with Section 112.661, Florida Statutes, as such statute may be amended in the future. Within the limitations of the foregoing standards and investment policy, the Board is authorized to acquire and retain in the fund every kind of investment specifically including, but not limited to stocks, bonds, securities, debentures, real estate, mutual funds, trusts and other obligations which persons of prudence, discretion and intelligence acquire or retain for their own account.

Article 15 Miscellaneous

15.01 *Nonassignability.* Benefits under this Plan shall not be subject to execution, garnishment, attachment, or any other process of any court with respect to a payee under the Plan, except for qualified domestic relations orders issued by a court of competent jurisdiction pursuant to section 222.21, Florida Statutes, or an income deduction order as provided in section 61.1301, Florida Statutes.

15.02 *Plan Amendments*. This Plan may be amended at any time by the City; provided that no amendment shall reduce the accrued benefit of any Member at the time of the amendment. Amendments shall apply prospectively, unless the amendment expressly provides for retroactive application. A Member who separates from City employment shall be entitled to those benefits in effect at the time of separation, unless a subsequent amendment expressly provides otherwise.

15.03 *Repeal or termination of the Plan* The City has the right, at any time, to suspend or discontinue its contributions under the Plan, and to terminate this Plan; provided, upon full or partial termination of the Plan, an affected Member's right to his or her accrued benefit is 100% nonforfeitable, irrespective of the nonforfeitable percentage which otherwise would apply under this Plan. If this ordinance shall be repealed, or if contributions to the Plan are discontinued or if there is a transfer, merger or consolidation of government units, services or functions as provided in Chapter 121, Florida Statutes, the Retirement Committee shall continue to administer the Plan in accordance with the provisions of this ordinance, for the sole benefit of the then Members, any Beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options provided for in this ordinance who are designated by any of said Members. In the event of repeal, discontinuance of contributions, or transfer, merger or consolidation of government units, services or functions, there shall be full vesting (100%) of benefits accrued to date of repeal, and the assets of the Plan shall be allocated in an equitable manner to provide benefits on a proportionate basis to the persons so entitled as set forth herein. The following shall be the order of priority for purposes of allocating the assets of the Plan as of the date of repeal of this ordinance, or if contributions to the Plan are discontinued with the date of such discontinuation being determined by the Board.

(a) Apportionment shall first be made in respect of each Retiree who is receiving a benefit from the Plan on such date, each person receiving a benefit on such date on account of a retired or deceased Member, and each Member who has, by such date, become eligible for normal retirement but has not yet retired, an amount which is the Actuarial Equivalent of such benefit; provided that, if the asset value of the Plan is less than the aggregate of such amounts, such amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such asset value.

(b) If there be any asset value remaining after the apportionment under subsection (a), apportionment shall next be made in respect of each Member in the service of the City on such date who is vested and who is not entitled to an apportionment under subsection (a), in the amount required to provide the Actuarial Equivalent of the vested portion of the accrued benefit, based on the Member's credited service and average final compensation as of such date, and each vested former Member then entitled to a deferred benefit who has not, by such date, begun receiving benefit payments, in the amount required to provide said Actuarial Equivalent of the vested portion of the accrued benefit; provided that, if the asset value of the Plan is less than the aggregate of such amounts, such amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such asset value.

(c) If there be any asset value after the apportionments under subsections (a) and (b), apportionment shall be made in respect of each Member in the service of the City on such date who is not entitled to an apportionment under subsection (a) or (b), in an amount equal to Member's accrued benefit; provided that, if the asset value of the Plan is less than the aggregate of such amounts, such amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such asset value.

(d) If there be any asset value remaining after the apportionments under subsection (a), (b), and (c), apportionment shall lastly be made in respect of each Member included in subsection (3) to the extent of the Actuarial Equivalent of the non-vested portion of the accrued benefit, less any amount apportioned in subsection (c), based on the Member's credited service and average final compensation as of such date; provided that, if the asset value of the Plan is less than the aggregate of such amounts, such amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such asset value.

(e) In the event there is any asset value remaining in the Fund after the full apportionment specified in subsections (a), (b), (c), and (d), such excess shall be returned to the City.

(f) The allocation of the Fund provided for in this Section may, as decided by the Board, be carried out through the purchase of insurance company contracts to provide the benefits determined in accordance with this Section. The Fund may be distributed in one sum to the persons entitled to said benefits or the distribution may be carried out in such other equitable manner as the Board may direct. The Fund may be continued in existence for purposes of subsequent distributions.

15.04 *Prohibited Transaction.* The Board may not engage in any transaction prohibited under Section 503(b) of the Internal Revenue Code.

15.05 *Qualification of Plan.* It is intended that this plan shall constitute a qualified public pension plan under the applicable provisions of the Code for a qualified plan under Code Section 401(a) and a governmental plan under Code Section 414(d), as now in effect and as may be amended from time to time. Any modification or amendment of this Plan may be made retroactively, if necessary or appropriate to maintain qualification.

15.06 *Exclusive Benefit*. Except as provided in this Article, no part of any asset in the Trust may revert to the City. Prior to the satisfaction of all liabilities with respect to the Members and their Beneficiaries under the Plan, no part of the corpus or income of the Trust Fund, or any asset of the Trust, may be used for, or diverted to, any purpose other than the exclusive benefit of the Members or their Beneficiaries.

Article 16 Direct Transfers of Eligible Rollover Distributions

16.01 General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distribute in a direct rollover.

16.02 Definitions.

(a) "Eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distribute or the joint lives (or joint life expectancies) of the distribute and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income. Any portion of any distribution which would be includible in gross income will be an eligible rollover distribution if the distribution is made to an individual retirement account described in section 408(a), to an individual retirement annuity described in section 408(b) or to a qualified defined contribution plan described in section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is not so includible.

(b) "Eligible retirement plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, an eligible deferred compensation plan described in section 457(b) of the Code which is maintained by an eligible employer described in section 457(e)(1)(A) of the Code and which agrees to separately account for amounts transferred into such plan from this Plan, an annuity contract described in section 403(b) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. This definition shall also apply in the case of an eligible rollover distribution to the surviving spouse.

(c) "Distributee" includes a Member or former Member. In addition, the Member's or former Member's surviving spouse is a distributee with regard to the interest of the spouse. For distributions occurring in plan years beginning after December 31, 2009 (or in any earlier plan year beginning after December 31, 2006), a distributee also includes the Member's non-spouse designated beneficiary. In the case of a non-spouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of § 402(c)(11). Also, in this case, the determination of any required minimum distribution under § 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(d) "Direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

16.03 Rollovers or Transfers into the Fund. The fund will accept Member rollover cash contributions and/or direct rollovers of distributions for the purchase of permissive service credit under the Plan, as follows:

(a) Direct Rollovers or Member Rollover Contributions from Other Plans. The Plan will accept either a direct rollover of an eligible rollover distribution or a Member contribution of an eligible rollover distribution from a qualified plan described in section 403(a) of the Code, from an annuity contract described in section 403(b) of the Code, or from an eligible plan under section 457(b) of the Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) Member Rollover Contributions from 401(a) Plans and IRAs. The Plan will accept a Member rollover contribution of the portion of a distribution from qualified plan described in section 401(a) of the Code, or from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code, that is eligible to be rolled over and would otherwise be includible in the Member's gross income.

(c) The Plan may accept direct transfers from a qualified plan on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility requirements. If the Plan accepts such a direct transfer, the Employee will be treated as a Member for all purposes of the Plan except the Employee will not accrue benefits until he actually becomes a Member in the Plan. If the Employee terminates employment with the City prior to becoming a Member, the transferred assets will be as provided by this Plan.

Article 17 Maximum benefit limits.

17.01 Basic Limitation. Notwithstanding any other provisions of this plan to the contrary, the Member contributions paid to, and retirement benefits paid from, the plan shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan Member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan Member may not receive an annual benefit that exceeds the dollar amount specified in Code Section

415(b)(1)(A) ($160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this plan. For purposes of this Article, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the term "annual benefit" means a benefit payable annually in the form of a straight life annuity without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code section 415(n)) and to rollover contributions (as defined in Code section 415(b)(2)(A)), and with the benefit attributable determined in accordance with Treasury Regulations located in 26 C.F.R. 1.415(b)-1.

17.02 Adjustments to Basic Limitation for Form of Benefit. If the form of benefit is other than the annual benefit defined in Section 17.01 the benefit shall be adjusted so that it is the equivalent of the annual benefit using factors prescribed in Treasury Regulations. If the form of benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or by adjusting the form of benefit to an actuarially equivalent amount determined using the assumptions specified in 26 CFR 1.415(b)-1 that takes into account the additional benefits under the form of benefit as follows:

(a) Benefit Forms Not Subject to § 417(e)(3): The straight life annuity that is actuarially equivalent to the Member's form of benefit shall be determined under this subsection if the form of a Member's benefit is either a non-decreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Employee (or in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or an annuity that decreases during the life of the Member merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11). For a benefit paid in a form described in this subsection, the actuarially equivalent straight life annuity is equal to the greater of:

(1) The annual amount of the straight life annuity (if any) payable to the Member under the plan commencing at the same annuity starting date as the Member's form of benefit, or

(2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Member's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B); or

(b) Benefit Forms Subject to § 417(e)(3): If a form of Member's benefit is other than a benefit form described in Section 17.02(a), the actuarially equivalent straight life annuity benefit that is the greatest of:

(1) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of

benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable computed using a five and one-half percent interest assumption for the applicable statutory interest assumption and (i) for years prior to January 1, 2009 the applicable mortality tables for the distribution under 26 CFR 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62) and (ii) for years after December 31, 2008 the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B); or

(3) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable computed using the applicable interest rate for the distribution under 26 CFR 1.417(e)-1(d)(3) the 30-year Treasury rate prior to January 1, 2007 using the rate in effect for the month prior to retirement and on and after January 1, 2007 using the rate in effect for the first day of the plan year with a one-year stabilization period and (i) for years prior to January 1, 2009 the applicable mortality tables for the distribution under 26 CFR 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62) and (ii) for years after December 31, 2008 the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 200885 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)), divided by 1.05.

(c) The actuary may adjust the 415(b) limit at that annuity starting date in accordance with paragraphs (1) and (2) above.

17.03 Benefits Not Taken into Account. For purposes of this Article, the following benefits shall not be taken into account in applying these limits:

(a) Any ancillary benefit which is not directly related to retirement income benefits;

(b) Survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Member's benefit were paid in another form.

(c) Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1);

17.04 COLA Effect. Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

(a) A Member's applicable limit will be applied to the Member's annual benefit in the Member's first limitation year of benefit payments without regard to any automatic cost of living adjustments;

(b) thereafter, in any subsequent limitation year, a Member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(c) in no event shall a Member's benefit payable under the plan in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the plan, for purposes of applying the limits under Code Section 415(b), a Member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Code and applicable Treasury Regulations.

17.05 Other Adjustments in Limitations.

(a) In the event the Member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this Article shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to an annual benefit in the amount of the applicable dollar limitation of Section 415(b)(1)(A) of the Internal Revenue Code (as adjusted pursuant to Section 415(d) of the Internal Revenue Code) beginning at age sixty-two (62).

(b) In the event the Member's benefit is based on at least fifteen (15) years of credited service as a full-time police officer or firefighter, the adjustments provided for in (D)(1) above shall not apply.

(c) The reductions provided for in (D)(1) above shall not be applicable to disability benefits or pre-retirement death benefits.

(d) In the event the Member's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection (b) herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

17.06 Less than Ten (10) Years of Service. The maximum retirement benefits payable under this Article to any Member who has completed less than ten (10) years of credited service shall be the amount determined under Section 17.01 multiplied by a fraction, the numerator of which is the number of the Member's years of credited service and the denominator of which is ten (10). The reduction provided by this Article cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this Article shall not be applicable to pre-retirement disability benefits or pre-retirement death benefits.

17.07 Participation in Other Defined Benefit Plans. The limit of this Article with respect to any Member who at any time has been a Member in any other defined benefit plan as defined in Code Section 414(j) maintained by the employer shall apply as if the total benefits payable under all employer defined benefit plans in which the Member has been a Member were payable from one plan.

17.08 Ten Thousand Dollar ($10,000) Limit. Notwithstanding anything in this Article to the contrary, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this Article if the benefits payable, with respect to such Member under this plan and under all other qualified defined benefit pension plans to which the employer contributes, do not exceed ten thousand dollars ($10,000) for the applicable limitation year and for any prior limitation year and the employer has not at any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member has completed less than ten years of credited service, the limit under this subsection shall be a reduced limit equal to ten thousand dollars ($10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of credited service and the denominator of which is ten.

17.09 Reduction of Benefits. Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the Member's benefit under any defined benefit plans in which Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be determined by the board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures to defined contribution plans in which the Member participated, such reduction to be made first with respect to the plan in which the Member most recently accrued benefits and thereafter in such priority as shall be established by the board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the board and the plan administrator of all other plans covering such Member.

17.10 Service Credit Purchase Limits.

(a) Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Member makes one or more contributions to purchase permissive service credit under the plan, then the requirements of this Article will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

(3) For purposes of applying subparagraph (a)(2) the plan will not fail to meet the reduced limit under Code section 415(b)(2)(C) solely by reason of this subparagraph, and for purposes of applying subparagraph (a)(2). the plan will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph (3).

(b) For purposes of this Section the term "permissive service credit" means service credit—

(1) recognized by the plan for purposes of calculating a Member's benefit under the plan.

(2) which such Member has not received under the plan, and

(3) which such Member may receive only by making a voluntary additional contribution, in an amount determined under the plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the plan, include service credit for periods for which there is no performance of service, and, notwithstanding subsection (b)(2), may include service credited in order to provide an increased benefit for service credit which a Member is receiving under the plan.

(c) For purposes of applying the limits in this Section 17.10 only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a limitation year, except as noted below and as permitted by Treasury Regulations located in 26 CFR 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the plan, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to a member by a employer for which the employer is required to furnish the member a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2).

(1) However, for limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the member by reason of Code Section 132(f)(4).

(2) For limitation years beginning on and after January 1, 2007, compensation for the limitation year will also include compensation paid by the later of 2½ months after an member's severance from employment or the end of the limitation year that includes the date of the member's severance from employment if:

a. the payment is regular compensation for services during the member's regular working hours, or compensation for services outside the member's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the member had the member continued in employment with the employer; or

b. the payment is for unused accrued bona fide sick, vacation or other leave that the member would have been able to use if employment had continued.

(3) Back pay, within the meaning of Treasury Regulations Section 1.415(c) - 2(g)(8), shall be treated as compensation for the limitation year to which the

back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(d) Notwithstanding any other provision of law to the contrary, the Board may modify a request by a Member to make a contribution to the plan if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Board may establish a periodic payment deduction plan for the Member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to subparagraph (d)(1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Board may either reduce the Member's contribution to an amount within the limits of that section or refuse the Member's contribution

(e) If the annual additions for any Member for a plan year exceed the limitation under Code Section 415(c), the excess annual addition will be corrected as permitted under the Member Plans Compliance Resolution System (or similar IRS correction program).

(f) For limitation years beginning on or after January 1, 2009, a Member's compensation for purposes of this subsection shall not exceed the annual limit under Code Section 401(a)(17).

17.11 Additional Limitation on Pension Benefits. Notwithstanding anything herein to the contrary:

(a) The normal retirement benefit or pension payable to a retiree who becomes a Member of the Plan and who has not previously participated in such Plan, on or after January 1, 1980, shall not exceed one hundred percent (100%) of average final compensation. However, nothing contained in this Article shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.

(b) No Member shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, U.S. Code.

PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | AUGUST 25, 2025 REGULAR MEETING

TITLE

The Learning Experience, SR 434/419 and Michael Blake Boulevard – Site/Final Engineering, Aesthetic Review, Waivers, Conditional Use Application, and Development Agreement.

SUMMARY

The development site consists of one lot, totaling 1.02 acres. The City Commission recently approved The Blake Commons plat, subject to conditions, which proposes to subdivide the 8.11-acre parent parcel. The Learning Experience is proposed to be located on Lot 3 of the Blake Commons plat. The Blake Commons plat has not yet been recorded as some minor comments from the surveyor remain to be addressed and the appropriate security letter (letter of credit) has not yet been received. However, it is anticipated that these items will be satisfied and the plat recorded prior to the City Commission hearing on this application. The development site is located at the northeast corner of S.R. 434 and Michael Blake Boulevard. The applicant is proposing an early-childhood day care center. Day cares are a conditional use in the Town Center District, Transect 5 (T5). The Learning Experience is proposing a 10,000 sf day care facility to address the child care needs of the City of Winter Springs and specifically the Town Center, which includes several residential developments. Tuskawilla Retail Partners II is responsible for constructing and installing all supporting infrastructure for this development, including grading, utility extensions, stormwater collection facilities, and the Sea Hawk Cove extension to serve the 1.02 acre development site for The Learning Experience, in accordance with the Final Engineering Plans approved by the City Commission for the Sea Hawk Cove Extension/The Blake Commons.

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the City Commission approve the Site/Final Engineering, Aesthetic Review, Waivers, Conditional Use Application, and Development Agreement, subject to the following conditions of approval:

1. Execution of the Development Agreement.
2. Illuminated wall signage located above the entrance to the building and facing Lot 4 of the Blake Commons plat must be turned off when the daycare facility is closed.
3. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.

PUBLIC HEARINGS AGENDA ITEM

CITY COMMISSION
MONDAY, AUGUST 25, 2025
REGULAR MEETING

TITLE

The Learning Experience, SR 434/419 and Michael Blake Boulevard – Site/Final Engineering, Aesthetic Review, Waivers, Conditional Use Application, and Development Agreement.

SUMMARY

The Community Development Department requests that the City Commission hold a Public Hearing to consider a Conditional Use Application, Site/Final Engineering, Aesthetic Review, Waivers, and Development Agreement regarding the applicant's request to establish a day care in the Town Center District, T5 Transect.

General Information			
Applicant	James Herbert, E.I. \ NV5		
Property Owner(s)	Tuskawilla Retail Partners II, LLC		
Location	East/Northeast of the intersection of State Road 434 and Michael Blake Blvd		
Tract Size	±1.02 Acres (subdivided from 8.11 Acres parent lot)		
Parcel ID Number	26-20-30-5AR-0A00-007L		
Zoning Designation	Town Center District, T-5 Transect		
FLUM Designation	Town Center District		
Adjacent Land Use	North: Seminole Crossing Townhomes East: Cross Seminole Trail		South: State Road 434 West: Vacant
Height	23'4", 1 story		
Setbacks	Front: 25 ft, minimum, 50 ft. maximum	Rear: 15 ft. minimum	Side: 5 ft. minimum, 100 ft. maximum
Development Standards	Lot Coverage 100%		
Development Permits	Not applicable		
Development Agreement	Pending; prior Development Agreements were with predecessor in interest, Winter Springs Holdings, Inc.,		

	recorded at ORB 8446, Page 1131, and First Modification at ORB 8852, Page 1719.
Code Enforcement	Not applicable
City Liens	Not applicable

Background Data:

The development site consists of one lot, totaling 1.02 acres. The City Commission recently approved The Blake Commons plat, subject to conditions, which proposes to subdivide the 8.11-acre parent parcel. The Learning Experience is proposed to be located on Lot 3 of the Blake Commons plat. The Blake Commons plat has not yet been recorded as some minor comments from the surveyor remain to be addressed and the appropriate security letter (letter of credit) has not yet been received. However, it is anticipated that these items will be satisfied and the plat recorded prior to the City Commission hearing on this application. The development site is located at the northeast corner of S.R. 434 and Michael Blake Boulevard. The applicant is proposing an early-childhood day care center. Day cares are a conditional use in the Town Center District, Transect 5 (T5). The Learning Experience is proposing a 10,000 sf day care facility to address the child care needs of the City of Winter Springs and specifically the Town Center, which includes several residential developments. Tuskawilla Retail Partners II is responsible for constructing and installing all supporting infrastructure for this development, including grading, utility extensions, stormwater collection facilities, and the Sea Hawk Cove extension to serve the 1.02 acre development site for The Learning Experience, in accordance with the Final Engineering Plans approved by the City Commission for the Sea Hawk Cove Extension/The Blake Commons.

Public Notices:

Notices were mailed to all owners of real property adjacent to and within approximately five-hundred (500) feet of the subject property and all Homeowner's Associations on file with the City of Winter on June 10, 2025.

A Community Workshop was held on June 18, 2025 at 7:00 PM at The Foundry Church. There were no objections raised at the Community Workshop regarding the proposed development. Please see (Figure "1") Community Workshop Flyer and (Figure "2") Community Workshop Attendance.

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 conditional use, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.

Analysis: Staff have found that the applicant's proposed day care use will be within the requirements of the Code. The proposed day care use will only operate during daytime hours and has sufficient landscape buffers to be aesthetically pleasing, provide safety to students, and block noise, odor, and other emissions. The Transportation Impact Analysis (Figure "7") estimates that the day care use will generate 476 daily trips, well below the 1500 threshold for providing public transportation accommodations. Additionally, the outdoor playground area is not adjacent to any future residential development, which will reduce potential noise impacts. The use is also compatible and harmonious with adjacent land uses as a commercial day care facility, providing child care services to Town Center residents and employees.

(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.

Analysis: Staff have found that the applicant demonstrated the size and shape of the site, access and internal circulation, and the design enhancements to be adequate to accommodate the proposed day care use. The site is able to accommodate the 10,000 sf building, landscape buffering and screening, off-street parking, and other improvements that will mitigate any adverse impacts of the day care use.

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

Analysis: Staff have found that the proposed day care use will have a beneficial impact on the local economy, providing day care services to local residents and workers, while also providing employment at the facility. Staff find that these impacts will improve property values by continuing to make Town Center a desirable place to live and work.

(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.

Analysis: Staff have found that the proposed use will have no adverse impact on the natural environment.

(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.

Analysis: Staff have found that the proposed use will have no adverse impact on historic, scenic, and cultural 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.

Analysis: Staff have found that the proposed use will have no adverse impact on public services.

(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.

Analysis: Staff have found that the Traffic Impact Analysis (Figure "7") provides a safe and efficient means of ingress and egress into and out of the neighborhood while adequately addressing the traffic flow from parents picking up and dropping off students.

(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.

Analysis: Staff have found that the use will have no impact on housing but will provide a positive impact on social conditions, improving the neighborhood quality by providing child care services convenient to neighborhoods in and adjoining the Town Center.

(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 sire elements.

Analysis: Staff have found that the proposed use avoids significant adverse impacts on the parcel and the surrounding neighborhood. Lights are either focused inward to the parcel or have the ability to turn off when the daycare is not in operation.

(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.

Analysis: Staff have found that the applicant has provided an acceptable security plan as part of the Emergency Plan that addresses the safety and security needs of the establishment, including the staff and students, and minimizes impact on the surrounding neighborhood. The Emergency Plan is confidential and exempt from public disclosure pursuant to Section 119.071(3)(a)2. of Florida Statutes.

(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.

Analysis: There will be no mass delivery of merchandise for this facility.

(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.

Analysis: Staff have found that the proposed day care use will utilize mitigative techniques including walls, landscape buffers, and more to reduce and prevent adverse impacts on adjacent and surrounding properties.

(13) If the proposed conditional use is a residential use, whether the elementary, middle and high schools (K—12) that will be initially assigned to the residential project by the school district at the time the city commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e.g., walking distance, travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing city of Winter Springs community in a sustainable manner.

Analysis: The proposed use is not a residential 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.

Analysis: The applicant has agreed to and is working on a binding development agreement with the City addressing terms and conditions deemed necessary by the City Commission.

Analysis of Final Engineering Plans (Sec. 20-33.1) Criteria:
The criteria for Final Engineering Plans are provided and analyzed below:

(a) Site and final engineering plans and the subdivision of land shall also be subject to the technical requirements set forth in Chapter 9 of the City Code. It is the intent of this section to apply to applications for site and final engineering plans and to any subdivision of land requiring a plat, if applicable, and does not include review and approval of a lot split application.

Please see the discussion below regarding technical requirements of Chapter 9. The Final Engineering Plans have been reviewed by the City's contract engineer, who concluded that the Plans satisfy the technical requirements. provided the conditions of approval set forth below are met.

(b) Except in situations involving one (1) single-family home, the Planning and Zoning Board shall be required to review all site and final engineering plan and subdivision of land applications and make a written recommendation to the city commission. Such recommendation shall include the reasons for the board's recommendation and show the board has considered the applicable criteria set forth in this section.

(c) Upon receipt of the planning and zoning board's recommendation, the city commission shall make a final decision on the application. If the city commission determines that the planning and zoning board has not made a recommendation on an application within a reasonable period of time, the city commission may, at its discretion, consider an application without the planning and zoning board's recommendation.

Except in situations involving one (1) single-family home, all site and final engineering plan and subdivision recommendations and final decisions shall be based on whether the site and final engineering plan and subdivision of land comply with all the technical requirements set forth in chapter 9 of the City Code and the following criteria to the extent applicable:

(1) Whether the applicant has demonstrated the site and final engineering plan and subdivision of land, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.

Analysis: Subject to the Conditions of Approval, Staff finds that the proposed Development is compatible and harmonious with adjacent land uses and will not adversely impact land use activities in the immediate vicinity. The height is within the limits of the Town Center District, T5 Transect as it does not exceed two stories.

(2) Whether the applicant has demonstrated the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the site and final engineering plan requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

Analysis: Staff finds that the Applicant has demonstrated that the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale, and intensity of the site and final engineering plan requested. The passage of the subdivision for Sea Hawk Cove, SUBD-2024-0009, has allowed for a site that will accommodate the 10,000 sf day care building and design amenities.

(3) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.

Analysis: Staff finds that the proposed site and final engineering plan and subdivision of land will not have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values. Rather, the construction of a day care facility so close to Town Center will help to meet the child care needs of families who live and work in the neighborhood. The applicant estimates that the construction of the day care will provide roughly 20 jobs and annual tax revenue of $30,000 (“Figure 9”).

(4) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.

Analysis: Staff finds that the proposed site and final engineering plan will not have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards. The project is located outside of the special flood hazard area.

(5) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on historic, scenic, and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

Analysis: The proposed site and final engineering plan will have no impact on historical resources. No additional scenic or cultural resources. Including scenic views or vistas, will be impacted by this site and final engineering plan.

(6) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.

Analysis: City Staff have reviewed this project from a planning and engineering perspective. Staff did not find any adverse impact on any of the public services listed above. The City Public Works Department has confirmed available water and sewer capacity.

(7) Whether the site and final engineering plan and subdivision of land, and related traffic report and plan provided by the applicant, details safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the immediate neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.

Analysis: Staff has reviewed the TIA, (Figure "7") and finds that the site and final engineering plan depicts 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 patterns for the neighborhood, and traffic flow through immediate intersections and arterials

(8) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.

Analysis: As a commercial project, the proposed site and final engineering plan will not have an adverse impact on the variety of housing unit types and prices. As for neighborhood quality, subject to the Conditions of Approval, the proposed site and final engineering plan development will not have an adverse impact on neighborhood quality.

(9) Whether the proposed site and final engineering plan and subdivision of land avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.

Analysis: Staff finds that proposed site and final engineering plan avoids significant adverse odor, emissions, noise, glare and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.

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

Analysis: The safety and security of the site was addressed in the applicant's Emergency Plan. It provides detailed procedures to address the safety for the children and staff in the event of a natural or human-caused emergency. Such procedures would have a minimal impact upon the neighborhood, if any.

(11) Whether the applicant has provided on the site and final engineering plan and subdivision of land an acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than twenty thousand (20,000) square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood, if applicable.

Analysis: Not applicable as the structure being constructed is only 10,000 sf and would not receive mass deliveries of merchandise.

(12) Whether the applicant has demonstrated that the site and final engineering plan and subdivision of land have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

Analysis: Staff finds that subject to the Conditions of Approval, the site and final engineering plans have been designed to incorporate mitigative techniques and plans needed to prevent the adverse impacts mentioned in the criteria on adjacent and surrounding uses and properties.

(13) If the proposed conditional use is a residential use, whether the elementary, middle and high schools (K—12) that will be initially assigned to the residential project by the school district at the time the city commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e.g., walking distance, travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing city of Winter Springs community in a sustainable manner.

Analysis: Not applicable as this is not a residential development.

(14) Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code.

Analysis: The applicant has agreed to and is working on a binding development agreement with the City addressing terms and conditions deemed necessary by the City Commission.

Water and Sewer: Public Works & Utilities Department Staff have confirmed that sufficient water and sewer capacity exists for this project.

Stormwater:
Not applicable for this project as no drainage was proposed for this project. The infrastructure included for the development will tie into the existing stormwater pond. That stormwater system will be private and subject to the Declaration of Conditions, Covenants, Easements, and Restrictions as recorded in the Official Records of Seminole County (ORSC), Book 8871, Page 98, as amended by the First Amendment to the same, as recorded in ORSC, Book 8964, Page 1579. These documents govern the maintenance and cost allocations among properties in the Town Center.

Transportation:
The applicant has provided a Traffic Impact Analysis (Figure "7"), which has been reviewed by City staff. It was Staff's finding that sufficient roadway capacity exists for this project. The project will not cause the impacted roadway segments to exceed their adopted level of service (LOS) under the Comprehensive Plan.

Parking:
The Town Center does not have minimum required parking standards, however, the applicant provided documentation (Figure "8") that the day care will offer a total of forty-two (42) spaces, thirty (30) for full and part-time staff and twelve (12) for pick-up and drop-off.

Aesthetic Review:

Pursuant to Section 9-603, which sets forth guidelines and minimum standards for Aesthetic Review packages, staff have utilized the criteria below in Section 9-603 to determine the following. The attached Aesthetic Review package (Figures 10, 11, and 18) includes all of the submittal requirements for aesthetic review as set forth in Section 9-600 through 9-607 and include the following: (a) a site plan; (b) elevations illustration all sides of structures facing public streets or spaces; (c) illustrations of all walls, fences, and other accessory structures and the indication of height and their associated materials; (d) elevation of proposed exterior permanent signs or other constructed elements other than habitable space, if any; (e) illustrations of materials, texture, and colors to be used on all buildings, accessory structures, exterior signs; and (f) other architectural and engineering data as may be required. The procedures for review and approval are set forth in Section 9-603.

Aesthetic Review	
1.	The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the project, surrounding area and cultural character of the community. **Analysis:** Staff finds that subject to the approval of the physical landscaping/streetscaping within the area 27-foot area depicted within the

	streetscape waiver request, all architectural and landscaping elements are coordinated in a harmonious manner relevant to the particular proposal, the surrounding area, and cultural character of the community.
2.	The plans for the proposed project are in harmony with any future development which has been formally approved by the city within the surrounding area. **Analysis:** Staff finds that subject to the Conditions of Approval, the plans for the proposed project are in harmony with the Town Center District Code.
3.	The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance: a. Front or side elevations; b. Size and arrangement of elevation facing the street, including reverse arrangement; or c. Other significant features of design such as, but not limited to materials, roof line, hardscape improvements, and height or design elements. **Analysis:** The plans for this project are not excessively similar or dissimilar to other projects within 500 feet of the proposed project. The day care has sought a waiver to have its front façade facing interior to the site while maintaining an aesthetically pleasing rear façade facing SR 434.
4.	The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community. **Analysis:** As previously mentioned, the project has been reviewed under the Town Center District Code standards, ensuring conformance with the high standard of development for Town Center. The streetscape design has a waiver from the width requirements of Town Center standards that staff approved and the approved layout will further enhance the aesthetic impact of the project as compatible with other developments along SR 434.
5.	The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, wrought iron, columns and piers, porches, arches, planting areas, display windows, and other distinctive design features detailing and promoting the character of the community.

	Analysis: The project significantly meets the standards, with the building's primary exterior consisting of stucco material and painted in earth tones with some bright colors for the day care's sign and decorative toy blocks on the front façade facing interior to the lot. The rear façade facing SR 434 does not include the blocks and has landscaping between the roadway and the building to soften the appearance of the structure.

Reports:
The Final Engineering submittal is required to include the following reports or updates of previously prepared reports for the same property.

Reports	
September 16, 2024	Environmental Report (Figure 5)
September 16, 2024	Geotechnical Report (Figure 6)
June 6, 2025	Transportation Impact Analysis (Figure 7)

Procedural History:	
April 7, 2024	Pre-Application Meeting
June 18, 2025	Community Workshop
August 7, 2025	Planning & Zoning Board | Recommendation on Site/Final Engineering, Aesthetic Review, Waivers, Conditional Use Application, and Development Agreement.
August 25, 2025	City Commission | Hearing on Final Engineering Site/Final Engineering, Aesthetic Review, Waivers, Conditional Use Application, and Development Agreement.

Waiver Review: Pursuant to Section 20-34, Any real property owner may file a waiver application requesting a waiver(s) for their real property from any term and condition of this chapter (except from the list of permitted, conditional and prohibited uses set forth in any zoning district category). The Planning and Zoning Board shall be required to review all waiver applications and make a written recommendation to the City Commission. Such recommendation shall include the reasons for the board's recommendation and show the board has considered the applicable waiver criteria set forth and analyzed below. Upon receipt of the Planning and Zoning board's recommendation, the city

commission shall make a final decision on the application. If the city commission determines that the planning and zoning board has not made a recommendation on an application within a reasonable period, the city commission may, at its discretion, consider an application without the planning and zoning board's recommendation.

Waiver I: A waiver to allow The Learning Experience to be located at a setback of 15' from the right-of-way of SR 434 in lieu of the 25' minimum setback.

Waiver Review	
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant demonstrated that the 25' setback requirement creates an impractical result in that it would not permit the lot to meet other requirements for fire access when coupled with the need to include a 10,000 sf building and necessary parking for staff and customers. The difference in ten feet (10') allows the applicant to provide enough width for the drive aisles as well as the building and the parking.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan. **Analysis:** Staff find that the proposed setback adjustment is substantially compliant with the Town Center setback standards as it will place the building closer to the street and is in compliance with the comprehensive plan.
3.	The proposed development plan will significantly enhance real property. **Analysis:** Staff find that the proposed site plan will significantly enhance the real property by allowing for the building to meet all necessary access and parking for the proposed use. By providing a day care service in the Town Center, the convenience of quality child care will provide a draw for employees to the Town Center as well as new residents who want a day care close to home. Bringing the rear of the building closer to the street will not adversely impact the ability to provide a 27' landscape buffer in compliance with the Code.
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the construction of The Learning Experience will serve the public health, safety, and welfare of area residents. While the applicant has provided information about how the pick-up and drop-off arrangement for students will affect internal traffic and traffic along Sea Hawk Cove, the reduction in the rear setback should have no noticeable adverse effect on public health and safety while the provision of new child care options will be a benefit to the public welfare.

5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. **Analysis:** Staff find that the waiver will not diminish property values or the essential character of the surrounding neighborhood. The Town Center is meant to be a mixed-use of commercial and residential to serve residents and visitors. The construction of The Learning Experience will enhance property values and the applicant has proposed that The Learning Experience could add $30,000 in tax revenues each year. Further, the essential character will be enhanced by increasing child care options in Town Center and efforts the applicant has made to adjust the architecture of the building so that the rear façade is aesthetically pleasing negate the adverse effects of not following the Code to have the front façade facing SR 434
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. **Analysis:** Staff find that the waiver is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. The design helps to meet the associated requirements of the use while still meeting the intent of the ordinance. A reduction in the rear setback helps to bring the building closer to SR 434 as required by the Code for Town Center buildings while preserving the applicant's need for an inward-facing building to serve the traffic and pedestrian needs of students, parents, and staff.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the site plan is substantially compatible with the surrounding Sea Hawk Cove development and with the Town Center. The applicant developed this parcel with The Learning Experience in mind as one of the future businesses occupying the parent parcel, along with a coffee shop, and townhomes. The Learning Experience has also taken steps to mitigate less-compatible elements of its design by ensuring the that the proposed change in building orientation and reduction of the rear setback will be offset by significant landscaping and a building design that
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The Applicant is working on and has agreed to a binding Development Agreement to incorporate terms and conditions deemed necessary by the City Commission.

Waiver II: A waiver to allow the rear façade of The Learning Experience to face SR 434 in lieu of the front façade.

Waiver Review	
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant clearly demonstrates that the applicable conditions create an illogical, impossible, impractical, or patently unreasonable result as customer access for the day care needs to be facing inward to permit the pickup and drop off for parents and students. Not allowing this change would result in potential danger to motorists and traffic congestion along SR 434 as a front-facing building would require parents to access from SR 424, which could create traffic delays. Additionally, the Code does not allow for parking between the building and SR 434, necessitating the parking lot and driveways to be interior to the lot
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan. **Analysis:** Staff find that the reorientation of the building is substantially compliant with the Code requirements and the desired goals for the Town Center as described in the comprehensive plan. The design of the building is such that it will still present an aesthetically pleasing view to passing motorists as it will contain similar elements to a front façade such as cornices, windows, a multi-tier façade, and a wall sign for The Learning Experience Such design elements mirror the front façade that will be facing internally
3.	The proposed development plan will significantly enhance the real property. **Analysis:** Staff find that the proposed site plan may not significantly enhance the real property with its rear-facing building; however, the presence of a quality day care service will enhance the value of surrounding property and provide families who live and work near Town Center with quality child care.
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the plan services the public health, safety, and welfare. The building's front façade being oriented towards the interior of the parcel will enable motorists to enter the day care parking lot from Sea Hawk Cove rather than from SR 434, preventing traffic issues that could result from drop-off and pick-up of students during peak traffic hours. As such, a rear-facing building reduces the potential for traffic accidents and increases the safety of motorists and pedestrians.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood.

	Analysis: Staff find that the waiver will not diminish property values or the essential character of the surrounding neighborhood. The Town Center is meant to be a mixed-use of commercial and residential to serve residents and visitors. The street-facing facade of the building, as mentioned previously, will still contain architectural elements that will be harmonious with existing structures along SR 434. The construction of The Learning Experience will also enhance property values and the essential character of the Town Center by increasing child care options.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. **Analysis:** Staff find that the waiver is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. The design helps to meet the associated requirements of the use while still meeting the intent of the ordinance. Were the front façade oriented to the side, it would not leave enough available space for parking and drive aisles and would also prevent the parcel from meeting the streetscape requirements. Flipping the facades is far less intrusive while still meeting the day care's needs.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the proposed development plan is compatible and harmonious with the surrounding neighborhood. While the orientation of the building for the Town Center is not ideal, its design includes elements that mitigate the reorientation and help the rear façade mirror other buildings in the Town Center. Additionally, the building itself will accommodate a use that is desirable for the Town Center and the change has been mitigated by ensuring a pleasant façade facing SR 434.
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The Applicant is working on and has agreed to a binding Development Agreement to incorporate terms and conditions deemed necessary by the City Commission.

Waiver III: A waiver to allow variations in the streetscape width and sequencing requirements for The Learning Experience, consisting of a 7.5' landscape and treescape area adjacent to the SR 434 right-of-way, a 6' sidewalk, and a 13.5' landscape area adjacent to the building.

Waiver Review

1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant clearly demonstrates that the applicable conditions create an illogical, impossible, impractical, or patently unreasonable result related to the Town Center streetscape requirements. The applicant has discussed the streetscape with FDOT and both parties prefer the existing landscape and sidewalk placement along SR 434. Additionally, maintaining the existing dimensions would be in keeping with adjacent parcels, which also sought waivers for the landscaping designs
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan. **Analysis:** Staff find that the variations in the streetscape section widths are substantially compliant with the Code requirements and the desired goals for the Town Center as described in the Comprehensive Plan. The streetscape maintains the 27' overall width as required by the ordinance while adjusting the sections to be harmonious with the streetscapes on adjacent parcels.
3.	The proposed development plan will significantly enhance the real property. **Analysis:** Staff find that the proposed variations on the streetscape will significantly enhance the real property by enhancing the overall appearance of the streetscape. The applicant is proposing a number of canopy trees and shrubs beyond what is required that will improve the aesthetic value of the property .
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the plan services the public health, safety, and welfare. The proposed streetscape will increase the quality of life for residents and visitors by maintaining the current path and providing a more aesthetically pleasing walkway. The increased number of trees along SR 424 will protect pedestrians along the sidewalk.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. **Analysis:** Staff find that the waiver will not diminish property values or the essential character of the surrounding neighborhood. The proposed waiver does not affect the location of the sidewalk along SR 434 and if anything, enhances the aesthetics of the lot, thereby increasing property values and being more in-keeping with the character of the neighborhood.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter.

	Analysis: Staff find that this waiver eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable conditions in the Code. The proposed waiver keeps the current landscape and sidewalk widths so as to be harmonious with the existing streetscape on adjacent parcels. The total required width of the streetscape as required by the Code will be unaffected.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the proposed development plan is compatible and harmonious with the surrounding neighborhood. While the widths of each section as proposed are not within the Code, they are compatible with the streetscape for the adjacent parcels and the amount of both canopy trees, shrubs, and plantings will result in a harmonious landscape for the surrounding neighborhood.
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The Applicant is working on and has agreed to a binding Development Agreement to incorporate terms and conditions deemed necessary by the City Commission.

Applicable Law, Public Policy, and Events:

Florida Statutes 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan).
Home Rule Powers
Code of Ordinances City of Winter Springs.
Section 20-1. Definitions.

Fiscal Impact:

The Fiscal Impact Report shall be reviewed and approved prior to the project being heard before the City Commission.

Development Agreement:

The Applicant is currently working with the City Attorney on the Development Agreement for the project. The Development Agreement shall be executed prior to any work on the project covered within this document.

STAFF RECOMMENDATION

Staff recommends that the City Commission approve the Site/Final Engineering, Aesthetic Review, Waivers, Conditional Use Application, and Development Agreement, subject to the following conditions of approval:

1. Execution of the Development Agreement.
2. Illuminated wall signage located above the entrance to the building and facing Lot 4 of the Blake Commons plat must be turned off when the daycare facility is closed.
3. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.

Attachments:

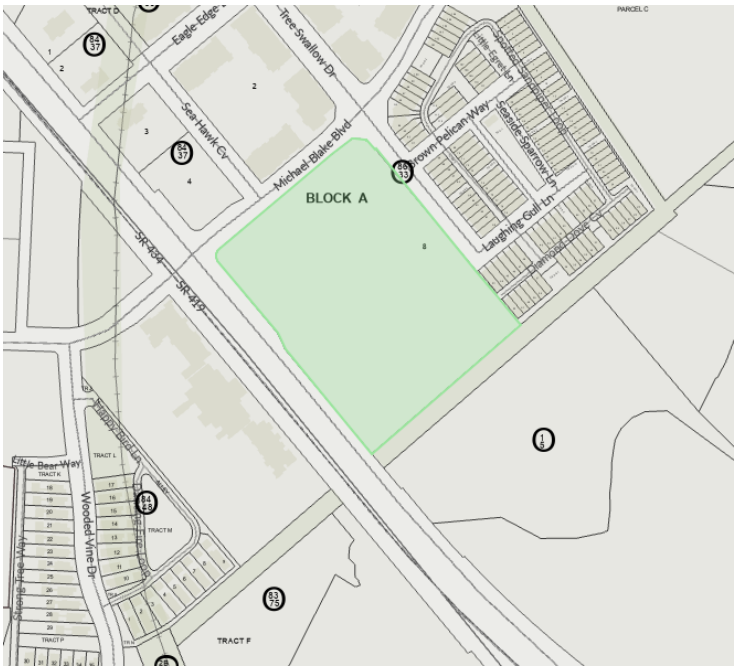
Figure "1" – Community Workshop Flyer
Figure "2" – Community Workshop Attendance Sheet
Figure "3" – The Learning Experience Site Plan
Figure "4" – Dumpster Site Plan
Figure "5 " – Environmental Report
Figure "6" – Geotechnical Report
Figure "7" – Traffic Impact Analysis
Exhibit "8" – Parking Letter
Exhibit "9" – Economic Impact Analysis
Exhibit "10" – Architectural Elevations
Exhibit "11" – Architectural Renderings
Exhibit "12" – Setback Waiver Description
Exhibit "13" – Building Orientation Waiver Description
Exhibit "14" – Streetscape Waiver Description
Exhibit "15" – Conditional Use Justification
Exhibit "16" – Development Agreement
Exhibit "17" – Site Plan Application
Exhibit "18" – Architectural Review Application
Exhibit "19" – Development Agreement Application
Exhibit "20" – Setback Waiver Application
Exhibit "21" – Building Orientation Waiver Application
Exhibit "22" – Streetscape Waiver Application
Exhibit "23" – Conditional Use Application

COMMUNITY WORKSHOP

Date: June 18, 2025 @ 7:00 P.M.

Location: The Foundry Church – Classroom 5
1491 E. State Road 434, Winter Springs, FL 32708

Community Workshop to consider construction of The Learning Experience daycare in a new 10,000 square foot building.



Project: The Learning Experience

Location: SE corner of E. State Road 434 and Michael Blake Blvd.
Parcel ID: 26-20-30-5AR-0A00-007L
Acreage: ± 1.02-acre project (±8.11-acre parcel)
Zoning: Town Center District (T5)
Future Land Use: Town Center (TC)
Applicant/Presenter: James Herbert, Project Engineer, NV5

COMMUNITY WORKSHOP SIGN-IN SHEET

PROJECT NAME: The Learning Experience

MEETING LOCATION & DATE: The Foundry Church (Classroom #5) - June 18, 2025

NAME	MAILING ADDRESS (STREET, CITY, ZIP)	E-MAIL ADDRESS
1. Richard Rieper	2430 Enterprise Rd Ste 201 Clearwater, FL 33763	RRieper@kwquality.com
2. LEI XU	1126 E State Road 434, Winter Spgs, FL, 32708	LXU@winterspringsFL.org
3. Jenada Garrett	1126 E SR 434 "City of Winter Springs"	jgarrett@winterspringsfl.org
4. Connor Truby	11750 College Park Tr., Apt A, Bldg 14	connor.truby@nv5.com
5. James Herbert	" " "	james.herbert@nv5.com
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PARCEL ID #: 26-20-30-5AR-0A00-007L

THE LEARNING EXPERIENCE

AT

SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA

SITE UTILITY NOTES:

1. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. CONTRACTOR SHALL NOTIFY THE PROPER UTILITIES AUTHORITIES 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
3. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
   8" PVC SDR35 PER ASTM D3034, FOR PIPES LESS THAN 10' DEEP
   8" PVC SDR26 PER ASTM D3034, FOR PIPES MORE THAN 10' DEEP
   6" PVC SDR35 PER ASTM D3034
   DUCTILE IRON PIPE PER AWWA C150
4. WATER LINES SHALL BE AS FOLLOWS, UNLESS OTHERWISE DEPICTED ON PLANS:
   6" AND LARGER, PVC C-900 PER ASTM D2241
   CLASS 200 UNDER PUBLIC ROADS, OTHERWISE CLASS 150
   6" AND LARGER DUCTILE IRON PIPE PER AWWA C150
   SMALLER THAN 6" EITHER COPPER TUBE TYPE "L" (SOFT) PER ANSI 816.22
   OR PVC, 200 P.S.I., PER ASTM D1784 and D2241.
5. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
6. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3'-0" COVER ON ALL WATERLINES AND SANITARY SEWER.
7. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BY CITY OF WINTER SPRINGS PUBLIC WORKS BEFORE BACKFILLING.
8. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS, AND TO BE SIX INCHES ABOVE UNPAVED GROUND ELEVATIONS WITH WATER TIGHT LIDS.
9. EXISTING UTILITIES HAVE BEEN FIELD VERIFIED, HOWEVER, EXISTING UTILITIES SHALL BE RE-VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES. THE EXISTING SANITARY SEWER SIZE, LOCATION, AND ELEVATION SHALL BE VERIFIED PRIOR TO CONSTRUCTION AND DEPICTED ON THESE PLANS.
10. REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
11. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
12. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
13. ALL WATER JOINTS ARE TO BE MECHANICAL RESTRAINED JOINTS.
14. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT LEAST 10 FEET ON BOTH SIDES OF CROSSING, THE WATER LINE SHALL HAVE MECHANICAL RESTRAINED JOINTS AS REQUIRED TO PROVIDE A MINIMUM OF 18" CLEARANCE. MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
15. ALL SANITARY LATERALS (LESS THAN 6" DIAMETER) SHALL BE SLOPED AT A MINIMUM OF 1.00%.
16. CONTRACTOR SHALL TURN OFF THE CORPORATION STOPS AT THE METERS FOR ALL WATER SERVICES THAT ARE TO BE REMOVED.
17. WHEN ANY ROOTS OF EXISTING TREES ARE ENCOUNTERED DURING LAND CLEARING AND/OR GRADING OF THE SITE THE ROOTS MUST BE CUT OFF EVENLY WITH CLEAN SHARP PRUNING TOOLS. CONTRACTOR SHALL MINIMIZE DAMAGE TO TREE ROOT SYSTEM.
18. A MINIMUM OF 5 FT SEPARATION SHALL BE PROVIDED BETWEEN THE UNDERGROUND UTILITIES AND ANY PROPOSED LARGE CANOPY TREES.
19. PRIVATE DEDICATED UNDERGROUND FIRE MAINS AND FIRE HYDRANTS MUST BE INSTALLED BY A LICENSED FIRE CONTRACTOR CLASS I, II, III, IV. COMBINATION FIRE MAINS (SHARED DOMESTIC AND FIRE PROTECTION SERVICE) AND FIRE HYDRANTS UP TO THE DEDICATED FIRE PROTECTION SYSTEM "POINT OF SERVICE" CAN BE INSTALLED BY A LICENSED UNDERGROUND UTILITY /EXCAVATION CONTRACTOR, GENERAL CONTRACTOR, OR PLUMBING CONTRACTOR.
20. UNDERGROUND FIRE MAINS WILL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 24-2025 EDITION. STANDARDS FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES.
21. IN PAVED AREAS, ALL CLEANOUT COVERS SHALL BE TRAFFIC RATED.

SITE GRADING NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. ALL CUT OR FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
4. PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
5. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
6. STORM PIPE SHALL BE PER MASTER SITE SPECIFICATIONS SECTION 02630.
7. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
8. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
10. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
11. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
12. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
13. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
14. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
15. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.
16. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYOR CONSULTANT. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
17. ALL EXISTING MANHOLE RIMS TO BE FLUSH WITH FINISHED GRADE. CONTRACTOR TO INSTALL MANHOLE RISERS OR ADJUST EXISTING FRAMES AS NECESSARY.
18. EXISTING GRATE ELEVATIONS TO REMAIN. WHERE PAVEMENT OVERLAY IS TO BE PLACED, FEATHER OVERLAY TO MATCH EXISTING GRATE ELEVATION TO FORM A SMOOTH TRANSITION.
19. SPOT ELEVATIONS ADJACENT TO CURBS REPRESENT EDGE OF PAVEMENT ELEVATIONS, TOP OF CURB SHOULD BE CONSIDERED 6" HIGHER.
20. CONTRACTOR TO MATCH EXISTING GRADE AT LIMITS OF DISTURBANCE, AS DEPICTED ON SWPPP SITE MAPS
21. STRIP THE SURFICIAL ORGANIC SANDS AND IMPORT A MINIMUM OF 2 FEET OF PRE-APPROVED ENGINEERED FILL WITHIN THE LIMITS OF PROPOSED BUILDING FOUNDATIONS AND PAVEMENT.
22. AFTER STRIPPING IS COMPLETE, THE EXPOSED SUBGRADE SHALL BE OBSERVED, TESTED AND PROOF-ROLLED WITH A MINIMUM OF 10 PASSES WITH A HEAVY VIBRATORY ROLLER IN PERPENDICULAR DIRECTIONS.
23. FILL SHALL BE COMPACTED IN LIFTS NO THICKER THAN 9 TO 12 INCHES IN LOOSE THICKNESS, WITH EACH LIFT COMPACTED TO AT LEAST 95 PERCENT OF THE SOILS MODIFIED PROCTOR DRY DENSITY, (ASTM D-1557), AT A DEPTH OF 1 FOOT BELOW THE COMPACTED SURFACE, AS DETERMINED BY IN-PLACE DENSITY TESTS.
24. FILL SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIAL'S MAXIMUM MODIFIED PROCTOR DRY DENSITY
25. IMPORTED FILL OR BACKFILL SHOULD CONSIST OF FINE SAND WITH LESS THAN 15 PERCENT PASSING THE NO. 200 SIEVE, FREE OF RUBBLE, ORGANICS, CLAY, DEBRIS, AND OTHER UNSUITABLE MATERIAL.
26. MOISTURE CONTENT OF THE FILL SHALL BE WITH IN +/-2 PERCENT OF OPTIMUM MOISTURE CONTENT AS ESTABLISHED IN ASTM D-1557.
27. ONE FIELD DENSITY TEST SHALL BE CONDUCTED PER 2,500 SQUARE FEET (OR FRACTION THEREOF) PER LIFT, IN THE BUILDING AREA, 1 TEST PER 5,000 SQUARE FEET IN PAVEMENT AREAS.
28. ALTHOUGH THE EXPOSED SUBGRADE IS ANTICIPATED TO BE RELATIVELY STABLE UPON INITIAL EXPOSURE, UNSTABLE SUBGRADE CONDITIONS COULD DEVELOP DURING GENERAL CONSTRUCTION OPERATIONS IF THE SOILS ARE WETTED AND/OR SUBJECTED TO REPETITIVE CONSTRUCTION TRAFFIC.
29. LANDSCAPED AREAS BETWEEN RESIDENTIAL BUILDINGS AND SIDEWALKS ALONG PUBLIC ROADS SHALL BE SLOPED SUCH THAT THE EXPOSED FOOTER OF THE BUILDING IS A MINIMUM OF 1 FOOT AND MAXIMUM OF 2.5 FEET.

SITE PLAN NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY OF WINTER SPRINGS REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, ETC., PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SEE 02900 SPECIFICATION.
4. ALL ISLANDS WITH CURB & GUTTER SHALL BE LANDSCAPED, UNLESS OTHERWISE NOTED. THOSE ISLANDS ARE TO HAVE CONC. CURB.
5. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE MODIFIED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
8. THE SITE WORK FOR THE PROJECT SHALL MEET OR EXCEED THE "SITE SPECIFIC SPECIFICATIONS".
9. LIGHTING ELECTRICAL PLANS TO BE PROVIDED BY DUKE ENERGY.
10. ALL SIGNAGE AND STRIPING TO BE INSTALLED IN ACCORDANCE WITH MUTCD (LATEST EDITION) STANDARDS AND SPECIFICATIONS.
11. ALL CONSTRUCTION DUMPSTERS TO BE WASTE PRO, NO EXCEPTIONS.
12. NO ONSITE BURNING IS ALLOWED AT ANY TIME.
13. ALL ORGANIC OR OTHER UNSUITABLE MATERIALS MUST BE HAULED OFF THE SITE AND PROPERLY DISPOSED.
14. PAYMENT OF THE 1% SITE INSPECTION FEE IS DUE PRIOR TO BREAKING GROUND. FEE IS 1% OF THE TOTAL SITEWORK CONSTRUCTION COST, NOT INCLUDING ITEMS COVERED BY A BUILDING PERMIT.
15. PROVIDE A VIDEO INSPECTION OF ALL SANITARY SEWER MAINS, SANITARY SEWER LATERALS, AND ALL STORMWATER PIPES. PROVIDE THE CITY WITH A DVD COPY OF ALL VIDEO INSPECTIONS.
16. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH 2017 DESIGN STANDARDS, 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND 2010 UTILITY ACCOMMODATION MANUAL.
17. ALL CONSTRUCTION METHODS AND MATERIALS SHALL COMPLY WITH THE LATEST EDITIONS OF THE DESIGN STANDARDS, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE UTILITY ACCOMMODATION MANUAL (UAM).
18. ALL R/W DISTURBED BY THIS WORK SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER AND IN ACCORDANCE TO APPLICABLE FDOT SPECIFICATIONS. ALL DISTURBED AREAS MUST BE SODDED, MATCHING EXISTING GRASS TYPE.
19. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR/SUBCONTRACTOR AT HIS SOLE EXPENSE AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN THE TIME OF THE CONTRACT.
20. FDOT ITS: NON-LOCATED / UNMARKED FDOT ITS FACILITIES, INCLUDING FIBER OPTIC COMMUNICATION AND TRAFFIC CONTROL SIGNAL LOOPS/DEVICES, MAY EXIST WITHIN THE PROJECT LIMITS; MAKE TEMPORARY REPAIRS TO ANY DAMAGE TO A FACILITY WITHIN FOUR (4) HOURS OF THE OCCURRENCE. IF ASSISTANCE IS REQUIRED REGARDING ITS FACILITIES, CONTACT THE FDOT TRAFFIC OPERATIONS ITS MANAGER AT (386) 943-5000.

GEOTECHNICAL DATA:

1. SITE PREPARATION FOR CONSTRUCTION SHOULD CONSIST OF REMOVAL OF ALL EXISTING STRUCTURES, FOUNDATIONS, PAVEMENTS, UNDERGROUND UTILITIES, LANDSCAPE, AND OTHER DELETERIOUS MATERIALS WITHIN PROPOSED BUILDING AND PAVEMENT, FOOTPRINTS. ANY VOIDS CREATED BY THE REMOVAL OF THESE DELETERIOUS MATERIALS SHOULD BE PROPERLY BACKFILLED.
2. SITE PREPARATION RECOMMENDED ABOVE SHOULD INCLUDE THE PLANNED STRUCTURE AND PAVEMENT FOOTPRINTS PLUS A FIVE-FOOT PERIMETER.
3. FILL SOILS SHOULD CONSIST OF EITHER INORGANIC, NON-PLASTIC SAND HAVING LESS THAN 12% MATERIAL PASSING THE NO. 200 SIEVE. IN PARTICULAR, FILL SOILS PLACED WITHIN THE UPPER 12 INCHES OF THE SUBGRADE OF BUILDING GRADE SLABS ON GRADE SHOULD CONSIST OF EITHER SAND WITH LESS THAN 10% PASSING THE NUMBER 200 SIEVE.
4. REPRESENTATIVE SAMPLES OF THE FILL SOILS SHOULD BE COLLECTED FOR CLASSIFICATION AND COMPACTION TESTING. THE MAXIMUM DRY DENSITY, OPTIMUM MOISTURE CONTENT, GRADATION, AND PLASTICITY SHOULD BE DETERMINED. THESE TESTS ARE NEEDED FOR QUALITY CONTROL OF THE COMPACTED FILL.
5. FILL SOILS SHOULD BE PLACED WITH LOOSE LIFT THICKNESSES OF NOT MORE THAN 12 INCHES, MOISTURE-CONDITIONED TO WITHIN THREE (3) PERCENT OF THE OPTIMUM MOISTURE CONTENT BASED ON ASTM D-1557 AND COMPACTED TO A MINIMUM OF 95 PERCENT RELATIVE COMPACTION. ONE TEST SHOULD BE PERFORMED FOR EACH 2,500 SQUARE FEET OF FILL AREA PER LIFT OF FILL SOIL. IF DURING THE COMPACTION PROCESS FILL SHOWS EVIDENCE OF YIELDING UNDER THE WEIGHT OF THE ROLLER, IT SHOULD BE SCARIFIED AND RE-COMPACTED, OR REMOVED AND REPLACED WITH FILL.
6. VIBRATIONS PRODUCED BY THE OPERATION OF THE COMPACTOR SHOULD BE MONITORED FOR POTENTIAL ADVERSE EFFECTS ON ADJACENT EXISTING STRUCTURES, PAVEMENTS, AND UTILITIES. IF NEARBY STRUCTURES WILL BE AFFECTED BY THE VIBRATION OF THE COMPACTOR, THE COMPACTION PROCEDURE MAY REQUIRE MODIFICATION AS APPROVED BY THE GEOTECHNICAL ENGINEER.
7. FINAL SURROUNDING GRADES SHOULD BE SLOPED AWAY FROM THE STRUCTURE ON ALL SIDES TO PREVENT PONDING OF WATER. ROOF DRAINAGE SHOULD DISCHARGE TO THE STORMWATER SYSTEM OR A MINIMUM OF 10 FEET BEYOND THE FOOTPRINT OF THE PROPOSED STRUCTURES WHERE THERE ARE PERVIOUS SURFACES. SITE GRADES SHOULD BE SET CONSIDERING THE ESTIMATED SEASONAL HIGH GROUNDWATER.

LEGAL DESCRIPTION:

(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024)

PARCEL A (DESCRIPTION PROVIDED BY SURVEYOR)

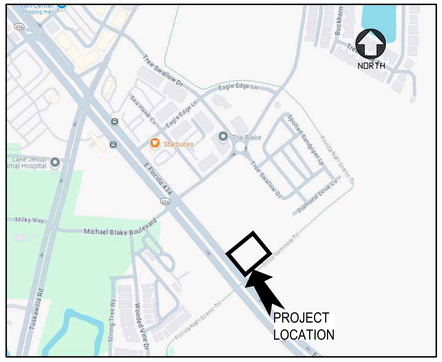
A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.14 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE N50°31'58"W, ALONG SAID NORTHWESTERLY BOUNDARY, A DISTANCE OF 231.33 FEET; THENCE N38°28'33"W, A DISTANCE OF 188.71 FEET; THENCE S51°37'48"W, A DISTANCE OF 232.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.015 ACRES, MORE OR LESS.

DEVELOPER
RICHARD KERPER
KW PARTNERS, LLC
2420 ENTERPRISE ROAD SUITE 201
CLEARWATER, FL 33763

ENGINEER APPLICANT
NV5, INC.
6200 LEE VISTA BLVD.
ORLANDO, FL 32822
FRANKLIN A. PORTER, P.E.
407-896-3317



VICINITY MAP
NTS



AERIAL PHOTO
NTS

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE	REVISION 1 03/11/25	REVISION 2 05/23/25	REVISION 3 06/18/25	REVISION 4 07/11/25	REVISION 5 07/31/25
C01.0	COVER SHEET	X	X	X	X	X
C02.0	SWPPP PHASE 1 PLAN	X				
C03.0	SWPPP PHASE 2 PLAN	X				
C04.0	SWPPP DETAILS AND NOTES					
C05.0	SITE PLAN	X	X	X		X
C06.0	GRADING PLAN	X	X	X	X	X
C07.0	UTILITY PLAN	X	X			
C08.0	WATER DETAILS					
C09.0	SANITARY SEWER DETAILS					
C10.0	GENERAL DETAIL SHEET 1					
C11.0	GENERAL DETAIL SHEET 2					X
C12.0	FIRE TRUCK ACCESS PLAN					
C13.0	OVERALL DEVELOPMENT PLAN		X			
1 OF 2	BOUNDARY AND TOPO, SURVEY	X				
2 OF 2	BOUNDARY AND TOPO, SURVEY	X				
L-1	LANDSCAPE PLAN	X	X			

MASTER SPECIFCATIONS UNDER SEPERATE COVER AVAILABLE UPON REQUEST

TREE REMOVAL COORDINATED UNDER SEPARATE PERMIT

JURISDICTION / UTILITIES

SITEWORK CONSTRUCTION
CITY OF WINTER SPRINGS, FLORIDA
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
407-327-8979

WATER MANAGEMENT:
ST. JOHNS RIVER WATER MAN. DISTRICT
2501 S. BINION RD
APOPKA, FLORIDA 32703
407-695-4800

WATER
CITY OF WINTER SPRINGS, FLORIDA
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
407-327-8979

WASTEWATER
CITY OF WINTER SPRINGS, FLORIDA
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708
407-327-8979

ELECTRIC:
DUKE ENERGY
2801 WEST STATE ROAD 426
OVIEDO, FLORIDA 32765
800-700-8744

CONSULTANTS

CIVIL ENGINEER:
NV5, INC.
6200 LEE VISTA BLVD.
ORLANDO, FLORIDA 32822
FRANK A. PORTER, P.E.
407-896-3317

SURVEYOR:
CHW, INC., AN NV5 COMPANY
2100 SE 17TH STREET, UNIT 802
OCALA, FLORIDA 34471
CLINTON N. RICKNER, PSM
352-414-4621

ARCHITECT:
ARC3 ARCHITECTURE, INC.
6699 13TH AVENUE NORTH, SUITE 4A
ST. PETERSBURG, FLORIDA 33710
STEVEN J. VINCI, AIA
727-381-5220

LANDSCAPE:
J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
5621 REVELWOOD LOOP
WINTER PARK, FLORIDA 32792
J. SCOTT LIBERTY
407-719-2124

GEOTECH:
NV5, INC
6200 LEE VISTA BLVD.
ORLANDO, FLORIDA 32822
JAMES R. HILL, III, P.E., S.I.
407-275-5120

This item has been electronically signed and sealed by Franklin Porter, PE on the date adjacent to the seal using a SHA authentication code.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

FRANKLIN A. PORTER LICENSE No 69092 Digitally signed by Franklin A Porter Date: 2025.08.01 01:38:19-04'00' STATE OF FLORIDA PROFESSIONAL ENGINEER

JOB #: 24056.20 | PRJ. MGR: FAP | DESIGNER: SCK | CHECKED: JPM

NO.	DATE	REVISIONS
1	07/31/25	ADD BICYCLE RACK PER CITY REQUEST
2	07/11/25	GRADING PLAN SHEET REVISIONS
3	06/18/25	SITE PLAN REVIEW COMMENTS
4	05/22/25	SITE PLAN REVIEW COMMENTS
5	03/11/25	SITE PLAN REVIEW COMMENTS

THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

Jul 31, 2025 - 9:49pm

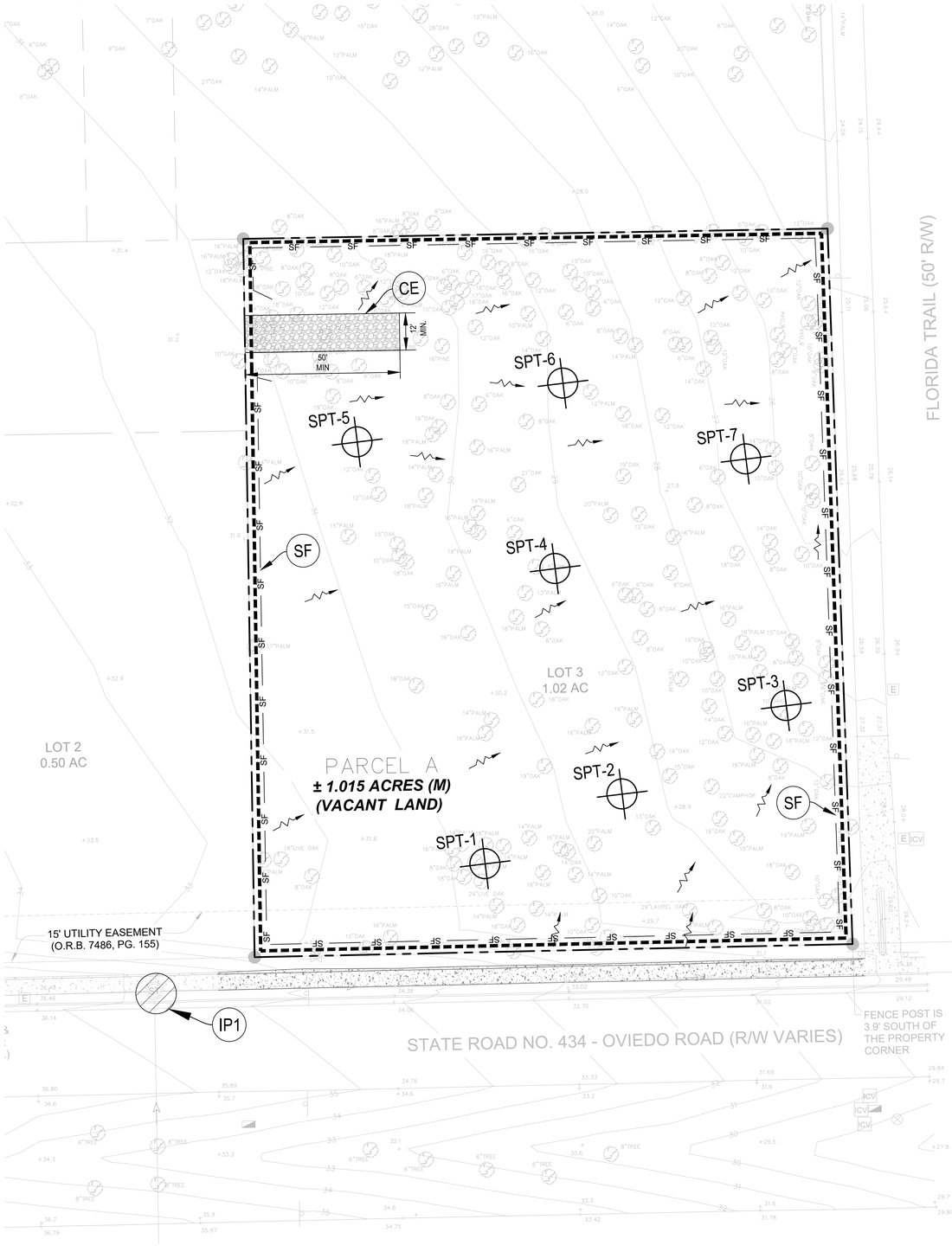
COVER SHEET

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
407.896.3317
WWW.NV5.COM

CERTIFICATE OF AUTHORIZATION # 29065

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SHEET
C01.0





SCALE: 1" = 20'

0 20 40

SITE LEGEND

- SF — TEMPORARY SILT FENCE (SEE DETAIL 2, SHEET C04.0)
- CE — TEMPORARY CONSTRUCTION ENTRANCE (SEE DETAIL 1, SHEET C04.0)
- PROPERTY LINE (ALONG SILT FENCE)
- PROPOSED LIMITS OF DISTURBANCE
- FLOW ARROW
- IP1 — INLET PROTECTION (SEE DETAIL 3, SHEET C04.0)
- IP2 — INLET PROTECTION (SEE DETAIL 4, SHEET C04.0)
- SPT-3 — GEOTECH BORING LOCATION

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092
DATE: Jul. 31, 2025

NO	DATE	REVISIONS
1	03/11/25	SITE PLAN REVIEW COMMENTS 03/04/25

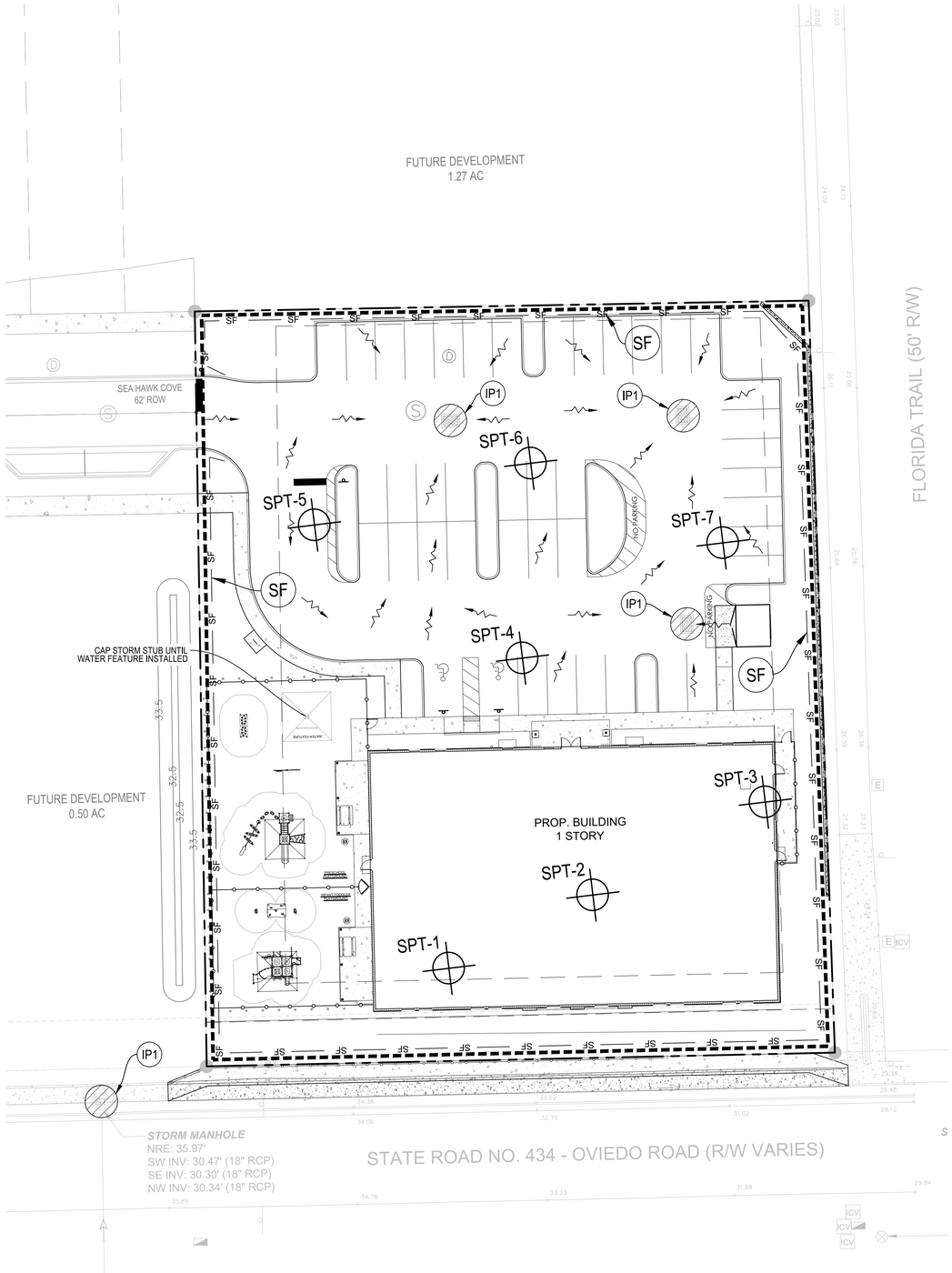
THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

SWPPP PHASE 1
PLAN

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3375
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C02.0

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SCALE: 1" = 20'

0 20 40

SITE LEGEND

- SF — TEMPORARY SILT FENCE (SEE DETAIL 3, SHEET C10.0)
- CE — TEMPORARY CONSTRUCTION ENTRANCE
- PROPERTY LINE (ALONG SILT FENCE)
- PROPOSED LIMITS OF DISTURBANCE
- FLOW ARROW
- IP1 — INLET PROTECTION (SEE DETAIL 4, SHEET C10.0)
- IP2 — INLET PROTECTION (SEE DETAIL 7, SHEET C10.0)
- SPT-3 — GEOTECH BORING LOCATION

NO	DATE	REVISIONS
1	03/11/25	SITE PLAN REVIEW COMMENTS 03/04/25

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092
DATE: Jul. 31, 2025

THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

SWPPP PHASE 2
PLAN

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C03.0

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BEST MANAGEMENT PRACTICES SEQUENCE

1. SITE DESCRIPTION

A. CONSTRUCTION OF CHILD AND DAY CARE CENTER BUILDING AND SURFACE PARKING AREAS.

B. SEQUENCE OF SOIL DISTURBANCE:
(1) INSTALL PERIMETER SEDIMENT AND EROSION CONTROLS.
(2) PREPARE SITE.
(3) CLEAR AND GRUB PROPOSED AREA.
(4) INSTALL PROPOSED UNDERGROUND STORMWATER AND UTILITIES.
(5) INSTALL CONCRETE CURB, CONCRETE SIDEWALK. AND PAVEMENT
(6) STABILIZE SITE.

C. TOTAL SITE AREA: 1.01± ACRES
DISTURBED SITE AREA: 1.01± ACRES

D. SOILS: -EAUGALLIE & IMMOKALEE FINE SANDS
-POMPANO FINE SANDS

E. DRAINAGE AREA FOR EXISTING DISCHARGE POINT: 1.01± ACRES
DRAINAGE AREA FOR PROPOSED DISCHARGE POINT: 1.01± ACRES

F. LATITUDE AND LONGITUDE OF EXISTING DISCHARGE POINT:
DISCHARGE POINT LAT: 28°41'37.53" N
DISCHARGE POINT LONG: 81°15'30.13" W
DISCHARGES TO ADJACENT WOODLAND

LATITUDE AND LONGITUDE OF PROPOSED DISCHARGE POINT:
DISCHARGE POINT LAT: 28°41'38.59" N
DISCHARGE POINT LONG: 81°15'31.94" W
DISCHARGES TO MASTER STORM POND, SJRWMD PERMIT NO. 95027-2

2. CONTROLS

A. EROSION AND SEDIMENT CONTROLS:

(1) STABILIZATION PRACTICES:
1. TEMPORARY SEEDING SHALL BE RYE GRASS APPLIED AT MANUFACTURER'S RECOMMENDATIONS TO ANY DISTURBED AREAS THAT ARE INACTIVE FOR SEVEN DAYS.
2. MULCHING PRACTICES AND SOD SHALL BE APPLIED TO PARKING LOT ISLANDS.

(2) STRUCTURAL PRACTICES:
1. PRIOR TO CLEARING, A SILT FENCE SHALL BE INSTALLED AROUND THE PERIMETER OF THE SITE, AS SHOWN HEREIN.
2. DURING THE CLEARING, GRUBBING, AND SITE GRADING STAGES, AREAS TO BE LEFT DISTURBED MORE THAN 7 DAYS SHALL BE STABILIZED WITH RYE GRASS APPLIED PER THE MANUFACTURER'S SPECIFICATIONS. AFTER SEEDING, EACH AREA SHALL BE MULCHED WITH 4,000 POUNDS OF STRAW PER ACRE.
3. AFTER ALL INITIAL SITE GRADING WORK, ALL PROPOSED INLETS/OUTFALLS, ONCE INSTALLED, SHALL BE PROTECTED FROM EROSION AND SEDIMENT RUNOFF BY THE USE OF THE INLET PROTECTION DESIGNATED ON THE SITE MAP. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE STABILIZED WITH SEED OR SOD AS INDICATED ON THE SITE MAP NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. SEEDING SHALL BE THE SAME AS IN TEMPORARY SEEDING.
4. ALL INSTALLATION SHALL BE COMMENCED AS DEPICTED ON THE SITE MAPS AND EROSION CONTROL DETAIL SHEET.
5. IF SEDIMENT AND EROSION CONTROL MEASURES DEVIATE FROM THE PLANS, CITY OF WINTER SPRINGS SHALL BE NOTIFIED.

B. PERMANENT STORMWATER MANAGEMENT CONTROLS:

1. CATCH BASINS AND STORM SEWER SYSTEM ON-SITE TO PROVIDE POSITIVE DRAINAGE OF THE ENTIRE SITE TO THE DISCHARGE POINT.

C. CONTROLS FOR OTHER POLLUTANTS:

1. WASTE DISPOSAL: ALL WASTE WILL BE DISPOSED OF IN AN APPROPRIATE LEGAL MANOR, AND COMPLY WITH CITY OF WINTER SPRINGS ORDINANCES FOR WASTE DISPOSAL AND COMMERCIAL SITE DEVELOPMENT.

2. VEHICLE TRACKING: OFF SITE VEHICLE TRACKING OF SEDIMENTS AND DUST GENERATION WILL BE MINIMIZED VIA BEST POSSIBLE PRACTICES, DAILY SWEEPING AND THE USE OF WATER TO KEEP DUST DOWN.

3. FERTILIZERS, HERBICIDES, AND PESTICIDES: FERTILIZERS AND PESTICIDES WILL BE USED AT A MINIMUM AND IN ACCORDANCE WITH THE MANUFACTURERS' SUGGESTED APPLICATION APPLICATION RATES. THE FERTILIZERS AND PESTICIDES SHALL BE STORED IN A COVERED SHED.

4. TOXIC SUBSTANCES: ALL PAINTS AND OTHER CHEMICALS WILL BE STORED IN A LOCKED COVERED SHED.

5. OTHER: PORT-O-LETS WILL BE PLACED AWAY FROM THE STORM SEWER SYSTEMS AND STORM INLETS. NO VEHICLE MAINTENANCE SHALL BE CONDUCTED ON-SITE. A WASHDOWN AREA SHALL BE DESIGNATED AT ALL TIMES AND WILL NOT BE LOCATED IN ANY AREA THAT WILL ALLOW FOR THE DISCHARGE OF POLLUTED RUNOFF. A SMALL VEGETATED BERM SHALL BE PLACED AROUND THE WASHDOWN AREA.

3. MAINTENANCE:

1. SILT FENCE SHALL BE INSPECTED AT LEAST WEEKLY. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
2. INLETS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAIN EVENT AND ANY REPAIRS SHALL BE PERFORMED IMMEDIATELY.
3. BARE AREAS OF THE SITE THAT WERE PREVIOUSLY SEEDED SHALL BE RE-SEEDED PER MANUFACTURES' INSTRUCTIONS.
4. MULCH AND SOD THAT HAS BEEN WASHED OUT SHALL BE REPLACED IMMEDIATELY.
5. DEWATERING ACTIVITIES SHALL NOT RESULT IN ANY DISCHARGE OF WATER WITH TURBIDITY GREATER THAN 29 NTUS FROM THE SITE.

ALL MEASURES ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. CONTROLS ARE TO BE REPLACED OR REPAIRED IF IN A SUBSTANDARD CONDITION. ALL MAINTENANCE MODIFICATIONS ARE TO BE NOTED, ON PLANS, AS THEY OCCUR.

4. INSPECTIONS:

1.1. A QUALIFIED INSPECTOR SHALL INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS OF THE STATE AND MS4 (CITY OF WINTER SPRINGS & FDOT); DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED; AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; STRUCTURAL CONTROLS; AND, LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION SHALL BE MADE AND RETAINED IN THE CONSTRUCTION TRAILER AS PART OF THE STORMWATER POLLUTION PREVENTION

1.2. INSPECTIONS BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS SHALL BE CONDUCTED DAILY AND WITHIN 24 HOURS AFTER EACH 0.50 INCH OR GREATER RAINFALL EVENT. ANY NECESSARY REMEDIES SHALL BE PERFORMED IMMEDIATELY.

5. NON-STORMWATER DISCHARGES:

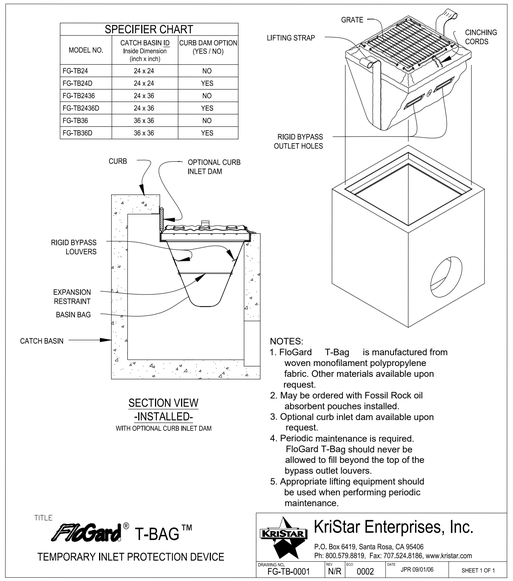
IT IS ANTICIPATED THAT THE FOLLOWING NON-STORMWATER DISCHARGES MAY OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:
1. WATER FROM LINE FLUSHINGS
2. PAVEMENT WASH WATER (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED)
3. SITE WATERING, TO ALLEVIATE FUGATIVE DUST
4. ROUTINE EXTERNAL BUILDING WASHDOWN WHICH DOES NOT USE DETERGENTS
5. IRRIGATION DRAINAGE

IF SAID DISCHARGES DO OCCUR, THEY WILL BE DIRECTED TO THE TEMPORARY EROSION CONTROL MEASURES PRIOR TO DISCHARGE.

6. CONTRACTOR/SUBCONTRACTOR CERTIFICATION:

ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED ABOVE MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

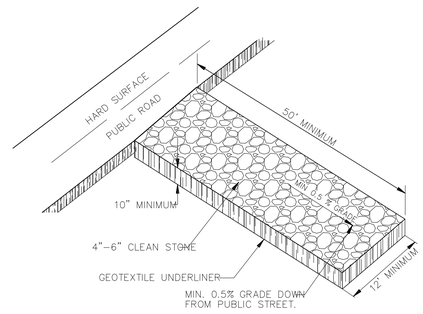


SECTION VIEW
-INSTALLED-
WITH OPTIONAL CURB INLET DAM

INLET SEDIMENT FILTER

N.T.S.

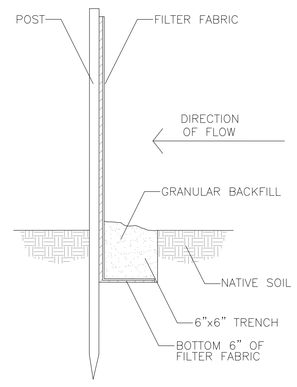
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CONSTRUCTION ENTRANCE

N.T.S.

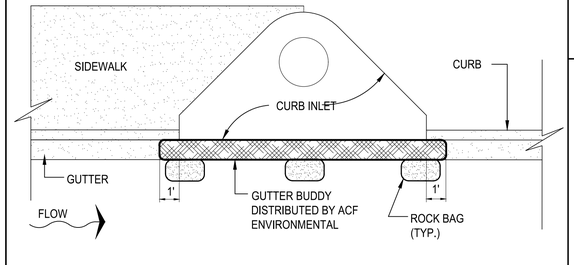
1



SILT BARRIER DETAIL

N.T.S.

2



GUTTER BUDDY CURB INLET PROTECTION

N.T.S.

3

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092

DATE: Jul. 31, 2025

NO	DATE	REVISIONS

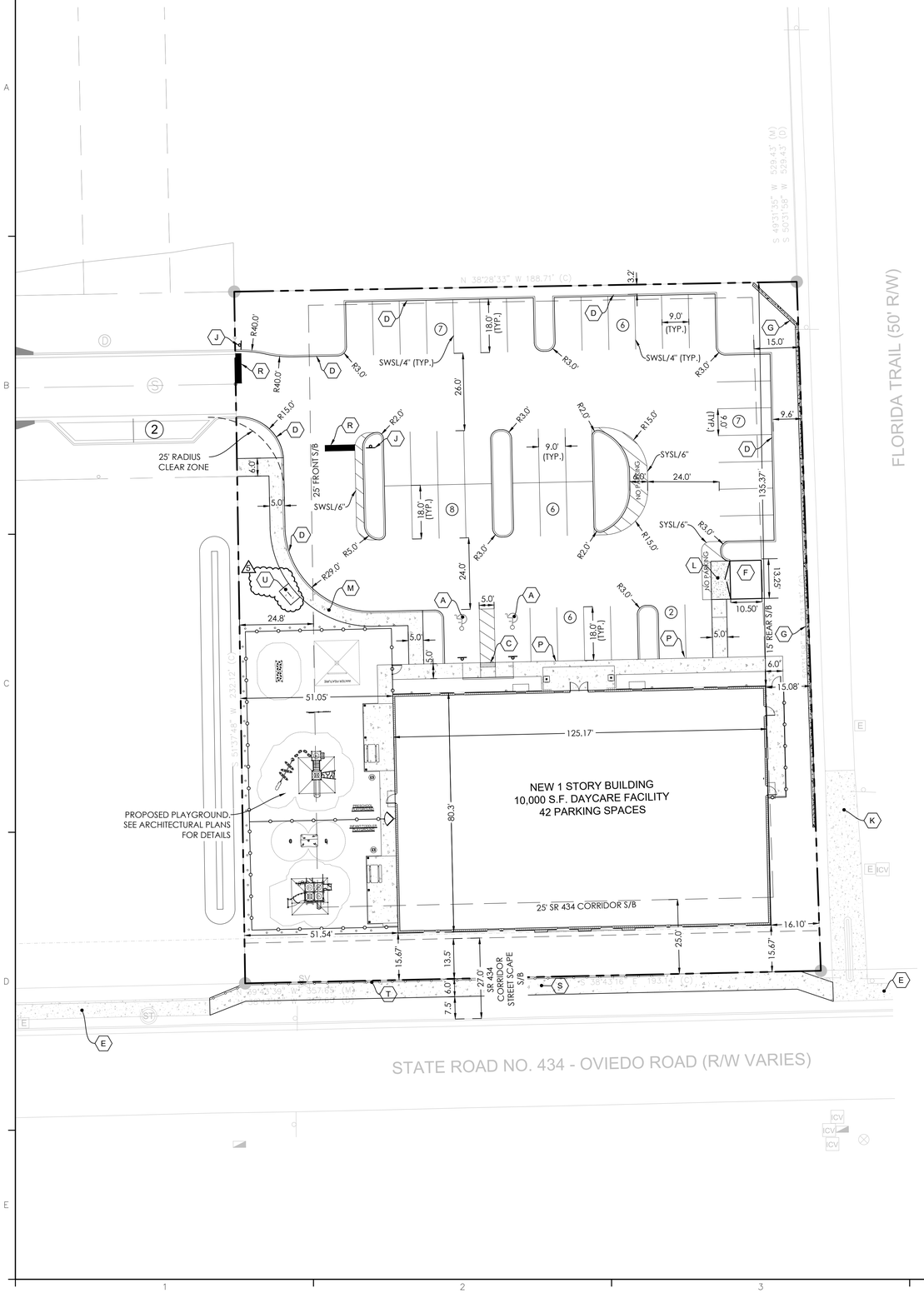
THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

SWPPP DETAILS AND NOTES

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3311
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29085

SHEET
C04.0

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SITE LEGEND

- (A) ACCESSIBLE PARKING SPACE (TYP). SEE DETAIL FOR ACCESSIBLE PARKING SPACE, SIGN AND SYMBOL (SEE SHEET C11.0 DETAIL 1)
- (B) PAVEMENT MARKINGS (TYP). PER FDOT INDEX 17346
- (C) FDOT ADA RAMP WITH DETECTABLE WARNING SURFACE (TYP). (SEE SHEETC11.0 DETAIL 2)
- (D) TYPE D CURB . PER FDOT INDEX 520-001
- (E) EXISTING CONCRETE SIDEWALK
- (F) DUMPSTER ENCLOSURE
- (G) 189 LF RETAINING WALL WITH MIN. 42" HIGH BLACK ALUMINUM DECORATIVE GUARDRAIL ANCHORED TO TOP OF RETAINING WALL. GUARDRAIL SHALL COMPLY WITH FLORIDA BUILDING CODE SECTION 1015.3.
- (H) SEE NOTE NO. 3 UNDER SITE INFORMATION SECTION THIS SHEET.
- (I) FIRE HYDRANT PAVEMENT MARKER (SEE SHEET C10.0, DETAIL 8)
- (J) DECORATIVE STOP SIGN (R1-1) - HIGH REFLECTIVE INTENSITY (SEE SHEET C10.0, DETAILS 9 & 10)
- (K) CROSS SEMINOLE TRAIL
- (L) CONCRETE PAVEMENT (SEE SHEET C10.0, DETAIL 4)
- (M) PROPOSED 5' WIDE CONCRETE SIDEWALK (SEE SHEET C10.0, DETAIL 1)
- (N) SEE NOTE NO. 1 UNDER SITE INFORMATION SECTION THIS SHEET.
- (O) TYPE F CURB AND GUTTER (SEE SHEET C10.0, DETAIL 3)
- (P) THICKENED CURB (SEE SHEET C10.0, DETAIL 1)
- (Q) 6' X 6' TRANSFORMER CONCRETE PAD
- (R) STOP BAR (SEE SHEET C10.0, DETAIL 6)
- (S) PROPOSED 6' WIDE CONCRETE SIDEWALK
- (T) PROPOSED 154 LF HANDRAIL. IF POSSIBLE REUSE EXISTING HANDRAIL. ALL HANDRAIL NOT USED TO BE RETURNED TO FDOT DISTRICT 5 OVIEDO OPERATIONS OFFICE, LAITH KAREEM (407) 278 - 2800
- (5) (U) BICYCLE RACK (SEE SHEET C11.0, DETAIL 4)

MAINTENANCE OF TRAFFIC NOTE:

ALL WORK WITHIN S.R. 434 RIGHT-OF-WAY SHALL CONFORM TO FDOT STANDARD PLANS, INDEX 102-601, 102-602, AND 102-660e, FOR MAINTENANCE OF TRAFFIC (MOT) REQUIREMENTS.

NORTH

SCALE: 1" = 20'
0 20 40

STRIPING LEGEND

NOTE: ALL STRIPING TO BE NON-SLIP PAINT

SYSL/4"	SINGLE YELLOW SOLID LINE / 4" WIDE
SYSL/6"	SINGLE YELLOW SOLID LINE / 6" WIDE
SWSL/4"	SINGLE WHITE SOLID LINE / 4" WIDE
SWSL/6"	SINGLE WHITE SOLID LINE / 6" WIDE
SWSL/24"	SINGLE WHITE SOLID LINE / 24" WIDE
(7)	PARKING COUNT

PAVEMENT LEGEND

- RIGID PAVEMENT (SEE SHEET C10.0, DETAIL 4)
- HARDSCAPE PER ARCH. PLANS.
- STANDARD DUTY ASPHALT (SEE SHEET C09.0, DETAIL 5)
- CONCRETE SIDEWALK (SEE SHEET C10.0, DETAIL 1)

SITE ADDRESS
SR 434 & MICHAEL BLAKE BLVD

SITE JURISDICTION
CITY OF WINTER SPRINGS

ZONING
EXIST. TOWN CENTER DISTRICT (T5-URBAN CENTER)
PROP. TOWN CENTER DISTRICT (T5-URBAN CENTER)

FUTURE LAND USE
TOWN CENTER DISTRICT (T5-URBAN CENTER)

SITE DATA

TOTAL AREA:	1.01 AC
IMPERVIOUS AREA:	0.67 AC
PERVIOUS AREA:	0.34 AC

SITE FEMA
CITY OF WINTER SPRINGS 120295: ZONE X

BUILDING SETBACKS

	REQUIRED	PROVIDED
FRONT	25'-50'	51.54'
REAR	15' MIN	15.08'
SIDE	5'-100'	135.37'
SR 434 CORRIDOR*	25'	15.67'

*A WAIVER FROM WINTER SPRINGS CITY CODE SEC. 20-325 TO ALLOW A 15.67 FOOT SR 434 CORRIDOR SETBACK FOR THE PROPOSED BUILDING IN LIEU OF A REQUIRED SR 434 CORRIDOR SETBACK OF 25 FEET.

BUILDING SETBACKS PER CITY OF WINTER SPRINGS CODE SEC. 20-325. - TRANSECT STANDARDS

BUILDING HEIGHT

	REQUIRED	PROPOSED
COMMERCIAL	2 STORIES**	

**SECOND STORY CAN BE FAUX

BUILDING HEIGHT REQUIREMENTS PER CITY OF WINTER SPRINGS CODE SEC. 20-325. - TRANSECT STANDARDS

NO	DATE	REVISIONS
1	07/31/25	ADD BICYCLE RACK PER CITY REQUEST
2	06/18/25	SITE PLAN REVIEW COMMENTS
3	05/23/25	SITE PLAN REVIEW COMMENTS
4	03/11/25	SITE PLAN REVIEW COMMENTS

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092

DATE: Jul. 31, 2025

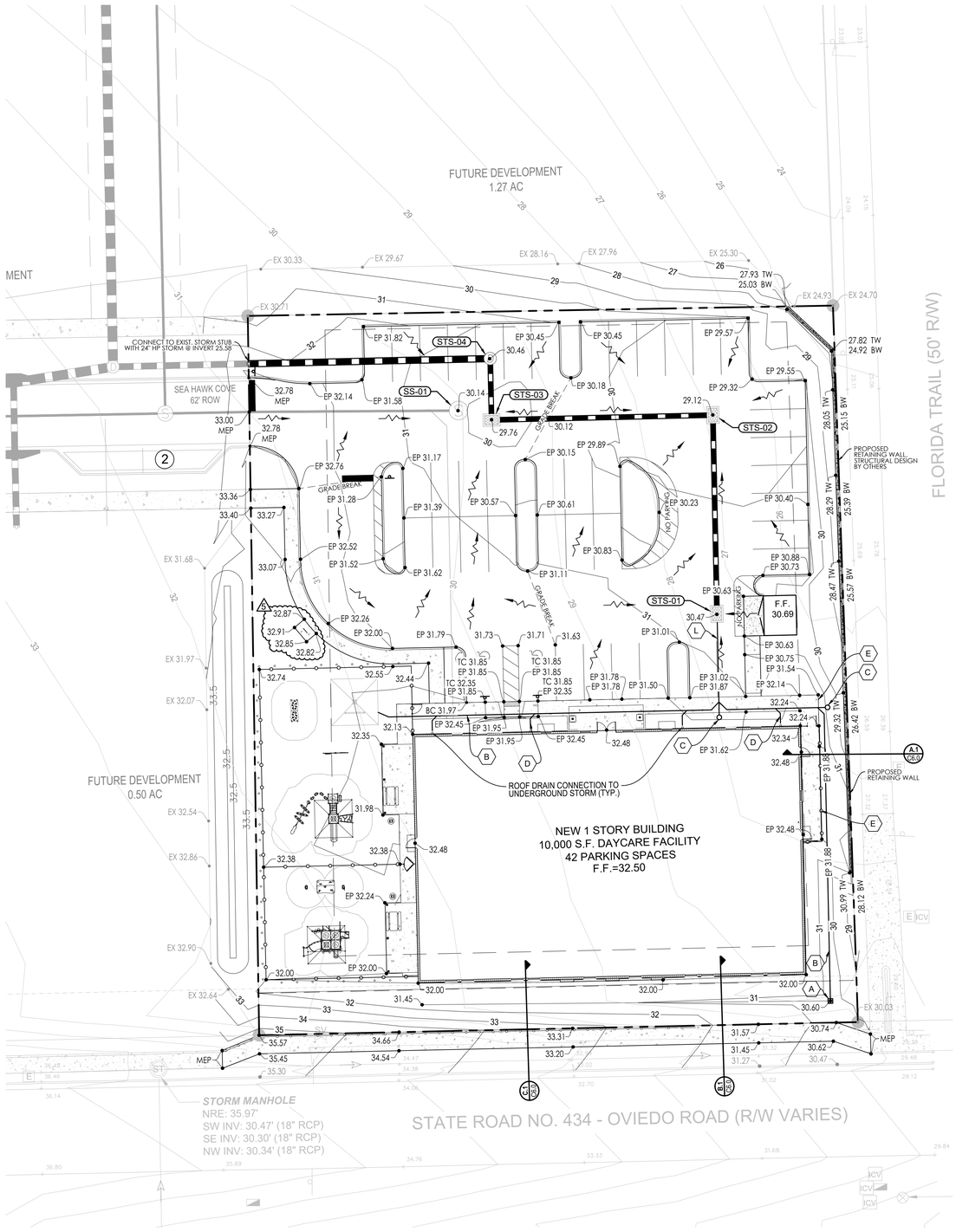
THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

SITE PLAN

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3311
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C05.0

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LEGEND

40.89	= SPOT ELEVATION AT EDGE OF PAVEMENT
– – – – – –	= GRADE BREAK
	= SURFACE FLOW
SC	= SAWCUT EXISTING EOP AND MATCH TO LINE AND GRADE
MEP	= MATCH EXISTING PAVEMENT
TC	= TOP OF CURB
EP	= EDGE OF PAVEMENT

PAVEMENT LEGEND

- STANDARD DUTY ASPHALT
- REGULAR DUTY CONCRETE
- HARDSCAPE PER ARCH. PLANS.

GRADING LEGEND

- (A) 12"X12" YARD DRAIN
- (B) 12" HP STORM PIPE
- (C) 12" CLEANOUT
- (D) 6" ADS CORRUGATED PIPE
- (E) THICKENED EDGE SIDEWALK TO BE INSTALLED ENTIRE LENGTH OF SIDEWALK ADJACENT TO WALL (SEE SHEET C10.0, DETAIL 1)

NORTH

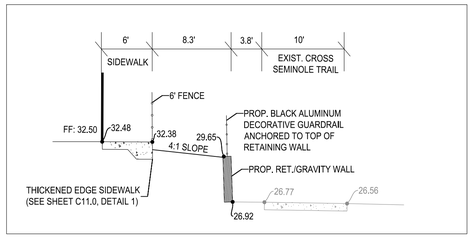
SCALE: 1" = 20'
0 20 40

NOTES:

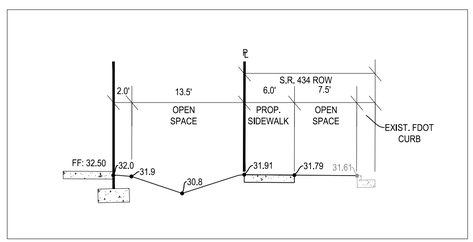
1. LOT GRADING SHALL NOT IMPOSE ANY ADDITIONAL RUNOFF ONTO NOR IMPEDE RUNOFF FROM ADJACENT PROPERTIES.
2. ALL SITE WORK SHOWN SHALL BE CONSTRUCTED BY THE GENERAL CONTRACTOR.
3. ELEVATIONS SHOWN ARE BASED ON NAVD88, SEE BOUNDARY & TOPOGRAPHIC SURVEY UNDER GENERAL NOTES.
4. SLOPE ALL ROOF DRAIN DOWN SPOUT PIPING AT 1.00% MIN.
5. STORMWATER MANAGEMENT IS PROVIDED THROUGH A MASTER STORMWATER SYSTEM. ALL ONSITE RUNOFF HAS BEEN ADDRESSED AND ACCOUNTED FOR IN THE SYSTEM. RUNOFF WILL BE CONVEYED THROUGH A COMBINATION OF PROPOSED SWALE AND UNDERGROUND PIPING TO THE EXISTING MASTER STORMWATER SYSTEM LOCATED IN SEA HAWK COVE ROW. SJRWMD MASTER PERMIT NO. 95027 SERIES.

STORM SEWER SCHEDULE

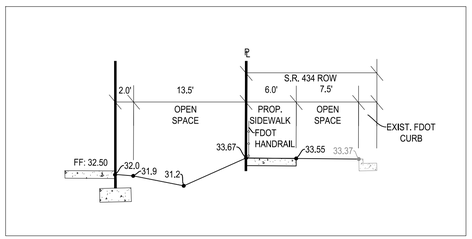
STRUCTURE NUMBER	STRUCTURE TYPE	RIM / FLOW LINE ELEV.	DOWNSTREAM STRUCTURE	INVERTS IN	INVERTS OUT	DOWNSTREAM PIPE LENGTH	PIPE SIZE/ MATERIAL	SLOPE
STS-01	TYPE C STORM STRUCTURE	30.47	STS-02		26.46' NE	64.17'	18" HP STORM PP	0.34%
STS-02	TYPE C STORM STRUCTURE	29.12	STS-03	26.24' SW	26.24' NW	71.38'	18" HP STORM PP	0.26%
STS-03	TYPE C STORM STRUCTURE	29.76	STS-04	26.05' SE	26.05' NE	19.80'	18" HP STORM PP	0.80%
STS-04	STORM MANHOLE	30.46	STS-04A	25.89' SW	25.89' NW	77.97'	24" HP STORM PP	0.40%
STS-04A	24" HP-STORM STUB MARKED @ PROP. GRADE	32.70		25.58' SE				



RETAINING WALL CROSS SECTION — NOT TO SCALE — A.1 / C6.0



SWALE CROSS SECTION — NOT TO SCALE — B.1 / C6.0



SWALE CROSS SECTION — NOT TO SCALE — C.1 / C6.0

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

NO	DATE	REVISIONS
7	07/31/25	ADD BICYCLE RACK PER CITY REQUEST
6	07/11/25	GRADING PLAN SHEET REVISIONS
5	06/18/25	SITE PLAN REVIEW COMMENTS
4	05/23/25	SITE PLAN REVIEW COMMENTS
3	03/11/25	SITE PLAN REVIEW COMMENTS
2		
1		

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #69092

DATE: Jul. 31, 2025

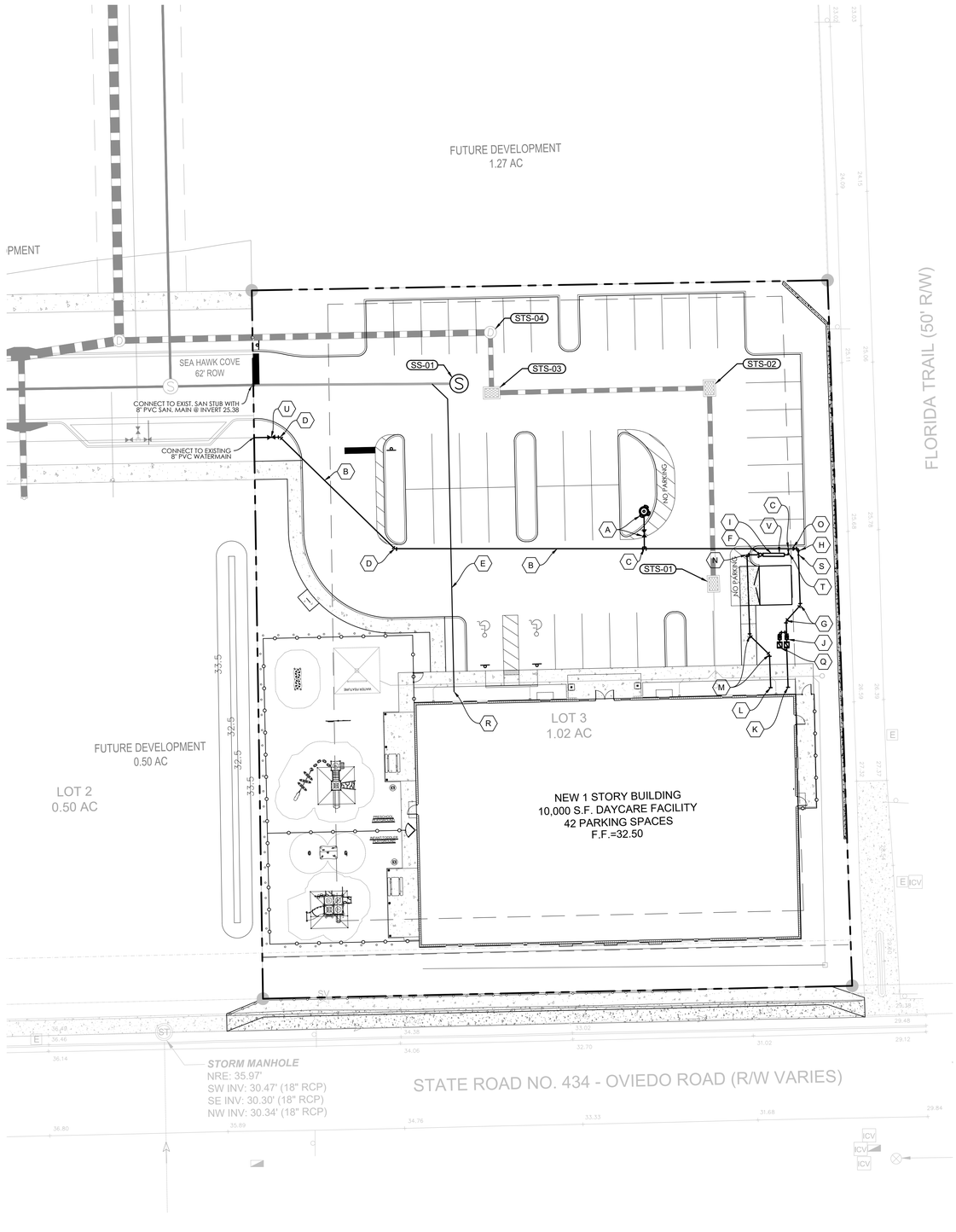
THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

GRADING PLAN

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C06.0

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UTILITY LEGEND

- A 6" FIRE HYDRANT ASSEMBLY AND VALVE, SEE DETAIL 3, SHEET C08.0
- B 8" PVC WATER MAIN
- C 8" X 6" TEE
- D 8" 45 ELBOW
- E 6" PVC SEWER LATERAL @ 1% MINIMUM SLOPE
- F FDC MOUNTED TO BACKFLOW
- G 2" 45 ELBOW
- H 2" 90 ELBOW
- I 4" BACKFLOW PREVENTOR, SEE DETAIL 10, SHEET C08.0
- J 2" METER AND 2" RPZ FOR DOMESTIC WATER, SEE DETAIL 13, SHEET C08.0
- K 2" DOMESTIC SERVICE LINE
- L 4" FIRE SERVICE LINE
- M 4" 45 ELBOW
- N 4" 90 ELBOW
- O 8" X 2" REDUCER
- P NOT USED
- Q 1" METER AND 1" RPZ FOR IRRIGATION POINT OF CONNECTION
- R CLEAN OUT, INV. 28.96
- S 2" GATE VALVE, SEE DETAIL 5, SHEET C08.0
- T 4" GATE VALVE, SEE DETAIL 5, SHEET C08.0
- U 8" GATE VALVE, SEE DETAIL 5, SHEET C08.0
- V FIRE LINE POINT-OF-SERVICE (POS)

NOTE: SEE SHEET C08.0 & C09.0 FOR UTILITY DETAILS

NOTES:

1. LOT GRADING SHALL NOT IMPOSE ANY ADDITIONAL RUNOFF ONTO NOR IMPEDE RUNOFF FROM ADJACENT PROPERTIES.
2. ALL SITE WORK SHOWN SHALL BE CONSTRUCTED BY THE GENERAL CONTRACTOR.
3. ELEVATIONS SHOWN ARE BASED ON NAVD88, SEE BOUNDARY & TOPOGRAPHIC SURVEY UNDER GENERAL NOTES.
4. SLOPE ALL ROOF DRAIN DOWN SPOUT PIPING AT 1.00% MIN.
5. ALL FIRE LINES SHALL BE INSPECTED BY THE FIRE INSPECTION DEPT. BEFORE BEING COVERED. – A SEPARATE PERMIT AND REVIEW ARE REQUIRED FOR THE INSTALLATION OF PRIVATE FIRE MAINS.
6. AT MINIMUM, A CLASS FIVE CONTRACTOR IS REQUIRED TO INSTALL FIRE LINES. FIRE LINES SHALL BEGIN AT THE POINT IN WHICH THE PIPING IS USED EXCLUSIVELY FOR FIRE PROTECTION AND END AT A POINT 1-FOOT ABOVE THE FINISHED FLOOR.
7. ANY FIRE LINE CHARGED BY THE FDC SHALL BE DR-14 PIPE
8. A FIRE SITE CLEARANCE INSPECTION WILL BE REQUIRED PRIOR TO THE RELEASE OF THE BUILDING PERMIT. AT THIS INSPECTION, A FIRE FLOW TEST AND DATA SHALL BE PROVIDED FOR THE PROPOSED NEW HYDRANT TO VERIFY IT MEETS THE FLOW CAPABILITIES PROPOSED ON THESE PLANS.

NORTH

SCALE: 1" = 20'
0 20 40

POTABLE WATER USAGE:

ESTABLISHMENT	UNIT	ERU/ERC FACTOR	NUMBER OF CHILDREN	TOTAL ERC	ERC/ERU GALLON FACTOR (GPD)	TOTAL GALLONS PER DAY
DAYCARE OR PRESCHOOL	CHILD, PER PERMITTED OCCUPANCY	0.025	174	4.35	350	1,523
TOTAL						1,523
NOTE: FIXTURE UNIT RATES PER ORANGE COUNTY FLORIDA UTILITIES STANDARDS AND SPECIFICATIONS MANUAL, APPENDIX E						

SANITARY SEWER SCHEDULE

STRUCTURE NUMBER	STRUCTURE TYPE	RIM ELEV.	DOWNSTREAM STRUCTURE	INVERTS IN	INVERTS OUT	DOWNSTREAM PIPE LENGTH	PIPE SIZE/ MATERIAL	SLOPE	NOTES
SS-01	SANITARY MANHOLE	30.13			26.34' NW	8.94'	8" PVC SAN. MAIN	1.42%	PRIVATELY MAINTAINED

Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

JOB #: 24056.20 | PRJ. MGR: FAP | DESIGNER: SCK | CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092

DATE: Jul. 31, 2025

NO	DATE	REVISIONS
1	03/11/25	SITE PLAN REVIEW COMMENTS
2	05/23/25	SITE PLAN REVIEW COMMENTS
3	04/24/25	

THE LEARNING EXPERIENCE
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11

9

	PVC PIPE DIAMETERS							
FITTINGS	4"	6"	8"	10"	12"	16"	18"	20"
TEE	30	45	70	75	95	120	140	165
END CAPS AND VALVES ON THE END OF THE MAIN	50	110	115	121	141	180	220	240
90° BENDS	40	40	45	50	60	75	75	95
45° BENDS	20	20	20	30	30	40	40	50
22 1/2° BENDS	10	10	10	10	10	20	20	20
11 1/4° BENDS	10	10	10	10	10	10	10	10

DUCTILE IRON PIPE APPLICATIONS

MINIMUM LINEAR FEET OF PVC PIPE TO BE RESTRAINED

	DUCTILE IRON DIAMETERS											
FITTINGS	6"	***	8"	***	10"	***	12"	***	16"	***	18"	***
TEE	36	45	54	81	72	108	90	126	117	171	135	198
END CAPS AND VALVES ON THE END OF THE MAIN	45	90	81	126	99	153	117	171	144	216	162	243
90° BENDS	36	36	36	45	45	54	54	63	72	81	72	90
45° BENDS	18	18	18	27	27	27	27	27	36	36	36	45
22 1/2° BENDS	9	9	9	9	9	18	18	18	18	18	18	18
11 1/4° BENDS	9	9	9	9	9	9	9	9	9	9	9	9

*** = DUCTILE IRON PIPE WITH POLYETHYLENE WRAP

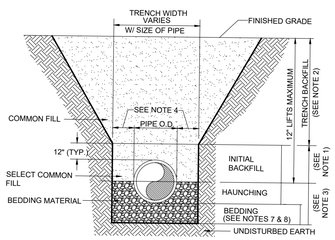
NOTE:

* THE LINEAR FOOTAGE OF PIPE IS MEASURED FROM THE BEND OR FITTING OUT TO THE AMOUNT SHOWN ON THE CHART; ANY BELL OR JOINT THAT FALLS WITHIN THAT LINEAR FOOTAGE SHALL HAVE A BELL OR JOINT RESTRAINT INSTALLED

PIPE JOINT RESTRAINT DETAIL

NTS

7



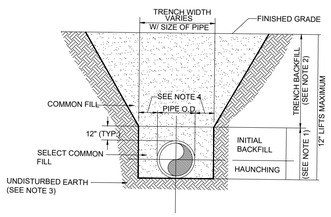
NOTES:

1. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY, PER AASHTO T-180. DENSITY TEST SHALL BE PROVIDED TO THE CITY BY AN APPROVED LAB.
2. TYPE "A" BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
3. 15" MAXIMUM/12" MINIMUM FOR PIPE DIAMETER LESS THAN 24".
4. 24" MAXIMUM/12" MINIMUM FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE A 4" MINIMUM FOR PIPE DIAMETERS UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. UTILITIES SHALL DETERMINE (IN THE FIELD) THE REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES.

BEDDING & TRENCHING - TYPE A

NTS

4



NOTES:

1. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY, PER AASHTO T-180. DENSITY TEST SHALL BE PROVIDED TO THE CITY BY AN APPROVED LAB.
2. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
3. 15" MAXIMUM/12" MINIMUM FOR PIPE DIAMETERS LESS THAN 24".
4. 24" MAXIMUM/12" MINIMUM FOR PIPE DIAMETERS 24" AND LARGER
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPES ARE TO BE INSTALLED WITH THE BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES.

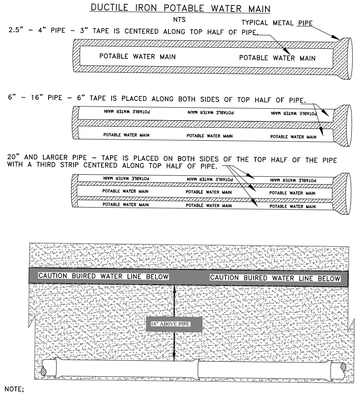
BEDDING & TRENCHING - TYPE B

NTS

1

DUCTILE IRON POTABLE WATER MAIN

NTS



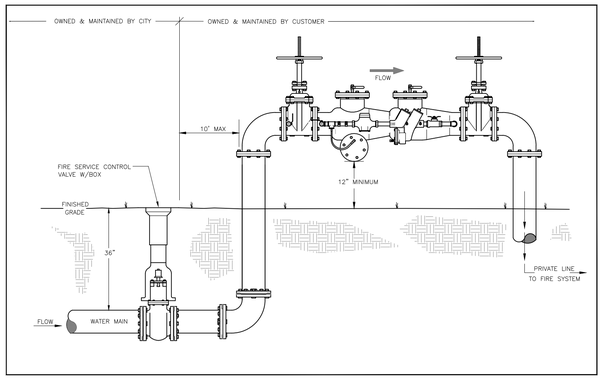
NOTE:

Standard Non-Detectable Warning Tape
Water Line Tape is 3" Wide and Blue With Black Lettering
Sewer Line Tape is 3" Wide and Green With Black Lettering
Force Main Tape is 3" Wide and Brown With Black Lettering

W:\A DETAILS\08-WATER DT

PIPE IDENTIFICATION AND WARNING TAPE

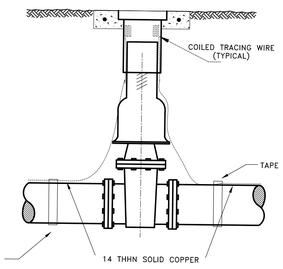
10



WILKINS 375ADA REDUCED PRESSURE DETECTOR BACKFLOW PREVENTER - ABOVE GROUND

NTS

8

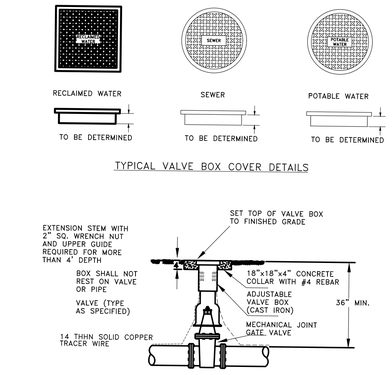


TRACING WIRE GENERAL NOTES:

1. PIPE LINE TRACING WIRE IS TO BE INSTALLED ON ALL POTABLE WATER RECLAIMED WATER AND SEWER FORCE MAINS.
2. SYSTEMS-TRACING WIRE SHALL ALLOW TRACABILITY OF ALL PIPE BRANCHES INCLUDING THOSE FOR HYDRANTS. TRACING WIRE SHALL BE INSTALLED OVER THE ENTIRE LENGTH OF THE MAIN AND SECURED TO THE MAIN EVERY 5 FEET WITH ADHESIVE TAPE. WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND SHALL BE COILED AND PLACED IN A VALVE BOX FOR EASY ACCESSIBILITY.
3. ON DEAD END MAINS THE TRACING WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED PVC VALVE BOX AT THE END OF THE RUN.

TRACING WIRE CONNECTION

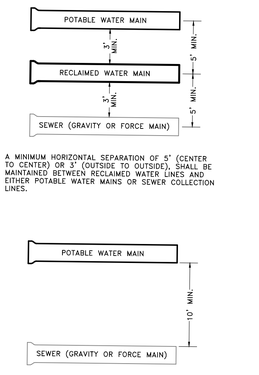
5



TYPICAL VALVE AND VALVE BOX DETAIL

VALVE, VALVE BOX AND COVER

2



A MINIMUM HORIZONTAL SEPARATION OF 5' (CENTER TO CENTER) OR 3' (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN RECLAIMED WATER LINES AND EITHER POTABLE WATER MAINS OR SEWER COLLECTION LINES.

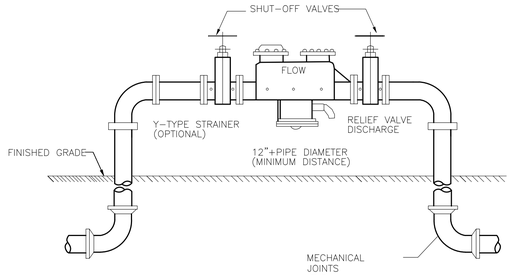
A MINIMUM HORIZONTAL SEPARATION OF 10' (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN SEWER COLLECTION LINES AND POTABLE WATER MAINS.

MINIMUM HORIZONTAL SEPARATION REQUIREMENTS FOR POTABLE, RECLAIMED, AND SEWER LINES

13

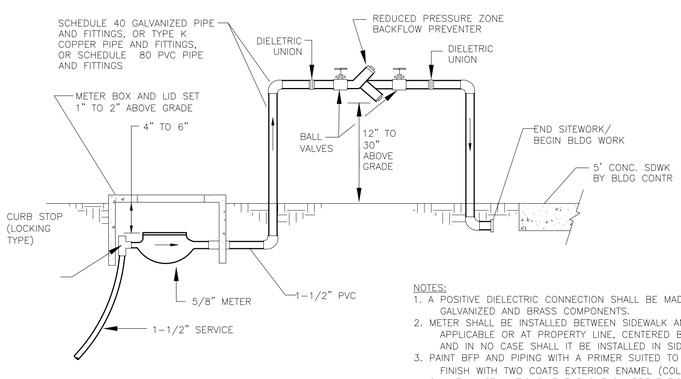
REDUCED PRESSURE PRINCIPLE BACKFLOW
(TYPICAL INSTALLATION)

NTS



TYPICAL RPZ B.F.P. AND METER ASSEMBLY

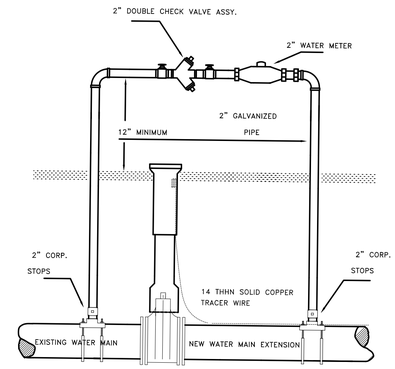
NTS



NOTES:

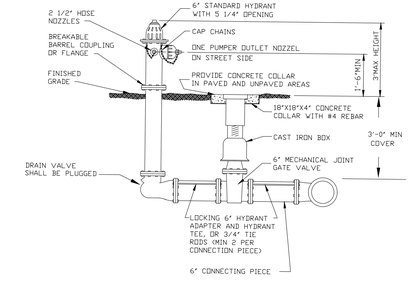
1. A POSITIVE DIELECTRIC CONNECTION SHALL BE MADE BETWEEN ALL GALVANIZED AND BRASS COMPONENTS.
2. METER SHALL BE INSTALLED BETWEEN SIDEWALK AND CURB WHERE APPLICABLE OR AT PROPERTY LINE, CENTERED BETWEEN THE LOT LINES AND IN NO CASE SHALL IT BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.
3. PAINT BFP AND PIPING WITH A PRIMER SUITED TO BASE MATERIALS. FINISH WITH TWO COATS EXTERIOR ENAMEL (COLOR IS OPTIONAL)
4. ON NEW INSTALLATIONS, THE BACKFLOW PREVENTION DEVICES SHALL BE TESTED BEFORE THE METER INSTALLATION CAN BE APPROVED FOR USE.
5. POLY SERVICE LINE SIZED BY SERVICE CONNECTION (1 1/2" MIN.)
6. MAINTENANCE OF THE BACKFLOW PREVENTER, PIPING AND APPURTENCES DOWN STREAM OF THE METER SHALL BE THE RESPONSIBILITY OF THE OWNER.

6



TEMPORARY BYPASS

3



NOTES:

1. THE HYDRANTS ACCEPTABLE TO THE CITY OF WINTER SPRINGS SHALL BE EITHER THE CLOW # 42 MEDALION AMERICAN DARLING B84B, OR THE MUELLER A-423.
2. ENTIRE ASSEMBLY SHALL BE PAINTED SHERWIN WILLIAMS SAFETY YELLOW.
3. GRIP RING OR MEGA LUG RESTRAINTS MAY USED IN PLACE OF ALL THREAD RODS

FIRE HYDRANT ASSEMBLY

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #59922

DATE: Jul. 31, 2025

NO.	DATE	REVISIONS

THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

WATER DETAILS

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
407.896.4357
WWW.NV5.COM

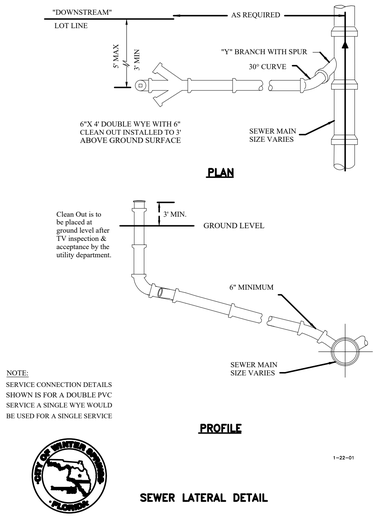
CERTIFICATE OF AUTHORIZATION # 28065

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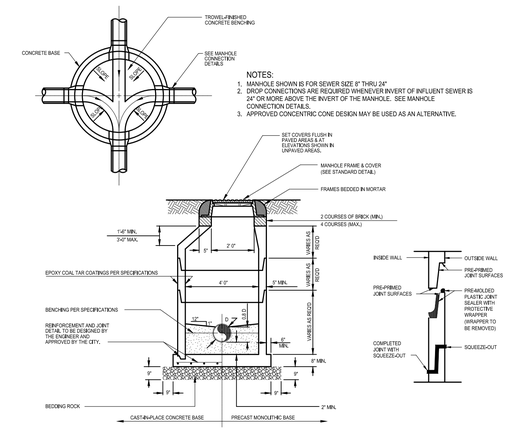
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7



SEWER LATERAL DETAIL

4

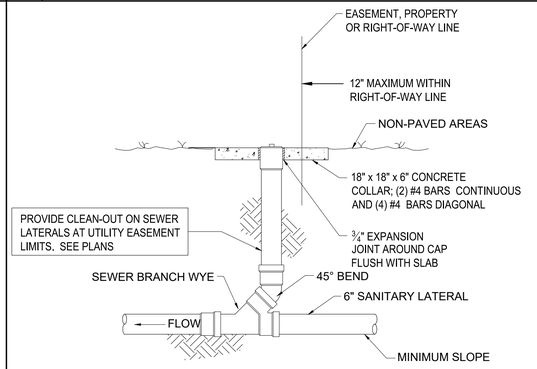


PRECAST CONCRETE MANHOLE
PLAN AND SECTION
N.T.S.

1

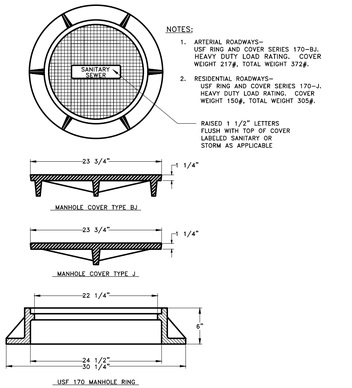
11

8



SEWER CLEAN-OUT DETAIL
NON PAVED AREAS
NTS

5



MANHOLE FRAME & COVER

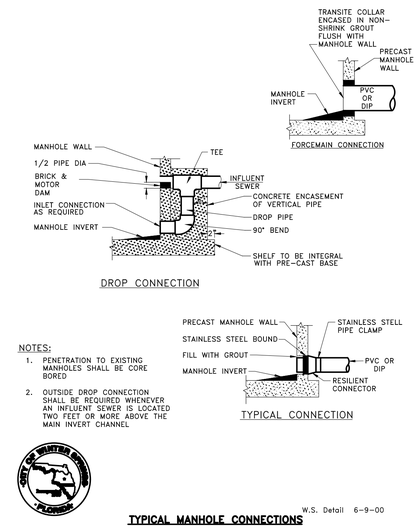
W.S. Detail 6-9-00

2

12

9

6



TYPICAL MANHOLE CONNECTIONS

W.S. Detail 6-9-00

3

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #69092

DATE: Jul. 31, 2025

NO.	DATE	REVISIONS

THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

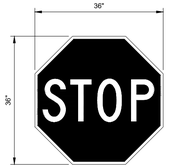
SANITARY SEWER DETAILS

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 26065

SHEET
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\\nv5.com\ponzuro\INF\INF-East\FL\ORL\civil\civil2\24056.20\CONST\C9.0 SANITARY SEWER DETAILS.dwg – Jul 31, 2025 – 9:49pm

10



WHITE LEGEND RED BACKGROUND HIGH REFLECTIVE INTENSITY

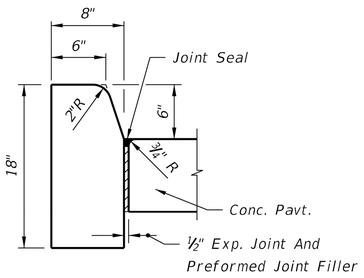
R1-1

"STOP" SIGN DETAIL

N.T.S.

POLE AND SIGN PER CITY OF WINTER SPRINGS TOWN CENTER CODE SEC. 20-325 TRANSECT STANDARDS

7



TYPE D

Note: For use adjacent to concrete or flexible pavement, concrete shown. Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only, see Sheet 2.

TYPE D CONCRETE CURB

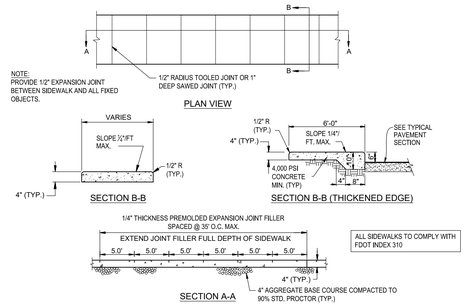
4

RIGID (PORTLAND CEMENT CONCRETE) PAVEMENT DESIGN SHOULD FOLLOW SEMINOLE COUNTY SPECIFICATIONS FOR MINIMUM COMPRESSIVE STRENGTH, BASED ON OUR EXPERIENCE, A MINIMUM THICKNESS OF 6 INCHES CAN BE USED FOR STANDARD DUTY APPLICATIONS AND A MINIMUM THICKNESS OF 7 INCHES SHOULD BE UTILIZED FOR HEAVY DUTY APPLICATIONS. ANY STEEL REINFORCEMENT WITHIN THE CONCRETE PAVEMENT SHOULD BE DESIGNED BY THE PROJECT CIVIL OR PAVEMENT ENGINEER. THE SUBGRADE SHOULD BE PREPARED TO ACHIEVE A MINIMUM LBR OF 30 TO A DEPTH OF 12 INCHES BELOW THE CONCRETE BASE ELEVATION. THE SUBGRADE SOILS SHOULD BE COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. TO AID IN THE DESIGN OF THE ANTICIPATED CONCRETE PAVEMENT SECTIONS, A MODULUS OF SUBGRADE REACTION OF 100 PCI (LBR 20 SANDS) SHOULD BE UTILIZED FOR THE LOW BEARING SANDS UNLESS STABILIZATION IS ADDED TO INCREASE THE BEARING VALUE. IF THE SANDS ARE STABILIZED, A MODULUS VALUE OF 150 PCI CAN BE UTILIZED.

CONCRETE PAVING

NTS

1



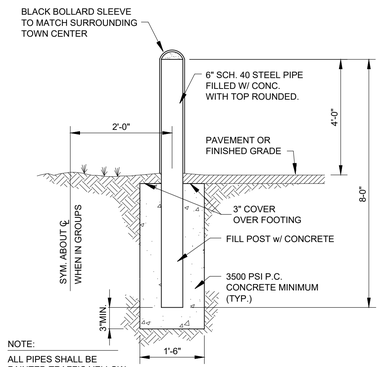
NOTE:
PROVIDE 1/2" EXPANSION JOINT BETWEEN SIDEWALK AND ALL FIXED OBJECTS.

ALL SIDEWALKS TO COMPLY WITH FDOT INDEX 310

TYPICAL CONCRETE SIDEWALK DETAIL

N.T.S.

11

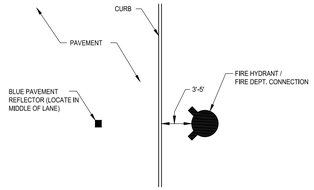


NOTE:
ALL PIPES SHALL BE PAINTED TRAFFIC YELLOW

CONCRETE BOLLARD

NTS

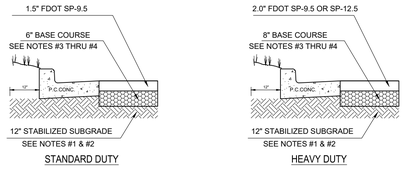
8



PAVEMENT MARKING AT FIRE HYDRANT / FDC DETAIL

N.T.S.

5



1. 12 INCHES OF COMPACTED NATURAL SUBGRADE STABILIZED TO A MINIMUM LIMEROCK BEARING RATIO (LBR; FLORIDA METHOD OF TEST DESIGNATION FM 5-515) VALUE OF 40. STABILIZATION OF THE SUB-BASE SHOULD BE ACCOMPLISHED USING COARSE AGGREGATE AS WELL-GRADED CRUSHED CONCRETE OR FDOT-APPROVED LIMEROCK STABILIZATION MATERIAL. THE SUBGRADE SHOULD BE COMPACTED TO AT LEAST 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180 OR ASTM D-1557).

2. 6 INCHES (8 INCHES FOR HEAVY DUTY) OF LIMEROCK BASE COMPACTED TO AT LEAST 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180 OR ASTM D-1557). LIMEROCK BASE COURSES SHOULD BE MINED FROM A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) APPROVED SOURCE, SHOULD HAVE A MINIMUM LBR VALUE OF 100.

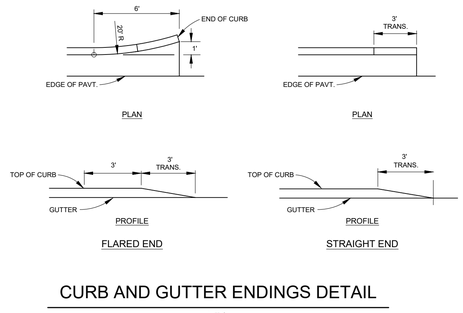
3. 1.5 INCHES (2 INCHES FOR HEAVY DUTY) OF ASPHALTIC CONCRETE STRUCTURAL COURSE ACCORDING TO FDOT SPECIFICATIONS SECTION 330, 331 (MARSHALL).

4. TRAFFIC SHOULD NOT BE ALLOWED ON THE SUBGRADE AS THE BASE IS PLACED TO AVOID RUTTING. BEFORE PAVING, THE BASE SHOULD BE CHECKED FOR SOUNDNESS.

ASPHALT PAVING

NTS

2

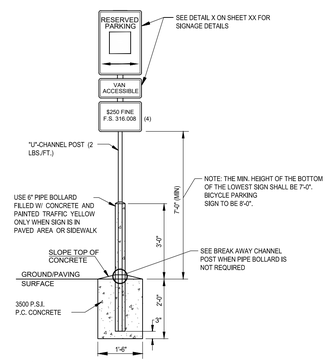


CURB AND GUTTER ENDINGS DETAIL

N.T.S.

12

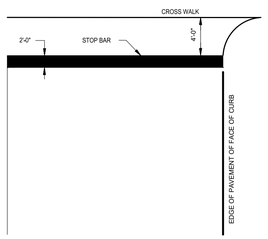
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SIGN MOUNTING DETAIL

N.T.S.

6

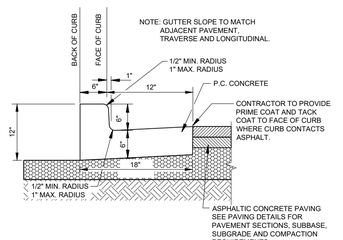


NOTE:
1. PAVEMENT STOP BARS ARE TO BE THERMOPLASTIC WHITE PAINT. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

STOP BAR DETAIL

N.T.S.

3



18" CURB AND GUTTER DETAIL

N.T.S.

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #69922

DATE: Jul. 31, 2025

NO.	DATE	REVISIONS

THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

GENERAL DETAIL SHEET 1

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3377
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C10.0

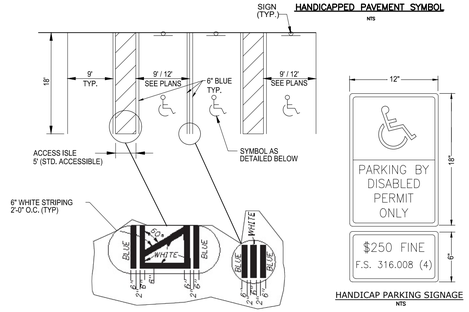
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NOTES:
1. ALL LETTERS ARE 1" SERIES "C", PER MUTCD.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
4. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
5. INSTALLATION HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).



* USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS OPTIONAL. WHEN USED, THIS SYMBOL SHALL BE 3 TO 5 FEET HIGH AND WHITE IN COLOR.

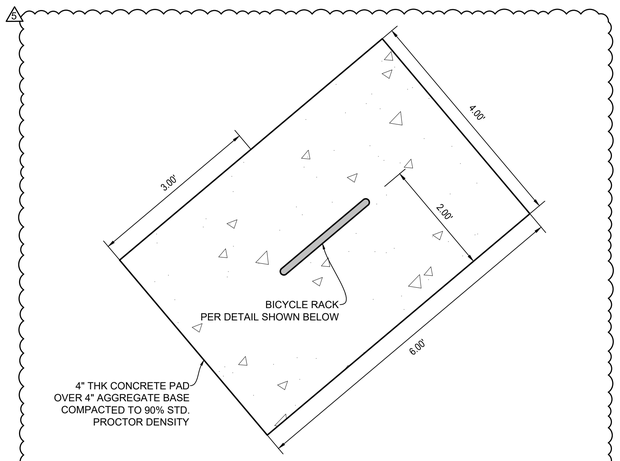
HANDICAPPED PAVEMENT SYMBOL
NTS

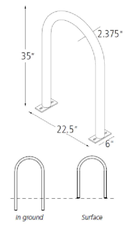


HANDICAP PARKING SIGNAGE
NTS

PARKING LOT STRIPING DETAILS
NTS

1



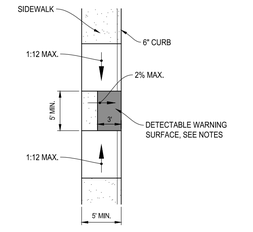


Product	Hoop Rack Heavy Duty
Capacity	2 Bikes
Materials	2" schedule 40 pipe (2.375" OD)
Finishes	Standard options: Galvanized Or Powder Coated



BICYCLE RACK DETAIL
NTS

4



IN-LINE RAMP

NOTES:
1. DETECTABLE WARNING SURFACE SHALL BE UTILIZED AT HAZARDOUS VEHICULAR AREAS AND SHALL BE A CONTINUOUS SURFACE 36" WIDE AS MEASURED IN THE DIRECTION OF THE RAMP.
2. DETECTABLE WARNING SURFACES SHALL CONSIST OF: EXPOSED AGGREGATE, SUCH AS ⅝" ADA TRUNCATED DOME PAVERS.
3. DETECTABLE WARNING SURFACE MATERIAL SHALL CONTRAST IN COLOR AND TEXTURE WITH THE ADJACENT WALKING SURFACES BY AT LEAST 70%. CONTRAST SHALL BE DETERMINED BY THE DIFFERENCE IN LIGHT REFLECTANCE VALUE (LRV) OF EACH MATERIAL.

ON-SITE ADA RAMPS
NTS

2

7

6

5

3

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #69092

DATE: Jul. 31, 2025

NO.	DATE	REVISIONS
1	07/31/25	ADD BICYCLE RACK PER CITY REQUEST

07/30/25

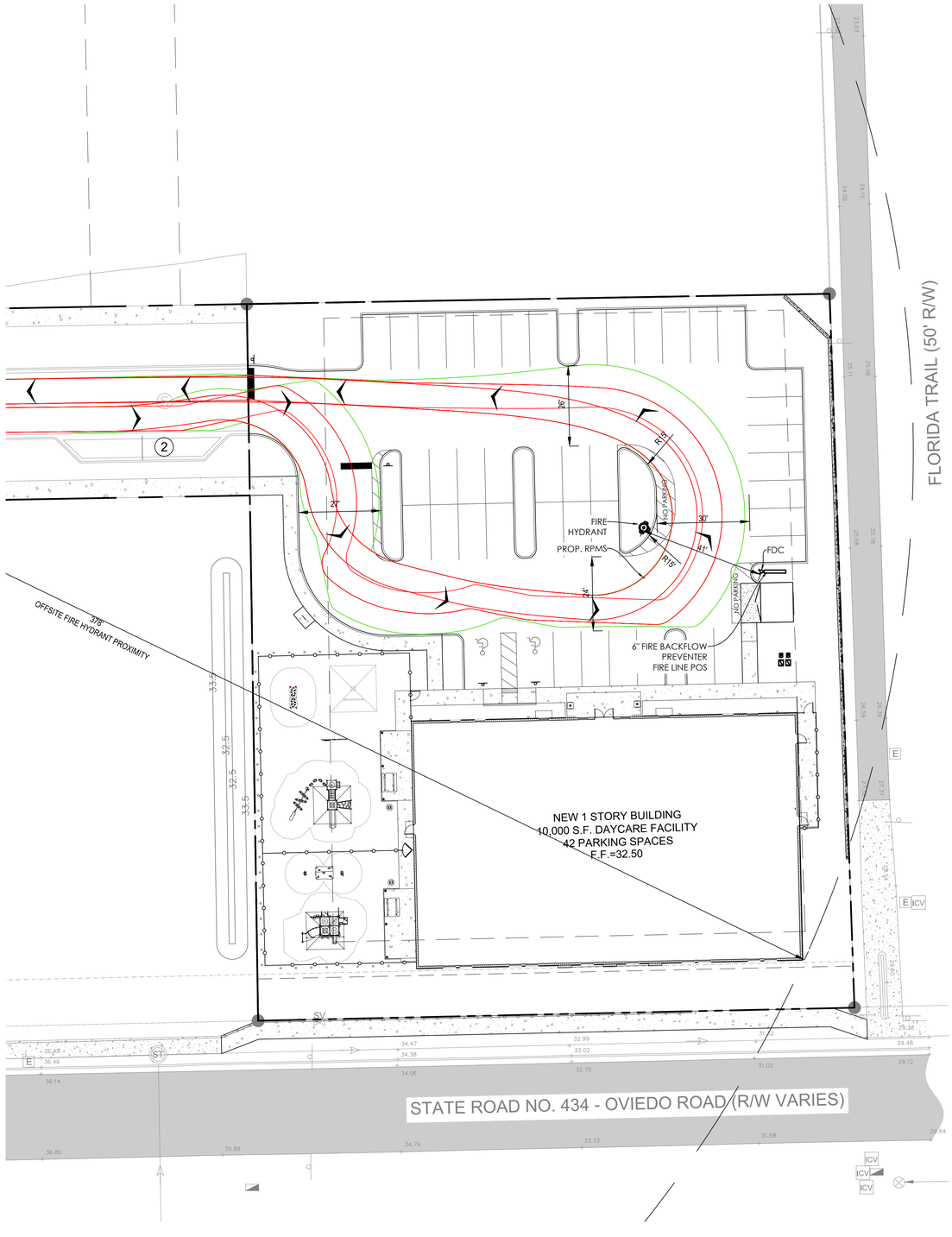
THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

GENERAL DETAIL
SHEET 2

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3177
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CERTIFICATE OF AUTHORIZATION # 28605

SHEET
C11.0

\\nv5.com\ponzuro\INF\INF-East\FL\ORL\Civil\civil2\24056.20\CONST\C11.0 GENERAL DETAIL SHEET 2.dwg — Jul 31, 2025 - 9:50pm

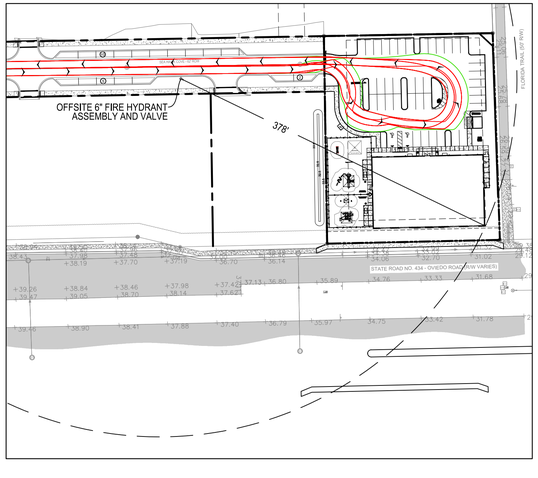


NOTES

1. FIRE DEPARTMENT ACCESS ROADS PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1, 16.1.4).
2. A SECOND ENTRANCE/EXIT MIGHT BE REQUIRED PER AHJ IF THE RESPONSE TIME FOR EMERGENCY IS EXCEEDED PER NFPA 1, SECTION 18.2.3.3 MULTIPLE ACCESS ROADS.
3. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. THIS APPLIES TO BOTH COMMERCIAL AND RESIDENTIAL DEVELOPMENTS. (NFPA 1, 16.4.3.1),
4. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK. (NFPA 1, 16.4.3,1.3).
5. FIRE FLOW TESTING SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 291, RECOMMENDED PRACTICE FOR FIRE FLOW TESTING.
6. A 36 IN. CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS AND A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 21/2 IN. NFPA 1, 18.5.7.
7. HYDRANT SHALL BE MARKED WITH A BLUE REFLECTOR THAT IS PLACED 6" IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.10.
8. ACCESS TO GATED SUBDIVISIONS OR DEVELOPMENTS SHALL PROVIDE FIRE DEPARTMENT ACCESS THROUGH AN APPROVED SOS AND SEMINOLE COUNTY KNOX KEY SWITCH. NFPA 1, 18.2.2.2.

FIRE FLOW CALCULATION

BUILDING LABEL:	COMMERCIAL OFFICE
BUILDING TYPE:	IBC II-B, NFPA II(000)
BUILDING FLOOR AREA:	10,000 SF
MINIMUM REQUIRED FIRE FLOW (NFPA1 TABLE 18.4.5.2.1):	2,250 GPM, 2 HOURS
75% FIRE FLOW REDUCTION PER NFPA 18.4.5.3.2	600 GPM
ACTUAL REQUIRED FIRE FLOW:	1000 GPM
NUMBER OF FIRE HYDRANT PROVIDED:	2 HYDRANTS (1 PROPOSED, 1 EXISTING)
MAXIMUM FIRE HYDRANT FIRE FLOW CAPACITY (NFPA13 TABLE 18.5.4.3):	1 PROPOSED HYDRANT AT < 250' = 1,500 GPM 1 EXISTING HYDRANT AT >250' = 1,000 GPM



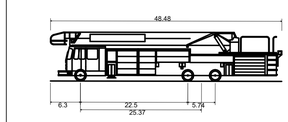
OFFSITE FIRE HYDRANT LOCATIONS
1" = 80'



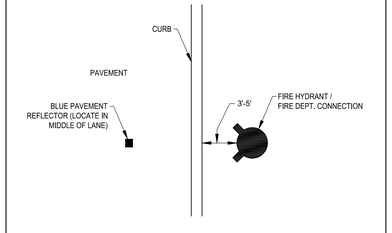
SCALE: 1" = 20'
0 20 40

LEGEND

- AUTOTURN VEHICLE
- SEMINOLE CO. AERIAL TRUCK FRONT AND REAR WHEEL TRACKS
- SEMINOLE CO. AERIAL TRUCK OVERHANG
- VEHICLE TRAVEL ARROW SYMBOL
- EXISTING ASPHALT PAVEMENT



Seminole Co. Aerial Truck	
Overall Length	48.480ft
Overall Width	6.910ft
Overall Body Height	10.241ft
Min Body Ground Clearance	0.671ft
Track Width	6.910ft
Lock-to-lock time	4.00s
Wall to Wall Turning Radius	48.417ft



PAVEMENT MARKING AT FIRE HYDRANT
N.T.S

JOB #: 24056.20
PRJ. MGR: FAP
DESIGNER: SCK
CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL LIC. #69092

DATE: Jul. 31, 2025

NO	DATE	REVISIONS
1	03/11/25	SITE PLAN REVIEW COMMENTS 03/04/25

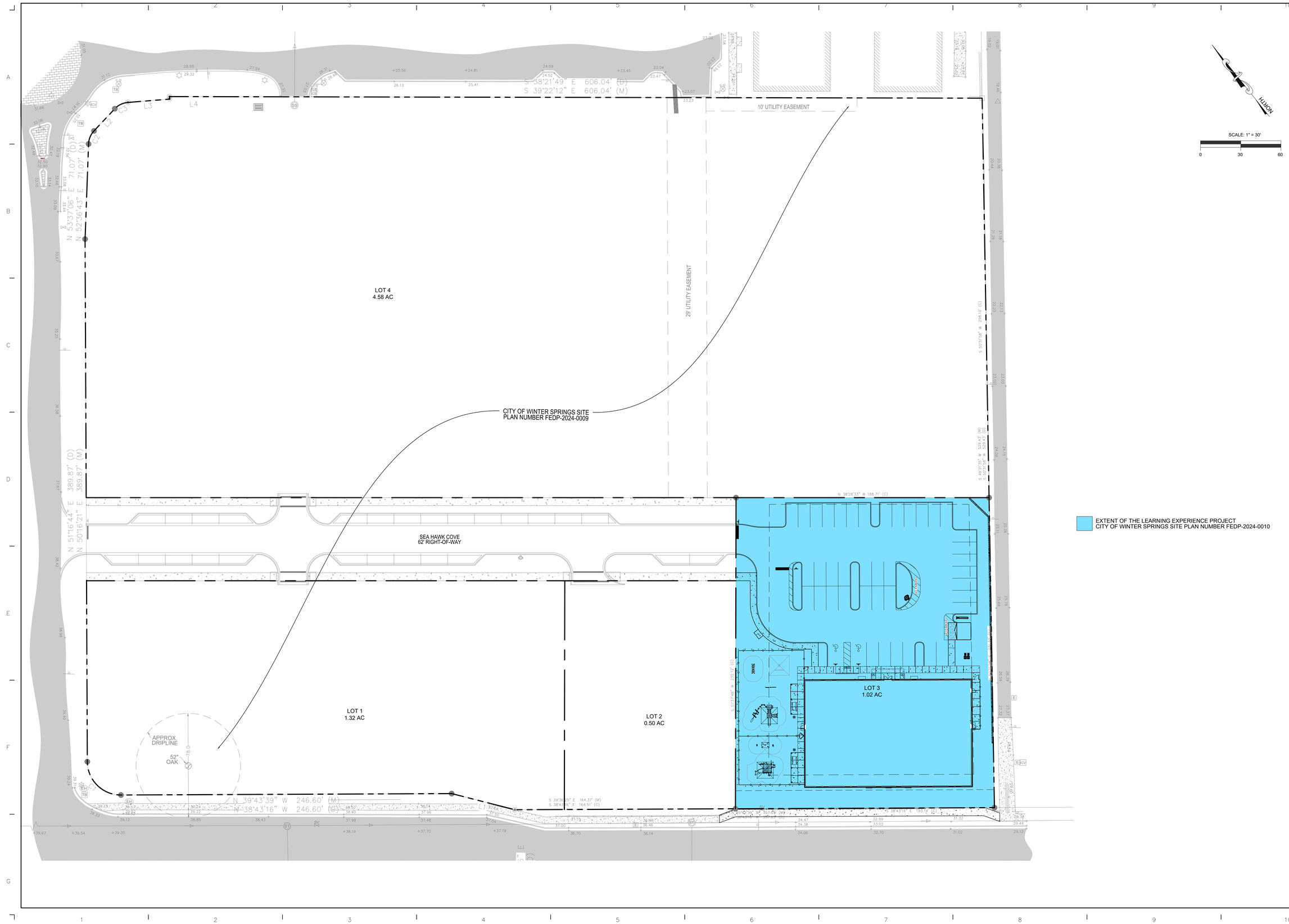
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3375
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

FIRE TRUCK ACCESS PLAN

SHEET
C12.0

\\nv5.com\gonzuro\INF\INF-East\FL\ORL\Civil\2 24056.20\CONST\C12.0 FIRE TRUCK ACCESS PLAN.dwg - Jul 31, 2025 - 9:49pm



JOB # 24056.20 | PRJ. MGR: FAP | DESIGNER: SCK | CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #69092

DATE: Jul. 31, 2025

NO.	DATE	REVISIONS
1	05/23/25	SITE PLAN REVIEW COMMENTS 04/24/25

THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

OVERALL DEVELOPMENT PLAN

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
407.487.2620
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29565

SHEET
C13.0

\\nv5.com\pranzuro\INF_East\FL\ORL\civil\civil2\24056.20\CONST\C13.0 OVERALL DEV PLAN.dwg – Jul 31, 2025 – 9:49pm

ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 25°10'29" W(M) N 24°10'06" W(D)	48.66'(M) 48.66'(D)
L2	S 86°18'18" E(M) S 85°17'55" E(D)	22.68'(M) 22.68'(D)
L3	S 86°04'56" E(M) S 43°04'36" E(D)	31.18'(M) 31.18'(D)
L4	N 50°24'26" E(M) N 51°24'49" E(D)	1.88'(M) 1.88'(D)

CURVE DATA TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.27'(M) 39.27'(D)	25.00'(M) 25.00'(D)	90°00'00"(M) 90°00'00"(D)	35.36'(M)	N 5°16'21" E (M) N 6°16'44" E (D)
C2	10.76'(M) 10.76'(D)	15.00'(M) 15.00'(D)	41°04'59"(M) 41°04'59"(D)	10.53'(M)	N 73°09'12" E(M) N 74°09'35" E(D)
C3	11.05'(M) 11.05'(D)	15.00'(M) 15.00'(D)	42°13'19"(M) 42°13'19"(D)	10.81'(M)	S 65°11'39" E(M) S 64°11'16" E(D)

GRAPHIC SCALE
0 20 40 80

SANITARY MANHOLE
NRE: 27.46'
SW INV: 16.32'
(6" PVC)

SANITARY MANHOLE
NRE: 27.46'
NE INV: 16.71'
(6" PVC)

SITE BENCHMARK
FOUND NAIL & DISK
STAMPED "TRAV PT LB 8246"
ELEVATION: 31.81'
N: 1585749.90
E: 573112.88

TREE SWALLOW DRIVE
60' ACCESS EASEMENT
(O.R.B. 9168 PAGE 1505)

2' CURB & GUTTER (TYPICAL)

S 38°21'49" E 606.04' (D)
S 39°22'12" E 606.04' (M)

SEMINOLE CROSSING TOWNHOMES
(PB. "86", PGS. 33-36)

THREE STORY WOOD FRAME APARTMENT COMPLEX

57.2'

5.0'

4.7'

50.5'

SITE BENCHMARK
FOUND NAIL & DISK
STAMPED "TRAV PT LB 8246"
ELEVATION: 19.58'
N: 1585202.13
E: 573958.07

CONCRETE WALL

(8.44'E)

FENCE POST IS 0.1' WEST OF THE PROPERTY CORNER

CATCH BASIN
RIM: 27.96'
BOTTOM OF STRUCTURE: 19.38'

L3 L4 L2 C3 C2 C1

N 53°37'06" E 71.07' (D)
N 52°36'43" E 71.07' (M)

MICHAEL BLAKE BOULEVARD (R/W VARIES)

N 51°16'44" E 389.87' (D)
N 50°16'21" E 389.87' (M)

SOUTHEASTERLY R/W LINE OF MICHAEL BLAKE BOULEVARD

NORTHWESTERLY BOUNDARY OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) (O.R.B. 9168, PG. 1505)

ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) (O.R.B. 9168, PG. 1505)

S 50°31'58" W 296.10' (C)

50'

S 49°31'35" W 529.43' (M)
S 50°31'58" W 529.43' (D)

PARENT PARCEL
A PORTION OF LOT 8, BLOCK "A" OF D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP (PB. "1", PG. 5) LANDS DESCRIBED IN O.R.B. 9168, PG. 1498 ± 8.106 ACRES (M) (VACANT LAND)

PARCEL B
± 7.091 ACRES (M) (VACANT LAND)

N 38°28'33" W 188.71' (C)

FLORIDA TRAIL (50' R/W)

LANDS DESCRIBED IN O.R.B. 3988, PG. 1075 OWNER: TITTGREENWAYS & TRAILS WINTER SPRINGS TOWN CENTER (TAX PARCEL ID# 06-21-30-5AR-0A00-006B)

S 51°37'48" W 232.12' (C)

N 50°31'58" E 231.33' (C)

PARCEL A
± 1.015 ACRES (M) (VACANT LAND)

POINT OF BEGINNING
PARCEL "B"
PARENT PARCEL

POINT OF BEGINNING
PARCEL "A"

SOUTHEASTERLY R/W LINE OF MICHAEL BLAKE BOULEVARD (PER DEED)

NORTHEASTERLY R/W LINE OF STATE ROAD NO. 434

15' UTILITY EASEMENT (O.R.B. 7486, PG. 155)

N 39°43'39" W 246.60' (M)
N 38°43'16" W 246.60' (D)

S 39°36'25" E 164.37' (M)
S 38°43'16" E 164.51' (C)

L1

N 39°43'39" W 357.65' (M)
N 38°43'16" W 357.65' (D)

S 38°43'16" E 193.14' (C)

± 292'

STORM MANHOLE
NRE: 40.80'
SE INV: 35.28'
(18" RCP)

SITE BENCHMARK
FOUND 5/8" IRON & CAP
MARKED "TRAV PT LB 8246"
ELEVATION: 40.63'
N: 1585320.46
E: 572685.68

STORM MANHOLE
NRE: 36.86'
SW INV: 31.88' (18" RCP)
SE INV: 31.81' (18" RCP)
NW INV: 31.83' (18" RCP)

2' CURB & GUTTER (TYPICAL)

STORM MANHOLE
NRE: 35.97'
SW INV: 30.47' (18" RCP)
SE INV: 30.30' (18" RCP)
NW INV: 30.34' (18" RCP)

STATE ROAD NO. 434 - OVIEDO ROAD (R/W VARIES)

FENCE POST IS 1.9' SOUTH OF THE PROPERTY CORNER

STORM MANHOLE
NRE: 27.83'
NW INV: 22.80'
(18" RCP)

SITE BENCHMARK
FOUND 5/8" IRON & CAP
MARKED "TRAV PT LB 8246"
ELEVATION: 28.93'
N: 1584822.53
E: 573114.51

POINT OF COMMENCEMENT
INTERSECTION OF SR. NO 434 & TUSKAWILLA ROAD (PER FDOT R/W MAP, SECTION 77070-2516, PG. 10, P.I. STATION 600+32.11)

BASELINE OF SURVEY AS SHOWN ON FDOT F/W MAP, SECTION 77070-2516, PG. 10, P.I. STATION 600+32.11

S 38°23'24" E 1320.11' (D)

N 51°36'26" E 94.94' (D)

STORM MANHOLE
NRE: 39.06'
NE INV: 33.68'
(18" RCP)

STORM MANHOLE
NRE: 35.86'
NE INV: 31.52'
(18" RCP)

ZONING RESTRICTIONS:

NOT PROVIDED AT THE TIME OF THIS SURVEY

LEGEND AND VICINITY MAP:
SEE PAGE 2 OF 2

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA F.I.R.M. PANEL NO. 160 OF 330, COMMUNITY PANEL NO. *120295 0160 F, EFFECTIVE DATE: SEPTEMBER 28, 2007.

LEGAL DESCRIPTION: LEGAL DESCRIPTION: (PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024)
PARENT PARCEL:

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP FOR THE POINT OF BEGINNING, SAID POINT ALSO LYING UPON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 7486, PAGE 138, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, FOR A POINT OF BEGINNING; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: RUN N24°10'06"W A DISTANCE OF 48.66 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 246.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; AND A CHORD BEARING OF N06°16'44"E, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN N51°16'44"E A DISTANCE OF 389.87 FEET; THENCE RUN N53°37'06"E A DISTANCE OF 71.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF N74°09'35"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°04'59" A DISTANCE OF 10.76 FEET TO THE POINT OF TANGENCY; THENCE RUN S85°17'55"E A DISTANCE OF 22.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S64°11'16"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'19" A DISTANCE OF 11.05 FEET TO THE POINT OF TANGENCY; THENCE RUN S43°04'36"E A DISTANCE OF 31.18 FEET; THENCE RUN N51°24'49"E A DISTANCE OF 1.88 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S38°21'49"E A DISTANCE OF 606.04 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE RUN S50°31'58"W ALONG SAID NORTHWESTERLY BOUNDARY LINE A DISTANCE OF 529.43 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 357.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: EASEMENT RIGHTS ARISING UNDER THAT CERTAIN EASEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS H, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1505, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ALSO TOGETHER WITH: EASEMENT RIGHTS ARISING UNDER THAT CERTAIN DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1520, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL A (DESCRIPTION PROVIDED BY SURVEYOR)

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.14 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE N50°31'58"W, ALONG SAID NORTHWESTERLY BOUNDARY, A DISTANCE OF 231.33 FEET; THENCE N38°28'33"W, A DISTANCE OF 188.71 FEET; THENCE S51°37'48"W, A DISTANCE OF 232.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.015 ACRES, MORE OR LESS.

PARCEL B (DESCRIPTION PROVIDED BY SURVEYOR)

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP FOR THE POINT OF BEGINNING, SAID POINT ALSO LYING UPON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 7486, PAGE 138, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, FOR A POINT OF BEGINNING; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, RUN ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: RUN N24°10'06"W A DISTANCE OF 48.66 FEET; THENCE RUN N38°43'16"W A DISTANCE OF 246.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; AND A CHORD BEARING OF N06°16'44"E, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN N51°16'44"E A DISTANCE OF 389.87 FEET; THENCE RUN N53°37'06"E A DISTANCE OF 71.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF N74°09'35"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°04'59" A DISTANCE OF 10.76 FEET TO THE POINT OF TANGENCY; THENCE RUN S85°17'55"E A DISTANCE OF 22.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF S64°11'16"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'19" A DISTANCE OF 11.05 FEET TO THE POINT OF TANGENCY; THENCE RUN S43°04'36"E A DISTANCE OF 31.18 FEET; THENCE RUN N51°24'49"E A DISTANCE OF 1.88 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S38°21'49"E A DISTANCE OF 606.04 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE RUN S50°31'58"W ALONG SAID NORTHWESTERLY BOUNDARY LINE A DISTANCE OF 298.10 FEET; THENCE N38°28'33"W, A DISTANCE OF 232.12 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, RUN N38°43'16"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 164.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7.091 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. MEASURED COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO STATE PLANE FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 1983).
2. OBSERVED EVIDENCE OF UTILITIES HAS BEEN SHOWN PURSUANT TO SECTION 5 PARAGRAPH E (iv) OF THE ALTA/NSPS MINIMUM STANDARD DETAIL REQUIREMENTS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. THIS SURVEY WAS PRODUCED WITH THE BENEFITS OF FURNISHED TITLE WORK VIA FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024. NO FURTHER INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN, AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THE SURVEYOR.
5. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
6. FENCING, SYMBOLS AND MONUMENTATION SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
7. IN THE OPINION OF THIS SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCEL IN RELATION TO THE DESCRIPTION OF RECORD AND THOSE EXISTING LAND CORNERS FOUND TO BE ACCEPTABLE BY THIS SURVEYOR.
8. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
9. VERTICAL DATUM REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988) AND WERE DERIVED FROM SEMINOLE COUNTY BENCHMARK DESIGNATION #5172001, WITH A PUBLISHED ELEVATION OF 16.09 FEET (NAVD88).
10. ADDITIONAL POINTS MAY BE FOUND BY TURNING ON THE SV-NODE* LAYERS IN THE SUPPLIED DIGITAL FILE.
11. ONLY TREES 6" IN DIAMETER OR GREATER (MEASURED AT CHEST HEIGHT) ARE SHOWN HEREON.
12. TOPOGRAPHIC INFORMATION SHOWN HEREON BASED ON GROUND SURVEY. CONTOURS SHOWN HEREON REFLECT 1-FOOT INTERVALS.
13. THERE WERE NO MARKED PARKING SPACES OBSERVED AT THE TIME OF THIS SURVEY.
14. THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS BEING CONDUCTED AT THE TIME OF THIS SURVEY.
15. THERE WAS NO EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES, CURRENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT THE TIME OF THIS SURVEY.
16. THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A CEMETERY, SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
17. DISTANCE TO NEAREST INTERSECTING STREET IS 435 FEET, MORE OR LESS, TO THE INTERSECTION OF MICHAEL BLAKE BOULEVARD AND STATE ROAD 434.

SCHEDULE B-2: (AS FURNISHED PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024)

ITEM NO. 4: THIS PROPERTY IS SUBJECT TO THE RESTRICTION AS TO THE NEARBY PROPERTY ONLY, AND NO OTHER RESTRICTION, AS DEFINED IN AND SET FORTH IN PARAGRAPH 18.02(C) OF THE THIRD AMENDMENT TO MEMORANDUM OF LEASE RECORDED MAY 30, 2006, IN OFFICIAL RECORDS BOOK 6265, PAGE 934, AS EVIDENCED BY THAT CERTAIN LEASE DATED OCTOBER 19, 2001, BY AND BETWEEN CAPITAL GREEN I, LLC, A GEORGIA LIMITED LIABILITY COMPANY ("LANDLORD") AND PUBLIX SUPER MARKETS, INC., A FLORIDA CORPORATION ("TENANT") AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF LEASE RECORDED SEPTEMBER 27, 2002, IN OFFICIAL RECORDS BOOK 4539, PAGE 651; AS AMENDED BY FIRST ADDENDUM TO MEMORANDUM OF LEASE RECORDED FEBRUARY 16, 2003, IN OFFICIAL RECORDS BOOK 4713, PAQE 1200; FURTHER AMENDED BY SECOND AMENDMENT TO MEMORANDUM OF LEASE RECORDED JUNE 9, 2005, IN OFFICIAL RECORDS BOOK 5759, PAGE 833; AS FURTHER AMENDED BY THIRD AMENDMENT TO MEMORANDUM OF LEASE MAY 30, 2006, IN OFFICIAL RECORDS BOOK 6265, PAGE 934; AS FURTHER AMENDED BY FOURTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED MAY 30, 2006, IN OFFICIAL RECORDS BOOK 6265. PA0E 944 AND AS FURTHER AMENDED BY FIFTH AMENDMENT TO MEMORANDUM OF LEASE RECORDED FEBRUARY 11, 2013, IN OFFICIAL RECORDS BOOK 7962 PAGE 1505. (NO PLOTTABLE INFORMATION)

ITEM NO. 5: THIS PROPERTY IS SUBJECT TO THE FUTURE DEVELOPMENT COMMITMENT AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS INC., A DELAWARE CORPORATION AND THE CITY OF WINTER SPRINGS, FLORIDA RECORDED NOVEMBER 29, 2010, IN OFFICIAL RECORDS BOOK 7486 PAGE 146. (NO PLOTTABLE INFORMATION)

ITEM NO. 6: THIS PROPERTY IS SUBJECT TO THE UTILITY EASEMENT AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS INC., A DELAWARE CORPORATION AND THE CITY OF WINTER SPRINGS, FLORIDA, A FLORIDA MUNICIPAL CORPORATION RECORDED NOVEMBER 29, 2010, IN OFFICIAL RECORDS BOOK 7486 PAGE 155. (AS SHOWN HEREON)

ITEM NO. 7: THIS PROPERTY IS SUBJECT TO THE DEVELOPMENT AGREEMENT (MULTI-FAMILY/MIXED USE APARTMENT PROJECT-S.R. 434), BY AND BETWEEN THE CITY OF WINTER SPRINGS, FLORIDA AND WINTER SPRINGS HOLDINGS INC., A DELAWARE CORPORATION, RECORDED APRIL 9, 2015, IN OFFICIAL RECORDS BOOK 8446, PAGE 1131; AS MODIFIED BY THAT CERTAIN FIRST MODIFICATION OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTER SPRINGS, A FLORIDA MUNICIPAL CORPORATION AND WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, RECORDED JANUARY 31, 2017, IN OFFICIAL RECORDS BOOK 8802, PAGE 1719. (NO PLOTTABLE INFORMATION)

ITEM NO. 8: THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN THAT CERTAIN DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE LIMITED LIABILITY COMPANY AND WINTER SPRINGS APARTMENTS, LP, A DELAWARE LIMITED PARTNERSHIP RECORDED MARCH 3, 2017, IN OFFICIAL RECORDS BOOK 8871, PAQE 98; AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND WINTER SPRINGS APARTMENTS, LP, A DELAWARE LIMITED LIABILITY PARTNERSHIP RECORDED AUGUST 3, 2017, IN OFFICIAL RECORDS BOOK 8964, PAQE 1579 AND AS AFFECTED BY WAIVER AND RELEASE OF USE RESTRICTION AND CONSENT TO FUTURE AMENDMENT RECORDED JULY 12, 2024, IN OFFICIAL RECORDS BOOK 10660 PAGE 912. (NO PLOTTABLE INFORMATION)

ITEM NO. 9: THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN THAT CERTAIN EASEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168 PAQE 1505. (AS SHOWN HEREON)

ITEM NO. 10: THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN THAT CERTAIN DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN TUSKAWILLA RETAIL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TUSKAWILLA RETAIL PARTNERS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER THE WSR TRUST AGREEMENT DATED JULY 2, 2018 AND JOINED IN BY DFC SEMINOLE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 9, 2018, IN OFFICIAL RECORDS BOOK 9168, PAGE 1520. (AFFECTS SUBJECT PROPERTY BUT NO PLOTTABLE INFORMATION)

SURVEYOR'S CERTIFICATION:

TO: KW PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; FIDELITY NATIONAL TITLE INSURANCE COMPANY; CALLOWAY TITLE AND ESCROW, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(B), 8, 9, 11, 13, 14, 16, 17 AND 19, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 22, 2024.

Clinton N Rickner

Digitally signed by Clinton N Rickner
DN: cn=Clinton N Rickner, o=Kimley-Horn and Associates, Inc., ou=Lake Mary, st=Florida, c=US, email=clint.rickner@kimley-horn.com
Reason: I am the author of this document
Location: Orlando, FL
Date: 2024-09-23 15:14:49-04'00'

CLINTON N. RICKNER
FLORIDA SURVEYOR & MAPPER CERTIFICATE NUMBER 7409
CLINT.RICKNER@KW5.COM

09/23/2024
DATE OF PLAT OR MAP:

11801 Research Drive
Alachua, FL 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-5075

CHW
AN KW5 COMPANY

SCALE: 1" = 40'
VERIFY SCALE BAR ON DRAWING 1"
0 IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.

SEE SURVEYOR'S CERTIFICATION

CERTIFIED TO:

SURVEY DATE: 08/21/2024
REVISION DATE: N/A
PROJECT NUMBER: 24-0422.01

TECHNICIAN: CNR
CREW CHIEF: CNR
CHECKED BY: CNR
FIELD BOOK & PAGE: 65 / 13-18

CLINTON N. RICKNER
SEE SURVEYOR'S CERTIFICATION
Professional Surveyor & Mapper Fla. License No. 7409

This map prepared by:

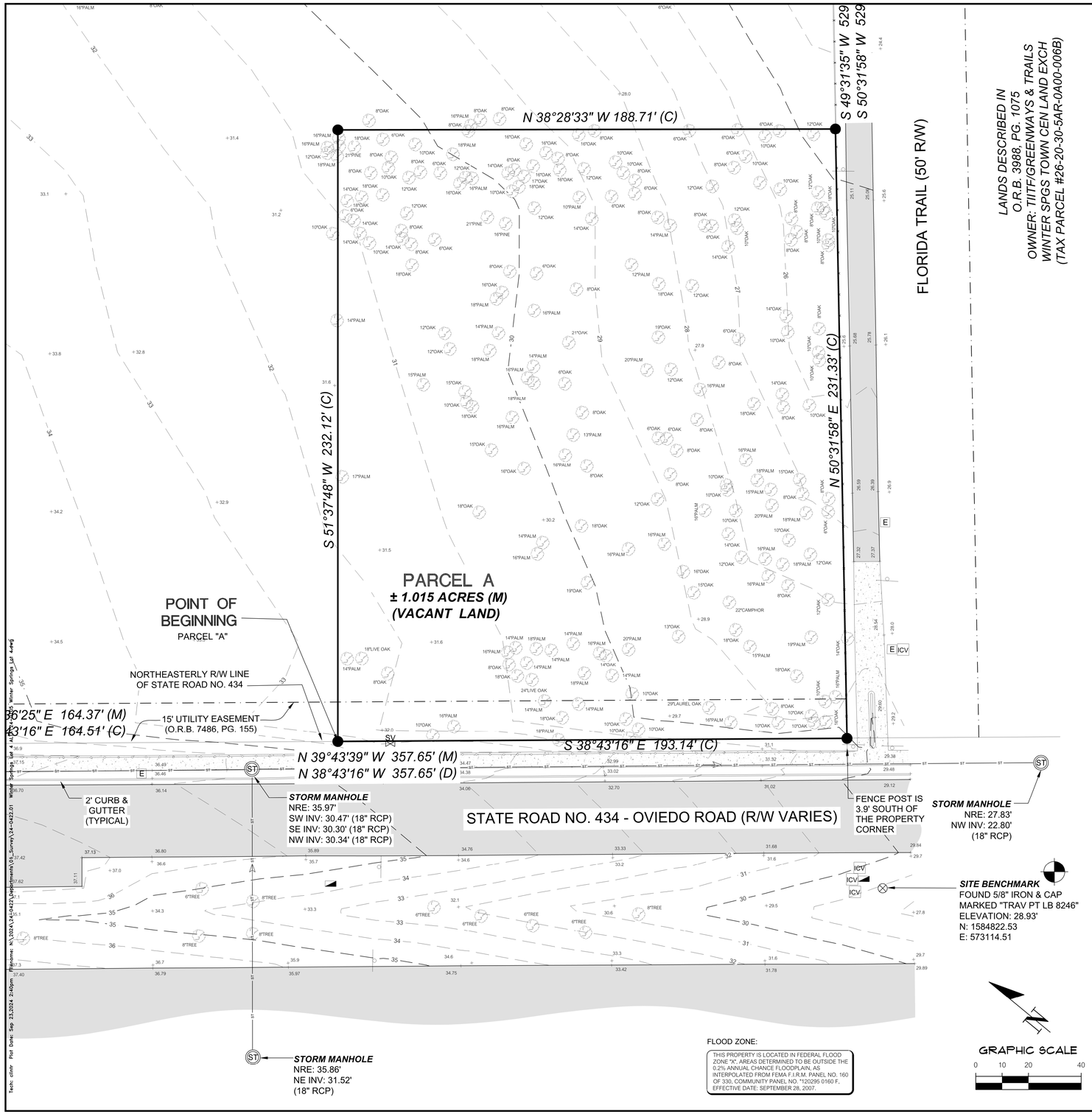
Certificate of Authorization No. L.B. 5075
SHALL NOT BE VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.: 1 OF 2

Tech: clchr Plot Date: Sep 23,2024 1:22pm Filename: N:\2024\24-0422\Deportment\01_Survey\24-0422.01 Winter Springs Lot 4 ALTA_24-0105 Winter Springs Lot 4.dwg

ALTA/NSPS LAND TITLE SURVEY

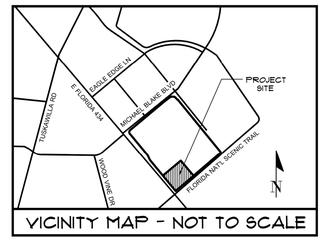
LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA



LANDS DESCRIBED IN
O.R.B. 3988, PG. 1075
OWNER: TIITF/GREENWAYS & TRAILS
WINTER SPGS TOWN CEN LAND EXCH
(TAX PARCEL #26-20-30-5AR-0A00-006B)

SURVEYORS NOTES:

1. MEASURED COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO STATE PLANE FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 1983),
2. OBSERVED EVIDENCE OF UTILITIES HAS BEEN SHOWN PURSUANT TO SECTION 5 PARAGRAPH E (IV) OF THE ALTA/NSPS MINIMUM STANDARD DETAIL REQUIREMENTS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. THIS SURVEY WAS PRODUCED WITH THE BENEFITS OF FURNISHED TITLE WORK VIA FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024. NO FURTHER INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN, AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THE SURVEYOR.
5. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
6. FENCING, SYMBOLS AND MONUMENTATION SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
7. IN THE OPINION OF THIS SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCEL IN RELATION TO THE DESCRIPTION OF RECORD AND THOSE EXISTING LAND CORNERS FOUND TO BE ACCEPTABLE BY THIS SURVEYOR.
8. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
9. VERTICAL DATUM REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988) AND WERE DERIVED FROM SEMINOLE COUNTY BENCHMARK DESIGNATION #5172001, WITH A PUBLISHED ELEVATION OF 16.09 FEET (NAVD88).
10. ADDITIONAL POINTS MAY BE FOUND BY TURNING ON THE SV-NODE* LAYERS IN THE SUPPLIED DIGITAL FILE.
11. ONLY TREES 6" IN DIAMETER OR GREATER (MEASURED AT CHEST HEIGHT) ARE SHOWN HEREON.
12. TOPOGRAPHIC INFORMATION SHOWN HEREON BASED ON GROUND SURVEY. CONTOURS SHOWN HEREON REFLECT 1-FOOT INTERVALS.
13. THERE WERE NO MARKED PARKING SPACES OBSERVED AT THE TIME OF THIS SURVEY.
14. THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS BEING CONDUCTED AT THE TIME OF THIS SURVEY.
15. THERE WAS NO EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES, CURRENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT THE TIME OF THIS SURVEY.
16. THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A CEMETERY, SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
17. DISTANCE TO NEAREST INTERSECTING STREET IS 435 FEET, MORE OR LESS, TO THE INTERSECTION OF MICHAEL BLAKE BOULEVARD AND STATE ROAD 434.



VICINITY MAP - NOT TO SCALE

LEGEND:

(D) = DATA BASED ON OFFICIAL RECORDS
(M) = DATA BASED ON FIELD MEASUREMENTS
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
R/W = RIGHT OF WAY
ID. = IDENTIFICATION
INV = INVERT
RCP = REINFORCED CONCRETE PIPE
O.R.B. = OFFICIAL RECORDS BOOK
PB. = PLAT BOOK
PG. = PAGE
OAK = OAK TREE
PALM = PALM TREE
PINE = PINE TREE
TREE = UNKNOWN TREE
30. = CONTOUR LINE
= TREE (SIZE/TYPE AS NOTED)

= IRRIGATION CONTROL VALVE
= CLEANOUT
= ELECTRIC HANDHOLE
= STORM SEWER MANHOLE
= SEWER VALVE
= TELEPHONE JUNCTION BOX
= FOUND 4"X4" CONCRETE MONUMENT (AS NOTED)
= FOUND 1/2" REBAR & CAP (AS NOTED)
= FOUND IRON ROD (NO ID.)
= FOUND NAIL & DISK (AS NOTED)
= SET 5/8" STEEL ROD & CAP (LB 5075)
= TRAFFIC SIGN
= BENCHMARK
X30.5 = SPOT ELEVATION (PERVIOUS)
X 30.45 = SPOT ELEVATION (IMPERVIOUS)

= IRRIGATION CONTROL BOX
= ELECTRIC BOX
= TRAFFIC SIGNAL BOX
= WOOD LIGHT POLE
= METAL LIGHT POLE
= WATER VALVE
= WATER METER
= STORM INLET
= METAL HANDRAIL
= 4' METAL LINK FENCE
= ASPHALT SURFACE
= CONCRETE SURFACE
= BRICK SURFACE

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA F.I.R.M. PANEL NO. 160 OF 330, COMMUNITY PANEL NO. "120295 0160 F, EFFECTIVE DATE: SEPTEMBER 28, 2007.

11801 Research Drive
Alachua, FL 32615
(407) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-5075

CHW
AN NV5 COMPANY

SCALE: 1" = 20'

VERIFY SCALE BAR IS CORRECT ON PRINTED MEDIA.
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.
0 1" 2"

CERTIFIED TO:

SURVEY DATE: 07-22-2024
REVISION DATE: N/A
PROJECT NUMBER: 24-0422.01

TECHNICIAN: NAD
CREW CHIEF:
CHECKED BY: CNR
FIELD BOOK & PAGE: 65 / 13-18

SEE SURVEYOR'S CERTIFICATION

CLINTON N. RICKNER
SEE SURVEYOR'S CERTIFICATION
Professional Surveyor & Mapper Fla. License No. 7409

This map prepared by:

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED (OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.: 2 OF 2

Tech: clnr Plot Date: Sep 23,2024 2:40pm File Name: N:\2024\24-0422.01\Survey\24-0422.01 Winter Springs Lot 4.dwg

SECTION – 02800
LANDSCAPE WORK

PART I – GENERAL

1.01 Scope of Work:

Provide all labor, materials, equipment and incidentals required to prepare planting beds and install landscape planting in accordance with the plans and as specified.

Related Work Specified Elsewhere:

A. Section 02952 – Site Maintenance

1.03 General Requirements:

A. Finish Grade: The Contractor will perform the fine grading and amend the soil as required by these specifications. The contractor is responsible for any trees/shrubs that are planted prior to achieving final grade.

B. Comply with applicable Federal, State, County and local codes, ordinances and regulations governing landscape materials and work.

C. The work shall be coordinated with other trades to prevent conflicts.

D. All planting shall be performed by personnel familiar with planting procedures and under the supervision of a qualified landscape foreman.

E. Prior to the preparation of planting areas and plant pits, ascertain the location of all landscape underdrain trenches, electrical cable, conduits, utility lines, oil tanks, supply lines and other subsurface structures so that proper precautions may be taken not to disturb or damage any of these elements or improvements.

F. Prior to bidding, the Contractor shall visit the site and ascertain all site conditions, including utilities, slopes, access and available work space to preclude any misunderstandings and ensure a trouble-free installation. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities. The contractor shall notify all utilities servicing the work area at least 48 hours prior to any excavation so that underground utilities may be located.

G. Excavate all planting beds to their proper dimensions per the details.

H. Prior to placing planting mix and backfill, or commencing with planting of trees or shrubs, obtain the Owner's approval of soil amendments and backfill soils.

I. The Contractor shall take all necessary precautions to avoid damage to any building, building structure or waterproofing while working adjacent to fixed buildings, walls or other structures. The use of mechanical equipment within five (5) feet of any building or existing structure to move plants or materials shall be approved by the City prior to its use. The Contractor shall be responsible for all damages to the subsurface utilities, buildings, or building footings caused by his operations.

Applicable Documents:

A. Plants:

1. Nomenclature: Shall conform to the names given in "Standardized Plant Names", 1942 Editions, prepared by the American Joint Committee on Horticultural Nomenclature or by the Bureau of Plant Industry, State of Florida.

2. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.

3. Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization of the Owner and City.

1.05 Quality Control:

A. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, fungi plant diseases and injuries.

B. Trees shall be heavily branched. All trees shall have a dominant leader and no crossing branches.

C. Plant material shall be graded Florida No. 1 or better as outlined under "Grades and Standards for Nursery Plants", established by the Florida Dept. of Agriculture.

D. The Owner shall have the right, at any stage of the operations, to reject any and all work and materials, which, in their opinion, do not meet the requirements of these specifications or aesthetically do not comply with design intent. Trees that are scarred or damaged during delivery or off loading will be rejected.

E. Representative samples of proposed plant materials are required to be inspected and approved by the Owner prior to any delivery to the project site. Such samples may be viewed at the respective nurseries prior to delivery to the project site.

Inspection:

A. All shipments of plant material shall be properly inspected at the nursery or at the growing site by the authorized State Agencies, prior to delivery to the project site.

B. All required inspection certificates shall accompany the bill of laden or invoices. Required transportation documents are to be submitted with invoices as back-up.

1.07 Soil Testing & Analysis:

A. The Landscape Contractor is required to take representative samples of the site soils.

B. Submit all samples to an independent testing laboratory for analysis. Laboratory selection is required to be approved by the Owner. Test for soil pH, salts, magnesium, calcium, phosphorus, potash, and percolation rates. Report from laboratory will identify nutrient deficiencies and recommendations to correct the deficiences and to adjust pH to comply with the specifications. Submittal of the Contractor's fertilizer program for the maintenance period is required prior to acceptance.

C. Certificates:

1. Manufacturer's certification and/or testing laboratory certification that content of soil conditioners meet specification requirements.

2. Manufacturer's certificate of fertilizer's chemical composition including but not limited to percentage and derivation of nitrogen, phosphorus, potassium, and I micro-nutrients.

1.08 Measurements:

A. The minimum acceptable size of all plants measured after pruning, with branches in normal positions, shall conform to the measurements as shown on landscape plans and conform to the grades and standards established by the Florida Dept. of Agriculture.

B. Substantial deviations from these measurements must be approved by the City.

C. The caliper of tree trunks is to be taken twelve inches above the ground level.

1.09 Pre-performance Conference:

A. Provide a tentative working schedule including sequence of performance with bar charts.

B. Provide the proposed method of traffic control.

C. Provide a list of emergency phone numbers.

D. A Preconstruction conference will be required. Meeting to be scheduled by the Owner.

1.10 Shipment and Delivery:

A. Contractor shall notify the City and Owner, a minimum of 48 hours in advance, of all plant material deliveries. CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE CITY WITH NURSERY CERTIFICATION OF PLANT MATERIAL GRADE PRIOR TO DELIVERY TO SITE.

B. Plant materials shall be protected from weather and adequately packed to prevent breakage and drying during transit.

C. The Owner may exercise its option to inspect, select and assist the Contractor with the tagging of plant materials at the nursery.

D. Legible tags will be attached to at least one plant of each species. Packages, boxes, or bunches of plants will be identified with a similar tag attached. Plants which do not meet specifications for quality herein stated or plants that show improper handling or arrive on site in an unsatisfactory condition will be rejected. Rejected plants shall immediately be removed, disposed of, and replaced with approved nursery stock of like variety, size and age. These plants shall be replaced without additional cost to the Owner.

E. Final acceptance of plant material will be given only after material is planted and after meeting requirements prescribed herein.

PART II – PRODUCTS

2.01 Topsoil:

A. Topsoil material shall be free from subsequent hard clods, stiff clay, hard pan, stones larger than one inch (1) in diameter, noxious weeds and plants, including nutgrass and torpedo grass, sods, partially disintegrated debris, insects or any other undesirable material, plants, or seeds, that would be toxic or harmful to growth. All beds which contain topsoil contaminated with nut grass or torpedo grass shall have the top 24" of soil removed and replaced with uncontaminated soil or fumigated at no additional cost to the Owner. Topsoil shall be obtained from approved sources and shall contain 24 % orgonic matter. PH shall range from 5.5 to 7.5 inclusive.

2.02 Planting Mix and Backfill:

A. All planting areas shall be backfilled with a mixture of prepared and approved plant mix as shown below.

Planting Beds:
60 % Florida Fibrous Peat
20 % Compost
20 % Sand

B. Mix as prepared by Hillary Peat or approved equal.

C. All planting areas shall be stripped of all grass, weeds, trash, soil, etc.

D. Provide soil additive to adjust PH to be within range of 5.5 to 7.5 inclusive.

2.03 Plant Material:

A. The words "Plant Materials" or "Plants" refer to and include trees, shrubs, ground cover, grass or herbaceous materials.

B. Plant species shall conform to those indicated on the plans and in the specifications.

C. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests or their eggs and shall have healthy normal growth and root systems. Tree trunks shall have the specified caliper, straight with no fresh cuts, scrapes or scars, and shall have the specified clear trunk height.

D. Plants, with the exception of "Hurricane Cut" palm trees, shall not be pruned prior to delivery except as approved by the Owner.

E. All shrubs and ground covers are required to be container grown. Trees are required to be one of the following unless specified otherwise in the Plant List:

1. Container Grown:

Plastic containers: Trees grown in plastic containers should be well established in the container. Minimum container size guidelines will follow those established by the Florida Dept. of Agriculture in the Florida Grades and Standards. Root bound container plants will not be accepted. No synthetic grow bags or equivalent will be accepted.

2. Field Grown:

Shall have the appropriate root ball size based on the trees diameter and height as estcblished by the American National Standards Institutes recommendations. Field grown trees should be hardened off in the nursery for a period of 60-90 days.

F. Collected plants shall not be used unless specifically called for in the specifications or approved in writing by the Owner. The type, size and availability of specific species will be the basis of selection of any collected plants.

G. All plants for this project, which can only be secured outside of the Central Florida area, are required to be acclimatized for a minimum period of one (1) year. The acclimatization of these plants must take place off-site at the Contractor's secured property or certified nursery grower's site. The cost of acclimatization and its scheduling are the responsibility of the contractor.

2.04 Quantities:

A. The quantities shown in the leader call outs in the plans govern the required installed quantities. The Plant List is provided as a reference only. The contractor is responsible for his own take-off. Discrepancies must be brought to the Owner's attention, in writing, or be corrected by the Contractor at no additional expense to the Owner.

2.05 Fertilizer for Plantings:

A. Commercial grade fertilizer to comply with State of Florida Fertilizer laws. Chemical designation shall be as specified with at least 70 % of the nitrogen derived from a non-water soluble organic or slow release source.

B. Fertilizer shall include all trace elements plus 3.00 % magnesium. Percentages shall be verified by the soil test report fertilizer recommendations and revised, if necessary.

1. Federal Specifications O-F-241 Type 1, Grade A or B.

2. The chemical designation for granular fertilizer for all plantings shall be 12-6-8.

C. Fertilizer shall be incorporated into the planting soil mix at a rate of 8 lbs. per cubic yard.

2.06 Mulch:

A. All plant beds shall receive a uniform 3" layer of mini pine bark nugget mulch or City and Owner approved alternative.

PART III – EXECUTION

3.01 General:

A. The Contractor's work shall conform to accepted horticultural practices as used in the trade, unless specifically directed to the contrary by the contract documents and by the City.

B. Plants shall be protected upon arrival at the site by being thoroughly watered and properly maintained until planted. Plants shall not remain unprotected for a period exceeding 24 hours. At all times, workmanlike and customary horticultural practices shall be exercised.

3.02 Bed Preparation:

A. All existing vegetation and debris shall be removed and legally disposed of off-site from within the area of the planting and mulch beds completely as described on the Drawings and in these Specifications. In areas where there is existing grass or other vegetation, remove by approved mechanical means completely. Take care not to disturb existing tree roots, nor layers of soil below the excavated area except as needed to grade the area to avoid disturbing dormant weed seed. All planting and mulch beds are to be weed free prior to planting.

3.03 Digging of Pits:

B. The existence and location of underground structures, elements and utilities are shown on drawings other than the landscape plans. All elements shall be investigated and verified in the field before starting work. Excavation in the vicinity of structures and utilities shall be performed with due caution. Coordination with other Contractors and the Owner before all site excavations is required.

C. Should overhead or underground obstructions be encountered which interfere with the specified plantings, alternate locations or plan modifications will be selected and approved by the City and Owner.

D. Before digging of holes or beds, the location and arrangement of the planting shall be staked by the Contractor and then approved by the Owner. Staking shall conform to the plant list, specifications, plans and details. Shrubs shall be placed in true straight lines and evenly spaced as specified. Groundcovers shall be triangular spaced.

3.04 Tree Installation:

A. All tree pits shall be excavated to size and depth in accordance with the University of Florida recommendations, unless shown otherwise on the plans and details, and backfilled with the prepared Planting Mix as specified. Test all tree pits with water before planting to ensure proper drainage percolation is available. All tree pits shall drain fully within one hour after being filled with water. No allowance will be made for lost plants due to improper drainage. All plant beds, planters, tree wells and tree islands shall be inspected by the City and Owner to verify removal of concrete, limerock base material, etc. prior to backfilling.

1. Container-grown plants:

a. Gently place the plant straight in the hole and be sure the top of the root ball is no deeper that the existing landscape soil surface. In areas of compacted or poorly drained soils, the top of the root ball may be positioned slightly above the soil surface to provide an adequate volume of well-drained soil for root development. Fill around the ball with soil and gently firm the soil. Do not pack the soil. Water thoroughly while planting to remove air pockets.

b. Do not mound soil over the roots but form a saucer-like catch basin around the edge of the root ball with a soil ridge 3 to 6 inches high to facilitate watering.

c. Mulch with 3-inch layer of specified material to buffer soil temperature, reduce weed competition, and conserve moisture. Be sure to keep the mulch layer approximately 3 inches away from the plant stem.

2. Balled and Burlapped Plants

Planting procedures for balled and burlapped plants are similar to those for planting container-grown plants. Always move balled and burlapped plants by the root ball only. Never use the trunk as a handle to pick up or move these plants. Care should be taken not to disturb the root ball as this would severely damage the root system. Removal of all the burlap before planting is not necessary, although the top one-third of the burlap should be pulled back from the stem. Removal of woven plastic wraps completely after setting the plant in the hole is necessary. Nondegradable, woven plastic fabrics can girdle roots as they expand through the material. However, this practice may not be feasible when moving large trees that have been sleeved in woven plastic materials before being placed in wire baskets. Slice the material through the wire baskets to facilitate healthy root growth into the landscape soil. Always remove nylon twine tied around the plant stem. Nylon twine does not rot and will eventually girdle the stem if left in place.

3. Palms

Generally, procedures for planting balled and burlapped shrubs and trees are suitable for palms. Palms should be harvested with a root ball appropriate for the size and species of palm. Although a 2 foot diameter root ball would be adequate for a palm 3 to 6 feet in height, a root ball of 4 to 5 feet in diameter is recommended for larger palms. Foliage of all palm species except Sabal palmetto shall have the leaves tied with a biodegradable twine in a bundle around the bud. Complete leaf removal at the time of digging is required when planting Sabal palmetto.

B. No trees shall be planted prior to completion of final finish grading.

C. Trees shall be set plumb and held in position until the planting mixture has been flushed into place with slow full hose stream.

3.05 All Plant Materials:

A. Plants shall be set on prepared planting soil backfilled and brought to a height to allow planting above the depth the plants grew in the nursery as shown on the details. Upright plants shall be kept in a vertical position. All trees shall be handled by a padded nylon strap for lifting purposes.

B. Circular receiving holes with vertical sides shall be excavated for all plants except for bare-root ground covers. Diameter of receiving holes for all plants shall be as shown on the drawings.

C. After placing the plant in the pit, the planting soil specified herein shall be watered and firmly tamped to ensure the backfill mixture is surrounding the root ball. All tamping shall be such that no plants will settle below their original growing height and the finish grade specified.

D. Plants in containers shall be carefully removed from the pots, cans, boxes or other containers in a manner not to damage the roots or the root ball of soil formed by the container. Scarifying the root ball on the sides and bottom to stimulate new root growth outside of the existing root ball should be performed prior to placement into the pit. Plants shall be set in the pit with the planting mixture carefully washed and tamped around the base of each to fill voids.

E. All plants shall be thoroughly watered at the time of planting and dept adequately watered until time of acceptance. No additional allowances will be made for plant losses due to lack of adequate or proper wetering.

F. Pruning shall be done after planting and with due regard to the natural form and growth characteristics of each species. Method and amount of pruning shall be determined by the Landscape Architect/Owner. Trees with pruned terminal leaders will not be accepted.

G. During the course of planting, excess and waste materials shall be removed daily. All reasonable precautions shall be taken to avoid damage to structures and plantings. When planting in an area has been completed the area shall be fully policed for debris and maintained in this finished state until Final Acceptance.

3.06 Mulching:

A. Plants and planting beds shall receive a layer of the specified mulch, entirely covering the area around each plant or the entire 3" minimum surface of each planting bed.

B. Mulch shall be placed between and around all newly planted trees and shrubs as shown on drawings and a specified. For individual plants, the mulch shall be spread to cover the saucer area and maintained until acceptance. Mulch shall be kept a minimum of 3" away from the trunks of all trees. When in place, the mulch is to be watered thoroughly.

3.07 Guying and Staking:

A. Guy and stake plant materials as specified and detailed to assure upright form. Follow the recommendations from the University of Florida Cooperative Extension Service Circular 858, unless noted otherwise in drawings.

B. Prevent plants from falling or being blown over, re-straighten and replant all plants which lean or fall, and replace all plants which are damaged due to lack of guying and staking.

C. If un-guyed plants are blown over by high winds, the City will determine if the plant is to be replaced. Such decision shall not be cause for additional expense to the Owner. Damaged plants shall be replaced and guyed or staked at no additional cost to the Owner.

D. All stakes and staking material should be removed between the 16th and 18th months following planting, except on those trees identified by the Owner. The Contractor shall notify the Owner fourteen (14) days prior to removing stakes and staking material.

3.08 Maintenance Prior to Substantial Completion:

A. Maintenance shall commence after each plant is planted and shall continue until substantial completion. After substantial completion, the formal one year guarantee period shall commence.

B. Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening and repair of guys, replacement of sick or dead plants, resetting plants to proper grades or upright position, restoration of the planting saucer, and all other care required for proper growth of the plants. Proper protection of lawn areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly by the Contractor at no additional cost to the Owner.

C. Damage resulting from erosion, gullies, washouts or other causes shall be repaired by the Contractor by filing with topsoil, tamping, re-fertilizing and re-stabilizing slopes, at no additional cost to the Owner.

3.08 Guarantee and Replacement:

A. All work shall be guaranteed for a period of one year from the date of substantial completion. All plants shall be alive and in satisfactory growth throughout the guarantee period, if, at any time during the one year guarantee period, substandard or dead trees or plants are identified by the Owner, such trees and plants shall be replaced by the Contractor within fourteen (14) calendar days of notification, at no additional cost to the Owner.

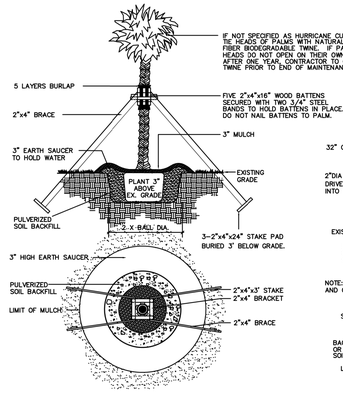
B. The Landscape Contractor shall notify the Owner in writing, ten (10) days prior to expiration of guarantee periods, and said guarantee period shall be continued until such time as written notification is received.

C. At the end of the guarantee period, an inspection will be made by the Contractor and the Owner. All plants that are dead or fail to meet the grade requirements initially specified or are otherwise considered in unsatisfactory condition, as determined by the Owner, shall be removed from the site and immediately replaced with approved plants meeting the original specifications.

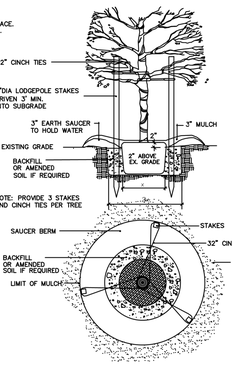
D. All replacements shall be plants of the same species and size as specified in the Plant List. They shall be furnished and planted as specified with no additional cost to the Owner.

E. All replacement plants shall become guaranteed for a period of one year from the date of their acceptance. A written agreement is required to be submitted by the Contractor for this additional guarantee.

END OF SECTION

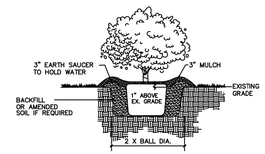


PALM PLANTING DETAIL



TREE PLANTING DETAIL

N.T.S.



SHRUB PLANTING DETAIL

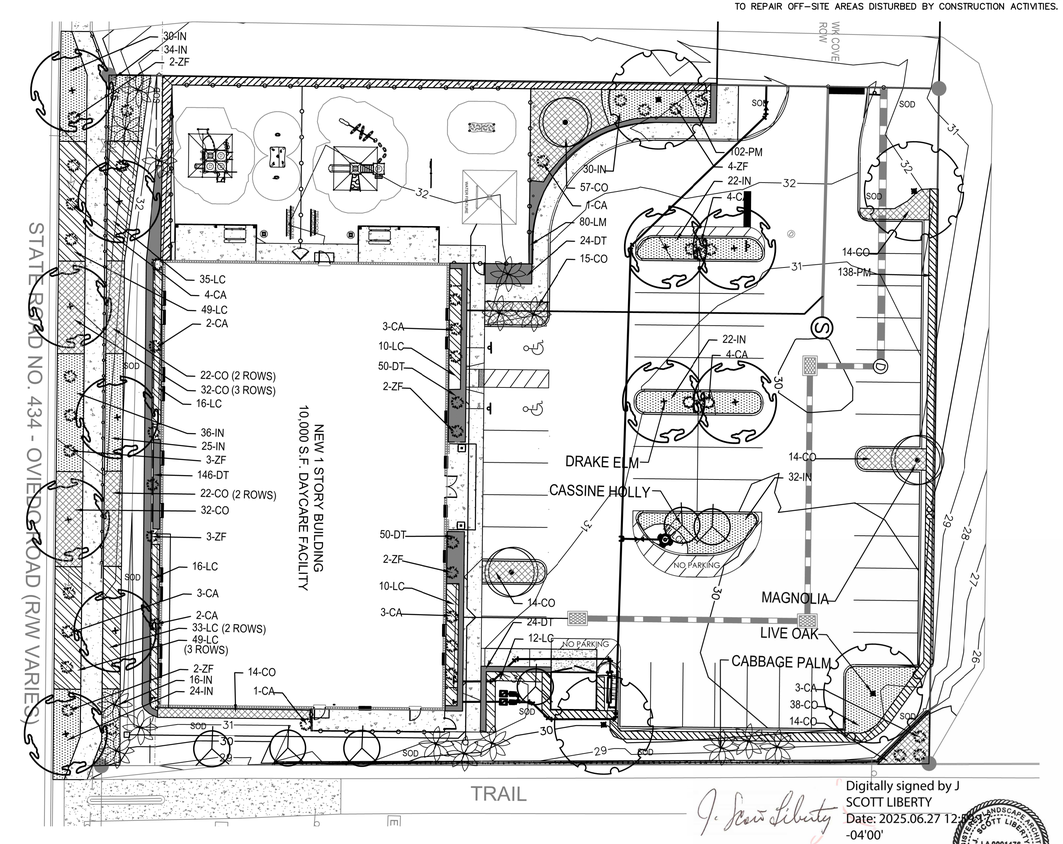
N.T.S.

PLANT LIST

GENERAL NOTE: CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE CITY WITH NURSERY CERTIFICATION OF PLANT MATERIAL GRADE PRIOR TO DELIVERY OF MATERIAL TO SITE. PRIOR TO INSTALLATION, CONTRACTOR SHALL SCHEDULE A PLANT MATERIAL INSPECTION WITH THE CITY INSPECTOR TO VERIFY THAT PLANTS MEET OR EXCEED THE MINIMUM SPECIFICATIONS FOR ALL PLANT MATERIALS. IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AT TIME OF PLANTING.

50% MIN. NATIVE (N)	QTY	LABEL	COMMON NAME (BOTANICAL NAME) SPECIFICATIONS
TREE CREDITS: (SEE CIVIL)			**STREET TREE: (SEE LABELS)**
5.5 (ON SITE)	11	UP	DRAKE ELM (ULMUS PARVIFOLIA 'DRAKE') 3" DBH, 14-16' HT., 6' CT., 200 GAL., SINGLE CENTRAL LEADER
			TREES: (SEE LABELS)
20 N	4	QV	CATHEDRAL LIVE OAK (QUERCUS VIRGINIANA 'CATHEDRAL OAK') 5" CAL., 16' HT. MIN., FULL, 6' CT., B&B (NO SYNTHETICS)
9 N	3	MG	SOUTHERN MAGNOLIA (MAGNOLIA GRANDIFLORA 'LITTLE GEM') 30 GAL. MIN., 10' HT. MIN., FULL
– N	13	SP	CABBAGE PALM (SABAL PALMETTO) 10', 12', AND 14' CT HT. IN EACH GROUP, STRAIGHT TRUNK
18 N	6	IC	DAHOON HOLLY (ILEX CASSINE) 30 GAL. MIN., 10' HT. MIN., FULL
52.5 TOTAL			
			LARGE ACCENT SHRUBS:
18	ZF		CARDBOARD PALM (ZAMIA FURFURACEA) 15 GAL. MIN., 30" HT., 30" SPREAD, FULL
30	CA		RED CRINUM LILY (CRINUM SPP.) 10 GAL. MIN., 4' HT., FULL
			SCREEN HEDGE:
240	PM		PODOCARPUS (PODOCARPUS MACROPHYLLUS) 7 GAL. MIN., 30" HT., FULL, 24" OC
			SHRUBS:
N 230	LC		DWARF FIREBUSH (HAMELIA PATENS 'FIREFLY') NO SUBSTITUTIONS 3 GAL. MIN., 12" HT. 12" SPREAD, FULL, 30" OC.
N 246	IN		DWARF YAUPON (ILEX VOMITORIA 'NANA') 3 GAL. MIN., 12" HT., FULL, 30" OC.
N 274	CO		COONTIE (ZAMIA PUMILA) 3 GAL. MIN., 12" HT., 15" SPREAD, FULL, 30" OC.
			GROUNDCOVERS:
294	DT		VARIEGATED FLAX LILY (DANIELLA TASMANICA 'VARIEGATA') 1 GAL. MIN., FULL, 18" OC
80	LM		LIRIOPE (LIRIOPE MUSCARI 'EMERALD GODDESS') NO SUBSTITUTIONS 1 GAL. MIN., 9 PPP, FULL PLANT, 18" OC

SOD: ARGENTINE BAHIA (PASPALUM NOTATUM) SOLID SOD (SEE PLAN "SOD" LABELS). SOD SOIL MAT TO BE FLUSH WITH TOP OF ADJACENT SIDEWALKS AND BACK OF CURB. CONTRACTOR TO REPAIR OFF-SITE AREAS DISTURBED BY CONSTRUCTION ACTIVITIES.



SCALE: 1" = 20'
0 20 40

NEMON

J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO. LA00001476
5621 REVELWOOD LOOP, WINTER PARK, FL. 32792
PHONE: 407-719-2124 FAX: 407-671-6904

Digitally signed by J SCOTT LIBERTY
Date: 2025.06.27 12:[illegible] -04'00'

LA 0001476 STATE OF FLORIDA

NO.	DATE	REVISIONS
1	6/26/25	ADD TREES AND SHRUBS TO BUFFER PER COMMENTS
2	8/16/25	SITE PLAN CHANGES
3	5/23/25	SITE PLAN CHANGES / STREETSCAPE PLANTING ADDED
4	11/26/24	SITE PLAN CHANGES

JOB #: 23012.20 | PRJ. MGR: JPM | DESIGNER: JSL | CHECKED: JSL

ENGINEER
JASON P. MAHONEY, PE
FL. LIC. #65183

DATE: Jun. 27, 2025

WSTC RETAIL CONCEPT
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FL
FOR
TUSKAWILLA RETAIL PARTNERS

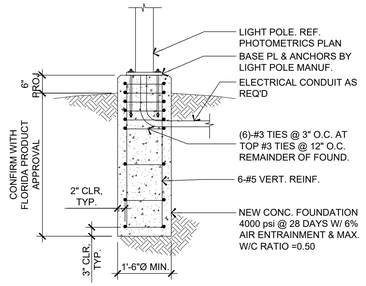
LANDSCAPE PLAN

6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

NV5

SHEET
L1.0

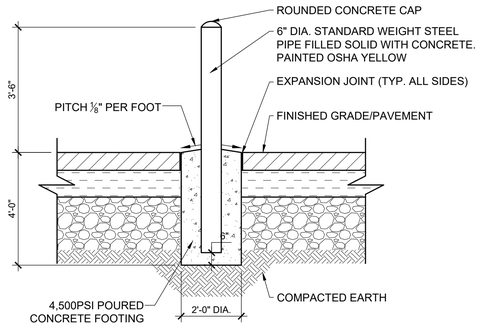
2024.V24.06 PROTOTYPE



LIGHT POLE FOUNDATION DEPTH PER WIND ANALYSIS			
WIND SPEED (ASCE 7-16)	WIND SPEED (ASCE 7-10)	FND. DEPTH	NOTES:
<110 MPH	<110	4'-9"	1. REFER TO STRUCT. DRAWINGS FOR APPLICABLE WIND SPEED.
110 TO 135 MPH	110 TO 140 MPH	5'-6"	2. THIS DETAIL ASSUMES A 30' MAX. LIGHT POLE.
135 TO 180 MPH	140 TO 180 MPH	7'-0"	

5 TYP. LIGHT POLE FOUNDATION DETAIL

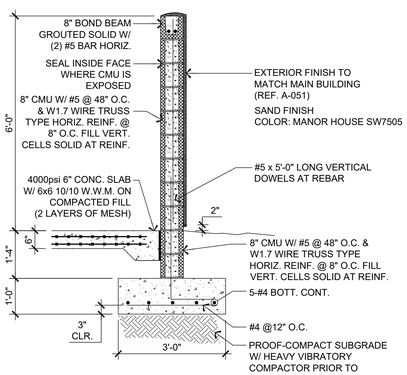
SCALE: 1/2" = 1'-0"



ALTERNATE COLORS:
YELLOW, SW6787 FOUNTAIN, SW9031 PRIMAVERA, SW6890 OSAGE ORANGE

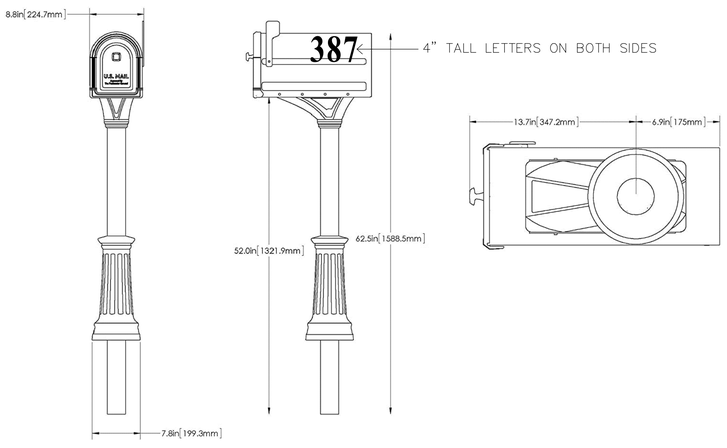
4 TYP. BOLLARD DETAIL

SCALE: 1/2" = 1'-0"



TRASH ENCLOSURE TYPICAL WALL SECTION

3 SCALE: 1/2" = 1'-0"

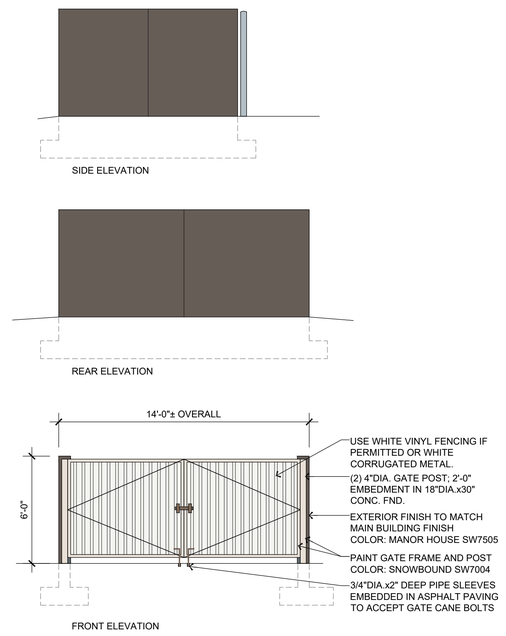


6 MAILBOX SPECS

SCALE: N.T.S.

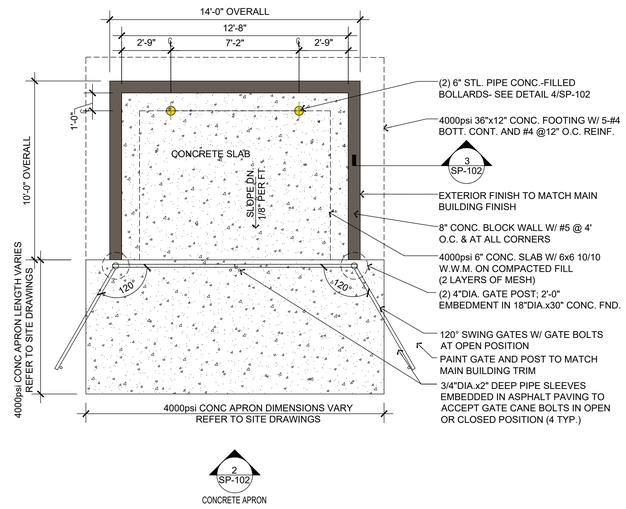
ARCHITECTURAL MAILBOXES ROXBURY
RUBBED BRONZE, LARGE, STEEL POST MOUNT
MAILBOX AND PREMIUM STEEL POST COMBO
MODEL #7980RZ
STORE SKU #1003276108
INTERNET #305719554
(AVAILABLE AT HOME DEPOT)

ALL SITE DETAILS SHOWN ON THIS PAGE ARE PROTOTYPICAL IN NATURE. THE G.C. IS RESPONSIBLE FOR VERIFYING THESE DETAILS, THEIR APPLICABILITY, AND ANY ASSOCIATED DIMENSIONS AND NOTES WITH THE MOST CURRENT SITE-SPECIFIC CIVIL DRAWINGS APPROVED BY THE AUTHORITY HAVING JURISDICTION.



2 TRASH ENCLOSURE ELEVATIONS

SCALE: 1/4" = 1'-0"



1 TRASH ENCLOSURE PLAN

SCALE: 1/4" = 1'-0"

1. GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK. GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND SHALL COORDINATE ALL PORTIONS OF THE WORK UNDER THE CONTRACT. GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE AND HAVE CONTROL OVER CONSTRUCTION JOB SITE SAFETY, INCLUDING BUT NOT LIMITED TO, SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. GENERAL CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD OWNER AND ARCHITECT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF OWNER OR ARCHITECT.
2. GENERAL CONTRACTOR MUST PROVIDE AND INSTALL ALL PRODUCTS PER PLANS. SUBSTITUTED PRODUCTS NEED TO BE SUBMITTED TO THE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO INSTALLATION. UNAPPROVED SUBSTITUTIONS WILL BE REPLACED AT THE EXPENSE OF THE GENERAL CONTRACTOR.
3. VERBAL REPRESENTATION HAS NO VALUE AND ALL REQUESTS TO DEVIATE FROM CONTRACT SPECIFICATIONS AND PLANS, MUST BE SUBMITTED IN WRITING TO THE ARCHITECT AND THE LEARNING EXPERIENCE FOR APPROVAL.

ARC3 architecture
6699 13th Avenue North, Suite 4A
St. Petersburg, FL 33710
(727) 381-5220

SR434 & MICHAEL BLAKE BLVD.
WINTER SPRINGS, FLORIDA
TLE SITE ID: 1FL0134

THE LEARNING EXPERIENCE
ACADEMY OF EARLY EDUCATION

REVISION

NO.	DATE	DESCRIPTION

ISSUE

NO.	DATE	DESCRIPTION
1	8-9-24	CONCEPT SITE PLAN
2	10-31-24	REVISED PER WS ARCH GUIDLINES
3	12-2-24	REV SD PER TLE 3rd COMMENTS
4	1-17-25	CITY OF WS AESTHETIC REVIEW
5		

24022
PROJECT NUMBER

SV
DRAWN BY

APPROVED BY

STATE OF FLORIDA · STEVEN J. VINCI · AR0017036 · REGISTERED ARCHITECT
Steven Vinci
Digitally signed by Steven Vinci
DN: c=US, st=Vinci, givenName=Steven, email=stevevinci@3.com, cn=Steven Vinci
Date: 2025.01.16 16:27:31 -05'00'

SITE DETAILS

SP-102

This document contains confidential and proprietary information belonging to The Learning Experience ("The Learning Experience"). The information contained herein is provided solely for the purpose of evaluating the services described herein. Any unauthorized use, disclosure, reproduction, or distribution of this document or its contents is strictly prohibited without the prior written consent of The Learning Experience. By accepting this document, you agree to maintain its confidentiality and not to share it with any third parties without our express permission.

P:\24022_TLE WINTER SPRINGS ORLANDO- KERPER\DRAWINGS\99_TLE_WINTER SPRINGS_ARCH\15. SP-102.DWG STEVE PLOTTED: 01/16/2025

September 16, 2024 *Sent via email*

KW PARTNERS, LLC
2420 Enterprise Road, Suite 201
Clearwater, FL 33763

Attn Richard Kerper
Email: rk@kwequity.com

Re: Phase I Environmental Site Assessment Report
The Learning Experience
SR 434 and Michael Blake Boulevard
Winter Springs, Seminole County, FL 32708
NV5 Project Number 4420424-0006043.00

Dear Mr. Kerper:

NV5, Inc. (NV5) is pleased to present the attached Phase I Environmental Site Assessment (ESA) report for the 1.02-acre commercial out-parcel property located at SR 434 and Michael Blake Boulevard, Seminole County, Florida 32708 ("*Property*"). The conclusions presented in this report are based on the results of a reconnaissance-level property visit conducted by NV5 personnel, and a review of available and pertinent background information. The Phase I ESA was conducted in accordance with ASTM's "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM Designation E 1527-21, dated February 13, 2023; and/or the Code of Federal Regulations (CFR) 40 CFR Part 312, "Standards and Practices for All Appropriate Inquiries: Final Rule."

NV5 appreciates this opportunity to provide consulting services to you. If you have any questions concerning this project, would like to discuss other environmental concerns, or if NV5 can be of any additional service please contact us at 407.275.5120 or via email at scott.graf@NV5.com.

Sincerely,
NV5, INC.

Scott D. Graf, P.G.
Central Florida Environmental Manager

Stephen J. Crotty, P.G.
Director of Environmental Operations, Florida

Enclosure

PHASE I ENVIRONMENTAL SITE ASSESSMENT



OF THE

The Learning Experience
SR 434 and Michael Blake Boulevard
Winter Springs
Seminole County, Florida 32708

PREPARED FOR

KW PARTNERS, LLC
2420 Enterprise Road, Suite 201
Clearwater, Florida 33763

SEPTEMBER 16, 2024

NV5 PROJECT NO. 4420424-0006043.00

PREPARED BY:

NV5, Inc.
6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822

EXECUTIVE SUMMARY

Project Details

Property Name:	The Learning Experience, SR 434 and Michael Blake Boulevard, Winter Springs, Seminole County, Florida 32708
Transaction Type:	Due diligence for property acquisition and development for a daycare facility
NV5 Contact:	Scott D. Graf, P.G.
EP/Consultant:	NV5, Inc. 6200 Lee Vista Boulevard, Suite 400 Orlando, Florida 32822 Scott D. Graf – Scott.Graf@NV5.com

Background

The *Property* consists of an approximately 1.02-acre out-parcel located within the larger 8.03-acre parent tract parcel identified as Seminole County Property Appraiser Parcel No. 26-20-30-5AR-0A00-007L. The *Property* is currently undeveloped wooded land.

The approximate center of the *Property* lies at 28.69359° North Latitude, -81.25889° West Longitude in Seminole County, Florida and entirely within Section 38, Township 21 South, Range 31 East, as shown on the 2021 USGS "Casselberry, FL" and "Oviedo, FL" 7.5-minute topographic quadrangle maps. The *Property* is currently owned by Tuskawilla Retail Partners II LLC.

The *Property* is bound by undeveloped wooded land to the north and northeast, undeveloped vacant land to the northwest, SR 434 and a multi-family retirement facility to the west and southwest, SR 434, the Cross Seminole Trail, and a stormwater pond and undeveloped land to the south, and the Cross Seminole Trail and undeveloped wooded land to the southeast, with a stormwater pond to the east.

Based on a review of the information collected, the *Property* has consisted of undeveloped land from 1941 through the present day.

Regulatory Records Review

NV5 contracted with Environmental Risk Information Services, Inc. (ERIS) to conduct a search of state and federal regulatory databases to identify recorded concerns for the *Property* and surrounding properties.

The *Property* is located within the Town Center Seminole Economic Enhancement District (S.E.E.D.) / Brownfield Area. Based on the nature of this listing as a designated area to support economic development incentive and redevelopment, which does not specifically identify impacted sites on the Property or adjoining properties, it is not considered a REC.

Several facilities were identified on the state and federal databases within the specified search radii. Based on the regulatory file review, these facilities are not considered a REC to the *Property*.

On-Site Recognized Environmental Conditions

NV5 did not identify any current on-site recognized environmental condition during the completion of this Phase I ESA.

Deviations

NV5 did not deviate from ASTM Standard E1527-21 to the extent that we could determine such deviations.

De Minimis Conditions

A *de minimis* condition, as defined in the ASTM Standard, is a condition that generally does not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not RECs or CRECs.

NV5 did not identify *de minimis* conditions in association with the *Property*.

Off-Site Recognized Environmental Conditions

NV5 did not identify off-site recognized environmental conditions during the completion of this Phase I ESA.

Conclusions

The Environmental Professional (EP), Scott D. Graf, has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 and the authorized Scope of Work for the *Property* identified as the 1.02-acre commercial out-parcel located at SR 434 and Michael Blake Boulevard, Seminole County, Florida 32708.

Any exceptions to or deletions from this practice are described in Section 5.1 of this report.

This assessment has revealed no evidence of recognized environmental conditions in connection with the *Property*.

Issues beyond the Scope of ASTM Standard E1527-21

NV5 was not retained to provide additional services beyond those outlined in our proposal and in accordance with ASTM Standard E1527-21.

Deviations

NV5 did not deviate from ASTM Standard E1527-21 to the extent that we could determine such deviations.

Vapor Encroachment Screen

A Vapor Encroachment Screen (VES) was completed for the *Property* in accordance with ASTM Standard E2600-10: "Standard Guide for Vapor Encroachment Screening on *Property* Involved in Real Estate Transactions." Based on the findings and assessment of the VES, there are no identifiable Vapor Encroachment Conditions (VECs), which is the presence or likely presence of COC vapors in the sub-surface of the *Property* caused by the release of vapors from contaminated soil or groundwater either on or near the *Property* as identified by Tier 1 procedures as set forth in ASTM Standard E2600-15. Off-site identified VECs were not identified within the specified search radii and can be ruled out because a VEC from these sites does not or is not likely to exist.

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1.0 INTRODUCTION

NV5, Inc. (NV5) performed a Phase I Environmental Site Assessment (ESA) of the 1.02-acre commercial out-parcel located at SR 434 and Michael Blake Boulevard, Seminole County, Florida 32708 (hereafter the "*Property*").

The *Property* consists of an approximately 1.02-acre out-parcel located within the larger 8.03-acre parent tract parcel identified as Seminole County Property Appraiser Parcel No. 26-20-30-5AR-0A00-007L. The *Property* is currently owned by Tuskawilla Retail Partners II LLC. The *Property* is currently undeveloped wooded land.

The approximate center of the *Property* lies at 28.69359° North Latitude, -81.25889° West Longitude in Seminole County, Florida and entirely within Section 38, Township 21 South, Range 31 East, as shown on the 2021 USGS "Casselberry, FL" and "Oviedo, FL" 7.5-minute topographic quadrangle maps.

The *Property* is bound by undeveloped wooded land to the north and northeast, undeveloped vacant land to the northwest, SR 434 and a multi-family retirement facility to the west and southwest, SR 434, the Cross Seminole Trail, and a stormwater pond and undeveloped land to the south, and the Cross Seminole Trail and undeveloped wooded land to the southeast, with a stormwater pond to the east.

1.1 Objective

NV5 was contracted by KW PARTNERS, LLC to conduct a Phase I ESA of the *Property*. The objective of the Phase I ESA was to identify recognized environmental conditions in connection with the property, to the extent feasible pursuant to the processes prescribed in ASTM E-1527-21. The term *recognized environmental conditions (RECs)* as defined by ASTM is the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or the material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

This Phase I ESA includes information gathered from federal, state, and local agencies; personal interviews with people familiar with the *Property* and surrounding properties; and a *property* visit conducted by an NV5 representative. The report is intended to meet the requirements of ASTM E-1527-21.

1.2 Detailed Scope of Services

The Phase I ESA conducted by NV5 included, but was not limited to, the following services:

- A reconnaissance-level *Property* visit to look for evidence of the release(s) of hazardous materials and petroleum products and to assess the potential for On-*Property* releases of hazardous materials and petroleum products.
- Drive-by observations of adjacent properties and the *Property* vicinity.
- Interviews with people familiar with the *Property*.
- Review of regulatory agency files.
- Review of prior reports.
- Review of historical documents.

- Preparation of a report presenting our findings including summary of conclusions.

NV5 received written authorization to proceed with this work by electronic correspondence referencing NV5 proposal number P44224-0006043.00 on August 23, 2024.

1.3 Significant Assumptions

The purpose of this Phase I ESA is to provide appropriate inquiry into the previous ownership and use of the *Property* consistent with good commercial and customary practice in an effort to minimize environmental liability. NV5 also assumes that the information provided by the Client, regulatory database providers, and regulatory agencies is true and reliable.

1.4 Limitations and Exceptions

This document was prepared for the sole use of NV5 and the Catholic Charities Bureau, Inc., and may be relied upon by such parties. No other party should rely on the information contained herein without the prior written consent of NV5.

The opinions and recommendations presented in this report are based upon the scope of services, information obtained through the performance of the services, and the schedule as agreed upon by NV5 and the original party for whom this report was originally prepared. This report is an instrument of professional service and was prepared in accordance with the generally accepted standards and level of skill and care under similar conditions and circumstances established by the environmental consulting industry. To the extent that NV5 relied upon any information prepared by other parties not under contract to NV5, NV5 makes no representation as to the accuracy or completeness of such information.

Only the party for whom this report was originally prepared, and other specifically named parties, may make use of and rely upon the information in this report, in its entirety, for a period not to exceed 180 days in accordance with the American Society for Testing and Materials' (ASTM's) "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM Designation E 1527-00, dated May 10, 2000; ASTM's "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM Designation E 1527-05, dated November 1, 2005; ASTM's "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM Designation E 1527-21, dated November 1, 2013; and/or the Code of Federal Regulations (CFR) 40 CFR Part 312, "Standards and Practices for All Appropriate Inquiries: Final Rule," dated November 1, 2005. After 180 days and prior to using the information contained herein, the report should be updated in accordance with ASTM Standards and federal regulations.

The findings presented in this report apply solely to site conditions existing at the time when NV5's assessment was performed. It must be recognized, however, that an ESA is intended for the purpose of evaluating the potential for contamination through limited research and investigative activities and in no way represents a conclusive or complete site characterization. Conditions in other parts of the project site may vary from those at the locations where data were collected. NV5's ability to interpret investigation results is related to the availability of the data and the extent of the investigation activities. As such, 100% confidence in ESA conclusions cannot reasonably be achieved. NV5, therefore, does not provide any guarantees, certifications, or warranties (express or implied) that a property is free from environmental contamination. Furthermore, nothing contained in this document shall relieve any other party of its responsibility to abide by contract documents and all applicable laws, codes, regulations, or standards.

Visual observations of site conditions could only be made from accessible locations. This inherently limits the findings of this Phase I ESA to only those observations that could be made.

1.5 Special Terms and Conditions

The scope of work for this Phase I ESA did not include testing of electrical equipment for the potential presence of polychlorinated biphenyls (PCBs) or the assessment of natural hazards such as naturally occurring asbestos, or methane gas, assessment of the potential presence of radionuclides, or assessment of non-chemical hazards such as the potential for damage from earthquakes or floods. This Phase I ESA also did not include an extensive assessment of the environmental compliance status of the *Property* or of the businesses operating at the *Property*, or a health-based risk assessment.

2.0 SITE OVERVIEW

2.1 Property Location and Description

The *Property* consists of an approximately 1.02-acre out-parcel located within the larger 8.03-acre parent tract parcel identified as Seminole County Property Appraiser Parcel No. 26-20-30-5AR-0A00-007L. The *Property* is currently owned by Tuskawilla Retail Partners II LLC. The *Property* is currently undeveloped wooded land.

The approximate center of the *Property* lies at 28.69359° North Latitude, -81.25889° West Longitude in Seminole County, Florida and entirely within Section 38, Township 21 South, Range 31 East, as shown on the 2021 USGS "Casselberry, FL" and "Oviedo, FL" 7.5-minute topographic quadrangle maps.

Based on a review of the information collected, the *Property* has consisted of primarily undeveloped land from 1941 through the present day.

2.1.1 Legal Description

According to the Seminole County Property Appraiser's website, the parent tract parcel that the *Property* is located within is described as follows:

PT OF LOTS 7 & 8 N OF SR 434 E OF RD DESC IN ORB 7486 PG 138 S & W OF TIITF PARCEL DESC IN ORB 3988 PG 1075 DESC AS BEG AT INT OF R/W 434 & R/W TUSKAWILLA RD RUN S 38 DEG 23 MIN 34 SEC E 1320.11 FT N 51 DEG 36 MIN 26 SEC E 94.94 FT TO POB RUN N 24 DEG 10 MIN 06 SEC W 48.66 FT N 38 DEG 43 SEC 16 MIN W 246.6 FT NELY ALONG CURVE 39.27 FT N 51 DEG 16 SEC 44 MIN E 389.87 FT N 53 DEG 37 MIN 06 SEC E 71.07 FT ELY ALONG CURVE 10.76 FT S 85 DEG 17 MIN 55 SEC E 22.68 FT SELY ALONG CURVE 11.05 FT S 43 DEG 04 MIN 36 SEC E 31.18 FT N 51 DEG 24 MIN 49 SEC E 1.88 FT S 38 DEG 21 MIN 49 SEC E 606.04 FT S 50 DEG 31 MIN 58 SEC W 529.43 FT N 38 DEG 43 MIN 16 SEC W 357.65 FT TO POB D R MITCHELLS SURVEY OF THE LEVY GRANT PB 1 PG 5

2.2 Property and Vicinity General Characteristics

A Property (Site) Vicinity Map and Property (Site) Plan are presented as Figures 1 and 2, respectively.

The *Property* is located within an area of generally residential (both single-family and multifamily) development, with commercial use further to the northwest along SR 434.

The *Property* is bound by undeveloped wooded land to the north and northeast, undeveloped vacant land to the northwest, SR 434 and a multi-family retirement facility to the west and southwest, SR 434, the Cross Seminole Trail, and a stormwater pond and undeveloped land to the south, and the Cross Seminole Trail and undeveloped wooded land to the southeast, with a stormwater pond to the east.

NV5 visually inspected accessible areas on foot crisscrossing the areas of the *Property* that were at ground level. NV5 did not note areas of potential environmental concern during the *Property* reconnaissance.

2.3 Property Improvements

The *Property* is undeveloped, wooded land with recently cleared paths extending throughout the *Property*. The paths appear to be associated with large vehicles and/or equipment which may have been recently used to conduct soil borings based on the presence of flagged survey stakes throughout the cleared areas of the *Property*.

2.4 Topography and Wetlands

2.4.1 Topography

According to the 2021 USGS 7.5-Minute Series Topographic Map of the "Casselberry, FL" and "Oviedo, FL" quadrangles, the *Property* elevation is approximately 25-30 feet above mean sea level (msl). Topographically, the *Property* and vicinity slope to the east and southeast.

The approximate center of the *Property* lies at 28.69359° North Latitude, -81.25889° West Longitude in Seminole County, Florida and entirely within Section 38, Township 21 South, Range 31 East, as shown on the 2021 USGS "Casselberry, FL" and "Oviedo, FL" 7.5-minute topographic quadrangle maps.

2.4.2 Wetlands

NV5's review of the National Wetlands Inventory Map as well as soil survey information did not indicate that wetland areas are located on the *Property*.

2.5 Geological Characterization

2.5.1 Surface Features

The *Property* sloped to the northeast and southeast. Surface drainage was not noted on the *Property*.

2.5.2 Subsurface Features

Published geologic information indicates the following:

Topographic Property Elevation	Approximately 25-30 feet above mean sea level
Surficial Materials	The Soil Survey for Seminole County produced by the Soil Conservation District indicates the predominant surficial soils in the vicinity of the site belong to the following series: Pomello fine sand, 0 to 5 percent slopes and St. Johns and EauGallie find sands. Pomello fine sand, 0 to 5 percent slopes: This component is on ridges, coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 33 inches during July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 0 within 30 inches of the soil surface. St. Johns and EauGallie fine sands Component: St. Johns (57%) The St. Johns component makes up 57 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

	Component: EauGallie (36%) The EauGallie component makes up 36 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.
Area geology beneath *Property*	Undifferentiated Quaternary Sediments - Much of Florida's surface is covered by a varying thickness of undifferentiated sediments consisting of siliciclastics, organics and freshwater carbonates. Where these sediments exceed 20 feet (6.1 meters) thick, they were mapped as discrete units. In an effort to subdivide the undifferentiated sediments, those sediments occurring in flood plains were mapped as alluvial and flood plain deposits (Qal). Sediments showing surficial expression of beach ridges and dunes were mapped separately (Qbd) as were the sediments composing Trail Ridge (Qtr). Terrace sands were not mapped (refer to Healy [1975] for a discussion of the terraces in Florida). The subdivisions of the Undifferentiated Quaternary Sediments (Qu) are not lithostratigraphic units but are utilized in order to facilitate a better understanding of the State's geology. The siliciclastics are light gray, tan, brown to black, unconsolidated to poorly consolidated, clean to clayey, silty, unfossiliferous, variably organic-bearing sands to blue green to olive green, poorly to moderately consolidated, sandy, silty clays. Gravel is occasionally present in the panhandle. Organics occur as plant debris, roots, disseminated organic matrix and beds of peat. Freshwater carbonates, often referred to as marls in the literature, are scattered over much of the State. In southern Florida, freshwater carbonates are nearly ubiquitous in the Everglades. These sediments are buff colored to tan, unconsolidated to poorly consolidated, fossiliferous carbonate muds. Sand, silt and clay may be present in limited quantities. These carbonates often contain organics. The dominant fossils in the freshwater carbonates are mollusks.
Regional groundwater flow direction	Regional groundwater flow in the vicinity of the *Property* is expected to be towards the east and southeast.
Sole source aquifer (if present)	The Property does not overly a sole source aquifer.

3.0 USER-PROVIDED INFORMATION

The Client provided NV5 with an Architectural Site Plan for the *Property*, the completed User Questionnaire, and the name and contact information for the *Property* owner as defined in ASTM Standard E1527-21.

3.1 Title Records

NV5 did not perform a chain of title search for each parcel of the *Property*.

3.2 Environmental Liens or Activity and Use Limitations

NV5 performed a search for Environmental Liens (ELs) or Activity and Use Limitations (AULs) via the publicly available records of Seminole County and the State of Florida Department of Environmental Protection, (FDEP), but none were identified for the *Property*.

3.3 Owner, Property Manager, and Occupant Information

The *Property* is currently owned by Tuskawilla Retail Partners LLC and comprises an approximately 1.02-acre out-parcel located within the larger 8.03-acre parent tract parcel identified as Seminole County Property Appraiser Parcel No. 26-20-30-5AR-0A00-007L.

3.4 Reason for Performing Phase I

The reason for performing this Phase I ESA was to evaluate the *Property* for the presence of environmental concerns during the due diligence process for the acquisition and development of a daycare facility.

3.5 Other

NV5 was not commissioned with providing additional services in the completion of this Phase I ESA.

4.0 ASSUMPTIONS, LIMITATIONS, EXCEPTIONS, DEVIATIONS AND DATA GAPS

4.1 Significant Assumptions

NV5 made the following assumptions in developing our Phase I ESA findings and conclusions:

- Groundwater Flow Direction - NV5 interpreted and inferred the direction of the shallow groundwater movement based on the information we obtained and our experience. Actual groundwater flow may be locally influenced by many factors beyond the scope of this study. Subsurface investigation would be necessary to determine site-specific groundwater flow direction.

- Regulatory Agency Information - NV5 considers all information provided by ERIS regarding regulatory status of facilities to be complete, accurate, and current.

- Other Regulatory Information - NV5 considers all other information obtained from regulatory or enforcement agencies to be complete, accurate, and current.

- Title, Lien and Activity and Use Limitation (AUL) Information - NV5 considers all information provided by ERIS, its subcontractors, or other real estate title records revie w firms regarding property ownership or encumbrances to be complete, accurate and current.

- Interviews - NV5 considers all information provided through interviews to be complete, unbiased and provided in good faith.

- Other - None

4.2 Limitations, Exceptions, Deviations and Data Gaps

NV5 considers that limitations, exceptions and deviations from the Practice manifest as a lack of or inability to obtain information required by the Practice. This represents the definition of the 'data gap' contained in the Practice.

In general, when required information was incomplete, not provided, otherwise not obtained or indicated a need for additional information, NV5 attempted to use information from other sources to meet the Practices' performance objectives. When the data gaps affected the Environmental Professional's ability to identify RECs, NV5 considered the data gap(s) to be significant. NV5 identified significant data gaps (if any) and reported them here.

The first undeveloped use of the property was identified in NV5's research. Useful Historical data was available back to 1941. Data gaps in excess of the recommended 5-year interval were also encountered. Based on the available information, this historical data gap is not significant.

NV5 encountered data limitations by not interviewing the past Site owners and adjacent property owners, as none were available for comment, did not respond to requests to information, or did not exist. However, based on our review of the available municipal, regulatory, and historical information, the absence of information obtained from interviews with these individuals is not considered significant to the findings, conclusions, and recommendation of this environmental site assessment.

A walkover *Property* inspection was conducted to identify visible evidence of environmental concerns but was limited due to the presence of dense vegetative growth over portions of the ground surface of the *Property*.

5.0 HISTORICAL RECORDS REVIEW

5.1 History of Property Use

NV5 reviewed the historical usage of the *Property* and surrounding properties. This included review of historical topographic maps, city directories, and aerial photographs.

NV5's sources of information included the following. Copies of representative historical source information are provided in applicable Appendices.

Historical Data Sources	Years Reviewed	Data Source/Publisher	Note
Aerial Photographs	1941, 1948, 1957, 1964, 1974, 1984, 1989, 1993, 1999, 2005, 2006, 2007, 2010, 2013, 2015, 2017, 2019, 2021, and 2024	ERIS and Seminole County Property Appraiser website	Pertinent copies in Appendix A
Fire Insurance Maps	NA	ERIS; Sanborn®	NA
United States Geological Survey (USGS) Topographic Maps	1962, 1970, 1972, 1980, 1994, 2015, and 2021	"Casselberry, Florida" and "Oviedo, Florida"/USGS	Copies of the USGS maps are found in Appendix E
Local City Directories	1968, 1972, 1976, 1981, 1986, 1990, 1996, 2000, 2003, 2007, 2012, 2016, 2020, and 2023	ERIS	City directories reviewed did not identify suspect historical businesses located in the property vicinity. Copies can be found in Appendix E
Property Tax Files	2024	Seminole County *Property* Appraiser's website	NLU
Building Department Records	All available	City of Winter Springs	NLU
Zoning/Land Use Records	March 2024	City of Winter Springs Zoning Map	The *Property* is zoned T-C (Town Center District Code)
Note Key: NRA = Not Reasonably Ascertainable, NLU = Not Likely to be Useful, NA = None Available, NR = Not Reviewed			

5.2 Historical Records Review

The following sections present the results of NV5's review of the historical references obtained and reviewed through the course of this Phase I ESA. These included city directories, aerial photographs, and topographic maps pertaining to the *Property*.

Based on a review of the information collected, the *Property* has consisted of undeveloped land from 1941 to 2024.

5.2.1 Historical Aerial Photographs

Historical aerial photographs were reviewed as presented in Appendix A of the NV5 Phase I ESA. NV5 reviewed historical aerial photographs for the years 1941, 1948, 1957, 1964, 1974, 1984, 1989, 1993, 1999, 2005, 2006, 2007, 2010, 2013, 2015, 2017, 2019, 2021 and 2024, inclusive. NV5 did not identify concerns for the *Property* or the adjacent and adjoining properties from the review of the historical aerial photographs.

Year(s)	Description of Past Property Use
1941 - 2024	The *Property* was initially undeveloped land with scattered trees and the tree coverage increased to the point where the Property was covered with trees/vegetation.

The historical information developed and reviewed of the aerial photographs for the *Property* did not reveal evidence of recognized environmental conditions. Copies of pertinent aerial photographs are included in Appendix A.

Year(s)	Description of Adjoining and Adjacent Property Use
North/Northeast/Northwest	
1941 - 1948	Undeveloped land with scattered trees and some trails
1957 - 1999	Undeveloped land with scattered trees
2005 - 2010	Unpaved road extends from SR 434 to the northwest of the *Property*
2013 - 2015	Clearing to the north; Michael Blake Boulevard constructed further north and northwest
2017	Two rows of stockpiled material located to the northwest
2019 - 2024	Undeveloped land with scattered to dense tree/vegetation coverage
East	
1941	Undeveloped land with scattered trees
1948	Some clearing and trails
1957 - 1999	Undeveloped land with increasing tree coverage
2005 - 2015	Cross Seminole Trail with bridge over SR 434 has been constructed along the southeast Property boundary extending northeast to southwest
2017 - 2024	Stormwater pond constructed to east of Cross Seminole Trail
South	
1941	Undeveloped land with scattered trees; SR 434 located further south and southwest
1948 - 1993	Undeveloped land with increasing tree coverage/vegetation
1999 - 2015	SR 434 is widened to 4-lane divided highway
2017 - 2024	Retention pond constructed southwest of SR 434
West	
1941	Undeveloped land with scattered trees; SR 434 located further south and southwest
1948 - 1984	Undeveloped land with increasing tree coverage/vegetation
1989 - 1993	Cleared area apparent to the west, southwest of SR 434
1999 - 2017	SR 434 is widened to 4-lane divided highway
2019 - 2024	The Savoy multi-family retirement facility constructed to the west, southwest of SR 434

The historical information developed and reviewed for the aerial photographs of the adjoining and adjacent properties revealed no evidence of historical recognized environmental conditions in association with the *Property*. Copies of pertinent aerial photographs are included in Appendix A.

5.2.3 Historical Sanborn® Maps

Historical Sanborn® maps were requested from ERIS. There was no coverage available for the *Property* area or surrounding properties. A copy of the ERIS Fire Insurance Maps Report is included in Appendix E of this report.

5.2.4 Historical Topographic Maps

Historical USGS topographic maps were requested from US Geological Survey (USGS) for the *Property* area. Historical topographic map coverage was available for the years 1962, 1970, 1972, 1980, 1994, 2015, and 2021. In the topographic quadrangle maps reviewed, the *Property* remained undeveloped with no building structures shown. The adjoining and adjacent properties are depicted as being undeveloped with the exception of the south/southwest adjoining SR 434.

The historical information developed and reviewed for the *Property* and the adjoining and adjacent properties from the historical USGS topographic maps did not reveal evidence of recognized environmental conditions in connection with the *Property*. A copy of the ERIS Historical Topographic Map Report is included in Appendix E of this report.

5.2.5 Historical City Directories

NV5 completed a review of available City Directories for the *Property*. Suspect city directory listings were not identified for the Property and adjoining properties. The ERIS City Directory report can be reviewed in Appendix E of this report.

5.2.6 Recorded Land Titles and Environmental Lien & Activity and Use Limitation Search

NV5 performed a search for ELs or AULs via the publicly available records of the Florida Department of Environmental Protection, but none were identified for the *Property*.

5.2.7 Property Tax Records

NV5 reviewed tax records found on the Seminole County Property Appraiser's website. No useful historical information was obtained from this data source.

5.3 Agency File Review

5.3.1 Seminole County Fire Department

NV5 contacted the Seminole County Fire Department regarding documented records of emergency responses or releases of petroleum products or hazardous materials for the *Property*, but a response was not received prior to finalizing this report.

5.3.2 Winter Springs Building Division

NV5 submitted a records request for building records for the Property to the City of Winter Springs, but a response was not received prior to finalizing this report.

5.3.4 Florida Department of Environmental Protection (FDEP)

NV5 searched the FDEP online storage tank compliance management (STCM) database for records regarding USTs, aboveground storage tanks (ASTs), and/or releases of petroleum product or hazardous materials at the *Property*. The FDEP database had no records of tanks or releases of oil or hazardous materials in relation to the *Property*.

5.4 Previous Environmental Reports

NV5 was not provided previous reports completed for the *Property*.

5.5 Summary of Historical Information

Based on a review of the information collected, the *Property* has consisted of undeveloped land from 1941 to 2024.

6.0 ENVIRONMENTAL RECORDS REVIEW

6.1 Standard Environmental Record Sources

Regulatory agency database information was obtained from ERIS, which maps and lists properties in federal and state environmental databases with existing conditions or status that may have the potential to affect the *Property*. The number of listed sites identified within the AMSDs from the Federal and state standard environmental records database listings specified in ASTM Standard E 1527-21 § 8.2.1 are summarized in the following table. Also shown are ASTM supplemental database searched and sites identified within the search distance. In some instances, an identified facility may be listed multiple times in the same database. In these cases, NV5 adjusts the reported number of listings in the database to accurately reflect a single facility listed more than once in the same database, which results in a difference in the number of facilities reported in the table below when compared to the ERIS regulatory database report presented in Appendix E. The results of the review for each database are discussed below. Databases with listings identified on or in the area of the *Property* are discussed separately, following the table, along with an opinion about the significance of the listing to the analysis of recognized environmental conditions in connection with the *Property*. The database report is provided as Appendix D.

NV5 reviewed regulatory agency database information compiled by ERIS to help identify recognized environmental conditions in connection with the *Property*. Unless stated otherwise in this section, the scope of NV5's review is limited to review of the information provided by ERIS and does not include review of regulatory agency files pertaining to specific sites that may have been identified.

The ERIS report includes an Orphan list of facilities that could not be precisely located due to inadequate address information. NV5 reviewed this list and determined where these facilities are located relative to the Site. None of the Orphan listings are located on the target Site (*Property*), or on the adjoining properties. The information was incorporated into the discussion of the appropriate database. Additionally, NV5's field survey verifies the locations of ERIS-identified facilities in relation to the *Property*, and, if necessary, adjusts their distances and directions with respect to their actual locations.

The approximate locations for the facilities discussed in this section are shown on the figures in the ERIS report, included as Appendix D. A detailed description of each regulatory database searched is included in the ERIS Report.

6.2 Federal Agency Records Review

The *Property* was not identified in any of the federal databases within the specified search radii. Several facilities were identified on the federal databases within the specified search radii. Based on the regulatory file review, these facilities are not considered a REC to the *Property*.

6.3 State Agency, Local, Tribal, ERIS Proprietary Record Review and Additional Environmental Record Sources

The *Property* is located within the Town Center Seminole Economic Enhancement District (S.E.E.D.) / Brownfield Area. Based on the nature of this listing as a designated area to support economic development incentive and redevelopment, which does not specifically identify impacted sites on the Property or adjoining properties, it is not considered a REC.

Several facilities were identified on the state databases within the specified search radii. Based on the regulatory file review, these facilities are not considered a REC to the *Property*.

7.0 PROPERTY RECONNAISSANCE

On September 12, 2024, Scott D. Graf, representative of NV5, performed a reconnaissance-level assessment of the *Property* to observe general property conditions and indications of the possible release(s) of petroleum products or hazardous materials to the subsurface. A walkover *Property* inspection was conducted to identify visible evidence of environmental concerns. Photographs taken during NV5's *Property* inspection are included in Appendix B.

7.1 Methodology and Limiting Conditions

Observations made from accessible spaces. NV5 could not conduct an uninterrupted ground reconnaissance of the *Property* due to the presence of dense vegetation in several portions of the *Property*. However, the lack of unobstructed visibility on the *Property* is not anticipated to alter the findings of this Phase I ESA.

7.2 General Property Conditions

7.2.1 Exterior Observations

NV5 visually inspected accessible portions of the Property that were at ground level. NV5 did not note areas of potential environmental concern during the *Property* reconnaissance.

7.2.2 Interior Observations

The *Property* did not contain building structures.

7.2.3 Storage Tanks

Evidence of ASTs, USTs, vent pipes, fill pipes, or access ways indicating USTs were assessed during the *Property* visit. NV5 did not observe any evidence of ASTs, USTs, vent pipes, fill pipes, or access ways indicating the presence of USTs from the publicly accessible spaces.

7.2.4 Hazardous Substances and Petroleum Products in Connection with Identified Uses

NV5 did not observe the presence hazardous materials or petroleum products on the subject property. NV5 did not observe evidence of staining or improper use of hazardous materials at the *Property* during our reconnaissance.

7.2.5 Hazardous Substance and Petroleum Products Containers (Not Necessarily in Connection with Identified Uses)

NV5 did not observe other hazardous substances or petroleum product containers at the *Property* that were not in connection with identified uses.

7.2.6 Drums

NV5 did not observe evidence of drums during the *Property* reconnaissance.

7.2.7 Unidentified Substance Containers

NV5 did not observe unidentified containers at the *Property* during our reconnaissance.

7.2.8 PCBs

NV5 did not observe equipment that would be suspected of containing PCBs on the *Property*.

7.2.9 Odors

NV5 did not detect readily noticeable strong, pungent, or noxious odors on the *Property*.

7.2.10 Pools of Liquid

NV5 did not observe evidence of standing water or pools containing liquids likely to contain hazardous substances or petroleum products on the *Property*.

7.2.11 Pits, Ponds, or Lagoons

NV5 did not observe any pits, ponds or lagoons on the *Property*.

7.2.12 Stained Soil or Pavement

NV5 did not observe areas of staining on the *Property*.

7.2.13 Stains or Corrosion

NV5 did not observe areas of staining or corrosion on the *Property*.

7.2.14 Stressed Vegetation

NV5 did not observe stressed vegetation on the *Property*.

7.2.15 Solid Waste

NV5 did not observe evidence of solid waste dumping on the *Property*.

7.2.16 Wastewater

NV5 did not observe wastewater discharges on the *Property*.

7.2.17 Wells

NV5 did not observe wells on the *Property*.

7.2.18 Drains and Sumps

NV5 did not identify or observe drains or sumps on the *Property*.

7.2.19 Septic Systems

NV5 did not observe septic systems on the *Property*.

7.2.20 Heating/Cooling

Heating and cooling systems were not observed on the *Property*.

7.2.21 Radon

Federal EPA Radon Zone for *SEMINOLE* County: 3 - Low potential; average indoor radon levels may be less than 2 (picocuries per liter) pCi/L.

7.2.22 Current Uses of Adjoining Properties

Properties adjoining the *Property* are as follows:

- North and Northeast: Undeveloped wooded land
- Northwest: Undeveloped vacant land
- West and Southwest: SR 434 and a multi-family retirement facility
- South: SR 434, the Cross Seminole Trail, and a stormwater pond
- Southeast: The Cross Seminole Trail and undeveloped wooded land
- East: The Cross Seminole Trail and a stormwater pond

Evidence of outdoor storage of chemicals was not observed on the adjoining or adjacent properties from accessible locations. No spills stressed or discolored vegetation, or stained soils were observed during NV5's site vicinity reconnaissance. Overall, surrounding property uses are not expected to impact subsurface conditions at the *Property* at this time.

8.0 INTERVIEWS

8.1 Interview with Owner/Key Property Manager

NV5 interviewed Mr. Jorge Sardinas, Partner with the current *Property* owner, Tuskawilla Retail Partners II LLC. Mr. Sardinas indicated that the *Property* was acquired by Tuskawilla Retail Partners II LLC in approximately 2017/2018. He indicated that a Phase I ESA was conducted at the time of purchase and the findings indicated "all clear", otherwise they wouldn't have purchased the *Property*. Mr. Sardinas indicated that they typically don't provide a copy of the prior Phase I ESAs. Mr. Sardinas indicated that the prior owner of the Property was the International Brotherhood of Electrical Workers (IBEW) or a subsidiary. Mr. Sardinas indicated that the *Property* has been vacant land. Mr. Sardinas was not aware of wells or septic tanks on the *Property*, and he indicated that municipally supplied water and sewer service will be provided to the *Property*. Mr. Sardinas was not aware of any spills or discharges of petroleum products or hazardous materials at the *Property* or the adjoining properties. He was not aware of any aboveground or underground storage tanks on the *Property*. He was not aware of any solid waste disposal or landfilling on the *Property*. Mr. Sardinas was not aware of any historic dry cleaners, printers or other businesses that might use or handle hazardous materials on the *Property* or adjoining properties Mr. Sardinas was not aware of any environmental concerns associated with the *Property* or adjoining properties.

8.2 Interviews with Occupants

Property occupants were not interviewed as part of this Phase I ESA as the *Property* was undeveloped land at the time of our reconnaissance.

8.3 Interviews with Local Regulatory Agencies

Interviews conducted with local regulatory agencies have been summarized in Section 5.3.

8.4 Interviews with Others

No past owners, operators or occupants were identified at the time of this assessment.

9.0 FINDINGS/OPINION

Scott D. Graf (the Environmental Professional) has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 and the authorized Scope of Work for the 1.02-acre commercial out-parcel property located at SR 434 and Michael Blake Boulevard, Seminole County, Florida 32708 (the "*Property*"). Any exceptions to, or deletions from, this practice are described in Section 5.1 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the *Property*.

9.1 On-Site Recognized Environmental Conditions

NV5 did not identify any current on-site recognized environmental condition during the completion of this Phase I ESA.

Deviations

NV5 did not deviate from ASTM Standard E1527-21 to the extent that we could determine such deviations.

9.2 Off-Site Recognized Environmental Conditions

NV5 did not identify any off-site recognized environmental conditions during the completion of this Phase I ESA.

De Minimis Conditions

A *de minimis* condition, as defined in the ASTM Standard, is a condition that generally does not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not RECs or CRECs.

NV5 did not identify *de minimis* conditions in association with the *Property*.

9.3 Issues beyond the Scope of ASTM Standard E1527-21

NV5 was not retained to provide additional services beyond those outlined in our proposal and in accordance with ASTM Standard E1527-21.

10.0 CONCLUSIONS

The Environmental Professional (EP), Scott D. Graf, has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 and the authorized Scope of Work for the 1.02-acre commercial out-parcel property located at SR 434 and Michael Blake Boulevard, Seminole County, Florida 32708, the *Property*. Any exceptions to or deletions from this practice are described in Section 5.1 of this report.

This assessment has revealed no evidence of recognized environmental conditions in connection with the Property.

Based on the information obtained in the course of this assessment, NV5 recommends that no further assessment is warranted with respect to issues included within the scope of ASTM Standard E1527-21 and AAI.

11.0 STANDARD OF CARE

The services performed by NV5, Inc. on this project have been conducted with that level of care and skill ordinarily exercised by reputable members of the profession, practicing in the same locality, under similar budget and time constraints.

Phase I Environmental Site Assessment

NV5 warrants that the findings and conclusions contained herein were accomplished in accordance with the methodologies set forth in the ASTM Standard E 1527-21 protocol. These methodologies are described by the standard as representing good commercial and customary practice for conducting an Environmental Site Assessment of a parcel of property for the purpose of identifying recognized environmental conditions. However, these findings and conclusions contain all of the limitations inherent in these methodologies that are referred to in the protocol and some of which are more specifically set forth below.

Unidentifiable Conditions

There is a possibility that even with proper application of these methodologies, conditions may exist on the property that could not be identified within the scope of the assessment or that were not reasonably identifiable from the available information. NV5 believes that the information obtained from the records review and the interviews concerning the property is reliable. However, NV5 cannot and does not warrant or guarantee that the information provided by these other sources is accurate or complete. The methodologies of this assessment are not intended to produce all-inclusive or comprehensive results, but rather to provide the client with information regarding apparent suspicions of existing and potential adverse environmental conditions relating to the subject property.

As directed by the client, NV5 did not provide any service to investigate or detect the presence of moisture, mold or other biological contaminates in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of NV5's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, NV5 cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

No other warranties are implied or expressed.

No other additional services were provided as part of the Phase I ESA.

12.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONALS

The environmental assessment described herein was conducted by the undersigned employee of NV5. NV5's investigation consisted solely of the activities described in the Introduction of this report, and in accordance with the Client's agreement with NV5, authorized prior to initiation of the assessment, as applicable.

I declare that, to the best of my professional knowledge and belief, I meet the definition of environmental professional as defined in §312.10 of 40 Code of Federal Regulations (CFR) 312, and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the *Property*. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



September 16, 2024

Scott D. Graf, P.G. Date
Central Florida Environmental Manager

13.0 REFERENCES

Method References

Phase I Environmental Site Assessment Process, Designation E 1527-21

Physical Setting References

United States Fish & Wildlife Service National Wetlands Inventory wetlands mapper http://www.fws.gov/nwi/

United States Geological Survey, "Casselberry, FL" and "Oviedo, FL" 7½ minute topographic quadrangles, 2021

Historical References

ERIS – Database Report™ No. 24090500255, The Learning Experience, SR 434 and Michael Blake Boulevard, Winter Springs, FL 32708 dated September 6, 2024

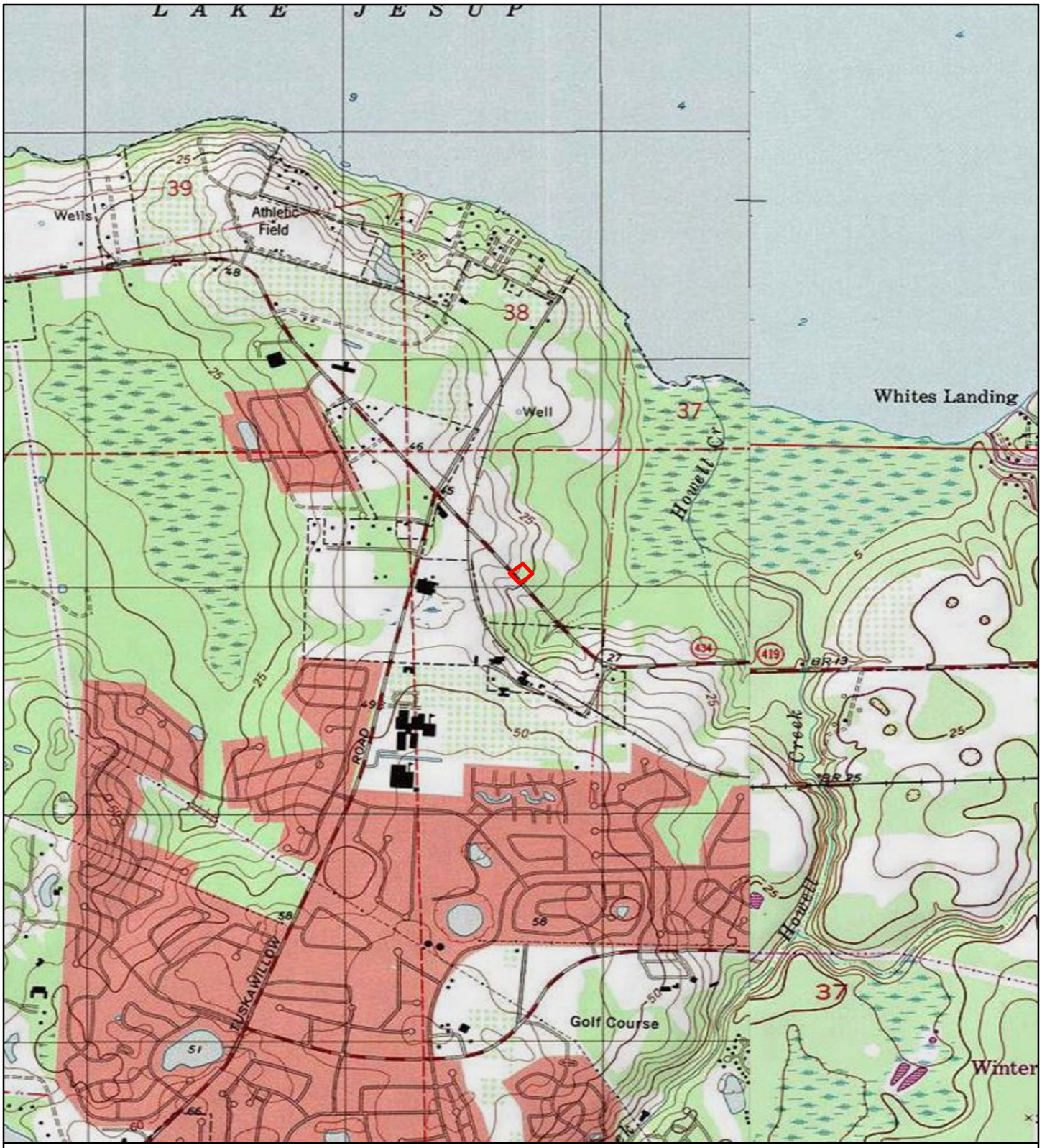
ERIS – Fire Insurance Map Report No. 24090500255, The Learning Experience, SR 434 and Michael Blake Boulevard, Winter Springs, FL 32708 dated September 5, 2024

ERIS – Historical Aerial Report No. 24090500255, The Learning Experience, SR 434 and Michael Blake Boulevard, Winter Springs, FL 32708 dated September 9, 2024

ERIS – Physical Setting Report (PSR) Report No. 24090500255p, The Learning Experience, SR 434 and Michael Blake Boulevard, Winter Springs, FL 32708 dated September 5, 2024

ERIS – Topographic Report Report No. 24090500255, The Learning Experience, SR 434 and Michael Blake Boulevard, Winter Springs, FL 32708 dated September 5, 2024

ERIS – City Directory Report No. 24090500255, The Learning Experience, SR 434 and Michael Blake Boulevard, Winter Springs, FL 32708 dated September 6, 2024



Service Layer Credits: Copyright:© 2013 National Geographic Society, i-cubedUSGS 7.5 Minute Topographic Map

LEGEND

PROPERTY

2,400 Feet

N

NV5

6200 LEE VISTA BLVD., SUITE 400
ORLANDO, FL 32822
TEL: 407.275.5120

PROJECT LOCATION MAP

THE LEARNING EXPERIENCE
SR 434 AND MICHAEL BLAKE BOULEVARD
PHASE I ENVIRONMENTAL SITE ASSESSMENT

FIGURE 1

FOR:

KW PARTNERS, LLC

DES: RD	DR: RD	CHK: SG

PROJECT NO. 4420424-0006043.00 | DATE: 9/10/2024 | SHT 1 OF 2

Document Path: E:\4420424-0006043.00\4420424-0006043.00 Figure 1.mxd



Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User

LEGEND

PROPERTY

240 Feet

N

NV5
6200 LEE VISTA BLVD., SUITE 400
ORLANDO, FL 32822
TEL: 407.275.5120

PROJECT SITE MAP

THE LEARNING EXPERIENCE
SR 434 AND MICHAEL BLAKE BOULEVARD
PHASE I ENVIRONMENTAL SITE ASSESSMENT

FIGURE 2

FOR:
KW PARTNERS, LLC

DES: RD	DR: RD	CHK: SG

PROJECT NO. 4420424-0006043.00 | DATE: 9/13/2024 | SHT 2 OF 2

Document Path: E:\4420424-0006043.00\4420424-0006043.00 Figure 2.mxd

APPENDIX A

Aerial Photographs

HISTORICAL AERIALS

Project Property: The Learning Experience
SR 434 and Michael Blake Boulevard
Winter Springs FL 32708

Project No: 4420424-0006043.00

Requested By: NV5

Order No: 24090500255

Date Completed: September 09,2024

Aerial Maps included in this report are produced by the sources listed above and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property. ERIS provides no warranty of accuracy or liability. The information contained in this report has been produced using aerial photos listed in above sources by ERIS Information Inc. (in the US) and ERIS Information Limited Partnership (in Canada), both doing business as 'ERIS'. The maps contained in this report do not purport to be and do not constitute a guarantee of the accuracy of the information contained herein. Although ERIS has endeavored to present information that is accurate, ERIS disclaims, any and all liability for any errors, omissions, or inaccuracies in such information and data, whether attributable to inadvertence, negligence or otherwise, and for any consequences arising therefrom. Liability on the part of ERIS is limited to the monetary value paid for this report.

Environmental Risk Information Services
A division of Glacier Media Inc.
1.866.517.5204 | info@erisinfo.com | erisinfo.com

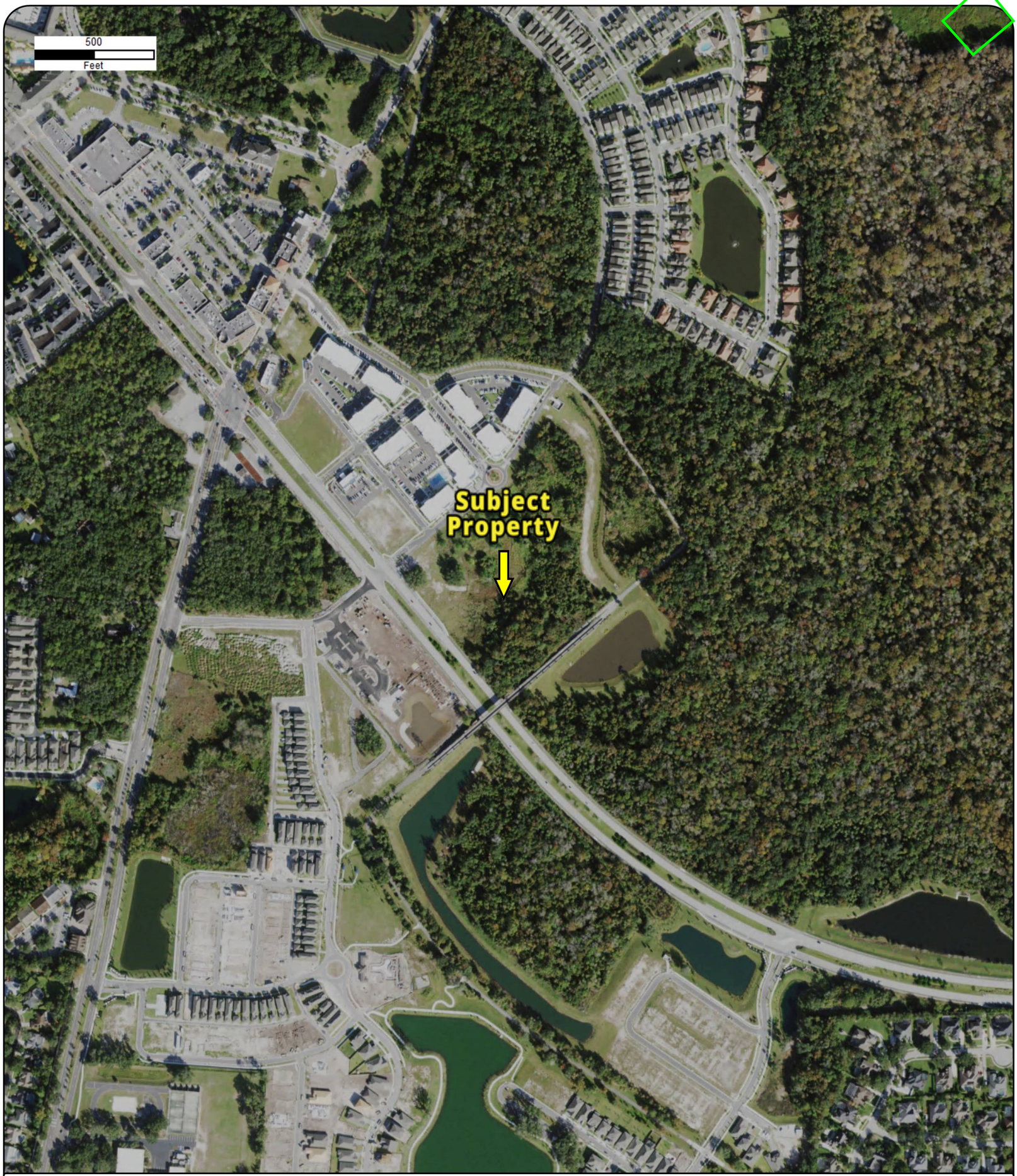
Date	Source	Scale	Comments
2021	Maxar Technologies	1" = 500'	
2019	United States Department of Agriculture	1" = 500'	
2017	United States Department of Agriculture	1" = 500'	
2015	United States Department of Agriculture	1" = 500'	
2013	United States Department of Agriculture	1" = 500'	
2010	United States Department of Agriculture	1" = 500'	
2007	United States Department of Agriculture	1" = 500'	
2006	United States Department of Agriculture	1" = 500'	
2005	United States Department of Agriculture	1" = 500'	
1999	United States Geological Survey	1" = 500'	
1993	Florida Department of Transportation	1" = 500'	
1989	Florida Department of Transportation	1" = 500'	
1984	United States Geological Survey	1" = 500'	
1974	Agricultural Stabilization & Conserv. Service	1" = 500'	
1964	Florida Department of Transportation	1" = 500'	
1957	Agricultural Stabilization & Conserv. Service	1" = 500'	
1948	Agricultural Stabilization & Conserv. Service	1" = 500'	
1941	Agricultural Stabilization & Conserv. Service	1" = 500'	



Year: 2021
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Scale: 1" = 500'
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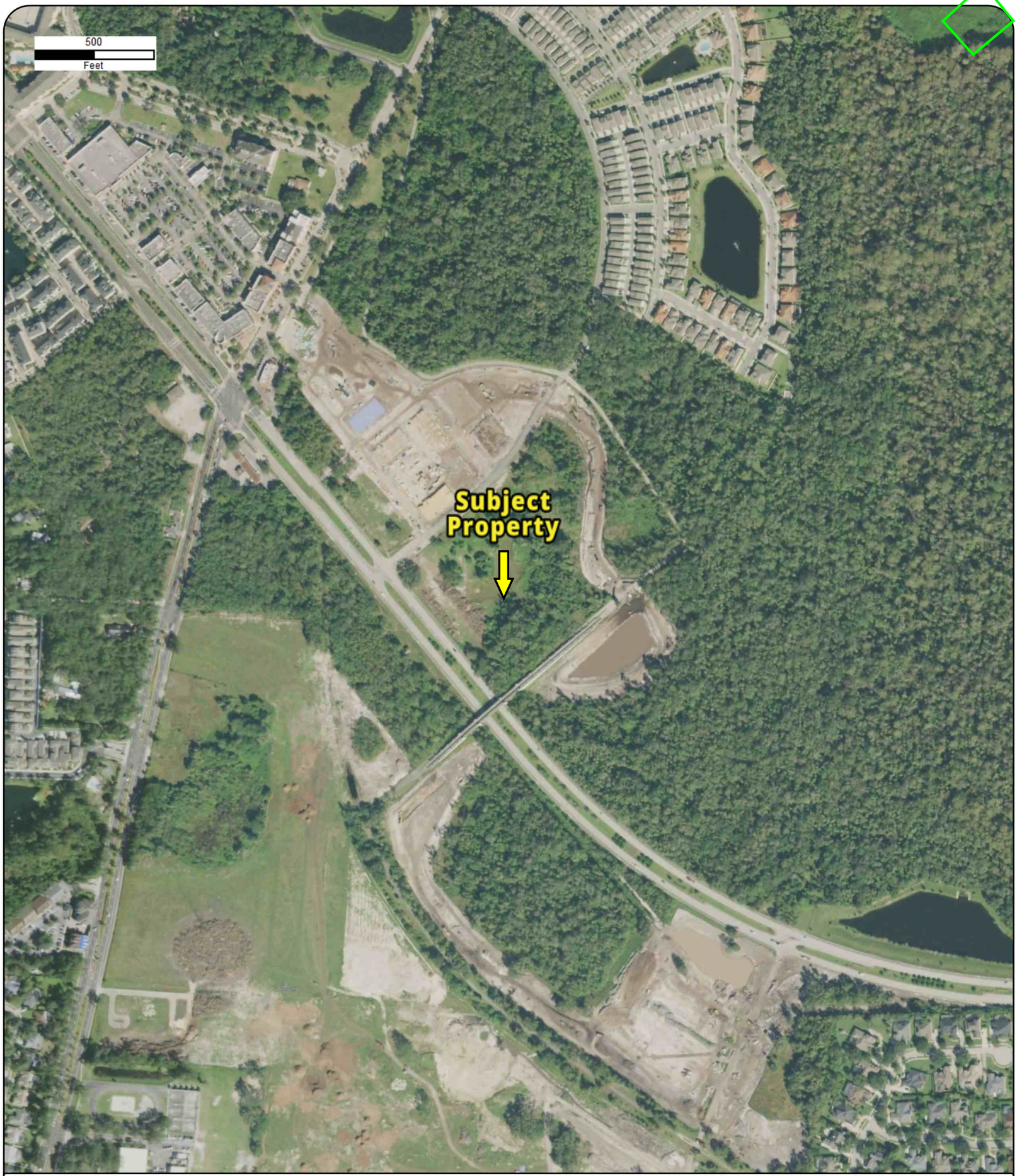
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Order No: 24090500255



Year: 2017
Source: USDA
Scale: 1" = 500'
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Order No: 24090500255

ERIS



Year: 2015
Source: USDA
Scale: 1" = 500'
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Order No: 24090500255

ERIS



Year: 2013
Source: USDA
Scale: 1" = 500'
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Order No: 24090500255



Year: 2010
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Scale: 1" = 500'
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Order No: 24090500255

ERIS



Year: 2007
Source: USDA
Scale: 1" = 500'
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Order No: 24090500255

ERIS



Year: 2006
Source: USDA
Scale: 1" = 500'
Comment:

Address: SR 434 and Michael Blake Boulevard, Winter Springs, FL
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Order No: 24090500255

ERIS



Year: 2005
Source: USDA
Scale: 1" = 500'
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Order No: 24090500255

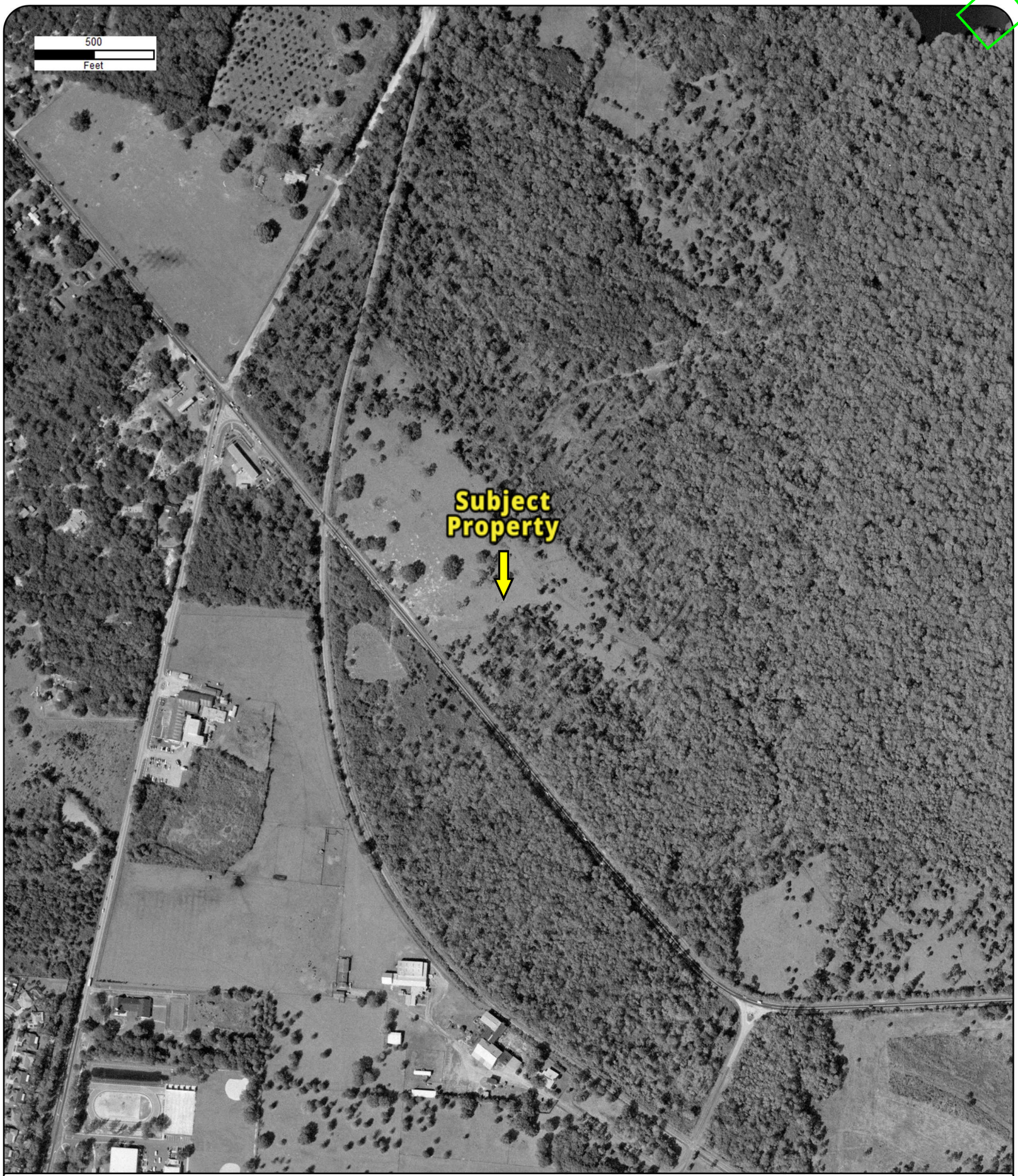


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Order No: 24090500255

ERIS



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Source: FDOT
Scale: 1" = 500'
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Address: SR 434 and Michael Blake Boulevard, Winter Springs, FL
Approx Center: -81.25886923,28.69376063

Order No: 24090500255



Year: 1989
Source: FDOT
Scale: 1" = 500'
Comment:

Address: SR 434 and Michael Blake Boulevard, Winter Springs, FL
Approx Center: -81.25886923,28.69376063

Order No: 24090500255

ERIS



Year: 1984
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Scale: 1" = 500'
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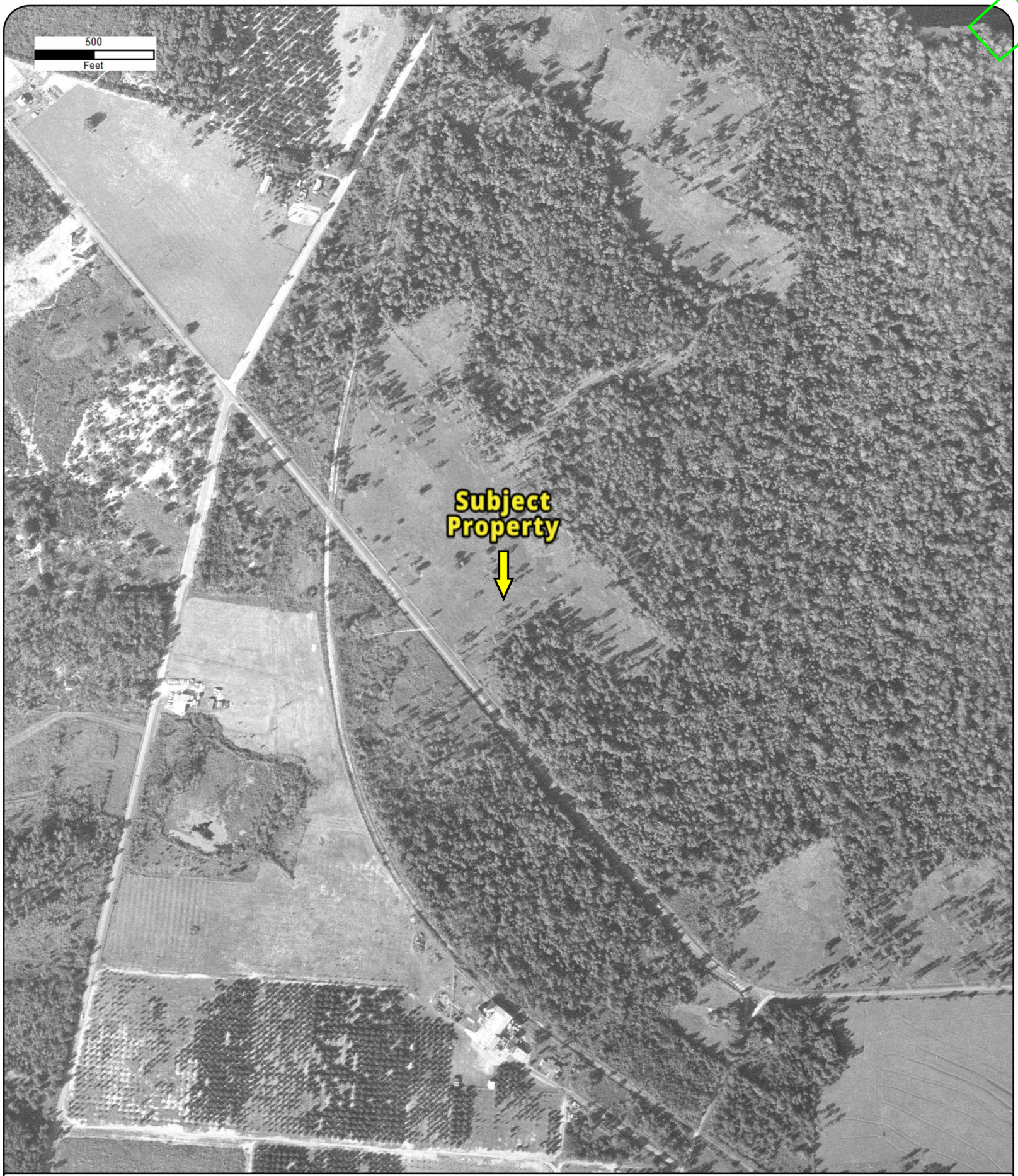
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Approx Center: -81.25886923,28.69376063

Order No: 24090500255



Year: 1964
Source: FDOT
Scale: 1" = 500'
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Approx Center: -81.25886923,28.69376063

Order No: 24090500255

ERIS

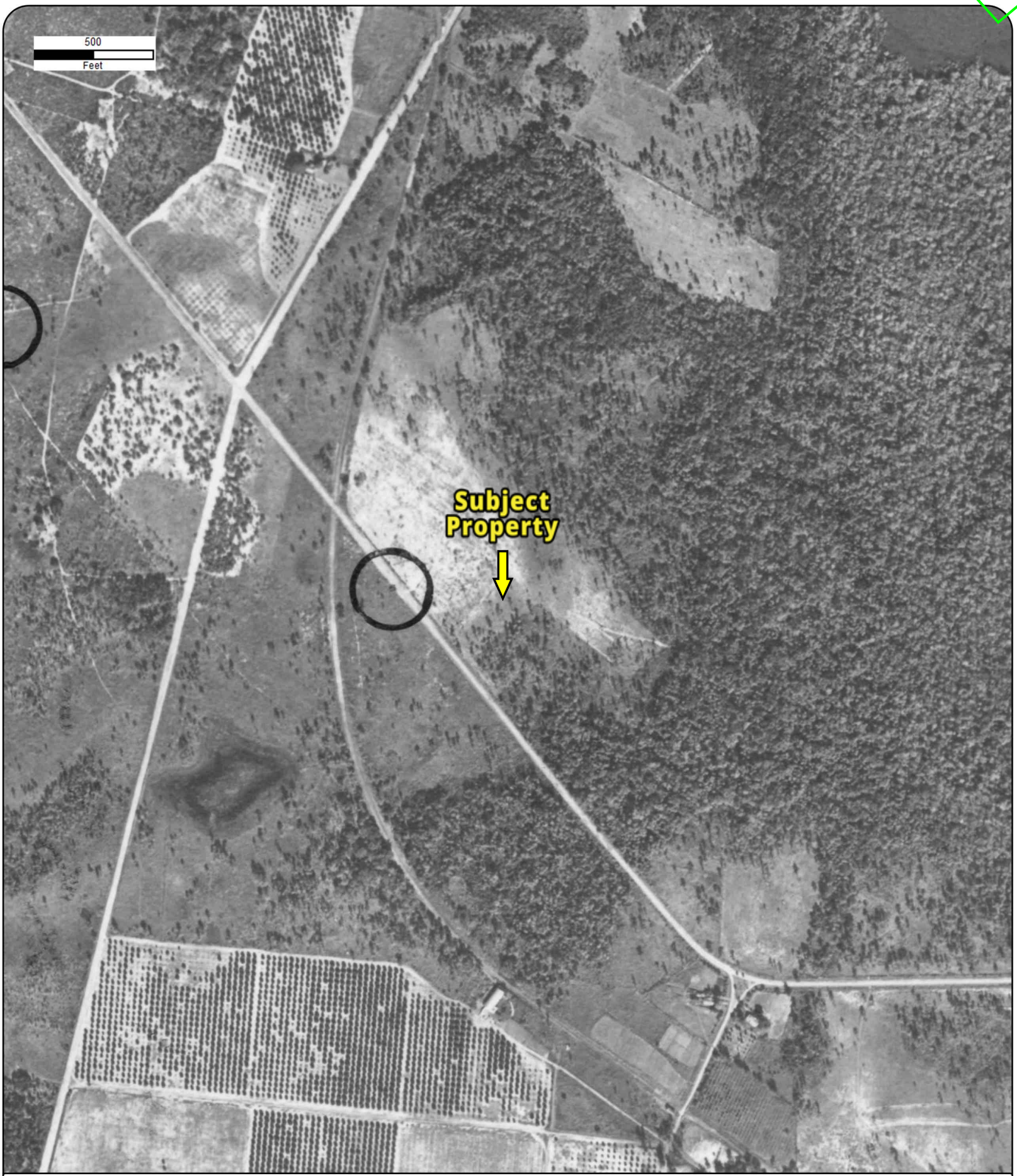


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Approx Center: -81.25886923,28.69376063

Order No: 24090500255

ERIS



Year: 1948
Source: ASCS
Scale: 1" = 500'
Comment:

Address: SR 434 and Michael Blake Boulevard, Winter Springs, FL
Approx Center: -81.25886923,28.69376063

Order No: 24090500255

ERIS



Year: 1941
Source: ASCS
Scale: 1" = 500'
Comment:

Address: SR 434 and Michael Blake Boulevard, Winter Springs, FL
Approx Center: -81.25886923,28.69376063

Order No: 24090500255

APPENDIX B

Property Photographs



Photograph #1.

Description of Photograph:
View of *Property* looking southeast

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #2.

Description of Photograph:
View of *Property* looking north from bridge over SR 434

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #3.

Description of Photograph:
View of *Property* looking northeast across SR 434

Site Location:
SR 434 and Michael Blake Boulevard, Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #4.

Description of Photograph:
View of *Property* looking east-northeast across SR 434

Site Location:
SR 434 and Michael Blake Boulevard, Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #5.

Description of Photograph:
View of *Property* looking southeast

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #6.

Description of Photograph:
View of typical survey stake within interior of *Property*

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #7.

Description of Photograph:
View of interior of *Property*

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #8.

Description of Photograph:
View of west side of interior of *Property*

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #9.

Description of Photograph:
View of northeast adjoining property

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #10.

Description of Photograph:
View of southwest adjoining property looking across SR 434

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #11.

Description of Photograph:
View of southeast adjoining property

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024



Photograph #12.

Description of Photograph:
View of northwest adjoining property

Site Location:
SR 434 and Michael Blake Boulevard,
Winter Springs, Florida

Photograph Taken By:
Scott D. Graf
September 12, 2024

APPENDIX C

User Questionnaires

NV5

ASTM E1527-21
User Questionnaire
Property location: The Learning Experience, SR 434 & Michael Blake Blvd., Winter Springs, FL

This questionnaire is utilized in order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"). LLPs is the term used to describe the three types of potential defenses to Superfund liability in EPA's *Interim Guidance Regarding Criteria Landowners Must Meet in order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability* issued on March 6, 2003. The user must provide the following information (if available) to the environmental professional. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.

1) **Environmental cleanup liens that are filed or recorded against the subject property (40 CFR 312.25).**
Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law? If such documentation is available, please provide. Title Search was performed and No environmental liens were found

2) **Activity and land use limitations (AULs) that are in place on the subject property or that have been filed or recorded in a registry (40 CFR 312.26).**
Did a search of recorded land title records (or judicial records where appropriate,) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law? No

3) **Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).**
As the user of this environmental site assessment (ESA) do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

No Knowlege or experience

NV5
6200 Lee Vista Boulevard, Suite 400
Orlando, FL 32822
Phone: 407-275-5120

4) **Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 CFR 312.29).**

Does the purchase price being paid for this subject property reasonably reflect the fair market value of the subject property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property? Purchase price reasonably reflects fair market value

5) **Commonly known or reasonably ascertainable information about the subject property (40 CFR 312.30).**

Are you aware of commonly known or reasonably ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,

a) Do you know the past use of the subject property?

NO

b) Do you know the specific chemicals that are present or once were present at the subject property? NO

c) Do you know of spills or other chemical releases that have taken place at the subject property? NO

d) Do you know of any environmental cleanups that have taken place at the subject property? NO

6) **The degree of obviousness of the presence or likely presence of the contamination at the subject property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**

Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?

NOT THAT I AM AWARE

Signature: _____ Date: 9/2/24

Name : Richard Kerpen Company: KW Partners, LLC

Association to the property/ transaction: Buyer

NV5
6200 Lee Vista Boulevard, Suite 400
Orlando, FL 32822
Phone: 407-275-5120

APPENDIX D

ERIS Database Search Report

DATABASE REPORT

Project Property:	*The Learning Experience* *SR 434 and Michael Blake Boulevard* *Winter Springs FL 32708*
Project No:	*4420424-0006043.00*
Report Type:	*Database Report*
Order No:	*24090500255*
Requested by:	*NV5*
Date Completed:	*September 6, 2024*

Environmental Risk Information Services
A division of Glacier Media Inc.
1.866.517.5204 | info@erisinfo.com | erisinfo.com

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Executive Summary

Property Information:

Project Property:	*The Learning Experience* *SR 434 and Michael Blake Boulevard Winter Springs FL 32708*
Project No:	*4420424-0006043.00*

Coordinates:

Latitude:	*28.69376063*
Longitude:	*-81.25886923*
UTM Northing:	*3,174,085.12*
UTM Easting:	*474,712.15*
UTM Zone:	*UTM Zone 17R*

Elevation: *27 FT*

Order Information:

Order No:	*24090500255*
Date Requested:	*September 5, 2024*
Requested by:	*NV5*
Report Type:	*Database Report*

Historicals/Products:

Aerial Photographs	*Historical Aerials (with Project Boundaries)*
City Directory Search	*CD - 2 Street Search*
ERIS Xplorer	*ERIS Xplorer*
Excel Add-On	*Excel Add-On*
Fire Insurance Maps	*US Fire Insurance Maps*
Physical Setting Report (PSR)	*Physical Setting Report (PSR)*
Product Summary	*Product Summary for Aerials, FIMs & Topos*
Topographic Map	*Topographic Maps*
Vapor Screening Tool	*Vapor Screening Tool*

Executive Summary: Report Summary

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
Standard Environmental Records								
Federal								
NPL	Y	1	0	0	0	0	0	0
PROPOSED NPL	Y	1	0	0	0	0	0	0
DELETED NPL	Y	0.5	0	0	0	0	-	0
SEMS	Y	0.5	0	0	0	0	-	0
SEMS ARCHIVE	Y	0.5	0	0	0	0	-	0
ODI	Y	0.5	0	0	0	0	-	0
IODI	Y	0.5	0	0	0	0	-	0
CERCLIS	Y	0.5	0	0	0	0	-	0
CERCLIS NFRAP	Y	0.5	0	0	0	0	-	0
CERCLIS LIENS	Y	PO	0	-	-	-	-	0
RCRA CORRACTS	Y	1	0	0	0	0	0	0
RCRA TSD	Y	0.5	0	0	0	0	-	0
RCRA LQG	Y	0.25	0	0	0	-	-	0
RCRA SQG	Y	0.25	0	0	0	-	-	0
RCRA VSQG	Y	0.25	0	0	0	-	-	0
RCRA NON GEN	Y	0.25	0	0	**4**	-	-	**4**
RCRA CONTROLS	Y	0.5	0	0	0	0	-	0
FED ENG	Y	0.5	0	0	0	0	-	0
FED INST	Y	0.5	0	0	0	0	-	0
LUCIS	Y	0.5	0	0	0	0	-	0
NPL IC	Y	0.5	0	0	0	0	-	0
ERNS 1982 TO 1986	Y	PO	0	-	-	-	-	0
ERNS 1987 TO 1989	Y	PO	0	-	-	-	-	0
ERNS	Y	PO	0	-	-	-	-	0
FED BROWNFIELDS	Y	0.5	0	0	0	0	-	0
FEMA UST	Y	0.25	0	0	0	-	-	0
FRP	Y	0.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
DELISTED FRP	Y	0.25	0	0	0	-	-	0
HIST GAS STATIONS	Y	0.25	0	0	0	-	-	0
REFN	Y	0.25	0	0	0	-	-	0
BULK TERMINAL	Y	0.25	0	0	0	-	-	0
SEMS LIEN	Y	PO	0	-	-	-	-	0
SUPERFUND ROD	Y	1	0	0	0	0	0	0
DOE FUSRAP	Y	1	0	0	0	0	0	0
State								
SHWS	Y	1	0	0	0	0	0	0
DELISTED SHWS	Y	1	0	0	0	0	0	0
ERIC	Y	1	0	**1**	**2**	0	0	**3**
CLEANUP DEP	Y	1	0	0	0	0	0	0
WCRPS	Y	1	0	**1**	0	0	0	**1**
DELISTED WCP	Y	1	0	0	0	0	0	0
SWF/LF	Y	0.5	0	0	**1**	**1**	-	**2**
LST	Y	0.5	0	0	**2**	**1**	-	**3**
DELISTED LST	Y	0.5	0	0	0	0	-	0
UST	Y	0.25	0	0	**2**	-	-	**2**
AST	Y	0.25	0	**1**	**1**	-	-	**2**
TANK	Y	0.25	0	0	0	-	-	0
DEL UST AST TANK	Y	0.25	0	0	0	-	-	0
DEL STORAGE TANK	Y	0.25	0	0	0	-	-	0
FF TANKS	Y	0.25	0	0	0	-	-	0
STCS	Y	0.5	0	**1**	**2**	**2**	-	**5**
INST	Y	0.5	0	0	0	**1**	-	**1**
ENG	Y	0.5	0	0	0	**1**	-	**1**
VCP	Y	0.5	0	0	**2**	0	-	**2**
BROWNFIELDS	Y	0.5	0	0	**1**	0	-	**1**
BROWNFIELD AREA	Y	0.5	**1**	0	**1**	0	-	**2**
HAZ WASTE FAC	Y	0.5	0	0	0	0	-	0
Tribal								
INDIAN LUST	Y	0.5	0	0	0	0	-	0
INDIAN UST	Y	0.25	0	0	0	-	-	0
DELISTED INDIAN LST	Y	0.5	0	0	0	0	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
DELISTED INDIAN UST	Y	0.25	0	0	0	-	-	0
County	***No County databases were selected to be included in the search.***							
Additional Environmental Records								
Federal								
PFAS GHG	Y	0.5	0	0	0	0	-	0
OSC RESPONSE	Y	0.125	0	0	-	-	-	0
FINDS/FRS	Y	PO	0	-	-	-	-	0
TRIS	Y	PO	0	-	-	-	-	0
PFAS NPL	Y	0.5	0	0	0	0	-	0
PFAS FED SITES	Y	0.5	0	0	0	0	-	0
PFAS SSEHRI	Y	0.5	0	0	0	0	-	0
ERNS PFAS	Y	0.5	0	0	0	0	-	0
PFAS NPDES	Y	0.5	0	0	0	0	-	0
PFAS TRI	Y	0.5	0	0	0	0	-	0
PFAS WATER	Y	0.5	0	0	0	0	-	0
PFAS TSCA	Y	0.5	0	0	0	0	-	0
PFAS E-MANIFEST	Y	0.5	0	0	0	0	-	0
PFAS IND	Y	0.5	0	0	0	0	-	0
HMIRS	Y	0.125	0	0	-	-	-	0
NCDL	Y	0.125	0	0	-	-	-	0
TSCA	Y	0.125	0	0	-	-	-	0
HIST TSCA	Y	0.125	0	0	-	-	-	0
FTTS ADMIN	Y	PO	0	-	-	-	-	0
FTTS INSP	Y	PO	0	-	-	-	-	0
PRP	Y	PO	0	-	-	-	-	0
SCRD DRYCLEANER	Y	0.5	0	0	0	0	-	0
ICIS	Y	PO	0	-	-	-	-	0
FED DRYCLEANERS	Y	0.25	0	0	0	-	-	0
DELISTED FED DRY	Y	0.25	0	0	0	-	-	0
FUDS	Y	1	0	0	0	0	0	0
FUDS MRS	Y	1	0	0	0	0	0	0
FORMER NIKE	Y	1	0	0	0	0	0	0
PIPELINE INCIDENT	Y	PO	0	-	-	-	-	0
MLTS	Y	PO	0	-	-	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
HIST MLTS	Y	PO	0	-	-	-	-	0
MINES	Y	0.25	0	0	0	-	-	0
SMCRA	Y	1	0	0	0	0	0	0
MRDS	Y	1	0	0	0	0	**1**	**1**
LM SITES	Y	1	0	0	0	0	0	0
ALT FUELS	Y	0.25	0	0	0	-	-	0
CONSENT DECREES	Y	0.25	0	0	0	-	-	0
AFS	Y	PO	0	-	-	-	-	0
SSTS	Y	0.25	0	0	0	-	-	0
PCBT	Y	0.5	0	0	0	0	-	0
PCB	Y	0.5	0	0	0	0	-	0
State								
HIST RISK	Y	0.125	0	0	-	-	-	0
PRIORITYCLEAN	Y	0.5	0	0	0	0	-	0
DRYCLEANERS	Y	0.25	0	0	0	-	-	0
DELISTED DRYCLEANERS	Y	0.25	0	0	0	-	-	0
HISTORICAL DRYC	Y	0.25	0	0	0	-	-	0
SPILLS	Y	0.125	0	0	-	-	-	0
DWM CONTAM	Y	0.5	0	0	**6**	**2**	-	**8**
DEL CONTAM SITE	Y	0.5	0	0	0	**1**	-	**1**
PFAS AFFF	Y	0.5	0	0	0	0	-	0
PFAS	Y	0.5	0	0	0	0	-	0
GW CONTAM	Y	0.125	0	0	-	-	-	0
UIC	Y	PO	0	-	-	-	-	0
WELL SURVEILLANCE	Y	0.25	0	0	**4**	-	-	**4**
CDV SOUTHEAST	Y	0.5	0	0	0	0	-	0
TIER 2	Y	0.125	0	0	-	-	-	0
DELISTED COUNTY	Y	0.25	0	0	0	-	-	0
Tribal	***No Tribal additional environmental record sources available for this State.***							
County	***No County additional environmental databases were selected to be included in the search.***							
Total:			***1***	***4***	***28***	***9***	***1***	***43***

**** PO – Property Only***
**** 'Property and adjoining properties' database search radii are set at 0.25 miles.***

Executive Summary: Site Report Summary - Project Property

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
1	BROWNFIELD AREA	TOWN CENTER S.E.E.D. / BROWNFIELD	CITY OF WINTER SPRINGS FL	ESE	0.00 / 0.00	-1	24

Executive Summary: Site Report Summary - Surrounding Properties

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
2	AST	WINTER SPRINGS CITY - LIFT STATION	80 MICHAEL BLAKE BLVD WINTER SPRINGS FL 32708	W	0.06 / 339.66	5	24
			***Facility ID	Facility Status:*** 9818667	OPEN ***Tank Status	Status Date:*** U - IN SERVICE	01-AUG-2021				
2	STCS	WINTER SPRINGS CITY - LIFT STATION	80 MICHAEL BLAKE BLVD WINTER SPRINGS FL 32708	W	0.06 / 339.66	5	25
			***Facility ID	Fac Stat (OD):*** 9818667	OPEN				
3	WCRPS	SCRIMSHER PARCEL	E SR 434 WINTER SPRINGS, FL	W	0.12 / 645.77	13	27
3	ERIC	SCRIMISHER PARCEL	E SR 434 WINTER SPRINGS, FL 32708	W	0.12 / 645.77	13	27
4	RCRA NON GEN	CENTRAL FLORIDA DRUM INC	2950 RAILROAD AVE OVIEDO FL 32765	SSW	0.17 / 894.83	11	28
			EPA Handler ID: FLD032630212				
4	RCRA NON GEN	POLYMETRICS INC	2950 RAILROAD AVE OVIEDO FL 32794	SSW	0.17 / 894.83	11	29
			EPA Handler ID: FLD984183426				
4	LST	L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765-8240	SSW	0.17 / 894.83	11	31
			***Facility ID	Facility Status:*** 8520795	CLOSED ***Cleanup Required:*** R - CLEANUP REQUIRED				
4	VCP	*L D PLANTE (BF)	2950 RAILROAD AVE - OVIEDO FL -	SSW	0.17 / 894.83	11	34
4	WELL SURVEILLANCE	PLANTE	2950 RAILROAD AVE WINTER SPRINGS FL 32708	SSW	0.17 / 894.83	11	34
4	WELL SURVEILLANCE	L D PLANTE INC	2950 RAILROAD AVE WINTER SPRINGS FL 32708	SSW	0.17 / 894.83	11	34
4	WELL SURVEILLANCE	LD PLANTE	2950 RAILROAD AVE OVIEDO FL 32708	SSW	0.17 / 894.83	11	35
4	DWM CONTAM	L D PLANTE (BF)	2950 RAILROAD AVE OVIEDO FL	SSW	0.17 / 894.83	11	35
			Facility ID: 38428				

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
4	UST	L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765	SSW	0.17 / 894.83	11	36
			Facility ID | Facility Status: 8520795 | CLOSED ***Tank Status | Status Date:*** B - REMOVED FROM SITE | 31-DEC-1988, B - REMOVED FROM SITE | 31-DEC-1988				
4	AST	L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765	SSW	0.17 / 894.83	11	36
			Facility ID | Facility Status: 8520795 | CLOSED ***Tank Status | Status Date:*** B - REMOVED FROM SITE | 31-DEC-1988, B - REMOVED FROM SITE | 31-DEC-1988				
4	ERIC	Polymetrics Inc	2950 RAILROAD AVE OVIEDO FL 0	SSW	0.17 / 894.83	11	37
4	ERIC	L D PLANTE INC	2950 RAILROAD AVENUE OVIEDO FL 32765	SSW	0.17 / 894.83	11	38
4	DWM CONTAM	L.D.PLANTE	2950 RAILROAD AVENUE OVIEDO FL	SSW	0.17 / 894.83	11	38
4	STCS	L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765	SSW	0.17 / 894.83	11	39
			Facility ID | Fac Stat (OD): 8520795 | CLOSED				
4	VCP	*L D PLANTE (BF)	2950 RAILROAD AVE - OVIEDO FL -	SSW	0.17 / 894.83	11	41
4	DWM CONTAM	L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765	SSW	0.17 / 894.83	11	42
			Facility ID: 8520795				
5	BROWNFIELDS	Former Central Florida Drum Facility	2950 (M-1 Zoning Area Only) and 2960 Railroad Avenue WINTER SPRINGS FL 32708	SSW	0.17 / 894.83	11	42
6	BROWNFIELD AREA	Former Central Florida Drum Facility	WINTER SPRINGS FL	SSW	0.17 / 894.83	11	43
7	RCRA NON GEN	FOREIGN CAR PARTS SERVICE	1207 E STATE ROAD 434 WINTER SPRINGS FL 32708-2811 ***EPA Handler ID:*** FLD981748007	NW	0.22 / 1,184.34	16	43
8	RCRA NON GEN	MOBIL OIL CORP SS #Q8M	1205 E SR 434 WINTER SPRINGS FL 32708	WNW	0.23 / 1,193.88	16	44
			EPA Handler ID: FLD984205518				
8	UST	MOBIL-WINTER SPRINGS #731	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708	WNW	0.23 / 1,193.88	16	46
			Facility ID | Facility Status: 9045623 | OPEN ***Tank Status | Status Date:*** B - REMOVED FROM SITE | 01-OCT-2008, U - IN SERVICE | 01-OCT-2008, U - IN SERVICE | 01-OCT-2008, B - REMOVED FROM SITE | 01-OCT-2008, B - REMOVED				

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
			FROM SITE | 01-OCT-2008, B - REMOVED FROM SITE | 01-OCT-2008				
8	LST	MOBIL-WINTER SPRINGS #731	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708-2811 ***Facility ID | Facility Status:*** 9045623 | OPEN ***Cleanup Required:*** R - CLEANUP REQUIRED	WNW	0.23 / 1,193.88	16	49
8	WELL SURVEILLANCE	MOBIL RS #10918	1205 W HWY 434 WINTER SPRINGS FL 32708	WNW	0.23 / 1,193.88	16	52
8	DWM CONTAM	MOBIL-WINTER SPRINGS #731	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708 ***Facility ID:*** 9045623	WNW	0.23 / 1,193.88	16	52
8	DWM CONTAM	MOBIL R/S #10918	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708 ***Facility ID:*** 9045623 ***Facility Status:*** ACTIVE	WNW	0.23 / 1,193.88	16	53
8	DWM CONTAM	7-ELEVEN STORE #34786	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708 ***Facility ID:*** 9045623 ***Facility Status:*** ACTIVE	WNW	0.23 / 1,193.88	16	54
8	STCS	MOBIL-WINTER SPRINGS #731	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708 ***Facility ID | Fac Stat (OD):*** 9045623 | OPEN	WNW	0.23 / 1,193.88	16	54
9	SWF/LF	1212 E. SR 434 DEBRIS STAGING AREA	1212 E. SR 434 WINTER SPRINGS FL 32708	NW	0.23 / 1,211.30	14	57
10	INST	L D PLANTE INC	2950 RAILROAD AVENUE OVIEDO FL 32765	SSW	0.26 / 1,360.53	15	58
10	ENG	L D PLANTE INC	2950 RAILROAD AVENUE OVIEDO FL 32765	SSW	0.26 / 1,360.53	15	59
11	STCS	HI-FLAVOR MEATS INC	401 TUSKAWILLA RD WINTER SPRINGS FL 32308 ***Facility ID | Fac Stat (OD):*** 8520784 | CLOSED	WSW	0.30 / 1,602.74	14	59
12	LST	HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708-3715 ***Facility ID | Facility Status:*** 8516641 | CLOSED ***Cleanup Required:*** R - CLEANUP REQUIRED, R - CLEANUP REQUIRED	NW	0.32 / 1,666.62	18	61
12	DEL CONTAM SITE	HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708	NW	0.32 / 1,666.62	18	65
12	DWM CONTAM	HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708	NW	0.32 / 1,666.62	18	66

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
			Facility ID: 8516641 ***Facility Status:*** ACTIVE				
12	STCS	HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708	NW	0.32 / 1,666.62	18	66
			Facility ID | Fac Stat (OD): 8516641 | CLOSED				
12	DWM CONTAM	HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708	NW	0.32 / 1,666.62	18	69
			Facility ID: 8516641				
13	SWF/LF	TUSKAWILLA CROSSINGS DISASTER DEBRIS MANAGEMENT SITE	395 TUSKAWILLA RD WINTER SPRINGS FL 32708	SW	0.41 / 2,168.64	20	70
14	MRDS	SULLIVAN MATERIALS - TUSCAWILLA UNITS	SEMINOLE COUNTY WINTER SPRINGS FL 32708	ESE	0.77 / 4,071.78	-12	71
			Dep ID: 10306524				

Executive Summary: Summary by Data Source

Standard

Federal

RCRA NON GEN - RCRA Non-Generators

A search of the RCRA NON GEN database, dated Apr 8, 2024 has found that there are 4 RCRA NON GEN site(s) within approximately 0.25miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
POLYMETRICS INC	2950 RAILROAD AVE OVIEDO FL 32794 ***EPA Handler ID**: FLD984183426*	SSW	0.17 / 894.83	4
CENTRAL FLORIDA DRUM INC	2950 RAILROAD AVE OVIEDO FL 32765 ***EPA Handler ID**: FLD032630212*	SSW	0.17 / 894.83	4
FOREIGN CAR PARTS SERVICE	1207 E STATE ROAD 434 WINTER SPRINGS FL 32708-2811 ***EPA Handler ID**: FLD981748007*	NW	0.22 / 1,184.34	7
MOBIL OIL CORP SS #Q8M	1205 E SR 434 WINTER SPRINGS FL 32708 ***EPA Handler ID**: FLD984205518*	WNW	0.23 / 1,193.88	8

State

ERIC - ERIC Waste Cleanup

A search of the ERIC database, dated May 28, 2024 has found that there are 3 ERIC site(s) within approximately 1.00miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
SCRIMISHER PARCEL	E SR 434 WINTER SPRINGS, FL 32708	W	0.12 / 645.77	3
L D PLANTE INC	2950 RAILROAD AVENUE OVIEDO FL 32765	SSW	0.17 / 894.83	4
Polymetrics Inc	2950 RAILROAD AVE OVIEDO FL 0	SSW	0.17 / 894.83	4

WCRPS - Waste Cleanup Responsible Party Sites

A search of the WCRPS database, dated Apr 11, 2021 has found that there are 1 WCRPS site(s) within approximately 1.00miles of the

project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
SCRIMSHER PARCEL	E SR 434 WINTER SPRINGS, FL	W	0.12 / 645.77	3

SWF/LF - Solid Waste Facilities and Landfills

A search of the SWF/LF database, dated Jun 12, 2024 has found that there are 2 SWF/LF site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
1212 E. SR 434 DEBRIS STAGING AREA	1212 E. SR 434 WINTER SPRINGS FL 32708	NW	0.23 / 1,211.30	9
TUSKAWILLA CROSSINGS DISASTER DEBRIS MANAGEMENT SITE	395 TUSKAWILLA RD WINTER SPRINGS FL 32708	SW	0.41 / 2,168.64	13

LST - Leaking Tanks

A search of the LST database, dated Apr 22, 2024 has found that there are 3 LST site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765-8240	SSW	0.17 / 894.83	4
	***Facility ID | Facility Status**: 8520795 | CLOSED* ***Cleanup Required**: R - CLEANUP REQUIRED*			
MOBIL-WINTER SPRINGS #731	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708-2811	WNW	0.23 / 1,193.88	8
	***Facility ID | Facility Status**: 9045623 | OPEN* ***Cleanup Required**: R - CLEANUP REQUIRED*			
HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708-3715	NW	0.32 / 1,666.62	12
	***Facility ID | Facility Status**: 8516641 | CLOSED* ***Cleanup Required**: R - CLEANUP REQUIRED, R - CLEANUP REQUIRED*			

UST - Underground Storage Tanks

A search of the UST database, dated May 30, 2024 has found that there are 2 UST site(s) within approximately 0.25miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765	SSW	0.17 / 894.83	4
	***Facility ID | Facility Status**: 8520795 | CLOSED* ***Tank Status | Status Date**: B - REMOVED FROM SITE | 31-DEC-1988, B - REMOVED FROM SITE | 31-DEC-1988*			

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
MOBIL-WINTER SPRINGS #731	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708	WNW	0.23 / 1,193.88	8
	***Facility ID | Facility Status**: 9045623 | OPEN* ***Tank Status | Status Date**: B - REMOVED FROM SITE | 01-OCT-2008, U - IN SERVICE | 01-OCT-2008, U - IN SERVICE | 01-OCT-2008, B - REMOVED FROM SITE | 01-OCT-2008, B - REMOVED FROM SITE | 01-OCT-2008, B - REMOVED FROM SITE | 01-OCT-2008*			

AST - Aboveground Storage Tanks

A search of the AST database, dated May 30, 2024 has found that there are 2 AST site(s) within approximately 0.25miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
WINTER SPRINGS CITY - LIFT STATION	80 MICHAEL BLAKE BLVD WINTER SPRINGS FL 32708	W	0.06 / 339.66	2
	***Facility ID | Facility Status**: 9818667 | OPEN* ***Tank Status | Status Date**: U - IN SERVICE | 01-AUG-2021*			
L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765	SSW	0.17 / 894.83	4
	***Facility ID | Facility Status**: 8520795 | CLOSED* ***Tank Status | Status Date**: B - REMOVED FROM SITE | 31-DEC-1988, B - REMOVED FROM SITE | 31-DEC-1988*			

STCS - Storage Tank/Contaminated Facility Search

A search of the STCS database, dated Apr 24, 2024 has found that there are 5 STCS site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
WINTER SPRINGS CITY - LIFT STATION	80 MICHAEL BLAKE BLVD WINTER SPRINGS FL 32708	W	0.06 / 339.66	2
	***Facility ID | Fac Stat (OD)**: 9818667 | OPEN*			
L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765	SSW	0.17 / 894.83	4
	***Facility ID | Fac Stat (OD)**: 8520795 | CLOSED*			
MOBIL-WINTER SPRINGS #731	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708	WNW	0.23 / 1,193.88	8
	***Facility ID | Fac Stat (OD)**: 9045623 | OPEN*			
HI-FLAVOR MEATS INC	401 TUSKAWILLA RD WINTER SPRINGS FL 32308	WSW	0.30 / 1,602.74	11
	***Facility ID | Fac Stat (OD)**: 8520784 | CLOSED*			
HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708	NW	0.32 / 1,666.62	12
	***Facility ID | Fac Stat (OD)**: 8516641 | CLOSED*			

INST - Institutional Controls Registry

A search of the INST database, dated Jun 19, 2024 has found that there are 1 INST site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
L D PLANTE INC	2950 RAILROAD AVENUE OVIEDO FL 32765	SSW	0.26 / 1,360.53	10

ENG - Engineering Controls

A search of the ENG database, dated Jun 19, 2024 has found that there are 1 ENG site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
L D PLANTE INC	2950 RAILROAD AVENUE OVIEDO FL 32765	SSW	0.26 / 1,360.53	10

VCP - Voluntary Cleanup Sites

A search of the VCP database, dated Jul 1, 2022 has found that there are 2 VCP site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
*L D PLANTE (BF)	2950 RAILROAD AVE - OVIEDO FL -	SSW	0.17 / 894.83	4
*L D PLANTE (BF)	2950 RAILROAD AVE - OVIEDO FL -	SSW	0.17 / 894.83	4

BROWNFIELDS - Brownfield Sites

A search of the BROWNFIELDS database, dated Jan 16, 2024 has found that there are 1 BROWNFIELDS site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
Former Central Florida Drum Facility	2950 (M-1 Zoning Area Only) and 2960 Railroad Avenue WINTER SPRINGS FL 32708	SSW	0.17 / 894.83	5

BROWNFIELD AREA - Brownfield Areas

A search of the BROWNFIELD AREA database, dated Apr 2, 2024 has found that there are 2 BROWNFIELD AREA site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
Former Central Florida Drum Facility	WINTER SPRINGS FL	SSW	0.17 / 894.83	6

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
TOWN CENTER S.E.E.D. / BROWNFIELD	CITY OF WINTER SPRINGS FL	ESE	0.00 / 0.00	1

Non Standard

Federal

MRDS - Mineral Resource Data System

A search of the MRDS database, dated Mar 15, 2016 has found that there are 1 MRDS site(s) within approximately 1.00miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
SULLIVAN MATERIALS - TUSCAWILLA UNITS	SEMINOLE COUNTY WINTER SPRINGS FL 32708 ***Dep ID**: 10306524*	ESE	0.77 / 4,071.78	14

State

DWM CONTAM - Contaminated Sites

A search of the DWM CONTAM database, dated Jul 14, 2023 has found that there are 8 DWM CONTAM site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
L D PLANTE INC	2950 RAILROAD AVE OVIEDO FL 32765 ***Facility ID**: 8520795*	SSW	0.17 / 894.83	4
L D PLANTE (BF)	2950 RAILROAD AVE OVIEDO FL ***Facility ID**: 38428*	SSW	0.17 / 894.83	4
L.D.PLANTE	2950 RAILROAD AVENUE OVIEDO FL	SSW	0.17 / 894.83	4
7-ELEVEN STORE #34786	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708 ***Facility ID**: 9045623* ***Facility Status**: ACTIVE*	WNW	0.23 / 1,193.88	8
MOBIL R/S #10918	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708 ***Facility ID**: 9045623* ***Facility Status**: ACTIVE*	WNW	0.23 / 1,193.88	8
MOBIL-WINTER SPRINGS #731	1205 E STATE ROAD 434 WINTER SPRINGS FL 32708 ***Facility ID**: 9045623*	WNW	0.23 / 1,193.88	8

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708 ***Facility ID**: 8516641*	NW	0.32 / 1,666.62	12
HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708 ***Facility ID**: 8516641* ***Facility Status**: ACTIVE*	NW	0.32 / 1,666.62	12

DEL CONTAM SITE - Delisted Contaminated Sites

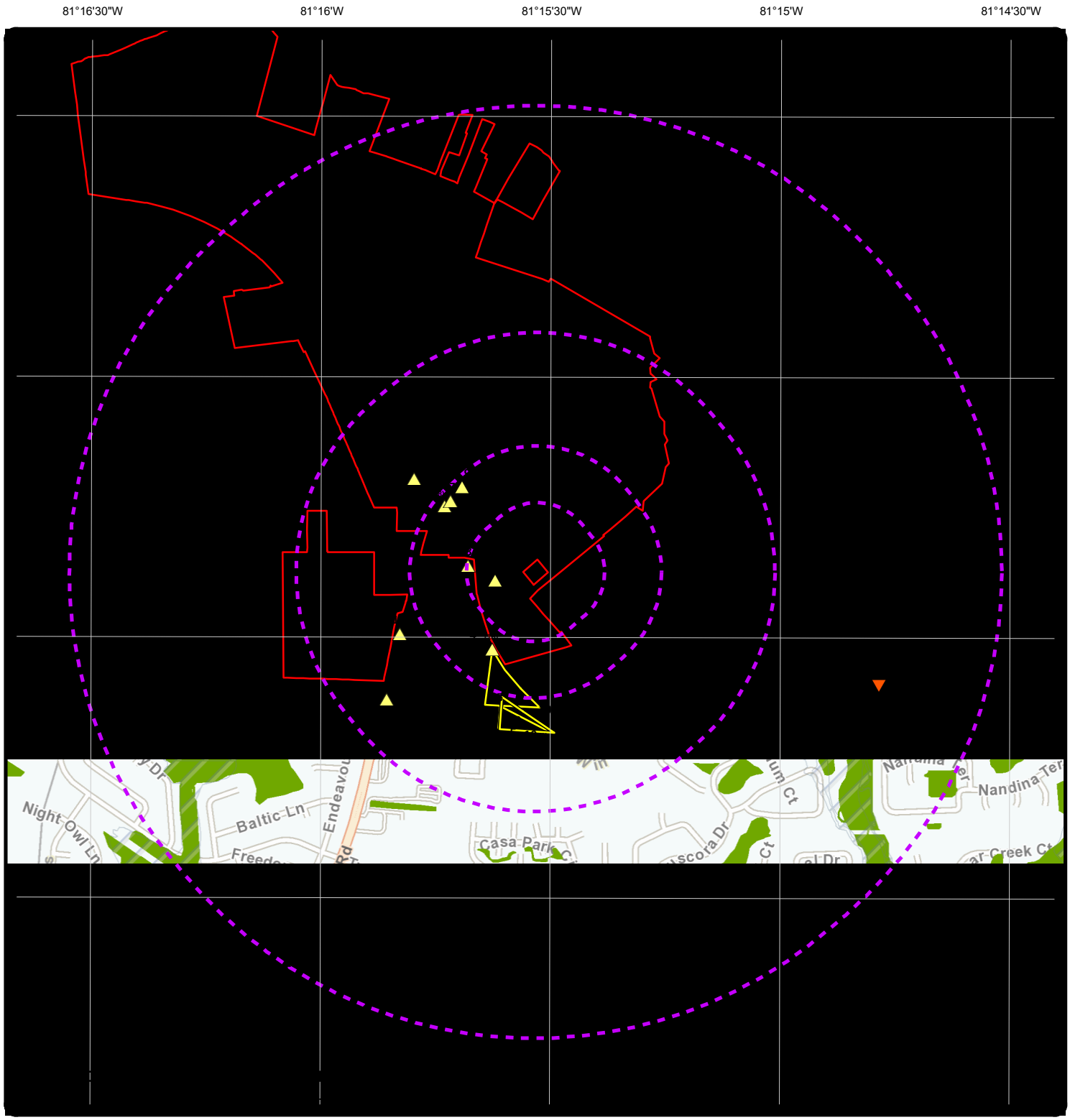
A search of the DEL CONTAM SITE database, dated Sep 30, 2015 has found that there are 1 DEL CONTAM SITE site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
HANDY WAY FOOD STORE #3333	170 TUSCAWILLA RD WINTER SPRINGS FL 32708	NW	0.32 / 1,666.62	12

WELL SURVEILLANCE - Well Surveillance Program Facilities

A search of the WELL SURVEILLANCE database, dated May 31, 2024 has found that there are 4 WELL SURVEILLANCE site(s) within approximately 0.25miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
LD PLANTE	2950 RAILROAD AVE OVIEDO FL 32708	SSW	0.17 / 894.83	4
L D PLANTE INC	2950 RAILROAD AVE WINTER SPRINGS FL 32708	SSW	0.17 / 894.83	4
PLANTE	2950 RAILROAD AVE WINTER SPRINGS FL 32708	SSW	0.17 / 894.83	4
MOBIL RS #10918	1205 W HWY 434 WINTER SPRINGS FL 32708	WNW	0.23 / 1,193.88	8



Map: 1.0 Mile Radius

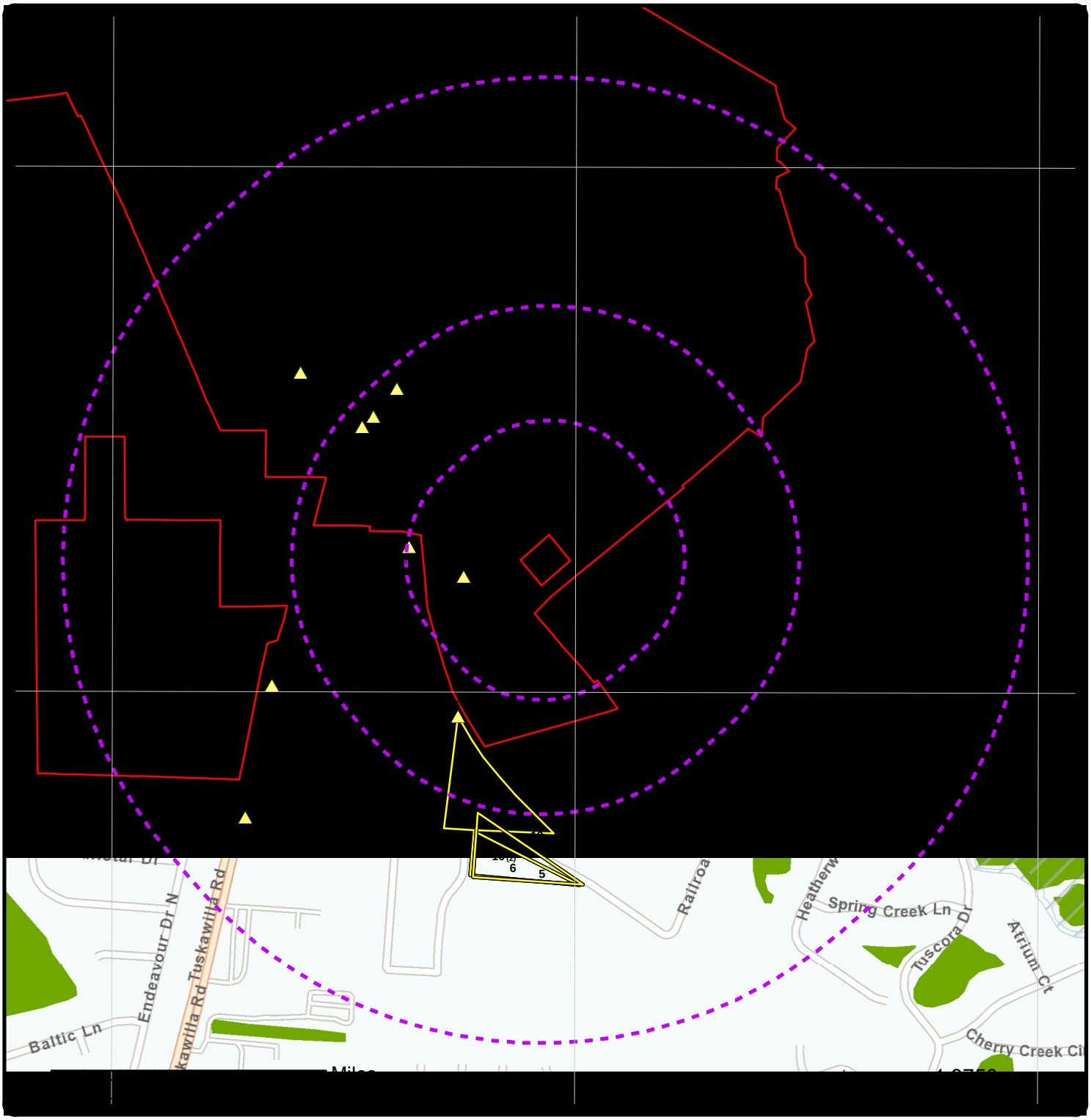
Order Number: 24090500255

Address: SR 434 and Michael Blake Boulevard, Winter Springs, FL

- Project Property
- Buffer Outline
- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- Areas with Higher Elevation
- Areas with Same Elevation
- Areas with Lower Elevation
- Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- National Priorities List (Active, Delisted, Proposed, Institutional Control)

Source: © 2021 ESRI StreetMap Premium

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Map: 0.5 Mile Radius

Order Number: 24090500255

Address: SR 434 and Michael Blake Boulevard, Winter Springs, FL

- Project Property
- Buffer Outline
- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- Areas with Higher Elevation
- Areas with Same Elevation
- Areas with Lower Elevation
- Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- National Priorities List (Active, Delisted, Proposed, Institutional Control)

Source: © 2021 ESRI StreetMap Premium

© ERIS Information Inc.

81°15'30"W

28°41'30"N

28°41'30"N

Map: 0.25 Mile Radius

Order Number: 24090500255

Address: SR 434 and Michael Blake Boulevard, Winter Springs, FL

- Project Property
- Buffer Outline
- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- Areas with Higher Elevation
- Areas with Same Elevation
- Areas with Lower Elevation
- Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- National Priorities List (Active, Delisted, Proposed, Institutional Control)

Source: © 2021 ESRI StreetMap Premium

© ERIS Information Inc.



Aerial **Year: 2021**

Order Number: 24090500255

Address: SR 434 and Michael Blake Boulevard, Winter Springs, FL

Source: ESRI World Imagery

© ERIS Information In



Topographic Map

Year: 2021

Order Number: 24090500255

Address: SR 434 and Michael Blake Boulevard, FL

Quadrangle(s): Oviedo FL, Casselberry FL

Source: USGS Topographic Map

© ERIS Information In

Detail Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
1	1 of 1	ESE	0.00 / 0.00	25.55 / -1	TOWN CENTER S.E.E.D. / BROWNFIELD CITY OF WINTER SPRINGS FL	BROWNFIELD AREA

Area ID:	BF590803000	**Latitude:**	28.70136235
User Name:	WILLIAMS_CA	**Longitude:**	-81.264094
Method:	PAPER	**Latitude Degrees:**	28
County:	SEMINOLE	**Latitude Minutes:**	42
District:	CENTRAL	**Latitude Seconds:**	4.90444992
Acreage:	2220603.5	**Longitude Degrees:**	-81
Resolution No:	2008-36	**Longitude Minutes:**	15
Resolution Date:	04-SEP-08 12.00.00.000000 AM	**Longitude Seconds:**	50.73841008
Shape Area:		**X Coordinate:**	666787.08142153
Shape Length:		**Y Coordinate:**	524645.88599683

Date Stamp: 13-OCT-08 12.00.00.000000 AM
Source: CITY OF WINTER SPRINGS
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/BF590803000/gis-facility!search

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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
2	1 of2	W	0.06 / 339.66	31.54 / 5	WINTER SPRINGS CITY - LIFT STATION 80 MICHAEL BLAKE BLVD WINTER SPRINGS FL 32708	AST

Facility ID:	9818667	**County:**	SEMINOLE
Facility Status:	OPEN	**Lat/Long Method:**	
Facility Type:	C	**Lat DD:**	
Type Desc:	Fuel user/Non-retail	**Lat MM:**	
Facility Phone:	4073271800	**Lat SS:**	
Dep Co:	P	**Long DD:**	
Owner ID:	24225	**Long MM:**	
Owner Phone:	4073271800	**Long SS:**	

Owner: WINTER SPRINGS CITY
Owner Address1: 1126 E SR 434
Owner Address2: ATTN: STORAGE TANK REGIS
Owner City: WINTER SPRINGS
Owner State: FL
Owner Zip 5: 32708
Contact: IAN FLETCHER
Data Source: Tank Facility - All Locations and Tank Information; Tank Facility - All Locations and Owner Information
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=9818667&CAT=11
Information Portal Fac URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=9818667
Information Portal Doc URL: http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9818667/facility!search

Tank Information

Tank ID:	1	**Tank Desc:**	Double Walled
Tank Status:	U - IN SERVICE	**Capacity:**	631
Status Date:	01-AUG-2021	**Placement:**	ABOVEGROUND
Installation Date:	01-AUG-2021	**Tank Vessel Indic:**	TANK

Content Desc: G - Emerg Generator Diesel

Piping

Piping Description: A-Abv, no soil contact

Piping Description: N-Approved synthetic material

Monitoring

Monitoring Desc: F-Monitor dbl wall tank space

Monitoring Desc: 1-Continuous electronic sensing

Monitoring Desc: Q-Visual inspection of ASTs

Tank Construction

Constr Code: C
Constr Desc: Steel

Constr Code: I
Constr Desc: Double wall

Constr Code: M
Constr Desc: Spill containment bucket

Constr Code: P
Constr Desc: Level gauges/alarms

2	2 of2	W	0.06 / 339.66	31.54 / 5	WINTER SPRINGS CITY - LIFT STATION 80 MICHAEL BLAKE BLVD WINTER SPRINGS FL 32708	STCS

Facility ID: 9818667
Type: C - Fuel User/Non-Retail
Status: Open
Status (OD): REVIEWED
Fac Stat (OD): OPEN
Fac Code (OD): C
Fac Type (OD): Fuel user/Non-retail
Clnup Cd (OD):
Fac Clnup Stat (OD):
Clnup Dt (OD):
Status (Map): REVIEWED
Contam (Map):
Fac Type (Map): Fuel user/Non-retail
Fac Stat (Map): OPEN
Fac Name (OD): WINTER SPRINGS CITY - LIFT STATION
Address (OD): 80 MICHAEL BLAKE BLVD
City (OD): WINTER SPRINGS
County (OD): SEMINOLE
Zip5 (OD): 32708
Name (Map): WINTER SPRINGS CITY - LIFT STATION
Address (Map): 80 MICHAEL BLAKE BLVD
City (Map): WINTER SPRINGS
County (Map): 59
Zip4 (Map): 0
Zip5 (Map): 32708
Address Line 1: 80 Michael Blake Blvd
Address Line 2:
City: Winter Springs
County: SEMINOLE
State: FL
Zip: 32708
Report Source: FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM)(OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM)(Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID: 70774
X: -81.2612656666684
Y: 28.6939910000032
Regulated: YES
Col Meth: DPHO
Map Src: imagerywithroads
Map Scale: 1128
Elevation:
El Datum:
El Resolut:

Col Name:	WILLIAMS_CA	**El Units:**	
Col Date:	16-Aug-2021	**ALB East:**	667080.99
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	523833.61
Ver Meth:	DPHO	**Loc ID:**	71942
Ver Name:	WILLIAMS_CA	**Lat DD:**	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Date:	16-Aug-2021	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	81
Rel Feat:	CENTR	**Long MM:**	15
Datum:	NAD83	**Long SS:**	
Coord Acc:	4		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9818667/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	71942	**Rel Feat:**	CENTR
Site Type:	Fuel user/Non-retail	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	4073271800	**El Units:**	
Operator:	CITY OF WINTER SPRINGS	**Map Src:**	imagerywithroads
Next action:	PLACARD 26-JUN-2023	**Map Scale:**	1128
Fin Respon:		**Coord Acc:**	4
Office:	CD	**Alb East:**	667080.99
OOIC:	FACILITY	**Alb North:**	523833.61
Col Meth:	DPHO	**Datum:**	NAD83
Col Name:	WILLIAMS_CA	**Elevation:**	
Col Date:	8/16/2021	**Lat DD:**	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLIAMS_CA	**Long DD:**	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	15
Ver Date:	8/16/2021	**Long SS:**	
Object ID:	71942		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9818667/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Winter Springs City - Lift Station 80 Michael Blake Blvd Winter Springs, FL 32708
LL Method:	DPHO
Account Owner:	Winter Springs City
Contact:	City Of Winter Springs
Phone:	407-327-1800
District:	CD
County 1:	59 - Seminole
Latitude:	28:41:38.3676
Longitude:	81:15:40.5564

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	1
Size:	631
Content:	Emerg Generator Diesel
Installed:	08/01/2021
Placement:	ABOVE
Status:	In Service
Construction:	C - Steel I - Double Wall M - Spill Containment Bucket P - Level Gauges/Alarms

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Piping: A - Abv, No Soil Contact
N - Approved Synthetic Material

Monitoring: 1 - Continuous Electronic Sensing
F - Monitor Dbl Wall Tank Space
Q - Visual Inspection Of Asts

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3 | **1 of2** | **W** | **0.12 / 645.77** | **40.24 / 13** | **SCRIMSHER PARCEL**
E SR 434
WINTER SPRINGS, FL | **WCRPS**

Site ID:	346911	**Coord Accuracy ID:**	3
Datum ID:	NAD83	**Zip5:**	32708
Method ID:	DPHO	**Zip4:**	
Feature:		**County ID:**	59
Object of Interest:	CAP_RAP SITE	**County:**	SEMINOLE
Proximity to Object:	EXACT	**Lat DD:**	28
Interpolation Scale:	12000	**Lat MM:**	41
Map Source:	IMAGERY_11_13	**Long DD:**	81
Map Source Scale:	12000	**Long MM:**	15

Collect Program ID: CR
Collect Username: HOUSTON_G
Collect Affiliation: Florida Department of Environmental Protection
Verifying Program ID: CR
Verify Method ID: DPHO
Verifier Username: HOUSTON_G
Verifier Affiliation: Florida Department of Environmental Protection
Project Name: SCRIMSHER PARCEL
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/COM_346911/gis-facility!search

Project Details

Project ID:	352812	**District:**	CD
OGC No:		**GIS ALBX:**	667143.17
Status:	CLOSED	**GIS ALBY:**	523807.99
Priority Score:		**Source:**	Closed Responsible Party Sites
Offsite COC:	N		
Contaminants:			

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3 | **2 of2** | **W** | **0.12 / 645.77** | **40.24 / 13** | **SCRIMISHER PARCEL**
E SR 434
WINTER SPRINGS, FL 32708 | **ERIC**

Eric ID:	ERIC_11188	**Offste Contami Key:**	NOCONTAM
Site Status:	CLOSED	**Se Anno Cad Data:**	
Source Facility ID:	138637	**State:**	FL
District:	CD	**County Name:**	Seminole
WMD:	SJRWMD	**County ID:**	59
ICR Indicator:	NO	**Datum ID:**	NAD83
Discharge Date:		**Geometry:**	
Method ID:	DPHO	**X:**	-81.2606340977941
Object of Interest:	CAP_R	**Y:**	28.6937478753188
Proximit to Object:	EXACT	**Lat DD:**	28
Collector Username:	HOUSTON_G	**Lat MM:**	41
Collect Date:		**Lat SS:**	
Map Source:	IMAGERY_11_13	**Long DD:**	81
Map Source Scale:	12000	**Long MM:**	15
Intrpolation Scale:	12000	**Long SS:**	
Coord Accuracy ID:	3	**Gis Albx:**	667143.17
Site Phase Dsc:	Phase 2 - Full Assessment	**Gis Alby:**	523807.99

Site Name: SCRIMSHER PARCEL
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_11188/gis-facility!search

Program Details

Program: Responsible Party Cleanup

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Program Type:		RESPONSPARTY				
Program Status:		COMPLETE				
Site Manager:		George Houston				
4	1 of16	SSW	0.17 / 894.83	37.97 / 11	CENTRAL FLORIDA DRUM INC 2950 RAILROAD AVE OVIEDO FL 32765	RCRA NON GEN

EPA Handler ID: FLD032630212
Gen Status Universe: No Report
Contact Name: KENNETH PLANTE
Contact Address: 2950 , RAILRD AVE , , OVIEDO , FL, 32765 , US
Contact Phone No and Ext: 305-365-3688
Contact Email:
Contact Country: US
County Name: SEMINOLE
EPA Region: 04
Land Type: Private
Receive Date: 19940726
Location Latitude: 28.689269
Location Longitude: -81.25924

Violation/Evaluation Summary

Note: VIOLATION or UNDETERMINED: There are VIOLATION or UNDETERMINED details or records associated with this facility (EPA ID) in the Compliance Monitoring and Enforcement table dated Apr, 2024.

Violation Details

Found Violation: Yes
Citation: GGR:
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 19860303
Scheduled Compliance Date:
Return to Compliance: Unverifiable
Actual Return to Compl: 19860331
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 125
Enforcement Type Description: DEP WARNING LETTER
Enforcement Action Date: 19860303
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Evaluation Details

Evaluation Start Date: 19860303
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description: Generators - General
Return to Compliance Date: 19860331
Evaluation Agency: State

Handler Summary

Importer Activity: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 199407
Receive Date: 19940726
Handler Name: CENTRAL FLORIDA DRUM INC
Source Type: Notification
Federal Waste Generator Code: N
Generator Code Description: Not a Generator, Verified

Owner/Operator Details

Owner/Operator Ind: Current Owner
Type: Private
Name: KENNETH PLANTE
Date Became Current: 19961018
Date Ended Current:
Phone:
Source Type: Notification
Street No:
Street 1: 2950 RAILROAD AVE
Street 2:
City: OVIEDO
State: FL
Country: US
Zip Code: 32765

Owner/Operator Ind: Current Owner
Type: Private
Name: PLANTE KENNETH
Date Became Current: 19961018
Date Ended Current:
Phone:
Source Type: Notification
Street No:
Street 1: 2950 RAILROAD AVE
Street 2:
City: OVIEDO
State: FL
Country: US
Zip Code: 32765

4	2 of16	SSW	0.17 / 894.83	37.97 / 11	POLYMETRICS INC 2950 RAILROAD AVE OVIEDO FL 32794	RCRA NON GEN

EPA Handler ID: FLD984183426
Gen Status Universe: No Report
Contact Name: MARY HORNE
Contact Address: PO BOX 1085 , , MAITLAND , FL, 32794 , US
Contact Phone No and Ext: 407-767-5976
Contact Email:
Contact Country: US
County Name: SEMINOLE
EPA Region: 04
Land Type: Private
Receive Date: 20000812
Location Latitude: 28.690086
Location Longitude: -81.259989

Violation/Evaluation Summary

Note: NO VIOLATIONS: All of the compliance records associated with this facility (EPA ID) indicate NO VIOLATIONS; Compliance Monitoring and Enforcement table dated Apr, 2024.

Evaluation Details

Evaluation Start Date: 20000812
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990211
Evaluation Type Description: COMPLIANCE SCHEDULE EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990112
Evaluation Type Description: COMPLIANCE SCHEDULE EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19980730
Evaluation Type Description: COMPLIANCE SCHEDULE EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19980723
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 199011
Receive Date: 19901107
Handler Name: POLYMETRICS INC
Source Type: Notification
Federal Waste Generator Code: 2
Generator Code Description: Small Quantity Generator

Waste Code Details

Hazardous Waste Code: F003
Waste Code Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND

METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Code: F005
Waste Code Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Handler Details

Sequence No: 200008
Receive Date: 20000812
Handler Name: POLYMETRICS INC
Source Type: Implementer
Federal Waste Generator Code: N
Generator Code Description: Not a Generator, Verified

Owner/Operator Details

Owner/Operator Ind: Current Owner
Type: Private
Name: MARY HORNE
Date Became Current: 19990422
Date Ended Current:
Phone:
Source Type: Notification
Street No:
Street 1: PO BOX 1085
Street 2:
City: MAITLAND
State: FL
Country: US
Zip Code: 32794

Owner/Operator Ind: Current Owner
Type: Private
Name: MARY HORNE
Date Became Current: 19990422
Date Ended Current:
Phone:
Source Type: Implementer
Street No:
Street 1: PO BOX 1085
Street 2:
City: MAITLAND
State: FL
Country: US
Zip Code: 32794

Historical Handler Details

Receive Dt: 19901107
Generator Code Description: Small Quantity Generator
Handler Name: POLYMETRICS INC

4	3 of16	SSW	0.17 / 894.83	37.97 / 11	L D PLANTE INC 2950 RAILROAD AVE OVIEDO FL 32765-8240	LST

Facility ID: 8520795
Facility Status: CLOSED
Facility Type: C - Fuel user/Non-retail
Feature:
Method: DPHO
Rank: 6627
Operator: L D PLANTE INC
Phone: (407)365-3241
Name Changed:
Address Changed:
Prim Related Party: 12685
Primary RP Role: ACCOUNT OWNER
RP Begin Date: 10/04/1985
Score: 26
Score Effctve Date: 12/21/2004
Score when Ranked: 26
Facility Name: L D PLANTE INC
Address1: 2950 RAILROAD AVE
Address2:
City: OVIEDO
State: FL
Zip5: 32765
Zip4: 8240
District: CD
County: SEMINOLE
County No: 59

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

RP Name:	L D PLANTE INC	**Datum:**	0
RP Address1:	2950 RAILROAD AVE	**Lat DD:**	28
RP Address2:		**Lat MM:**	41
RP City:	OVIEDO	**Lat SS:**	22.4273
RP State:	FL	**Long DD:**	81
RP Zip5:	32765	**Long MM:**	15
RP Zip4:	8240	**Long SS:**	35.5688
Contact:	DON PLANTE	**Section:**	006
RP Phone:	(407)365-3241	**Township:**	21S
RP Phone Ext.:		**Range:**	31E
RP Bad Addr Ind:	No		

Facility ID (Map):	8520795
Facility Type (Map):	Fuel user/Non-retail
Facility Status (Map):	CLOSED
Facility Name (Map):	L D PLANTE INC
Address (Map):	2950 RAILROAD AVE
City (Map):	OVIEDO
Zip5 (Map):	32765
County (Map):	SEMINOLE
Lat DD (Map):	28
Lat MM (Map):	41
Lat SS (Map):	
Long DD (Map):	81
Long MM (Map):	15
Long SS (Map):	
Datum (Map):	HARN
Geometry (Map):	
Rel Feat (Map):	CENTR
Collection (Map):	DPHO
Collector (Map):	SNYDER_W
Collection Date (Map):	5/20/2004
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8520795/facility!search
Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8520795&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8520795
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8520795/facility!search
Source:	DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date:	12/31/2002
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFAC - NO FURTHER ACTION WITH CONDITIONS
Discharge Cleanup Stat Date:	06/04/2014
Eligibility Indicator:	I - INELIGIBLE
Site Manager:	WHITE_CL
Site Manager End Date:	05/13/2014
Tank Office:	PCLP48 - ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV

Contaminated Media

Contaminated Drinking Wells:	
Contaminated Mntring Wells:	
Contaminated Soil:	
Contaminated Surface Water:	
Contaminated Ground Water:	YES
Pollutant:	B - Unleaded Gas
Other Description:	DISCOVERED DURING ASSESSMENT
Gallons Discharged:	

Task Info

SA Task ID:	81170	**SR Soil Treatment:**	
SA Cleanup Resp:	-	**SR Other Treatment:**	
SA Actual Cost:		**SR Alt Proc Rec:**	
SA Complete Date:		**RAP Task ID:**	

SA Payment Date:		**RAP Clean Resp ID:**	-
SR Task ID:		**RAP Actual Cost:**	
SR Cleanup Resp:	-	**RAP Complete Date:**	
SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:		**RAP Last Ord Appr:**	
SR Payment Date:		**RA Task ID:**	78123
SR Oral Date:		**RA Cleanup Resp:**	-
SR Written Date:		**RA Yrs to Complete:**	0
SR Soil Removal:		**RA Actual Cost:**	
SR Free Prod Rmvl:		**Tank Office:**	PCLP48 - Orange County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	NFAC - NO FURTHER ACTION WITH CONDITIONS
SRC Submit Date:	6/20/2012
SRC Review Date:	07-18-2012
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	07-18-2012
SRC Issue Date:	06-04-2014
SRC Comments:	

Petroleum Cleanup PCT Facility Score

Related Party ID:	12685
RP Contact:	DON PLANTE
Facility Cleanup Status:	CMPL - COMPLETED
Bad Address Indicator:	N

Discharge Info (Map)

Discharge:	55225	**Eligibility:**	INELIGIBLE
Discharge 1:	31-Dec-2002	**Eligibility 1:**	
Discharge 2:	26	**Report Pha:**	COMPLETED
Discharge 3:	NFAC	**Report Sub:**	COMPLETED
General Cl:	CLOSURE	**Report S 1:**	04-Jun-2014
Disch Clea:	04-Jun-2014	**Staff Assi:**	
Tank Offic:	ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV		

AST UST Discharges

Dep Co:	P	**Long MM:**	12
CU Req:	R	**Long SS:**	28.63
Score:	00026	**Stat Desc:**	NO FURTHER ACTION WITH CONDITIONS
Descrip:	CLEANUP REQUIRED	**Fac Name:**	L D PLANTE INC
Discharge Date:	31-DEC-02	**Fac Type:**	C
Score Date:	03-JUN-2010	**Type Desc:**	Fuel user/Non-retail
Stat Date:	04-JUN-2014	**Fac Addr:**	2950 RAILROAD AVE
LL Meth:	DPHO	**Fac City:**	OVIEDO
Lat DD:	28	**Fac Zip:**	32765
Lat MM:	40	**County:**	59
Lat SS:	14.93	**Fac State:**	CLOSED
Long DD:	81	**Fac Phone:**	4073653241
Prg Desc:			

Ineligible Discharges

Discharge Date:	12/31/2002
Score:	26
Current Status:	CLOSED

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Facility: L D PLANTE INC
Address: 2950 RAILROAD AVE
City: OVIEDO
Zip: 32765
County: SEMINOLE
Owner: L D PLANTE INC
Owner Address: 2950 RAILROAD AVE
Ownercity: OVIEDO
Owner State: FL
Owner Zip: 32765
Owner Phone: (407)365-3241
Owner Email:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	4 of16	SSW	0.17 / 894.83	37.97 / 11	*L D PLANTE (BF) 2950 RAILROAD AVE - OVIEDO FL -	VCP

Eric ID: ERIC_11104
System ID: BF590702001
System: BROWNFIELD
Status: CLOSEDWCOND
Activity Code: BSRA
Activity Dt: 12/27/2007
County: Seminole
District: CD
Object of Interest: CAP_R
Method: DPHO
Datum: HARN
Activity Description: Brownfields Site Rehabilitation Agreement

Point Proximity: EXACT
Accuracy: 4
Verification Meth: DPHO
Verification Date: 10/11/2005 1:38:54 PM
Latitude Degrees: 28
Latitude Minutes: 41
Latitude Seconds: 28.6187
Longitude Degrees: 81
Longitude Minutes: 15
Longitude Seconds: 42.1317

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	5 of16	SSW	0.17 / 894.83	37.97 / 11	PLANTE 2950 RAILROAD AVE WINTER SPRINGS FL 32708	WELL SURVEILLANCE

Facility ID: DEP0086
Project ID: SUPER
Req No: DC23186
Loc ID: 102247
GPS ID: 102247
Type: PETROLEUM
Insp CHD: SEMINOLE
HAE: -21.55
Loc Method: GPS - Uncorrected GPS
Insp F Name: JOYCE
Insp L Name: BITTLE
Comment: Was able to gps closer to actual site

County: SEMINOLE
Longitude: -81.259777
Latitude: 28.689453
GPS Date: 5/25/2006 0:00:00
Datum:
Software: Risk_Solo_v2
Streetside:
Agency: DOH

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	6 of16	SSW	0.17 / 894.83	37.97 / 11	L D PLANTE INC 2950 RAILROAD AVE WINTER SPRINGS FL 32708	WELL SURVEILLANCE

Facility ID: 8520795
Project ID: SUPER
Req No:
Loc ID: 204719
GPS ID: 204719
Type: PETROLEUM
Insp CHD: SEMINOLE
HAE: 11.2
Loc Method: DGPS - Differentially Corrected GPS
Insp F Name: JIM
Insp L Name: COLLINS
Comment: TANKS 3 AND 4

County: SEMINOLE
Longitude: -81.259128
Latitude: 28.688939
GPS Date: 11/12/2004 8:11:00
Datum: WS1984
Software:
Streetside:
Agency:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	7 of16	SSW	0.17 / 894.83	37.97 / 11	LD PLANTE 2950 RAILROAD AVE OVIEDO FL 32708	WELL SURVEILLANCE

Facility ID:	DEP 0086	**County:**	SEMINOLE
Project ID:	SUPER	**Longitude:**	-81.256997
Req No:	DEP0086	**Latitude:**	28.687418
Loc ID:	102255	**GPS Date:**	4/29/2009 0:00:00
GPS ID:	102255	**Datum:**	
Type:	PETROLEUM	**Software:**	Risk_Solo_v2
Insp CHD:	SEMINOLE	**Streetside:**	
HAE:	-31.9	**Agency:**	DOH
Loc Method:	DGPS - Differentially Corrected GPS		
Insp F Name:	JOYCE		
Insp L Name:	BITTLE		
Comment:	Fac. is gated- can not get in. gps gate		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	8 of16	SSW	0.17 / 894.83	37.97 / 11	L D PLANTE (BF) 2950 RAILROAD AVE OVIEDO FL	DWM CONTAM

Facility ID:	38428	**Contact:**	
Site ID:	ERIC_11104	**Phone:**	
Program Area:		**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:	59	**Primary RP Role:**	
Ftc1 Fac Type ID:		**RP Begin Date:**	
Stcm Facility Type:	FIESTA	**RP Address1:**	
District:	CD	**RP Address2:**	
Site Status:		**RP City:**	
Section:		**RP State:**	
Township:		**RP Zip5:**	
County:	Seminole	**RP Zip4:**	
Range:		**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:	Polymetrics Inc		
Description:			

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:		**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	HARN
Program Area:	BROWNFIELDS	**Method:**	DPHO
Site Manager:	Tracy Jewsbury	**Lat DD:**	28
Discharge Date:		**Lat MM:**	41
Discharge Eligibil:		**Lat SS:**	28.6187
Eligibility Progrm:		**Long DD:**	81
Cleanup Status:	Closed-ERIC	**Long MM:**	15
Closure Type:		**Long SS:**	42.1317
Closure Date:			

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Priority Score:		**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	HARN
Program Area:	RESPONSPARTY	**Method:**	DPHO
Site Manager:	Tracy Jewsbury	**Lat DD:**	28
Discharge Date:		**Lat MM:**	41
Discharge Eligibil:		**Lat SS:**	28.6187
Eligibility Progrm:		**Long DD:**	81
Cleanup Status:	Closed-ERIC	**Long MM:**	15
Closure Type:		**Long SS:**	42.1317
Closure Date:			

4	9 of16	SSW	0.17 / 894.83	37.97 / 11	L D PLANTE INC 2950 RAILROAD AVE OVIEDO FL 32765	UST

Facility ID:	8520795	**County:**	SEMINOLE
Facility Status:	CLOSED	**Lat/Long Method:**	DPHO
Facility Type:	C	**Lat DD:**	28
Type Desc:	Fuel user/Non-retail	**Lat MM:**	40
Facility Phone:	4073653241	**Lat SS:**	14.93
Dep Co:	P	**Long DD:**	81
Owner ID:	12685	**Long MM:**	12
Owner Phone:	4073653241	**Long SS:**	28.63
Owner:	L D PLANTE INC		
Owner Address1:	2950 RAILROAD AVE		
Owner Address2:			
Owner City:	OVIEDO		
Owner State:	FL		
Owner Zip 5:	32765		
Contact:	DON PLANTE		
Source:	Tank Facility - All Locations and Tank Information; Tank Facility - All Locations and Owner Information		
Oculus Docs Inventory URL:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8520795&CAT=11		
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8520795		
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8520795/facility!search		

Tank Information

Tank ID:	3	**Capacity:**	10000
Tank Status:	B - REMOVED FROM SITE	**Substance:**	B - Unleaded Gas
Status Date:	31-DEC-1988	**Placement:**	UNDERGROUND
Installation Date:	01-JUL-1960	**Tank Vessel Indic:**	TANK
Tank Desc:			

Tank Information

Tank ID:	4	**Capacity:**	1000
Tank Status:	B - REMOVED FROM SITE	**Substance:**	D - Vehicular Diesel
Status Date:	31-DEC-1988	**Placement:**	UNDERGROUND
Installation Date:	01-JUL-1967	**Tank Vessel Indic:**	TANK
Tank Desc:			

4	10 of16	SSW	0.17 / 894.83	37.97 / 11	L D PLANTE INC 2950 RAILROAD AVE OVIEDO FL 32765	AST

Facility ID:	8520795	**County:**	SEMINOLE
Facility Status:	CLOSED	**Lat/Long Method:**	DPHO
Facility Type:	C	**Lat DD:**	28
Type Desc:	Fuel user/Non-retail	**Lat MM:**	40
Facility Phone:	4073653241	**Lat SS:**	14.93
Dep Co:	P	**Long DD:**	81
Owner ID:	12685	**Long MM:**	12
Owner Phone:	4073653241	**Long SS:**	28.63

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Owner: L D PLANTE INC
Owner Address1: 2950 RAILROAD AVE
Owner Address2:
Owner City: OVIEDO
Owner State: FL
Owner Zip 5: 32765
Contact: DON PLANTE
Data Source: Tank Facility - All Locations and Tank Information; Tank Facility - All Locations and Owner Information
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8520795&CAT=11
Information Portal Fac URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8520795
Information Portal Doc URL: http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8520795/facility!search

Tank Information

Tank ID: 2
Tank Status: B - REMOVED FROM SITE
Status Date: 31-DEC-1988
Installation Date: 01-JUL-1974
Content Desc: D - Vehicular Diesel
Tank Desc:
Capacity: 20000
Placement: ABOVEGROUND
Tank Vessel Indic: TANK

Tank Information

Tank ID: 1
Tank Status: B - REMOVED FROM SITE
Status Date: 31-DEC-1988
Installation Date: 01-JUL-1974
Content Desc: D - Vehicular Diesel
Tank Desc:
Capacity: 10000
Placement: ABOVEGROUND
Tank Vessel Indic: TANK

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	11 of16	SSW	0.17 / 894.83	37.97 / 11	Polymetrics Inc 2950 RAILROAD AVE OVIEDO FL 0	ERIC

Eric ID: ERIC_11104
Site Status: CLOSEDWCOND
Source Facility ID: 38428
District: CD
WMD: SJRWMD
ICR Indicator: NO
Discharge Date:
Method ID: DPHO
Object of Interest: CAP_R
Proximit to Object: EXACT
Collector Username: GRANDE_M
Collect Date:
Map Source: 1999 doqs
Map Source Scale: 5000
Intrpolation Scale: 0
Coord Accuracy ID: 4
Site Phase Dsc: Phase 5 - Cleanup Complete
Site Name: L D PLANTE (BF)
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_11104/gis-facility!search
Offste Contami Key: CONTAMNOSCHOOL
Se Anno Cad Data:
State: FL
County Name: Seminole
County ID: 59
Datum ID: HARN
Geometry:
X: -81.2617032653299
Y: 28.6912829371314
Lat DD: 28
Lat MM: 41
Lat SS:
Long DD: 81
Long MM: 15
Long SS:
Gis Albx: 667045.0
Gis Alby: 523532.0

Program Details

Program: Petroleum Restoration Program
Program Type: PETROLEUM
Program Status: COMPLETEWITHCOND
Site Manager: Tracy Jewsbury

Program Details

Program: Responsible Party Cleanup
Program Type: RESPONSPARTY

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Program Status: COMPLETEWITHCOND
Site Manager: Tracy Jewsbury

Program Details

Program: Brownfield Site Rehabilitation
Program Type: BROWNFIELDS
Program Status: COMPLETEWITHCOND
Site Manager: Tracy Jewsbury

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4 | **12 of16** | **SSW** | **0.17 / 894.83** | **37.97 / 11** | **L D PLANTE INC**
2950 RAILROAD AVENUE
OVIEDO FL 32765 | **ERIC**

Eric ID:	ERIC_7080	**Offste Contami Key:**	CONTAMUNKNOWN
Site Status:	CLOSEDWCOND	**Se Anno Cad Data:**	
Source Facility ID:	8520795	**State:**	FL
District:	CD	**County Name:**	Seminole
WMD:	SJRWMD	**County ID:**	59
ICR Indicator:	YES	**Datum ID:**	HARN
Discharge Date:		**Geometry:**	
Method ID:	DPHO	**X:**	-81.2598768375852
Object of Interest:	FACIL	**Y:**	28.6895638338426
Proximit to Object:	CENTR	**Lat DD:**	28
Collector Username:	ERIC_ICR_INIT_LOAD	**Lat MM:**	41
Collect Date:	5/20/2004	**Lat SS:**	
Map Source:	1999 doqs	**Long DD:**	81
Map Source Scale:	5000	**Long MM:**	15
Intrpolation Scale:	0	**Long SS:**	
Coord Accuracy ID:	3	**Gis Albx:**	667227.33
Site Phase Dsc:	Phase 4 - Design Implementation	**Gis Alby:**	523345.09

Site Name: L.D.PLANTE
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_7080/gis-facility!search

Program Details

Program: Brownfield Site Rehabilitation
Program Type: BROWNFIELDS
Program Status: COMPLETEWITHCOND
Site Manager:

Program Details

Program: Petroleum Restoration Program
Program Type: PETROLEUM
Program Status: COMPLETEWITHCOND
Site Manager:

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4 | **13 of16** | **SSW** | **0.17 / 894.83** | **37.97 / 11** | **L.D.PLANTE**
2950 RAILROAD AVENUE
OVIEDO FL | **DWM CONTAM**

Facility ID:		**Contact:**	
Site ID:	ERIC_7080	**Phone:**	
Program Area:		**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:		**Primary RP Role:**	
Ftc1 Fac Type ID:		**RP Begin Date:**	
Stcm Facility Type:		**RP Address1:**	
District:	CD	**RP Address2:**	
Site Status:	Open	**RP City:**	
Section:		**RP State:**	
Township:		**RP Zip5:**	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

County:	Seminole	**RP Zip4:**	
Range:		**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:			
Description:			

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:		**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	HARN
Program Area:	BROWNFIELDS	**Method:**	DPHO
Site Manager:	Christopher A. Williams	**Lat DD:**	28
Discharge Date:		**Lat MM:**	41
Discharge Eligibil:		**Lat SS:**	22.4273
Eligibility Progrm:		**Long DD:**	81
Cleanup Status:		**Long MM:**	15
Closure Type:		**Long SS:**	35.5688
Closure Date:			

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:		**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	HARN
Program Area:	BROWNFIELDS	**Method:**	DPHO
Site Manager:		**Lat DD:**	28
Discharge Date:	WILLIAM B YEOMANS JR	**Lat MM:**	41
Discharge Eligibil:	(315)372-3722	**Lat SS:**	22.4273
Eligibility Progrm:	1/29/2019	**Long DD:**	81
Cleanup Status:		**Long MM:**	15
Closure Type:		**Long SS:**	35.5688
Closure Date:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	14 of16	SSW	0.17 / 894.83	37.97 / 11	L D PLANTE INC 2950 RAILROAD AVE OVIEDO FL 32765	STCS

Facility ID:	8520795	**Clnup Cd (OD):**	CMPL
Type:	C - Fuel User/Non-Retail	**Fac Clnup Stat (OD):**	COMPLETED
Status:	Closed	**Clnup Dt (OD):**	2014/06/18
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	CLOSED	**Contam (Map):**	
Fac Code (OD):	C	**Fac Type (Map):**	Fuel user/Non-retail
Fac Type (OD):	Fuel user/Non-retail	**Fac Stat (Map):**	CLOSED
Fac Name (OD):	L D PLANTE INC		
Address (OD):	2950 RAILROAD AVE		
City (OD):	OVIEDO		
County (OD):	SEMINOLE		
Zip5 (OD):	32765		
Name (Map):	L D PLANTE INC		
Address (Map):	2950 RAILROAD AVE		
City (Map):	OVIEDO		
County (Map):	59		
Zip4 (Map):	8240		
Zip5 (Map):	32765		
Address Line 1:	2950 Railroad Ave		

Address Line 2:
City: Oviedo
County: SEMINOLE
State: FL
Zip: 32765- 8240
Report Source: FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM)(OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM)(Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID:	9326	**Map Src:**	1999 doqs
X:	-81.2598802222244	**Map Scale:**	5000
Y:	28.6895631388922	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	SNYDER_W	**El Units:**	
Col Date:	20-May-2004	**ALB East:**	667227.33
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	523345.09
Ver Meth:	DPHO	**Loc ID:**	18599
Ver Name:	WOEBER_A	**Lat DD:**	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Date:	07-Jun-2005	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	81
Rel Feat:	CENTR	**Long MM:**	15
Datum:	HARN	**Long SS:**	
Coord Acc:	3		

Col Aff: DEPARTMENT OF ENVIRONMENTAL PROTECTION
Ver Aff: DEPARTMENT OF ENVIRONMENTAL PR
Direct:
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8520795/gis-facility!search

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	18599	**Rel Feat:**	CENTR
Site Type:	Fuel user/Non-retail	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	4073653241	**El Units:**	
Operator:	L D PLANTE INC	**Map Src:**	1999 doqs
Next action:		**Map Scale:**	5000
Fin Respon:		**Coord Acc:**	3
Office:	CD	**Alb East:**	667227.33
OOIC:	FACILITY	**Alb North:**	523345.09
Col Meth:	DPHO	**Datum:**	HARN
Col Name:	SNYDER_W	**Elevation:**	
Col Date:	5/20/2004	**Lat DD:**	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WOEBER_A	**Long DD:**	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	15
Ver Date:	6/7/2005	**Long SS:**	
Object ID:	18599		

Col Aff: DEPARTMENT OF ENVIRONMENTAL PROTECTION
Ver Aff: DEPARTMENT OF ENVIRONMENTAL PR
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8520795/gis-facility!search

Storage Tank Contaminated Facility Name & Address Search Details

Name: L D Plante Inc
2950 Railroad Ave
Oviedo, FL 32765- 8240
LL Method: DPHO - Digital Aerial Photography with Ground Control
Account Owner: L D Plante Inc
Contact: L D Plante Inc
Phone: 407-365-3241
District: CD

County 1: 59 - Seminole
Latitude: 28:41:22.4273
Longitude: 81:15:35.5688

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 10000
Content: Vehicular Diesel
Installed: 07/01/1974
Placement: ABOVE
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 20000
Content: Vehicular Diesel
Installed: 07/01/1974
Placement: ABOVE
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 4
Size: 1000
Content: Vehicular Diesel
Installed: 07/01/1967
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 10000
Content: Unleaded Gas
Installed: 07/01/1960
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

4	***15 of16***	***SSW***	***0.17 / 894.83***	***37.97 / 11***	****L D PLANTE (BF) 2950 RAILROAD AVE - OVIEDO FL -***	***VCP***

Eric ID: ERIC_11104
System ID: BF590702000
System: BROWNFIELD
Status: CLOSEDWCOND
Activity Code: BSRA
Activity Dt: 12/27/2007
County: Seminole
Point Proximity: EXACT
Accuracy: 4
Verification Meth: DPHO
Verification Date: 10/11/2005 1:38:54 PM
Latitude Degrees: 28
Latitude Minutes: 41
Latitude Seconds: 28.6187

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

District:	CD	**Longitude Degrees:**	81
Object of Interest:	CAP_R	**Longitude Minutes:**	15
Method:	DPHO	**Longitude Seconds:**	42.1317
Datum:	HARN		
Activity Description:	Brownfields Site Rehabilitation Agreement		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	16 of16	SSW	0.17 / 894.83	37.97 / 11	L D PLANTE INC 2950 RAILROAD AVE OVIEDO FL 32765	DWM CONTAM

Facility ID:	8520795	**Contact:**	
Site ID:	8520795	**Phone:**	
Program Area:		**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:	59	**Primary RP Role:**	
Ftc1 Fac Type ID:	C	**RP Begin Date:**	
Stcm Facility Type:	C	**RP Address1:**	
District:	CD	**RP Address2:**	
Site Status:		**RP City:**	
Section:	6	**RP State:**	
Township:	21S	**RP Zip5:**	
County:	Seminole	**RP Zip4:**	
Range:	31E	**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:	L D PLANTE INC		
Description:	Fuel user/Non-retail		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:	26	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	DPHO
Site Manager:		**Lat DD:**	28
Discharge Date:	12/31/2002	**Lat MM:**	40
Discharge Eligibil:	I	**Lat SS:**	14.93
Eligibility Progrm:		**Long DD:**	81
Cleanup Status:	CLOSED-STCM	**Long MM:**	12
Closure Type:	NFAC	**Long SS:**	28.63
Closure Date:	6/4/2014		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
5	1 of1	SSW	0.17 / 894.83	37.97 / 11	Former Central Florida Drum Facility 2950 (M-1 Zoning Area Only) and 2960 Railroad Avenue WINTER SPRINGS FL 32708	BROWNFIELDS

Site ID:	BF590702001	**CCD1 City ID:**	4905
Area ID:	BF590702000	**CC2 County ID:**	59
Remediation:	AWAITING CLEANUP	**County:**	SEMINOLE
Acreage:	6.158711	**DDC Dep District ID:**	CD
SRCO Date:	03-MAY-19 12.00.00.000000 AM	**District:**	Central
BSRA Date:	27-DEC-07 12.00.00.000000 AM	**Latitude:**	28.68969728
X Coordinate NBR:	667217.0221	**Longitude:**	-81.25983692
Y Coordinate NBR:	523396.5232	**Lat DD:**	28
Shape Area:	24923.37804306	**Lat MM:**	41
Shape Length:	1139.95164134	**Lat SS:**	24.1246
Method:	PAPER	**Long DD:**	-81

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

CMC2 Verif Method:	DPHO	**Long MM:**	15
Verification Date:	17-JAN-08 12.00.00.000000 AM	**Long SS:**	35.8967
Date Stamp:	20-DEC-07 12.00.00.000000 AM	**Username:**	CLARKE_C
Source:	Seminole County		
Area Name:	Former Central Florida Drum Facility		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/BF590702001/gis-facility!search		
Comment:	aka L.D. Plante, Inc.		
Oculus Docs Inventory Url:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=BF590702001&CAT=5		
Information Portal Facility Url:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=BF590702001		

6	1 of1	SSW	0.17 / 894.83	37.97 / 11	**Former Central Florida Drum Facility** **WINTER SPRINGS FL**	**BROWNFIELD AREA**

Area ID:	BF590702000	**Latitude:**	28.68969727
User Name:	CLARKE_C	**Longitude:**	-81.25983692
Method:	PAPER	**Latitude Degrees:**	28
County:	SEMINOLE	**Latitude Minutes:**	41
District:	Central	**Latitude Seconds:**	22.91018964
Acreage:	6.15871	**Longitude Degrees:**	-81
Resolution No:	2007-R-233	**Longitude Minutes:**	15
Resolution Date:	11-DEC-07 12.00.00.000000 AM	**Longitude Seconds:**	35.41292064
Shape Area:		**X Coordinate:**	667230.8907127
Shape Length:		**Y Coordinate:**	523359.9865243
Date Stamp:	20-DEC-07 12.00.00.000000 AM		
Source:	Seminole County		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/BF590702000/gis-facility!search		

7	1 of1	NW	0.22 / 1,184.34	42.82 / 16	**FOREIGN CAR PARTS SERVICE** **1207 E STATE ROAD 434** **WINTER SPRINGS FL 32708-2811**	**RCRA NON GEN**

EPA Handler ID:	FLD981748007
Gen Status Universe:	No Report
Contact Name:	WAYNE NORMAN
Contact Address:	1207 , E STATE ROAD 434 , , WINTER SPRINGS , FL, 32708-2811 , US
Contact Phone No and Ext:	305-699-4505
Contact Email:	
Contact Country:	US
County Name:	SEMINOLE
EPA Region:	04
Land Type:	Private
Receive Date:	20121019
Location Latitude:	28.69765
Location Longitude:	-81.325183

Violation/Evaluation Summary

Note:	NO RECORDS: As of Apr 2024, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Injection Activity:	No
Commercial TSD:	No
Used Oil Transporter:	No

Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 198701
Receive Date: 19870114
Handler Name: FOREIGN CAR PARTS SERVICE
Source Type: Notification
Federal Waste Generator Code: 2
Generator Code Description: Small Quantity Generator

Hazardous Waste Handler Details

Sequence No: 201210
Receive Date: 20121019
Handler Name: FOREIGN CAR PARTS SERVICE
Source Type: Implementer
Federal Waste Generator Code: N
Generator Code Description: Not a Generator, Verified

Owner/Operator Details

Owner/Operator Ind: Current Owner
Type: Private
Name: NORMAN WAYNE
Date Became Current: 20000925
Date Ended Current:
Phone:
Source Type: Notification
Street No:
Street 1: 1207 E STATE ROAD 434
Street 2:
City: WINTER SPRINGS
State: FL
Country: US
Zip Code: 32708-2811

Owner/Operator Ind: Current Owner
Type: Private
Name: WAYNE NORMAN
Date Became Current: 20000925
Date Ended Current:
Phone:
Source Type: Implementer
Street No:
Street 1: 1207 E STATE ROAD 434
Street 2:
City: WINTER SPRINGS
State: FL
Country: US
Zip Code: 32708-2811

Owner/Operator Ind: Current Owner
Type: Private
Name: WAYNE NORMAN
Date Became Current: 20000925
Date Ended Current:
Phone:
Source Type: Notification
Street No:
Street 1: 1207 E STATE ROAD 434
Street 2:
City: WINTER SPRINGS
State: FL
Country: US
Zip Code: 32708-2811

Historical Handler Details

Receive Dt: 19870114
Generator Code Description: Small Quantity Generator
Handler Name: FOREIGN CAR PARTS SERVICE

8	1 of8	WNW	0.23 / 1,193.88	43.19 / 16	MOBIL OIL CORP SS #Q8M 1205 E SR 434 WINTER SPRINGS FL 32708	RCRA NON GEN

EPA Handler ID: FLD984205518
Gen Status Universe: No Report

Contact Name:	DAN HORTON
Contact Address:	3225 , GALLOWS RD , , FAIRFAX , VA, 22037-0002 , US
Contact Phone No and Ext:	703-849-3330
Contact Email:	
Contact Country:	US
County Name:	SEMINOLE
EPA Region:	04
Land Type:	Private
Receive Date:	20111012
Location Latitude:	28.695923
Location Longitude:	-81.262253

Violation/Evaluation Summary

Note:	NO RECORDS: As of Apr 2024, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Injection Activity:	No
Commercial TSD:	No
Used Oil Transporter:	No
Used Oil Transfer Facility:	No
Used Oil Processor:	No
Used Oil Refiner:	No
Used Oil Burner:	No
Used Oil Market Burner:	No
Used Oil Spec Marketer:	No

Hazardous Waste Handler Details

Sequence No:	199108
Receive Date:	19910802
Handler Name:	MOBIL OIL CORP SS #Q8M
Source Type:	Notification
Federal Waste Generator Code:	2
Generator Code Description:	Small Quantity Generator

Waste Code Details

Hazardous Waste Code:	D001
Waste Code Description:	IGNITABLE WASTE
Hazardous Waste Code:	D018
Waste Code Description:	BENZENE

Hazardous Waste Handler Details

Sequence No:	201110
Receive Date:	20111012
Handler Name:	MOBIL OIL CORP SS #Q8M
Source Type:	Notification
Federal Waste Generator Code:	N
Generator Code Description:	Not a Generator, Verified

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D018
Waste Code Description: BENZENE

Owner/Operator Details

Owner/Operator Ind:	Current Operator	**Street No:**	
Type:	Private	**Street 1:**	3225 GALLOWS RD
Name:	MOBIL OIL CORP SS # Q8M	**Street 2:**	
Date Became Current:	19910615	**City:**	FAIRFAX
Date Ended Current:		**State:**	VA
Phone:		**Country:**	US
Source Type:	Notification	**Zip Code:**	22037

Owner/Operator Ind:	Current Owner	**Street No:**	
Type:	Private	**Street 1:**	3225 GALLOWS RD
Name:	HORTON DAN	**Street 2:**	
Date Became Current:	20000209	**City:**	FAIRFAX
Date Ended Current:		**State:**	VA
Phone:		**Country:**	US
Source Type:	Notification	**Zip Code:**	22037

Owner/Operator Ind:	Current Owner	**Street No:**	
Type:	Private	**Street 1:**	3225 GALLOWS RD
Name:	DAN HORTON	**Street 2:**	
Date Became Current:	20000209	**City:**	FAIRFAX
Date Ended Current:		**State:**	VA
Phone:		**Country:**	US
Source Type:	Notification	**Zip Code:**	22037

Owner/Operator Ind:	Current Operator	**Street No:**	
Type:	Private	**Street 1:**	3225 GALLOWS RD
Name:	DONNA HYMES	**Street 2:**	
Date Became Current:	20111027	**City:**	FAIRFAX
Date Ended Current:		**State:**	VA
Phone:		**Country:**	US
Source Type:	Notification	**Zip Code:**	22037

Historical Handler Details

Receive Dt: 19910802
Generator Code Description: Small Quantity Generator
Handler Name: MOBIL OIL CORP SS #Q8M

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
8	2 of8	WNW	0.23 / 1,193.88	43.19 / 16	MOBIL-WINTER SPRINGS #731 1205 E STATE ROAD 434 WINTER SPRINGS FL 32708	UST

Facility ID:	9045623	**County:**	SEMINOLE
Facility Status:	OPEN	**Lat/Long Method:**	DPHO
Facility Type:	A	**Lat DD:**	28
Type Desc:	Retail Station	**Lat MM:**	41
Facility Phone:	8136814279	**Lat SS:**	45.59
Dep Co:	P	**Long DD:**	81
Owner ID:	922	**Long MM:**	15
Owner Phone:	8136814279	**Long SS:**	43.85

Owner: AUTOMATED PETROLEUM & ENERGY CO INC (APEC)
Owner Address1: PO BOX 1110
Owner Address2: ATTN: STORAGE TANK REGIS
Owner City: Brandon
Owner State: FL
Owner Zip 5: 33509
Contact: BILL MCKNIGHT | RICK HERWEH

Source: Tank Facility - All Locations and Tank Information; Tank Facility - All Locations and Owner Information
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=9045623&CAT=11
Information Portal Fac URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=9045623
Information Portal Doc URL: http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9045623/facility!search

Tank Information

Tank ID: 2
Tank Status: B - REMOVED FROM SITE
Status Date: 01-OCT-2008
Installation Date: 01-NOV-1989
Tank Desc:
Capacity: 10000
Substance: B - Unleaded Gas
Placement: UNDERGROUND
Tank Vessel Indic: TANK

Tank Information

Tank ID: 5
Tank Status: U - IN SERVICE
Status Date: 01-OCT-2008
Installation Date: 01-OCT-2008
Tank Desc: Double Walled
Capacity: 20000
Substance: B - Unleaded Gas
Placement: UNDERGROUND
Tank Vessel Indic: TANK

Piping

Pipe Description: F-Double wall

Pipe Description: C-Fiberglass

Pipe Description: J-Pressurized piping system

Pipe Description: K-Dispenser liners

Monitoring

Monitoring Desc: G-Electronic line leak detector

Monitoring Desc: 4-Visual inspect dispenser liners

Monitoring Desc: K-Monitor dbl wall pipe space

Monitoring Desc: L-Automatic tank gauging - USTs

Monitoring Desc: F-Monitor dbl wall tank space

Monitoring Desc: 2-Visual inspect pipe sumps

Monitoring Desc: 1-Continuous electronic sensing

Tank Construction

Cons Code: N
Cons Desc: Flow shut-Off

Cons Code: I
Cons Desc: Double wall

Cons Code: O
Cons Desc: Tight fill

Cons Code: M
Cons Desc: Spill containment bucket

Cons Code: E
Cons Desc: Fiberglass

Tank Information

Tank ID:	6	***Capacity:***	20000
Tank Status:	U - IN SERVICE	***Substance:***	D - Vehicular Diesel
Status Date:	01-OCT-2008	***Placement:***	UNDERGROUND
Installation Date:	01-OCT-2008	***Tank Vessel Indic:***	TANK
Tank Desc:	Double Walled		

Piping

Pipe Description:	C-Fiberglass
Pipe Description:	K-Dispenser liners
Pipe Description:	F-Double wall
Pipe Description:	J-Pressurized piping system

Monitoring

Monitoring Desc:	2-Visual inspect pipe sumps
Monitoring Desc:	F-Monitor dbl wall tank space
Monitoring Desc:	K-Monitor dbl wall pipe space
Monitoring Desc:	L-Automatic tank gauging - USTs
Monitoring Desc:	4-Visual inspect dispenser liners
Monitoring Desc:	1-Continuous electronic sensing
Monitoring Desc:	G-Electronic line leak detector

Tank Construction

Cons Code:	L
Cons Desc:	Compartmented
Cons Code:	O
Cons Desc:	Tight fill
Cons Code:	M
Cons Desc:	Spill containment bucket
Cons Code:	N
Cons Desc:	Flow shut-Off
Cons Code:	I
Cons Desc:	Double wall
Cons Code:	E
Cons Desc:	Fiberglass

Tank Information

Tank ID:	3	***Capacity:***	10000
Tank Status:	B - REMOVED FROM SITE	***Substance:***	B - Unleaded Gas
Status Date:	01-OCT-2008	***Placement:***	UNDERGROUND
Installation Date:	01-NOV-1989	***Tank Vessel Indic:***	TANK
Tank Desc:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Tank Information

Tank ID:	4	***Capacity:***	10000
Tank Status:	B - REMOVED FROM SITE	***Substance:***	B - Unleaded Gas
Status Date:	01-OCT-2008	***Placement:***	UNDERGROUND
Installation Date:	01-NOV-1989	***Tank Vessel Indic:***	TANK
Tank Desc:			

Tank Information

Tank ID:	1	***Capacity:***	10000
Tank Status:	B - REMOVED FROM SITE	***Substance:***	B - Unleaded Gas
Status Date:	01-OCT-2008	***Placement:***	UNDERGROUND
Installation Date:	01-NOV-1989	***Tank Vessel Indic:***	TANK
Tank Desc:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
8	3 of8	WNW	0.23 / 1,193.88	43.19 / 16	MOBIL-WINTER SPRINGS #731 1205 E STATE ROAD 434 WINTER SPRINGS FL 32708-2811	LST

Facility ID:	9045623	***Score:***	46
Facility Status:	OPEN	***Score Effctve Date:***	02/29/2008
Facility Type:	A - Retail Station	***Score when Ranked:***	30
Feature:		***Facility Name:***	MOBIL-WINTER SPRINGS #731
Method:	DPHO	***Address1:***	1205 E STATE ROAD 434
Rank:	4871	***Address2:***	
Operator:	RICK HERWEH	***City:***	WINTER SPRINGS
Phone:	(813)681-4279	***State:***	FL
Name Changed:	10/28/2013	***Zip5:***	32708
Address Changed:	10/25/2018	***Zip4:***	2811
Prim Related Party:	922	***District:***	CD
Primary RP Role:	ACCOUNT OWNER	***County:***	SEMINOLE
RP Begin Date:	10/28/2013	***County No:***	59
RP Name:	AUTOMATED PETROLEUM & ENERGY CO INC (APEC)	***Datum:***	0
RP Address1:	PO BOX 1110	***Lat DD:***	28
RP Address2:	ATTN: STORAGE TANK REGIS	***Lat MM:***	41
RP City:	Brandon	***Lat SS:***	44.6788
RP State:	FL	***Long DD:***	81
RP Zip5:	33509	***Long MM:***	15
RP Zip4:	1110	***Long SS:***	43.9905
Contact:	BILL MCKNIGHT | RICK HERWEH	***Section:***	031
RP Phone:	(813)681-4279	***Township:***	20S
RP Phone Ext.:	211	***Range:***	31E
RP Bad Addr Ind:	No		

Facility ID (Map):	9045623
Facility Type (Map):	Retail Station
Facility Status (Map):	OPEN
Facility Name (Map):	MOBIL-WINTER SPRINGS #731
Address (Map):	1205 E STATE ROAD 434
City (Map):	WINTER SPRINGS
Zip5 (Map):	32708
County (Map):	SEMINOLE
Lat DD (Map):	28
Lat MM (Map):	41
Lat SS (Map):	
Long DD (Map):	81
Long MM (Map):	15
Long SS (Map):	
Datum (Map):	HARN
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	DPHO
Collector (Map):	PERRY_JF59
Collection Date (Map):	7/23/2003
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9045623/facility!search

Oculus Docs Inventory: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=9045623&CAT=11
Information Portal Fac URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=9045623
Information Portal Doc URL: http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9045623/facility!search
Source: DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date: 04/26/1993
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: RA - RA ONGOING
Discharge Cleanup Stat Date: 05/10/2013
Eligibility Indicator: E - ELIGIBLE
Site Manager: PRESS_DM
Site Manager End Date:
Tank Office: PCLP48 - ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV

Contaminated Media

Contaminated Drinking Wells: 0
Contaminated Mntring Wells: YES
Contaminated Soil: NO
Contaminated Surface Water: NO
Contaminated Ground Water: NO
Pollutant: B - Unleaded Gas
Other Description:
Gallons Discharged: 25

Petroleum Cleanup Program Eligibility

Cleanup Program: P - PETROLEUM LIABILITY AND RESTORATION INSURANCE PROGRAM
Eligibility Status: ELIGIBLE

Task Info

SA Task ID: 84141
SA Cleanup Resp: -
SA Actual Cost:
SA Complete Date:
SA Payment Date:
SR Task ID:
SR Cleanup Resp: -
SR Actual Cost:
SR Complete Date:
SR Payment Date:
SR Oral Date:
SR Written Date:
SR Soil Removal:
SR Free Prod Rmvl:
SR Soil Ton Remove:
SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: -
SRC Submit Date:
SRC Review Date:
SRC Complete Status: -
SRC Comp Status Dt:
SRC Issue Date:
SRC Comments:

SR Soil Treatment:
SR Other Treatment:
SR Alt Proc Rec:
RAP Task ID:
RAP Clean Resp ID: -
RAP Actual Cost:
RAP Complete Date:
RAP Payment Date:
RAP Last Ord Appr:
RA Task ID: 89795
RA Cleanup Resp: -
RA Yrs to Complete:
RA Actual Cost:
Tank Office: PCLP48 - Orange County

Petroleum Cleanup Funding Cap Encumbrance to Date

FCFS:	$0.00
LPSPASM:	$0.00
SPASM:	$0.00
NPDES:	$0.00
Utility 1 Time Payments:	$0.00
All Wo Ta Co Pos Encumbered:	$29,147.47
Wo Ta Co Pos Exclu from Cap:	$0.00
Ttl Amnt Encumbered to Date:	$29,147.47
Ttl Amnt Encumbered Towar:	$29,147.47

Petroleum Cleanup PCT Facility Score

Related Party ID:	922
RP Contact:	BILL MCKNIGHT | RICK HERWEH
Facility Cleanup Status:	ONGO - ONGOING
Bad Address Indicator:	N

Contract

Contractor:	FRS ENVIRONMENTAL REMEDIATION, INC. DBA MONTROSE ENVIRONMENT
Score:	46
Facility Name:	MOBIL-WINTER SPRINGS #731
Address:	1205 E STATE ROAD 434
City:	WINTER SPRINGS
ZIP:	32708
District:	CD
County ID:	59
County:	SEMINOLE

Discharge Info (Map)

Discharge:	9484	***Eligibility:***	ELIGIBLE
Discharge 1:	26-Apr-1993	***Eligibility 1:***	PLIRP
Discharge 2:	46	***Report Pha:***	RA
Discharge 3:	RA	***Report Sub:***	SA
General Cl:	WORK UNDERWAY	***Report S 1:***	31-Mar-2020
Disch Clea:	10-May-2013	***Staff Assi:***	PRESS_DM
Tank Offic:	ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV		

Open Discharges

Program:	PLIRP
Eligibility:	ELIGIBLE
Elig Letter Sent:	10/23/2007
Discharge Date:	04/26/1993
Score:	46
Facility:	MOBIL-WINTER SPRINGS #731
Address:	1205 E STATE ROAD 434
City:	WINTER SPRINGS
State:	FL
Zip:	32708
County ID:	59
County:	SEMINOLE

AST UST Discharges

Dep Co:	P	***Long MM:***	15
CU Req:	R	***Long SS:***	43.85
Score:	00046	***Stat Desc:***	RA ONGOING

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Descrip:	CLEANUP REQUIRED	**Fac Name:**	MOBIL-WINTER SPRINGS #731
Discharge Date:	26-APR-93	**Fac Type:**	A
Score Date:	29-FEB-2008	**Type Desc:**	Retail Station
Stat Date:	10-MAY-2013	**Fac Addr:**	1205 E STATE ROAD 434
LL Meth:	DPHO	**Fac City:**	WINTER SPRINGS
Lat DD:	28	**Fac Zip:**	32708
Lat MM:	41	**County:**	59
Lat SS:	45.59	**Fac State:**	OPEN
Long DD:	81	**Fac Phone:**	8136814279
Prg Desc:	PETROLEUM LIABILITY AND RESTORATION INSURANCE PROGRAM		

Eligible Discharges

Program:	PLIRP
Current Status:	ACTIVE
Discharge Date:	04/26/1993
Score:	46
Facility:	MOBIL-WINTER SPRINGS #731
Address:	1205 E STATE ROAD 434
City:	WINTER SPRINGS
Zip:	32708
County:	SEMINOLE
Owner:	AUTOMATED PETROLEUM & ENERGY CO INC (APEC)
Owner Address:	PO BOX 1110
Owner City:	Brandon
Owner State:	FL
Owner Zip:	33509
Owner Phone:	(813)681-4279
Owner Email:	RICK@APECGAS.COM

8	***4 of8***	***WNW***	***0.23 / 1,193.88***	***43.19 / 16***	***MOBIL RS #10918 1205 W HWY 434 WINTER SPRINGS FL 32708***	***WELL SURVEILLANCE***

Facility ID:	9045623	**County:**	SEMINOLE
Project ID:	SUPER	**Longitude:**	-81.262235
Req No:		**Latitude:**	28.695738
Loc ID:	193775	**GPS Date:**	11/20/2007 0:00:00
GPS ID:	193775	**Datum:**	WS1984
Type:	PETROLEUM	**Software:**	Risk_Solo_v2
Insp CHD:	SEMINOLE	**Streetside:**	
HAE:	15.12	**Agency:**	DOH
Loc Method:	DGPS - Differentially Corrected GPS		
Insp F Name:	JOYCE		
Insp L Name:	BITTLE		
Comment:			

8	***5 of8***	***WNW***	***0.23 / 1,193.88***	***43.19 / 16***	***MOBIL-WINTER SPRINGS #731 1205 E STATE ROAD 434 WINTER SPRINGS FL 32708***	***DWM CONTAM***

Facility ID:	9045623	**Contact:**	
Site ID:	9045623	**Phone:**	
Program Area:		**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:	59	**Primary RP Role:**	
Ftc1 Fac Type ID:	A	**RP Begin Date:**	
Stcm Facility Type:	A	**RP Address1:**	
District:	CD	**RP Address2:**	
Site Status:		**RP City:**	
Section:	31	**RP State:**	
Township:	20S	**RP Zip5:**	
County:	Seminole	**RP Zip4:**	
Range:	31E	**RP Phone:**	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:	MOBIL-WINTER SPRINGS #731		
Description:	Retail Station		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:	46	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	DPHO
Site Manager:	PRESS_DM	**Lat DD:**	28
Discharge Date:	4/26/1993	**Lat MM:**	41
Discharge Eligibil:	E	**Lat SS:**	45.59
Eligibility Progrm:	PLIRP	**Long DD:**	81
Cleanup Status:	OPEN-STCM	**Long MM:**	15
Closure Type:		**Long SS:**	43.85
Closure Date:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
8	6 of8	WNW	0.23 / 1,193.88	43.19 / 16	MOBIL R/S #10918 1205 E STATE ROAD 434 WINTER SPRINGS FL 32708	DWM CONTAM

Facility ID:	9045623	**Contact:**	
Site ID:		**Phone:**	
Program Area:	Petroleum	**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:		**Primary RP Role:**	
Ftc1 Fac Type ID:		**RP Begin Date:**	
Stcm Facility Type:		**RP Address1:**	
District:		**RP Address2:**	
Site Status:		**RP City:**	
Section:		**RP State:**	
Township:		**RP Zip5:**	
County:	SEMINOLE	**RP Zip4:**	
Range:		**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:			
Description:			

Program Details

Facility Status:	ACTIVE	**Staff Assigned:**	
Offsite Contam:	U	**Priority:**	
Priority Score:	46	**Score Effective Dt:**	
Project Coordinato:	DURANT_RJ	**Score When Ranked:**	
Program Eligible:	Y	**District:**	PCLP59
Ineligible:		**Datum:**	HARN
Program Area:		**Method:**	DPHO
Site Manager:		**Lat DD:**	28
Discharge Date:		**Lat MM:**	41
Discharge Eligibil:		**Lat SS:**	44.6788
Eligibility Progrm:		**Long DD:**	81
Cleanup Status:		**Long MM:**	15
Closure Type:		**Long SS:**	43.9905
Closure Date:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
8	7 of8	WNW	0.23 / 1,193.88	43.19 / 16	7-ELEVEN STORE #34786 1205 E STATE ROAD 434 WINTER SPRINGS FL 32708	DWM CONTAM

Facility ID:	9045623	**Contact:**	
Site ID:		**Phone:**	
Program Area:	Petroleum	**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:		**Primary RP Role:**	
Ftc1 Fac Type ID:		**RP Begin Date:**	
Stcm Facility Type:		**RP Address1:**	
District:		**RP Address2:**	
Site Status:		**RP City:**	
Section:		**RP State:**	
Township:		**RP Zip5:**	
County:	SEMINOLE	**RP Zip4:**	
Range:		**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:			
Description:			

Program Details

Facility Status:	ACTIVE	**Staff Assigned:**	
Offsite Contam:	U	**Priority:**	
Priority Score:	46	**Score Effective Dt:**	
Project Coordinato:	PRESS_DM	**Score When Ranked:**	
Program Eligible:	Y	**District:**	PCLP48
Ineligible:		**Datum:**	HARN
Program Area:		**Method:**	DPHO
Site Manager:		**Lat DD:**	28
Discharge Date:		**Lat MM:**	41
Discharge Eligibil:		**Lat SS:**	44.6788
Eligibility Progrm:		**Long DD:**	81
Cleanup Status:		**Long MM:**	15
Closure Type:		**Long SS:**	43.9905
Closure Date:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
8	8 of8	WNW	0.23 / 1,193.88	43.19 / 16	MOBIL-WINTER SPRINGS #731 1205 E STATE ROAD 434 WINTER SPRINGS FL 32708	STCS

Facility ID:	9045623	**Clnup Cd (OD):**	ONGO
Type:	A - Retail Station	**Fac Clnup Stat (OD):**	ONGOING
Status:	Open	**Clnup Dt (OD):**	2009/02/17
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	OPEN	**Contam (Map):**	YES
Fac Code (OD):	A	**Fac Type (Map):**	Retail Station
Fac Type (OD):	Retail Station	**Fac Stat (Map):**	OPEN
Fac Name (OD):	MOBIL-WINTER SPRINGS #731		
Address (OD):	1205 E STATE ROAD 434		
City (OD):	WINTER SPRINGS		
County (OD):	SEMINOLE		
Zip5 (OD):	32708		
Name (Map):	MOBIL-WINTER SPRINGS #731		
Address (Map):	1205 E STATE ROAD 434		
City (Map):	WINTER SPRINGS		
County (Map):	59		
Zip4 (Map):	2811		
Zip5 (Map):	32708		
Address Line 1:	1205 E State Road 434		
Address Line 2:			

City:	Winter Springs
County:	SEMINOLE
State:	FL
Zip:	32708- 2811
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM)(OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM)(Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID:	32887	**Map Src:**	1994 doqs
X:	-81.2622195833348	**Map Scale:**	1010
Y:	28.6957441111145	**Elevation:**	
Regulated:	YES	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	PERRY_JF59	**El Units:**	
Col Date:	23-Jul-2003	**ALB East:**	666983.66
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	524026.19
Ver Meth:	DPHO	**Loc ID:**	18292
Ver Name:	WOEBER_A	**Lat DD:**	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Date:	09-Jun-2005	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	81
Rel Feat:	EXACT	**Long MM:**	15
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	CONTRACTOR		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PR		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9045623/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	18292	**Rel Feat:**	EXACT
Site Type:	Retail Station	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	8136814279	**El Units:**	
Operator:	RICK HERWEH	**Map Src:**	1994 doqs
Next action:	PLACARD 22-JUN-2023	**Map Scale:**	1010
Fin Respon:		**Coord Acc:**	4
Office:	CD	**Alb East:**	666983.66
OOIC:	FACILITY	**Alb North:**	524026.19
Col Meth:	DPHO	**Datum:**	HARN
Col Name:	PERRY_JF59	**Elevation:**	
Col Date:	7/23/2003	**Lat DD:**	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WOEBER_A	**Long DD:**	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	15
Ver Date:	6/9/2005	**Long SS:**	
Object ID:	18292		
Col Aff:	CONTRACTOR		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PR		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9045623/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Mobil-Winter Springs #731 1205 E State Road 434 Winter Springs, FL 32708- 2811
LL Method:	DPHO - Digital Aerial Photography with Ground Control
Account Owner:	Automated Petroleum & Energy Co Inc (Apec)
Contact:	Rick Herweh
Phone:	813-681-4279
District:	CD
County 1:	59 - Seminole

Latitude: 28:41:44.6788
Longitude: 81:15:43.9905

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 6
Size: 20000
Content: Vehicular Diesel
Installed: 10/01/2008
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
L - Compartmented
M - Spill Containment Bucket
N - Flow Shut-Off
O - Tight Fill
Piping: C - Fiberglass
F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
Monitoring: 1 - Continuous Electronic Sensing
2 - Visual Inspect Pipe Sumps
4 - Visual Inspect Dispenser Liners
F - Monitor Dbl Wall Tank Space
G - Electronic Line Leak Detector
K - Monitor Dbl Wall Pipe Space
L - Automatic Tank Gauging - Usts

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 10000
Content: Unleaded Gas
Installed: 11/01/1989
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 5
Size: 20000
Content: Unleaded Gas
Installed: 10/01/2008
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
M - Spill Containment Bucket
N - Flow Shut-Off
O - Tight Fill
Piping: C - Fiberglass
F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
Monitoring: 1 - Continuous Electronic Sensing
2 - Visual Inspect Pipe Sumps
4 - Visual Inspect Dispenser Liners
F - Monitor Dbl Wall Tank Space
G - Electronic Line Leak Detector
K - Monitor Dbl Wall Pipe Space
L - Automatic Tank Gauging - Usts

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 10000
Content: Unleaded Gas
Installed: 11/01/1989
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 4
Size: 10000
Content: Unleaded Gas
Installed: 11/01/1989
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 10000
Content: Unleaded Gas
Installed: 11/01/1989
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

9	1 of1	NW	0.23 / 1,211.30	41.10 / 14	1212 E. SR 434 DEBRIS STAGING AREA 1212 E. SR 434 WINTER SPRINGS FL 32708	SWF/LF

Facility ID: 98367
Fac Type (Geodata): Solid Waste
Fac Stat (Geodata): Inactive
Status Dt (Geodat): 2023/01/01 00:00:00+00
Ownership (Geodat): County
Zip4 (Geodata):
Zip5 (Geodata): 32708
District (Geodata): CD
Office (Geodata):
Resp Authority:
RA Address:
City1:
RA State:
Zip1:
RA Phone No.:
RA Email:
Site Supervisor:
SS Address:
City 1:
SS State:
Zip 1:
SS Phone No:
SS Email:
Land Owner:

District: CD
Section:
Township:
Range:
County ID (Geodat): 59
County (Geodata): Seminole
County: SEMINOLE
Latitude: 28:41:41
Longitude: 81:15:35

LO Address:
City 2:
LO State:
Zip 2:
LO Phone No:
Facility Name (Geodata): 1212 E. SR 434 DEBRIS STAGING AREA
Address (Geodata): 1212 E. SR 434
City (Geodata): Winter Springs
Documents (Geodata): https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/98367/gis-facility!search
Reports (Geodata): https://fldep.dep.state.fl.us/WWW_WACS/Reports/SW_Facility_Inventory_res2.asp?wacsid=98367
Info Portal Facility URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=98367
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=98367&CAT=8
Data Source: Solid Waste Facility Inventory Report; Florida DEP Geospatial Open Data

Class details

Class: DISASTER DEBRIS MANAGEMENT SITE
Class Status: INACTIVE (I)

Solid Waste Facility Inventory Geospatial Open Data

Object of Interest: Waste Processing Area
Accuracy Level: 6
Accuracy: 50 - 999.99 meters
QA Status: Not Reviewed
Datum ID: NAD83
X: 667229.674899825
Y: 523918.139000343
Lat DD: 28
Lat MM: 41
Lat SS:
Long DD: 81
Long MM: 15
Long SS:
Class: DISASTER DEBRIS MANAGEMENT SITE
Class Status: Inactive
Proximity ID: Approximate feature location
Coord Method ID: Unknown method

Solid Waste Facility Inventory Geospatial Open Data

Object of Interest: Facility
Accuracy Level: 6
Accuracy: 50 - 999.99 meters
QA Status: Not Reviewed
Datum ID: NAD83
X: 667229.674899825
Y: 523918.139000343
Lat DD: 28
Lat MM: 41
Lat SS:
Long DD: 81
Long MM: 15
Long SS:
Class:
Class Status:
Proximity ID: Approximate feature location
Coord Method ID: Unknown method

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10 | **1 of2** | **SSW** | **0.26 / 1,360.53** | **42.26 / 15** | **L D PLANTE INC**
2950 RAILROAD AVENUE
OVIEDO FL 32765 | **INST**

Facility ID No: STCM-8520795
Site ID: ERIC_7080
Boundary Key: 2
OIC Obj Inter ID: SWIM
VSC1 Verif Stat ID: REVIEWED
Control ID: IC-756
Begin Date: 4/21/2014
Previous Publish?: Yes
Site WMD: SJRWMD
Site Prog Type Key:
Site Dep Office: CD
Site ZIP4:
Site Name: L.D.PLANTE
All Site Names: L.D.PLANTE
Horizontal Referen: HARN
CMC2 Coord Meth ID: CSUR
PC2 Proximity ID: EXACT
Create User Name: ERIC_INIT_ICR_LOAD
Create Date/Time: 11/29/2018
Modify User Name: WILLIAMS_CA
Modify Date/Time: 1/14/2021
Collector User Nm: ERIC_INIT_ICR_LOAD
Collection Date: 11/29/2018
Area: 0
Len: 0

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Site Managing Progr:
Control Name: L.D.PLANTE
Mechanism Counties: Seminole, Seminole, Seminole
Mechanism Category: Recorded ICs, Recorded ICs, Recorded ICs
Mechanism Types: Declaration of Restrictive Covenant, Declaration of Restrictive Covenant, Declaration of Restrictive Covenant
Mechanism Book No: 08246, 8246, 9347
Mechanism Page No: 1188, 1188-1192, 320
Mechanism Instr No:
Mechanism Effec Dt: 02-MAY-19, 21-APR-14, 21-APR-14
Restrictions: Dewatering, Digging, Groundwater Use, Soil Exposure, Stormwater Features
Contaminated Media: Groundwater, Soil
Contaminations: Aldrin, Antimony, Arsenic, Benzo(a)pyrene, Benzo(a)pyrene Equivalents, Benzo(b)fluoranthene, Cadmium, Chlordane (total), Chromium (total), Dibenz(a,h)anthracene, Dichloroethane, 1,1-, Dichloroethene, 1,1-, Dieldrin, Indeno(1,2,3-cd)pyrene, Isophorone, Lead, Mercury, Naphthalene, PCBs, PCE, PhOH, TCE, Total Xylenes, VOA-Volatile Organic Aromatics-Legacy
Engineering Controls: None, Permeable cap
Site Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_7080/gis-facility!search
Description: GROUNDWATER USE RESTRICTION
Comments:

10	2 of2	SSW	0.26 / 1,360.53	42.26 / 15	**L D PLANTE INC** **2950 RAILROAD AVENUE** **OVIEDO FL 32765**	ENG

Facility ID No: STCM-8520795
Site ID: ERIC_7080
Boundary Key: 2
OIC Obj Inter ID: SWIM
VSC1 Verif Stat ID: REVIEWED
Control ID: IC-756
Begin Date: 4/21/2014
Previous Publish?: Yes
Site WMD: SJRWMD
Site Prog Type Key:
Site Dep Office: CD
Site ZIP4:
Horizontal Referen: HARN
CMC2 Coord Meth ID: CSUR
PC2 Proximity ID: EXACT
Create User Name: ERIC_INIT_ICR_LOAD
Create Date/Time: 11/29/2018
Modify User Name: WILLIAMS_CA
Modify Date/Time: 1/14/2021
Collector User Nm: ERIC_INIT_ICR_LOAD
Collection Date: 11/29/2018
Area: 0
Len: 0
Site Name: L.D.PLANTE
All Site Names: L.D.PLANTE
Site Managing Progr:
Control Name: L.D.PLANTE
Mechanism Counties: Seminole, Seminole, Seminole
Mechanism Category: Recorded ICs, Recorded ICs, Recorded ICs
Mechanism Types: Declaration of Restrictive Covenant, Declaration of Restrictive Covenant, Declaration of Restrictive Covenant
Mechanism Book No: 08246, 8246, 9347
Mechanism Page No: 1188, 1188-1192, 320
Mechanism Instr No:
Mechanism Effec Dt: 02-MAY-19, 21-APR-14, 21-APR-14
Restrictions: Dewatering, Digging, Groundwater Use, Soil Exposure, Stormwater Features
Contaminated Media: Groundwater, Soil
Contaminations: Aldrin, Antimony, Arsenic, Benzo(a)pyrene, Benzo(a)pyrene Equivalents, Benzo(b)fluoranthene, Cadmium, Chlordane (total), Chromium (total), Dibenz(a,h)anthracene, Dichloroethane, 1,1-, Dichloroethene, 1,1-, Dieldrin, Indeno(1,2,3-cd)pyrene, Isophorone, Lead, Mercury, Naphthalene, PCBs, PCE, PhOH, TCE, Total Xylenes, VOA-Volatile Organic Aromatics-Legacy
Engineering Controls: None, Permeable cap
Site Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_7080/gis-facility!search
Description: GROUNDWATER USE RESTRICTION
Comments:

11	1 of1	WSW	0.30 / 1,602.74	40.72 / 14	**HI-FLAVOR MEATS INC** **401 TUSKAWILLA RD** **WINTER SPRINGS FL 32308**	STCS

Facility ID: 8520784
Type: C - Fuel User/Non-Retail
Status: Closed
Clnup Cd (OD):
Fac Clnup Stat (OD):
Clnup Dt (OD):

Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	CLOSED	**Contam (Map):**	
Fac Code (OD):	C	**Fac Type (Map):**	Fuel user/Non-retail
Fac Type (OD):	Fuel user/Non-retail	**Fac Stat (Map):**	CLOSED
Fac Name (OD):	HI-FLAVOR MEATS INC		
Address (OD):	401 TUSKAWILLA RD		
City (OD):	WINTER SPRINGS		
County (OD):	SEMINOLE		
Zip5 (OD):	32308		
Name (Map):	HI-FLAVOR MEATS INC		
Address (Map):	401 TUSKAWILLA RD		
City (Map):	WINTER SPRINGS		
County (Map):	59		
Zip4 (Map):	0		
Zip5 (Map):	32308		
Address Line 1:	401 Tuskawilla Rd		
Address Line 2:			
City:	Winter Springs		
County:	SEMINOLE		
State:	FL		
Zip:	32308		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM)(OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM)(Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	9155	**Map Src:**	1994 doqs
X:	-81.2629469166686	**Map Scale:**	2021
Y:	28.6928577500029	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	PERRY_JF59	**El Units:**	
Col Date:	21-Jul-2003	**ALB East:**	666919.85
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	523704.15
Ver Meth:	DPHO	**Loc ID:**	18606
Ver Name:	PERRY_JF59	**Lat DD:**	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Date:	21-Jul-2003	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	81
Rel Feat:	APPRX	**Long MM:**	15
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	CONTRACTOR		
Ver Aff:	CONTRACTOR		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8520784/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	18606	**Rel Feat:**	APPRX
Site Type:	Fuel user/Non-retail	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	4076443720	**El Units:**	
Operator:	ROBBIE ONDICK	**Map Src:**	1994 doqs
Next action:		**Map Scale:**	2021
Fin Respon:		**Coord Acc:**	4
Office:	CD	**Alb East:**	666919.85
OOIC:	FACILITY	**Alb North:**	523704.15
Col Meth:	DPHO	**Datum:**	HARN
Col Name:	PERRY_JF59	**Elevation:**	
Col Date:	7/21/2003	**Lat DD:**	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	PERRY_JF59	**Long DD:**	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	15
Ver Date:	7/21/2003	**Long SS:**	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Object ID:	18606
Col Aff:	CONTRACTOR
Ver Aff:	CONTRACTOR
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8520784/gis-facility!search

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Hi-Flavor Meats Inc 401 Tuskawilla Rd Winter Springs, FL 32308
LL Method:	DPHO - Autonomous GPS
Account Owner:	Hi Flavor Meats Inc
Contact:	Robbie Ondick
Phone:	407-644-3720
District:	CD
County 1:	59 - Seminole
Latitude:	28:41:34.2879
Longitude:	81:15:46.6089

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	1
Size:	1000
Content:	Vehicular Diesel
Installed:	
Placement:	ABOVE
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
12	1 of5	NW	0.32 / 1,666.62	44.65 / 18	HANDY WAY FOOD STORE #3333 170 TUSCAWILLA RD WINTER SPRINGS FL 32708-3715	LST

Facility ID:	8516641	**Score:**	56
Facility Status:	CLOSED	**Score Effctve Date:**	02/01/2013
Facility Type:	A - Retail Station	**Score when Ranked:**	76
Feature:		**Facility Name:**	HANDY WAY FOOD STORE #3333
Method:	DPHO	**Address1:**	170 TUSCAWILLA RD
Rank:	556	**Address2:**	
Operator:	BRENT PUZAK	**City:**	WINTER SPRINGS
Phone:	(904)327-1217	**State:**	FL
Name Changed:		**Zip5:**	32708
Address Changed:	08/29/2000	**Zip4:**	3715
Prim Related Party:	10563	**District:**	CD
Primary RP Role:	ACCOUNT OWNER	**County:**	SEMINOLE
RP Begin Date:	05/03/1999	**County No:**	59
RP Name:	THE PANTRY INC	**Datum:**	0
RP Address1:	305 Gregson Dr	**Lat DD:**	28
RP Address2:	ATTN: STORAGE TANK REGIS	**Lat MM:**	41
RP City:	Cary	**Lat SS:**	47.7907
RP State:	NC	**Long DD:**	81
RP Zip5:	27511	**Long MM:**	15
RP Zip4:	6496	**Long SS:**	47.2791
Contact:	BRENT PUZAK | RAMON INCIONG (386) 916-6267	**Section:**	036
RP Phone:	(919)774-6700	**Township:**	020
RP Phone Ext.:	6549	**Range:**	030
RP Bad Addr Ind:	No		

Facility ID (Map):	8516641
Facility Type (Map):	Retail Station
Facility Status (Map):	CLOSED
Facility Name (Map):	HANDY WAY FOOD STORE #3333
Address (Map):	170 TUSCAWILLA RD
City (Map):	WINTER SPRINGS

Zip5 (Map):	32708
County (Map):	SEMINOLE
Lat DD (Map):	28
Lat MM (Map):	41
Lat SS (Map):	
Long DD (Map):	81
Long MM (Map):	15
Long SS (Map):	
Datum (Map):	HARN
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	DPHO
Collector (Map):	PERRY_JF59
Collection Date (Map):	10/14/2003
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8516641/facility!search
Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8516641&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8516641
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8516641/facility!search
Source:	DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date:	08/07/2000
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Discharge Cleanup Stat Date:	10/02/2013
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	PRESS_DM
Site Manager End Date:	09/10/2013
Tank Office:	PCLP48 - ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV

Contaminated Media

Contaminated Drinking Wells:	
Contaminated Mntring Wells:	
Contaminated Soil:	
Contaminated Surface Water:	
Contaminated Ground Water:	YES
Pollutant:	B - Unleaded Gas
Other Description:	
Gallons Discharged:	

Petroleum Cleanup Program Eligibility

Cleanup Program:	S - SITE REHABILITATION FUNDING AGREEMENT
Eligibility Status:	NOT ELIGIBLE

Task Info

SA Task ID:	91160	***SR Soil Treatment:***	
SA Cleanup Resp:	-	***SR Other Treatment:***	
SA Actual Cost:		***SR Alt Proc Rec:***	
SA Complete Date:		***RAP Task ID:***	
SA Payment Date:		***RAP Clean Resp ID:***	-
SR Task ID:		***RAP Actual Cost:***	
SR Cleanup Resp:	-	***RAP Complete Date:***	
SR Actual Cost:		***RAP Payment Date:***	
SR Complete Date:		***RAP Last Ord Appr:***	
SR Payment Date:		***RA Task ID:***	90612
SR Oral Date:		***RA Cleanup Resp:***	ST - STATE
SR Written Date:		***RA Yrs to Complete:***	0
SR Soil Removal:		***RA Actual Cost:***	
SR Free Prod Rmvl:		***Tank Office:***	PCLP48 - Orange County

SR Soil Ton Remove:
SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: NFA - NO FURTHER ACTION
SRC Submit Date: 6/19/2013
SRC Review Date: 07-10-2013
SRC Complete Status: A - APPROVED
SRC Comp Status Dt: 07-10-2013
SRC Issue Date: 10-02-2013
SRC Comments:

Discharge Cleanup Summary

Discharge Date: 09/28/1987
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Discharge Cleanup Stat Date: 10/02/2013
Eligibility Indicator: E - ELIGIBLE
Site Manager: PRESS_DM
Site Manager End Date: 09/10/2013
Tank Office: PCLP48 - ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV

Contaminated Media

Contaminated Drinking Wells: 0
Contaminated Mntring Wells: NO
Contaminated Soil: YES
Contaminated Surface Water: NO
Contaminated Ground Water: YES
Pollutant: A - Leaded Gas
Other Description:
Gallons Discharged:

Petroleum Cleanup Program Eligibility

Cleanup Program: E - EARLY DETECTION INCENTIVE
Eligibility Status: ELIGIBLE

Task Info

SA Task ID: 23272
SA Cleanup Resp: RP - RESPONSIBLE PARTY
SA Actual Cost:
SA Complete Date: 01-17-1997
SA Payment Date:
SR Task ID: 23271
SR Cleanup Resp: RP - RESPONSIBLE PARTY
SR Actual Cost:
SR Complete Date:
SR Payment Date:
SR Oral Date:
SR Written Date:
SR Soil Removal: Yes
SR Free Prod Rmvl:
SR Soil Ton Remove:
SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -

SR Soil Treatment: Yes
SR Other Treatment:
SR Alt Proc Rec:
RAP Task ID: 23273
RAP Clean Resp ID: RP - RESPONSIBLE PARTY
RAP Actual Cost:
RAP Complete Date:
RAP Payment Date:
RAP Last Ord Appr:
RA Task ID: 23274
RA Cleanup Resp: ST - STATE
RA Yrs to Complete: 0
RA Actual Cost:
Tank Office: PCLP48 - Orange County

SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	NFA - NO FURTHER ACTION
SRC Submit Date:	6/19/2013
SRC Review Date:	07-10-2013
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	07-10-2013
SRC Issue Date:	10-02-2013
SRC Comments:	

Petroleum Cleanup Funding Cap Encumbrance to Date

FCFS:	$94,480.23
LPSPASM:	$0.00
SPASM:	$0.00
NPDES:	$0.00
Utility 1 Time Payments:	$0.00
All Wo Ta Co Pos Encumbered:	$121,908.70
Wo Ta Co Pos Exclu from Cap:	$0.00
Ttl Amnt Encumbered to Date:	$216,388.93
Ttl Amnt Encumbered Towar:	$216,388.93

Petroleum Cleanup PCT Facility Score

Related Party ID:	10563
RP Contact:	BRENT PUZAK | RAMON INCIONG (386) 916-6267
Facility Cleanup Status:	CMPL - COMPLETED
Bad Address Indicator:	N

Discharge Info (Map)

Discharge:	53111	***Eligibility:***	ELIGIBLE
Discharge 1:	07-Aug-2000	***Eligibility 1:***	SRFA
Discharge 2:	56	***Report Pha:***	COMPLETED
Discharge 3:	NFA	***Report Sub:***	COMPLETED
General Cl:	CLOSURE	***Report S 1:***	02-Oct-2013
Disch Clea:	02-Oct-2013	***Staff Assi:***	
Tank Offic:	ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV		

Discharge Info (Map)

Discharge:	9778	***Eligibility:***	ELIGIBLE
Discharge 1:	28-Sep-1987	***Eligibility 1:***	EDI
Discharge 2:	56	***Report Pha:***	COMPLETED
Discharge 3:	NFA	***Report Sub:***	COMPLETED
General Cl:	CLOSURE	***Report S 1:***	02-Oct-2013
Disch Clea:	02-Oct-2013	***Staff Assi:***	
Tank Offic:	ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV		

AST UST Discharges

Dep Co:	P	***Long MM:***	15
CU Req:	R	***Long SS:***	47.02
Score:	00056	***Stat Desc:***	NFA COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	HANDY WAY FOOD STORE #3333
Discharge Date:	28-SEP-87	***Fac Type:***	A
Score Date:	01-FEB-2013	***Type Desc:***	Retail Station
Stat Date:	02-OCT-2013	***Fac Addr:***	170 TUSCAWILLA RD
LL Meth:	DPHO	***Fac City:***	WINTER SPRINGS
Lat DD:	28	***Fac Zip:***	32708
Lat MM:	41	***County:***	59
Lat SS:	47.98	***Fac State:***	CLOSED

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Long DD:	81	**Fac Phone:**	9043271217
Prg Desc:	EARLY DETECTION INCENTIVE		

AST UST Discharges

Dep Co:	P	**Long MM:**	15
CU Req:	R	**Long SS:**	47.02
Score:	00056	**Stat Desc:**	NFA COMPLETE
Descrip:	CLEANUP REQUIRED	**Fac Name:**	HANDY WAY FOOD STORE #3333
Discharge Date:	07-AUG-00	**Fac Type:**	A
Score Date:	01-FEB-2013	**Type Desc:**	Retail Station
Stat Date:	02-OCT-2013	**Fac Addr:**	170 TUSCAWILLA RD
LL Meth:	DPHO	**Fac City:**	WINTER SPRINGS
Lat DD:	28	**Fac Zip:**	32708
Lat MM:	41	**County:**	59
Lat SS:	47.98	**Fac State:**	CLOSED
Long DD:	81	**Fac Phone:**	9043271217
Prg Desc:	SITE REHABILITATION FUNDING AGREEMENT		

Eligible Discharges

Program:	SRFA
Current Status:	CLOSED
Discharge Date:	08/07/2000
Score:	56
Facility:	HANDY WAY FOOD STORE #3333
Address:	170 TUSCAWILLA RD
City:	WINTER SPRINGS
Zip:	32708
County:	SEMINOLE
Owner:	THE PANTRY INC
Owner Address:	305 Gregson Dr
Owner City:	Cary
Owner State:	NC
Owner Zip:	27511
Owner Phone:	(919)774-6700
Owner Email:	GBIGGS@CIRCLEK.COM

Eligible Discharges

Program:	EDI
Current Status:	CLOSED
Discharge Date:	09/28/1987
Score:	56
Facility:	HANDY WAY FOOD STORE #3333
Address:	170 TUSCAWILLA RD
City:	WINTER SPRINGS
Zip:	32708
County:	SEMINOLE
Owner:	THE PANTRY INC
Owner Address:	305 Gregson Dr
Owner City:	Cary
Owner State:	NC
Owner Zip:	27511
Owner Phone:	(919)774-6700
Owner Email:	GBIGGS@CIRCLEK.COM

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
12	2 of5	NW	0.32 / 1,666.62	44.65 / 18	HANDY WAY FOOD STORE #3333 170 TUSCAWILLA RD WINTER SPRINGS FL 32708	DEL CONTAM SITE

Prgm Site ID:	8516641	**Record Date:**	
Remedi Status:	ACTIVE	**County:**	SEMINOLE
Priority Score:	76	**Method:**	DPHO
Program Area:	Petroleum	**Datum:**	HARN

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Program Eligible:	Y	**Lat DD:**	28
Ineligible:		**Lat MM:**	41
Offsite Contam:	N	**Lat SS:**	47.7907
Dt Known Offsite:		**Long DD:**	81
Proj Manager:	SCHMIDT_JD	**Long MM:**	15
Office District:	PCLP59	**Long SS:**	47.2791
Original Source:	CS		
Record Date:	31-MAR-2015		

12	3 of5	NW	0.32 / 1,666.62	44.65 / 18	HANDY WAY FOOD STORE #3333 170 TUSCAWILLA RD WINTER SPRINGS FL 32708	DWM CONTAM

Facility ID:	8516641	**Contact:**	
Site ID:		**Phone:**	
Program Area:	Petroleum	**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:		**Primary RP Role:**	
Ftc1 Fac Type ID:		**RP Begin Date:**	
Stcm Facility Type:		**RP Address1:**	
District:		**RP Address2:**	
Site Status:		**RP City:**	
Section:		**RP State:**	
Township:		**RP Zip5:**	
County:	SEMINOLE	**RP Zip4:**	
Range:		**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:			
Description:			

Program Details

Facility Status:	ACTIVE	**Staff Assigned:**	
Offsite Contam:	N	**Priority:**	
Priority Score:	76	**Score Effective Dt:**	
Project Coordinato:	SCHMIDT_JD	**Score When Ranked:**	
Program Eligible:	Y	**District:**	PCLP59
Ineligible:		**Datum:**	HARN
Program Area:		**Method:**	DPHO
Site Manager:		**Lat DD:**	28
Discharge Date:		**Lat MM:**	41
Discharge Eligibil:		**Lat SS:**	47.7907
Eligibility Progrm:		**Long DD:**	81
Cleanup Status:		**Long MM:**	15
Closure Type:		**Long SS:**	47.2791
Closure Date:			

12	4 of5	NW	0.32 / 1,666.62	44.65 / 18	HANDY WAY FOOD STORE #3333 170 TUSCAWILLA RD WINTER SPRINGS FL 32708	STCS

Facility ID:	8516641	**Clnup Cd (OD):**	CMPL
Type:	A - Retail Station	**Fac Clnup Stat (OD):**	COMPLETED
Status:	Closed	**Clnup Dt (OD):**	2014/03/23
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	CLOSED	**Contam (Map):**	
Fac Code (OD):	A	**Fac Type (Map):**	Retail Station
Fac Type (OD):	Retail Station	**Fac Stat (Map):**	CLOSED
Fac Name (OD):	HANDY WAY FOOD STORE #3333		
Address (OD):	170 TUSCAWILLA RD		
City (OD):	WINTER SPRINGS		

County (OD):	SEMINOLE
Zip5 (OD):	32708
Name (Map):	HANDY WAY FOOD STORE #3333
Address (Map):	170 TUSCAWILLA RD
City (Map):	WINTER SPRINGS
County (Map):	59
Zip4 (Map):	3715
Zip5 (Map):	32708
Address Line 1:	170 Tuscawilla Rd
Address Line 2:	
City:	Winter Springs
County:	SEMINOLE
State:	FL
Zip:	32708- 3715
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM)(OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM)(Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID:	8104	**Map Src:**	1999 doqs
X:	-81.2631330833355	**Map Scale:**	1010
Y:	28.6966085277811	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	PERRY_JF59	**El Units:**	
Col Date:	14-Oct-2003	**ALB East:**	666892.46
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	524120.18
Ver Meth:	DPHO	**Loc ID:**	18725
Ver Name:	WOEBER_A	**Lat DD:**	28
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Date:	08-Jun-2005	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	81
Rel Feat:	EXACT	**Long MM:**	15
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	CONTRACTOR		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PR		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8516641/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	18725	**Rel Feat:**	EXACT
Site Type:	Retail Station	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	9043271217	**El Units:**	
Operator:	BRENT PUZAK	**Map Src:**	1999 doqs
Next action:	PLACARD 04-AUG-2000	**Map Scale:**	1010
Fin Respon:		**Coord Acc:**	4
Office:	CD	**Alb East:**	666892.46
OOIC:	FACILITY	**Alb North:**	524120.18
Col Meth:	DPHO	**Datum:**	HARN
Col Name:	PERRY_JF59	**Elevation:**	
Col Date:	10/14/2003	**Lat DD:**	28
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	41
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WOEBER_A	**Long DD:**	81
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	15
Ver Date:	6/8/2005	**Long SS:**	
Object ID:	18725		
Col Aff:	CONTRACTOR		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PR		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8516641/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name: Handy Way Food Store #3333
170 Tuscawilla Rd
Winter Springs, FL 32708- 3715
LL Method: DPHO - Digital Aerial Photography with Ground Control
Account Owner: The Pantry Inc
Contact: Brent Puzak
Phone: 904-327-1217
District: CD
County 1: 59 - Seminole
Latitude: 28:41:47.7907
Longitude: 81:15:47.2791

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 4
Size: 10000
Content: Unleaded Gas
Installed: 05/01/1982
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 5
Size: 10000
Content: Unleaded Gas
Installed: 04/01/1995
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 10000
Content: Unleaded Gas
Installed: 05/01/1982
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 10000
Content: Unleaded Gas
Installed: 05/01/1982
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Tank No:	3
Size:	12000
Content:	Unleaded Gas
Installed:	04/01/1995
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
12	5 of5	NW	0.32 / 1,666.62	44.65 / 18	HANDY WAY FOOD STORE #3333 170 TUSCAWILLA RD WINTER SPRINGS FL 32708	DWM CONTAM

Facility ID:	8516641	**Contact:**	
Site ID:	8516641	**Phone:**	
Program Area:		**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:	59	**Primary RP Role:**	
Ftc1 Fac Type ID:	A	**RP Begin Date:**	
Stcm Facility Type:	A	**RP Address1:**	
District:	CD	**RP Address2:**	
Site Status:		**RP City:**	
Section:	36	**RP State:**	
Township:	20	**RP Zip5:**	
County:	Seminole	**RP Zip4:**	
Range:	30	**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:	HANDY WAY FOOD STORE #3333		
Description:	Retail Station		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:	56	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	DPHO
Site Manager:		**Lat DD:**	28
Discharge Date:	8/7/2000	**Lat MM:**	41
Discharge Eligibil:	E	**Lat SS:**	47.98
Eligibility Progrm:	SRFA	**Long DD:**	81
Cleanup Status:	CLOSED-STCM	**Long MM:**	15
Closure Type:	NFA	**Long SS:**	47.02
Closure Date:	10/2/2013		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:	56	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	DPHO
Site Manager:		**Lat DD:**	28
Discharge Date:	9/28/1987	**Lat MM:**	41
Discharge Eligibil:	E	**Lat SS:**	47.98
Eligibility Progrm:	EDI	**Long DD:**	81
Cleanup Status:	CLOSED-STCM	**Long MM:**	15

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Closure Type: NFA
Closure Date: 10/2/2013
Long SS: 47.02

---

13 | **1 of1** | **SW** | **0.41 / 2,168.64** | **46.66 / 20** | **TUSKAWILLA CROSSINGS DISASTER DEBRIS MANAGEMENT SITE**
395 TUSKAWILLA RD
WINTER SPRINGS FL 32708 | **SWF/LF**

Facility ID: 104855
Fac Type (Geodata): Solid Waste
Fac Stat (Geodata): Inactive
Status Dt (Geodat): 2018/01/22 00:00:00+00
Ownership (Geodat): Private
Zip4 (Geodata): 3710
Zip5 (Geodata): 32708
District (Geodata): CD
Office (Geodata): Seminole
Resp Authority:
RA Address:
City1:
RA State:
Zip1:
RA Phone No.:
RA Email:
Site Supervisor:
SS Address:
City 1:
SS State:
Zip 1:
SS Phone No:
SS Email:
Land Owner:
LO Address:
City 2:
LO State:
Zip 2:
LO Phone No:

District: CD
Section:
Township:
Range:
County ID (Geodat): 59
County (Geodata): Seminole
County: SEMINOLE
Latitude: 28:41:37.4955
Longitude: 81:15:44.14

Facility Name (Geodata): TUSKAWILLA CROSSINGS DISASTER DEBRIS MANAGEMENT SITE
Address (Geodata): 395 TUSKAWILLA RD
City (Geodata): Winter Springs
Documents (Geodata): https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/104855/gis-facility!search
Reports (Geodata): https://fldep.dep.state.fl.us/WWW_WACS/Reports/SW_Facility_Inventory_res2.asp?wacsid=104855
Info Portal Facility URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=104855
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=104855&CAT=8
Data Source: Solid Waste Facility Inventory Report; Florida DEP Geospatial Open Data

Class details

Class: DISASTER DEBRIS MANAGEMENT SITE
Class Status: INACTIVE (I)

Solid Waste Facility Inventory Geospatial Open Data

Object of Interest: Facility
Accuracy Level: 3
Accuracy: 1.1 - 10 meters
QA Status: Reviewed
Datum ID: NAD83
X: 666984.526199825
Y: 523804.558000341
Class:
Class Status:
Proximity ID: Approximate feature location
Coord Method ID: Digital Aerial Photography

Lat DD: 28
Lat MM: 41
Lat SS:
Long DD: 81
Long MM: 15
Long SS:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Solid Waste Facility Inventory Geospatial Open Data

Object of Interest:	Waste Processing Area	***Lat DD:***	28
Accuracy Level:	3	***Lat MM:***	41
Accuracy:	1.1 - 10 meters	***Lat SS:***	
QA Status:	Reviewed	***Long DD:***	81
Datum ID:	NAD83	***Long MM:***	15
X:	666984.525099825	***Long SS:***	
Y:	523804.558200346		
Class:	DISASTER DEBRIS MANAGEMENT SITE		
Class Status:	Inactive		
Proximity ID:	Approximate feature location		
Coord Method ID:	Digital Aerial Photography		

14	*1 of1*	*ESE*	*0.77 / 4,071.78*	*14.88 / -12*	***SULLIVAN MATERIALS - TUSCAWILLA UNITS SEMINOLE COUNTY WINTER SPRINGS FL 32708***	*MRDS*

Dep ID:	10306524	***I1:***	77
Dev Status:	PRODUCER	***Latitude:***	28.690125
Code List:	SD	***Longitude:***	-81.246399
Url:	http://mrdata.usgs.gov/mrds/show-mrds.php?dep_id=10306524		

Commodity

I1:	19	***Line:***	1
Code:	SD	***Inserted By:***	woodruff
Commodity:	Sand	***Insert Date:***	03-JUL-2003 15:08:22
Commodity Type:	Non-metallic	***Updated By:***	
Commodity Group:	Sand	***Update Date:***	
Importance:	Primary		

Names

I1:	29	***Inserted By:***	woodruff
Status:	Current	***Insert Date:***	03-JUL-03
Site Name:	Sullivan Materials - Tuscawilla Uni	***Updated By:***	
Line:	1	***Update Date:***	

Unplottable Summary

Total: 3 Unplottable sites

DB	Company Name/Site Name	Address	City	Zip	ERIS ID
DWM CONTAM	SCRIMSHER PARCEL	E SR 434 ***Facility ID:*** 138637	WINTER SPRINGS, FL	32708	895371120
ERNS		COUNTRY RD 419 STATE RD 434 ***NRC Report No:*** 966050	WINTERSPRINGS FL		807030320
FINDS/FRS	GRACIA COMMUNITY CHURCH	EAST 434 STATE ROAD ***Registry ID:*** 110071663111	WINTER SPRINGS FL	32708	923379010

Unplottable Report

Site: ***SCRIMSHER PARCEL***
E SR 434 WINTER SPRINGS, FL 32708

DWM CONTAM

Facility ID:	138637	***Contact:***	
Site ID:	ERIC_11188	***Phone:***	
Program Area:		***Method:***	
Facility Type:		***Datum:***	
Fac Type:		***Related Party ID:***	
County ID:	59	***Primary RP Role:***	
Ftc1 Fac Type ID:		***RP Begin Date:***	
Stcm Facility Type:	FIESTA	***RP Address1:***	
District:	CD	***RP Address2:***	
Site Status:		***RP City:***	
Section:		***RP State:***	
Township:		***RP Zip5:***	
County:	Seminole	***RP Zip4:***	
Range:		***RP Phone:***	
Rank:		***RP Extension:***	
Operator:		***RP Bad Addr Ind:***	
Name Changed:		***RP Name:***	
Addr Changed:			
Facility Name:	SCRIMISHER PARCEL		
Description:			

Program Details

Facility Status:		***Staff Assigned:***	
Offsite Contam:		***Priority:***	
Priority Score:		***Score Effective Dt:***	
Project Coordinato:		***Score When Ranked:***	
Program Eligible:		***District:***	
Ineligible:		***Datum:***	NAD83
Program Area:	RESPONSPARTY	***Method:***	DPHO
Site Manager:	George Houston	***Lat DD:***	28
Discharge Date:		***Lat MM:***	41
Discharge Eligibil:		***Lat SS:***	37.4926
Eligibility Progrm:		***Long DD:***	81
Cleanup Status:	Closed-ERIC	***Long MM:***	15
Closure Type:		***Long SS:***	38.2828
Closure Date:			

Site:
COUNTRY RD 419 STATE RD 434 WINTERSPRINGS FL

ERNS

NRC Report No:	966050	***Latitude Degrees:***	
Type of Incident:	FIXED	***Latitude Minutes:***	
Incident Cause:	UNKNOWN	***Latitude Seconds:***	
Incident Date:	29-Jan-2011 21:15:00	***Longitude Degrees:***	
Incident Location:		***Longitude Minutes:***	
Incident Dtg:	OCCURRED	***Longitude Seconds:***	
Distance from City:		***Lat Quad:***	
Distance Units:		***Long Quad:***	
Direction from City:		***Location Section:***	
Location County:	SEMINOLE	***Location Township:***	
Potential Flag:	Yes	***Location Range:***	
Year:	Year 2011 Reports		
Description of Incident:	CALLER IS REPORTING THAT A SCRAP YARD NEAR HIS HOME HAD A FIRE DUE TO AN UNKNOWN CAUSE AND HE IS CONCERNED ABOUT THE CHEMICALS THAT MIGHT BE RELEASED. CALLER STATED THAT THE FIRE SEEMS TO BE UNDER CONTROL HOWEVER BLACK SMOKE IS COVERING THE SKY.		

Material Spill Information

Chris Code:	UNK	***Unit of Measure:***	UNKNOWN AMOUNT
CAS No:	000000-00-0	***If Reached Water:***	UNKNOWN
UN No:		***Amount in Water:***	0
Name of Material:	UNKNOWN MATERIAL	***Unit Reach Water:***	UNKNOWN AMOUNT
Amount of Material:	0		

Calls Information

Date Time Received:	29-Jan-2011 22:51:03	***Responsible City:***	WINTERSPRINGS
Date Time Complete:	29-Jan-2011 23:01:42	***Responsible State:***	FL
Call Type:	INC	***Responsible Zip:***	
Resp Company:	419 SCRAP YARD	***Source:***	TELEPHONE
Resp Org Type:	PRIVATE ENTERPRISE		

Incident Information

Tank ID:		***Building ID:***	
Tank Regulated:	U	***Location Area ID:***	
Tank Regulated By:		***Location Block ID:***	
Capacity of Tank:		***OCSG No:***	
Capacity Tank Units:		***OCSP No:***	
Description of Tank:		***State Lease No:***	
Actual Amount:		***Pier Dock No:***	
Actual Amount Units:		***Berth Slip No:***	
Tank Above Ground:	ABOVE	***Brake Failure:***	U
NPDES:		***Airbag Deployed:***	U
NPDES Compliance:	U	***Transport Contain:***	U
Init Contin Rel No:		***Location Subdiv:***	
Contin Rel Permit:		***Platform Rig Name:***	
Contin Release Type:		***Platform Letter:***	
Aircraft ID:		***Allision:***	U
Aircraft Runway No:		***Type of Structure:***	
Aircraft Spot No:		***Structure Name:***	
Aircraft Type:		***Structure Oper:***	U
Aircraft Model:		***Transit Bus Flag:***	
Aircraft Fuel Cap:		***Date Time Norm Serv:***	
Aircraft Fuel Cap U:		***Serv Disrupt Time:***	
Aircraft Fuel on Brd:		***Serv Disrupt Units:***	
Aircraft Fuel OB U:		***CR Begin Date:***	
Aircraft Hanger:		***CR End Date:***	
Road Mile Marker:		***CR Change Date:***	
Power Gen Facility:	N	***FBI Contact:***	
Generating Capacity:		***FBI Contact Dt Tm:***	
Type of Fixed Obj:	OTHER	***Passenger Handling:***	
Type of Fuel:		***Passenger Route:***	XXX
DOT Crossing No:		***Passenger Delay:***	XXX
DOT Regulated:	U	***Sub Part C Test Req:***	XXX
Pipeline Type:		***Conductor Test:***	
Pipeline Abv Ground:	ABOVE	***Engineer Test:***	
Pipeline Covered:	U	***Trainman Test:***	
Exposed Underwater:	N	***Yard Foreman Test:***	
Railroad Hotline:		***RCL Operator Test:***	
Railroad Milepost:		***Brakeman Test:***	
Grade Crossing:	U	***Train Dispat Test:***	
Crossing Device Ty:		***Signalman Test:***	
Ty Vehicle Involved:		***Oth Employee Test:***	
Device Operational:	U	***Unknown Test:***	

Incident Details Information

Release Secured:	U	***State Agen Report No:***	NONE
Release Rate:		***State Agen on Scene:***	NONE
Release Rate Unit:		***State Agen Notified:***	POLICE, FIRE
Release Rate Rate:		***Fed Agency Notified:***	NONE
Est Duration of Rel:		***Oth Agency Notified:***	
Desc Remedial Act:	NONE.	***Body of Water:***	

Fire Involved:	Y	***Tributary of:***	
Fire Extinguished:	U	***Near River Mile Make:***	
Any Evacuations:	N	***Near River Mile Mark:***	
No Evacuated:		***Offshore:***	N
Who Evacuated:		***Weather Conditions:***	CLEAR
Radius of Evac:		***Air Temperature:***	58
Any Injuries:	N	***Wind Direction:***	
No. Injured:		***Wind Speed:***	0
No. Hospitalized:		***Wind Speed Unit:***	
No. Fatalities:		***Water Supp Contam:***	U
Any Fatalities:	N	***Water Temperature:***	
Any Damages:	N	***Wave Condition:***	
Damage Amount:		***Current Speed:***	
Air Corridor Closed:	N	***Current Direction:***	
Air Corridor Desc:		***Current Speed Unit:***	
Air Closure Time:		***EMPL Fatality:***	
Waterway Closed:	N	***Pass Fatality:***	
Waterway Desc:		***Community Impact:***	
Waterway Close Time:		***Passengers Transfer:***	NO
Road Closed:	Y	***Passenger Injuries:***	
Road Desc:	COUNTRY RD 419	***Employee Injuries:***	
Road Closure Time:	2	***Occupant Fatality:***	
Road Closure Units:		***Sheen Size:***	
Closure Direction:	ALL	***Sheen Size Units:***	
Major Artery:	No	***Sheen Size Length:***	
Track Closed:	N	***Sheen Size Length U:***	
Track Desc:		***Sheen Size Width:***	
Track Closure Time:		***Sheen Size Width U:***	
Track Closure Units:		***Sheen Color:***	
Track Close Dir:		***Dir of Sheen Travel:***	
Media Interest:	NONE	***Sheen Odor Desc:***	
Medium Desc:	AIR	***Duration Unit:***	
Addl Medium Info:	ATMOSPHERE	***Additional Info:***	NO ADDITIONAL INFORMATION.

Site: ***GRACIA COMMUNITY CHURCH***
EAST 434 STATE ROAD WINTER SPRINGS FL 32708

FINDS/FRS

Registry ID:	110071663111
FIPS Code:	
HUC Code:	
Site Type Name:	BROWNFIELDS SITE
Location Description:	
Supplemental Location:	
Create Date:	12-MAR-24
Update Date:	
Interest Types:	BROWNFIELDS PROPERTY
SIC Codes:	
SIC Code Descriptions:	
NAICS Codes:	
NAICS Code Descriptions:	
Conveyor:	
Federal Facility Code:	
Federal Agency Name:	
Tribal Land Code:	
Tribal Land Name:	
Congressional Dist No:	
Census Block Code:	
EPA Region Code:	04
County Name:	SEMINOLE
US/Mexico Border Ind:	
Latitude:	
Longitude:	
Reference Point:	
Coord Collection Method:	
Accuracy Value:	
Datum:	NAD83
Source:	
Facility Detail Rprt URL:	https://ofmpub.epa.gov/frs_public2/fii_query_detail.disp_program_facility?p_registry_id=110071663111
Data Source:	Facility Registry Service - Single File
Program Acronyms:	

ACRES:257095

Appendix: Database Descriptions

Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13 and E1527-21, Section 8.1.8 Sources of Standard Source Information:

"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."

Standard Environmental Record Sources

Federal

National Priority List: NPL

Sites on the United States Environmental Protection Agency (EPA)'s National Priorities List of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Apr 22, 2024

National Priority List - Proposed: PROPOSED NPL

Sites proposed by the United States Environmental Protection Agency (EPA), the state agency, or concerned citizens for addition to the National Priorities List (NPL) due to contamination by hazardous waste and identified by the EPA as a candidate for cleanup because it poses a risk to human health and/or the environment. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Apr 22, 2024

Deleted NPL: DELETED NPL

Sites deleted from the United States Environmental Protection Agency (EPA)'s National Priorities List. The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Apr 22, 2024

SEMS List 8R Active Site Inventory: SEMS

The U.S. Environmental Protection Agency's (EPA) Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted. This data includes SEMS sites from the List 8R Active file as well as applicable sites from the EPA's Facility Registry Service map tool.

Government Publication Date: May 22, 2024

SEMS List 8R Archive Sites: SEMS ARCHIVE

The U.S. Environmental Protection Agency's (EPA) Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. This data includes sites from the List 8R Archived site file.

Government Publication Date: May 22, 2024

Inventory of Open Dumps, June 1985: ODI

The Resource Conservation and Recovery Act (RCRA) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257).

Government Publication Date: Jun 1985

EPA Report on the Status of Open Dumps on Indian Lands: IODI

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified congressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities.

Government Publication Date: Dec 31, 1998

Comprehensive Environmental Response, Compensation and Liability Information System - CERCLIS: CERCLIS

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

Government Publication Date: Oct 25, 2013

CERCLIS - No Further Remedial Action Planned: CERCLIS NFRAP

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Government Publication Date: Oct 25, 2013

CERCLIS Liens: CERCLIS LIENS

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA). This database was provided by the United States Environmental Protection Agency (EPA). Refer to SEMS LIEN as the current data source for Superfund Liens.

Government Publication Date: Jan 30, 2014

RCRA CORRACTS-Corrective Action: RCRA CORRACTS

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

Government Publication Date: Apr 8, 2024

RCRA non-CORRACTS TSD Facilities: RCRA TSD

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites that have indicated engagement in the treatment, storage, or disposal of hazardous waste which requires a RCRA hazardous waste permit.

Government Publication Date: Apr 8, 2024

RCRA Generator List: RCRA LQG

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

Government Publication Date: Apr 8, 2024

RCRA Small Quantity Generators List: RCRA SQG

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Government Publication Date: Apr 8, 2024

RCRA Very Small Quantity Generators List: RCRA VSQG

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Very Small Quantity Generators (VSQG) generate 100 kilograms or less per month of hazardous waste, or one kilogram or less per month of acutely hazardous waste. Additionally, VSQG may not accumulate more than 1,000 kilograms of hazardous waste at any time.

Government Publication Date: Apr 8, 2024

RCRA Non-Generators: RCRA NON GEN

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste.

Government Publication Date: Apr 8, 2024

RCRA Sites with Controls: RCRA CONTROLS

List of Resource Conservation and Recovery Act (RCRA) facilities with institutional controls in place. RCRA gives the U.S. Environmental Protection Agency (EPA) the authority to control hazardous waste from the "cradle-to-grave." This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also set forth a framework for the management of non-hazardous solid wastes. The 1986 amendments to RCRA enabled EPA to address environmental problems that could result from underground tanks storing petroleum and other hazardous substances.

Government Publication Date: Apr 8, 2024

Federal Engineering Controls-ECs: FED ENG

List of Engineering controls (ECs) made availabe by the United States Environmental Protection Agency (EPA). ECs encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. The EC listing includes remedy component data from Superfund decision documents for applicable sites on the final or deleted on the National Priorities List (NPL); and sites with a Superfund Alternative Approach (SAA) Agreement in place. The only sites included that are not on the NPL; proposed for NPL; or removed from proposed NPL, are those with an SAA Agreement in place.

Government Publication Date: Jun 26, 2024

Federal Institutional Controls- ICs: FED INST

List of Institutional controls (ICs) made available by the United States Environmental Protection Agency (EPA). ICs are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site. The IC listing includes remedy component data from Superfund decision documents for applicable sites on the final or deleted on the National Priorities List (NPL); and sites with a Superfund Alternative Approach (SAA) Agreement in place. The only sites included that are not on the NPL; proposed for NPL; or removed from proposed NPL, are those with an SAA Agreement in place.

Government Publication Date: Jun 26, 2024

Land Use Control Information System: LUCIS

The LUCIS database is maintained by the U.S. Department of the Navy and contains information for former Base Realignment and Closure (BRAC) properties across the United States.

Government Publication Date: Sep 1, 2006

Institutional Control Boundaries at NPL sites: NPL IC

Boundaries of Institutional Control areas at sites on the United States Environmental Protection Agency (EPA)'s National Priorities List, or Proposed or Deleted, made available by the EPA's Shared Enterprise Geodata and Services (SEGS). United States Environmental Protection Agency (EPA)'s National Priorities List of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy.

Government Publication Date: Apr 22, 2024

Emergency Response Notification System: ERNS 1982 TO 1986

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1982-1986

Emergency Response Notification System: ERNS 1987 TO 1989

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1987-1989

Emergency Response Notification System: ERNS

Database of oil and hazardous substances spill reports made available by the United States Coast Guard National Response Center (NRC). The NRC fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. These data contain initial incident data that has not been validated or investigated by a federal/state response agency.

Government Publication Date: Apr 28, 2024

The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database: FED BROWNFIELDS

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This data is provided by the United States Environmental Protection Agency (EPA) and includes Brownfield sites from the Cleanups in My Community (CIMC) web application.

Government Publication Date: Feb 7, 2024

FEMA Underground Storage Tank Listing: FEMA UST

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

Government Publication Date: Dec 31, 2017

Facility Response Plan: FRP

This listing contains facilities that have submitted Facility Response Plans (FRPs) to the U.S. Environmental Protection Agency (EPA). Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit FRPs. Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments. This listing includes FRP facilities from an applicable EPA FOIA file and Homeland Infrastructure Foundation-Level Data (HIFLD) data file.

Government Publication Date: Jan 9, 2024

Delisted Facility Response Plans: DELISTED FRP

Facilities that once appeared in - and have since been removed from - the list of facilities that have submitted Facility Response Plans (FRP) to EPA. Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit Facility Response Plans (FRPs). Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments.

Government Publication Date: Jan 9, 2024

Historical Gas Stations: HIST GAS STATIONS

This historic directory of service stations is provided by the Cities Service Company. The directory includes Cities Service filling stations that were located throughout the United States in 1930.

Government Publication Date: Jul 1, 1930

Petroleum Refineries: REFN

This list of petroleum refineries is sourced from the U.S. Energy Information Administration (EIA), Refinery Capacity Report. The listing includes operating and idle petroleum refineries (including new refineries under construction) and refineries shut down during the previous year. The geographic area the report covers is the 50 States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and other U.S. possessions. Per the EIA, the facility location data represents the approximate location based on research of publicly available information from sources such as Federal agencies, company websites, and satellite images on public websites.

Government Publication Date: Jun 6, 2024

Petroleum Product and Crude Oil Rail Terminals: BULK TERMINAL

A list of petroleum product and crude oil rail terminals from the U.S. Energy Information Administration (EIA), as well as petroleum terminals sourced from the Federal Communications Commission Data hosted by the Homeland Infrastructure Foundation-Level Database. Data includes operable bulk petroleum product terminals with a total bulk shell storage capacity of 50,000 barrels or more, and/or the ability to receive volumes from tanker, barge, or pipeline; also rail terminals handling the loading and unloading of crude oil with activity between 2017 and 2018. EIA petroleum product terminal data comes from the EIA-815 Bulk Terminal and Blender Report, which includes working, shell in operation, and shell idle for several major product groupings.

Government Publication Date: Jun 6, 2024

LIEN on Property: SEMS LIEN

The U.S. Environmental Protection Agency's (EPA) Superfund Enterprise Management System (SEMS) provides Lien details on applicable properties, such as the Superfund lien on property activity, the lien property information, and the parties associated with the lien.

Government Publication Date: May 22, 2024

Superfund Decision Documents: SUPERFUND ROD

This database contains a list of decision documents for Superfund sites. Decision documents serve to provide the reasoning for the choice of (or) changes to a Superfund Site cleanup plan. The decision documents include completed Records of Decision (ROD), ROD Amendments, Explanations of Significant Differences (ESD) for active and archived sites stored in the Superfund Enterprise Management System (SEMS), along with other associated memos and files. This information is maintained and made available by the U.S. Environmental Protection Agency.

Government Publication Date: Mar 27, 2024

Formerly Utilized Sites Remedial Action Program: DOE FUSRAP

The U.S. Department of Energy (DOE) established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from the Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations. The DOE Office of Legacy Management (LM) established long-term surveillance and maintenance (LTS&M) requirements for remediated FUSRAP sites. DOE evaluates the final site conditions of a remediated site on the basis of risk for different future uses. DOE then confirms that LTS&M requirements will maintain protectiveness.

Government Publication Date: Mar 4, 2017

State

Superfund Waste Cleanup & State-Funded Action Sites: SHWS

List of hazardous waste cleanup sites participating in various federal and state funded cleanup programs. Florida's State-Funded Action Sites and Superfund Waste Cleanup Sites lists are maintained and made available by the Florida Department of Environmental Protection (FDEP). This database is state equivalent CERCLIS.

Government Publication Date: Jul 19, 2024

Delisted State-Funded Action Sites: DELISTED SHWS

This database contains a list of closed hazardous waste sites of various federal and state funded cleanup programs that were removed from the Florida Department of Environmental Protection (FDEP).

Government Publication Date: Jul 19, 2024

ERIC Waste Cleanup: ERIC

Environmental Restoration Integrated Cleanup (ERIC) is a single database for tracking contaminated site cleanup activities in the Florida Department of Environmental Protection (DEP)'s Division of Waste Management (DWM). Includes records from 11 different DEP data systems, allowing tracking of a contaminated site throughout the course of cleanup regardless of which program area took the lead.
Government Publication Date: May 28, 2024

Florida Department of Environmental Protection Cleanup Sites: CLEANUP DEP
The Cleanup Sites layer feeds the FDEP's Contamination Locator Map (CLM). It provides locations and document links for sites currently in the cleanup process and sites awaiting cleanup funding. Cleanup programs include: Brownfields, Petroleum, EPA Superfund (CERCLA), Drycleaning, Responsible Party Cleanup, State Funded Cleanup, State Owned Lands Cleanup and Hazardous Waste Cleanup.
Government Publication Date: May 29, 2024

Waste Cleanup Responsible Party Sites: WCRPS
List of Open, Closed, and Inactive Waste Cleanup Responsible Party sites made available by the Florida Department of Environmental Protection.
Government Publication Date: Apr 11, 2021

Delisted Waste Cleanup Sites: DELISTED WCP
List of sites which once appeared on - and have since been removed from - the list of Waste Cleanup Sites made available by the Florida Department of Environmental Protection.
Government Publication Date: May 28, 2024

Solid Waste Facilities and Landfills: SWF/LF
The Solid Waste Facility Inventory Report made available by the Florida Department of Environmental Protection (FDEP) includes all types of authorized and unauthorized facilities: municipal solid waste, landfills, dumps, construction and demolition disposal, recycling facilities, and more.
Government Publication Date: Jun 12, 2024

Leaking Tanks: LST
The Storage Tank Regulation Section is part of the Petroleum Restoration Program in the Florida Department of Environmental Protection (FDEP)s Division of Waste Management. In 1983, Florida was one of the first states in the union to pass legislation and adopt rules for underground and aboveground storage tank systems. Since then, over 28,000 facilities have reported discharges of petroleum products from storage tank systems. Florida relies on groundwater for about 92 percent of its drinking water needs, and has some of the most stringent rules in the country.
Government Publication Date: Apr 22, 2024

Delisted Leaking Tanks: DELISTED LST
Whereas Leaking Tanks (LST) includes only facilities which currently have contamination as recorded by the Florida Department of Environmental Protection, this list contains facilities which were once included in LST data but no longer appear on the list made available by FDEP. Facilities may be removed from the current LST list because the discharge has been cleaned up, or the discharge is not required for 62-770.
Government Publication Date: Jun 4, 2024

Underground Storage Tanks: UST
List of Underground Storage Tank facilities made available by the Florida Department of Environmental Protection (FL DEP). Includes facilities tracked for active storage tanks, storage tank history, or petroleum cleanup activity. In an effort to minimize the occurrence and environmental risks of releases and discharges, FDEP administers standards pertaining to the construction, installation, operation, maintenance, repair, closure, and disposal of underground storage tank systems that store regulated substances.
Government Publication Date: May 30, 2024

Aboveground Storage Tanks: AST
List of Aboveground Storage Tank facilities made available by the Florida Department of Environmental Protection (FL DEP). Includes facilities tracked for active storage tanks, storage tank history, or petroleum cleanup activity.The Florida Department of Environmental Protection (FDEP) provides standards for aboveground storage tanks (ASTs) that have individual storage tank capacities greater than 550 gallons. The state also regulates the registration, construction, installation, operation, maintenance, repair, closure, and disposal of storage tank systems that store regulated substances.
Government Publication Date: May 30, 2024

Storage Tank Facilities: TANK
List of storage tank facilities made available by the Florida Department of Environmental Protection (FL DEP) for which tank information is not available. In the case of closed facilities - where all tanks have been removed or closed, and there is also no petroleum discharge or on-going cleanup activity - the owner data may not be current, but rather would represent the most recent information made available to FL DEP.
Government Publication Date: May 30, 2024

Delisted AST UST Storage Tanks: DEL UST AST TANK

This database contains a list of closed UST and AST storage tank sites that were removed from the Florida Department of Environmental Protection (FDEP) storage tank database.

Government Publication Date: Jul 2, 2015

Delisted Storage Tanks: DEL STORAGE TANK

List of sites that once appeared on - and have since been removed from - the list of UST and AST storage tank facilities made available by the Florida Department of Environmental Protection.

Government Publication Date: Jul 4, 2024

Federal Facilities Listing: FF TANKS

The Florida Department of Environmental Protection (FDEP) Storage Tank Program registers facilities and storage tanks where aboveground or underground storage tanks store pollutants, hazardous substances, and/or mineral acid substances regulated by Chapter 62-761, Florida Administrative Code, or when aboveground storage tanks or compression vessels store a hazardous substance which requires registration according to Chapter 376, Florida Statutes.

Government Publication Date: Jul 4, 2024

Storage Tank/Contaminated Facility Search: STCS

List of facilities and tanks in the Florida Department of Environmental Protection (FDEP) Bureau of Petroleum Storage Systems Storage Tank/Contaminated Facility Search. Note that tank details do not appear for facilities for which all tanks have been removed.

Government Publication Date: Apr 24, 2024

Institutional Controls Registry: INST

The Institutional Controls registry is maintained by the Florida Department of Environmental Protection (FDEP). The registry aims to help preserve adequate protection of contaminated soil regions and help to minimize any chances of exposure.

Government Publication Date: Jun 19, 2024

Engineering Controls: ENG

A listing of all engineering controls that are in place to eliminate or reduce the potential for contaminant migration and exposure to contaminants. These controls may include caps, barriers, guards or fences. The list is maintained by the Florida Department of Environmental Protection (FDEP).

Government Publication Date: Jun 19, 2024

Voluntary Cleanup Sites: VCP

A listing of active and closed voluntary cleanup sites registered by the Florida Department of Environmental Protection (FDEP).

Government Publication Date: Jul 1, 2022

Brownfield Sites: BROWNFIELDS

Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. This is a list of sites within designated Brownfield Areas within Florida where Brownfield Site Rehabilitation Agreement (BSRA)s have been executed between FDEP and a responsible party.

Government Publication Date: Jan 16, 2024

Brownfield Areas: BROWNFIELD AREA

Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. This is a list of Brownfield Areas, defined by the FDEP as contiguous areas of one or more brownfield sites, some of which may not be contaminated, that have been designated as such by a local government resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency (EPA) designated brownfield pilot projects. Because a variety of sources and methods were used to derive information for this data, locations are approximate.

Government Publication Date: Apr 2, 2024

Hazardous Waste Facility List: HAZ WASTE FAC

List of Hazardous Waste Financial Assurance Facilities made available by the Division of Waste Management of the Florida Department of Environmental Protection (FDEP). The FDEP's Hazardous waste financial responsibility requirements exist to ensure that certain hazardous waste facilities and transporters have the financial resources available to provide for closure, postclosure and corrective action requirements and/or pay for bodily injury or property damage that might result from accidents, spills or other unexpected events, known as liabilities. These closure, postclosure, corrective action and liability requirements are called financial assurance.

Government Publication Date: Jul 3, 2024

Tribal

Leaking Underground Storage Tanks on Tribal/Indian Lands: INDIAN LUST

This list of leaking underground storage tanks (LUSTs) on Tribal/Indian Lands in Region 4, which includes Florida, is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: May 14, 2024

Underground Storage Tanks on Tribal/Indian Lands: INDIAN UST

This list of underground storage tanks (USTs) on Tribal/Indian Lands in Region 4, which includes Florida, is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: May 14, 2024

Delisted Tribal Leaking Storage Tanks: DELISTED INDIAN LST

Leaking Underground Storage Tank (LUST) facilities which once appeared on - and have since been removed from - the Regional Tribal/Indian LUST lists made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: May 7, 2024

Delisted Tribal Underground Storage Tanks: DELISTED INDIAN UST

Underground Storage Tank (UST) facilities which once appeared on - and have since been removed from - the Regional Tribal/Indian UST lists made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: May 7, 2024

County

No County databases were selected to be included in the search.

Additional Environmental Record Sources

Federal

PFAS Greenhouse Gas Emissions Data: PFAS GHG

The U.S. Environmental Protection Agency's Greenhouse Gas Reporting Program (GHGRP) collects Greenhouse Gas (GHG) data from large emitting facilities (25,000 metric tons of carbon dioxide equivalent (CO2e) per year), and suppliers of fossil fuels and industrial gases that results in GHG emissions when used. Includes GHG emissions data for facilities that emit or have emitted since 2010 chemicals identified in EPA's CompTox Chemicals Dashboard list of PFAS without explicit structures and list of PFAS structures by DSSTox. PFAS emissions data has been identified for facilities engaged in the following industrial processes: Aluminum Production (GHGRP Subpart F), HCFC-22 Production and HFC-23 Destruction (Subpart O), Electronics Manufacturing (Subpart I), Fluorinated Gas Production (Subpart L), Magnesium Production (Subpart T), Electrical Transmission and Distribution Equipment Use (Subpart DD), and Manufacture of Electric Transmission and Distribution Equipment (Subpart SS). Over time, other industrial processes with required GHGRP reporting may include PFAS emissions data and the list of reportable gases may change over time.

Government Publication Date: Aug 5, 2024

On-Scene Coordinator Response Sites: OSC RESPONSE

This list of On-Scene Coordinator (OSC) Response Sites is provided by the U.S. Environmental Protection Agency (EPA). OSCs are the federal officials responsible for monitoring or directing responses to all oil spills and hazardous substance releases reported to the federal government. OSCs coordinate all federal efforts with, and provide support and information to local, state, and regional response communities. An OSC is an agent of either EPA or the U.S. Coast Guard (USCG), depending on where the incident occurs. EPA's OSCs have primary responsibility for spills and releases to inland areas and waters. USCG OSCs have responsibility for coastal waters and the Great Lakes. In general, an OSC has the following key responsibilities during and after a response: Assessment, Monitoring, Response Assistance, and Evaluation.

Government Publication Date: Apr 4, 2024

Facility Registry Service/Facility Index: FINDS/FRS

The Facility Registry Service (FRS) is a centrally managed database that identifies facilities, sites, or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, and data collected from EPA's Central Data Exchange registrations and data management personnel. This list is made available by the U.S. Environmental Protection Agency (EPA).

Government Publication Date: Apr 26, 2024

Toxics Release Inventory (TRI) Program: TRIS

The U.S. Environmental Protection Agency's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of toxic chemicals from U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. There are currently 770 individually listed chemicals and 33 chemical categories covered by the TRI Program. Facilities that manufacture, process or otherwise use these chemicals in amounts above established levels must submit annual reporting forms for each chemical. Note that the TRI chemical list does not include all toxic chemicals used in the U.S. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment. This database includes TRI Reporting Data for calendar years 1987 through 2021 and Preliminary Data for 2022.

Government Publication Date: Sep 20, 2023

PFOA/PFOS Contaminated Sites: PFAS NPL

This list of Superfund Sites with Per- and Polyfluoroalkyl Substances (PFAS) detections is made available by the U.S. Environmental Protection Agency (EPA) in their PFAS Analytic Tools data, previously the list was obtained by EPA FOIA requests. EPA's Office of Land and Emergency Management and EPA Regional Offices maintain what is known about site investigations, contamination, and remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) where PFAS is present in the environment. Limitations: Detections of PFAS at National Priorities List (NPL) sites do not mean that people are at risk from PFAS, are exposed to PFAS, or that the site is the source of the PFAS. The information in the Superfund NPL and Superfund Alternative Agreement (SAA) PFAS detection site list is years old and may not be accurate today. Site information such as site name, site ID, and location has been confirmed for accuracy; however, PFAS-related information such as media sampled, drinking water being above the health advisory, or mitigation efforts has not been verified. For Federal Facilities data, the other Federal agencies (OFA) are the lead agency for their data and provided them to EPA.

Government Publication Date: Jun 20, 2024

Federal Agency Locations with Known or Suspected PFAS Detections: PFAS FED SITES

List of Federal agency locations with known or suspected detections of Per- and Polyfluoroalkyl Substances (PFAS), made available by the U.S. Environmental Protection Agency (EPA) in their PFAS Analytic Tools data. EPA outlines that these data are gathered from several federal entities, such as the Federal Superfund program, Department of Defense (DOD), National Aeronautics and Space Administration, Department of Transportation, and Department of Energy. The dates this data was extracted for the PFAS Analytic Tools range from 2022 to 2024. Sites on this list do not necessarily reflect the source/s of PFAS contamination and detections do not indicate level of risk or human exposure at the site. Agricultural notifications in this data are limited to DOD sites only. At this time, the EPA is aware that this list is not comprehensive of all Federal agencies.

Government Publication Date: Apr 1, 2024

SSEHRI PFAS Contamination Sites: PFAS SSEHRI

This PFAS Contamination Site Tracker database is compiled by the PFAS Project Lab, part of the Social Science Environmental Health Research Institute (SSEHRI) at Northeastern University. According to the SSEHRI, the database records qualitative and quantitative data from each known site of PFAS contamination, including timeline of discovery, sources, levels, health impacts, community response, and government response. The goal of this database is to compile information and support public understanding of the rapidly unfolding issue of PFAS contamination. All data presented was extracted from government websites, news articles, or publicly available documents. Locations for the Known PFAS Contamination Sites are sourced from the PFAS Sites and Community Resources Map by the PFAS-REACH team, credited to PFAS Project Lab, Silent Spring Institute, and PFAS Exchange. Disclaimer: The source conveys the data undergoes regular updates as new information becomes available, some sites may be missing and/or contain information that is incorrect or outdated, as well as their information represents all contamination sites SSEHRI is aware of, not all possible contamination sites. This data is not intended to be used for legal purposes. Access the following source link for the most current information: https://pfasproject.com/pfas-sites-and-community-resources/

Government Publication Date: Jun 27, 2024

National Response Center PFAS Spills: ERNS PFAS

This Per- and Poly-Fluoroalkyl Substances (PFAS) Spills dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The National Response Center (NRC), operated by the U.S. Coast Guard, is the designated federal point of contact for reporting all oil, chemical, and other discharges into the environment, for the United States and its territories. This dataset contains NRC spill information from 1990 to the present that is restricted to records associated with PFAS and PFAS-containing materials. Incidents are filtered to include only records with a "Material Involved" or "Incident Description" related to Aqueous Film Forming Foam (AFFF). The keywords used to filter the data included "AFFF," "Fire Fighting Foam," "Aqueous Film Forming Foam," "Fire Suppressant Foam, "PFAS," "PERFL," "PFOA," "PFOS," and "Genx." Limitations: The data from the NRC website contains initial incident data that has not been validated or investigated by a federal/state response agency. Keyword searches may misidentify some incident reports that do not contain PFAS. This dataset should also not be considered to be exhaustive of all PFAS spills/release incidents.

Government Publication Date: Aug 5, 2024

PFAS NPDES Discharge Monitoring: PFAS NPDES

This list of National Pollutant Discharge Elimination System (NPDES) permitted facilities with required monitoring for Per- and Polyfluoroalkyl (PFAS) Substances is made available via the U.S. Environmental Protection Agency (EPA)'s PFAS Analytic Tools. Any point-source wastewater discharger to waters of the United States must have a NPDES permit, which defines a set of parameters for pollutants and monitoring to ensure that the discharge does not degrade water quality or impair human health. This list includes NPDES permitted facilities associated with permits that monitor for Per- and Polyfluoroalkyl Substances (PFAS), limited to the years 2007 - present. EPA further advises the following regarding these data: currently, fewer than half of states have required PFAS monitoring for at least one of their permittees, and fewer states have established PFAS effluent limits for permittees. For states that may have required monitoring, some reporting and data transfer issues may exist on a state-by-state basis.

Government Publication Date: Jul 29, 2024

Perfluorinated Alkyl Substances (PFAS) from Toxic Release Inventory: PFAS TRI

List of Toxics Release Inventory (TRI) facilities at which the reported chemical is a per- or polyfluoroalkyl (PFAS) substance included in the U.S. Environmental Protection Agency's (EPA) consolidated PFAS Master List of PFAS Substances. Encompasses Toxics Release Inventory records included in the EPA PFAS Analytic Tools. The EPA's TRI database currently tracks information on disposal or releases of 770 individually listed toxic chemicals and 33 chemical categories from thousands of U.S. facilities and details about how facilities manage those chemicals through recycling, energy recovery, and treatment. This listing includes TRI Reporting Data for calendar years 1987 through 2021 and Preliminary Data for 2022.

Government Publication Date: Sep 20, 2023

PFAS Water Quality Portal Sampling Data: PFAS WATER

This Per- and Poly-Fluoroalkyl Substances (PFAS) Environmental Media Sampling Data is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The Water Quality Portal (WQP), as a cooperative service sponsored by the United States Geological Survey, the EPA, and the National Water Quality Monitoring Council, is part of a modernized repository storing ambient sampling data for all environmental media and tissue samples. A wide range of federal, state, tribal and local governments, academic and non-governmental organizations, and individuals submit project details and sampling results to this public repository. Limitations: EPA did not carry out the sampling or testing of a majority of the data in the WQP PFAS dataset. EPA can only speak to the accuracy and completeness of the data from projects like the National Aquatic Resource Surveys for which EPA is the data owner/organization. Data may exist within the file on Quality Assurance Project Plans (QAPPs) and the approving agency of the QAPP, if a QAPP is entered.

Government Publication Date: Jul 22, 2024

PFAS TSCA Manufacture and Import Facilities: PFAS TSCA

The U.S. Environmental Protection Agency (EPA) issued the Chemical Data Reporting (CDR) Rule under the Toxic Substances Control Act (TSCA) and requires chemical manufacturers and facilities that manufacture or import chemical substances to report data to EPA. This list is specific only to TSCA Manufacture and Import Facilities with reported per- and poly-fluoroalkyl (PFAS) substances. Data file is sourced from EPA's PFAS Analytic Tools TSCA dataset which includes CDR/Inventory Update Reporting data from 1998 up to 2020. Disclaimer: This data file includes production and importation data for chemicals identified in EPA's CompTox Chemicals Dashboard list of PFAS without explicit structures and list of PFAS structures in DSSTox. Note that some regulations have specific chemical structure requirements that define PFAS differently than the lists in EPA's CompTox Chemicals Dashboard. Reporting information on manufactured or imported chemical substance amounts should not be compared between facilities, as some companies claim Chemical Data Reporting Rule data fields for PFAS information as Confidential Business Information.

Government Publication Date: Jan 5, 2023

PFAS Waste Transfers from RCRA e-Manifest : PFAS E-MANIFEST

This Per- and Poly-Fluoroalkyl Substances (PFAS) Waste Transfers dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. Every shipment of hazardous waste in the U.S. must be accompanied by a shipment manifest, which is a critical component of the cradle-to-grave tracking of wastes mandated by the Resource Conservation and Recovery Act (RCRA). According to the EPA, currently no Federal Waste Code exists for any PFAS compounds. To work around the lack of PFAS waste codes in the RCRA database, EPA developed the PFAS Transfers dataset by mining e-Manifest records containing at least one of these common PFAS keywords: • PFAS • PFOA • PFOS • PERFL • AFFF • GENX • GEN-X (plus the Vermont state-specific waste codes). Limitations: Amount or concentration of PFAS being transferred cannot be determined from the manifest information. Keyword searches may misidentify some manifest records that do not contain PFAS. This dataset should also not be considered to be exhaustive of all PFAS waste transfers.

Government Publication Date: Jul 23, 2024

PFAS Industry Sectors: PFAS IND

This Per- and Poly-Fluoroalkyl Substances (PFAS) Industry Sectors dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The EPA developed the dataset from various sources that show which industries may be handling PFAS including: EPA's Enforcement and Compliance History Online (ECHO) records restricted to potential PFAS-handling industry sectors; ECHO records for Fire Training Sites identified where fire-fighting foam may have been used in training exercises; and 14 CFR Part 139 Airports compiled from historic and current records from the FAA Airport Data and Information Portal. Since July 2006, all certificated Part 139 Airports are required to have fire-fighting foam onsite that meet certain military specifications, which to date have been fluorinated (Aqueous Film Forming Foam). Limitations: Inclusion in this dataset does not indicate that PFAS are being manufactured, processed, used, or released by the facility. Listed facilities potentially handle PFAS based on their industrial profile, but are unconfirmed by the EPA. Keyword searches in ECHO for Fire Training sites may misidentify some facilities and should not be considered to be an exhaustive list of fire training facilities in the U.S.

Government Publication Date: Jul 1, 2024

Hazardous Materials Information Reporting System: HMIRS

The Hazardous Materials Incident Reporting System (HMIRS) database contains unintentional hazardous materials release information reported to the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration.

Government Publication Date: May 29, 2024

National Clandestine Drug Labs: NCDL

The U.S. Department of Justice ("the Department"), Drug Enforcement Administration (DEA), provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy.

Government Publication Date: Nov 30, 2023

Toxic Substances Control Act: TSCA

The U.S. Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule. The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI). EPA CDR collections occur approximately every four years and reporting requirements change per collection.

Government Publication Date: May 12, 2022

Hist TSCA: HIST TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

Government Publication Date: Dec 31, 2006

FTTS Administrative Case Listing: FTTS ADMIN

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

FTTS Inspection Case Listing: FTTS INSP

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

Potentially Responsible Parties List: PRP

Early in the site cleanup process, the U.S. Environmental Protection Agency (EPA) conducts a search to find the Potentially Responsible Parties (PRPs). The EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site. This listing contains PRPs, Noticed Parties, at sites in the EPA's Superfund Enterprise Management System (SEMS).

Government Publication Date: Jul 24, 2024

State Coalition for Remediation of Drycleaners Listing: SCRD DRYCLEANER

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin. Since 2017, the SCRD no longer maintains this data, refer to applicable state source data where available.

Government Publication Date: Nov 08, 2017

Integrated Compliance Information System (ICIS): ICIS

The Integrated Compliance Information System (ICIS) database contains integrated enforcement and compliance information across most of U.S. Environmental Protection Agency's (EPA) programs. The vision for ICIS is to replace EPA's independent databases that contain enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions and a subset of the Permit Compliance System (PCS), which supports the National Pollutant Discharge Elimination System (NPDES). This information is maintained by the EPA Headquarters and at the Regional offices. A future release of ICIS will completely replace PCS and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities that support compliance and enforcement programs, including incident tracking, compliance assistance, and compliance monitoring.

Government Publication Date: Apr 13, 2024

Drycleaner Facilities: FED DRYCLEANERS

A list of drycleaner facilities from Enforcement and Compliance History Online (ECHO) data as made available by the U.S. Environmental Protection Agency (EPA), sourced from the ECHO Exporter file. The EPA tracks facilities that possess NAIC and SIC codes that classify businesses as drycleaner establishments.

Government Publication Date: May 5, 2024

Delisted Drycleaner Facilities: DELISTED FED DRY

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment).

Government Publication Date: May 5, 2024

Formerly Used Defense Sites: FUDS

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DOD) is responsible for an environmental restoration. The FUDS Annual Report to Congress (ARC) is published by the U.S. Army Corps of Engineers (USACE). This data is compiled from the USACE's Geospatial FUDS data layers and Homeland Infrastructure Foundation-Level Data (HIFLD) FUDS dataset which applies to the Fiscal Year 2021 FUDS Inventory.

Government Publication Date: May 15, 2023

FUDS Munitions Response Sites: FUDS MRS

Boundaries of Munitions Response Sites (MRS), published with the Formerly Used Defense Sites (FUDS) Annual Report to Congress (ARC) by the U.S. Army Corps of Engineers (USACE). An MRS is a discrete location within a Munitions response area (MRA) that is known to require a munitions response. An MRA means any area on a defense site that is known or suspected to contain unexploded ordnance (UXO), discarded military munitions (DMM), or munitions constituents (MC). This data is compiled from the USACE's Geospatial MRS data layers and Homeland Infrastructure Foundation-Level Data (HIFLD) MRS dataset.

Government Publication Date: May 15, 2023

Former Military Nike Missile Sites: FORMER NIKE

This information was taken from report DRXTH-AS-IA-83A016 (Historical Overview of the Nike Missile System, 12/1984) which was performed by Environmental Science and Engineering, Inc. for the U.S. Army Toxic and Hazardous Materials Agency Assessment Division. The Nike system was deployed between 1954 and the mid-1970's. Among the substances used or stored on Nike sites were liquid missile fuel (JP-4); starter fluids (UDKH, aniline, and furfuryl alcohol); oxidizer (IRFNA); hydrocarbons (motor oil, hydraulic fluid, diesel fuel, gasoline, heating oil); solvents (carbon tetrachloride, trichloroethylene, trichloroethane, stoddard solvent); and battery electrolyte. The quantities of material a disposed of and procedures for disposal are not documented in published reports. Virtually all information concerning the potential for contamination at Nike sites is confined to personnel who were assigned to Nike sites. During deactivation most hardware was shipped to depot-level supply points. There were reportedly instances where excess materials were disposed of on or near the site itself at closure. There was reportedly no routine site decontamination.

Government Publication Date: Dec 2, 1984

PHMSA Pipeline Safety Flagged Incidents: PIPELINE INCIDENT

This list of flagged pipeline incidents is made available by the U.S. Department of Transportation (US DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA). PHMSA regulations require incident and accident reports for five different pipeline system types. Accidents reported on hazardous liquid gravity lines (§195.13) and reporting-regulated-only hazardous liquid gathering lines (§195.15) and incidents reported on Type R gas gathering (§192.8(c)) are not included in the flagged incident file data.

Government Publication Date: May 6, 2024

Material Licensing Tracking System (MLTS): MLTS

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016.

Government Publication Date: May 11, 2021

Historic Material Licensing Tracking System (MLTS) sites: HIST MLTS

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State.

Government Publication Date: Jan 31, 2010

Mines Master Index File: MINES

The Master Index File (MIF) is provided by the United States Department of Labor, Mine Safety and Health Administration (MSHA). This file, which was originally created in the 1970's, contained many Mine-IDs that were invalid. MSHA removes invalid IDs from the MIF upon discovery. MSHA applicable data includes the following: all Coal and Metal/Non-Metal mines under MSHA's jurisdiction since 1/1/1970; mine addresses for all mines in the database except for Abandoned mines prior to 1998 from MSHA's legacy system (addresses may or may not correspond with the physical location of the mine itself); violations that have been assessed penalties as a result of MSHA inspections beginning on 1/1/2000; and violations issued as a result of MSHA inspections conducted beginning on 1/1/2000.

Government Publication Date: Feb 5, 2024

Surface Mining Control and Reclamation Act Sites: SMCRA

This inventory of land and water impacted by past mining (primarily legacy coal mining operations) is maintained by the U.S. Department of the Interior's Office of Surface Mining Reclamation and Enforcement (OSMRE), as it provides information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). This inventory contains information on the type and extent of Abandoned Mine Land (AML) Problems, as well as information on the cost associated with the reclamation of those problems. The data is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed. Disclaimer: Per the OSMRE, States and tribes who enter their data into e-AMLIS (AML Inventory System) may truncate their latitude and longitude so the precise location of usually dangerous AMLs is not revealed in an effort to protect the public from searching for these AMLs, most of which are on private property. If more precise location information is needed, please contact the applicable state/tribe of interest.

Government Publication Date: May 20, 2024

Mineral Resource Data System: MRDS

The Mineral Resource Data System (MRDS) is a collection of reports describing metallic and nonmetallic mineral resources throughout the world. Included are deposit name, location, commodity, deposit description, geologic characteristics, production, reserves, resources, and references. This database contains the records previously provided in the Mineral Resource Data System (MRDS) of USGS and the Mineral Availability System/Mineral Industry Locator System (MAS/MILS) originated in the U.S. Bureau of Mines, which is now part of USGS. The USGS has ceased systematic updates of the MRDS database with their focus more recently on deposits of critical minerals while providing a well-documented baseline of historical mine locations from USGS topographic maps.

Government Publication Date: Mar 15, 2016

DOE Legacy Management Sites: LM SITES

The U.S. Department of Energy (DOE) Office of Legacy Management (LM) currently manages radioactive and chemical waste, environmental contamination, and hazardous material at over 100 sites across the U.S. The LM manages sites with diverse regulatory drivers (statutes or programs that direct cleanup and management requirements at DOE sites) or as part of internal DOE or congressionally-recognized programs, such as but not limited to: Formerly Utilized Sites Remedial Action Program (FUSRAP), Uranium Mill Tailings Radiation Control Act (UMTRCA Title I, Tile II), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Decontamination and Decommissioning (D&D), Nuclear Waste Policy Act (NWPA). This site listing includes data exported from the DOE Office of LM's Geospatial Environmental Mapping System (GEMS). GEMS Data disclaimer: The DOE Office of LM makes no representation or warranty, expressed or implied, regarding the use, accuracy, availability, or completeness of the data presented herein.

Government Publication Date: Dec 12, 2023

Alternative Fueling Stations: ALT FUELS

This list of alternative fueling stations is sourced from the Alternative Fuels Data Center (AFDC). The U.S. Department of Energy's Office of Energy Efficiency & Renewable Energy launched the AFDC in 1991 as a repository for alternative fuel vehicle performance data, which provides a wealth of information and data on alternative and renewable fuels, advanced vehicles, fuel-saving strategies, and emerging transportation technologies. The data includes Biodiesel (B20 and above), Compressed Natural Gas (CNG), Electric, Ethanol (E85), Hydrogen, Liquefied Natural Gas (LNG), Propane (LPG), and Renewable Diesel (R20 and above) fuel type locations.

Government Publication Date: Apr 30, 2024

Superfunds Consent Decrees: CONSENT DECREES

This list of Superfund consent decrees is provided by the Department of Justice, Environment & Natural Resources Division (ENRD) through a Freedom of Information Act (FOIA) applicable file. This listing includes Cases filed since 2010 limited to the following: Consent Decrees for CERCLA or Superfund Sites filed and/or as proposed within the ENRD's Case Management System (CMS); and applicable ENRD's Environmental Defense Section (EDS) CERCLA Cases with "Consent" in History Note. CMS may not reflect the latest developments in a case, nor can the agency guarantee the accuracy of the data. ENRD Disclaimer: Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA; response is limited to those records that are subject to the requirements of the FOIA; however, this should not be taken as an indication that excluded records do, or do not, exist.

Government Publication Date: Jun 26, 2024

Air Facility System: AFS

This EPA retired Air Facility System (AFS) dataset contains emissions, compliance, and enforcement data on stationary sources of air pollution. Regulated sources cover a wide spectrum; from large industrial facilities to relatively small operations such as dry cleaners. AFS does not contain data on facilities that are solely asbestos demolition and/or renovation contractors, or landfills. ECHO Clean Air Act data from AFS are frozen and reflect data as of October 17, 2014; the EPA retired this system for Clean Air Act stationary sources and transitioned to ICIS-Air.

Government Publication Date: Oct 17, 2014

Registered Pesticide Establishments: SSTS

This national list of active EPA-registered foreign and domestic pesticide and/or device-producing establishments is based on data from the Section Seven Tracking System (SSTS). The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 7 requires that each producing establishment must place its EPA establishment number on the label or immediate container of each pesticide, active ingredient or device produced. An EPA establishment number on a pesticide product label identifies the EPA registered location where the product was produced. The list of establishments is made available by the U.S. Environmental Protection Agency (EPA).

Government Publication Date: Feb 29, 2024

Polychlorinated Biphenyl (PCB) Transformers: PCBT

Locations of Transformers Containing Polychlorinated Biphenyls (PCBs) registered with the United States Environmental Protection Agency. PCB transformer owners must register their transformer(s) with EPA. Although not required, PCB transformer owners who have removed and properly disposed of a registered PCB transformer may notify EPA to have their PCB transformer de-registered. Data made available by EPA.

Government Publication Date: Oct 15, 2019

Polychlorinated Biphenyl (PCB) Notifiers: PCB

Facilities included in the national list of facilities that have notified the United States Environmental Protection Agency (EPA) of Polychlorinated Biphenyl (PCB) activities. Any company or person storing, transporting or disposing of PCBs or conducting PCB research and development must notify the EPA and receive an identification number.

Government Publication Date: May 23, 2024

State

Historic Potential Business Activity Risk: HIST RISK

Proprietary list of sites identified as potentially having engaged in business activity that poses a higher-than-normal risk of contamination. Records originate from historical city directories, and are included in this list based on broad business categories Potentially Hazardous Chemical Users and Fuel and Automotive, including but not limited to Dry Cleaners and Fuel Stations, Garages, etc. Inclusion in this listing does not indicate that there is or ever has been contamination; rather, sites are included in this list due to their potential for having engaged in a business activity presenting an elevated risk of contamination. The list was compiled from various city directories including Polks, Millers, Mullin Kille, Interstate Directory, and State Directory Co; spanning roughly 1920s through 1960 depending on information available by city.

Government Publication Date: Jan 1, 1960

Priority Ranking List: PRIORITYCLEAN

The Florida Legislature has established a state-funded program to cleanup properties that are contaminated as a result of the operations of a drycleaning facility or wholesale supply facility (Chapter 376, Florida Statutes). The program is administered by the Florida Department of Environmental Protection (FDEP). The statute was sponsored by the drycleaning industry to address environmental, economic, and liability issues resulting from drycleaning solvent contamination. The program provides limited liability protection to the owner, operator and real property owner of drycleaning or wholesale supply facilities for cleanup of drycleaning solvent contamination if the parties meet the eligibility conditions stated in the law.

Government Publication Date: Mar 8, 2024

Dry Cleaning Facilities: DRYCLEANERS

A listing of dry cleaning facilities registered with the Florida Department of Environmental Protection (FDEP). The information contains facility identification number, site location information, related party (owner) information, and facility type and status. Data is taken from the Storage Tank & Contamination Monitoring database, the registration repository of dry cleaner facility data.

Government Publication Date: Apr 29, 2024

Delisted Dry Cleaning Facilities: DELISTED DRYCLEANERS

List of sites removed from the drycleaners database made available by the Florida Department of Environmental Conservation (DEC).

Government Publication Date: Apr 29, 2024

Historical Dry Cleaners: HISTORICAL DRYC

The Florida Department of Environmental Protection (FDEP) provided this historical database of regulated and non-regulated dry cleaning facilities. These facilities were at one time tracked and registered by the FDEP OCULUS Electronic Document Management System as "drums" in the underground storage tank database.

Government Publication Date: Aug 2, 2013

Oil and Hazardous Materials Incidents: SPILLS

Statewide listing of oil and hazardous materials spills and incidents recorded by the Florida Department of Environmental Protection (FDEP).

Government Publication Date: May 30, 2024

Contaminated Sites: DWM CONTAM

Florida Department of Environmental Protection (FDEP) Division of Waste Management (DWM) listing of active or known sites that include sites requiring cleanup but are not actively being worked on due to the agency's lack of funding (primarily petroleum and drycleaning).

Government Publication Date: Jul 14, 2023

Delisted Contaminated Sites: DEL CONTAM SITE

List of sites which were once included on the Florida Department of Environmental Protection (FDEP) Division of Waste Management (DWM)'s Contaminated Sites list. As sites on the Contaminated Sites (CS) list are cleaned up or closed under risk based corrective action, they are removed from the CS list.

Government Publication Date: Sep 30, 2015

Aqueous Film Forming Foam (AFFF): PFAS AFFF

A list of fire fighter training facilities that use or possibly used Aqueous Film Forming Foam (AFFF). This list is made available by the Florida Department of Environmental Protection (DEP).

Government Publication Date: Jan 30, 2024

PFAS Investigation at Federal Facilities: PFAS

List of sites - including Federal Facilities - in Florida at which either a) there has been confirmed or suspected usage of Aqueous Film Forming Foam (AFFF), or b) the Division of Waste Management has identified as a potential source or environmental impact related to per- and polyfluoroalkyl substances (PFAS). The Florida Department of Environmental Protection (DEP) is committed to the protection of the groundwater resources of the state and the public health and safety of residents. The DEP will continue its efforts to investigate and understand PFAS in the environment and the ecological and human health risks associated with PFAS contamination. Listings made available by the Florida Department of Environmental Protection (DEP).

Government Publication Date: Mar 11, 2024

Ground Water Contamination Areas: GW CONTAM

List of areas of known groundwater contamination made available by the Florida Department of Environmental Protection (DEP). 38 counties have been delineated primarily for the agricultural pesticide ethylene dibromide (EDB), and to a much lesser extent, volatile organic and petroleum contaminants. Permitted water wells in these areas must meet specific well construction criteria and water testing prior to well use. This dataset only indicates the presence or absence of specific groundwater contaminants and does not represent all known sources of groundwater contamination in the state of Florida.

Government Publication Date: Jul 12, 2023

Underground Injection Control Wells: UIC

Class I Underground Injection Control (UIC) wells that are currently or were previously active, as well as proposed sites, regulated by the Florida Department of Environmental Protection (FDEP). Class I UIC wells are used to inject nonhazardous waste, hazardous waste (new hazardous waste wells were banned in 1983), or municipal waste below the lowermost underground source of drinking water.

Government Publication Date: May 28, 2024

Well Surveillance Program Facilities: WELL SURVEILLANCE

List of facilities made available by the Florida Health Well Surveillance group. The Well Surveillance group manages several programs to identify and monitor areas in Florida where contaminated drinking water is suspected and may pose a threat to public health. The section coordinates with the County Health Departments (CHDs) to locate potable wells and conduct water sampling for contaminants of concern. The Well Surveillance Section is composed of the State Underground Petroleum Environmental Response Act (SUPER Act), Drinking Water Toxics Program (Toxics), Drycleaner Solvent Cleanup Program (DSCP). Includes locations of known cattle dipping vats.

Government Publication Date: May 31, 2024

Cattle Dip Vats: CDV SOUTHEAST

A list of Cattle Dip Vats in Southeast Florida made available by the Florida Department of Environmental Protection.

Government Publication Date: Jan 19, 2017

Tier 2 Report: TIER 2

A list of Tier 2 facilities in the state of Florida. The list tracks the inventory of chemicals within a particular facility. This list is provided by the Florida Division of Emergency Management.

Government Publication Date: Apr 2, 2024

Delisted County Records: DELISTED COUNTY

Records removed from county databases. Records may be removed from the county lists made available by the respective county departments because they are inactive, or because they have been deemed to be below reportable thresholds.

Government Publication Date: May 15, 2024

Tribal

No Tribal additional environmental record sources available for this State.

County

No County additional environmental databases were selected to be included in the search.

Definitions

Database Descriptions: This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

Detail Report: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

Distance: The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

Elevation: The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

Executive Summary: This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

Map Key: The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

Unplottables: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

APPENDIX E

Supporting Historical Documentation

Project Property:	The Learning Experience
	SR 434 and Michael Blake Boulevard
	Winter Springs FL 32708
Project No:	4420424-0006043.00
Requested By:	NV5
Order No:	24090500255
Date Completed:	September 05, 2024

We have searched USGS collections of current topographic maps and historical topographic maps for the project property. Below is a list of maps found for the project property and adjacent area. Maps are from 7.5 and 15 minute topographic map series, if available.

Year	Map Series
2021	7.5
2015	7.5
1994	7.5
1980	7.5
1972	7.5
1970	7.5
1962	7.5

Topographic Map Symbology for the maps may be available in the following documents:

Pre-1947

Page 223 of 1918 Topographic Instructions

Page 130 of 1928 Topographic Instructions

1947-2009

Topographic Map Symbols

2009-present

US Topo Map Symbols

Topographic Maps included in this report are produced by the USGS and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property.
No warranty of Accuracy or Liability for ERIS: The information contained in this report has been produced by ERIS Information Inc.(in the US) and ERIS Information Limited Partnership (in Canada), both doing business as 'ERIS', using Topographic Maps produced by the USGS. This maps contained herein does not purport to be and does not constitute a guarantee of the accuracy of the information contained herein. Although ERIS has endeavored to present you with information that is accurate, ERIS disclaims, any and all liability for any errors, omissions, or inaccuracies in such information and data, whether attributable to inadvertence, negligence or otherwise, and for any consequences arising therefrom. Liability on the part of ERIS is limited to the monetary value paid for this report.

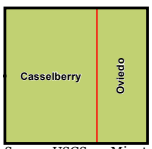
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N

Miles
0 0.125 0.25 0.5

2021

Order No. 24090500255



Available Quadrangle(s): Casselberry, FL
Oviedo, FL

Source: USGS 7.5 Minute Topographic Map

[redacted]

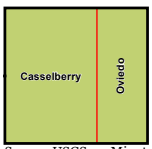
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Miles
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Order No. 24090500255

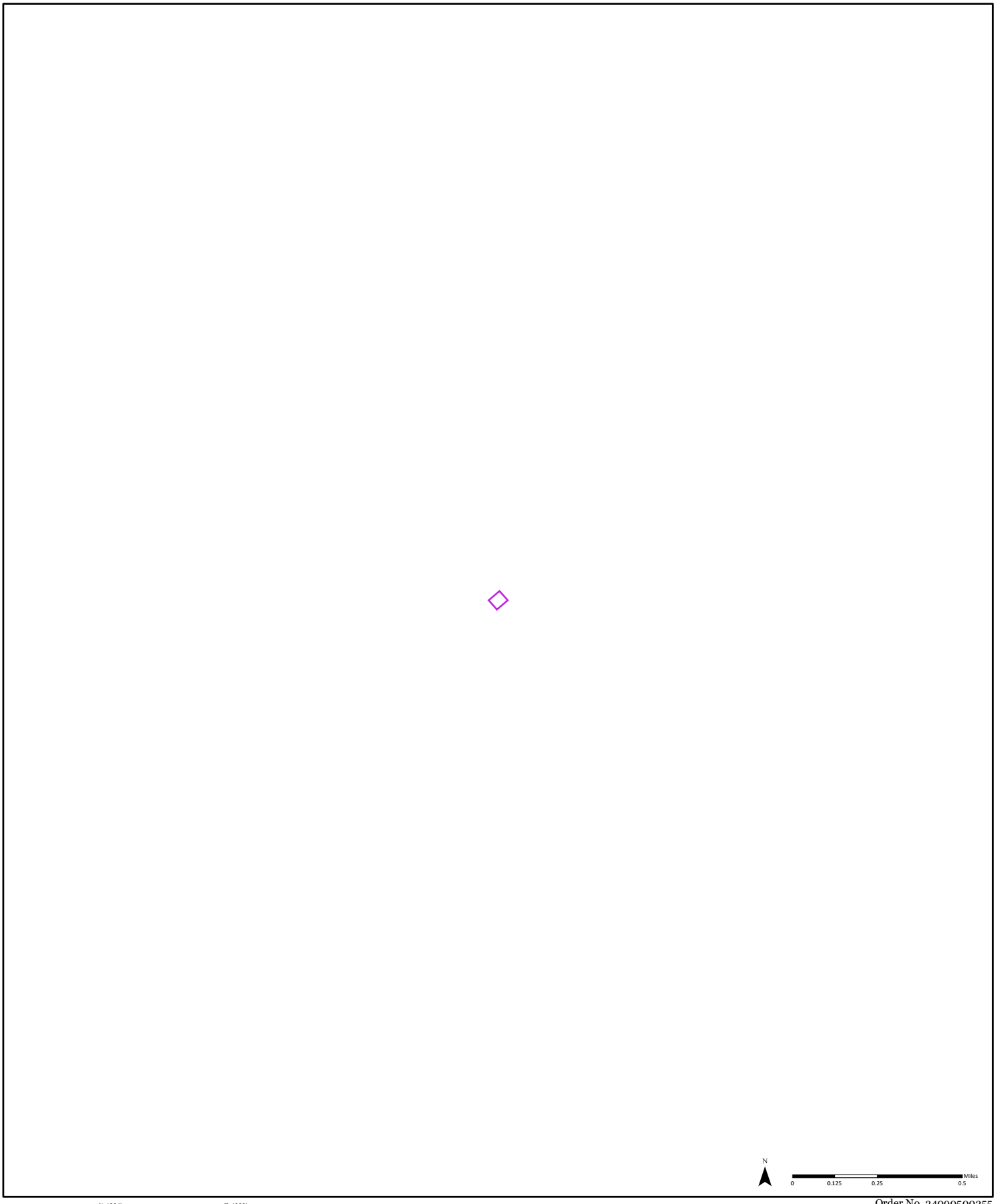
2015



Available Quadrangle(s): Casselberry, FL
Oviedo, FL

Source: USGS 7.5 Minute Topographic Map

[redacted]

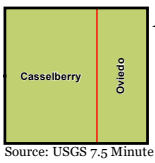


1994

(1-1994)
Aerial Photo Year: 1994

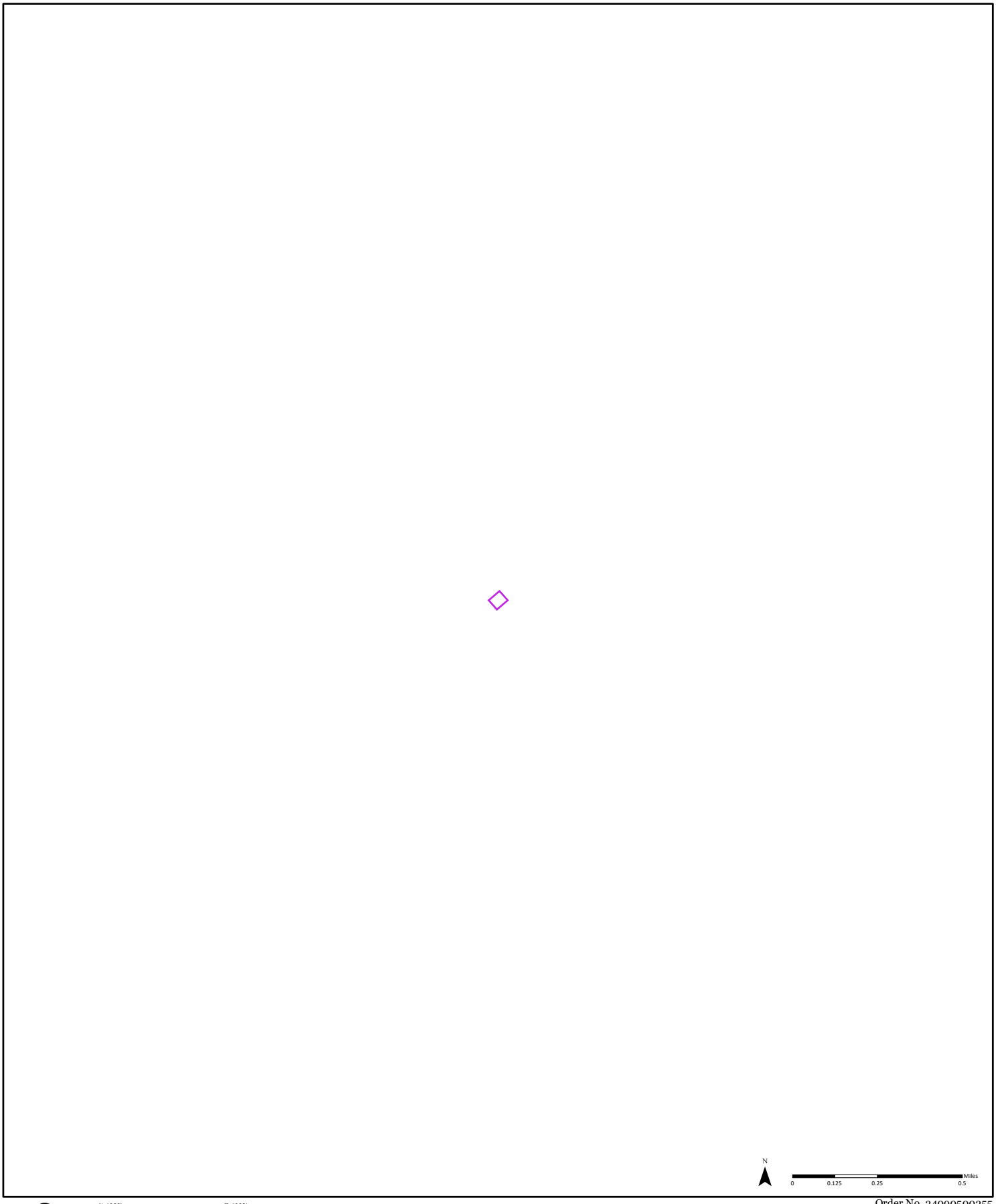
(2-1980)
Aerial Photo Year: 1977
Photo Revision Year: 1980

Order No. 24090500255



Available Quadrangle(s): Casselberry, FL(1-1994)
Oviedo, FL(2-1980)

Source: USGS 7.5 Minute Topographic Map

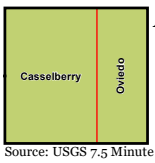


1980

(1-1980)
Aerial Photo Year: 1977
Photo Revision Year: 1980

(2-1980)
Aerial Photo Year: 1977
Photo Revision Year: 1980

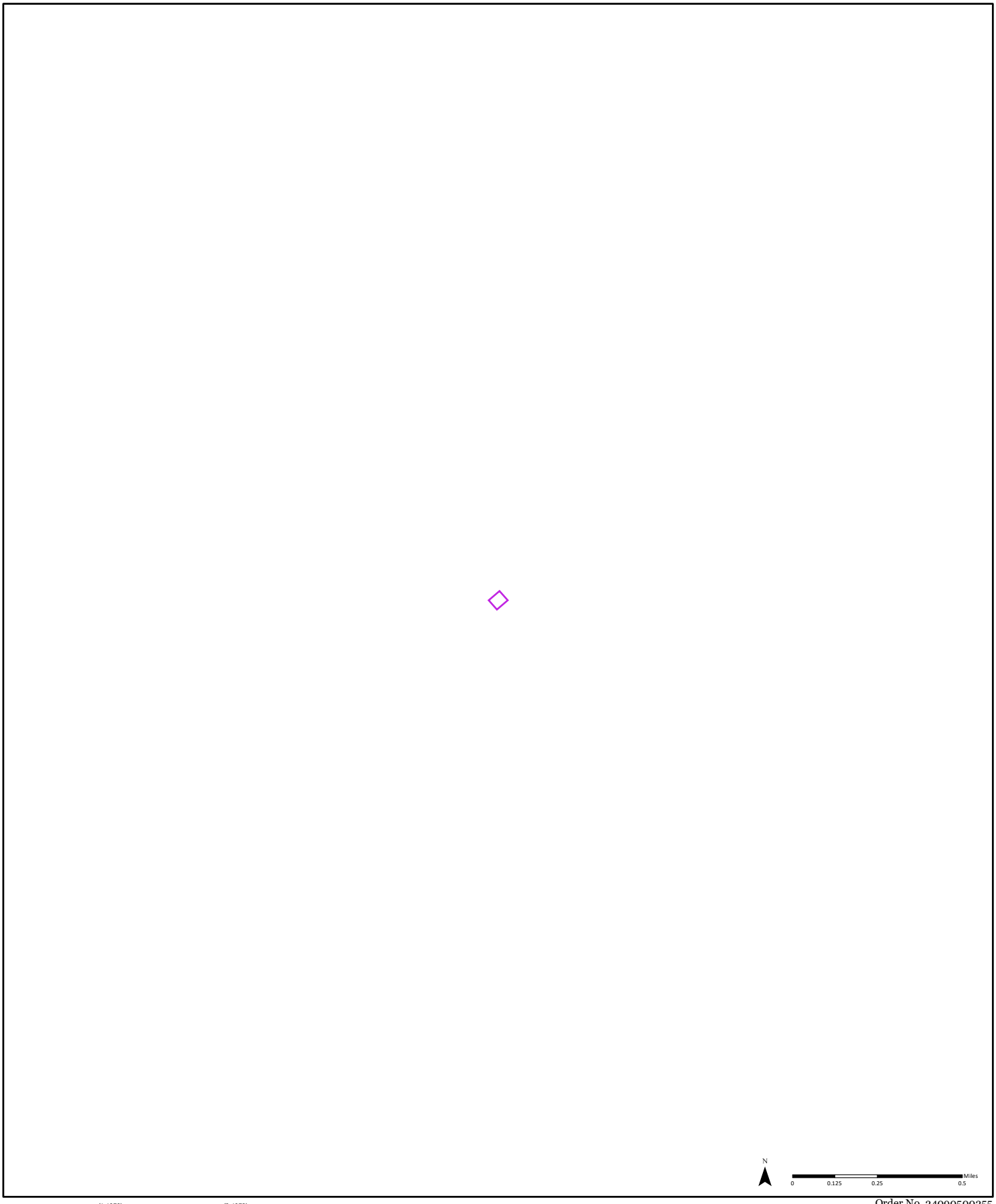
Order No. 24090500255



Available Quadrangle(s): Casselberry, FL(1-1980)
Oviedo, FL(2-1980)

Source: USGS 7.5 Minute Topographic Map

[redacted]

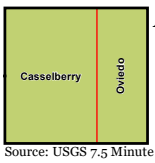


1972

(1-1970)
Aerial Photo Year: 1970
Photo Revision Year: 1970

(2-1972)
Aerial Photo Year: 1970
Photo Revision Year: 1972

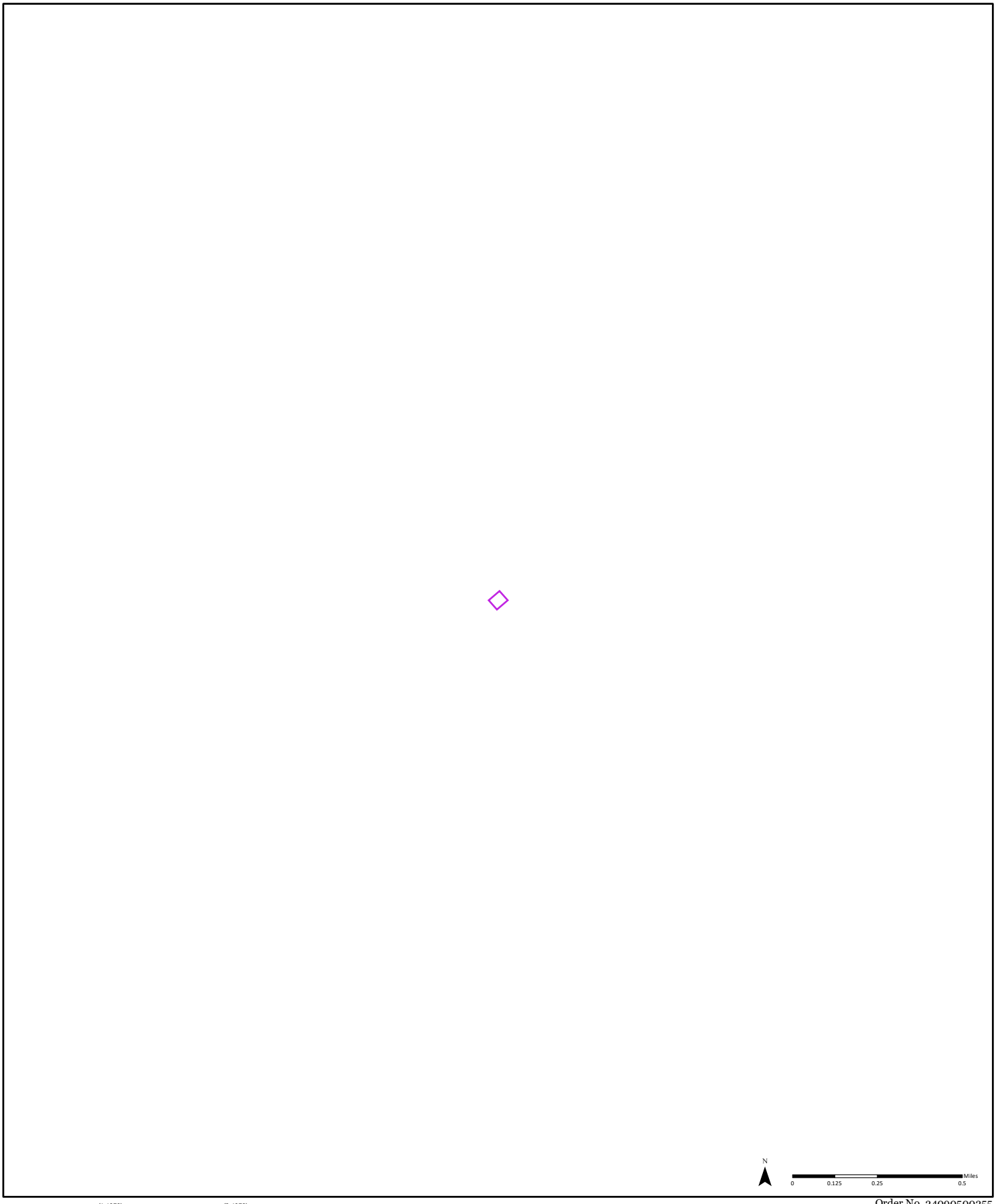
Order No. 24090500255



Available Quadrangle(s): Casselberry, FL(2-1972)
Oviedo, FL(1-1970)

Source: USGS 7.5 Minute Topographic Map

[redacted]

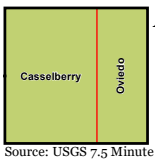


1970

(1-1970)
Aerial Photo Year: 1970
Photo Revision Year: 1970

(2-1970)
Aerial Photo Year: 1970
Photo Revision Year: 1970

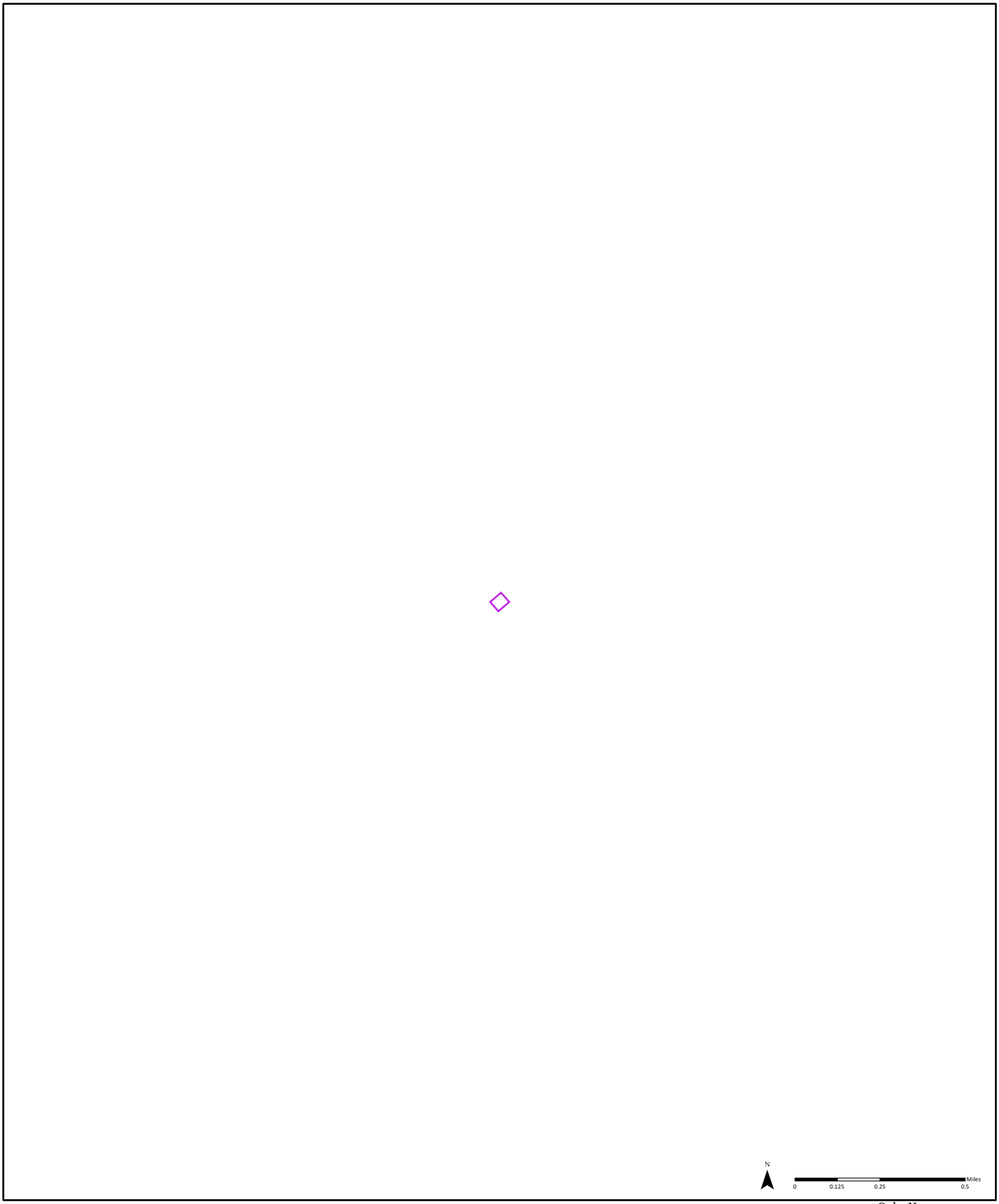
Order No. 24090500255



Available Quadrangle(s): Casselberry, FL(1-1970)
Oviedo, FL(2-1970)

Source: USGS 7.5 Minute Topographic Map

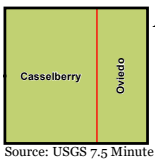
[redacted]



1962

(1-1962)
Aerial Photo Year: 1958

Order No. 24090500255



Available Quadrangle(s): Casselberry, FL(1-1962)

Source: USGS 7.5 Minute Topographic Map

CITY DIRECTORY

Project Property:	*The Learning Experience* *SR 434 and Michael Blake Boulevard* *Winter Springs,FL 32708*
Project No:	*4420424-0006043.00*
Requested By:	*NV5*
Order No:	*24090500255*
Date Completed:	*September 12, 2024*

Environmental Risk Information Services
A division of Glacier Media Inc.
1.866.517.5204 | info@erisinfo.com | erisinfo.com

September 12, 2024
RE: CITY DIRECTORY RESEARCH
SR 434 and Michael Blake Boulevard
Winter Springs,FL 32708

Thank you for contacting ERIS for an City Directory Search for the site described above. Our staff has conducted a reverse listing City Directory search to determine prior occupants of the subject site and adjacent properties. We have provided the nearest addresses(s) when adjacent addresses are not listed. If we have searched a range of addresses, all addresses in that range found in the Directory are included.

Note: Reverse Listing Directories generally are focused on more highly developed areas. Newly developed areas may be covered in the more recent years, but the older directories will tend to cover only the "central" parts of the city. To complete the search, we have either utilized the ACPL, Library of Congress, State Archives, and/or a regional library or history center as well as multiple digitized directories. These do not claim to be a complete collection of all reverse listing city directories produced.

ERIS has made every effort to provide accurate and complete information but shall not be held liable for missing, incomplete or inaccurate information. To complete this search we used the general range(s) below to search for relevant findings. If you believe there are additional addresses or streets that require searching please contact us at 866-517-5204.

Search Criteria:
All of Michael Blake Blvd
1220-1900 of State Rd 434
Search Notes:
State Road 434 is also known as Longwood-Oviedo Rd NE in Winter Springs.

Search Results Summary

Date	Source	Comment
2023	DIGITAL BUSINESS DIRECTORY	
2020	DIGITAL BUSINESS DIRECTORY	
2016	DIGITAL BUSINESS DIRECTORY	
2012	DIGITAL BUSINESS DIRECTORY	
2007	DIGITAL BUSINESS DIRECTORY	
2003	DIGITAL BUSINESS DIRECTORY	
2000	DIGITAL BUSINESS DIRECTORY	
1996	CITY PUBLISHING CO	
1990	CITY PUBLISHING CO	
1986	POLKS	
1981	POLKS	
1976	POLKS	
1972	POLKS	
1968	POLKS	

2023 MICHAEL BLAKE BLVD

SOURCE: DIGITAL BUSINESS DIRECTORY

80 **SAVOY GRACIOUS RETIRE LIVING**...*RESIDENTIAL CARE HOMES*
151 **BLAKE APARTMENTS**...*REAL ESTATE INVESTMENTS*
324 **MICHAEL WHITE**...*RESIDENTIAL*
396 **BETHANY MC CABE**...*RESIDENTIAL*

2023 STATE RD 434

SOURCE: DIGITAL BUSINESS DIRECTORY

1220 **STARBUCKS**...*COFFEE SHOPS*
1491 **ADVENTURE CYCLING**...*BICYCLES-REPAIRING*
1491 **ADVENTURE CYCLING**...*BICYCLES-DEALERS*
1491 **CHINA WOK**...*CATERERS*
1491 **CHINA WOK**...*RESTAURANTS*
1491 **CIRCLE CHRISTIAN SCHOOL**...*SCHOOLS*
1491 **CIRCLE CHRISTIAN SCHOOL**...*SCHOOLSUNIVERSITIES & COLLEGES ACADEMIC*
1491 **CIRCLE CHRISTIAN SCHOOL**...*E-COMMERCE*
1491 **KYS CAPITAL LLC**...*CLEANERS*
1491 **METRO CHURCH**...*MISSIONS*
1491 **METRO CHURCH**...*CHURCHES*
1491 **METRO CHURCH ALARM**...*CHURCHES*
1491 **PATHWAY COUNSELING MINISTRIES**...*COUNSELING SERVICES*
1491 **WISE, CHARLES A**...*COUNSELORSCOUPLES*
1491 **WISE, CHARLES A**...*COUNSELORS*
1495 **FIRST NATIONAL BANK OF MT DORA**...*BANKS*
1501 **DUNKIN' DONUTS**...*DOUGHNUTS*
1501 **SPEEDWAY**...*CONVENIENCE STORES*
1511 **ACMP**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **ACTOVOICE INC**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **ALPHA EMC**...*ENVIRONMENTAL & ECOLOGICAL SERVICES*
1511 **CHANGE MANAGEMENT PRO ASSN**...*ASSOCIATIONS*
1511 **DATANAUTIX**...*CONSULTANTS-BUSINESS NEC*
1511 **DOTNET EVERYTHING CATHOLIC**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **EXAM PLUS**...*EMPLOYEE ASSISTANCE PROGRAMS*
1511 **FRESHORIZE**...*AIR FRESHENERS-MANUFACTURERS*
1511 **INTEGRATION WIRING**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **IRBLICH SCHOOLS LLC**...*SCHOOLS-NURSERY & KINDERGARTEN ACADEMIC*
1511 **IROC HOLDINGS LLC**...*HOLDING COMPANIES (NON-BANK)*
1511 **MOSAIC WEALTH MANAGEMENT GROUP**...*FINANCIAL PLANNING CONSULTANTS*
1511 **MOSAIC WEALTH MANAGEMENT GROUP**...*ACCOUNTANTS*
1511 **N R ELECTRONICS LLC**...*ELECTRONIC EQUIPMENT & SUPPLIES-RETAIL*
1511 **PINNACLE FAMILY-DIABETES MED**...*CLINICS*
1511 **RESTIRES.COM**...*ADVERTISING-COMPUTER*
1511 **REYES, BELKIS A**...*PATHOLOGISTS*
1511 **SOUTHERN MARKETING ASSOC**...*MANUFACTURERS-AGENTS & REPRESENTATIVES*
1511 **SPORTZCAST INC**...*SCOREBOARDS (WHLS)*
1511 **U V S JUNCTION**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **UCF INCUBATOR**...*BUSINESS SERVICES NEC*
1511 **WINTER SPRINGS CAR ACCIDENT**...*ATTORNEYS*
1511 **WINTER SPRINGS FL TOP MOVERS**...*MOVERS*

2020 MICHAEL BLAKE BLVD

SOURCE: DIGITAL BUSINESS DIRECTORY

151 **BLAKE APARTMENTS**...*REAL ESTATE INVESTMENTS*
324 **MICHAEL WHITE**...*RESIDENTIAL*
396 **BETHANY MC CABE**...*RESIDENTIAL*

2020 STATE RD 434

SOURCE: DIGITAL BUSINESS DIRECTORY

1220 **STARBUCKS**...*COFFEE SHOPS*
1491 **ADVENTURE CYCLING**...*BICYCLES-DEALERS*
1491 **ADVENTURE CYCLING**...*BICYCLES-REPAIRING*
1491 **CHINA WOK**...*CATERERS*
1491 **CHINA WOK**...*RESTAURANTS*
1491 **KYS CAPITAL LLC**...*CLEANERS*
1491 **METRO CHURCH**...*CHURCHES*
1491 **METRO CHURCH**...*MISSIONS*
1491 **METRO CHURCH ALARM**...*CHURCHES*
1491 **PATHWAY COUNSELING MINISTRIES**...*COUNSELING SERVICES*
1491 **WISE, CHARLES A**...*COUNSELORSCOUPLES*
1491 **WISE, CHARLES A**...*COUNSELORS*
1501 **DUNKIN' DONUTS**...*DOUGHNUTS*
1501 **SPEEDWAY**...*CONVENIENCE STORES*
1511 **ACMP**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **ACTOVOICE INC**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **ALPHA EMC**...*ENVIRONMENTAL & ECOLOGICAL SERVICES*
1511 **CHANGE MANAGEMENT PRO ASSN**...*ASSOCIATIONS*
1511 **DATANAUTIX**...*CONSULTANTS-BUSINESS NEC*
1511 **DOTNET EVERYTHING CATHOLIC**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **EXAM PLUS FL CORP**...*E-COMMERCE*
1511 **FRESHORIZE**...*AIR FRESHENERS-MANUFACTURERS*
1511 **IROC HOLDINGS LLC**...*HOLDING COMPANIES (NON-BANK)*
1511 **MOSAIC WEALTH MANAGEMENT GROUP**...*FINANCIAL PLANNING CONSULTANTS*
1511 **MOSAIC WEALTH MANAGEMENT GROUP**...*ACCOUNTANTS*
1511 **N R ELECTRONICS LLC**...*ELECTRONIC EQUIPMENT & SUPPLIES-RETAIL*
1511 **NEXGEN GLOBAL TECHNOLOGIES LLC**...*FEDERAL GOVERNMENT CONTRACTORS*
1511 **PINNACLE PROPERTY MANAGEMENT**...*REAL ESTATE*
1511 **PINNACLE PROPERTY MANAGEMENT**...*REAL ESTATE MANAGEMENT*
1511 **REYES, BELKIS A**...*PATHOLOGISTS*
1511 **SOUTHERN MARKETING ASSOC**...*MANUFACTURERS-AGENTS & REPRESENTATIVES*
1511 **U V S JUNCTION**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **UCF INCUBATOR**...*BUSINESS SERVICES NEC*
1511 **WINTER SPRINGS CAR ACCIDENT**...*ATTORNEYS*
1511 **WINTER SPRINGS FL TOP MOVERS**...*MOVERS*

2016 MICHAEL BLAKE BLVD

SOURCE: DIGITAL BUSINESS DIRECTORY

304 **RAMABUJJAYYA TALLURI**...*RESIDENTIAL*
356 **CHRISTA VAUGHAN**...*RESIDENTIAL*
396 **BETHANY MC CABE**...*RESIDENTIAL*
396 **DON MC CABE**...*RESIDENTIAL*

2016 STATE RD 434

SOURCE: DIGITAL BUSINESS DIRECTORY

1491 **ADVENTURE CYCLING**...*BICYCLES-DEALERS*
1491 **ADVENTURE CYCLING**...*BICYCLES-REPAIRING*
1491 **CHINA WOK**...*RESTAURANTS*
1491 **CHINA WOK**...*CATERERS*
1491 **DAVIDS HEART CHRISTIAN STORE**...*BOOK DEALERS-RETAIL*
1491 **FASHION NAILS**...*COSMETICS & PERFUMES-RETAIL*
1491 **METRO CHURCH**...*CHURCHES*
1491 **PATHWAY COUNSELING MINISTRIES**...*COUNSELING SERVICES*
1495 **BB&T**...*BANKS*
1501 **BLIMPIE SUBS & SALADS**...*FOODS-CARRY OUT*
1501 **BLIMPIE SUBS & SALADS**...*RESTAURANTS*
1501 **DUNKIN' DONUTS**...*DOUGHNUTS*
1501 **GODFATHER'S PIZZA**...*PIZZA*
1501 **GODFATHER'S PIZZA**...*RESTAURANTS*
1501 **HESS EXPRESS**...*SERVICE STATIONS-GASOLINE & OIL*
1511 **CENTERLINE HOMES**...*HOME BUILDERS*
1511 **CHANGE MANAGEMENT PRO ASSN**...*ASSOCIATIONS*
1511 **EXAM PLUS FL CORP**...*E-COMMERCE*
1511 **FIDELITY SECURITY AGENCY LLC**...*UNCLASSIFIED ESTABLISHMENTS*
1511 **IRBLICH SCHOOLS LLC**...*CHILD DAY CARE SERVICES*
1511 **MOSAIC WEALTH MANAGEMENT GROUP**...*FINANCIAL PLANNING CONSULTANTS*
1511 **N R ELECTRONICS LLC**...*ELECTRONIC EQUIPMENT & SUPPLIES-RETAIL*
1511 **OVIEDO PATIENT CTR**...*NONCLASSIFIED ESTABLISHMENTS*
1511 **OVIEDO WINTER SPG REGL CHAMBER**...*CHAMBERS OF COMMERCE*
1511 **PINNACLE PROPERTY MANAGEMENT**...*REAL ESTATE MANAGEMENT*
1511 **RV HIT**...*RECREATIONAL VEHICLES*
1511 **UCF INCUBATOR**...*BUSINESS SERVICES NEC*
1511 **WINTER SPRINGS CAR ACCIDENT**...*ATTORNEYS*
1511 **WINTER SPRINGS FL TOP MOVERS**...*MOVERS*

2012 MICHAEL BLAKE BLVD

SOURCE: DIGITAL BUSINESS DIRECTORY

NO LISTING FOUND

2012 STATE RD 434

SOURCE: DIGITAL BUSINESS DIRECTORY

1491	**A PUPPIES LOVE**...*PET SHOPS*
1491	**ADVENTURE CYCLING**...*SPORTING GOODS STORES*
1491	**ADVENTURE CYCLING**...*BICYCLES-DEALERS*
1491	**CHINA ACE RESTAURANT**...*FULL-SERVICE RESTAURANTS*
1491	**CHINA ACE RESTAURANT**...*ORIENTAL MENU*
1491	**CHINA WOK**...*RESTAURANTS*
1491	**CONGRESSIONAL HOMES**...*LAND SUBDIVISION*
1491	**FASHION NAILS**...*NAIL SALONS*
1491	**FASHION NAILS**...*COSMETICS & PERFUMES-RETAIL*
1491	**FASHION NAILS**...*BEAUTY SHOP*
1491	**METRO CHURCH**...*CHURCHES*
1491	**MOTHER KIM'S CLEANERS**...*CLEANERS*
1491	**MOTHER KIMS CLEANERS**...*DRYCLEANING & LAUNDRY SVCS*
1491	**PET RESCUE & SUPPLY INC**...*PETS,PET SUPPS*
1491	**SEMINOLE TRAIL ANIMAL HOSPITAL**...*VETERINARY SVCS*
1491	**SOUTH SEMINOLE CHRISTIAN CHR**...*SCHOOLS-NURSERY & KINDERGARTEN ACADEMIC*
1491	**SOUTH SEMINOLE CHRISTIAN PRSCH**...*NURSERY SCHOOL*
1491	**XTRANET SOLUTIONS**...*DATA PROC & PREP*
1491	**XTRANET SOLUTIONS**...*CUSTOM COMPUTER PROGRAMMING SVCS*
1491	**ZIMMER GROUP INC**...*NONCLASSIFIED ESTABLISHMENTS*
1501	**BLIMPIE SUBS & SALADS**...*FULL-SERVICE RESTAURANTS*
1501	**BLIMPIE SUBS & SALADS**...*RESTAURANTS*
1501	**BLIMPIES RESTAURANT**...*QUICK SERV SANDWICH/DELI*
1501	**GODFATHER'S PIZZA**...*PIZZA*
1501	**GODFATHERS PIZZA**...*PIZZA*
1501	**GODFATHERS PIZZA**...*FULL-SERVICE RESTAURANTS*
1501	**GODFATHERS PIZZA**...*QUICK SERV PIZZA PARLOR*
1501	**HESS EXPRESS**...*OTHER GASOLINE STATIONS*
1501	**HESS EXPRESS**...*RESTAURANTS*
1501	**HESS EXPRESS**...*GASOLINE SV STATION*
1501	**PNC ATM**...*AUTOMATED TELLER MACHINES*
1511	**CENTERLINE HOMES**...*HOME BUILDERS*
1511	**CENTERLINE HOMES**...*NEW CONST 1-FAM HOUSE*
1511	**CLEARTALK TELECOM**...*ALL OTHER TELECOMMUNICATIONS*
1511	**PINNACLE PROPERTY MANAGEMENT**...*REAL ESTATE MANAGEMENT*
1511	**PINNACLE PROPERTY MANAGEMENT**...*OFFICES OF REAL ESTATE AGENTS & BROKERS*
1511	**PRO FILE SYSTEMS**...*NONCLASSIFIED ESTABLISHMENTS*
1511	**SNAP ON TOOLS**...*MFG HAND/EDGE TOOLS*
1511	**SNAP ON TOOLS**...*HARDWARE STORES*
1511	**SNAP ON TOOLS CO**...*TOOLS (WHOLESALE)*
1511	**SNAP ON TOOLS CO**...*HAND TOOLS*
1511	**UCF INCUBATOR**...*BUSINESS SERVICES NEC*
1511	**VISTAWILLA OFFICE CTR**...*REAL ESTATE LEAS/RENT*
1511	**VISTAWILLA OFFICE CTR**...*NONRESIDENTIAL PROPERTY MANAGERS*
1511	**WINTER SPRINGS FL TOP MOVERS**...*MOVERS*
1800	**INFRASTRUCTURE ENGINEERS INC**...*ENGINEERS*

2007 MICHAEL BLAKE BLVD

SOURCE: DIGITAL BUSINESS DIRECTORY

NO LISTING FOUND

2007 STATE RD 434

SOURCE: DIGITAL BUSINESS DIRECTORY

1491	**A PUPPIES LOVE**...*PET SHOPS*
1491	**ADVENTURE CYCLING**...*BICYCLES-DEALERS*
1491	**CHINA ACE RESTAURANT**...*ORIENTAL MENU*
1491	**CHINA ACE RESTAURANT**...*FULL-SERVICE RESTAURANTS*
1491	**CHINA WOK**...*RESTAURANTS*
1491	**FASHION NAILS**...*COSMETICS & PERFUMES-RETAIL*
1491	**METRO CHURCH**...*CHURCHES*
1491	**MOTHER KIM'S CLEANERS**...*CLEANERS*
1491	**N'KARRY KASH**...*RESIDENTIAL*
1501	**BLIMPIE SUBS & SALADS**...*RESTAURANTS*
1501	**BLIMPIE SUBS & SALADS**...*FULL-SERVICE RESTAURANTS*
1501	**BLIMPIES RESTAURANT**...*QUICK SERV SANDWICH/DELI*
1501	**GODFATHER'S PIZZA**...*PIZZA*
1501	**GODFATHERS PIZZA**...*PIZZA*
1501	**GODFATHERS PIZZA**...*FULL-SERVICE RESTAURANTS*
1501	**HESS EXPRESS**...*RESTAURANTS*
1501	**PNC ATM**...*AUTOMATED TELLER MACHINES*
1511	**CENTERLINE HOMES**...*HOME BUILDERS*
1511	**PINNACLE PROPERTY MANAGEMENT**...*REAL ESTATE MANAGEMENT*
1511	**PRO FILE SYSTEMS**...*NONCLASSIFIED ESTABLISHMENTS*
1511	**UCF INCUBATOR**...*BUSINESS SERVICES NEC*
1511	**WINTER SPRINGS FL TOP MOVERS**...*MOVERS*
1800	**INFRASTRUCTURE ENGINEERS INC**...*ENGINEERS*

2003 MICHAEL BLAKE BLVD

SOURCE: DIGITAL BUSINESS DIRECTORY

NO LISTING FOUND

2003 STATE RD 434

SOURCE: DIGITAL BUSINESS DIRECTORY

1491 **DAVIDS HEART CHRISTIAN STORE**
1491 **FASHION NAILS**...*BEAUTY SCHOOLS*
1491 **LIJING CHINESE RESTAURANT**...*STEAK AND BARBECUE RESTAURANTS*
1491 **SEMINOLE TRAIL ANIMAL HOSPITAL**
1491 **ZIMMER GROUP INC**
1501 **BLIMPIE SALAD & SANDWICHES**...*STEAK AND BARBECUE RESTAURANTS*
1501 **GODFATHER'S PIZZA**
1501 **HESS EXPRESS**...*STEAK AND BARBECUE RESTAURANTS*

2000 MICHAEL BLAKE BLVD

SOURCE: DIGITAL BUSINESS DIRECTORY

NO LISTING FOUND

2000 STATE RD 434

SOURCE: DIGITAL BUSINESS DIRECTORY

1501 **HESS EXPRESS**...*STEAK AND BARBECUE RESTAURANTS*

1996 MICHAEL BLAKE BLVD

SOURCE: CITY PUBLISHING CO

STREET NOT LISTED

1996 STATE RD 434

SOURCE: CITY PUBLISHING CO

RANGE NOT LISTED

1990 MICHAEL BLAKE BLVD

SOURCE: CITY PUBLISHING CO

STREET NOT LISTED

1990 STATE RD 434

SOURCE: CITY PUBLISHING CO

RANGE NOT LISTED

1986 MICHAEL BLAKE BLVD

SOURCE: POLKS

STREET NOT LISTED

1986 STATE RD 434

SOURCE: POLKS

RANGE NOT LISTED

1981 MICHAEL BLAKE BLVD

SOURCE: POLKS

STREET NOT LISTED

1976 MICHAEL BLAKE BLVD

SOURCE: POLKS

STREET NOT LISTED

1976 STATE RD 434

SOURCE: POLKS

RANGE NOT LISTED

1972 MICHAEL BLAKE BLVD

SOURCE: POLKS

STREET NOT LISTED

1972 STATE RD 434

SOURCE: POLKS

RANGE NOT LISTED

1968 MICHAEL BLAKE BLVD

SOURCE: POLKS

STREET NOT LISTED

1968 STATE RD 434

SOURCE: POLKS

RANGE NOT LISTED

APPENDIX F

Qualifications of Environmental Professionals



ENVIRONMENTAL
Orlando, FL
Scott.Graf@NV5.com
813.952.8747

EDUCATION
BA, Geology/Environmental Science, Thiel College

EXPERIENCE
33 years

REGISTRATIONS
Professional Geologist (PG), Florida, No. PG1879

Licensed Mold Assessor, Florida, No. MRSA1337

CERTIFICATIONS
Occupational Safety and Health Administration (OSHA) 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER)

OSHA 8-Hours Site Supervisor

AHERA Asbestos Inspector

Respiratory Protection Certification

* = indicates a project that was performed while employed at a different firm.

SCOTT D. GRAF, PG

Project Manager

Scott has over 33 years of experience in the environmental consulting field. His experience includes geological and hydrogeological evaluations, due diligence assessments, contamination assessment and remediation, solid waste groundwater monitoring plans, indoor air quality evaluations, lead-based paint evaluations, and asbestos surveys. Scott has served as a Department Manager or Office Manager since 1998 and he has extensive experience in all aspects of project and contract management for projects and contracts ranging from several thousand dollars to $3M+.

Project Experience

ENVIRONMENTAL ENGINEERING SERVICES CONTRACT*
CITY OF CLEARWATER, FLORIDA

Mr. Graf served as Project Manager for this multi-year environmental services contract. The projects typically involved various environmental assessments and evaluations required for funding under the Community Development Block Grant Program (CDBG). Projects included Phase I and II ESAs, Environmental Assessments for HUD-assisted projects, Historic Preservation Evaluations, Archeological Evaluations, and Asbestos Surveys.

ENVIRONMENTAL ENGINEERING SERVICES CONTRACT*
PINELLAS COUNTY, FLORIDA

Mr. Graf served as Project Manager for this multi-year environmental services contract. Projects included Phase I and II ESAs, soil assessments, landfill gas monitoring, and groundwater assessment and remediation.

ENVIRONMENTAL ENGINEERING SERVICES CONTRACT*
CITY OF TAMPA, FLORIDA

Mr. Graf served as Project Manager for this multi-year environmental services contract. Projects included Phase I and II ESAs, site assessment and remediation of contaminated soil and groundwater, and review/approval of Voluntary Cleanup Tax Credit applications under the Florida Brownfield Program.

EPA FEDERAL BROWNFIELD ASSESSMENT GRANTS*
FLORIDA

Project Manager for three separate federal Brownfield Assessment Grants in Florida from 2014 through 2022 with grant fees ranging from $300-$600K. Grant scope included Phase I and II ESAs, Generic and Site-Specific Quality Assurance Project Plans (SSQAPPs), Analysis of Brownfield Cleanup Alternatives (ABCAs), asbestos surveys, and wetland assessments.

Project Experience (Cont'd)

BLOCK 75 REDEVELOPMENT*

TAMPA, FL

Senior Project Reviewer and client point of contact for $3M remediation project in the heart of downtown Tampa across from City Hall with two separate petroleum facilities/discharges remediated prior to property redevelopment for a mid-rise hotel. The project included $1M in Advanced Cleanup for Redevelopment (ACR) funding through the FDEP and Scott assisted in obtaining the maximum Voluntary Cleanup Tax Credit (VCTC) reimbursement through the Florida Brownfield Program. He presented this project at the 2019 Environmental Permitting Summer School and the 2019 Florida Remediation Conference, and the presentation was then used by the FDEP Tallahassee for internal training in early 2020.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS*

FLORIDA, GEORGIA, LOUISIANA, MISSISSIPPI

Project Manager/ Senior Project Reviewer for 1,000+ environmental assessments on residential, commercial, industrial and military properties throughout Florida and the Southeast U.S.

PHASE II ENVIRONMENTAL SITE ASSESSMENTS*

FLORIDA, GEORGIA, LOUISIANA, MISSISSIPPI

Project Manager or Senior Project Reviewer for hundreds of Phase II ESAs including soil, groundwater and/or sediment testing on residential, commercial, and industrial properties throughout Florida and the Southeast U.S.

CONTAMINATION ASSESSMENT REPORTS (CARS)/SITE ASSESSMENT REPORTS (SARS)*

FLORIDA, GEORGIA, NORTH CAROLINA, SOUTH CAROLINA

Project Manager/Senior Project Reviewer for hundreds of contamination assessment projects at commercial, industrial and military properties throughout Florida and the Southeast U.S. Contaminants included petroleum, chlorinated solvents, pesticides, and metals.

ASSESSMENT, REMEDIATION, MONITORING AND TANK COMPLIANCE PROJECTS*

SOUTHEASTERN UNITED STATES

Project Manager at over forty 7-Eleven stores located throughout Florida, Georgia, North Carolina and South Carolina. Scott was responsible for managing and supervising assessment, remediation, monitoring and tank compliance projects, and obtaining regulatory approval. He was also responsible for project budget tracking, cost projections, and proposed approach to regulatory closure, and was required to present a summary for each project during quarterly client meetings.

STORAGE TANK REMOVALS*

FLORIDA

Scott has been responsible for all aspects of petroleum storage tank removals at various sites throughout Florida. The project scopes included preparation of bid specifications, subcontractor selection, tank removal oversight, closure assessment, and reporting. Some of these tank removal projects also involved replacement with new petroleum storage systems.

CHLORINATED SOLVENT CLEANUP SITES*

ORLANDO & JACKSONVILLE, FL

Scott served as Senior Project Manager for two "guaranteed" cleanup contracts for commercial properties contaminated by chlorinated solvents from dry cleaning operations. These projects involved site assessments, remedial action plans, remedial system installation and subsequent system operation and maintenance.

ASBESTOS SURVEYS*

FLORIDA

Scott has completed over 100 asbestos surveys for due diligence purposes and pre-demolition/renovation NESHAP asbestos surveys and various residential and commercial facilities.

LANDFILL PROJECTS*

FLORIDA

Scott has been responsible for groundwater monitoring plans, permit renewals, and groundwater/surface water monitoring at Class III and C&D Landfills. The groundwater/surface water monitoring involved the testing of monitoring wells and surface water, a comparison of results to state action levels, and the preparation of semi-annual and annual monitoring reports.

INDOOR AIR QUALITY ASSESSMENTS*

FLORIDA

Scott has completed indoor air quality assessments for residential, commercial and public facilities. These assessments involved the collection of air, culture plate, swab and/or bulk samples, interpretation of laboratory and field monitoring results, preparation of a summary report, and recommendations for remediation, if necessary.



EHS | ENVIRONMENTAL
Miami Lakes, FL
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EDUCATION
BS, Earth Sciences, Norwich University, VT

EXPERIENCE
38 years

REGISTRATIONS
Professional Geologist, Florida, No. PG2394, 07.31.2024

Professional Geologist, Alabama, No. 1470, 07.20.2017, 07.30.2023

AFFILIATIONS
EPA AHERA Respiratory Protection Certified

STEPHEN J. CROTTY, P.G.

Senior Project Manager

Mr. Crotty has 38 years of experience in providing environmental consulting services to both private and municipal clients. The environmental consulting services Mr. Crotty provides include management services, both administrative and technical aspects involving Phase I and II environmental site assessments (ESA) activities; including the qualifications to be designated an environmental professional under 40 CFR Part 312, Standards and Practices for All Appropriate Inquires and ASTM method 1527-13; soil and groundwater management plans; site development and entitlement consulting; contamination studies, asbestos, lead, radon, indoor air quality (IAQ), and OSHA compliance monitoring.

Mr. Crotty has extensive experience in environmental consulting including developing action programs, preparation of bid documents, proposals, implementation of remediation procedures, project close-out and report preparation. Additionally, Mr. Crotty has supervised and managed large-scale assessment activities including equipment operators and laborers engaged in sub-surface soil explorations for material sources and roadway foundation design. He has also provided Construction management to environmental construction projects. As a Geologist for the New Hampshire DOT, Mr. Crotty assisted the research geologist in sub-surface explorations for roadway and bridge foundations to include the use of seismic equipment, boring data, and test-pits to interpret the soils and bedrock condition. Mr. Crotty is familiar with EPA, RCRA, CERCLA, OSHA, SARA, NPDES, ASTM, and numerous other federal, state, and local regulations and guidelines affecting environmental management. Mr. Crotty, as a Professional Geologist, has experience in providing reasonable assurance reports (RAR) for permitting requirements for various classes of deep injection wells used for storm and sanitary sewers. He also has been engaged to provide expert testimony services.

Project Experience

CLASS V DEEP WELL PERMITS, MIAMI-DADE COUNTY PORT OF MIAMI

MIAMI-DADE COUNTY, FL

Responsible for the geology and permit approval for a Class V Permit for four (4) deep stormwater injection wells to be place on the port's property to facilitate the port's stormwater drainage system. Responsibilities included management and oversight of the precursory soil borings required to determine site geology, development of proposed well design criteria and the completion of the reasonable assurance report for FDEP review and permit approval.

Project Experience

MIAMI-DADE COUNTY SCHOOL BOARD STATE SCHOOL "LLL" NORTH MIAMI BEACH

MIAMI-DADE COUNTY, FL

Responsible for the geology and permit approval for a Class V Permit for three (3) deep stormwater injection wells to be placed on the school property to facilitate the school's stormwater drainage system. Responsibilities included management and oversight of the precursory soil borings required to determine site geology, development of proposed well design criteria and the completion of the reasonable assurance report for FDEP review and permit approval.

PHASE I ESA AND SAR, HIALEAH GARDENS COMMERCIAL DEVELOPMENT SITE

MIAMI-DADE COUNTY, FL

Consulting geologist. Conducted a Phase I Environmental Site Assessment, soil and groundwater sampling and prepared a Site Assessment Report for this approximately 10-acre parcel in Hialeah Gardens. Miami-Dade County requested a Site Assessment Report to be prepared for the Site based on the Site's history as a former demolition debris landfill. Provided oversight for the installation of over 40 groundwater wells and collected soil samples. Prepared the Site Assessment Report for the project documenting the extents of aluminum, iron and TDS.

SOIL AND GROUNDWATER ASSESSMENT, BCAD-12/MARINA MILE SOUTH

DANIA BEACH, FL

Project manager and consulting geologist. Provided preliminary site assessment activities of the property. A Site Assessment was completed using sub-surface exploration methodologies to assess soils and groundwater. Based on the findings of the laboratory analytical results, areas were further delineated to maximize soil removal efforts and minimize cost to the client. In concurrence with the site assessment activities, quarterly monitoring of the groundwater was completed to assist in conditional closure of the property through restrictive covenants.

MULTIFACETED ENVIRONMENTAL ASSESSMENT, MULTI-FAMILY RESIDENTIAL LOW-INCOME HOUSING

MIAMI-DADE, FL

Project Manager and Consulting Geologist for Due Diligence activities for refinancing and renovations for a 300+ unit apartment complex. Responsibilities included assessment activities to soil and groundwater impacts related to the known impacted adjoining properties. Additional responsibilities included, asbestos identification surveys and asbestos abatement activities, radon screenings and implementation of radon mitigation systems as well post testing. Lead in drinking water studies, mold assessments and mitigation plans were also provided. Coordinated with county and state regulatory bodies to ensure site compliance in accordance to both County Codes and State Regulations.

SOIL ASSESSMENT AND REMEDIATION, ATLANTIC PACIFIC WEST CYPRESS HOUSING

BROWARD COUNTY, FL

Project Manager and Consulting Geologist for the assessment and management of impacted soils prior to site development of a thirty-building apartment complex. Reviewed previous studies and designed and implemented a supplemental assessment strategy to delineate and address arsenic and dieldrin impacted soils. Supervised the removal, transport and disposal of 20,000 tons of soil. Completed post remediation sampling to document that the impacted soil was properly addressed.

SOIL AND GROUNDWATER ASSESSMENT AND REMEDIATION, RE-DEVELOPED FORMER GASOLINE SERVICE STATION

INDIAN RIVER COUNTY, FL

Project Manager and Consulting Geologist for Due Diligence activities for purchasing a gasoline dispensing station for decommissioning and re-development into a retail pad ready parcel. Responsibilities included assessment activities to soil and groundwater impacts related to the present and past use of the gasoline dispensing station prior to development. The design and implementation of the remediation plan to include tank and soil removal along with groundwater monitoring. Coordinated with county and state regulatory bodies to ensure site compliance in accordance with both County Codes and State Regulations.

FDOT DISTRICT 6 – MIAMI INTERMODAL CENTER DEMOLITION AND ASBESTOS ABATEMENT CONSULTING SERVICES

MIAMI-DADE COUNTY, FL

Program Manager. Provided environmental consulting services in regards to potential asbestos and other airborne dust emissions during the acquisition, assessment and demolitions of commercial structures required to be removed in order to provide pad ready parcels for the construction of the Miami Intermodal Center. The project consisted of the inspection of commercial structures procured by the FDOT District 6 for Asbestos and additional hazardous materials that would be affected by building demolition. Developed remedial plans to mitigate the identified hazardous materials and conduct monitoring during removal of the hazardous materials and building demolition. Supervised staff preparation of inspection reports, sample collection and analysis and report preparation. The main point of contact with all regulatory agencies involved in the project and provided QA/QC of all work products.

FDOT DISTRICT 6 – DISTRICT WIDE RIGHT OF WAY (ROW) DEMOLITION AND ASBESTOS ABATEMENT CONSULTING SERVICES

MIAMI-DADE COUNTY, FL

Program Manager. The project consisted of the inspection of commercial and residential structures procured by the FDOT District 6 for Asbestos and additional hazardous materials that would be affected by building demolition. Developed remedial plans to mitigate the identified hazardous materials and conduct monitoring during removal of the hazardous materials and building demolition. Supervised staff preparation of inspection reports, sample collection and analysis and report preparation.

SE REGIONAL BULK FUEL DISTRIBUTOR REGULATORY COMPLIANCE

FLORIDA

Program Manager for regulatory compliance and site improvement projects for multiple bulk fuel facilities: Mr. Crotty was the emergency spill first contact and responsible for response, assessment, and remediation activities. As Program Manager provided Multi-Sector General Permit compliance including storm water monitoring, SWPPP, and SPCC plan design and implementation. Prepared reports required by operating permits including annual waste characterization, surface water and site discharge monitoring.

SITE ASSESSMENT AND STORAGE TANK REMOVAL AND MAINTENANCE, BOCA RATON INNOVATION CAMPUS

BOCA RATON, FL

Project Manager for regulatory compliance and site improvement projects for a 2 million square foot structure on a multi-acre campus in Boca Raton, Florida. Responsible for site assessment activities and remediation oversight. Coordinated the removal of a 20,000-gallon capacity above ground storage tank (AST) and installation of a new 4,000-gallon AST. Prepared and implemented the properties spill prevention counter control measure documents for multiple ASTs which also provided guidance in maintaining three, 30,000-gallon capacity underground storage tanks (USTs). Prepared reports required by operating permits including annual waste characterization, surface water and site discharge monitoring.

GEOTECHNICAL ENGINEERING REPORT

The Learning Experience

Winter Springs Town Center
SR 434 & Michael Blake Boulevard
Winter Springs, Orange County, Florida
September 16, 2024

Prepared for:

Richard Kerper
KW Partners, LLC
2420 Enterprise Road, Suite 201
Clearwater, FL 33763

NV5

6200 Lee Vista Blvd., Ste. 400
Orlando, FL 32822

EXECUTIVE SUMMARY

A geotechnical exploration was performed for the proposed The Learning Experience - Winter Springs located at SR 434 & Michael Blake Boulevard in Winter Springs, Orange County, Florida. A site vicinity map is presented on **Drawing No. 1** of **Appendix A**.

Based on the field explorations performed on site, which included seven (7) Standard Penetration Test (SPT) borings advanced to depths of 10 to 20 feet below grade, the proposed site development, and our experience with the site general subsoil conditions and similar developments, the following summarizes our main geotechnical recommendations:

- The encountered subsoil conditions consisted of loose to medium dense fine sand, clayey sand, and silty sand to depths of 23.5 feet below the existing grade followed by stiff clay to the termination depth of 25 feet.

- Potentially expansive clay-rich soils were encountered approximately 23 feet below the existing ground surface in borings SPT-1, 2, and 3. Although we do not anticipate the highly plastic clays encountered at this depth to affect foundation performance, other pockets of expansive clay may be encountered on site. It is current industry standard to provide a minimum of 4 feet of separation from the bottom of the foundation to the top of the expansive clay-rich soils and support a structure on conventional shallow foundations. These site preparation techniques have performed well in the area. It appears that the site grading will provide this separation, therefore conventional shallow foundations without over-excavation and replacement should perform similarly well over the life of the structure.

- The groundwater table was encountered in the top of 0.1 feet below the existing ground surface, and based on the borings, we anticipate the season high groundwater level to be near or at the existing ground surface elevation. Some engineered fill will need to be placed to reach the requirement of having a minimum distance of 2 feet below the pavement section to the estimated seasonal high groundwater level. Typical pavement sections are provided later in the report.

- The subsoil conditions are considered suitable to adequately support the proposed one-story building on conventional shallow foundations in the form of spread/strip footings and/or monolithic slab foundation supported on site soil or structural fill. Bearing pressures in the order of 2,000 to 3,000 psf are recommended with minimum footing width of 3 feet and minimum embedment depth of 3 feet assuming the 2 feet below the foundation level are compacted to 95% of modified Proctor Density. Total settlement is expected to be less than 1 inch. Detailed foundation design and construction recommendations are presented later in the report.

This report should be read in its entirety so that the recommendations presented herein are fully understood and properly implemented in the project geotechnical design.

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ATTACHMENTS

Drawing No. 1 Topographic Vicinity Map
Drawing No. 2 USDA Soils Map
Drawing No. 3 Boring Location Plan
Attachment No. 1 Borings Logs
Attachment No. 2 General Notes
Attachment No. 3 GBA Guidelines for Geotechnical Report

1.0 PROJECT INFORMATION

The proposed development of The Learning Experience - Winter Springs is planned to be situated at SR 434 & Michael Blake Blvd., in Winter Springs, Orange County, Florida. The site vicinity map can be found **on Drawing No. 1** of the Attachments. The site elevations in the vicinity of this project are estimated to be around 35 feet NGVD.

Based on the proposed site plan, the designated land will be developed with an approximately 10,000 square foot single-story building, accompanied by surface parking and driveways that are essential for the operation of the business. Building loads were not provided at the time of this report. We assume the finished floor elevation would be near the existing grade with some minimal fill.

2.0 PURPOSE

The purpose of our services on this project is to explore the shallow subsurface in order to provide geotechnical engineering recommendations for:

- Subsurface soil conditions
- Groundwater conditions
- Earthwork and excavation
- Foundation design and construction
- Floor slab design and construction
- Pavement design and construction

3.0 FIELD EXPLORATION

The subsurface conditions at the site were explored with 7 test borings; three (3) SPT borings advanced to depths of 10 feet below grade and four (4) SPT borings advanced to depths of 20 feet below grade at the approximate locations shown on **Drawing No. 3** of **Attachments**. The boring locations were marked and identified in the field using a GPS unit.

The seven (7) Standard Penetration Test Borings (SPT) were drilled to depths of 10 to 20 feet below the existing ground surface with a truck-mounted drill rig utilizing the rotary wash method. Samples of the subsurface materials were recovered at two-foot intervals within the upper 10 feet of the boring and at roughly five-foot intervals thereafter using a Standard Penetration Test split-spoon sampler (SPT) in substantial accordance with ASTM D-1586, "Standard Test Method for Standard Penetration Test and Split-Barrel Sampling of Soils." This test procedure drives a 1.4-inch I.D. split-tube sampler into the subsurface profile using a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler the second and third six-inch increments is the SPT N-value, in blows per foot, and is an indication of material strength. Upon completion of the borings, the boreholes were backfilled to the ground surface with soil cuttings.

The soil samples recovered from the borings were classified by a geotechnical engineer. The collected samples were later re-examined to confirm field classifications. Visual soil classifications were made in accordance with ASTM D2487 and ASTM D2488. Conditions encountered at each boring location are indicated on the individual boring logs shown in **Attachment No. 1** of **Appendix A**. Strata contacts shown on these boring logs are approximate. The boring data reflects conditions at the specific test location only, and at the time the borings were drilled.

4.0 GENERAL POTENTIAL FOR SINKHOLE DEVELOPMENT

Sinkhole development occurs in Florida and varies geographically from areas with almost no potential or a very low potential to areas with a high potential where sinkholes occur frequently. The subject property is in an area considered most favorable for sinkhole formation based on a map titled *Sinkhole Type, Development, and Distribution in Florida* prepared by the United States Geological Survey (USGS).

Our geotechnical work scope is not intended to specifically address sinkhole potential. However, during our limited shallow explorations, we did not detect any of the subsurface or geologic indicators typically associated with potential sinkhole development including abnormal downward pore water pressure gradients, obvious raveled zones, surface depressions, etc.

If the sinkhole potential of the site is to be formally evaluated, additional site-specific data must be obtained. This might include using geophysical methods such as electrical resistivity tests and additional geotechnical tests such as cone penetrometer test (CPT) soundings, as well as more or deeper Standard Penetration Test borings. Interpretation of the test data should be done by a professional geologist/engineer familiar with the use of these tests under local conditions.

However, it should be noted that even if indicators of sinkhole activity are found, it is impossible to predict if, when, or precisely where a sinkhole may occur. If requested, NV5 can assist in assessing the sinkhole potential at the location of the proposed construction.

5.0 SOIL AND GROUNDWATER CONDITONS

5.1 SOIL SURVEY

The USDA Soil Survey of Orange County, Florida, as shown on **Drawing No. 2**, was reviewed for a general description of the near-surface soil types that may be anticipated at the site. It should be noted that the Soil Survey is not intended as a substitute for site-specific geotechnical exploration; rather it is a useful tool in planning a project scope in that it provides information on soil types likely to be encountered. The major shallow subsurface profile at the project site is represented in the following:

> ***27 – Pomello, fine sand, 0 to 5 percent slopes:*** – This is a moderately well drained soil found on sandy marine deposits. Slopes are convex and linear. The water table is about 24 to 42 inches below the surface. Surface runoff is low with low ponding. Permeability in the surface and subsurface layers is moderately high to high.
>
> The surface layer is fine sand about 4 inches thick. The subsurface layer is fine sand to a depth of 55 inches. The subsoil extends to a depth of 80 inches of fine sand. Organic matter content is low to moderately low in the surface layer
>
> ***29 – St. Johns and EauGallie, fine sands, 0 to 2 percent slopes***: - This is a poorly drained soil found on sandy and loamy marine deposits. Slopes are convex and linear. The water table is about 6 to 18 inches below the surface. Surface runoff is high with low ponding. Permeability in the surface and subsurface layers are moderately low to high.

The surface layer is fine sand about 3 inches thick. The subsurface layer is fine sand to a depth of 16 inches. The subsoil extends to a depth of 72 inches of sandy clay loam and a depth of 80 inches of loamy sand. Organic matter content is low to moderately low in the surface layer

5.2 SUBSURFACE CONDITIONS

Based on the results of the SPT borings, the encountered subsoil conditions consisted of a layer of medium dense fine sand, silty sand, and clayey sand to 23.5 feet below existing grade. High plasticity clay was encountered from 23.5 feet below existing grade on SPT-1, 2 and 3.

Conditions encountered at each boring location are indicated on the individual boring logs shown in **Attachment No. 1**. Stratification boundaries on the boring logs represent the approximate location of changes in native soil types; in situ, the transition between materials may be gradual.

5.3 GROUNDWATER

The borings were observed during drilling for the presence and level of groundwater. Groundwater was encountered in all seven borings approximately 0.1 to 0.3 feet below the existing ground surface. We estimate seasonal high groundwater table to be at the existing ground surface of the subject property. It should be recognized that fluctuations of the groundwater table will occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the boring was performed. Therefore, groundwater levels during construction or at other times in the future may be higher or lower than the levels indicated on the boring logs.

Our estimates of the seasonal groundwater conditions are based on the USDA Soil Survey, the encountered soil types and groundwater and do not represent the temporary rise in water table occurs immediately following a storm events.

6.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are based on the project characteristics previously described, the data obtained from our field explorations, and our experience with similar subsurface conditions and construction types. If subsurface conditions different from those disclosed by the borings are encountered during construction, we should be notified immediately so that we might review the following recommendations considering such changes.

6.1 FOUNDATIONS

Potentially expansive clay-rich soils were encountered in borings SPT-1, 2, and 3 at a depth of approximately 23 feet below the existing ground surface. Although we do not anticipate the highly plastic clays encountered at this depth to affect foundation performance, other pockets of expansive clay may be encountered on site. It is current industry standard to provide a minimum of 4 feet of separation from the bottom of the foundation to the top of the expansive clay-rich soils and support a structure on conventional shallow foundations. These site preparation techniques have performed well in this area. It appears that the site grading will provide this separation, therefore conventional shallow foundations without over-excavation and replacement should perform similarly well over the life of the structure.

However, in some cases, it is our experience that clay-rich soils as deep as 10 to 15 feet can affect foundation performance of conventional shallow foundations and cause aesthetic type and nuisance cracking if fluctuations in the moisture content of the clay-rich soils occur. We wish to point out that the recommendations provided in this report are intended to reduce the risk that differential foundation and slab movement will occur from volume changes in the clay-rich soils. These recommendations are not a guarantee that differential foundation movement will not occur. Any structure supported by shallow foundations that bear over expansive soils has some risk for differential movement caused by volume changes of the clay-rich soils. It is our opinion that the following recommendations are a reasonable approach to reducing this risk, and this approach has been successful on sites with similar subsurface conditions. If this risk is unacceptable, we would be happy to provide recommendations for a stiffened waffle type slab foundation or a post-tensioned slab foundation and/or associated subgrade improvements at your request.

Assuming the site is prepared as recommended in Earthwork section of this report, in our opinion, the proposed development can be supported by shallow foundation system in the form of spread/strip footings and/or monolithic slab foundation, bearing on native soil or newly placed fill extending to native soil. We anticipate the proposed building will be framed with concrete masonry units and structural concrete. Design structural loads for the proposed building were not provided at the time of this report. Design recommendations for shallow foundations for the proposed development buildings are presented below:

- For shallow spread footings: we recommend using a net allowable bearing pressure of 3,000 psf to size the column footings. Footings should be embedded to a minimum of 30 inches below lowest adjacent grades and should be at least 30 inches wide.
- For shallow strip/wall footings: we recommend using a net allowable bearing pressure of 2,500 psf to size the strip/wall footings. Footings should be embedded to a minimum of 30 inches below lowest adjacent grades and should be at least 24 inches wide.
- For monolithic slab foundation: we recommend using a net allowable bearing pressure of 2,000 psf to size the edge beams of the monolithic slab foundation. The edge beams should be embedded to a minimum of 18 inches below lowest adjacent grades and should be at least 12 inches wide.
- Total settlement of recommended shallow foundations is expected to be less than 1 inch. Differential settlement is expected to be less than ½ inch between column footing, less than ½ inch over 40 feet for strip footing, and less than ½ inch over 40 feet for monolithic slab foundation.
- Footing subgrade soils should be approved by the geotechnical engineer or his representative prior to placement of concrete and steel. As a minimum acceptance criterion, the footing subgrade soils should be compacted to a minimum density of 95% of the soils modified Proctor maximum dry density to a depth of 24 inches under foundation level.
- A minimum of one field density to a minimum depth of 1 foot below the footing subgrade per column footing and per 50 linear feet for wall and monolithic slab foundation should be performed.
- The base of all foundation excavations should be free of water and loose soil prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soils at bearing level become excessively dry, disturbed or

saturated, the affected soil should be moisture conditioned and re-compacted or removed prior to placing concrete. Place a lean concrete mud-mat over the bearing soils if the excavations must remain open overnight or for an extended period of time. It is recommended that the geotechnical engineer be retained to observe and test the soil foundation bearing materials.

- NV5 anticipates hand-operated compaction equipment will be utilized, as necessary, in footing cuts, following any mass grading. If unsuitable bearing soils are encountered in footing excavations, the excavation should be extended deeper to suitable soils and the footing could bear directly on these soils at the lower level or on suitable backfill placed in the excavations. Over-excavation for compacted backfill placement below footings should extend laterally beyond all edges of the footings. The over-excavation should then be backfilled up to the footing base elevation per the preceding general earthwork specifications, using hand operated compaction equipment in footing cuts.

6.2 GROUND FLOOR SLABS

Ground floor slabs may be supported on grade or engineered fill. Slab subgrades should be properly prepared as recommended above under Site Preparation and Grading and Drainage.

Slabs on grade may be designed using a modulus of subgrade reaction of 100 pounds per cubic inch (pci). Slabs should be reinforced for the loads that they will sustain, and construction joints should be provided at frequent intervals.

Slabs in contact with soil are subject to movement of moisture from the soil upward through the slab. To prevent such moisture vapor transmission, a moisture barrier should be placed on the slab subgrade and should be protected from damage during construction. Construction joints should be provided with water stops in any permanently submerged areas.

6.3 EARTHWORK

6.3.1 Site Preparation

Geotechnical site preparation for construction should consist of removal of all existing structures, foundations, pavements, underground utilities, landscape, and other deleterious materials within proposed building and pavement footprints. Any voids created by the removal of these deleterious materials should be properly backfilled as described in the paragraphs below.

After preparation as described above, areas for structures that will have slabs on grade or pavements should be proof rolled with a heavy roller (with vibrator turned off) or loaded truck. The proof rolling should be observed by the geotechnical engineer to identify and mitigate any weak subgrade conditions evidenced by yielding or rutting at the wheels of the roller or truck.

The site preparation recommended above should include the planned structure and pavement footprints plus a five-foot perimeter.

6.3.2 Fill Material and compaction requirements

In general, fill soils should consist of either inorganic, non-plastic sand having less than 12% material passing the No. 200 sieve. In particular, fill soils placed within the upper 12 inches of the subgrade of

building grade slabs on grade should consist of either sand with less than 10% passing the number 200 sieve.

Based on our boring data the near-surface sand should satisfy the fill criteria but might require localized sorting and moisture-conditioning prior to re-use. In any event, representative samples of the fill soils should be collected for classification and compaction testing. The maximum dry density, optimum moisture content, gradation, and plasticity should be determined. These tests are needed for quality control of the compacted fill.

Fill soils should be placed with loose lift thicknesses of not more than 12 inches, moisture-conditioned to within two (2) percent of the optimum moisture content based on ASTM D-1557 and compacted to a minimum of 95 percent relative compaction. One test should be performed for each 2,500 square feet of fill area per lift of fill soils. If during the compaction process fill shows evidence of yielding under the weight of the roller, it should be scarified and re-compacted, or removed and replaced with fill described above.

The vibrations produced by the operation of the compactor should be monitored for potential adverse effects on adjacent existing structures, pavements, and utilities. If nearby structures will be affected by the vibration of the compactor, the compaction procedure may require modification as approved by the geotechnical engineer.

6.3.3 Grading and Drainage

Final surrounding grades should be sloped away from the structure on all sides to prevent ponding of water. Roof drainage should discharge to the stormwater system or a minimum of 10 feet beyond the footprint of the proposed structures where there are pervious surfaces. Site grades should be set considering the estimated seasonal high groundwater.

6.3.4 Earthwork Construction Consideration

Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and re-compacted prior to floor slab and pavement construction.

Installation of landscape drains should be considered around the back sides of curbs to collect and control landscape irrigation and other water entering through landscaping from entering the sides of the pavement sections, reducing the potential for water-related damage. Landscape drains should be routed to the stormwater collection or other positive outfall, away from the pavement.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade, and just prior to construction of building floor slabs.

6.4 EXCAVATION AND DEWATERING

Groundwater levels were encountered in the drilled boreholes at depths from 0.1 to 0.3 feet below the existing ground. The Site may require dewatering to facilitate installation depending on the footings

and utility invert elevations and the time of year of construction. Localized dewatering, if required, may be achieved with pumps and sumps. Dewatering for deeper excavations including installation of utility systems and appurtenances for storm drains and sewer lines might require well points around those excavations. All dewatering and subsequent effluent discharge should meet the requirements of the local jurisdictional agencies. During dewatering the adjacent properties must be monitored for adverse impacts from dewatering drawdown. The dewatering subcontractor should submit a proposed design for dewatering operations to the owner for review and approval prior to commencing work.

Shallow excavations into the near-surface materials will likely stand vertical for short periods of time only. The excavation sides will unravel over time as they are exposed to weather and construction traffic. Deeper excavations, especially those that extend below the groundwater table, as well as excavations that will remain open for longer periods of time will require support in the form of temporary shoring or sliding trench boxes to prevent instability of excavation walls and to protect workers from injury. All excavations should comply with Occupational Safety and Health Administration (OSHA) design and safety requirements. Shoring designs should be signed and sealed by a Florida-licensed professional engineer and should be provided for the Owner's review.

6.5 PAVEMENT

The near surface soil in most of the project site consisted of clean fine sands, which are suitable as a subgrade material for conventional pavement sections. Soils containing construction debris should be removed and replaced prior to use. The groundwater table was encountered 0.1 to 0.3 below the existing ground surface. Engineered fill will need to be placed to reach the requirement of having a minimum distance of 2 feet below the pavement section to the estimated seasonal high groundwater level. Traffic loads are not given yet, but are anticipated to consist mostly of passenger cars, light pick-up trucks, and occasional large trash collection trucks. Based on the above information and assumptions, the minimum recommend pavement sections are as follows:

6.5.1 Light Duty- Passenger Cars Only

- 1.5 inches of asphaltic concrete structural course according to FDOT Specifications Section 330, 331 (Marshall).
- 6 inches of limerock base compacted to at least 98 percent of the Modified Proctor maximum dry density (AASHTO T-180 or ASTM D-1557). Limerock base courses should be mined from a Florida Department of Transportation (FDOT) approved source, should have a minimum LBR value of 100.
- 12 inches of compacted natural subgrade stabilized to a minimum Limerock Bearing Ratio (LBR; Florida Method of Test Designation FM 5-515) value of 40. Stabilization of the sub-base should be accomplished using coarse aggregate as well-graded crushed concrete or FDOT-approved limerock stabilization material. The subgrade should be compacted to at least 98 percent of the Modified Proctor maximum dry density (AASHTO T-180 or ASTM D-1557).

6.5.2 Heavy Duty Driveways and Areas Accessed by Truck Traffic

- 2 inches of asphaltic concrete structural course according to FDOT Specifications Section 330, 331 (Marshall).
- 8 inches of limerock base compacted to at least 98 percent of the Modified Proctor maximum dry density (AASHTO T-180 or ASTM D-1557). Limerock base courses should be

mined from a Florida Department of Transportation (FDOT) approved source, should have a minimum LBR value of 100.

- 12 inches of compacted natural subgrade stabilized to a minimum Limerock Bearing Ratio (LBR; Florida Method of Test Designation FM 5-515) value of 40. Stabilization of the sub-base should be accomplished using coarse aggregate as well-graded crushed concrete or FDOT-approved limerock stabilization material. The subgrade should be compacted to at least 98 percent of the Modified Proctor maximum dry density (AASHTO T-180 or ASTM D-1557).

7.0 LIMITATIONS

This report has been prepared for the exclusive use of the Owner and other members of the design/construction team for the specific projects discussed in this report. This report has been prepared in accordance with generally accepted local geotechnical engineering practices; no other warranty is expressed or implied.

The evaluation and recommendations submitted in this report are based in part upon the data collected from the field exploration. The nature or extent of variations throughout the subsurface profile may not become evident until the time of construction. If variations then appear evident, it may be necessary to evaluate our recommendations as provided in this report. In the event changes are made in the nature, design or locations of the proposed project construction, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed, and conclusions modified or verified in writing by NV5.

During the design development phase of the project, it is recommended that NV5 be retained to provide consultation to the ownership and design team, to review final foundation specification and review foundation design drawings, and to ensure that its recommendations have been correctly interpreted and implemented. Furthermore, NV5 should be retained to provide inspections during geotechnical construction. If the client does not provide NV5 with the opportunity to participate in the installation of the foundation, as is recommended in this report, then the client acknowledges and agrees that NV5 has no responsibility for the interpretation of the recommendations made in this report or for the performance of the foundation.

8.0 CLOSURE

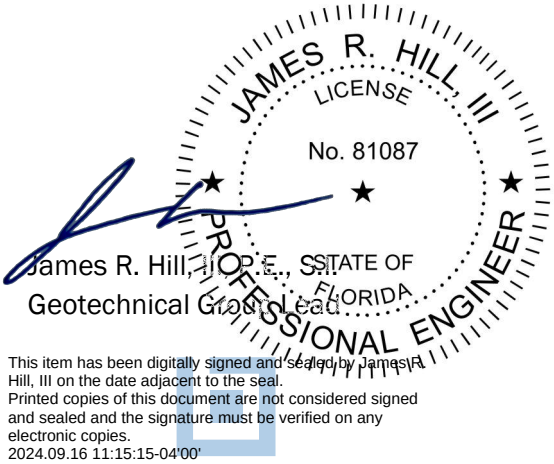
We appreciate the opportunity to provide geotechnical engineering services on this project. In the event that you have any questions concerning the contents of this report, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

NV5, Inc.



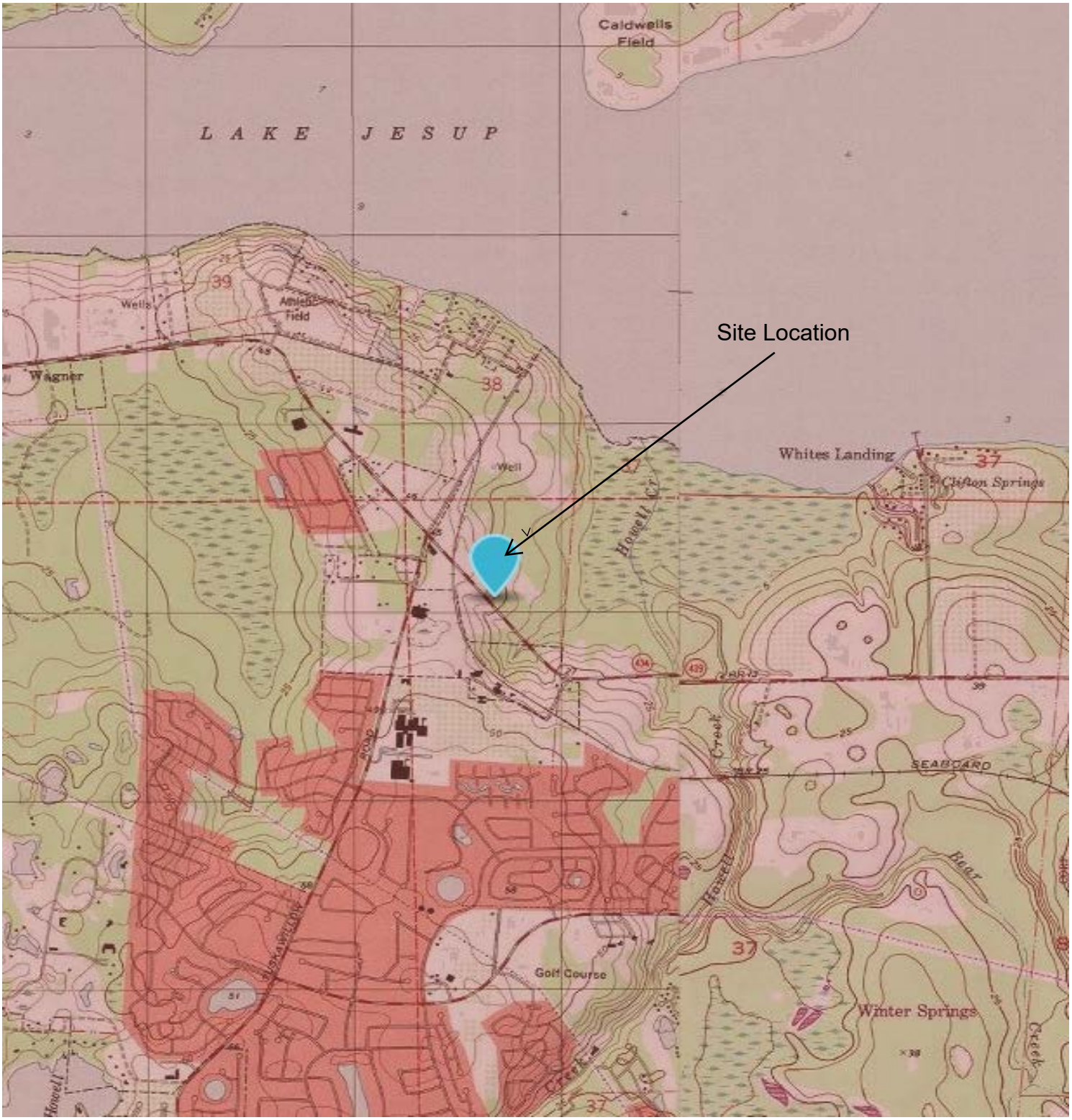
Kevin Khadar
Project Manager



James R. Hill, III, P.E., S.I.
Geotechnical Group Lead

This item has been digitally signed and sealed by James R. Hill, III on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2024.09.16 11:15:15-04'00'

ATTACHMENTS



Topographic map Courtesy of the U.S Geological Survey
Quadrangles Include Winter Springs Florida, (1964)

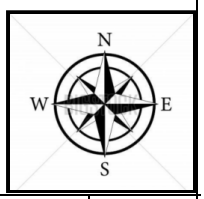
N
W E
S

Project No.:	1290724-0024056.20	NV5	**TOPOGRAPHIC MAP**	Drawing No.
Drawn By:	K.K			
Approved By:	J.H.			
Date:	09/12/2024	6200 Lee Vista Boulevard, Suite 400 | Orlando, FL 32822	The Learning Experience SR 434 & Michael Blake Blvd. Winter Springs, FL 32708	1
Scale:	NTS	P: 407-275-5120 F: 407-275-5268		



SOILS MAP INDEX- U.S.D.A SOIL SURVEY SEMINOLE COUNTY, FLORIDA

27 - Pomello, fine sand, 0 to 5 percent slopes
29 - St. Johns and EauGallie, fine sand, 0 to 2 percent slopes



Project No.:	1290724-0024056.20	NV5	**U.S.D.A. SOIL MAP**	Drawing NO.
Designed By:	K.K.			
Approved By:	J.H.		The Learning Experience SR 434 & Michael Blake Blvd. Winter Springs, FL 32708	2
Date:	09/12/2024	6200 Lee Vista Boulevard, Suite 400 | Orlando, FL 32822		
Scale:	NTS	P: 407.896.3317 F: 407.896.9167		



LEGEND

- Approximate location of SPT borings to 20 feet
- Approximate location of SPT borings to 10 feet

N
W E
S

Project No.:	1290724-00240566.20
Drawn By:	K.K.
Approved By:	J.H.
Date:	09/12/2024
Scale:	NTS

NV5
6200 Lee Vista Boulevard, Suite 400 | Orlando, FL 32822
P: 407-275-5120 F: 407-275-5268

Boring Locations Plan

The Learning Experience
SR 434 & Michael Blake Blvd.
Winter Springs, FL 32708

Drawing No.
3

Attachment No. 1

Borings Logs

Date	Project Number	Project	Boring No.
Started: 09/10/24 Completed: 09/10/24	1290724-0024056.20	The Learning Experience Winter Springs	B-01
Hammer Type: Auto	Drilling Method: SPT	Logged By: Reliable	Reviewed By: JH
Latitude: 28.6935826396724°	Longitude: -81.2591413380238°	Surface Elevation:	

Location: See Drawing 3

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater

Depth (ft)	Hour	Date
0.3	during	9-10-24

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▼	0			SPT- 1	2-2-3-4 N=7				SM	SILTY SAND (SM), dark brown, loose, fine grained with roots
										2.0'
				SPT- 2	5-7-9-10 N=19				SP-SM	SILTY SAND (SP-SM), brown, medium dense, fine grained with silt
										4.0'
	5			SPT- 3	8-10-13-12 N=25	20	23		SC	CLAYEY SAND (SC), brown, medium dense, fine grained
				SPT- 4	7-6-6-8 N=14					Medium brown at 6.0 feet
										8.0'
				SPT- 5	6-7-7-8 N=15					SILTY SAND (SP-SM), brown, medium dense, fine grained with silt
	10									
				SPT- 6	7-7-8 N=15				SP-SM	
	15									
				SPT- 7	7-7-8 N=15					
	20									
										23.5'
	25			SPT- 8	4-5-5 N=10	49	94	LL= 118 PI= 98	CH	CLAY (CH), gray, stiff
										25.0'

Notes:
Boring terminated at depth of (25.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

Date	Project Number	Project	Boring No.
Started: 09/10/24 Completed: 09/10/24	1290724-0024056.20	The Learning Experience Winter Springs	B-02
Hammer Type: Auto	Drilling Method: SPT	Logged By: Reliable	Reviewed By: JH
Latitude: 28.6935316506832°	Longitude: -81.258958452003°	Surface Elevation:	

Location: See Drawing 3

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater

Depth (ft)	Hour	Date
0.1	during	9-10-24

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▼	0			SPT- 1	2-3-3-3 N=6	28	6			SAND (SP), dark brown, loose, fine grained
				SPT- 2	4-5-5-6 N=11				SP	Brown, medium dense at 2.0 feet
	5			SPT- 3	4-5-5-5 N=10					Loose to medium dense at 4.0 feet
										6.0'
				SPT- 4	6-6-7-7 N=14	22	22			CLAYEY SAND (SC), tan, medium dense
				SPT- 5	7-10-10-11 N=21				SC	
	10									
										13.5'
				SPT- 6	6-7-10 N=17					SAND (SP), tan, medium dense
	15								SP	
										18.5'
				SPT- 7	6-7-11 N=18					SILTY SAND (SP-SM), tan, medium dense with silt
	20								SP-SM	
										23.5'
				SPT- 8	4-5-5 N=10				CH	CLAY (CH), gray, stiff
	25									25.0'

Notes:
Boring terminated at depth of (25.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

Date	Project Number	Project	Boring No.
Started: 09/10/24 Completed: 09/10/24	1290724-0024056.20	The Learning Experience Winter Springs	B-03
Hammer Type: Auto	Drilling Method: SPT	Logged By: Reliable	Reviewed By: JH
Latitude: 28.6934569938994°	Longitude: -81.2587973415391°	Surface Elevation:	

Location: See Drawing 3

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater

Depth (ft)	Hour	Date
0.1	during	9-10-24

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▼	0									SILTY SAND (SM), dark brown, loose, fine grained with roots and wood chips
				SPT- 1	2-2-3-3 N=6				SM	
										2.0'
				SPT- 2	4-5-5-5 N=10					SAND (SP), light brown, loose to medium dense with trace roots
									SP	
	5			SPT- 3	4-5-6-9 N=15	19	12			Brown, medium dense at 4.0 feet
										6.0'
				SPT- 4	7-8-8-10 N=18	13	24		SC	CLAYEY SAND (SC), tan, medium dense, fine grained
										8.0'
				SPT- 5	6-6-7-8 N=15					SAND (SP), tan, medium dense, fine grained
	10									
				SPT- 6	6-6-7 N=13					Light tan at 13.5 feet
	15									
									SP	
				SPT- 7	7-7-9 N=16					
	20									
										23.5'
				SPT- 8	4-4-5 N=9				CH	CLAY (CH), gray, stiff
	25									25.0'

Notes:
Boring terminated at depth of (25.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

Date	Project Number	Project	Boring No.
Started: 09/11/24 Completed: 09/11/24	1290724-0024056.20	The Learning Experience Winter Springs	B-04
Hammer Type: Auto	Drilling Method: SPT	Logged By: Reliable	Reviewed By: JH
Latitude: 28.6937142923129°	Longitude: -81.2588201482274°	Surface Elevation:	

Location: See Drawing 3

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater

Depth (ft)	Hour	Date
0.1	during	9-11-24

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▼	0			SPT- 1	2-2-3-4 N=7	28	9		SM	SILTY SAND (SM), medium brown, loose, fine grained
										2.0'
				SPT- 2	3-4-4-4 N=8				SP	SAND (SP), medium brown, loose with some roots
										4.0'
	5			SPT- 3	4-5-5-6 N=11				SP-SM	SILTY SAND (SP-SM), brown, medium dense, fine grained with silt
										6.0'
				SPT- 4	5-5-5-6 N=11				SC	CLAYEY SAND (SC), brown, medium dense
										8.0'
				SPT- 5	4-4-5-5 N=10				SP-SM	SILTY SAND (SP-SM), dark brown, loose to medium dense, fine grained with silt
	10									10.0'

Notes:
Boring terminated at depth of (10.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

Date	Project Number	Project	Boring No.
Started: 09/11/24 Completed: 09/11/24	1290724-0024056.20	The Learning Experience Winter Springs	B-05

Hammer Type: Auto	Drilling Method: SPT	Logged By: Reliable	Reviewed By: JH
Latitude: 28.6939164563683°	Longitude: -81.2588501731752°	Surface Elevation:	

Location: See Drawing 3

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater

Depth (ft)	Hour	Date
0.2	during	9-11-24

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▼	0			SPT- 1	1-2-3-3 N=6					SAND (SP), gray, loose
				SPT- 2	4-5-5-6 N=11	29	4		SP	Dark brown, medium dense with silt at 2.0 feet
	5			SPT- 3	5-6-7-7 N=14					6.0'
				SPT- 4	7-8-10-14 N=24				SM	SILTY SAND (SM), dark brown, medium dense, fine grained 8.0'
				SPT- 5	5-6-6-5 N=11				SP-SM	SILTY SAND (SP-SM), brown, medium dense, fine grained with silt
	10									10.0'

Notes:
Boring terminated at depth of (10.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

Date	Project Number	Project	Boring No.
Started: 09/11/24 Completed: 09/11/24	1290724-0024056.20	The Learning Experience Winter Springs	B-06
Hammer Type: Auto	Drilling Method: SPT	Logged By: Reliable	Reviewed By: JH
Latitude: 28.6938127837563°	Longitude: -81.2586596104716°	Surface Elevation:	

Location: See Drawing 3

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater

Depth (ft)	Hour	Date
0.1	during	9-11-24

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▼	0			SPT- 1	2-3-3-4 N=7					SILTY SAND (SM), dark brown, loose with trace roots
				SPT- 2	3-4-5-5 N=10	29	9			Loose to medium dense, trace root at 2.0 feet
	5			SPT- 3	6-8-8-7 N=15				SM	Medium dense at 4.0 feet
				SPT- 4	6-8-9-9 N=18					
				SPT- 5	8-9-4-10 N=14					
	10									10.0'

Notes:
Boring terminated at depth of (10.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

Date	Project Number	Project	Boring No.
Started: 09/10/24 Completed: 09/10/24	1290724-0024056.20	The Learning Experience Winter Springs	B-07

Hammer Type: Auto	Drilling Method: SPT	Logged By: Reliable	Reviewed By: JH

Latitude: 28.6936284471055°	Longitude: -81.2585598370601°	Surface Elevation:

Location: See Drawing 3

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater

Depth (ft)	Hour	Date
0.1	during	9-10-24

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▼	0									SILTY SAND (SM), dark brown, loose with wood chunks
				SPT- 1	2-3-3-4 N=7				SM	
				SPT- 2	4-5-5-5 N=10	40	4		SP	2.0' SAND (SP), tan, loose to medium dense with roots
	5			SPT- 3	5-6-6-6 N=12					4.0' SILTY SAND (SM), dark brown, medium dense
				SPT- 4	6-7-7-8 N=15				SM	
				SPT- 5	7-7-8-11 N=19					
	10									10.0'

Notes:
Boring terminated at depth of (10.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

Attachment No. 2

General Notes

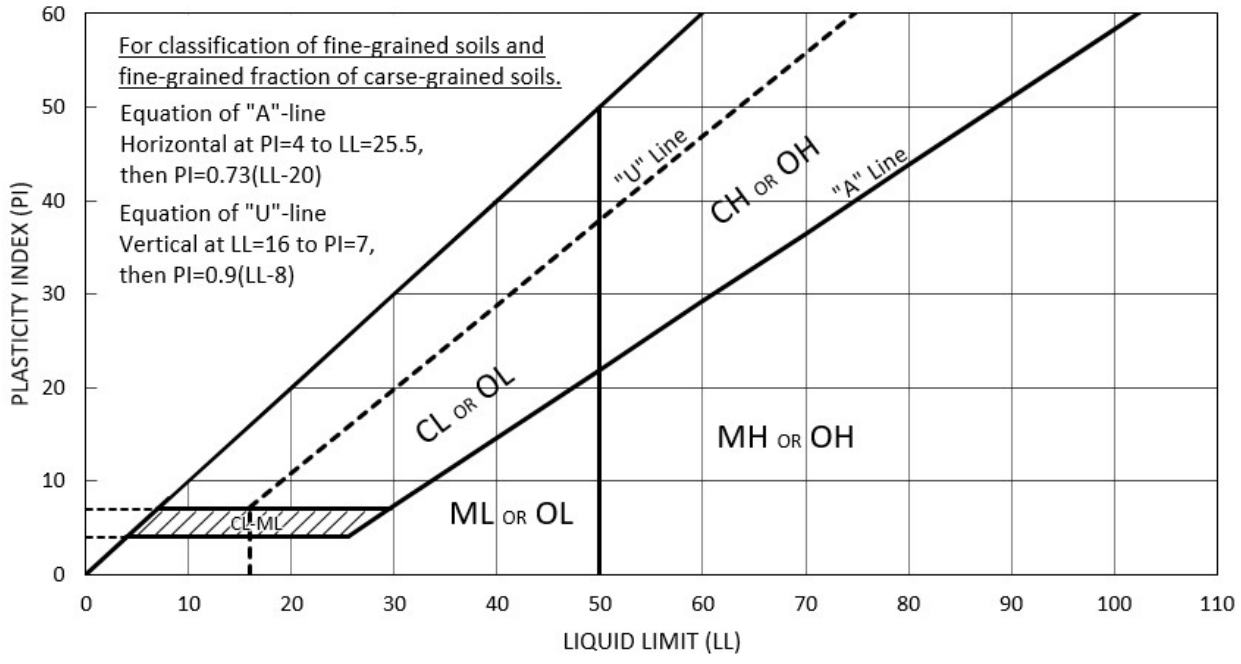
GENERAL NOTES
Standard Penetration Test (SPT)

Evaluation of the apparent density of coarse-grained soil (more than 50% retained on No. 200 sieve)		Evaluation of the consistency of fine-grained soils (50% or more passed the No. 200 sieve)	
N_{60}	Apparent Density	N_{60}	Consistency
0 - 4	Very loose	<2	Very soft
>4 - 10	Loose	2 - 4	Soft
>10 - 30	Medium dense	4 - 8	Medium stiff
>30 - 50	Dense	8 - 15	Stiff
>50	Very dense	15 - 30	Very stiff
		>30	Hard

Grain size terminology	
Major components of sample	Particle size
Boulders	Over 12 inch (300mm)
Cobbles	12 inch to 3 inch (300mm to75 mm)
Gravel	3inch to #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve3 (4.75mm to 0.075mm)
Silt or clay	Passing #200 sieve (0.075mm)

Plasticity description	
Plasticity Range	Adjective
0	Nonplastic
1-10	Low plasticity
>10-20	Medium plasticity
>20-40	High plasticity
>40	Very plastic

Plasticity Chart for Unified Soil Classification System (ASTM D2487)



References

Samtani, N.C., Nowatzki, E.A., (2006). "NHI Couse No. 132012, Soils and Foundations, Reference Manual – Volume I, Report No. FHWA-NHI-06-088," Federal Highway Administration, U.S. Department of Transportation.

Attachment No. 3

ASFE Guidelines for Geotechnical Report

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals' plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for information purposes only.* To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer's services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration*** by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

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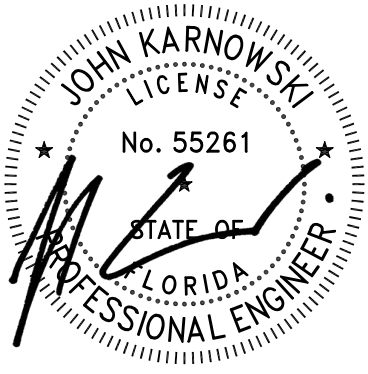
The Learning Experience Development

DATE:
June 6, 2025

LOCATION:
Winter Springs, Florida

PREPARED FOR:
KW Partners, LLC

PREPARED BY:
NV5, Inc.
6200 Lee Vista Blvd, Suite 400, Orlando, FL 32822
407.896.3317



NV5
nv5.com

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with NV5, Inc., a corporation authorized to operate as an engineering business, EB-29065, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: The Learning Center
LOCATION: Winter Springs, Florida
CLIENT: KW Partners, LLC

ENGINEER OF RECORD: John Karnowski, PE, Florida License #55261
I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

EXECUTIVE SUMMARY

A Traffic Impact Study was conducted for a proposed daycare center located along SR 434 in Winter Springs, Florida. The development will consist of a single 10,000 square-foot building with primary site access provided via the north leg of the SR 434 and Michael Blake Boulevard intersection. The project is anticipated to generate a net total of 476 daily trips, including 110 trips during the AM peak hour (58 inbound, 52 outbound) and 111 trips during the PM peak hour (52 inbound, 59 outbound).

Intersection analysis indicates that while overall LOS at the study intersections are satisfactory, the northbound and southbound minor street approaches along SR 434 operate at unsatisfactory LOS during peak hours. The long delay is attributed to signal coordination favoring the heavy traffic volume along SR 434, resulting in delays on the minor approaches. However, volume-to-capacity (v/c) ratios remain well below 1.0, indicating that these delays are not caused by capacity deficiencies.

The LOS patterns seen in the Existing Conditions remain consistent for the 2028 Build Condition. All study intersections experience an overall satisfactory LOS, except for the SR 434 and Tuskawilla Road intersection during the PM peak hour. The unsatisfactory LOS for the northbound and southbound minor movements remains consistent with Existing conditions for all study intersections.

The intersection of SR 434 and Tuskawilla Road is projected to operate at a failing LOS during the PM peak hour under 2028 Build conditions. Although outside of the scope of the Learning Experience development project, potential mitigation measures have been identified that could improve intersection performance to an acceptable LOS. These include the addition of right-turn deceleration lanes on the westbound approach of SR 434 and the northbound approach of Tuskawilla Road, the addition of left- and right-turn lanes on the southbound approach of Tuskawilla Road, and the implementation of a 120-second signal cycle with protected-permissive phasing for the southbound left-turn movement.

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A. Introduction

A new daycare facility is proposed for construction along SR 434 in Winter Springs, Florida. The proposed development will include a 10,000 square foot building and will serve as an addition to the previously completed Winter Springs Town Center development. Primary access to the daycare facility will be provided by the north leg of the SR 434 and Michael Blake Boulevard intersection. This traffic study analyzes of new traffic added to the local roadways upon the occupancy of the daycare facility development and includes an analysis of the following scenarios:

- 2025 Existing Conditions
- 2028 Build Conditions

The following are the road segments proposed for study:

1. SR 434
   - Central Winds Drive to Tuskawilla Road
   - Tuskawilla Road to Michael Blake Boulevard
   - Michael Blake Boulevard to Tuscora Drive
2. Tuskawilla Road
   - Trotwood Boulevard to SR 434
   - SR 434 to Blumberg Boulevard
3. Michael Blake Boulevard
   - SR 434 to Tuskawilla Road

The following are the intersections proposed for study:

1. SR 434 and Bear Springs Drive
2. SR 434 and Tuskawilla Road
3. SR 434 and Michael Blake Boulevard

The report summarizes background and projected traffic at the study locations, analysis of traffic impacts including level of service (LOS), and conclusions and recommendations from the analysis.

Figure 1 shows the project site in Winter Springs. Figure 2 presents the site aerial with the study intersections, and Figure 3 displays the study roadway segments. The development concept plan is provided in Appendix A

Figure 1. Vicinity Map

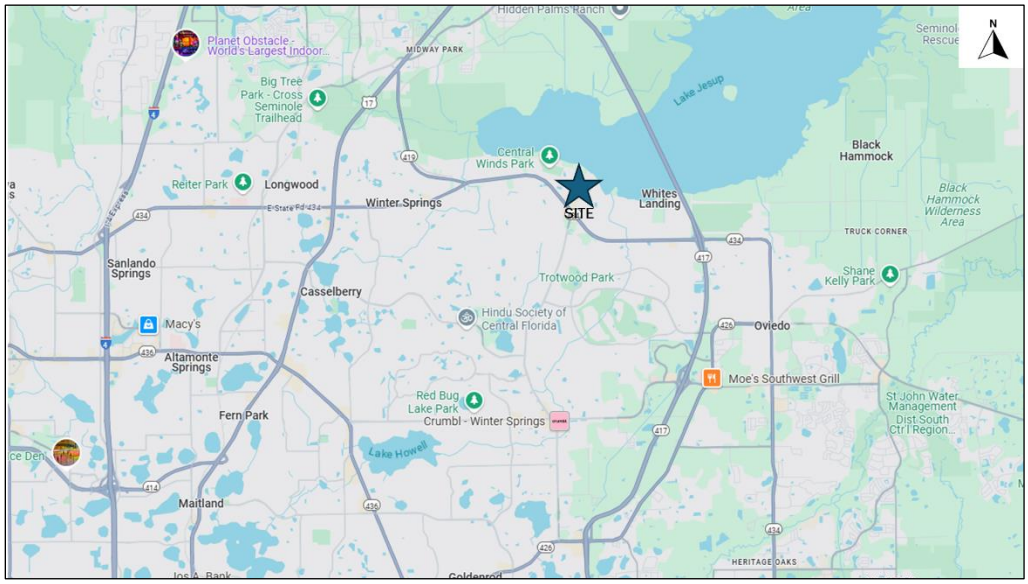


Figure 2. Site Location Aerial

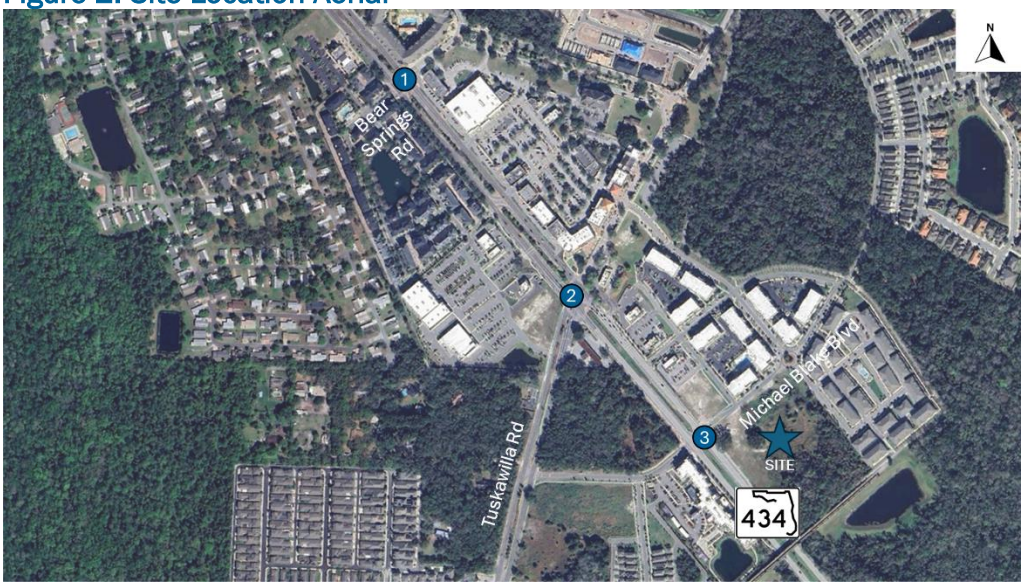
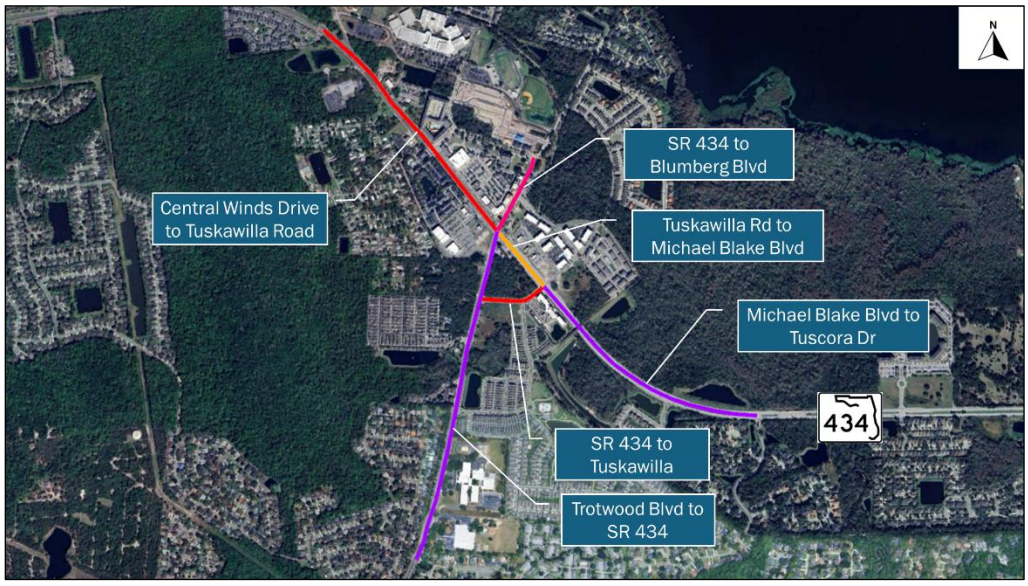


Figure 3: Study Roadway Segments



B. Existing Conditions

B.1. Transportation Facilities

State Route (SR) 434 is a four-lane, median-divided Urban Principal Arterial with a posted speed limit of 50 MPH within the study area. The surrounding land uses in the study area are primarily residential and commercial. SR 434 extends approximately 28.5 miles.

Tuskawilla Road is a four-lane, median-divided Urban Minor Arterial with a posted speed limit of 45 MPH in the vicinity of the study area. Within the Winter Springs city limits, the roadway extends approximately 5.7 miles north–south, serving as a key connector between SR 434 and SR 426. Surrounding land uses are predominantly residential and commercial.

Michael Blake Boulevard is a two-lane Urban Local Road with a posted speed limit of 25 MPH in the vicinity of the study area. The roadway is primarily residential, consisting of single-family homes within the Winter Springs Village community. The roadway accommodates both vehicular and pedestrian travel and provides residential access to the Cross Seminole Trail.

Bear Springs Drive is a two-lane Urban Local Road with a posted speed limit of 25 MPH in the vicinity of the study area. The roadway is primarily residential, consisting of single-family homes within the Winter Springs Village community.

B.2. Traffic Counts

Intersection turning movement counts (TMSs) at the three study intersections were collected on May 22, 2025, while schools were in session. In addition to the turning movement counts, a 24-hour traffic count was taken on each of the study roadway segments. The AM peak hour was determined to be 7:30 – 8:30 AM and the PM peak hour was determined to be 5:00 – 6:00 PM. Figure 4 and Figure 5 shows the resulting existing traffic volumes for the study intersections and roadway segments respectively.

Figure 4: Existing Intersection Traffic Volumes

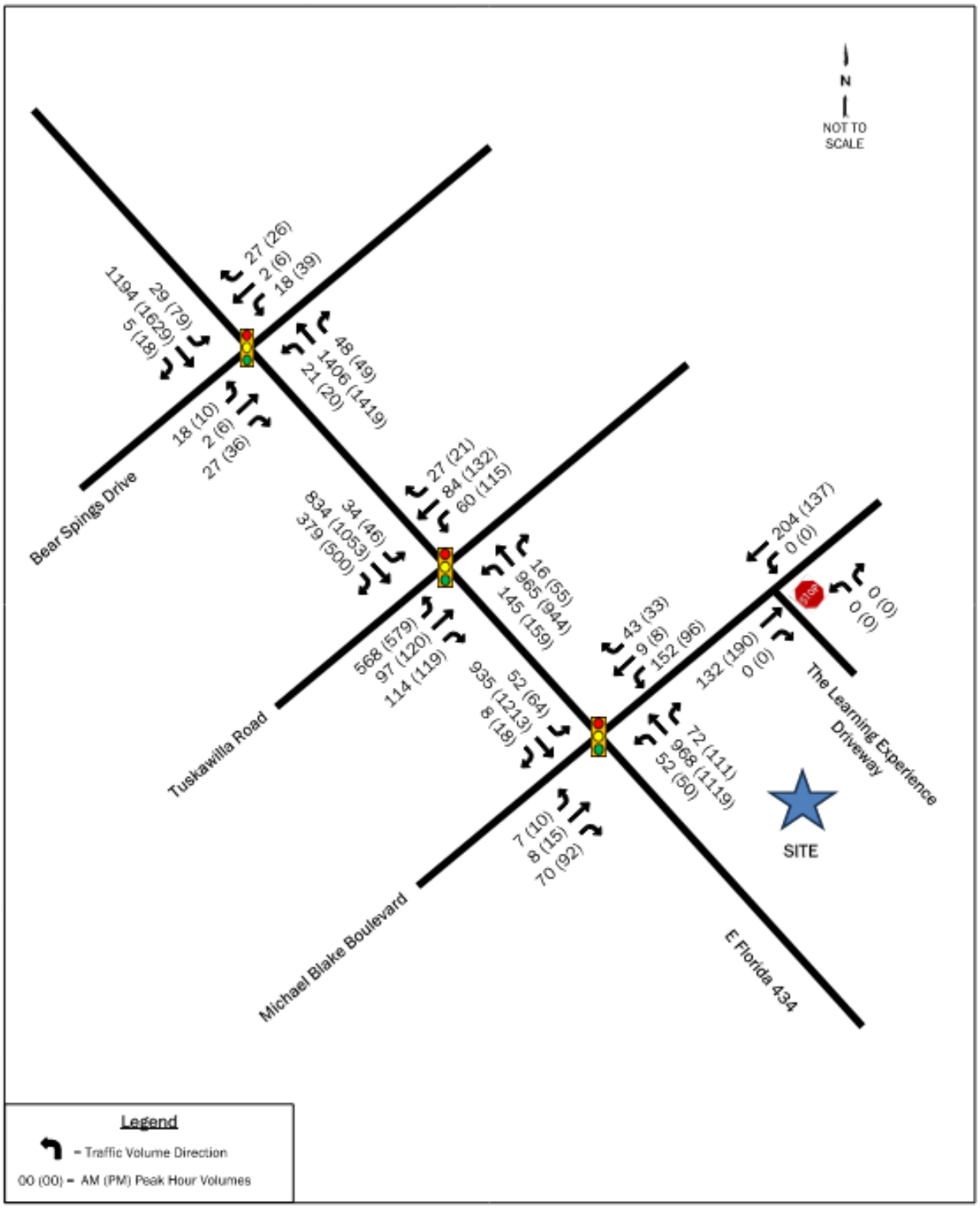
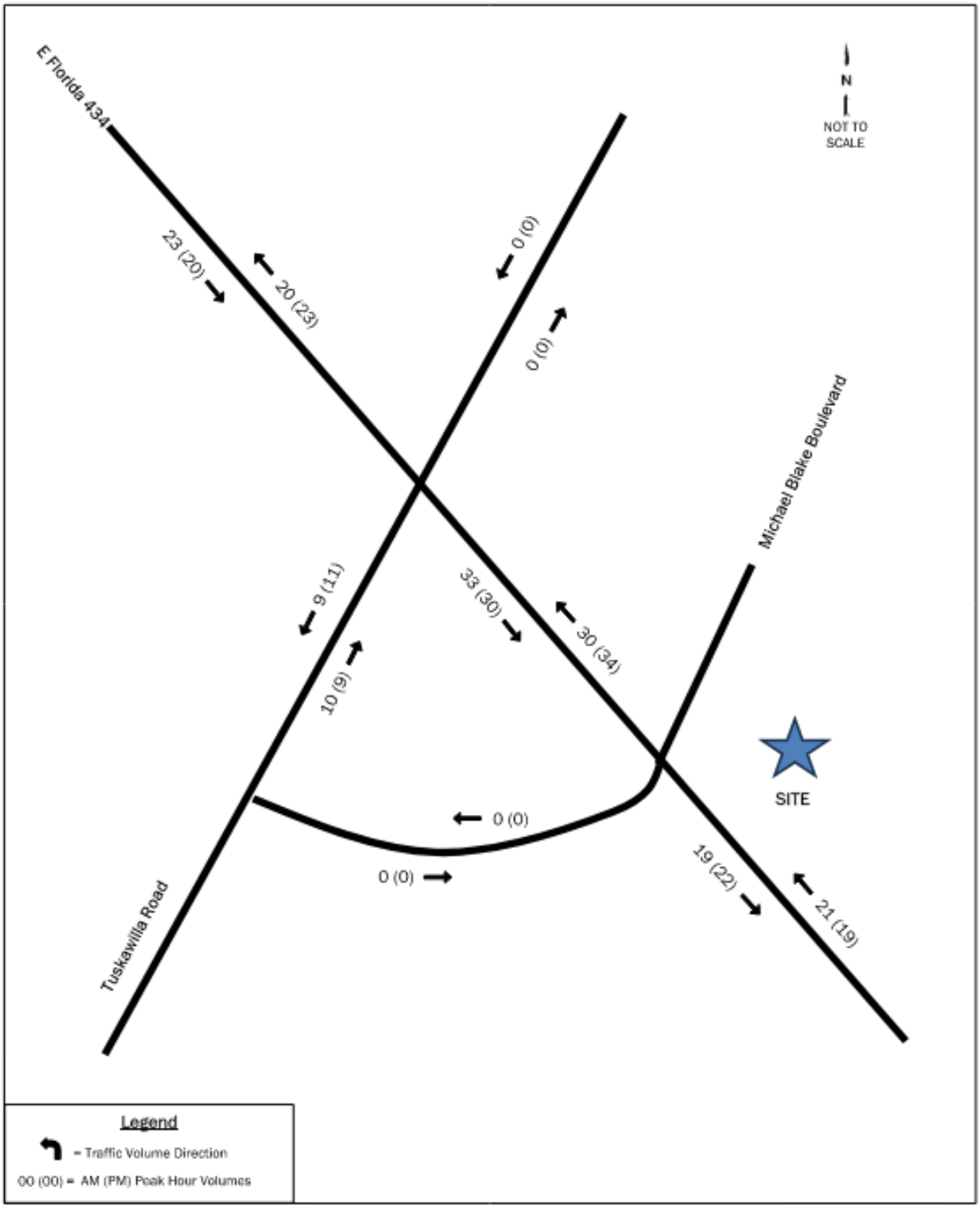


Figure 5: Existing Roadway Segment Traffic Volumes



C. Future Conditions

C.1. Background Data Collection

The growth rate for the study area is based on an analysis of historical traffic counts collected by the Florida Department of Transportation (FDOT). The project has an expected build out in 2028. To account for ambient growth in the area, the existing traffic counts was grown by a conservative rate of 2% per year for three years. There are no known infrastructure improvements or developments within the study area. The growth rate development worksheet is included in Appendix C.

C.2. Project Trip Generation

The proposed development will consist of one 10,000 square foot building. The anticipated trips generated by the development were estimated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021. Table 1 summarizes the project trips to and from the new development. The trip generation can be found in Appendix C.

Table 1: Project Trip Generation

LAND USE	PERIOD	TOTAL	IN	OUT
Day Care Center, LUC 565 (10,000 Square Feet)	Daily	476	238	238
	AM Peak Hr	110	58	52
	PM Peak Hr	111	52	59

C.3. Trip Distribution and Assignment

The proposed distribution pattern was derived using MetroPlan's year 2020 LRTP of the OUATS model. The model outputs were obtained from a previously completed Traffic Impact Study for the Winter Springs Town Center development. The Traffic Impact Study was prepared by Traffic Planning and Design, Inc. for NV5, Inc., and certified by Turgut Dervish, P.E., in 2019. The trip distribution for the proposed development is as follows:

- Approximately 37% of the traffic is expected to travel to/from the east on SR 434.
- Approximately 35% of the traffic is expected to travel to/from the west on SR 434.
- Approximately 2% of the traffic is expected to travel to/from the north on Bear springs Drive.
- Approximately 2% of the traffic is expected to travel to/from the south on Bear springs Drive.
- Approximately 18% of the traffic is expected to travel to/from the south on Tuskawilla Road.
- Approximately 6% of the traffic is expected to travel to/from the north on Michael Blake Boulevard.

Trip distribution per study intersection is depicted in Figure 6. Total development trips for each study intersection and roadway segment is depicted in Figure 7 and Figure 8. The No-Build plus project trips (Build volumes) for the study intersections and roadway segments are presented in Figure 9 and Figure 10.

Figure 6: Trip Distribution

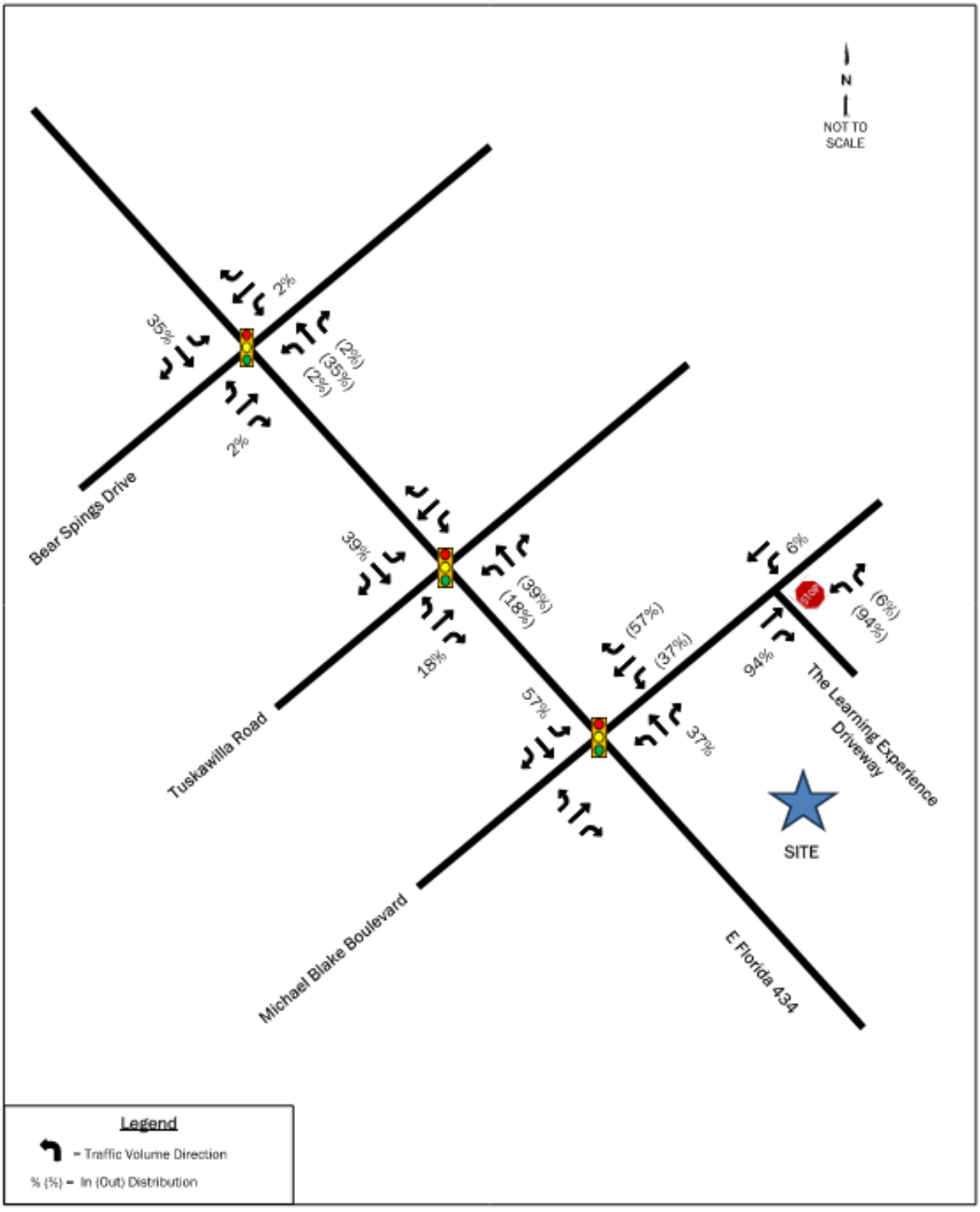


Figure 7: Total Development Intersection Trips

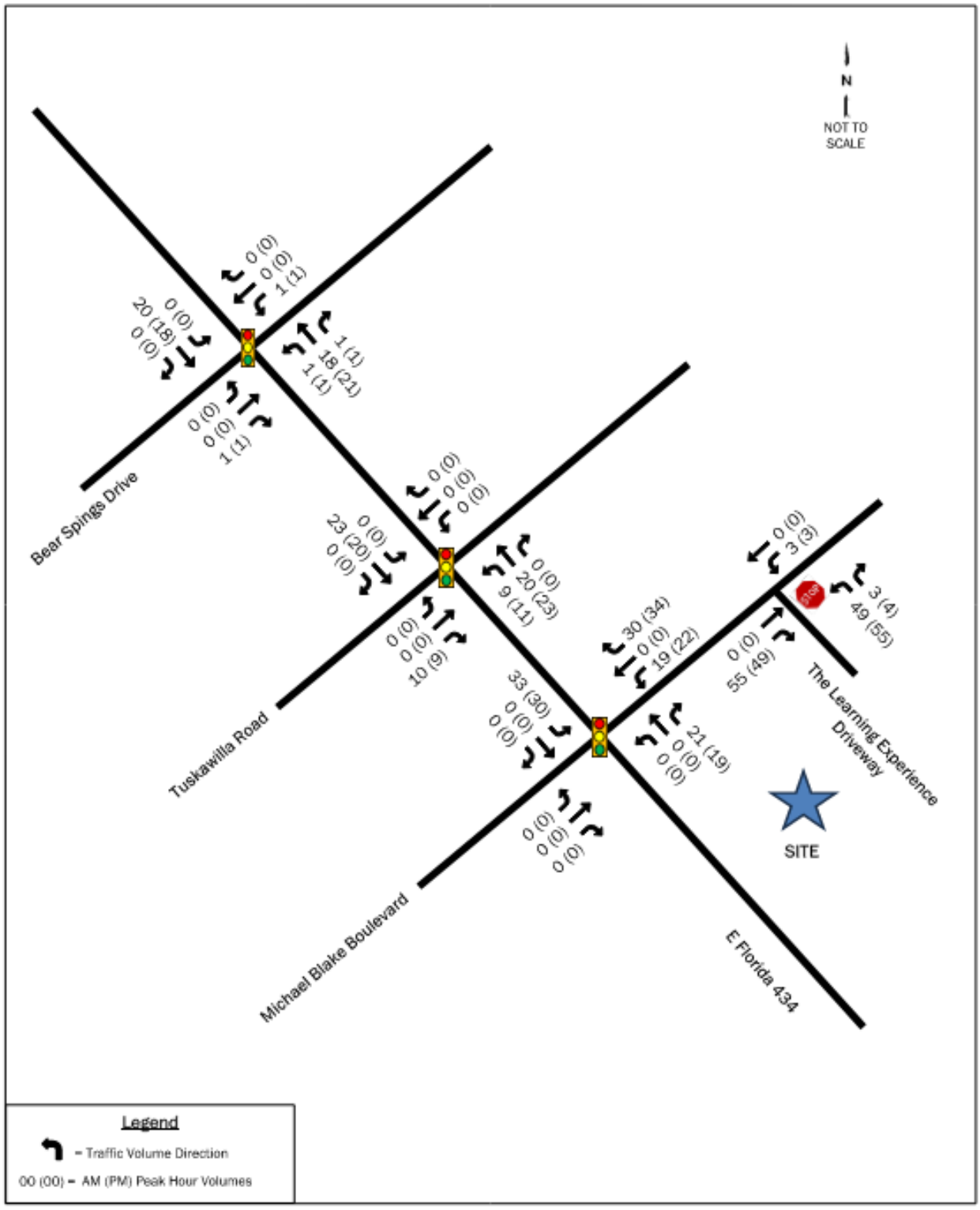


Figure 8: Total Development Roadway Segment Trips

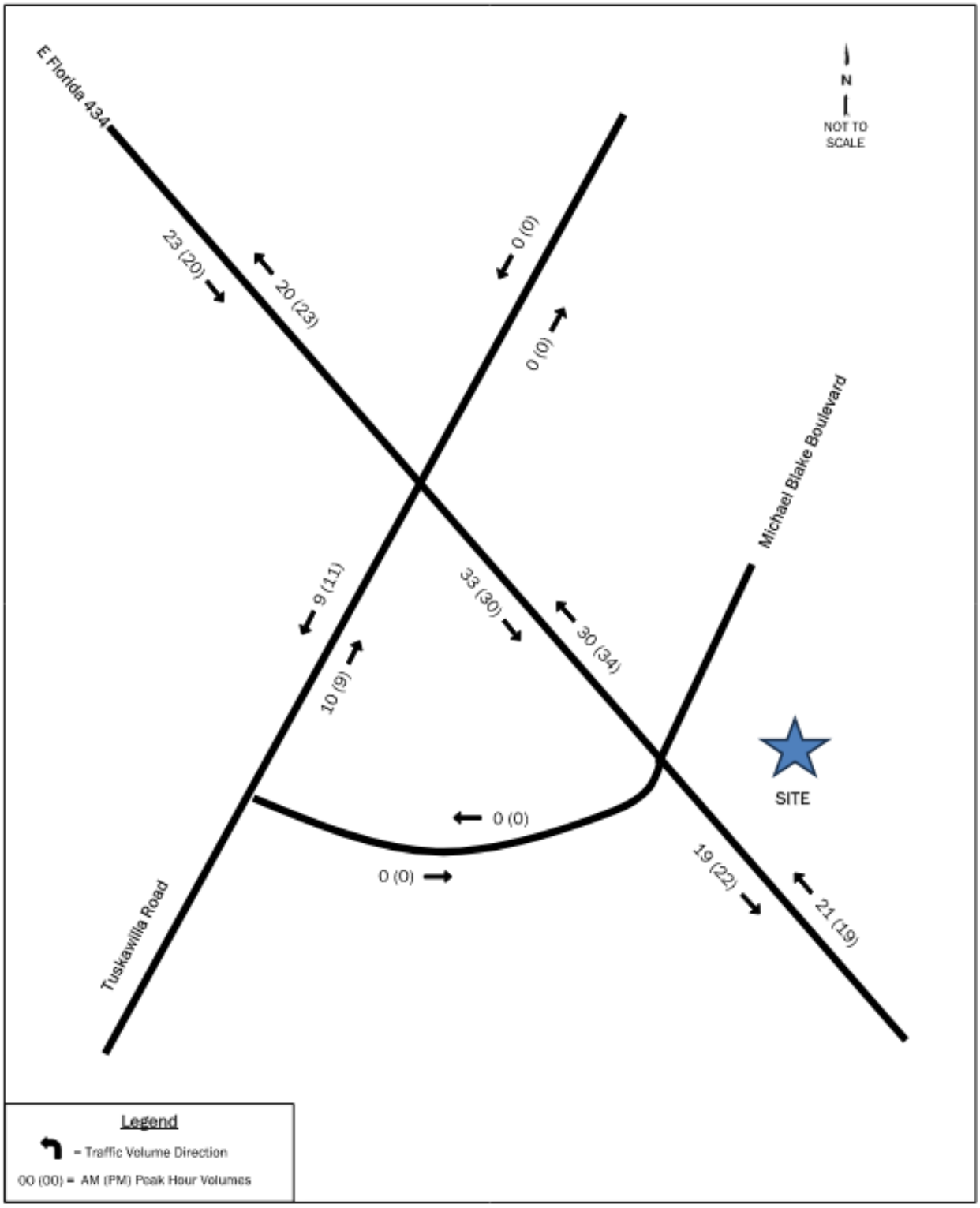


Figure 9: 2028 Build Intersection Traffic Volumes

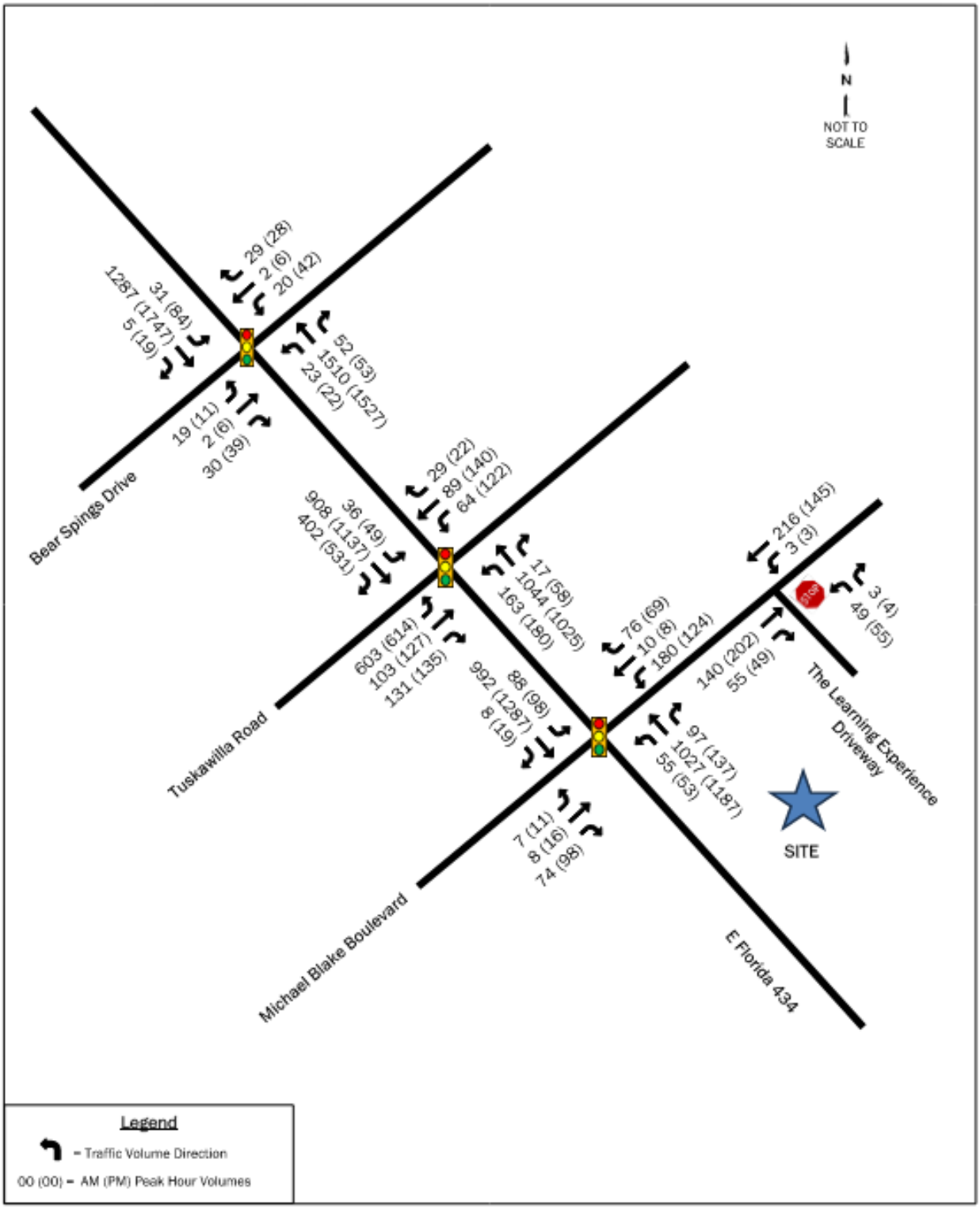
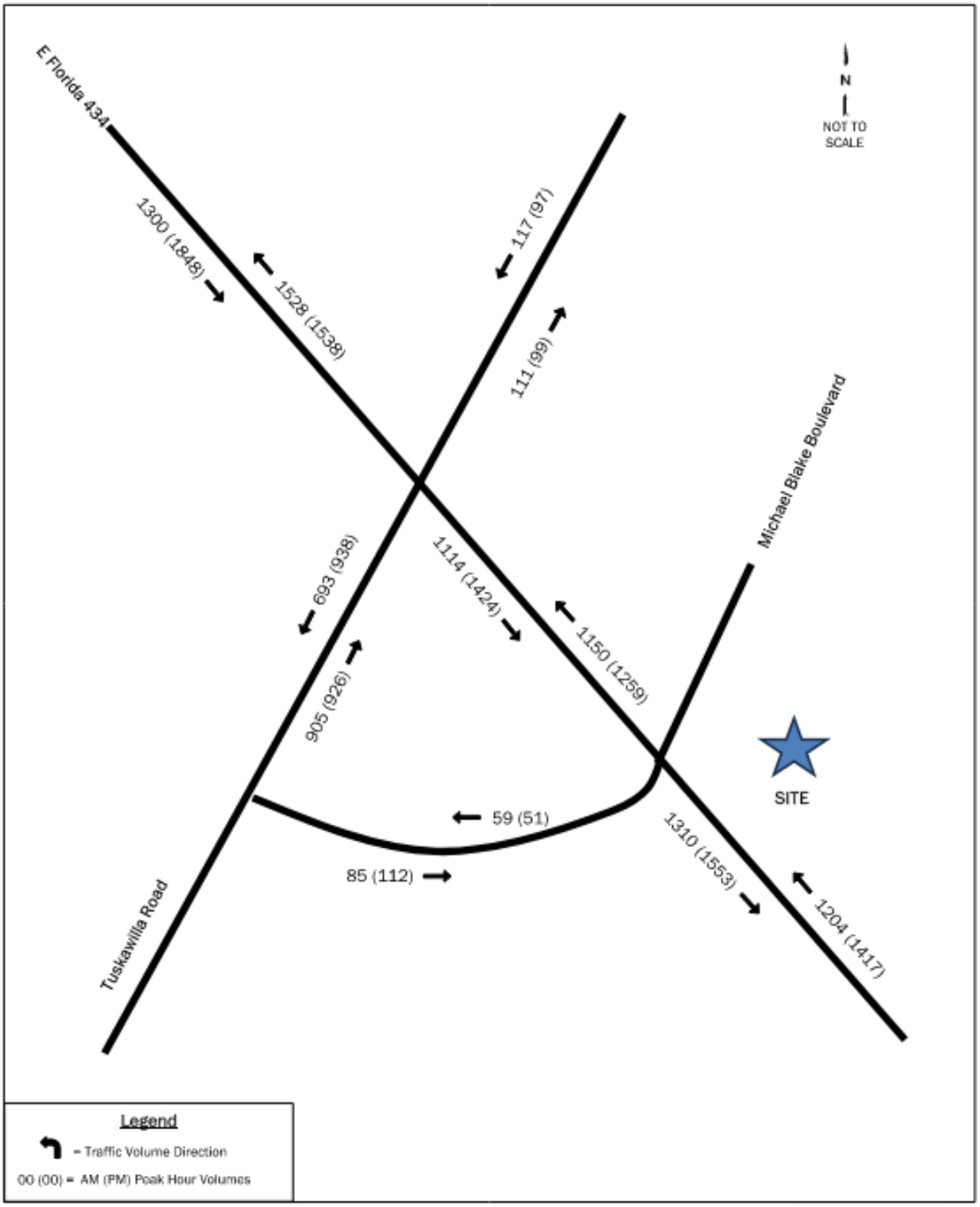


Figure 10: 2028 Build Roadway Segment Traffic Volumes



D. Roadway Segment Capacity Analysis

The capacity analysis for the roadway segments was performed for each of the scenarios using the existing 24-hour counts collected on May 22, 2025 and comparing them against their respective capacities at the adopted Level of Service (LOS) standard from FDOT. The daily capacity for each segment is based on FDOT's 2023 Generalized Service Volume Tables. All roadways are classified as C4 arterials based on the FDOT functional classification system.

D.1. Existing Roadway Segment Capacity Analysis

The results of Existing capacity analyses for the roadway segments are shown in the tables below. Table 2 shows the results of the Existing Daily capacity analyses and Table 3 shows the results of the Existing peak hour capacity analyses.

Table 2: Existing Daily Roadway Capacity Analysis

Roadway Segment	No. of Lanes	LOS Standard	Daily Capacity	Existing ADT	LOS
SR 434					
Central Winds Drive to Tuskawilla Road	4LD	E	40,800	35,144	C
Tuskawilla Road to Michael Blake Boulevard	4LD	E	40,800	27,419	C
Michael Blake Boulevard to Tuscora Drive	4LD	E	40,800	29,763	C
Tuskawilla Road					
Trotwood Boulevard to SR 434	4LD	E	36,720	21,265	C
SR 434 to Blumberg Boulevard	2LU	D	15,840	2,795	C
Michael Blake Boulevard					
SR 434 to Tuskawilla Road	2LU	D	15,840	1,642	D

Table 3: Existing Peak Hour Roadway Segment Capacity Analysis

Roadway Segment	No. of Lanes	Adopted		AM Peak Hour			PM Peak Hour		
		LOS Standard	Peak Hour Capacity	Volume	Peak Direction	LOS	Volume	Peak Direction	LOS
SR 434									
Central Winds Drive to Tuskawilla Road	4LD	E	3,310	1,421	WB	C	1,723	EB	C
Tuskawilla Road to Michael Blake Boulevard	4LD	E	3,310	1,055	WB	C	1,314	EB	C
Michael Blake Boulevard to Tuscora Drive	4LD	E	3,310	1,217	EB	C	1,443	EB	C
Tuskawilla Road									
Trotwood Boulevard to SR 434	4LD	E	2,979	843	NB	C	874	SB	C
SR 434 to Blumberg Boulevard	2LU	D	1,611	110	SB	C	93	NB	C
Michael Blake Boulevard									
SR 434 to Tuskawilla Road	2LU	D	1,611	80	EB	C	106	EB	C

As shown in Table 2 and Table 3, the overall operations along the study roadway segments operate at satisfactory levels of service under existing conditions during both daily and peak periods.

D.2. 2028 Build Conditions Capacity Analysis

A roadway segment analysis was conducted by comparing projected traffic volumes to the respective capacities of the study roadway segments based on adopted LOS standards. The results indicate that all study roadway segments are expected to operate within their adopted capacity under Build Conditions. The results of the 2028 Build conditions intersection capacity analysis for the Daily, AM, and PM peak hours are shown in Table 4, Table 5, and Table 6, respectively.

Table 4: Build Daily Roadway Segment Capacity Analysis

Roadway Segment	No. of Lanes	LOS Standard	Daily Capacity	Future ADT	Project Trips	Total ADT	LOS
SR 434							
Central Winds Drive to Tuskawilla Road	4LD	E	40,800	37,295	186	37,481	D
Tuskawilla Road to Michael Blake Boulevard	4LD	E	40,800	29,097	271	29,368	C
Michael Blake Boulevard to Tuscora Drive	4LD	E	40,800	1,743	176	1,919	C
Tuskawilla Road							
Trotwood Boulevard to SR 434	4LD	E	36,720	22,567	86	22,653	C
SR 434 to Blumberg Boulevard	2LU	D	15,840	2,966	0	2,966	C
Michael Blake Boulevard							
SR 434 to Tuskawilla Road	2LU	D	15,840	1,743	0	1,743	C

Table 5: Build AM Peak Hour Roadway Segment Capacity Analysis

Roadway Segment	No. of Lanes	Adopted		AM Peak Hour				
		LOS Standard	Peak Hour Capacity	Peak Direction	Future ADT	Project Trips	Total ADT	LOS
SR 434								
Central Winds Drive to Tuskawilla Road	4LD	E	3,310	WB	1508	20	1528	C
Tuskawilla Road to Michael Blake Boulevard	4LD	E	3,310	WB	1120	30	1150	C
Michael Blake Boulevard to Tuscora Drive	4LD	E	3,310	EB	1291	19	1310	C
Tuskawilla Road								
Trotwood Boulevard to SR 434	4LD	E	2,979	NB	895	10	905	C
SR 434 to Blumberg Boulevard	2LU	D	1,611	SB	117	0	117	C
Michael Blake Boulevard								
SR 434 to Tuskawilla Road	2LU	D	1,611	EB	85	0	85	C

Table 6: Build PM Peak Hour Roadway Segment Capacity Analysis

Roadway Segment	No. of Lanes	Adopted		PM Peak Hour				
		LOS Standard	Peak Hour Capacity	Peak Direction	Future ADT	Project Trips	Total ADT	LOS
SR 434								
Central Winds Drive to Tuskawilla Road	4LD	E	3,310	EB	1828	20	1848	C
Tuskawilla Road to Michael Blake Boulevard	4LD	E	3,310	EB	1394	30	1424	C
Michael Blake Boulevard to Tuscora Drive	4LD	E	3,310	EB	1531	22	1553	C
Tuskawilla Road								
Trotwood Boulevard to SR 434	4LD	E	2,979	SB	927	11	938	C
SR 434 to Blumberg Boulevard	2LU	D	1,611	NB	99	0	99	C
Michael Blake Boulevard								
SR 434 to Tuskawilla Road	2LU	D	1,611	EB	112	0	112	C

E. Intersection Impact Analysis

The capacity analysis and queuing analysis in each of the scenarios were performed using the traffic analysis software Synchro® 12. Average vehicular delays are calculated and reported as LOS as defined by the Highway Capacity Manual, 7th Edition (HCM 7), where LOS A is best, and LOS F is worst. LOS A through LOS D is considered acceptable LOS and LOS E and LOS F are considered unacceptable LOS and may require mitigation. Signal timing parameters for each intersection were input into Synchro based on field-observed split durations. The Capacity Worksheets are included in Appendix F.

E.1. Existing Intersection Capacity Analysis

The results of the Existing capacity analysis are shown in Table 7.

Table 7: Existing Intersection Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 434 and Bear Springs Drive	Signal	**Overall**	**B**	**12.0**	**B**	**15.4**
			EB	A	8.3	A	8.9
			WB	B	10.2	A	7.9
			NB	F	92.3	F	95.5
			SB	F	92.3	F	275.8
2	SR 434 and Tuskawilla Road	Signal	**Overall**	**D**	**45.7**	**E**	**75.5**
			EB	C	31.5	D	47.9
			WB	C	31.4	D	42.9
			NB	E	73.5	F	156.9
			SB	F	89.9	F	133.7
3	SR 434 and Michael Blake Boulevard	Signal	**Overall**	**C**	**20.1**	**B**	**14.7**
			EB	A	9.0	A	4.6
			WB	A	8.8	A	4.1
			NB	E	65.9	E	77.0
			SB	F	11.5.9	F	155.7

The intersection capacity analysis indicates that overall LOS at the study intersections is satisfactory. However, the northbound and southbound approaches operate at unsatisfactory LOS due to the coordinated signal system prioritizing green time for the higher traffic volumes on SR 434. This results in extended delays for minor street movements. Despite these delays, the volume-to-capacity (v/c) ratios at each intersection remain well below 1.0, indicating that the unsatisfactory LOS is due to signal delay rather than a capacity constraint.

E.2. 2028 Build Capacity Analysis

The results of the 2028 Build conditions intersection capacity analysis are shown in Table 8 below.

Table 8: 2028 Build Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 434 and Bear Springs Drive	Signal	**Overall**	**B**	**12.9**	**B**	**16.6**
			EB	A	8.9	A	9.9
			WB	B	10.9	A	8.4
			NB	F	93.8	F	96.4
			SB	F	96.7	F	296.9
2	SR 434 and Tuskawilla Road	Signal	**Overall**	**D**	**48.2**	**F**	**82.4**
			EB	D	36.0	D	52.7
			WB	C	34.4	D	44.9
			NB	E	79.2	F	175.1
			SB	F	89.2	F	143.3
3	SR 434 and Michael Blake Boulevard	Signal	**Overall**	**C**	**25.8**	**C**	**22.4**
			EB	A	9.2	A	4.9
			WB	A	9.1	A	4.2
			NB	E	66.1	E	79.1
			SB	F	154.9	F	233.7

The analysis indicates that all study intersections are projected to operate at acceptable overall Levels of Service (LOS) under Build conditions, with the exception of the SR 434 and Tuskawilla Road intersection during the PM peak hour. Consistent with existing conditions, minor street approaches at each intersection are expected to experience unacceptable LOS during peak periods due to the coordinated signal system prioritizing traffic flow along SR 434. While signal timing optimization was considered, adjustments would result in unacceptable LOS across all approaches and increased overall intersection delay. As such, signal retiming is not recommended.

E.3. 2028 Mitigated Build Capacity Analysis

In the 2028 Build Capacity Analysis, the intersection of SR 434 and Tuskawilla Road is projected to operate at a failing LOS during the PM peak hour. While improvements to this intersection fall outside the scope of the Learning Experience development, it is worth noting that potential mitigation measures could enhance operational performance and bring the intersection to an acceptable LOS.

The recommended improvements include:

- Install a right turn deceleration lane for the westbound approach on SR 434.
- Install a right turn deceleration lane for the northbound approach on Tuskawilla Road.
- Install a left turn lane and right turn deceleration lane for the southbound approach on Tuskawilla Road.
- Implement a 120 second cycle length with protective permissive left turn movements for the southbound left turn lane on Tuskawilla Road.

The projected LOS from the proposed intersection improvements are shown in Table 9.

Table 9: 2028 Mitigated Build Capacity Analysis

ID	Intersection	Mitigation Measure	Movement	AM		PM	
				LOS	Delay	LOS	Delay
2	SR 434 and Tuskawilla Road	Retime Signal / Add Additional Storage Lanes	**Overall**	**C**	**34.2**	**D**	**45.9**
			EB	C	30.4	D	49.6
			WB	C	24.7	C	34.2
			NB	D	49.3	D	53.9
			SB	E	56.9	D	51.8

As shown in Table 9, implementation of the proposed mitigation measures is expected to improve intersection operations from LOS D to LOS C during the AM peak hour, and from LOS F to LOS D during the PM peak hour under 2028 Build conditions.

F. Conclusions

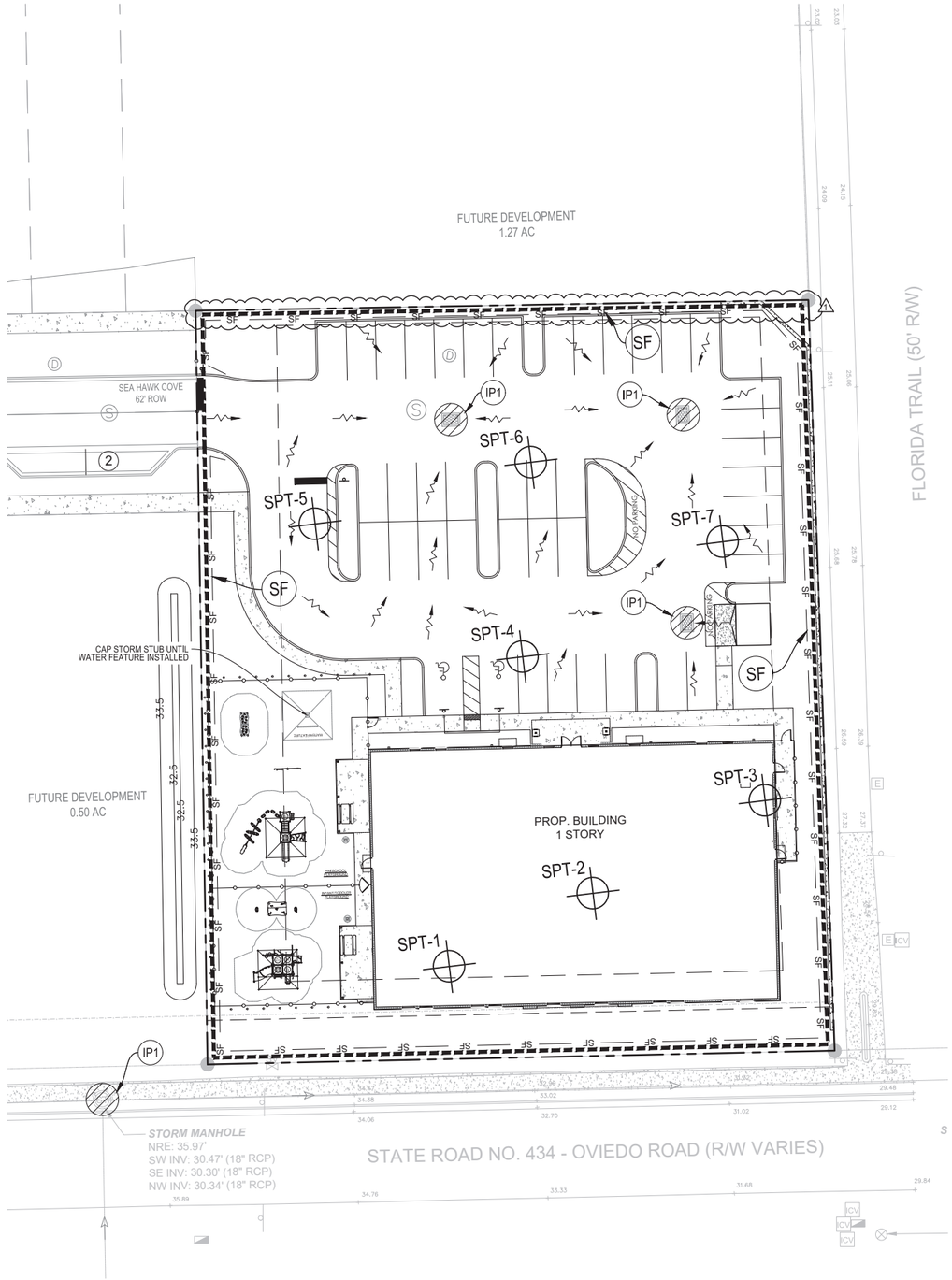
A new daycare center development is planned for construction along SR 434 in Winter Springs, Florida. The development will consist of a single 10,000 square-foot building. Primary access to the daycare facility will be provided by the north leg of the SR 434 and Michael Blake Boulevard intersection. The site is expected to generate a net total of 476 daily trips with 110 occurring during the AM peak hour (58 inbound, 52 outbound) and 111 occurring during the PM peak hour (52 inbound, 59 outbound).

Traffic operations at study intersections operate at unsatisfactory LOS for the northbound and southbound minor street approaches due to the coordinated signal system prioritizing the high traffic volumes on SR 434 causing delay on the minor streets. Despite these delays, the volume-to-capacity (v/c) ratios at each intersection remain well below 1.0, indicating that the unsatisfactory LOS is due to signal delay rather than a capacity constraint.

The LOS patterns seen in the Existing Conditions remain consistent for the 2028 Build Condition. All study intersections experience an overall satisfactory LOS, except for the SR 434 and Tuskawilla Road intersection during the PM peak hour. The unsatisfactory LOS for the northbound and southbound minor movements remains consistent with Existing for all study intersections.

The intersection of SR 434 and Tuskawilla Road is projected to operate at a failing LOS during the PM peak hour under 2028 Build conditions. Although outside of the scope of the Learning Experience development project, potential mitigation measures have been identified that could improve intersection performance to an acceptable LOS. These include the addition of right-turn deceleration lanes on the westbound approach of SR 434 and the northbound approach of Tuskawilla Road, the addition of left- and right-turn lanes on the southbound approach of Tuskawilla Road, and the implementation of a 120-second signal cycle with protected-permissive phasing for the southbound left-turn movement.

APPENDIX A: Site Plan



NORTH

SCALE: 1" = 20'

0 20 40

SITE LEGEND

- SF — TEMPORARY SILT FENCE (SEE DETAIL 3, SHEET C10,0)
- CE — TEMPORARY CONSTRUCTION ENTRANCE
- PROPERTY LINE (ALONG SILT FENCE)
- PROPOSED LIMITS OF DISTURBANCE
- FLOW ARROW
- IP1 — INLET PROTECTION (SEE DETAIL 4, SHEET C10,0)
- IP2 — INLET PROTECTION (SEE DETAIL 7, SHEET C10,0)
- SPT-3 — GEOTECH BORING LOCATION

JOB # 24056.20 | PRJ. MGR: FAP | DESIGNER: SCK | CHECKED: JPM

ENGINEER
FRANKLIN A. PORTER, P.E.
FL. LIC. #69092

DATE: Mar. 10, 2025

NO.	DATE	REVISIONS
3	03/11/25	SITE PLAN REVIEW COMMENTS 03/04/25

THE LEARNING EXPERIENCE
AT
SR 434 & MICHAEL BLAKE BLVD
WINTER SPRINGS, FLORIDA
FOR
KW PARTNERS, LLC

SWPPP PHASE 2 PLAN

NV5
6200 LEE VISTA BLVD.
SUITE 400
ORLANDO, FL
(407) 896-3317
WWW.NV5.COM
CERTIFICATE OF AUTHORIZATION # 29065

SHEET
C03.0

\\nv5.com\panzura\VNF\NF-East\FL\ORL\civil\civil2\24056.20\CONST\C03.0 SWPPP PHASE 2.dwg - Mar 10, 2025 - 6:35pm

APPENDIX B: Traffic Count Data

National Data & Surveying Services

Intersection Turning Movement Count

Location: McLeod's Way/Bear Springs Dr & SR 434/SR 419
City: Winter Springs
Control: Signalized

Project ID: 25-130175-001
Date: 5/22/2025

Data - Total

NS/EW Streets:	McLeod's Way/Bear Springs Dr				McLeod's Way/Bear Springs Dr				SR 434/SR 419				SR 434/SR 419				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	3	2	3	0	26	1	8	0	16	225	2	0	2	244	41	2	575
7:15 AM	3	0	7	0	11	0	6	0	5	303	0	0	2	304	15	3	659
7:30 AM	3	0	8	0	9	0	6	0	7	300	1	0	2	370	13	2	721
7:45 AM	6	1	3	0	7	1	7	0	5	274	1	0	12	371	14	6	708
8:00 AM	4	1	7	0	13	1	6	0	7	287	2	3	3	315	12	5	666
8:15 AM	5	0	9	0	5	0	8	0	10	333	1	1	4	350	9	3	738
8:30 AM	2	1	6	1	13	0	6	0	11	324	0	0	0	305	12	8	689
8:45 AM	4	0	5	0	6	1	5	0	21	309	0	1	8	260	21	4	645
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	30	5	48	1	90	4	52	0	82	2355	7	5	33	2519	137	33	5401
APPROACH %'s :	35.71%	5.95%	57.14%	1.19%	61.64%	2.74%	35.62%	0.00%	3.35%	96.16%	0.29%	0.20%	1.21%	92.54%	5.03%	1.21%	
PEAK HR :	07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :	18	2	27	0	34	2	27	0	29	1194	5	4	21	1406	48	16	2833
PEAK HR FACTOR :	0.750	0.500	0.750	0.000	0.654	0.500	0.844	0.000	0.725	0.896	0.625	0.333	0.438	0.947	0.857	0.667	0.960
	0.839				0.788				0.893				0.925				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	6	0	7	0	15	0	4	0	9	300	2	2	5	264	8	6	628
4:15 PM	2	1	6	0	11	0	4	0	15	316	2	0	2	331	4	6	700
4:30 PM	2	1	4	0	11	0	8	0	14	334	2	0	3	321	12	6	718
4:45 PM	4	1	2	0	10	2	7	0	13	282	2	0	3	379	10	7	722
5:00 PM	3	1	9	0	9	0	5	0	18	410	3	0	7	359	8	9	841
5:15 PM	2	2	7	0	16	1	8	0	23	392	4	0	5	401	22	6	889
5:30 PM	2	1	9	0	6	5	7	0	21	441	1	1	3	318	12	6	833
5:45 PM	3	2	11	0	8	0	6	0	17	386	10	0	5	341	7	10	806
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	24	9	55	0	86	8	49	0	130	2861	26	3	33	2714	83	56	6137
APPROACH %'s :	27.27%	10.23%	62.50%	0.00%	60.14%	5.59%	34.27%	0.00%	4.30%	94.74%	0.86%	0.10%	1.14%	94.04%	2.88%	1.94%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	10	6	36	0	39	6	26	0	79	1629	18	1	20	1419	49	31	3369
PEAK HR FACTOR :	0.833	0.750	0.818	0.000	0.609	0.300	0.813	0.000	0.859	0.923	0.450	0.250	0.714	0.885	0.557	0.775	0.947
	0.813				0.710				0.930				0.875				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Tuskawilla Rd & SR 434/SR 419
City: Winter Springs
Control: Signalized

Project ID: 25-130175-002
Date: 5/22/2025

Data - Total

NS/EW Streets:	Tuskawilla Rd				Tuskawilla Rd				SR 434/SR 419				SR 434/SR 419				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	111	47	14	0	30	50	5	0	5	178	81	2	23	177	7	1	731
7:15 AM	107	14	18	0	14	23	3	0	5	216	102	5	29	222	4	0	762
7:30 AM	145	24	39	0	17	26	1	0	4	201	88	2	38	274	3	0	862
7:45 AM	164	34	39	0	12	15	8	0	12	189	76	7	31	244	4	1	836
8:00 AM	108	10	15	0	16	22	12	0	12	244	89	7	35	220	4	0	794
8:15 AM	151	29	21	0	15	21	6	0	6	200	126	3	41	227	5	0	851
8:30 AM	138	24	28	0	15	29	7	0	3	186	133	5	47	222	5	0	842
8:45 AM	128	27	33	0	23	26	10	0	16	217	135	2	37	169	4	0	827
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	1052	209	207	0	142	212	52	0	63	1631	830	33	281	1755	36	2	6505
APPROACH %'s :	71.66%	14.24%	14.10%	0.00%	34.98%	52.22%	12.81%	0.00%	2.46%	63.79%	32.46%	1.29%	13.55%	84.62%	1.74%	0.10%	
PEAK HR :	07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :	568	97	114	0	60	84	27	0	34	834	379	19	145	965	16	1	3343
PEAK HR FACTOR :	0.866	0.713	0.731	0.000	0.882	0.808	0.563	0.000	0.708	0.855	0.752	0.679	0.884	0.880	0.800	0.250	0.970
	0.822				0.855				0.899				0.894				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	116	26	32	0	29	34	5	0	4	176	120	9	43	161	6	1	762
4:15 PM	159	38	33	0	20	33	9	0	7	222	108	9	35	185	11	0	869
4:30 PM	141	34	30	0	20	27	7	0	11	180	108	4	49	229	11	2	853
4:45 PM	131	32	20	0	21	24	6	0	10	239	90	13	54	274	11	1	926
5:00 PM	156	38	29	0	26	30	1	0	8	238	136	6	38	241	13	3	963
5:15 PM	154	33	29	0	28	34	9	0	7	289	127	14	40	278	20	1	1063
5:30 PM	141	29	33	0	32	32	4	0	14	278	118	9	40	210	8	0	948
5:45 PM	128	20	28	0	29	36	7	0	17	248	119	10	41	215	14	2	914
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	1126	250	234	0	205	250	48	0	78	1870	926	74	340	1793	94	10	7298
APPROACH %'s :	69.94%	15.53%	14.53%	0.00%	40.76%	49.70%	9.54%	0.00%	2.65%	63.43%	31.41%	2.51%	15.20%	80.15%	4.20%	0.45%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	582	132	111	0	107	120	20	0	39	1044	471	42	172	1003	52	5	3900
PEAK HR FACTOR :	0.933	0.868	0.841	0.000	0.836	0.882	0.556	0.000	0.696	0.903	0.866	0.750	0.796	0.902	0.650	0.417	0.917
	0.925				0.870				0.913				0.906				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Michael Blake Boulevard & SR 434/SR 419
City: Winter Springs
Control: Signalized

Project ID: 25-130175-003
Date: 5/22/2025

Data - Total

NS/EW Streets:	Michael Blake Boulevard				Michael Blake Boulevard				SR 434/SR 419				SR 434/SR 419				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	4	7	20	0	28	4	8	0	8	196	2	2	3	172	38	0	492
7:15 AM	1	3	11	0	33	4	6	0	12	235	3	1	14	234	25	1	583
7:30 AM	1	2	11	0	49	2	12	0	9	228	2	2	7	261	11	0	597
7:45 AM	2	5	26	0	37	4	10	0	16	237	2	3	16	241	21	0	620
8:00 AM	4	1	18	0	37	1	10	0	15	257	3	2	12	229	20	1	610
8:15 AM	0	0	15	0	29	2	11	0	12	213	1	3	17	237	20	1	561
8:30 AM	0	2	15	0	28	1	11	0	22	220	1	5	18	237	21	0	581
8:45 AM	3	3	18	0	27	5	9	0	20	238	1	0	14	191	23	0	552
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	15	23	134	0	268	23	77	0	114	1824	15	18	101	1802	179	3	4596
APPROACH %'s :	8.72%	13.37%	77.91%	0.00%	72.83%	6.25%	20.92%	0.00%	5.78%	92.54%	0.76%	0.91%	4.84%	86.43%	8.59%	0.14%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	8	11	66	0	156	11	38	0	52	957	10	8	49	965	77	2	2410
PEAK HR FACTOR :	0.500	0.550	0.635	0.000	0.796	0.688	0.792	0.000	0.813	0.931	0.833	0.667	0.766	0.924	0.770	0.500	0.972
	0.644				0.813				0.927				0.979				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	2	5	23	0	15	3	8	0	14	224	2	3	10	192	18	0	519
4:15 PM	3	4	33	0	8	1	6	0	12	256	3	6	17	212	16	0	577
4:30 PM	0	3	24	0	26	1	7	0	15	217	1	3	6	318	29	0	650
4:45 PM	1	0	12	0	14	1	5	0	11	263	0	2	5	276	32	0	622
5:00 PM	4	3	5	0	23	1	8	0	8	276	5	1	12	302	27	0	675
5:15 PM	1	6	29	0	21	2	9	0	27	315	7	2	8	294	35	1	757
5:30 PM	4	2	41	0	37	2	10	0	11	336	1	2	16	248	26	0	736
5:45 PM	1	4	17	0	15	3	6	0	18	286	5	1	14	275	23	0	668
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	16	27	184	0	159	14	59	0	116	2173	24	20	88	2117	206	1	5204
APPROACH %'s :	7.05%	11.89%	81.06%	0.00%	68.53%	6.03%	25.43%	0.00%	4.97%	93.14%	1.03%	0.86%	3.65%	87.77%	8.54%	0.04%	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	10	15	92	0	96	8	33	0	64	1213	18	6	50	1119	111	1	2836
PEAK HR FACTOR :	0.625	0.625	0.561	0.000	0.649	0.667	0.825	0.000	0.593	0.903	0.643	0.750	0.781	0.926	0.793	0.250	0.937
	0.622				0.699				0.927				0.939				

Prepared by National Data & Surveying Services

VOLUME

SR 434/SR 419 Bet Central Winds Dr/Heritage Park St & Tuskawilla Rd

Day: Thursday
Date: 5/22/2025

City: Winter Springs
Project #: FL25_130176_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	17,804	17,340	35,144

15-Minutes Interval

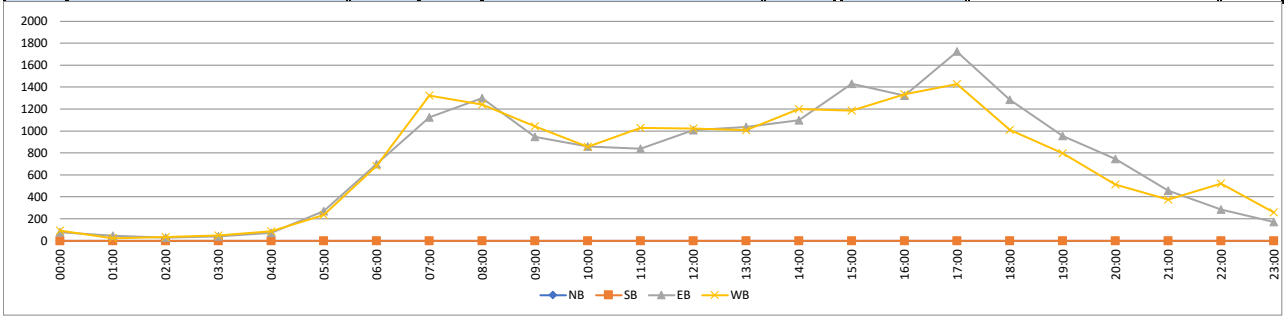
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			34	40	74	12:00			249	273	522
0:15			19	14	33	12:15			256	244	500
0:30			14	20	34	12:30			240	255	495
0:45			12	18	30	12:45			261	251	512
1:00			18	8	26	13:00			251	247	498
1:15			9	9	18	13:15			275	247	522
1:30			11	5	16	13:30			275	267	542
1:45			7	3	10	13:45			235	246	481
2:00			8	9	17	14:00			258	249	507
2:15			5	8	13	14:15			304	325	629
2:30			6	13	19	14:30			255	296	551
2:45			10	3	13	14:45			280	329	609
3:00			10	8	18	15:00			299	260	559
3:15			8	18	26	15:15			352	253	605
3:30			13	12	25	15:30			400	377	777
3:45			10	10	20	15:45			379	295	674
4:00			8	5	13	16:00			318	271	589
4:15			14	21	35	16:15			340	340	680
4:30			15	23	38	16:30			338	331	669
4:45			34	36	70	16:45			325	393	718
5:00			40	33	73	17:00			419	362	781
5:15			57	57	114	17:15			445	402	847
5:30			68	56	124	17:30			448	324	772
5:45			104	90	194	17:45			411	340	751
6:00			140	102	242	18:00			397	302	699
6:15			145	138	283	18:15			339	256	595
6:30			206	196	402	18:30			274	207	481
6:45			207	244	451	18:45			273	246	519
7:00			245	261	506	19:00			261	231	492
7:15			317	310	627	19:15			234	226	460
7:30			296	372	668	19:30			236	167	403
7:45			265	380	645	19:45			225	173	398
8:00			293	311	604	20:00			230	130	360
8:15			349	358	707	20:15			183	122	305
8:30			330	303	633	20:30			155	128	283
8:45			328	269	597	20:45			176	131	307
9:00			270	249	519	21:00			128	123	251
9:15			221	317	538	21:15			125	96	221
9:30			238	250	488	21:30			98	77	175
9:45			216	225	441	21:45			106	79	185
10:00			236	208	444	22:00			88	101	189
10:15			183	248	431	22:15			73	132	205
10:30			212	205	417	22:30			52	133	185
10:45			227	195	422	22:45			72	156	228
11:00			203	229	432	23:00			47	95	142
11:15			225	260	485	23:15			52	65	117
11:30			202	234	436	23:30			32	49	81
11:45			208	306	514	23:45			39	49	88
TOTALS	0	0	6296	6689	12985	TOTALS	0	0	11508	10651	22159
SPLIT %	0%	0%	48%	52%	37%	SPLIT %	0%	0%	52%	48%	63%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			79	92	171
01:00	02:00			45	25	70
02:00	03:00			29	33	62
03:00	04:00			41	48	89
04:00	05:00			71	85	156
05:00	06:00			269	236	505
06:00	07:00			698	680	1378
07:00	08:00			1123	1323	2446
08:00	09:00			1300	1241	2541
09:00	10:00			945	1041	1986
10:00	11:00			858	856	1714
11:00	12:00			838	1029	1867
12:00	13:00			1006	1023	2029
13:00	14:00			1036	1007	2043
14:00	15:00			1097	1199	2296
15:00	16:00			1430	1185	2615
16:00	17:00			1321	1335	2656
17:00	18:00			1723	1428	3151
18:00	19:00			1283	1011	2294
19:00	20:00			956	797	1753
20:00	21:00			744	511	1255
21:00	22:00			457	375	832
22:00	23:00			285	522	807
23:00	00:00			170	258	428

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			6296	6689	12985
Peak Hour			8:00	7:30	7:30
Peak Volume			1300	1421	2624
Peak Hour Factor			0.931	0.935	0.928
Peak Period	12:00	to	00:00		
Volume			11508	10651	22159
Peak Hour			17:00	16:30	17:00
Peak Volume			1723	1488	3151
Peak Hour Factor			0.961	0.925	0.930
Peak Period	07:00	to	09:00		
Volume			2423	2564	4987
Peak Hour			8:00	7:30	7:30
Peak Volume			1300	1421	2624
Peak Hour Factor			0.931	0.935	0.928
Peak Period	16:00	to	18:00		
Volume			3044	2763	5807
Peak Hour			17:00	16:30	17:00
Peak Volume			1723	1488	3151
Peak Hour Factor			0.961	0.925	0.930



Prepared by National Data & Surveying Services

VOLUME

SR 434/SR 419 Bet Tuskawilla Rd & Michael Blake Blvd

Day: Thursday
Date: 5/22/2025

City: Winter Springs
Project #: FL25_130176_002

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	14,066	13,353	27,419

DAILY TOTALS

15-Minutes Interval

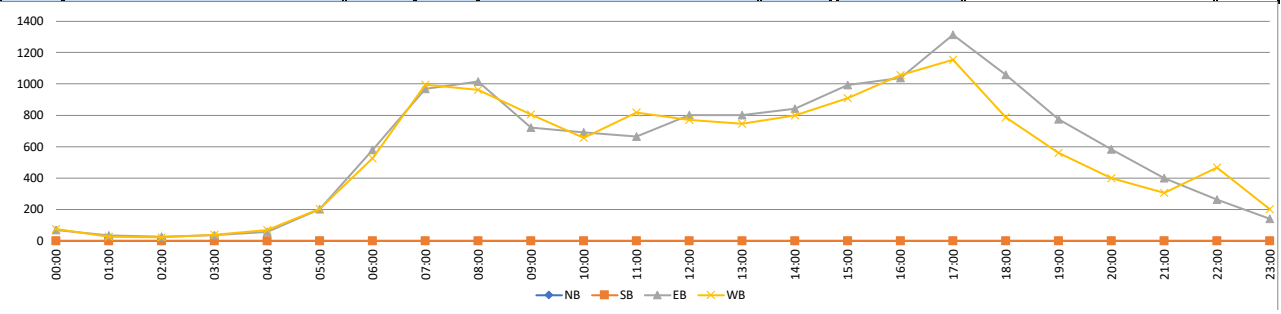
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			28	26	54	12:00			190	199	389
0:15			18	20	38	12:15			199	191	390
0:30			11	14	25	12:30			186	197	383
0:45			11	15	26	12:45			226	184	410
1:00			13	11	24	13:00			178	172	350
1:15			11	6	17	13:15			230	198	428
1:30			7	5	12	13:30			204	188	392
1:45			3	3	6	13:45			189	187	376
2:00			6	7	13	14:00			208	197	405
2:15			8	3	11	14:15			210	199	409
2:30			6	9	15	14:30			212	176	388
2:45			6	3	9	14:45			211	226	437
3:00			14	7	21	15:00			205	174	379
3:15			5	15	20	15:15			267	238	505
3:30			9	6	15	15:30			270	252	522
3:45			8	10	18	15:45			250	246	496
4:00			5	2	7	16:00			246	210	456
4:15			14	13	27	16:15			275	229	504
4:30			12	16	28	16:30			238	308	546
4:45			26	37	63	16:45			278	309	587
5:00			32	37	69	17:00			298	311	609
5:15			44	48	92	17:15			352	309	661
5:30			46	50	96	17:30			352	268	620
5:45			79	69	148	17:45			312	266	578
6:00			119	82	201	18:00			316	255	571
6:15			131	110	241	18:15			297	201	498
6:30			174	131	305	18:30			207	177	384
6:45			154	203	357	18:45			238	154	392
7:00			219	196	415	19:00			226	152	378
7:15			241	242	483	19:15			187	125	312
7:30			251	285	536	19:30			176	150	326
7:45			258	272	530	19:45			186	134	320
8:00			280	246	526	20:00			180	93	273
8:15			230	252	482	20:15			149	105	254
8:30			244	260	504	20:30			123	105	228
8:45			262	205	467	20:45			131	96	227
9:00			193	221	414	21:00			111	106	217
9:15			195	207	402	21:15			99	77	176
9:30			168	170	338	21:30			96	58	154
9:45			165	208	373	21:45			94	65	159
10:00			173	169	342	22:00			79	91	170
10:15			149	183	332	22:15			73	135	208
10:30			190	157	347	22:30			52	126	178
10:45			178	148	326	22:45			58	115	173
11:00			167	182	349	23:00			40	73	113
11:15			191	196	387	23:15			39	49	88
11:30			160	198	358	23:30			25	39	64
11:45			147	242	389	23:45			37	41	78
TOTALS	0	0	5061	5197	10258	TOTALS	0	0	9005	8156	17161
SPLIT %	0%	0%	49%	51%	37%	SPLIT %	0%	0%	52%	48%	63%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			68	75	143
01:00	02:00			34	25	59
02:00	03:00			26	22	48
03:00	04:00			36	38	74
04:00	05:00			57	68	125
05:00	06:00			201	204	405
06:00	07:00			578	526	1104
07:00	08:00			969	995	1964
08:00	09:00			1016	963	1979
09:00	10:00			721	806	1527
10:00	11:00			690	657	1347
11:00	12:00			665	818	1483
12:00	13:00			801	771	1572
13:00	14:00			801	745	1546
14:00	15:00			841	798	1639
15:00	16:00			992	910	1902
16:00	17:00			1037	1056	2093
17:00	18:00			1314	1154	2468
18:00	19:00			1058	787	1845
19:00	20:00			775	561	1336
20:00	21:00			583	399	982
21:00	22:00			400	306	706
22:00	23:00			262	467	729
23:00	00:00			141	202	343

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			5061	5197	10258
Peak Hour			7:15	7:30	7:15
Peak Volume			1030	1055	2075
Peak Hour Factor			0.920	0.925	0.968
Peak Period	12:00	to	00:00		
Volume			9005	8156	17161
Peak Hour			17:15	16:30	16:45
Peak Volume			1332	1237	2477
Peak Hour Factor			0.946	0.994	0.937
Peak Period	07:00	to	09:00		
Volume			1985	1958	3943
Peak Hour			7:15	7:30	7:15
Peak Volume			1030	1055	2075
Peak Hour Factor			0.920	0.925	0.968
Peak Period	16:00	to	18:00		
Volume			2351	2210	4561
Peak Hour			17:00	16:30	16:45
Peak Volume			1314	1237	2477
Peak Hour Factor			0.933	0.994	0.937



Prepared by National Data & Surveying Services

VOLUME

SR 434/SR 419 Bet Michael Blake Blvd & Tuscora Dr

Day: Thursday
Date: 5/22/2025

City: Winter Springs
Project #: FL25_130176_003

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	15,190	14,573	29,763

DAILY TOTALS

15-Minutes Interval

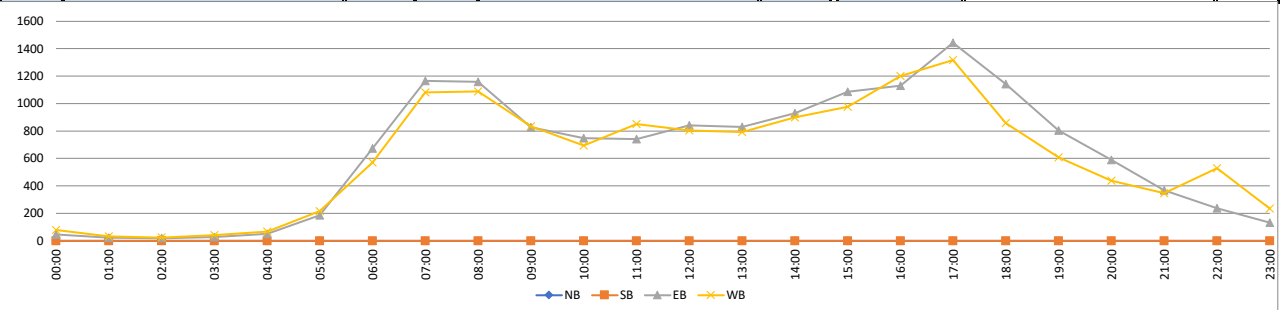
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			13	26	39	12:00			182	214	396
0:15			11	22	33	12:15			215	198	413
0:30			13	18	31	12:30			200	204	404
0:45			8	12	20	12:45			243	187	430
1:00			6	15	21	13:00			190	184	374
1:15			8	7	15	13:15			212	214	426
1:30			5	8	13	13:30			226	194	420
1:45			4	2	6	13:45			201	200	401
2:00			2	7	9	14:00			231	210	441
2:15			9	3	12	14:15			231	235	466
2:30			4	11	15	14:30			243	213	456
2:45			5	3	8	14:45			224	242	466
3:00			12	8	20	15:00			252	204	456
3:15			3	13	16	15:15			275	237	512
3:30			6	8	14	15:30			275	272	547
3:45			6	12	18	15:45			283	262	545
4:00			5	1	6	16:00			264	251	515
4:15			9	12	21	16:15			290	258	548
4:30			10	18	28	16:30			292	364	656
4:45			26	36	62	16:45			283	326	609
5:00			27	35	62	17:00			306	359	665
5:15			40	43	83	17:15			378	347	725
5:30			43	59	102	17:30			425	298	723
5:45			76	78	154	17:45			334	313	647
6:00			118	89	207	18:00			343	269	612
6:15			160	117	277	18:15			288	218	506
6:30			198	134	332	18:30			262	196	458
6:45			196	231	427	18:45			249	175	424
7:00			240	232	472	19:00			234	159	393
7:15			284	278	562	19:15			198	150	348
7:30			330	276	606	19:30			194	164	358
7:45			311	294	605	19:45			178	135	313
8:00			311	279	590	20:00			192	101	293
8:15			265	266	531	20:15			140	117	257
8:30			300	276	576	20:30			138	110	248
8:45			283	266	549	20:45			120	110	230
9:00			213	216	429	21:00			110	117	227
9:15			235	218	453	21:15			84	89	173
9:30			199	183	382	21:30			91	64	155
9:45			179	217	396	21:45			83	76	159
10:00			181	168	349	22:00			73	103	176
10:15			166	184	350	22:15			72	153	225
10:30			212	177	389	22:30			45	136	181
10:45			189	165	354	22:45			48	137	185
11:00			199	199	398	23:00			42	92	134
11:15			205	192	397	23:15			34	50	84
11:30			178	183	361	23:30			23	47	70
11:45			159	277	436	23:45			32	45	77
TOTALS	0	0	5662	5574	11236	TOTALS	0	0	9528	8999	18527
SPLIT %	0%	0%	50%	50%	38%	SPLIT %	0%	0%	51%	49%	62%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			45	78	123
01:00	02:00			23	32	55
02:00	03:00			20	24	44
03:00	04:00			27	41	68
04:00	05:00			50	67	117
05:00	06:00			186	215	401
06:00	07:00			672	571	1243
07:00	08:00			1165	1080	2245
08:00	09:00			1159	1087	2246
09:00	10:00			826	834	1660
10:00	11:00			748	694	1442
11:00	12:00			741	851	1592
12:00	13:00			840	803	1643
13:00	14:00			829	792	1621
14:00	15:00			929	900	1829
15:00	16:00			1085	975	2060
16:00	17:00			1129	1199	2328
17:00	18:00			1443	1317	2760
18:00	19:00			1142	858	2000
19:00	20:00			804	608	1412
20:00	21:00			590	438	1028
21:00	22:00			368	346	714
22:00	23:00			238	529	767
23:00	00:00			131	234	365

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			5662	5574	11236
Peak Hour			7:15	7:15	7:15
Peak Volume			1236	1127	2363
Peak Hour Factor			0.936	0.958	0.975
Peak Period	12:00	to	00:00		
Volume			9528	8999	18527
Peak Hour			17:15	16:30	17:00
Peak Volume			1480	1396	2760
Peak Hour Factor			0.871	0.959	0.952
Peak Period	07:00	to	09:00		
Volume			2324	2167	4491
Peak Hour			7:15	7:15	7:15
Peak Volume			1236	1127	2363
Peak Hour Factor			0.936	0.958	0.975
Peak Period	16:00	to	18:00		
Volume			2572	2516	5088
Peak Hour			17:00	16:30	17:00
Peak Volume			1443	1396	2760
Peak Hour Factor			0.849	0.959	0.952



Prepared by National Data & Surveying Services

VOLUME

Tuskawilla Rd Bet Trotwood Blvd & SR 434/SR 419

Day: Thursday
Date: 5/22/2025

City: Winter Springs
Project #: FL25_130176_004

DAILY TOTALS	NB	SB	EB	WB	Total
	10,839	10,426	0	0	21,265

15-Minutes Interval

TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	25	21			46	12:00	209	148			357
0:15	25	26			51	12:15	177	164			341
0:30	5	9			14	12:30	194	157			351
0:45	4	6			10	12:45	171	183			354
1:00	1	8			9	13:00	174	160			334
1:15	6	2			8	13:15	141	162			303
1:30	6	7			13	13:30	173	182			355
1:45	3	3			6	13:45	171	158			329
2:00	6	6			12	14:00	181	155			336
2:15	4	2			6	14:15	216	190			406
2:30	7	1			8	14:30	195	220			415
2:45	1	4			5	14:45	185	172			357
3:00	3	1			4	15:00	191	161			352
3:15	7	7			14	15:15	173	235			408
3:30	8	4			12	15:30	200	209			409
3:45	9	5			14	15:45	176	218			394
4:00	5	3			8	16:00	221	199			420
4:15	13	4			17	16:15	246	202			448
4:30	11	10			21	16:30	207	209			416
4:45	29	5			34	16:45	218	173			391
5:00	19	17			36	17:00	216	228			444
5:15	27	17			44	17:15	209	222			431
5:30	27	27			54	17:30	245	218			463
5:45	50	28			78	17:45	194	206			400
6:00	46	59			105	18:00	174	215			389
6:15	75	58			133	18:15	176	161			337
6:30	119	70			189	18:30	153	139			292
6:45	180	96			276	18:45	138	152			290
7:00	194	159			353	19:00	135	150			285
7:15	136	170			306	19:15	143	132			275
7:30	210	167			377	19:30	122	137			259
7:45	275	129			404	19:45	101	140			241
8:00	164	147			311	20:00	95	115			210
8:15	194	202			396	20:15	99	106			205
8:30	189	207			396	20:30	83	85			168
8:45	181	224			405	20:45	80	93			173
9:00	208	209			417	21:00	65	82			147
9:15	237	172			409	21:15	69	72			141
9:30	164	152			316	21:30	56	57			113
9:45	120	157			277	21:45	51	52			103
10:00	109	143			252	22:00	42	49			91
10:15	145	140			285	22:15	40	31			71
10:30	149	148			297	22:30	49	40			89
10:45	133	141			274	22:45	46	39			85
11:00	140	139			279	23:00	27	31			58
11:15	147	131			278	23:15	30	26			56
11:30	154	151			305	23:30	27	25			52
11:45	170	153			323	23:45	15	19			34
TOTALS	4140	3747	0	0	7887	TOTALS	6699	6679	0	0	13378
SPLIT %	52%	48%	0%	0%	37%	SPLIT %	50%	50%	0%	0%	63%

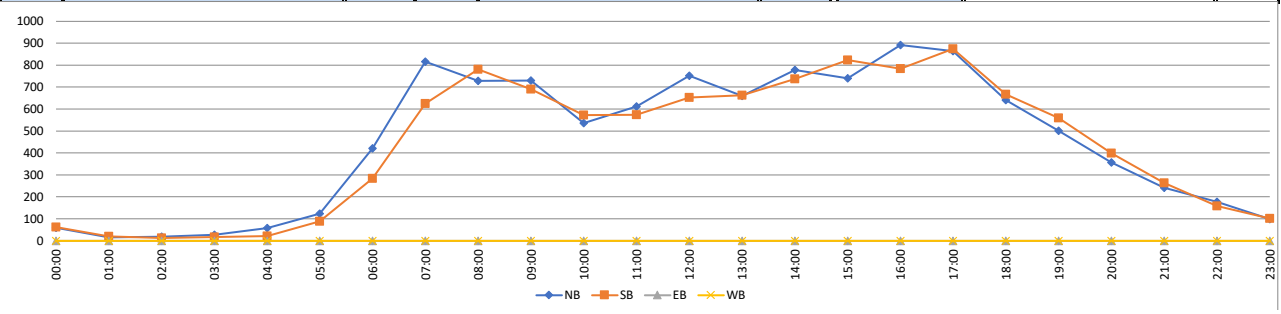
DAILY TOTALS

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	59	62			121
01:00	02:00	16	20			36
02:00	03:00	18	13			31
03:00	04:00	27	17			44
04:00	05:00	58	22			80
05:00	06:00	123	89			212
06:00	07:00	420	283			703
07:00	08:00	815	625			1440
08:00	09:00	728	780			1508
09:00	10:00	729	690			1419
10:00	11:00	536	572			1108
11:00	12:00	611	574			1185
12:00	13:00	751	652			1403
13:00	14:00	659	662			1321
14:00	15:00	777	737			1514
15:00	16:00	740	823			1563
16:00	17:00	892	783			1675
17:00	18:00	864	874			1738
18:00	19:00	641	667			1308
19:00	20:00	501	559			1060
20:00	21:00	357	399			756
21:00	22:00	241	263			504
22:00	23:00	177	159			336
23:00	00:00	99	101			200

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	4140	3747			7887
Peak Hour	7:30	8:15			8:30
Peak Volume	843	842			1627
Peak Hour Factor	0.766	0.940			0.975
Peak Period	12:00	to	00:00		
Volume	6699	6679			13378
Peak Hour	16:00	17:00			17:00
Peak Volume	892	874			1738
Peak Hour Factor	0.907	0.958			0.938
Peak Period	07:00	to	09:00		
Volume	1543	1405			2948
Peak Hour	7:30	8:00			8:00
Peak Volume	843	780			1508
Peak Hour Factor	0.766	0.871			0.931
Peak Period	16:00	to	18:00		
Volume	1756	1657			3413
Peak Hour	16:00	17:00			17:00
Peak Volume	892	874			1738
Peak Hour Factor	0.907	0.958			0.938



Prepared by National Data & Surveying Services

VOLUME

Tuskawilla Rd Bet SR 434/SR 419 & Blumberg Blvd

Day: Thursday
Date: 5/22/2025

City: Winter Springs
Project #: FL25_130176_005

DAILY TOTALS	NB	SB	EB	WB	Total
	1,316	1,479	0	0	2,795

DAILY TOTALS

15-Minutes Interval

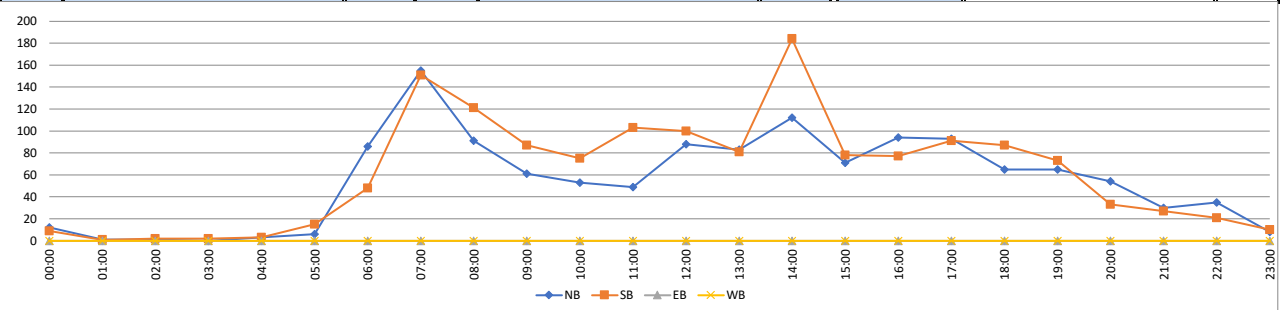
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	3	0			3	12:00	29	15			44
0:15	6	6			12	12:15	20	36			56
0:30	1	1			2	12:30	25	24			49
0:45	2	2			4	12:45	14	25			39
1:00	0	1			1	13:00	25	24			49
1:15	0	0			0	13:15	16	17			33
1:30	0	0			0	13:30	17	23			40
1:45	1	0			1	13:45	25	17			42
2:00	0	1			1	14:00	35	22			57
2:15	0	0			0	14:15	36	65			101
2:30	1	0			1	14:30	22	71			93
2:45	0	1			1	14:45	19	26			45
3:00	0	1			1	15:00	14	16			30
3:15	0	1			1	15:15	20	17			37
3:30	0	0			0	15:30	18	27			45
3:45	0	0			0	15:45	19	18			37
4:00	0	0			0	16:00	20	19			39
4:15	1	1			2	16:15	22	21			43
4:30	1	1			2	16:30	26	21			47
4:45	1	1			2	16:45	26	16			42
5:00	1	6			7	17:00	29	23			52
5:15	0	1			1	17:15	28	26			54
5:30	1	4			5	17:30	21	19			40
5:45	4	4			8	17:45	15	23			38
6:00	6	5			11	18:00	16	21			37
6:15	8	10			18	18:15	17	21			38
6:30	10	6			16	18:30	16	18			34
6:45	62	27			89	18:45	16	27			43
7:00	85	74			159	19:00	24	20			44
7:15	14	31			45	19:15	17	27			44
7:30	18	22			40	19:30	13	16			29
7:45	38	24			62	19:45	11	10			21
8:00	22	33			55	20:00	17	9			26
8:15	27	31			58	20:15	9	10			19
8:30	24	26			50	20:30	13	4			17
8:45	18	31			49	20:45	15	10			25
9:00	15	20			35	21:00	4	7			11
9:15	18	28			46	21:15	7	5			12
9:30	20	22			42	21:30	8	8			16
9:45	8	17			25	21:45	11	7			18
10:00	10	16			26	22:00	9	4			13
10:15	19	21			40	22:15	11	6			17
10:30	9	20			29	22:30	11	9			20
10:45	15	18			33	22:45	4	2			6
11:00	14	25			39	23:00	2	4			6
11:15	11	18			29	23:15	2	1			3
11:30	14	26			40	23:30	2	2			4
11:45	10	34			44	23:45	2	3			5
TOTALS	518	617	0	0	1135	TOTALS	798	862	0	0	1660
SPLIT %	46%	54%	0%	0%	41%	SPLIT %	48%	52%	0%	0%	59%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	12	9			21
01:00	02:00	1	1			2
02:00	03:00	1	2			3
03:00	04:00	0	2			2
04:00	05:00	3	3			6
05:00	06:00	6	15			21
06:00	07:00	86	48			134
07:00	08:00	155	151			306
08:00	09:00	91	121			212
09:00	10:00	61	87			148
10:00	11:00	53	75			128
11:00	12:00	49	103			152
12:00	13:00	88	100			188
13:00	14:00	83	81			164
14:00	15:00	112	184			296
15:00	16:00	71	78			149
16:00	17:00	94	77			171
17:00	18:00	93	91			184
18:00	19:00	65	87			152
19:00	20:00	65	73			138
20:00	21:00	54	33			87
21:00	22:00	30	27			57
22:00	23:00	35	21			56
23:00	00:00	8	10			18

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	518	617			1135
Peak Hour	6:45	6:45			6:45
Peak Volume	179	154			333
Peak Hour Factor	0.526	0.520			0.524
Peak Period	12:00	to	00:00		
Volume	798	862			1660
Peak Hour	13:45	14:00			14:00
Peak Volume	118	184			296
Peak Hour Factor	0.819	0.648			0.733
Peak Period	07:00	to	09:00		
Volume	246	272			518
Peak Hour	7:00	7:00			7:00
Peak Volume	155	151			306
Peak Hour Factor	0.456	0.510			0.481
Peak Period	16:00	to	18:00		
Volume	187	168			355
Peak Hour	16:30	17:00			16:30
Peak Volume	109	91			195
Peak Hour Factor	0.940	0.875			0.903



Prepared by National Data & Surveying Services

VOLUME

Michael Blake Blvd Bet SR 434/SR 419 & Tuskawilla Rd

Day: Thursday
Date: 5/22/2025

City: Winter Springs
Project #: FL25_130176_006

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,025	617	1,642

15-Minutes Interval

TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			1	1	2	12:00			20	12	32
0:15			1	2	3	12:15			16	8	24
0:30			0	2	2	12:30			12	8	20
0:45			0	0	0	12:45			18	12	30
1:00			0	0	0	13:00			15	3	18
1:15			0	1	1	13:15			16	7	23
1:30			0	0	0	13:30			17	6	23
1:45			0	0	0	13:45			8	10	18
2:00			1	0	1	14:00			12	4	16
2:15			1	0	1	14:15			17	17	34
2:30			0	1	1	14:30			19	8	27
2:45			0	0	0	14:45			14	10	24
3:00			0	0	0	15:00			21	1	22
3:15			0	1	1	15:15			30	16	46
3:30			0	0	0	15:30			24	11	35
3:45			1	0	1	15:45			17	14	31
4:00			0	0	0	16:00			25	7	32
4:15			1	0	1	16:15			35	17	52
4:30			1	1	2	16:30			18	5	23
4:45			1	1	2	16:45			15	5	20
5:00			1	0	1	17:00			11	10	21
5:15			2	0	2	17:15			29	11	40
5:30			1	2	3	17:30			45	15	60
5:45			1	3	4	17:45			21	12	33
6:00			6	4	10	18:00			19	14	33
6:15			4	5	9	18:15			18	8	26
6:30			10	2	12	18:30			23	10	33
6:45			18	11	29	18:45			14	10	24
7:00			13	7	20	19:00			19	7	26
7:15			9	18	27	19:15			16	9	25
7:30			15	14	29	19:30			8	9	17
7:45			32	13	45	19:45			14	6	20
8:00			15	12	27	20:00			11	6	17
8:15			18	17	35	20:15			3	3	6
8:30			17	20	37	20:30			6	4	10
8:45			19	16	35	20:45			7	5	12
9:00			12	15	27	21:00			6	4	10
9:15			23	9	32	21:15			13	8	21
9:30			16	14	30	21:30			5	2	7
9:45			9	8	17	21:45			4	1	5
10:00			12	7	19	22:00			2	3	5
10:15			14	9	23	22:15			2	3	5
10:30			13	9	22	22:30			2	0	2
10:45			9	10	19	22:45			2	2	4
11:00			18	8	26	23:00			3	1	4
11:15			14	9	23	23:15			3	3	6
11:30			11	4	15	23:30			1	1	2
11:45			9	13	22	23:45			0	0	0
TOTALS	0	0	349	269	618	TOTALS	0	0	676	348	1024
SPLIT %	0%	0%	56%	44%	38%	SPLIT %	0%	0%	66%	34%	62%

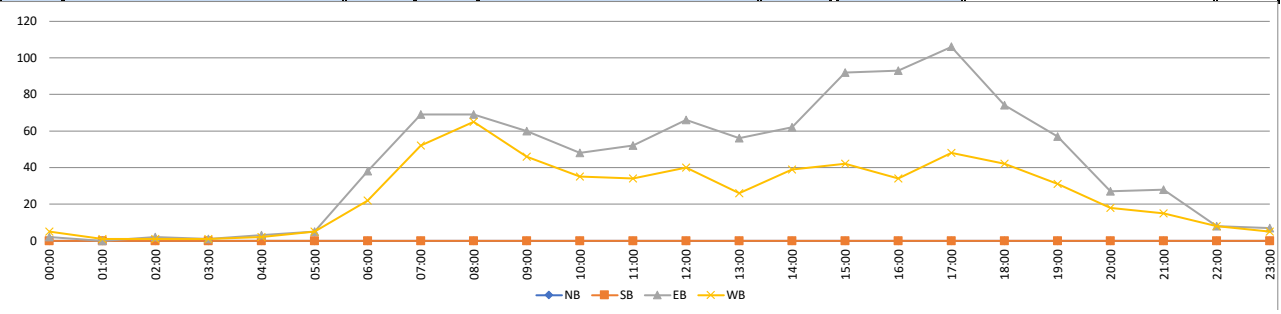
DAILY TOTALS

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			2	5	7
01:00	02:00			0	1	1
02:00	03:00			2	1	3
03:00	04:00			1	1	2
04:00	05:00			3	2	5
05:00	06:00			5	5	10
06:00	07:00			38	22	60
07:00	08:00			69	52	121
08:00	09:00			69	65	134
09:00	10:00			60	46	106
10:00	11:00			48	35	83
11:00	12:00			52	34	86
12:00	13:00			66	40	106
13:00	14:00			56	26	82
14:00	15:00			62	39	101
15:00	16:00			92	42	134
16:00	17:00			93	34	127
17:00	18:00			106	48	154
18:00	19:00			74	42	116
19:00	20:00			57	31	88
20:00	21:00			27	18	45
21:00	22:00			28	15	43
22:00	23:00			8	8	16
23:00	00:00			7	5	12

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			349	269	618
Peak Hour			7:45	8:15	7:45
Peak Volume			82	68	144
Peak Hour Factor			0.641	0.850	0.800
Peak Period	12:00	to	00:00		
Volume			676	348	1024
Peak Hour			17:15	17:15	17:15
Peak Volume			114	52	166
Peak Hour Factor			0.633	0.867	0.692
Peak Period	07:00	to	09:00		
Volume			138	117	255
Peak Hour			7:45	8:00	7:45
Peak Volume			82	65	144
Peak Hour Factor			0.641	0.813	0.800
Peak Period	16:00	to	18:00		
Volume			199	82	281
Peak Hour			17:00	17:00	17:00
Peak Volume			106	48	154
Peak Hour Factor			0.589	0.800	0.642



APPENDIX C: Growth Rate Calculation and Trip Generation

HISTORICAL TRAFFIC COUNTS
Winter Springs TLE TIS
Winter Springs, Florida

Location	Cosite						Forecast		Compounded Growth Rate	
		2020	2021	2022	2023	2024	2025	2028	2025-2028	Percent
SR 434 from Shore Rd to Tuskawilla Rd	771002	34,000	34,000	36,500	38,500	34,500	37,150	38,800	1.46%	40.42%
SR 434 from Tuskawilla Rd to Tuscora Dr	770278	26,500	27,500	24,000	25,000	27,500	25,950	25,800	-0.19%	26.88%
SR 434 from Tuscora Dr	770285	23,500	23,500	25,000	26,000	27,500	28,250	31,400	3.59%	32.71%
							91,350	96,000	1.7%	100.00%

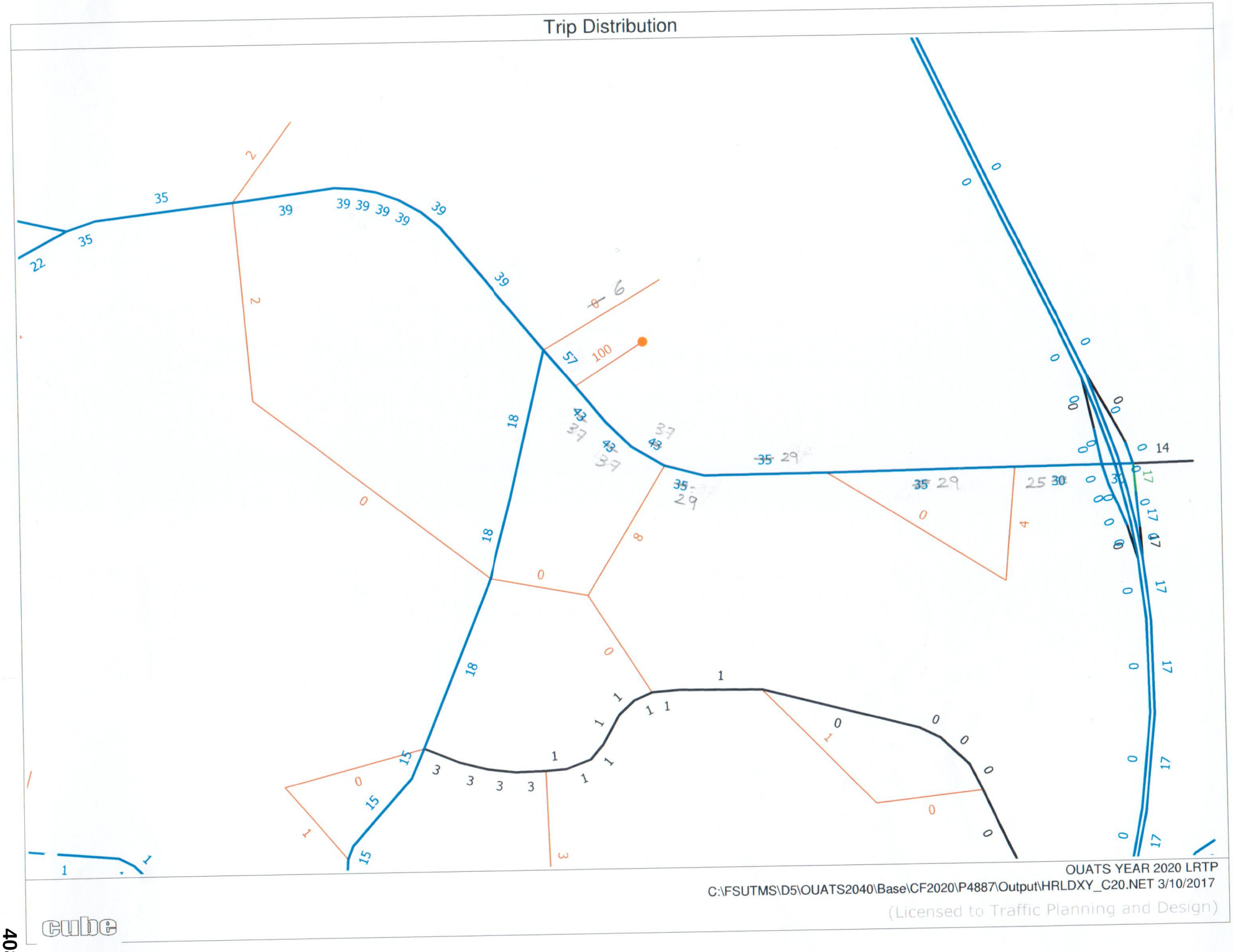
Day Care Center (565)

Based upon methodology from ITE's Trip Generation, 11th Edition (2021)

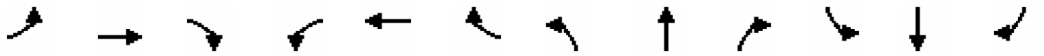
Project Land Use	Project Density	Project Trips			ITE Code	Variable	Equation Used[1]	In/Out Distribution		Average Rate
		Total	Inbound	Outbound						
Day Care Center	10,000 S.F.				565	1,000 S.F.				
Daily		**476**	238	238			T = 47.62 * X/1000	50%	50%	47.62
AM Peak Hour		**110**	58	52			T = 11 * X/1000	53%	47%	11.00
PM Peak Hour		**111**	52	59			T = 11.12 * X/1000	47%	53%	11.12
Reductions for Pass-By Trips										
Daily		**0**	0	0						
AM Peak Hour		**0**	0	0						
PM Peak Hour	44%	**49**	23	26						
TOTAL PROJECT TRIPS										
Daily		**476**	238	238						
AM Peak Hour		**110**	58	52						
PM Peak Hour		**62**	29	33						

Note: Pass-By Percentages are from the ITE 11th Edition Apendices (2021)

[1] Where: T = Trips; X = Density by Variable


Trip Distribution
OUATS YEAR 2020 LRTP
C:\FSUTMS\D5\OUATS2040\Base\CF2020\P4887\Output\HRLDXY_C20.NET 3/10/2017
(Licensed to Traffic Planning and Design)
cube

APPENDIX D: Capacity Analysis Report



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	29	1194	5	21	1406	48	18	2	27	18	2	27
Future Volume (veh/h)	29	1194	5	21	1406	48	18	2	27	18	2	27
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	30	1244	5	22	1465	50	19	2	28	19	2	28
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	276	2781	11	358	2650	90	35	2	185	35	2	185
Arrive On Green	0.02	0.78	0.78	0.02	0.77	0.77	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1753	3572	14	1753	3451	118	0	17	1560	0	17	1560
Grp Volume(v), veh/h	30	609	640	22	741	774	21	0	28	21	0	28
Grp Sat Flow(s),veh/h/ln	1753	1749	1838	1753	1749	1820	17	0	1560	17	0	1560
Q Serve(g_s), s	0.7	23.0	23.0	0.5	33.1	33.3	0.0	0.0	3.1	0.0	0.0	3.1
Cycle Q Clear(g_c), s	0.7	23.0	23.0	0.5	33.1	33.3	23.0	0.0	3.1	23.0	0.0	3.1
Prop In Lane	1.00		0.01	1.00		0.06	0.90		1.00	0.90		1.00
Lane Grp Cap(c), veh/h	276	1361	1431	358	1343	1397	37	0	185	37	0	185
V/C Ratio(X)	0.11	0.45	0.45	0.06	0.55	0.55	0.56	0.00	0.15	0.56	0.00	0.15
Avail Cap(c_a), veh/h	348	1361	1431	371	1343	1397	37	0	185	37	0	185
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.75	0.75	0.75	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	7.5	7.3	7.3	5.7	9.1	9.1	94.8	0.0	76.7	94.8	0.0	76.7
Incr Delay (d2), s/veh	0.2	1.1	1.0	0.1	1.2	1.2	17.8	0.0	0.4	17.8	0.0	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	8.0	8.4	0.2	11.7	12.2	1.3	0.0	1.3	1.3	0.0	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	7.7	8.4	8.3	5.7	10.3	10.3	112.6	0.0	77.1	112.6	0.0	77.1
LnGrp LOS	A	A	A	A	B	B	F		E	F		E
Approach Vol, veh/h		1279			1537			49			49	
Approach Delay, s/veh		8.3			10.2			92.3			92.3	
Approach LOS		A			B			F			F	

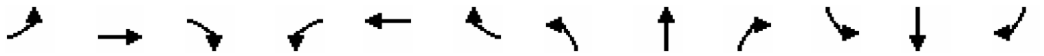
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.0	157.0		29.0	10.0	155.0		29.0				
Change Period (Y+Rc), s	4.5	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	5.0	149.0		23.0	12.0	131.0		9.0				
Max Q Clear Time (g_c+I1), s	2.5	25.0		25.0	2.7	35.3		25.0				
Green Ext Time (p_c), s	0.0	9.7		0.0	0.0	14.4		0.0				

Intersection Summary												
HCM 7th Control Delay, s/veh			12.1									
HCM 7th LOS			B									

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	34	834	379	145	965	16	568	97	114	60	84	27
Future Volume (veh/h)	34	834	379	145	965	16	568	97	114	60	84	27
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	35	860	391	149	995	16	586	100	118	62	87	28
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	310	1793	800	167	2253	36	640	234	277	105	127	45
Arrive On Green	0.51	0.51	0.51	0.09	0.63	0.63	0.19	0.30	0.30	0.08	0.08	0.08
Sat Flow, veh/h	553	3526	1572	1767	3551	57	3428	776	915	870	1509	539
Grp Volume(v), veh/h	35	860	391	149	494	517	586	0	218	94	0	83
Grp Sat Flow(s),veh/h/ln	553	1763	1572	1767	1763	1845	1714	0	1691	1326	0	1592
Q Serve(g_s), s	6.5	30.1	30.9	15.8	27.0	27.0	31.9	0.0	19.6	13.3	0.0	9.5
Cycle Q Clear(g_c), s	9.6	30.1	30.9	15.8	27.0	27.0	31.9	0.0	19.6	13.3	0.0	9.5
Prop In Lane	1.00		1.00	1.00		0.03	1.00		0.54	0.66		0.34
Lane Grp Cap(c), veh/h	310	1793	800	167	1119	1171	640	0	511	143	0	134
V/C Ratio(X)	0.11	0.48	0.49	0.89	0.44	0.44	0.92	0.00	0.43	0.66	0.00	0.62
Avail Cap(c_a), veh/h	310	1793	800	195	1119	1171	794	0	511	227	0	235
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.92	0.92	0.92	0.93	0.93	0.93	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	26.1	30.3	30.5	85.1	17.6	17.6	75.8	0.0	53.1	85.8	0.0	84.1
Incr Delay (d2), s/veh	0.7	0.8	2.0	31.8	1.2	1.1	13.3	0.0	0.6	5.1	0.0	4.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	12.8	12.1	8.6	11.0	11.5	15.1	0.0	8.4	4.7	0.0	4.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	26.8	31.2	32.5	116.8	18.8	18.8	89.1	0.0	53.7	90.9	0.0	88.7
LnGrp LOS	C	C	C	F	B	B	F		D	F		F
Approach Vol, veh/h		1286			1160			804			177	
Approach Delay, s/veh		31.5			31.4			79.5			89.9	
Approach LOS		C			C			E			F	

Timer - Assigned Phs	1	2	3	4		6		8				
Phs Duration (G+Y+Rc), s	23.9	102.6	41.5	22.0		126.6		63.4				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0		6.0		6.0				
Max Green Setting (Gmax), s	21.0	73.0	44.0	28.0		84.0		44.0				
Max Q Clear Time (g_c+I1), s	17.8	32.9	33.9	15.3		29.0		21.6				
Green Ext Time (p_c), s	0.1	8.6	1.6	0.7		6.8		1.1				

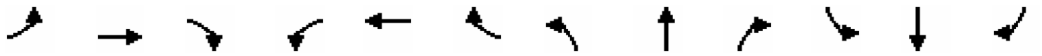
Intersection Summary												
HCM 7th Control Delay, s/veh			45.7									
HCM 7th LOS			D									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	52	935	8	52	968	72	7	8	70	152	9	43
Future Volume (veh/h)	52	935	8	52	968	72	7	8	70	152	9	43
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	54	964	8	54	998	74	7	8	72	157	9	44
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	412	2583	21	448	2542	1134	44	23	207	167	7	227
Arrive On Green	0.03	0.73	0.73	0.03	0.73	0.73	0.15	0.15	0.15	0.15	0.15	0.15
Sat Flow, veh/h	1753	3555	29	1753	3497	1560	1330	158	1426	858	49	1560
Grp Volume(v), veh/h	54	474	498	54	998	74	7	0	80	166	0	44
Grp Sat Flow(s),veh/h/ln	1753	1749	1835	1753	1749	1560	1330	0	1584	907	0	1560
Q Serve(g_s), s	1.3	16.8	16.8	1.3	18.0	2.2	0.0	0.0	7.5	16.5	0.0	4.1
Cycle Q Clear(g_c), s	1.3	16.8	16.8	1.3	18.0	2.2	24.0	0.0	7.5	24.0	0.0	4.1
Prop In Lane	1.00		0.02	1.00		1.00	1.00		0.90	0.95		1.00
Lane Grp Cap(c), veh/h	412	1271	1334	448	2542	1134	44	0	230	174	0	227
V/C Ratio(X)	0.13	0.37	0.37	0.12	0.39	0.07	0.16	0.00	0.35	0.95	0.00	0.19
Avail Cap(c_a), veh/h	417	1271	1334	453	2542	1134	44	0	230	174	0	227
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.84	0.84	0.84	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.2	8.4	8.4	6.1	8.6	6.5	82.5	0.0	63.4	75.9	0.0	62.0
Incr Delay (d2), s/veh	0.1	0.7	0.7	0.1	0.5	0.1	1.7	0.0	0.9	54.1	0.0	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	5.9	6.2	0.4	6.2	0.7	0.3	0.0	3.1	9.8	0.0	1.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	6.3	9.2	9.1	6.2	9.1	6.6	84.2	0.0	64.3	130.1	0.0	62.4
LnGrp LOS	A	A	A	A	A	A	F		E	F		E
Approach Vol, veh/h		1026			1126			87			210	
Approach Delay, s/veh		9.0			8.8			65.9			115.9	
Approach LOS		A			A			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.1	125.9		30.0	9.1	125.9		30.0				
Change Period (Y+Rc), s	4.5	6.0		6.0	4.5	6.0		6.0				
Max Green Setting (Gmax), s	5.0	119.0		24.0	5.0	16.0		11.0				
Max Q Clear Time (g_c+I1), s	3.3	18.8		26.0	3.3	20.0		26.0				
Green Ext Time (p_c), s	0.0	6.4		0.0	0.0	0.0		0.0				

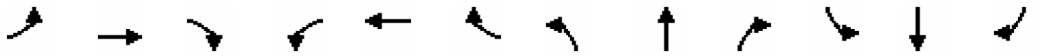
Intersection Summary												
HCM 7th Control Delay, s/veh			20.1									
HCM 7th LOS			C									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	79	1629	18	20	1419	49	10	6	36	39	6	26
Future Volume (veh/h)	79	1629	18	20	1419	49	10	6	36	39	6	26
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	83	1715	19	21	1494	52	11	6	38	41	6	27
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	292	2879	32	238	2779	97	28	10	133	32	3	133
Arrive On Green	0.02	0.81	0.81	0.02	0.81	0.81	0.09	0.09	0.09	0.09	0.09	0.09
Sat Flow, veh/h	1753	3543	39	1753	3448	120	0	112	1560	0	30	1560
Grp Volume(v), veh/h	83	845	889	21	756	790	17	0	38	47	0	27
Grp Sat Flow(s),veh/h/ln	1753	1749	1834	1753	1749	1819	112	0	1560	30	0	1560
Q Serve(g_s), s	1.8	37.0	37.2	0.5	31.2	31.4	0.0	0.0	4.8	0.0	0.0	3.4
Cycle Q Clear(g_c), s	1.8	37.0	37.2	0.5	31.2	31.4	18.0	0.0	4.8	18.0	0.0	3.4
Prop In Lane	1.00		0.02	1.00		0.07	0.65		1.00	0.87		1.00
Lane Grp Cap(c), veh/h	292	1421	1490	238	1409	1466	38	0	133	34	0	133
V/C Ratio(X)	0.28	0.59	0.60	0.09	0.54	0.54	0.45	0.00	0.29	1.36	0.00	0.20
Avail Cap(c_a), veh/h	375	1421	1490	350	1409	1466	38	0	133	34	0	133
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.62	0.62	0.62	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.4	7.2	7.2	6.6	7.0	7.0	95.7	0.0	90.5	104.2	0.0	89.8
Incr Delay (d2), s/veh	0.5	1.8	1.8	0.1	0.9	0.9	8.2	0.0	1.2	278.1	0.0	0.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	12.5	13.1	0.1	10.5	11.0	1.0	0.0	2.0	4.6	0.0	1.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	6.9	9.0	9.0	6.7	7.9	7.9	104.0	0.0	91.6	382.3	0.0	90.6
LnGrp LOS	A	A	A	A	A	A	F		F	F		F
Approach Vol, veh/h		1817			1567			55			74	
Approach Delay, s/veh		8.9			7.9			95.5			275.8	
Approach LOS		A			A			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.5	177.5		24.0	11.0	176.0		24.0				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	17.0	137.0		18.0	15.0	160.0		8.0				
Max Q Clear Time (g_c+I1), s	2.5	39.2		20.0	3.8	33.4		20.0				
Green Ext Time (p_c), s	0.0	19.8		0.0	0.1	15.1		0.0				

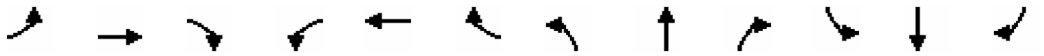
Intersection Summary			
HCM 7th Control Delay, s/veh		15.4	
HCM 7th LOS		B	



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	46	1053	500	159	944	55	579	120	119	115	132	21
Future Volume (veh/h)	46	1053	500	159	944	55	579	120	119	115	132	21
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	50	1145	543	173	1026	60	629	130	129	125	143	23
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	280	1824	813	186	2184	128	556	264	262	153	191	32
Arrive On Green	0.52	0.52	0.52	0.11	0.65	0.65	0.16	0.31	0.31	0.12	0.12	0.12
Sat Flow, veh/h	515	3526	1572	1767	3385	198	3428	855	848	1023	1535	255
Grp Volume(v), veh/h	50	1145	543	173	534	552	629	0	259	143	0	148
Grp Sat Flow(s),veh/h/ln	515	1763	1572	1767	1763	1820	1714	0	1703	1171	0	1643
Q Serve(g_s), s	14.5	61.5	67.5	25.7	40.9	40.9	43.0	0.0	32.8	32.3	0.0	23.0
Cycle Q Clear(g_c), s	21.5	61.5	67.5	25.7	40.9	40.9	43.0	0.0	32.8	32.3	0.0	23.0
Prop In Lane	1.00		1.00	1.00		0.11	1.00		0.50	0.87		0.16
Lane Grp Cap(c), veh/h	280	1824	813	186	1137	1174	556	0	527	171	0	205
V/C Ratio(X)	0.18	0.63	0.67	0.93	0.47	0.47	1.13	0.00	0.49	0.84	0.00	0.72
Avail Cap(c_a), veh/h	280	1824	813	220	1137	1174	556	0	527	171	0	205
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.79	0.79	0.79	0.92	0.92	0.92	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	38.0	45.7	47.2	117.6	23.9	23.9	111.0	0.0	74.5	115.7	0.0	111.6
Incr Delay (d2), s/veh	1.1	1.3	3.4	36.3	1.3	1.2	79.5	0.0	0.7	28.5	0.0	11.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	27.3	27.3	13.8	17.5	18.1	25.4	0.0	14.5	11.3	0.0	10.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	39.1	47.0	50.6	153.9	25.2	25.2	190.5	0.0	75.2	144.2	0.0	123.5
LnGrp LOS	D	D	D	F	C	C	F		E	F		F
Approach Vol, veh/h		1738			1259			888			291	
Approach Delay, s/veh		47.9			42.9			156.9			133.7	
Approach LOS		D			D			F			F	

Timer - Assigned Phs	1	2	3	4		6		8				
Phs Duration (G+Y+Rc), s	33.9	143.1	49.0	39.0		177.0		88.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0		6.0		6.0				
Max Green Setting (Gmax), s	33.0	132.0	43.0	33.0		147.0		43.0				
Max Q Clear Time (g_c+I1), s	27.7	69.5	45.0	34.3		42.9		34.8				
Green Ext Time (p_c), s	0.2	15.0	0.0	0.0		7.7		0.8				

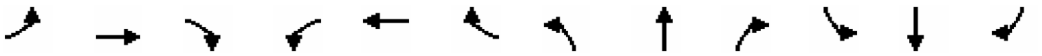
Intersection Summary	
HCM 7th Control Delay, s/veh	75.5
HCM 7th LOS	E



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	64	1213	18	50	1119	111	10	15	92	96	8	33
Future Volume (veh/h)	64	1213	18	50	1119	111	10	15	92	96	8	33
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	68	1290	19	53	1190	118	11	16	98	102	9	35
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	356	2977	44	352	2951	1316	43	26	162	100	5	184
Arrive On Green	0.83	0.83	0.83	0.83	0.83	0.83	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	421	3585	53	420	3554	1585	1362	227	1392	511	45	1585
Grp Volume(v), veh/h	68	639	670	53	1190	118	11	0	114	111	0	35
Grp Sat Flow(s),veh/h/ln	421	1777	1861	420	1777	1585	1362	0	1620	556	0	1585
Q Serve(g_s), s	8.3	16.0	16.0	6.4	14.3	2.3	0.0	0.0	11.2	8.3	0.0	3.4
Cycle Q Clear(g_c), s	22.6	16.0	16.0	22.5	14.3	2.3	19.5	0.0	11.2	19.5	0.0	3.4
Prop In Lane	1.00		0.03	1.00		1.00	1.00		0.86	0.92		1.00
Lane Grp Cap(c), veh/h	356	1475	1545	352	2951	1316	43	0	188	106	0	184
V/C Ratio(X)	0.19	0.43	0.43	0.15	0.40	0.09	0.26	0.00	0.61	1.05	0.00	0.19
Avail Cap(c_a), veh/h	356	1475	1545	352	2951	1316	43	0	188	106	0	184
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.73	0.73	0.73	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.5	3.8	3.8	6.8	3.6	2.6	84.0	0.0	70.6	81.5	0.0	67.1
Incr Delay (d2), s/veh	0.9	0.7	0.6	0.9	0.4	0.1	3.1	0.0	5.5	102.0	0.0	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	4.4	4.6	0.6	3.9	0.6	0.5	0.0	5.0	7.6	0.0	1.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	7.4	4.5	4.4	7.7	4.0	2.7	87.1	0.0	76.1	183.5	0.0	67.6
LnGrp LOS	A	A	A	A	A	A	F		E	F		E
Approach Vol, veh/h		1377			1361			125			146	
Approach Delay, s/veh		4.6			4.1			77.0			155.7	
Approach LOS		A			A			E			F	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		144.0		24.0		144.0		24.0				
Change Period (Y+Rc), s		4.5		4.5		4.5		4.5				
Max Green Setting (Gmax), s		139.5		15.5		139.5		19.5				
Max Q Clear Time (g_c+I1), s		24.6		21.5		24.5		21.5				
Green Ext Time (p_c), s		12.8		0.0		12.8		0.0				

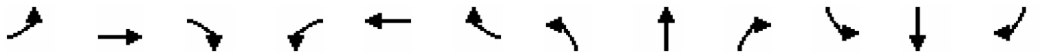
Intersection Summary												
HCM 7th Control Delay, s/veh			14.7									
HCM 7th LOS			B									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	31	1287	5	23	1510	52	19	2	30	20	2	29
Future Volume (veh/h)	31	1287	5	23	1510	52	19	2	30	20	2	29
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	32	1341	5	24	1573	54	20	2	31	21	2	30
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	248	2779	10	327	2648	91	35	2	185	36	2	185
Arrive On Green	0.02	0.78	0.78	0.02	0.77	0.77	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1753	3574	13	1753	3450	118	0	16	1560	0	15	1560
Grp Volume(v), veh/h	32	656	690	24	795	832	22	0	31	23	0	30
Grp Sat Flow(s),veh/h/ln	1753	1749	1838	1753	1749	1819	16	0	1560	15	0	1560
Q Serve(g_s), s	0.8	25.9	25.9	0.6	37.6	38.0	0.0	0.0	3.5	0.0	0.0	3.4
Cycle Q Clear(g_c), s	0.8	25.9	25.9	0.6	37.6	38.0	23.0	0.0	3.5	23.0	0.0	3.4
Prop In Lane	1.00		0.01	1.00		0.06	0.91		1.00	0.91		1.00
Lane Grp Cap(c), veh/h	248	1360	1430	327	1342	1396	37	0	185	37	0	185
V/C Ratio(X)	0.13	0.48	0.48	0.07	0.59	0.60	0.59	0.00	0.17	0.62	0.00	0.16
Avail Cap(c_a), veh/h	320	1360	1430	339	1342	1396	37	0	185	37	0	185
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.71	0.71	0.71	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	8.6	7.7	7.7	6.1	9.6	9.7	95.0	0.0	76.9	95.2	0.0	76.8
Incr Delay (d2), s/veh	0.2	1.2	1.2	0.1	1.4	1.3	22.0	0.0	0.4	26.8	0.0	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	9.1	9.5	0.2	13.3	14.0	1.4	0.0	1.4	1.5	0.0	1.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	8.8	8.9	8.8	6.1	11.0	11.0	117.1	0.0	77.3	122.0	0.0	77.2
LnGrp LOS	A	A	A	A	B	B	F		E	F		E
Approach Vol, veh/h		1378			1651			53			53	
Approach Delay, s/veh		8.9			10.9			93.8			96.7	
Approach LOS		A			B			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.1	156.9		29.0	10.1	154.9		29.0				
Change Period (Y+Rc), s	4.5	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	5.0	149.0		23.0	12.0	131.0		9.0				
Max Q Clear Time (g_c+I1), s	2.6	27.9		25.0	2.8	40.0		25.0				
Green Ext Time (p_c), s	0.0	11.2		0.0	0.0	16.9		0.0				

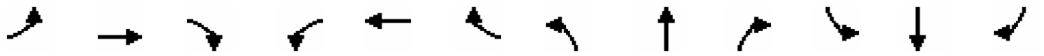
Intersection Summary												
HCM 7th Control Delay, s/veh			12.9									
HCM 7th LOS			B									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	36	908	402	163	1044	17	603	103	131	64	89	29
Future Volume (veh/h)	36	908	402	163	1044	17	603	103	131	64	89	29
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	37	936	414	168	1076	18	622	106	135	66	92	30
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	270	1702	759	185	2197	37	674	235	300	109	133	48
Arrive On Green	0.48	0.48	0.48	0.10	0.62	0.62	0.20	0.32	0.32	0.09	0.09	0.09
Sat Flow, veh/h	511	3526	1572	1767	3548	59	3428	741	944	865	1489	538
Grp Volume(v), veh/h	37	936	414	168	535	559	622	0	241	99	0	89
Grp Sat Flow(s),veh/h/ln	511	1763	1572	1767	1763	1845	1714	0	1686	1300	0	1592
Q Serve(g_s), s	8.1	35.5	35.1	17.9	31.5	31.5	33.8	0.0	21.6	14.3	0.0	10.2
Cycle Q Clear(g_c), s	13.7	35.5	35.1	17.9	31.5	31.5	33.8	0.0	21.6	14.3	0.0	10.2
Prop In Lane	1.00		1.00	1.00		0.03	1.00		0.56	0.66		0.34
Lane Grp Cap(c), veh/h	270	1702	759	185	1091	1142	674	0	535	148	0	142
V/C Ratio(X)	0.14	0.55	0.55	0.91	0.49	0.49	0.92	0.00	0.45	0.67	0.00	0.62
Avail Cap(c_a), veh/h	270	1702	759	195	1091	1142	794	0	535	223	0	235
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.90	0.90	0.90	0.92	0.92	0.92	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	30.6	34.6	34.5	84.1	19.8	19.8	74.9	0.0	51.6	85.3	0.0	83.4
Incr Delay (d2), s/veh	1.0	1.2	2.5	36.4	1.4	1.4	14.7	0.0	0.6	5.2	0.0	4.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	15.3	13.9	9.9	13.0	13.5	16.1	0.0	9.2	5.0	0.0	4.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	31.5	35.8	37.0	120.6	21.2	21.2	89.6	0.0	52.2	90.5	0.0	87.8
LnGrp LOS	C	D	D	F	C	C	F		D	F		F
Approach Vol, veh/h		1387			1262			863			188	
Approach Delay, s/veh		36.0			34.4			79.2			89.2	
Approach LOS		D			C			E			F	

Timer - Assigned Phs	1	2	3	4		6		8				
Phs Duration (G+Y+Rc), s	25.9	97.7	43.4	23.0		123.6		66.4				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0		6.0		6.0				
Max Green Setting (Gmax), s	21.0	73.0	44.0	28.0		84.0		44.0				
Max Q Clear Time (g_c+I1), s	19.9	37.5	35.8	16.3		33.5		23.6				
Green Ext Time (p_c), s	0.0	9.5	1.5	0.7		7.6		1.2				

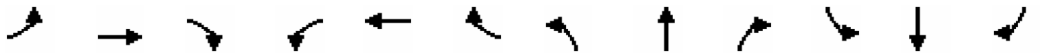
Intersection Summary	
HCM 7th Control Delay, s/veh	48.2
HCM 7th LOS	D



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	88	992	8	55	1027	97	7	8	74	180	10	76
Future Volume (veh/h)	88	992	8	55	1027	97	7	8	74	180	10	76
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	91	1023	8	57	1059	100	7	8	76	186	10	78
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	385	2584	20	425	2535	1130	44	22	208	164	7	227
Arrive On Green	0.03	0.73	0.73	0.03	0.72	0.72	0.15	0.15	0.15	0.15	0.15	0.15
Sat Flow, veh/h	1753	3557	28	1753	3497	1560	1288	151	1432	836	45	1560
Grp Volume(v), veh/h	91	503	528	57	1059	100	7	0	84	196	0	78
Grp Sat Flow(s),veh/h/ln	1753	1749	1836	1753	1749	1560	1288	0	1583	881	0	1560
Q Serve(g_s), s	2.2	18.2	18.2	1.4	19.7	3.1	0.0	0.0	7.9	16.1	0.0	7.4
Cycle Q Clear(g_c), s	2.2	18.2	18.2	1.4	19.7	3.1	24.0	0.0	7.9	24.0	0.0	7.4
Prop In Lane	1.00		0.02	1.00		1.00	1.00		0.90	0.95		1.00
Lane Grp Cap(c), veh/h	385	1270	1334	425	2535	1130	44	0	230	171	0	227
V/C Ratio(X)	0.24	0.40	0.40	0.13	0.42	0.09	0.16	0.00	0.36	1.15	0.00	0.34
Avail Cap(c_a), veh/h	385	1270	1334	428	2535	1130	44	0	230	171	0	227
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.77	0.77	0.77	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.7	8.7	8.7	6.3	9.0	6.7	82.5	0.0	63.6	76.5	0.0	63.4
Incr Delay (d2), s/veh	0.2	0.7	0.7	0.1	0.5	0.2	1.7	0.0	1.0	114.5	0.0	0.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	6.4	6.7	0.5	6.9	1.0	0.3	0.0	3.3	12.8	0.0	3.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	6.9	9.4	9.3	6.4	9.5	6.8	84.2	0.0	64.6	191.0	0.0	64.3
LnGrp LOS	A	A	A	A	A	A	F		E	F		E
Approach Vol, veh/h		1122			1216			91			274	
Approach Delay, s/veh		9.2			9.1			66.1			154.9	
Approach LOS		A			A			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.1	125.9		30.0	9.4	125.6		30.0				
Change Period (Y+Rc), s	4.5	6.0		6.0	4.5	6.0		6.0				
Max Green Setting (Gmax), s	5.0	119.0		24.0	5.0	16.0		11.0				
Max Q Clear Time (g_c+I1), s	3.4	20.2		26.0	4.2	21.7		26.0				
Green Ext Time (p_c), s	0.0	7.0		0.0	0.0	0.0		0.0				

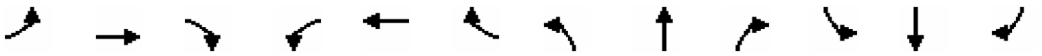
Intersection Summary												
HCM 7th Control Delay, s/veh			25.8									
HCM 7th LOS			C									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	84	1747	19	22	1527	53	11	6	39	42	6	28
Future Volume (veh/h)	84	1747	19	22	1527	53	11	6	39	42	6	28
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	88	1839	20	23	1607	56	12	6	41	44	6	29
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	262	2877	31	213	2779	97	28	9	133	32	2	133
Arrive On Green	0.02	0.81	0.81	0.02	0.81	0.81	0.09	0.09	0.09	0.09	0.09	0.09
Sat Flow, veh/h	1753	3544	38	1753	3448	120	0	102	1560	0	28	1560
Grp Volume(v), veh/h	88	906	953	23	813	850	18	0	41	50	0	29
Grp Sat Flow(s),veh/h/ln	1753	1749	1834	1753	1749	1819	102	0	1560	28	0	1560
Q Serve(g_s), s	1.9	42.7	43.0	0.5	35.6	36.0	0.0	0.0	5.2	0.0	0.0	3.7
Cycle Q Clear(g_c), s	1.9	42.7	43.0	0.5	35.6	36.0	18.0	0.0	5.2	18.0	0.0	3.7
Prop In Lane	1.00		0.02	1.00		0.07	0.67		1.00	0.88		1.00
Lane Grp Cap(c), veh/h	262	1420	1489	213	1409	1466	37	0	133	34	0	133
V/C Ratio(X)	0.34	0.64	0.64	0.11	0.58	0.58	0.48	0.00	0.31	1.45	0.00	0.22
Avail Cap(c_a), veh/h	346	1420	1489	323	1409	1466	37	0	133	34	0	133
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.54	0.54	0.54	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	7.6	7.8	7.8	7.9	7.4	7.5	97.0	0.0	90.7	104.3	0.0	89.9
Incr Delay (d2), s/veh	0.7	2.2	2.1	0.1	0.9	0.9	9.4	0.0	1.3	312.3	0.0	0.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	14.5	15.3	0.2	11.9	12.5	1.1	0.0	2.2	4.9	0.0	1.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	8.4	10.0	9.9	8.0	8.4	8.4	106.5	0.0	91.9	416.5	0.0	90.8
LnGrp LOS	A	A	A	A	A	A	F		F	F		F
Approach Vol, veh/h		1947			1686			59			79	
Approach Delay, s/veh		9.9			8.4			96.4			296.9	
Approach LOS		A			A			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.7	177.3		24.0	11.0	176.0		24.0				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	17.0	137.0		18.0	15.0	160.0		8.0				
Max Q Clear Time (g_c+I1), s	2.5	45.0		20.0	3.9	38.0		20.0				
Green Ext Time (p_c), s	0.0	23.8		0.0	0.1	18.0		0.0				

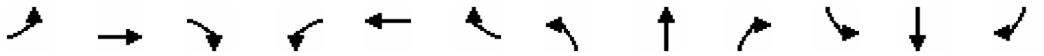
Intersection Summary			
HCM 7th Control Delay, s/veh		16.6	
HCM 7th LOS		B	



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	49	1137	531	180	1025	58	614	127	135	122	140	22
Future Volume (veh/h)	49	1137	531	180	1025	58	614	127	135	122	140	22
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	53	1236	577	196	1114	63	667	138	147	133	152	24
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	250	1779	794	208	2189	124	556	254	271	151	190	31
Arrive On Green	0.50	0.50	0.50	0.12	0.65	0.65	0.16	0.31	0.31	0.12	0.12	0.12
Sat Flow, veh/h	473	3526	1572	1767	3392	192	3428	822	876	1010	1525	248
Grp Volume(v), veh/h	53	1236	577	196	579	598	667	0	285	150	0	159
Grp Sat Flow(s),veh/h/ln	473	1763	1572	1767	1763	1821	1714	0	1698	1139	0	1644
Q Serve(g_s), s	17.7	70.9	76.1	29.2	45.9	46.0	43.0	0.0	36.9	33.0	0.0	24.8
Cycle Q Clear(g_c), s	26.4	70.9	76.1	29.2	45.9	46.0	43.0	0.0	36.9	33.0	0.0	24.8
Prop In Lane	1.00		1.00	1.00		0.11	1.00		0.52	0.89		0.15
Lane Grp Cap(c), veh/h	250	1779	794	208	1137	1175	556	0	525	167	0	205
V/C Ratio(X)	0.21	0.69	0.73	0.94	0.51	0.51	1.20	0.00	0.54	0.90	0.00	0.78
Avail Cap(c_a), veh/h	250	1779	794	220	1137	1175	556	0	525	167	0	205
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.73	0.73	0.73	0.91	0.91	0.91	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	41.6	50.1	51.3	116.0	24.8	24.8	111.0	0.0	75.9	116.9	0.0	112.4
Incr Delay (d2), s/veh	1.4	1.7	4.3	40.8	1.5	1.4	106.0	0.0	1.1	41.2	0.0	17.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	31.5	30.9	15.8	19.7	20.3	27.5	0.0	16.4	12.4	0.0	11.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	43.1	51.7	55.6	156.7	26.3	26.3	217.0	0.0	77.1	158.1	0.0	129.4
LnGrp LOS	D	D	E	F	C	C	F		E	F		F
Approach Vol, veh/h		1866			1373			952			309	
Approach Delay, s/veh		52.7			44.9			175.1			143.3	
Approach LOS		D			D			F			F	

Timer - Assigned Phs	1	2	3	4		6		8				
Phs Duration (G+Y+Rc), s	37.3	139.7	49.0	39.0		177.0		88.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0		6.0		6.0				
Max Green Setting (Gmax), s	33.0	132.0	43.0	33.0		147.0		43.0				
Max Q Clear Time (g_c+I1), s	31.2	78.1	45.0	35.0		48.0		38.9				
Green Ext Time (p_c), s	0.1	16.9	0.0	0.0		8.8		0.6				

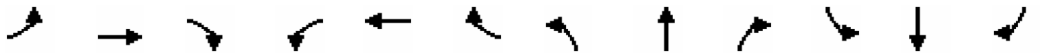
Intersection Summary												
HCM 7th Control Delay, s/veh			82.4									
HCM 7th LOS			F									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	98	1287	19	53	1187	137	11	16	98	124	8	69
Future Volume (veh/h)	98	1287	19	53	1187	137	11	16	98	124	8	69
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	104	1369	20	56	1263	146	12	17	104	132	9	73
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	324	2977	43	325	2951	1316	43	26	162	96	4	184
Arrive On Green	0.83	0.83	0.83	0.83	0.83	0.83	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	382	3585	52	389	3554	1585	1316	228	1392	468	32	1585
Grp Volume(v), veh/h	104	678	711	56	1263	146	12	0	121	141	0	73
Grp Sat Flow(s),veh/h/ln	382	1777	1861	389	1777	1585	1316	0	1620	500	0	1585
Q Serve(g_s), s	16.5	17.6	17.6	7.7	15.7	2.9	0.0	0.0	12.0	7.5	0.0	7.2
Cycle Q Clear(g_c), s	32.3	17.6	17.6	25.4	15.7	2.9	19.5	0.0	12.0	19.5	0.0	7.2
Prop In Lane	1.00		0.03	1.00		1.00	1.00		0.86	0.94		1.00
Lane Grp Cap(c), veh/h	324	1475	1545	325	2951	1316	43	0	188	99	0	184
V/C Ratio(X)	0.32	0.46	0.46	0.17	0.43	0.11	0.28	0.00	0.64	1.42	0.00	0.40
Avail Cap(c_a), veh/h	324	1475	1545	325	2951	1316	43	0	188	99	0	184
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.65	0.65	0.65	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	8.0	3.9	3.9	7.4	3.8	2.7	84.0	0.0	70.9	81.8	0.0	68.8
Incr Delay (d2), s/veh	1.7	0.7	0.6	1.1	0.5	0.2	3.5	0.0	7.3	236.6	0.0	1.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	4.8	5.0	0.7	4.2	0.7	0.6	0.0	5.4	10.9	0.0	3.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	9.7	4.6	4.6	8.5	4.2	2.8	87.5	0.0	78.2	318.4	0.0	70.2
LnGrp LOS	A	A	A	A	A	A	F		E	F		E
Approach Vol, veh/h		1493			1465			133			214	
Approach Delay, s/veh		4.9			4.2			79.1			233.7	
Approach LOS		A			A			E			F	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		144.0		24.0		144.0		24.0				
Change Period (Y+Rc), s		4.5		4.5		4.5		4.5				
Max Green Setting (Gmax), s		139.5		15.5		139.5		19.5				
Max Q Clear Time (g_c+I1), s		34.3		21.5		27.4		21.5				
Green Ext Time (p_c), s		16.1		0.0		14.6		0.0				

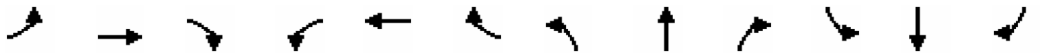
Intersection Summary												
HCM 7th Control Delay, s/veh			22.4									
HCM 7th LOS			C									



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	36	908	402	163	1044	17	603	103	131	64	89	29
Future Volume (veh/h)	36	908	402	163	1044	17	603	103	131	64	89	29
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	37	936	414	168	1076	18	622	106	135	66	92	30
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	259	1465	654	194	2029	905	709	440	373	217	126	106
Arrive On Green	0.42	0.42	0.42	0.11	0.58	0.58	0.21	0.24	0.24	0.05	0.07	0.07
Sat Flow, veh/h	511	3526	1572	1767	3526	1572	3428	1856	1572	1767	1856	1572
Grp Volume(v), veh/h	37	936	414	168	1076	18	622	106	135	66	92	30
Grp Sat Flow(s),veh/h/ln	511	1763	1572	1767	1763	1572	1714	1856	1572	1767	1856	1572
Q Serve(g_s), s	5.7	25.3	25.1	11.2	22.4	0.6	21.1	5.5	8.6	4.1	5.8	2.2
Cycle Q Clear(g_c), s	8.9	25.3	25.1	11.2	22.4	0.6	21.1	5.5	8.6	4.1	5.8	2.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	259	1465	654	194	2029	905	709	440	373	217	126	106
V/C Ratio(X)	0.14	0.64	0.63	0.86	0.53	0.02	0.88	0.24	0.36	0.30	0.73	0.28
Avail Cap(c_a), veh/h	259	1465	654	206	2029	905	943	619	524	313	278	236
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.90	0.90	0.90	0.92	0.92	0.92	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	24.1	27.9	27.8	52.5	15.6	10.9	46.1	37.1	38.2	49.0	54.9	53.2
Incr Delay (d2), s/veh	1.0	1.9	4.2	26.7	0.9	0.0	7.5	0.3	0.6	0.8	7.9	1.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	10.4	9.7	6.2	8.3	0.2	9.4	2.5	3.3	1.8	2.9	0.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	25.2	29.8	32.0	79.3	16.5	11.0	53.6	37.3	38.8	49.8	62.8	54.6
LnGrp LOS	C	C	C	E	B	B	D	D	D	D	E	D
Approach Vol, veh/h		1387			1262			863			188	
Approach Delay, s/veh		30.4			24.7			49.3			56.9	
Approach LOS		C			C			D			E	

Timer - Assigned Phs	1	2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s	19.2	55.9	30.8	14.1		75.1	10.5	34.4				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0		6.0	5.0	6.0				
Max Green Setting (Gmax), s	14.0	31.0	33.0	18.0		51.0	12.0	40.0				
Max Q Clear Time (g_c+I1), s	13.2	27.3	23.1	7.8		24.4	6.1	10.6				
Green Ext Time (p_c), s	0.0	2.4	1.7	0.3		7.7	0.0	0.9				

Intersection Summary	
HCM 7th Control Delay, s/veh	34.2
HCM 7th LOS	C



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	49	1137	531	180	1025	58	614	127	135	122	140	22
Future Volume (veh/h)	49	1137	531	180	1025	58	614	127	135	122	140	22
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	53	1236	577	196	1114	63	667	138	147	133	152	24
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	213	1337	597	191	1896	846	756	183	155	437	186	157
Arrive On Green	0.38	0.38	0.38	0.11	0.54	0.54	0.22	0.10	0.10	0.21	0.10	0.10
Sat Flow, veh/h	473	3526	1572	1767	3526	1572	3428	1856	1572	1767	1856	1572
Grp Volume(v), veh/h	53	1236	577	196	1114	63	667	138	147	133	152	24
Grp Sat Flow(s),veh/h/ln	473	1763	1572	1767	1763	1572	1714	1856	1572	1767	1856	1572
Q Serve(g_s), s	10.2	40.2	43.2	13.0	25.6	2.3	22.6	8.7	8.6	3.3	9.6	1.7
Cycle Q Clear(g_c), s	16.9	40.2	43.2	13.0	25.6	2.3	22.6	8.7	8.6	3.3	9.6	1.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	213	1337	597	191	1896	846	756	183	155	437	186	157
V/C Ratio(X)	0.25	0.92	0.97	1.02	0.59	0.07	0.88	0.75	0.95	0.30	0.82	0.15
Avail Cap(c_a), veh/h	213	1337	597	191	1896	846	1000	631	535	437	278	236
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.73	0.73	0.73	0.91	0.91	0.91	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	30.9	35.6	36.5	53.5	18.7	13.4	45.2	52.7	31.8	37.7	52.9	49.4
Incr Delay (d2), s/veh	2.0	9.4	24.5	68.4	1.2	0.2	7.4	6.1	22.9	0.4	11.2	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	17.8	19.7	9.2	9.8	0.8	10.1	4.3	4.2	3.1	5.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	32.9	45.0	61.0	121.9	20.0	13.5	52.7	58.8	54.6	38.0	64.1	49.8
LnGrp LOS	C	D	E	F	B	B	D	E	D	D	E	D
Approach Vol, veh/h		1866			1373			952			309	
Approach Delay, s/veh		49.6			34.2			53.9			51.8	
Approach LOS		D			C			D			D	

Timer - Assigned Phs	1	2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s	19.0	51.5	31.5	18.0		70.5	31.6	17.8				
Change Period (Y+Rc), s	6.0	6.0	5.0	6.0		6.0	6.0	6.0				
Max Green Setting (Gmax), s	13.0	31.0	35.0	18.0		50.0	11.2	40.8				
Max Q Clear Time (g_c+I1), s	15.0	45.2	24.6	11.6		27.6	5.3	10.7				
Green Ext Time (p_c), s	0.0	0.0	1.9	0.4		7.8	0.1	1.2				

Intersection Summary	
HCM 7th Control Delay, s/veh	45.9
HCM 7th LOS	D

July 31, 2025

John Rabon
Senior Planner
City of Winter Springs
1126 East State Road 434

RE: Winter Springs Town Center – The Learning Experience – Parking Justification

Mr. Rabon,

NV5 presents the following analysis and justification for the anticipated parking needs for the proposed Learning Experience project located on SR 434 & Michael Blake Boulevard in Winter Springs, FL. The site is zoned Town Center T-5.

Developments within the Town Center do not have a specific parking ratio requirement and require a statement of justification for the amount of parking spaces proposed. This justification provides a comparison between the City's code-required parking for this land use as well as the Institute of Transportation Engineers (ITE) *Parking Generation Manual 6th Edition*.

The proposed Learning Experience is a 10,000 SF daycare facility. They anticipate to have a total of 30 teachers and staff present on-site at peak daily operations. There will be approximately 174 students.

City Code-Required Parking

Sec. 9-277 of City Code does not have a use directly corelated with a daycare facility. Similar uses listed in City Code that could be applicable include "Welfare Institution/Orphanage" (Sec. 9-277.13), "Community Centers" (Sec. 9-277.14) or "Schools/Elementary" (Sec. 9-277.22). Those uses and their calculated required parking are listed in Table 1 below:

Table 1

Use per Code Sec. 9-277	Code Requirement	Total Parking Required
Welfare Institution/Orphanage	One (1) parking space for each doctor (staff or visiting) associated with the institution, plus additional parking spaces equal to seventy-five (75) percent of the number of employees, plus such additional space for business and social visitors as shall be determined by the planning and zoning board to be necessary in light of the needs of the particular institution.	0 doctors associated with the institution + 75% x 30 employees + 12 visitors at peak daily operation = **35 parking spaces**

Community Centers	Spaces equal in number to seventy-five (75) percent of the number of employees, plus additional parking spaces for visitors as shall be found by the planning and zoning board to be necessary in the light of the particular needs and circumstances of the institution.	75% x 30 employees + 12 visitors at peak daily operation = **35 parking spaces**
Schools/Elementary	One (1) parking space for every one thousand (1,000) square feet of floor space plus sufficient off-street parking space for safe and convenient loading and unloading of students.	10,000 SF / 1,000S SF + 12 visitors at peak daily operation = **22 parking spaces**

Institute of Transportation Engineers (ITE) *Parking Generation Manual 6th Edition*

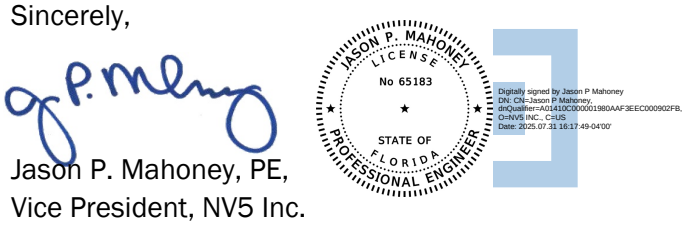
ITE Parking Generation Manual 6th Edition includes "Day Care Center" as a defined use (Land Use Code 565). The calculated required parking for that use is listed in Table 2 below:

Table 2		
ITE Land Use Code 565	**Code Requirement**	**Total Parking Required**
Day Care Center	85th percentile parking demand per 1,000 SF of gross floor area (GFA) = 3.42	3.42 x 10,000/1,000 = **35 parking spaces**

Conclusion

Upon review of City Code and ITE Parking Generation Manual 6th Edition, the proposed parking supply of **42 parking spaces** will be sufficient for parking demand at the proposed Learning Experience.

Sincerely,



Jason P. Mahoney, PE,
Vice President, NV5 Inc.

THE LEARNING EXPERIENCE

WINTER SPRINGS

Economic Fiscal Impact

The economic fiscal impact is prepared for the proposed development of The Learning Experience. The development is located east of the intersection of State Road 434 and Michael Blake Boulevard adjacent to the Cross Seminole Trail. The Learning Experience will be 10,000 sq foot childcare center. Based on the proposed development, revenue to the City of Winter Springs will be generated through Ad Valorem Tax.

AD VALOREM TAX

Based on the research of comparable properties located in the City of Winter Springs, it is anticipated that the assessed value of the development will be approximately $1,750,000.

The following table provides the 2024 Millage Rate breakdown for properties located within the City of Winter Springs:

Property Location	County	City	Fire	Schools	St Johns Water Mgt	Total
Winter Springs	4.8751	2.6200	2.7649	5.279	0.1793	15.7183

Based on the 2024 Millage rate, the following are estimated tax revenues to the City of Winter Springs from the development:

Estimated Assessed Value	Millage Rate	Estimated City Revenue
$1,750,000	15.7183	$27,507

TOTAL REVENUE

Based on the Ad Valorem Tax estimate above, the total annual revenue to the City of Winter Springs will be approximately $27,507 for The Learning Experience development.

1. GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING HIS BEST SKILL AND ATTENTION. GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE AND HAVE CONTROL OVER CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND SAFETY.

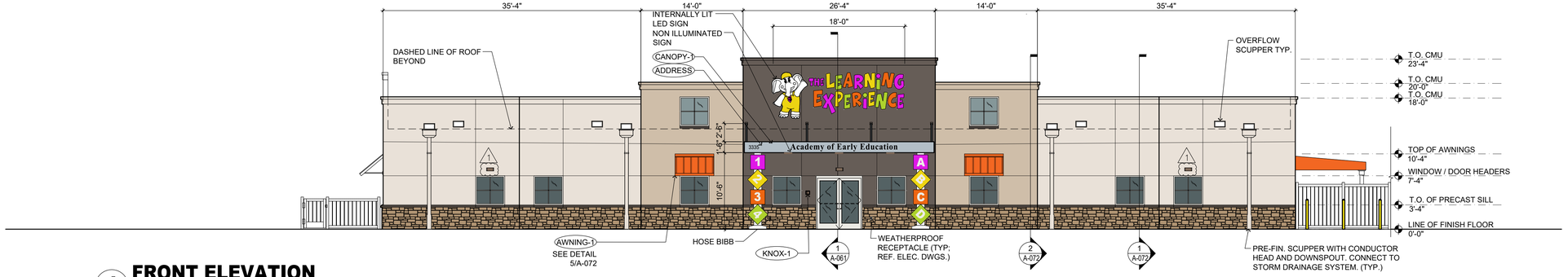
2. GENERAL CONTRACTOR MUST PROVIDE AND INSTALL ALL PRODUCTS PER PLANS. SUBSTITUTED PRODUCTS NEED TO BE SUBMITTED TO THE ARCHITECT AND THE LEARNING EXPERIENCE FOR APPROVAL. UNAPPROVED SUBSTITUTIONS WILL BE REPLACED AT THE EXPENSE OF THE GENERAL CONTRACTOR.

3. VERBAL REPRESENTATION HAS NO VALUE AND ALL REQUESTS TO DEVIATE FROM CONTRACT SPECIFICATIONS AND PLANS, MUST BE SUBMITTED IN WRITING TO THE ARCHITECT AND THE LEARNING EXPERIENCE FOR APPROVAL.

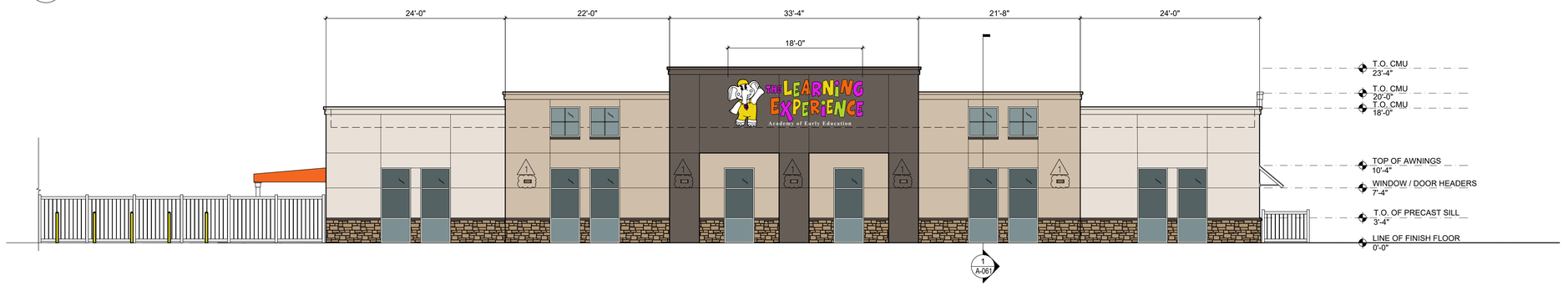
ARC3 architecture
6699 13th Avenue North, Suite 4A
St. Petersburg, FL 33710
(727) 381-5220

SR434 & MICHAEL BLAKE BLVD.
WINTER SPRINGS, FLORIDA
TLE SITE ID: 1FL0134

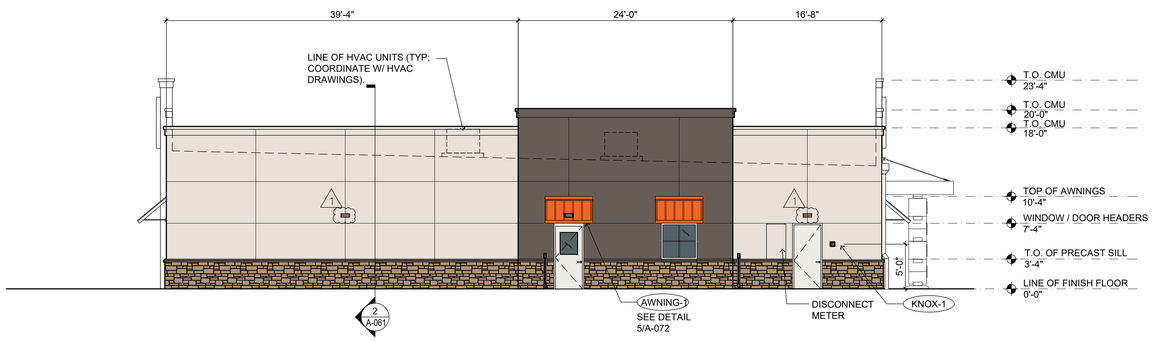
THE LEARNING EXPERIENCE
ACADEMY OF EARLY EDUCATION



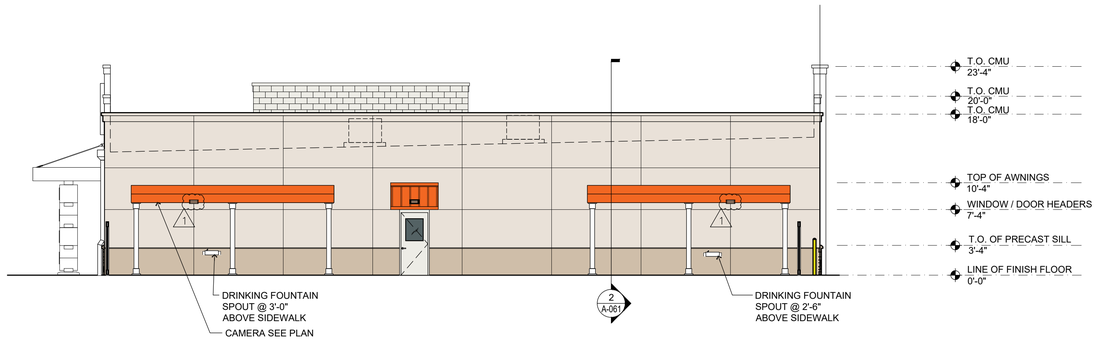
1 FRONT ELEVATION
SCALE: 1/8"=1'-0"



2 REAR ELEVATION
SCALE: 1/8"=1'-0"



3 SIDE ELEVATION
SCALE: 1/8"=1'-0"



4 SIDE ELEVATION
SCALE: 1/8"=1'-0"

EXTERIOR MATERIAL SCHEDULE

LABEL	MANUFACTURER	SIZE / TYPE	FINISH / COLOR	
STOREFRONT	KAWNEER	IMPACT RESISTANT	BONE WHITE	
DOOR	-	PER DOOR SCHEDULE	FACTORY PRIMED- FINISH PAINT COLOR: WHITE	
FIXED WINDOW	KAWNEER	IMPACT RESISTANT	BONE WHITE	
MCJ			MASONRY CONTROL JOINT	
STONE	QUARRY MILL	STONE VENEER	CASCADE EARTHY BROWNS TUMBLED ASHLAR STYLE	
SILL-1		3 3/4"Hx6"W W/ 2" FLAT W/ 1/4" DRIP EDGE	COLOR: MANOR HOUSE SW7505	
STUCCO-1	STUCCO	SHERWIN WILLIAMS	SAND FINISH- ACCENT COLOR: MANOR HOUSE SW7505	
STUCCO-2	STUCCO	SHERWIN WILLIAMS	SAND FINISH- ACCENT COLOR: MALABAR SW9110	
STUCCO-3	STUCCO	SHERWIN WILLIAMS	SAND FINISH- FIELD COLOR: SNOWBOUND SW7004	
GUTTER-1	-	5" X5" ALUMINUM CONDUCTOR AND DOWNSPOUT	MATCH COLOR: SNOWBOUND SW700	
CANOPY-1	-	CUSTOM ALUMINUM	COLOR: ANODIZED ALUMINUM	
AWNING-1	-	CUSTOM ALUMINUM	SW POWDURA COLOR: GOLDEN CORN PYS9-C0000	
AWNING-2	SERGE FERRARI SOLTIS	CUSTOM ALUMINUM	COLOR: 502V2-8204C, ORANGE	
COPING-1	FABRAL (OR EQUAL)	BREAK METAL	COLOR: MATCH ADJACENT COLOR	
KNOX-1	KNOX BOX	3200 SERIES W/ RECESSED MOUNT FLANGE, HINGE DOOR, & TAMPER SWITCH	DARK BRONZE (REF. NOTE 2 BELOW)	

FINISH SCHEDULE NOTES:
1. G.C. SHALL VERIFY KNOX BOX MODEL(S) AND LOCATION(S) WITH AUTHORITY HAVING JURISDICTION PRIOR TO ORDERING AND INSTALLATION.
2. G.C. SHALL ENSURE ALL EXTERIOR FINISHES ARE INSTALLED AND FINISHED IN COMPLIANCE WITH MANUFACTURERS' WARRANTY REQUIREMENTS.

GENERAL NOTES:
1. HOSE BIBB IN PLAYGROUND TO BE LOCATED AT PERPENDICULAR INTERIOR WALL.
2. DRINKING FOUNTAINS IN PLAYGROUND TO BE LOCATED AT PERPENDICULAR WALL.
3. SEE P-200 FOR HOSE BIBB SPEC A1321.
4. ADDRESS IDENTIFICATION SHALL BE PROVIDED AND COMPLY WITH LOCAL AHJ

REVISION

NO.	DATE	DESCRIPTION
1	3/19/25	AERV COMMENTS

ISSUE

NO.	DATE	DESCRIPTION
1	8-9-24	CONCEPT SITE PLAN
2	10-31-24	REVISED PER WS ARCH GUIDLINES
3	12-2-24	REV SD PER TLE 3rd COMMENTS
4	1-17-25	CITY OF WS AESTHETIC REVIEW
5		

24022
PROJECT NUMBER

SV
DRAWN BY

APPROVED BY

STATE OF FLORIDA · STEVEN J. VINCI · AR0017036 · REGISTERED ARCHITECT

Steven Vinci
Digitally signed by Steven Vinci
DN: c=US, st=Vinci, l=St. Petersburg, o=arc3 architecture, ou=Steven Vinci
Date: 2025.03.19 09:59:37 -04'00'

EXTERIOR ELEVATIONS

A-051

This document contains confidential and proprietary information belonging to The Learning Experience Corporation ("TLE") and its affiliates. By accepting this document, you agree that you will not disclose the information contained herein to any third party without the prior written consent of TLE. The information contained herein is provided solely for the purpose of reviewing the proposed project and may not be used for any other purpose. This document shall not be used for construction purposes nor constitutes a contract. If you are not authorized to receive this information, please return it to TLE immediately. © 2024 The Learning Experience Corporation. All rights reserved.

2024.V24.06 PROTOTYPE

P:\24022_TLE WINTER SPRINGS ORLANDO- KERPER\DRAWINGS\99_TLE_WINTER SPRINGS_ARCHA-051.DWG STEVE PLOTTED: 03/19/2025



Conceptual Renders

TLE Winter Springs Orlando

CONCEPT DESIGN
PROPOSAL SHEET
A

NOT TO SCALE
JANUARY 15, 2025

ARC3 architecture



Conceptual Renders

TLE Winter Springs Orlando

CONCEPT DESIGN PROPOSAL SHEET **B**

NOT TO SCALE
JANUARY 15, 2025

ARC3 architecture



Conceptual Renders

TLE Winter Springs Orlando

CONCEPT DESIGN PROPOSAL SHEET C

NOT TO SCALE
JANUARY 15, 2025

ARC3 architecture



Conceptual Renders

TLE Winter Springs Orlando

CONCEPT DESIGN PROPOSAL SHEET **D**

NOT TO SCALE
JANUARY 15, 2025

ARC3 architecture



Conceptual Renders

TLE Winter Springs Orlando

CONCEPT DESIGN PROPOSAL SHEET E

NOT TO SCALE
JANUARY 15, 2025

ARC3 architecture



Conceptual Renders

TLE Winter Springs Orlando

CONCEPT DESIGN PROPOSAL SHEET F

NOT TO SCALE
JANUARY 15, 2025

ARC3 architecture

December 11, 2024

Winter Springs City Hall
Planning Division
1126 E State Rd 434
Winter Springs, FL 32708

Re: Ch 20 Art. V Sec. 20-465, SR 434 Building Setback Waiver General Description
Project Name: The Learning Experience

City of Winter Springs,

A waiver is requested from Winter Springs City Code Section 20-465 to allow The Learning Experience, a proposed daycare center, a minimum building setback of 15' from SR 434 ROW in lieu of the current 25' minimum building setback that is outlined in the previously mentioned code section. The current building setback requirement of 25' from the SR 434 ROW poses a challenge for meeting minimum parking requirements as well as meeting fire access requirements while still providing the space required for a proposed daycare building footprint.

If you have any questions, feel free to contact me at james.herbert@nv5.com.

Sincerely,



James Herbert, E.I. - Project Engineer

April 28, 2025

Winter Springs City Hall
Planning Division
1126 E State Rd 434
Winter Springs, FL 32708

Re: Ch 20, Sec. 20-324, SR 434 Rear Face Waiver General Description
Project Name: The Learning Experience

City of Winter Springs,

A waiver is requested from Winter Springs City Code Chapter 20, Section 324(11)(c) to allow the proposed building to face the proposed vehicular access point rather than SR 434, as required. Vehicular access from SR 434 is not permitted, and strict enforcement of City Code would result in a dysfunctional site layout, including ADA accessibility issues and compromised vehicle circulation. Orienting the building toward the access point ensures compliance with the broader goals of the City's Code and Comprehensive Plan while addressing the site's unique constraints.

If you have any questions, feel free to contact me at james.herbert@nv5.com.

Sincerely,

James Herbert, E.I. - Project Engineer

July 01, 2025

Winter Springs City Hall
Planning Division
1126 E State Rd 434
Winter Springs, FL 32708

Re: Ch 20, Sec. 20-601, SR 434 Streetscape Waiver
Project Name: The Learning Experience

City of Winter Springs,

A waiver is requested from Winter Springs City Code Chapter 20, Section 601 to allow the The Learning Experience streetscape within the SR 434 ROW to consist of (1) 7.5 foot landscape and treescape area for planting canopy trees, (2) 6 foot sidewalk, and (3)13.5 foot landscape area in lieu of (1) 16 foot landscape and treescape area for planting canopy trees, (2) 6 foot sidewalk, and (3) 5 foot landscape area. The FDOT controlled right-of-way adjacent to SR 434 measures only 13.5' in width and the FDOT sidewalk must remain within the right-of-way, thereby limiting design flexibility. The modified streetscape proposed meets the overall intent of Code Section 20-601 while keeping the sidewalk within FDOT right-of-way.

If you have any questions, feel free to contact me at james.herbert@nv5.com.

Sincerely,

James Herbert, E.I. - Project Engineer

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

TUSKAWILLA RETAIL PARTNERS II, LLC

(Lot 3 Commercial Development - The Learning Experience)

THIS FIRST MODIFICATION TO DEVELOPMENT AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2025, 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 **TUSKAWILLA RETAIL PARTNERS II, LLC**, a Florida Limited Liability Company with its principal address at 880 Glenwood Ave, Suite H, Atlanta, GA 30316 ("Developer").

WITNESSETH

WHEREAS, Developer is the fee simple owner of certain real property located in the City of Winter Springs consisting of 8.11 acres, more or less, located Southeast of the corner of Michael Blake Boulevard and East State Road 434, as more particularly described herein (the "Property"); and

WHEREAS, the Property is subject to that certain Development Agreement dated March 10, 2015, and recorded in the Official Records of Seminole County at Official Record Book 8446 Page 1131, as modified by the First Modification of Development Agreement dated January 9, 2017, and recorded in the Official Records of Seminole County at Official Record Book 8852 Page 1719 (the "Original Development Agreements"), and the Property remains subject to the Original Development Agreements; and

WHEREAS, the Property is also subject to that certain Development Agreement dated _____, and recorded in the Official Records of Seminole County at Official Record Book ____ Page _____ (the "Development Agreement"), executed in association with the City

Commission's approval of the Sea Hawk Cove Extension Final Engineering Plans/The Blake Commons final plat on June 23, 2025; and

WHEREAS, the Developer previously received City Commission approval on June 23, 2025 of the Sea Hawk Cove Extension Final Engineering Plans/The Blake Commons final plat to commence and construct site clearing and grading activities and the common infrastructure for the commercial development to be located on the frontage of the Property, including utilities extensions, stormwater collection facilities, and the extension of Sea Hawk Cove for access and to further to subdivide the Property into three commercial frontage lots (Lots 1-3) and a fourth lot intended for future residential development; and

WHEREAS, Developer has separately applied for or authorized application for the Conditional Use Approval, a Final Engineering/Site Plan Approval, Aesthetic Plan Approval, and Waivers from the City Code to construct The Learning Experience daycare on Lot 3 of the Blake Commons plat, an approximately 1.02-acre portion of the Property located at the southwestern corner of the Property (the "Project Area"); and

WHEREAS, the Developer desires to construct The Learning Experience daycare on Lot 3 as one of the individual sites in the commercial development; and

WHEREAS, pursuant to Chapter 20 Zoning, Article II, Division 1, Section 20-29.1 of the Winter Springs City Code ("City Code"), public hearing notices were mailed to all owners of real property adjacent to and within approximately five-hundred (500) feet of the subject property and all Homeowner's Associations on file within the City of Winter Springs on June 10, 2025, and a Community Workshop for the Project was held on June 18, 2025; and

WHEREAS, Section 20-29(c) of the City Code requires that all conditional uses, site plans and waivers shall be binding on the use of the subject property and, further, that as a condition of approval by the City Commission, all development projects requiring a community workshop pursuant to Section 20-29.1 of the City Code shall be required to be memorialized in a binding Development Agreement; and

WHEREAS, this Development Agreement shall be recorded against the Project Area (Lot 3) so that the terms and conditions of approval related to the Project shall run with the land; and

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

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

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

3.0 The Project Area. The real property subject to this Agreement consists of Lot 3 of the Blake Commons plat and is legally described in **EXHIBIT "A",** attached hereto and fully incorporated herein by this reference (the "Project Area").

4.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct an approximately 10,000 square foot daycare facility with outdoor play area and associated parking at the Project Area.

(Hereinafter the daycare project description and requirements are referred to as the **"Project"** or the **"Daycare"**).

The supporting infrastructure for the Project shall be constructed in accordance with the Sea Hawk Cove Extension/Blake Commons final engineering plans approved by the City Commission on June 23, 2025, and as approved in the Development Agreement for the Blake Commons in a single phase and simultaneously with the Daycare.

The Developer shall construct the Project in a manner consistent with the approved Final Engineering/Site Plans, Aesthetic Plans, Conditional Use and Waivers that are on file with the City with the following file numbers and consistent with the requirements contained in this Agreement:

File No.: AERV-2025-0004

File No.: CONU-2024-0002

File No.: DVAG-2025-0008

File No.: FEDP-2024-0010

File No.: WAIV-2024-0003

File No.: WAIV-2025-0010

File No.: WAIV-2025-0012

For convenience, a copy of the Overall Site Plan is attached hereto and fully incorporated herein by this reference as **EXHIBIT "B."**

The City and Developer agree that the Winter Springs Comprehensive Plan, Multimodal Transportation Element, Policy 1.11.3, requires the Developer of the Project to provide one (1) mobility credit based on the net, new average daily trip generation projected for the Learning Experience Project. In addition, the City and Developer agree that the Winter Springs Comprehensive Plan, Multimodal Transportation Element, Policy 1.11.6, requires new development, regardless of size, to provide operational improvements to the City's transportation system to mitigate their impacts on the system, to ensure smooth traffic flow, and to aid in the elimination of hazards, which may include contributions to the City's multimodal system. The

Developer has elected to provide a bicycle parking rack as a multimodal improvement to satisfy the required mobility credit in accordance with the above-referenced Policies.

Specific conditions of approval for the above-referenced Site/Final Engineering Plans, Aesthetic Review, Conditional Use, and Waivers include the following, which are also addressed in the staff report for the Final Engineering/Site Plans, Aesthetic Plans, Conditional Use, and Waivers:

1. Approval of the Project is conditioned upon and contingent upon approval of the Sea Hawk Cove Extension/Blake Commons final engineering plans, which provide for access, utilities, and stormwater drainage to the subject site.

2. An Economic Impact Analysis Report as required by the Town Center Design standards shall be reviewed and approved prior to the project being heard before the City Commission.

3. Illuminated wall signage located above the entrance to the building and facing Lot 4 of the Blake Commons plat must be turned off when the Daycare facility is not open.

4. All grass areas on the Property shall use Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.

5.0 Future Permitting. Developer shall be required to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for the Project on Lot 3 within two (2) years of the Effective Date of this Agreement.

6.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon recording of this Agreement in the Public Records of Seminole County, Florida, the Agreement shall be a binding obligation upon the Project Area in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Project Area to the terms and conditions set forth in this Agreement.

7.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Project Area, and shall run with title to the same upon being duly recorded against the Project Area by the City.

8.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this

Agreement shall be in Seminole County, Florida or, for federal court actions, in the Middle District of Florida, Orlando Division.

9.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

10.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Project Area, except as otherwise provided herein, and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

11.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

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

13.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Seminole County, Florida by the City. The Developer shall be responsible for all recording fees associated with this Agreement.

14.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

15.0 Sovereign Immunity. The City intends to avail itself of sovereign immunity and other applicable limitations on City liability whenever deemed applicable by the City. Therefore, notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

16.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

17.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

18.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

19.0 Specific Performance and Enforcement. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity. The failure to timely comply with any mandatory condition of this Agreement shall further constitute a violation of the City's Code of Ordinances and shall be subject to enforcement action as described therein including, but not limited to, enforcement before the City's Code Enforcement Board under Chapter 2, Article III, Division 2. – Code Enforcement.

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

21.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement in accordance with the criteria of the City Code and the requirements of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

22.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

23.0 Termination. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for the Project within two (2) years of the effective date of this Agreement. The Developer may apply to the City Commission for an extension of this Agreement, which may be granted upon good cause shown. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the

defaulting party as set forth in Section 22 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Seminole County, Florida.

24.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its commissioners, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction, and maintenance activities in furtherance of constructing the Project and maintaining the improvements of this Project. This indemnification shall survive the termination of this Agreement.

25.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended Time Period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

26. Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

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

With additional notice to:

Anthony A. Garganese, City Attorney

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

For Developer:

Tuskawilla Retail Partners II, LLC
Attn: Mark Mechlowitz, Manager
880 Glenwood Avenue, Suite H
Atlanta, Georgia 30316
MarkM@catalystdp.com
(678) 666-1282

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

27.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Such assignment shall require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders without City consent, provided that the City is given notice of such assignment in accordance with Section 26.0 herein. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Project Area, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

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

CITY OF WINTER SPRINGS

By: _____
Kevin McCann, Mayor

ATTEST:

By: _____

DRAFT

Christian Gowan, City Clerk

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

CITY SEAL

Date: _____
By: _____
Anthony A. Garganese, City Attorney for the City of Winter Springs, Florida

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

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

_____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

_____

TUSKAWILLA RETAIL PARTNERS, II, LLC, a Florida limited liability company

_____
Print name: _____

Title:_____

Date: _____, 2025

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2025, by_____, the _____of TUSKAWILLA RETAIL PARTNERS II, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COMMISSION APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

DRAFT

EXHIBIT A

PROJECT AREA LEGAL DESCRIPTION

Lot 3 of the Blake Commons plat, recorded in the Plat Book of Seminole County, Book ____, Page _____.

DRAFT

EXHIBIT B

SITE PLAN

DRAFT

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Site Plan Review

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Florida Statue 419.001. Applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033. By submitting this application, you hereby grant temporary right of entry for City officials to enter upon the subject property for purposes of evaluating this application.

Site Plan Type

Type of Development: ____ Residential __X__ Non-Residential

___Preliminary Review ___Final Review __X__Combined Preliminary/Final ___Resubmittal ___ Recorded Plat

Project Name: The Learning Experience Date: 10/24/24

Applicant/Agent Information

Applicant(s): James Herbert, E.I.

Mailing Address: 6200 Lee Vista Blvd, Suite 400 Orlando, FL 32822

Email: james.herbert@nv5.com

Phone Number: (407) 539-4776

Person Who Will Upload Plans: James Herbert, E.I.

Email: james.herbert@nv5.com Phone#: (407) 539-4776

Property Owner(s) Name (If Applicant is not the Property Owner)

Name: KW Partners, LLC

Email: Richard Kerper: rk@kwequity.com Phone #: 727-723-0254

Mailing Address: 2420 Enterprise Road, Suite 201 Clearwater, FL 33763

Phone Number: 727-723-0254

Site Information

Project Address: SR 434 & Michael Blake Blvd. Winter Springs, FL 32708

Parcel ID(s): 26-20-30-5AR-0A00-007L

Parcel Size: 1.02 AC

Existing Use: Vacant Land

Proposed Use: Commercial

Zoning District: Town Center District

Future Land Use: Town Center District

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings.org

Application – Site Plan Review

Is the property located in the Town Center District? __X__ Yes _____ No

Is the property within the S.R. 434 Corridor Overlay District? __X__ Yes _____ No

Is the property located in the Greeneway Interchange Zoning District? _____ Yes __X__ No

The Planning and Zoning Board/Local Planning Agency shall review Site Plan Applications and make a written recommendation to the City Commission. The City Commission shall render all final decisions regarding Preliminary and Final Engineering Plans and may impose reasonable conditions on any approved plans to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the City Code and Comprehensive Plan. All formal decisions shall be based upon the applicable criteria as set forth in the City's Code of Ordinances Chapter 9, Land Development and Chapter 20, Zoning.

Applicants are advised, that if they decide to appeal any decisions made at the meetings or hearings, with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to ensure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per 286.0105, Florida Statutes.

Application Fees

Fees are as reflected on the Fee Schedule plus actual costs incurred for advertising or notification, and reimbursement for technical, and/or professional services which may be required in connection with the review, inspection, or approval of any development (based on accounting submitted by the City Consultant), payable prior to approval of the pertinent stage of development.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Site Plan Review

THIS APPLICATION MUST BE SIGNED IN THE PRESENCE OF A NOTARY

This is to certify that I am the owner in simple fee of the subject property as described in this application for Site Plan Review.

Property Owner(s) Name (Print): Richard Kerper

Property Owner Signature: _____ Date: _____

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: _____

Note: If the applicant is not the property owner the Property Owner shall sign and have their signature notarized below, authorizing the applicant and/or agent permission to submit the Site Plan Review application.

Property Owner's Name (Print): Richard Kerper

Property Owner Signature: _____ Date 10/28/24

STATE OF Florida COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 28 day of October, 2024, by Richard Kerper who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: 10/28/24 (seal):

Notary Public Signature: Kathleen Wolf

My Commission Expires: 8-25-28

KATHLEEN WOLF
Notary Public-State of Florida
Commission # HH 536800
My Commission Expires
August 25, 2028

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Aesthetic Review

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 9–Aesthetic Review Sec.9-605. All applications shall be reviewed for sufficiency (completeness) 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.

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

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

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

The City Commission (CC) shall render all final decisions regarding Aesthetic Review and may impose reasonable conditions on any approved Aesthetic Review to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 9, Aesthetic Review Standards. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

An Aesthetic Review Approval by the City Commission under this article shall be valid for a maximum of eighteen (18) months from the date the city commission renders its approval at a public meeting. If the applicant fails to obtain a building permit within the eighteen (18) month period, the city commission's approval shall expire at the end of the period. However, once a building permit is issued, the approval shall be valid for a time period equal to the permit and shall expire only if the building permit expires. Reasonable extensions may be granted by the city commission upon good cause shown by the applicant, provided substantial changes have not occurred in the surrounding area that would make the prior approval inconsistent with the criteria set forth in Chapter 9-Aesthetic Review Sec.9-9603

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Aesthetic Review

REQUIRED INFORMATION

Applicant(s): Steven J. Vinci, AIA- ARC3 Architecture, Inc. Date: 1-17-25
Mailing address: 6699 13th Avenue North, Suite 4A, St. Petersburg, FL 33710
Email: steve@arc-3.com
Phone Number: 727-381-5220

Property Owner(s): KW Partners, LLC
Mailing Address: 2420 Enterprise Road, Suite 201 Clearwater, FL 33763
Email: Richard Kerper: rk@kwequity.com
Phone Number: 727-723-0254

Project Name: TLE Winter Springs- The Learning Experience Daycare
Property Address: SR 434 & Michael Blake Blvd. Winter Springs, FL 32708
Parcel ID(s): 26-20-30-5AR-0A00-007L
Parcel Size: 1.02 AC
Existing Use: Vacant Land

List all witnesses that the applicant intends to present to the City Commission to provide testimony:
Richard Kerper: Owner/ Developer
Steven Vinci, AIA: Architect of Record

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:

The submittal will include the following sheets to meet the requirements of the application, including; SP-101 Site Plan, SP-102 Site Details, A-051 Exterior Elevations, A-141 Main Entry Details, A-151 Playground Area Details, A-161 Signage Details, and a Conceptual Rendering Package.

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

Criteria for Review

1. The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.
2. The plans for the proposed project are in harmony with any future development which has been formally approved by the City within the surrounding area.
3. The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:
    a. Front or side elevations;
    b. Size and arrangement of elevation facing the street, including reverse arrangement; or
    c. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.
4. The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.
5. The proposed project is consistent and compatible with the intent and purpose of this article, the Comprehensive Plan for Winter Springs, design criteria adopted by the City (e.g. Town Center guidelines, SR 434 design specifications) and other applicable federal, state or local laws.
6. The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, marble, termite-resistant wood, wrought iron, brick, columns and piers, porches, arches, fountains, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.

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Application – Aesthetic Review

REQUIRED DOCUMENTATION

___ A complete Application and applicable fee

- ✓ Minor (Site less than 2 acres)
- ___ Major (Site greater than 2 acres)
- ___ Modification of previously approved Aesthetic Review

___ 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).

✓ Site Plan

✓ Building Elevations (color) illustrating all sides of structures

✓ Color rendering illustrating street view with landscaping at time of planting;

✓ Illustrations of all walls, fences, and other accessory structures and indication of their height and the materials proposed for their construction;

✓ Signage elevations of proposed exterior permanent signs, outdoor advertising or other constructed elements other than habitable space, if any;

✓ Identification of materials, textures, and colors to be used on all buildings, accessory structures, exterior signs, and other constructed elements;

___ Other architectural and engineering data as may be requested to clarify the application.

___ For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings-fl.org

Application – Aesthetic Review

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 the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for an Aesthetic Review 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): Richard Kerpen
Applicant Signature: [signature] Date: 1/15/25
Business Name: KW Partners, LLC
Address: 2420 Enterprise Rd #201 Clearwater FL 33763 Parcel ID: 26-20-30-5AR-0A00-007L
STATE OF Florida COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 15 day of January, 2025, by Richard Kerpen who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Date: 15 January 2025 (seal):
Notary Public Signature: Kathleen Wolf
My Commission Expires: 25 August 2028

KATHLEEN WOLF
Notary Public-State of Florida
Commission # HH 536800
My Commission Expires
August 25, 2028

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

Property Owner's Name (Print): Robert Meyer
Property Owner Signature: [signature] Date 1/16/25
STATE OF GA COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 16th day of January, 2025, by Robert Meyer who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Date: 1/16/25 (seal):
Notary Public Signature: Lauren Groover
My Commission Expires: 4/28/26

LAUREN GROOVER
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 28, 2026

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Development Agreement

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 all applicable City Codes and the City Comprehensive Plan. Applications shall be reviewed for sufficiency (completeness) 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.

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 Development Agreement 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 Development Agreement 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 Development Agreements and may impose reasonable conditions on any approved Development Agreement 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.

REQUIRED INFORMATION

Applicant(s): Richard Kerper

Applicant Signature: _____ Date: 05/09/25

Mailing address: 2420 Enterprise Road, Suite 201 Clearwater, FL 33763

Email: rk@kwequity.com

Phone Number: (727) 723-0254

Property Owner(s): Mark Mechlowitz, Manager of Tuskawilla Retail Partners II, LLC

Mailing Address: 880 Glenwood Avenue, Suite H Atlanta, GA 30316

Email: MarkM@catalystdp.com

Phone Number: (678) 666-1282

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Development Agreement

Property Address: SR 434 & Michael Blake Blvd. Winter Springs, FL 32708

Parcel ID(s): 26-20-30-5AR-0A00-007L

Parcel Size: 1.02 AC

Project Name: The Learning Experience

A general description of the relief sought under this division.

Developer desires to amend the Original Development Agreement (Seminole County, Florida at Official Record Book 8446, Pages 1131-1144) and add a proposed early childhood learning center to a 1.02 AC lot.

A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in the City Zoning Code and City Comprehensive Plan.

The proposed Learning Experience early childhood center complies with the City of Winter Springs Zoning Code and Comprehensive Plan by aligning with the Town Center District's goals for community-serving uses, promoting walkability, and supporting family-oriented development. Supporting documentation includes all materials included under City plan numbers FEDP-2024-0010 and AERV-2025-0004.

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

Frank Porter, P.E. , James Herbert, E.I.

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:

Oral factual testimony

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

X A complete Application and Fee

X An Electronic copy of the most recent survey of the subject property.

X An Electronic copy of the Legal Description of the subject property.

X Documentation and Data supporting the request.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings-fl.org

Application – Development Agreement

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 the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Development Agreement 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): Richard Kerper
Applicant Signature: RJK Date: 5/2/25
Business Name: KW Partners, LLC
Address: 2420 Enterprise Road, Suite 201 Clearwater, FL 33763 Parcel ID: 26-20-30-5AR-0A00-007L

STATE OF Florida COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2 day of May, 2025, by Richard Kerper who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Date: 2 May 2025 (seal):
Notary Public Signature: Kathleen Wolf
My Commission expires: 25 August 2028

KATHLEEN WOLF
Notary Public-State of Florida
Commission # HH 536800
My Commission Expires
August 25, 2028

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): Mark Mechlowitz, Manager of Tuskawilla Retail Partners II, LLC
Property Owner Signature: Mark Mechlowitz Date 5/8/2025
STATE OF GA COUNTY OF STEPHENS

The foregoing instrument was acknowledged before me this 8TH day of MAY, 2025, by MARK MECHLOWITZ who is personally known to me or who has produced N/A as identification and who did/did not take an oath.

CLAYTON CHEEK Date: 5/8/2025 (seal):
Notary Public Signature: _____
My Commission expires: 11/1/2027

CLAYTON CHEEK
NOTARY
EXPIRES
GEORGIA
NOVEMBER
PUBLIC
STEPHENS COUNTY

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

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. 20-34. The sufficiency review shall be completed within thirty (30) calendar days per FL Statue 166.033.

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 Waiver 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 Waiver 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 Waivers and may impose reasonable conditions on any approved Waiver 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 Waiver 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 Waiver, 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 Waiver 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 – Waiver

REQUIRED INFORMATION:

Applicant(s):	James W. Herbert, E.I. Date: 12/11/24
Mailing address:	6200 Lee Vista Boulevard, Suite 400, Orlando, FL 32822
Email:	james.herbert@nv5.com
Phone Number:	407-539-4776
Property Owner(s):	Richard Kerper
Mailing Address:	2420 Enterprise Road, Suite 201 Clearwater, FL 33763
Email:	rk@kwequity.com
Phone Number:	(727) 723-0254
Project Name:	The Learning Experience
Property Address:	SR 434 & Michael Blake Blvd. Winter Springs, FL 32708
Parcel ID(s):	26-20-30-5AR-0A00-007L
Parcel Size:	1.02 AC
Existing Use:	Vacant Land
Future Land Use:	Commercial
Zoning District:	Town Center District

All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request.

List Waiver(s)(provide additional sheets if necessary): A waiver is requested from Winter Springs City Code Section 20-465 to allow the The Learning Experience building to be located at a setback of 15' from SR 434 ROW in lieu of the 25' minimum building setback from SR 434 ROW.

Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?

The building setback requirement of 25' from the SR 434 ROW poses a challenge for meeting parking requirements as well as fire access requirements while still providing the space needed for a proposed daycare building. The Fifth Third Bank located within the SR 434 corridor establishes a precedent for providing a less than a 25' building setback.

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Application – Waiver

Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?

The proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances as well as in compliance with the Comprehensive Plan.

Will the proposed development plan significantly enhance the real property?

The proposed development plan will significantly enhance the real property.

Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?

The proposed development plan will serve the public health, safety, and welfare of the City of Winter Springs.

Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

The waiver will not diminish property values and will not alter the essential character of the surrounding neighborhood.

Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

This waiver request is the minimum waiver that will eliminate the impractical result caused by Sec. 20-465 under Chapter 20 - Zoning.

Is the proposed development plan compatible and harmonious with the surrounding neighborhood?

The proposed development plan is compatible and harmonious with the surrounding neighborhood.

CITY OF WINTER SPRINGS
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customerservice@wintersprings fl.org

Application – Waiver

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 X No _____

List all witnesses that the applicant intends to present to the City Commission to provide testimony:
Frank Porter, P.E. - NV5 Inc., James Herbert, E.I. - NV5 Inc.

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:
None at this time.

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 Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

X 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 OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings fl.org

Application – Waiver

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 the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver 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): James W. Herbert, E.I.

Applicant Signature: _____ Date: 12/11/24

Business Name: NV5, Inc.

Address: 6200 Lee Vista Blvd, Suite 400, Orlando, FL 32822 Parcel ID: 27-23-30-5070-00-010

STATE OF_____COUNTY OF _____ Date _____

The foregoing instrument was acknowledged before me this 11 day of December, 2024, by James W. Herbert who is personally known to me or who has produced ID as identification and who did/did not take an oath.

_____ Date: December 11, 2024 (seal):

Notary Public Signature: Wilda Gutierrez

My Commission expires: 8-25-2028

Notary Public State of Florida
Wilda Gutierrez
My Commission HH 586394
Expires 8/25/2028

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): See attached letter of authorization

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: _____

LETTER OF AUTHORIZATION

Property Owner: KW Partners, LLC (contract purchaser)

Property Tax ID #: 26-20-30-5AR-0A00-007L

Legal Description: see attached

Authorized Applicant: Frank A. Porter, P.E., Jason P. Mahoney, P.E., James W. Herbert, E.I.

I hereby authorize Frank A. Porter, P.E., Jason P. Mahoney, P.E., and James W. Herbert, E.I.to make application on my behalf, for the following:

1. City of Winter Springs Applications, including, but not limited, to Site Plan Review, Variance Application, Waiver Application, Aesthetic Review Application and Conditional Use Application

2. Saint John's River Water Management District Environmental Resource Permit.

KW Partners, LLC

By: _____

PRINT NAME: Richard Kerper, Manager

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31 day of October, 2024, by Richard Kerper, Manager of KW Partners, LLC, on behalf of the LLC. He [XX] is personally known to me or [ ] has produced a driver's license as identification.

(Notary Seal)

_____
Signature of Public Notary

Kathleen Wolf

KATHLEEN WOLF
Notary Public-State of Florida
Commission # HH 536800
My Commission Expires
August 25, 2028

LEGAL DESCRIPTION:

(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024)

PARCEL A (DESCRIPTION PROVIDED BY SURVEYOR)

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.14 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE N50°31'58"W, ALONG SAID NORTHWESTERLY BOUNDARY, A DISTANCE OF 231.33 FEET; THENCE N38°28'33"W, A DISTANCE OF 188.71 FEET; THENCE S51°37'48"W, A DISTANCE OF 232.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.015 ACRES, MORE OR LESS.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

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. 20-34. The sufficiency review shall be completed within thirty (30) calendar days per FL Statue 166.033.

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 Waiver 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 Waiver 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 Waivers and may impose reasonable conditions on any approved Waiver 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 Waiver 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 Waiver, 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 Waiver 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 – Waiver

REQUIRED INFORMATION:

Applicant(s):	James W. Herbert, E.I. Date: 12/11/24
Mailing address:	6200 Lee Vista Boulevard, Suite 400, Orlando, FL 32822
Email:	james.herbert@nv5.com
Phone Number:	407-539-4776
Property Owner(s):	Richard Kerper
Mailing Address:	2420 Enterprise Road, Suite 201 Clearwater, FL 33763
Email:	rk@kwequity.com
Phone Number:	(727) 723-0254
Project Name:	The Learning Experience
Property Address:	SR 434 & Michael Blake Blvd. Winter Springs, FL 32708
Parcel ID(s):	26-20-30-5AR-0A00-007L
Parcel Size:	1.02 AC
Existing Use:	Vacant Land
Future Land Use:	Commercial
Zoning District:	Town Center District

All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request.

List Waiver(s)(provide additional sheets if necessary): A waiver is requested from Winter Springs City Code Section 20-324 to allow the The Learning Experience building's rear to be facing SR 434 ROW in lieu of the front or sides of the building facing SR 434 ROW.

Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?

Chapter 20, Section 324(11)(c) of the Municipal Code requires the front or side of a building to face SR 434 ROW, but this creates an impractical result for the proposed site. Vehicular access from SR 434 is not permitted, and the approved access point is on the opposite side of the lot. Orienting the building toward SR 434 would force the rear of the building to face the parking area, leading to illogical ADA access issues and a dysfunctional site layout. Enforcing this condition under these circumstances is unreasonable and undermines the intent of accessible, efficient development.

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Application – Waiver

Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?

The proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and aligns with the intent of the Comprehensive Plan. While Section 324(11)(c) requires building orientation toward SR 434, strict application creates impractical and unreasonable site conditions due to restricted vehicle access. The building is instead oriented toward the approved access point, supporting safe circulation, ADA compliance, and functional site design. This approach maintains the spirit and objectives of the Code and Comprehensive Plan while responding to the site's unique vehicle access constraints.

Will the proposed development plan significantly enhance the real property?

Yes, the proposed development plan will significantly enhance the real property by introducing a high-demand early childhood daycare facility that serves the surrounding community. The project transforms an underutilized site into a safe, accessible, and functional space tailored to young children and families.

Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?

Yes, the proposed early childhood daycare will directly serve the public health, safety, and welfare of Winter Springs by providing much-needed childcare services in a safe, professionally designed environment. The site plan prioritizes ADA compliance, pedestrian friendly infrastructure, and safe traffic circulation, ensuring the well-being of children, families, and staff.

Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

No, the waiver will not diminish property values or alter the essential character of the surrounding neighborhood. The proposed early childhood daycare will enhance the area by providing a valuable community service while maintaining a safe, well-designed environment. Overall, the development will positively contribute to the area's character and long-term property values.

Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

This waiver request is the minimum waiver that will eliminate the impractical result caused by Ch. 20, Sec. 324(11)(c).

Is the proposed development plan compatible and harmonious with the surrounding neighborhood?

The proposed development plan is compatible and harmonious with the surrounding neighborhood.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
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Application – Waiver

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 X No _____

List all witnesses that the applicant intends to present to the City Commission to provide testimony:
Frank Porter, P.E. - NV5 Inc., James Herbert, E.I. - NV5 Inc.

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:
None at this time.

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 Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

X 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 OF WINTER SPRINGS
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Application – Waiver

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 the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver 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): James W. Herbert, E.I.

Applicant Signature: _____ Date: 04/28/25

Business Name: NV5, Inc.

Address: 6200 Lee Vista Blvd, Suite 400, Orlando, FL 32822 Parcel ID: 27-23-30-5070-00-010

STATE OF Fl COUNTY OF Orange Date 4/28/2025

The foregoing instrument was acknowledged before me this 28th day of April, 2025, by James W. Herbert who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: 4/28/2025 (seal):

Notary Public Signature: _____

My Commission expires: 8/25/2028

Notary Public State of Florida
Justina Robertson
My Commission HH 586413
Expires 8/25/2028

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): See attached letter of authorization

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: _____

LETTER OF AUTHORIZATION

Property Owner: KW Partners, LLC (contract purchaser)

Property Tax ID #: 26-20-30-5AR-0A00-007L

Legal Description: see attached

Authorized Applicant: Frank A. Porter, P.E., Jason P. Mahoney, P.E., James W. Herbert, E.I.

I hereby authorize Frank A. Porter, P.E., Jason P. Mahoney, P.E., and James W. Herbert, E.I.to make application on my behalf, for the following:

1. City of Winter Springs Applications, including, but not limited, to Site Plan Review, Variance Application, Waiver Application, Aesthetic Review Application and Conditional Use Application

2. Saint John's River Water Management District Environmental Resource Permit.

KW Partners, LLC

By: _____

PRINT NAME: Richard Kerper, Manager

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31 day of October, 2024, by Richard Kerper, Manager of KW Partners, LLC, on behalf of the LLC. He [XX] is personally known to me or [ ] has produced a driver's license as identification.

(Notary Seal)

_____
Signature of Public Notary

Kathleen Wolf

KATHLEEN WOLF
Notary Public-State of Florida
Commission # HH 536800
My Commission Expires
August 25, 2028

LEGAL DESCRIPTION:

(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024)

PARCEL A (DESCRIPTION PROVIDED BY SURVEYOR)

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.14 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE N50°31'58"W, ALONG SAID NORTHWESTERLY BOUNDARY, A DISTANCE OF 231.33 FEET; THENCE N38°28'33"W, A DISTANCE OF 188.71 FEET; THENCE S51°37'48"W, A DISTANCE OF 232.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.015 ACRES, MORE OR LESS.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
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Application – Waiver

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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 Waiver 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 Waiver 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 Waivers and may impose reasonable conditions on any approved Waiver 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 Waiver 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 Waiver, 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 Waiver 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@wintersprings fl.org

Application – Waiver

REQUIRED INFORMATION:

Applicant(s):	James W. Herbert, E.I. Date: 06/27/25
Mailing address:	6200 Lee Vista Boulevard, Suite 400, Orlando, FL 32822
Email:	james.herbert@nv5.com
Phone Number:	407-539-4776
Property Owner(s):	Richard Kerper
Mailing Address:	2420 Enterprise Road, Suite 201 Clearwater, FL 33763
Email:	rk@kwequity.com
Phone Number:	(727) 723-0254
Project Name:	The Learning Experience
Property Address:	SR 434 & Michael Blake Blvd. Winter Springs, FL 32708
Parcel ID(s):	26-20-30-5AR-0A00-007L
Parcel Size:	1.02 AC
Existing Use:	Vacant Land
Future Land Use:	Commercial
Zoning District:	Town Center District

All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request.

List Waiver(s)(provide additional sheets if necessary):

A waiver is requested from Winter Springs City Code Section 20-601 to allow the The Learning Experience streetscape within the SR 434 ROW to consist of (1) 7.5 foot landscape and treescape area for planting canopy trees, (2) 6 foot sidewalk, and (3)13.5 foot landscape area in lieu of (1) 16 foot landscape and treescape area for planting canopy trees, (2) 6 foot sidewalk, and (3) 5 foot landscape area.

Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?

Strict enforcement of the 27' streetscape requirement results in an impractical and unreasonable outcome for the proposed daycare development due to existing site constraints and conflicting agency guidance. The FDOT controlled right-of-way adjacent to SR 434 measures only 13.5' in width and the FDOT sidewalk must remain within the right-of-way, thereby limiting design flexibility. The modified streetscape proposed meets the overall intent of Code Section 20-601 while keeping the sidewalk within FDOT right-of-way.

Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?

The proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and aligns with the goals of the Comprehensive Plan. While a minor waiver is requested from the strict 27' streetscape requirement, the plan preserves the intent of the code by providing a continuous 6' sidewalk, a 7.5' treescape within FDOT's right-of-way, and a 13.5' landscaped area on site, ensuring a visually appealing and pedestrian-friendly frontage. The development supports Comprehensive Plan objectives by enhancing community services through the addition of a high-quality childcare facility, promoting compatible infill development, and maintaining public safety through adherence to FDOT drainage and grading standards with SR 434's right-of-way. The overall design is consistent with the City's vision for balanced growth, safe infrastructure, and functional land use.

Will the proposed development plan significantly enhance the real property?

- Yes, the proposed development plan will significantly enhance the real property. By introducing a well-designed commercial childcare facility, the project transforms underutilized land into a valuable community asset that meets local demand for early childhood services.
- The site improvements proposed, including landscaping, a 6' wide public sidewalk, and treescape elements will enhance the 3' green strip and 5' wide public sidewalk that is currently located in SR 434's right-of-way.

Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?

Yes, the proposed development plan will serve the public health, safety, and welfare of the City of Winter Springs. The childcare facility provides a vital community service by supporting working families and early childhood development in a safe, purpose-built environment. The modified streetscape design ensures positive drainage towards SR 434 per FDOT standards, reduces the risk of flooding near the building, and avoids unsafe elevation changes that could create hazards. Additionally, by preserving a landscaped buffer and sidewalk along SR 434, the plan supports pedestrian safety and maintains the visual integrity of the corridor, aligning with the City's broader planning goals.

Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

The requested waiver will not diminish property values or alter the essential character of the surrounding neighborhood. The proposed design maintains a high-quality streetscape that includes a 7.5' treescape, 6' sidewalk, and 13.5' landscape buffer, preserving aesthetic appeal and pedestrian function along SR 434. The adjustment is a technical necessity driven by FDOT regulations, not a reduction in visual or functional quality. Additionally, as a commercial childcare facility, the development enhances neighborhood character by providing a needed community service while maintaining a safe and attractive frontage along SR 434.

Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

Yes, the waiver request represents the minimum necessary adjustment to eliminate the impractical and unreasonable result caused by the strict application of the 27' streetscape requirement. The design maintains the required 6' sidewalk and shifts it to abut the ROW line while providing a 7.5' treescape within the FDOT ROW and a 13.5' landscaped area on site. This layout preserves the functional intent of the code while avoiding regulatory issues within FDOT's jurisdiction. No further reduction to the streetscape elements is proposed, demonstrating that the waiver is limited strictly to what is needed to resolve the physical and jurisdictional conflicts.

Is the proposed development plan compatible and harmonious with the surrounding neighborhood?

- Yes, the proposed development plan is compatible and harmonious with the surrounding neighborhood. It preserves key streetscape elements such as landscaping, sidewalk access, and a treescape buffer, ensuring visual continuity along SR 434. The project is a commercial childcare facility, which is an appropriate and beneficial use within the area, providing a needed community service without introducing noise, traffic, or scale inconsistent with nearby development. The modified streetscape design maintains an attractive and functional frontage while accommodating both site-specific constraints and agency requirements, ensuring the project blends seamlessly into the existing neighborhood fabric.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings fl.org

Application – Waiver

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 X No _____

List all witnesses that the applicant intends to present to the City Commission to provide testimony:
Frank Porter, P.E. - NV5 Inc., James Herbert, E.I. - NV5 Inc.

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:
None at this time.

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

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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 Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

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Application – Waiver

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APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver 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): James W. Herbert, E.I.

Applicant Signature: _____ Date: 06/27/25

Business Name: NV5, Inc.

Address: 6200 Lee Vista Blvd, Suite 400, Orlando, FL 32822 Parcel ID: 27-23-30-5070-00-010

STATE OF FL COUNTY OF ORANGE Date JUNE 27, 2025

The foregoing instrument was acknowledged before me this 27 day of JUNE, 2025, by JAMES W. HERBERT who is personally known to me or who has produced DRIVER LICENSE as identification and who did/did not take an oath.

_____ Date: June 27, 2025 (seal):

Notary Public Signature: _____

My Commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
Olga Koloko Tsafack
Comm.: HH 605426
Expires: Oct. 22, 2028
Notary Public - State of Florida

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): See attached letter of authorization

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: _____

LETTER OF AUTHORIZATION

Property Owner: KW Partners, LLC (contract purchaser)

Property Tax ID #: 26-20-30-5AR-0A00-007L

Legal Description: see attached

Authorized Applicant: Frank A. Porter, P.E., Jason P. Mahoney, P.E., James W. Herbert, E.I.

I hereby authorize Frank A. Porter, P.E., Jason P. Mahoney, P.E., and James W. Herbert, E.I.to make application on my behalf, for the following:

1. City of Winter Springs Applications, including, but not limited, to Site Plan Review, Variance Application, Waiver Application, Aesthetic Review Application and Conditional Use Application

2. Saint John's River Water Management District Environmental Resource Permit.

KW Partners, LLC

By: _____

PRINT NAME: Richard Kerper, Manager

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31 day of October, 2024, by Richard Kerper, Manager of KW Partners, LLC, on behalf of the LLC. He [XX] is personally known to me or [ ] has produced a driver's license as identification.

(Notary Seal)

_____
Signature of Public Notary

Kathleen Wolf

KATHLEEN WOLF
Notary Public-State of Florida
Commission # HH 536800
My Commission Expires
August 25, 2028

LEGAL DESCRIPTION:

(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 11911023, COMMITMENT DATE: 07-26-2024)

PARCEL A (DESCRIPTION PROVIDED BY SURVEYOR)

A PORTION OF LOT 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); THENCE RUN S38°23'34"E, A DISTANCE OF 1320.11 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE DEPARTING SAID BASELINE, RUN N51°36'26"E, A DISTANCE OF 94.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 434, AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S38°43'16"E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.14 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY BOUNDARY LINE OF ACQUISITION PARCEL B (RAILS TO TRAILS CORRIDOR) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 0164, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE N50°31'58"W, ALONG SAID NORTHWESTERLY BOUNDARY, A DISTANCE OF 231.33 FEET; THENCE N38°28'33"W, A DISTANCE OF 188.71 FEET; THENCE S51°37'48"W, A DISTANCE OF 232.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.015 ACRES, MORE OR LESS.

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. Applications shall be reviewed for sufficiency (completeness) 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.

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.

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Application – Conditional Use

REQUIRED INFORMATION

Applicant(s): Richard Kerper at KW Partners, LLC Date: 12/12/24

Mailing address: 2420 Enterprise Road, Suite 201 Clearwater, FL 33763

Email: rk@kwequity.com

Phone Number: 727-723-0254

Property Owner(s): Tuskawilla Retail Partners II, LLC

Mailing Address: 880 Glenwood Ave SE # H Atlanta, GA 30316

Email: markm@catalystdp.com

Phone Number: 904-233-4303

Project Name: The Learning Experience

Property Address: SR 434 & Michael Blake Blvd Winter Springs, Florida 32708

Parcel ID(s): 26-20-30-5AR-0A00-007L

Parcel Size: 1.01 AC

Existing Use: Vacant Land

Conditional Use that is being requested? Day Care Center

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?

A Day Care is compatible and harmonious with adjacent land uses in the Town Center District. The Town Center includes a grocer, restaurant, commercial, office, and medical uses with similar hours of operation, noise, parking and traffic generating characteristics as would be expected from the Day Care Center.

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

The Day Care will have a positive impact on the adjacent land uses by providing safe, convenient, quality child care for residents living in the immediate vicinity.

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

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Application – Conditional Use

pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

The Site Plan submitted with this application demonstrates the size and shape of the site and the proposed access to Sea Hawk Cove. All Town Center Code requirements regarding architectural design, buffers, landscape, open space, parking and pedestrian mobility will be met.

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

The Day Care Center will have a positive impact on the local economy by providing safe, convenient, quality child care for local area residents and the local workforce.

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?

The Day Care Center will not have an adverse impact on the natural environment as a child care facility does not produce any negative air, water or noise pollution.

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?

The Day Care Center will not have an adverse impact on historic, scenic, or cultural resources as the child care facility will meet all of the architectural standards of the Town Center.

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?

The Day Care Center will not have an adverse impact on public services as the child care facility is not a large consumer of municipal water or sewer. Additionally, the child care facility by its core business will not be a burden on police, fire, parks and recreation, streets or public transportation.

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?

The Day Care Center will have a positive impact on housing and social conditions by providing an additional option for safe, convenient, quality child care for existing and future area residents. This will increase housing unit types, prices and neighborhood quality.

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,

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lighting, and other sire elements? If no, why not?

The Day Care Center use will avoid significant adverse impacts as the child care facility will not create adverse odor, emission, noise, glare or vibration by nature of its core business.

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.

The Site Plan submitted with this application demonstrates the day care center has been designed to meet all applicable City Town Center Code to prevent adverse impacts to adjacent and surrounding uses and properties.

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, this proposed conditional use is not a residential use.

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

None at this time

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:

None at this time

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.

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Application – Conditional Use

REQUIRED DOCUMENTATION

X A complete Application and Fee

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.

X 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).

CITY OF WINTER SPRINGS
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Application – Conditional Use

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 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): Richard Kerper

Applicant Signature: _____ Date: 12/12/24

Business Name: KW Partners, LLC

Address: 2420 Enterprise Road, Suite 201 Clearwater, FL 33763 Parcel ID: _____

STATE OF Florida COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 12 day of December, 2024, by Richard Kerper who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Date: 12/12/24

Notary Public Signature: Kathleen Wolf

My Commission expires: 8-25-28

(seal) KATHLEEN WOLF
Notary Public-State of Florida
Commission # HH 536800
My Commission Expires
August 25, 2028

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): Mark Mechlowitz, Manager of Tuskawilla Retail Partners II, LLC

Property Owner Signature: _____ Date 12/13/2024

STATE OF GA COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 13th day of December, 2024, by Mark Mechlowitz who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Date: 12/13/2024 (seal):

Notary Public Signature: Lauren Groover

My Commission expires: 4/28/2026

LAUREN GROOVER
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 28, 2026

REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | AUGUST 25, 2025 REGULAR MEETING

TITLE

Discussion on Use of Arbor Fund Revenues

SUMMARY

This item was requested by Commissioner Victoria Bruce for inclusion on the agenda. A "tree bank" was established by ordinance in 2002 and per the City Code Section 5-9 (5) (a), "Monies collected in the tree bank shall be used for enhancement and maintenance of trees on public lands." Commissioner Bruce has asked to consider changing the allowable use for these funds.

Any amendment to the requirement set forth in Section 5-5 will require the City Commission to approve by ordinance.

FUNDING SOURCE

RECOMMENDATION

Staff is recommending the City Commission provide direction on this matter.

Chapter 5 TREE PROTECTION AND PRESERVATION[1]

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Sec. 5-1. Applicability.

This chapter shall be applicable to all land lying in the incorporated area of the city and within all zoning districts. To the extent that any provision of this chapter conflicts with any other provision of the City Code related expressly to the protection and management of trees, the conflicting provisions of this chapter shall prevail and be given effect over the other conflicting provision.

(Ord. No. 2002-08, § 2, 4-8-02; Ord. No. 2003-22, § 2, 10-13-03; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-2. Intent and purpose.

(a) *Intent and purpose.* The intent and purpose of this chapter is to establish uniform protective and management regulations for trees and land clearing within the city in order to maintain and protect the environment including the city forest. Trees are a valuable community resource that serve to better control problems of flooding, promote soil conservation, improve air and water quality, reduce noise and glare, provide habitat for wildlife, moderate the climate, and to make the city a healthier, more attractive and safer place in which to live. Additionally, this chapter is intended to encourage the protection of the maximum number of desirable trees native to Central Florida and to encourage proper removal of exotic, pest trees.

To this end, it shall be unlawful to cut down, damage, poison, or in any other manner destroy or cause to be destroyed any tree or other vegetation or engage in unpermitted land clearing as covered by the provisions of this chapter except in accordance with the provisions set forth herein. Notwithstanding, in case of emergencies involving natural disaster such as, but not limited to, flood, freeze or other natural disasters, the requirements of this chapter may be temporarily waived by the city commission by resolution.

(Ord. No. 2002-08, § 2, 4-8-02; Ord. No. 2003-22, § 2, 10-13-03; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated unless the context clearly indicates otherwise:

Caliper. Measurement of tree twelve (12) inches from soil level.

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[1]Editor's note(s)—Ord. No. 2002-08, §§ 1, 2, adopted April 8, 2002, amended former Ch. 5, Arbor, §§ 5-1—5-5, in its entirety to read as herein set out. Former Ch. 5 derived from Ord. No. 711, § I, 3-22-99; Ord. No. 726, §§ 1—4, 6-28-99; Ord. No. 734, § 1, 9-27-99.

Cross reference(s)—Code enforcement board to enforce certain ordinances of the city, § 2-56 et seq.; beautification board, § 2-76 et seq.; buildings and building regulations, Ch. 6; flood damage prevention, Ch. 8; land development, Ch. 9; motor vehicles and traffic, Ch. 12; nuisances, Ch. 13; planning, Ch. 15; signs and advertising, Ch. 16; streets, sidewalks and other public places, Ch. 17; zoning, Ch. 20.

City manager. The city manager or designee.

Canopy tree. A species of tree that naturally develops with an elevated shade crown and which normally grows to a mature height of approximately forty (40) feet or more and/or a shade crown of approximately thirty (30) feet in diameter or more. Such species shall be listed on the desirable species list in appendix B or appendix C for approved streetscape canopy tree types for streetscape trees along S.R. 434 and Tuskawilla Road, and include, but are not limited to, bald cypress, Chinese elm, Florida elm, live oak, pignut hickory, red maple, sand live oak, southern magnolia, sweetbay, sweetgum, sycamore, water oak and winged elm.

City. The City of Winter Springs, Florida.

City trees shall mean all street trees located along a public right-of-way; streetscape trees under chapter 20, article VII of the City Code; park and Cross Seminole Trail trees; and trees required to be preserved for the public benefit by development agreement, conservation easement or landscape easement in favor of the city and approved by the city commission.

City forest. The aggregate of all city trees which are planted in public places authorized and required to be managed by the city.

Crown. The mass of branches, twigs and leaves at the top of a tree, with particular reference to its shape.

Destroy or *destroyed.* To cause, suffer, allow or permit any act that will effectively cause a tree to die or go into a period of unnatural decline within one (1) year from the date of the act. Acts that may effectively destroy a tree include, but are not limited to, excessive pruning, changing the natural grade above the root system or around the trunk, damage inflicted on the tree permitting infection or pest infestation, application of herbicides or other chemical agents, intentional fire damage to the tree permitting infection or pest infestation, the infliction of a trunk wound or wounds that cumulatively are twenty (20) percent or greater of the circumference of the trunk, or the removal of sufficient canopy to cause the unnatural decline of the tree.

DBH. Diameter at breast height measured four and one-half (4½) feet from ground level at the base of tree. If a tree has co-dominant stems at or below four and one-half (4½) feet from ground level, it shall be measured as two (2) separate trees.

Desirable trees. Trees that are preferred by the city and particularly adaptive to Central Florida identified as "desirable trees" in appendix B of this chapter, as may be amended by the city manager or city commission.

Dripline. The vertical line running through the outermost portion of the tree crown extending to the ground.

Encroachment. The protrusion into a vehicular access way, pedestrian-way, or required landscape area.

Heavy machinery. Mechanical land clearing, earth-moving, or earth-working equipment with a gross weight in excess of five thousand (5,000) pounds. For purposes of this chapter, all machinery which utilizes steel tracks for traction shall be considered to be heavy machinery, regardless of weight.

Historic tree. A specimen tree which has been found by the city commission to be of notable historic interest to the city based on its age, species, size, historic association, ecological value (such as a tree regularly and historically used as an eagles nest) or unique characteristics. A historic tree may also be known as an heirloom tree or heritage tree.

Land clearing (grubbing). The act of removing or destroying trees, ground cover, and other vegetation by manual, mechanical, or chemical means. Routine lawn mowing, sod replacement, planting of landscape material, shrub pruning, and shrub removal shall not be considered land clearing and grubbing provided no grade change occurs. Removal of understory by bush hog, forestry mulcher, or other means shall not be considered routine mowing when preparing a property for construction or results in trees being removed, destroyed or severely damaged.

Person. Any individual, firm, corporation, partnership, joint venture association, principal, trustee, municipal corporation, political subdivision, or special district, or any agent or representative thereof.

Primary tree protection zone. This shall mean the front, side and rear yard areas as established and required by the land development code of the city as the same may, from time to time, be amended.

Protected area. An area surrounding a protected, historic, or specimen tree within which physical intrusion is prohibited in order to prevent damage to the tree, roots and soil around the tree base, the dimensions of which shall be established by the city and set forth in the tree removal permit, in according with section 5-14.

Protective barrier. Shall be a polygon of two (2) inch by four (4) inch wide stakes spaced a maximum of eight (8) feet from each other at the perimeter of the tree protection zone and which extend out of the ground at least thirty-six (36) inches, with the top four (4) inches marked by fluorescent orange paint or tape or such other appropriate barrier to protect protected trees and landscape areas on a site specific basis which is authorized by development permit.

Replacement trees. Replacement trees shall at a minimum comply with the provisions of subsection 5-9.

Secondary tree protection zone. This shall mean all areas not included in the primary tree protection zone. Subdivision street rights-of-way and easements are also defined as being within the secondary tree protection zone.

Silviculture. A process, following acceptable forest management principles, whereby the crops constituting forests are tended, harvested and reproduced.

Specimen tree. A canopy tree, other than a structurally unsound tree that cannot be recovered by pruning, dead tree, or diseased tree, that has a DBH of twenty-four (24) inches or more.

Stem. The main trunk of a plant; its primary axis that develops buds and shoots instead of roots.

Structure. Anything constructed, erected or placed, the use of which requires more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground. This definition shall not include sidewalks, walkways, driveways or similar type improvements.

Transplant. The act of relocating an existing tree upon the same lot or such other appropriate location approved by the city.

Tree. Self-supporting woody, perennial plants which have a trunk with a DBH of at least four (4) inches and normally grow to an overall crown height of a minimum of fifteen (15) feet. Cabbage palm greater than fifteen (15) feet tall.

Tree protection zone. Shall mean that area located around the perimeter of the tree in which no activity such as clearing, filling, excavating, storage of materials, parking of vehicles, or any other activity that in the opinion of the city arborist may damage the tree may occur. The tree protection zone shall extend from the trunk of the tree to the dripline.

Tree removal. Shall mean any act which will cause a tree situated on real property to die within a period of two (2) years from the time of the act including, but not limited to, by cutting, girdling, relocating, interfering with the water supply, applying chemicals, regrading around the base of the tree trunk.

Tree replacement assessment. Tree replacement assessment shall mean the total amount of monetary compensation owed to the city may be required by this chapter for the replacement of trees cut, destroyed, or removed as a result of development or redevelopment.

Tree replacement credit. The tree replacement credit shall be established by the city commission and set forth in appendix B: desirable trees.

Tree trunk. The main stem of a tree apart from limbs and roots.

Undesirable trees. All types of trees identified as "undesirable trees" in appendix A of this chapter as amended from time to time by the city manager in writing.

Windowing. Removing several branches symmetrically within the area of the tree to provide a fully framed view of the scenery that lies beyond the tree.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-4. Permit required for tree removal and land clearing; separate violations; criteria; contractor permit required.

(a) *Permit required.* Except as provided in section 5-4.5 herein, no person shall engage in tree removal or engage in land clearing located within the city, without first obtaining a permit as provided in this chapter. If a property owner has retained a contractor to perform the land clearing or tree removal, the contractor must have a valid city issued arbor license required by subsection 5-4(e) and shall obtain the permit required by this chapter prior to the land clearing or tree removal. If no permit is obtained prior to tree removal or land clearing, the property owner and the contractor (if retained) shall have violated this section. It shall be a separate violation of this chapter for each tree removed and each day a person is engaged in land clearing without a permit.

(b) *Trees that can be removed by permit.* Upon receipt of a completed application and verification on-site by the city arborist, a permit may be issued for tree removal if it is first determined by the city arborist that any one (1) of the following limited conditions exists to lawfully justify the tree removal:

(1) Trees located on building and construction sites or projects as shown on city approved plans, provided said trees are replaced elsewhere on the property in accordance with section 5-9 of this chapter, except that city trees as defined in section 5-3 and historic and specimen trees under section 5-8 shall be preserved to the extent required by this chapter.

(2) Trees with a trunk(s) located within ten (10) feet of a structure and that pose a clear hazard or that have caused significant damage to said structure as determined by the city arborist.

(3) Trees severely diseased, severely injured or dead.

(4) Trees that interfere with the construction or repair of public infrastructure and facilities including utilities.

(5) Undesirable trees, per appendix A.

(6) Trees required to be removed by the city or other governmental agency to facilitate necessary public utilities and infrastructure or remove visibility obstructions to vehicle drivers within a intersection visibility triangle and which are located within a public road, drainage rights-of-way, or permanent utilities and drainage easements.

(7) Trees that pose a serious threat to persons or property.

(8) Trees that prohibit or have the effect of prohibiting the installation or operation of a solar collector, clothesline, or other energy device based on a renewable resource.

(9) All trees and plants, within a licensed tree nursery, planted for harvest shall be exempt from the terms and provisions of this chapter only if trees are planted and growing on the premises of the licensee and are for sale or intended for sale in its ordinary course of business.

(10) One (1) tree located on an existing single-family home lot within a ten-year period pursuant to subsection 5-9(e).

(11) Trees that unreasonably interfere with a property owner's established riparian or littoral rights or substantially interfere with and obstruct a substantial portion of a property owner's visibility to a

natural water body such as a lake, but only to the extent such right or visibility cannot be secured by tree trimming, pruning or windowing.

(c) *Review guidance.* To help guide the city in making decisions under this chapter, including identifying which trees listed under subsection 5-4(b) may be removed, the city shall consider that the spirit and intent of this chapter is to mitigate against the removal of trees and weigh the following nonexclusive list of factors to the extent relevant and necessary:

(1) Necessity to remove trees which pose a clear and obvious safety hazard to pedestrian or vehicular traffic or threaten to cause disruption to public services or a significant obstacle to accessing and utilizing public easements and rights-of-way.

(2) Necessity to remove trees which pose a clear and obvious safety hazard to buildings and other improvements on a lot or parcel of land. Ordinary small cracks or uplifts in pavement, sidewalks, and non-occupied structures that are typically caused by settling and small roots shall not be considered a safety hazard.

(3) Necessity to remove diseased trees or trees weakened by age, storm, fire or other injury or trees with severe structural defects that pose a clear and obvious safety hazard to people, buildings or other improvements on lot or parcel of land.

(4) Necessity to remove trees which prohibit or have the effect of prohibiting the installation or operation of a solar collector, clothesline, or other energy device based on a renewable resource. The applicant shall submit operating instructions or other manufacturer guidance setting forth the amount of sunlight exposure required for proper operation of the energy device or other such evidence of the necessity to remove trees.

(5) The extent to which tree removal is likely to result in damage to the property of other owners, public or private, including damage to lakes, ponds, streams, or rivers through runoff or erosion.

(6) Any proposed landscaping including plans whereby the applicant has planted or will plant trees to replace those that are proposed to be cleared.

(7) Topography of the land and the effect of tree removal on erosion, soil retention and the diversion or increased flow of surface water.

(8) Good forestry practices, such as the number of healthy trees that a given parcel of land will reasonably support and the proven techniques that sustain healthy trees.

(9) After first exploring whether reasonable alternative design plans are feasible, necessity to remove trees in order to construct, approved and permitted improvements to allow economic enjoyment of the property, including:

a. Need for access circulation around the proposed structure which are necessary to allow workers to safely utilize construction equipment (maximum of ten (10) feet).

b. Need for providing ingress and egress access to the construction site for use by construction equipment and short term storage of construction equipment and supplies. This ingress and egress should coincide with the ingress and egress approved by the final development permit.

c. Essential grade changes that otherwise cannot be designed around to avoid tree removal.

d. Need for locating street or road rights-of-way, utilities, drainage ways, as well as the need to provide reasonable use and property access.

e. Need to gain reasonable vehicle or utility access when no other reasonable alternative exists.

(10) The extent of any damage or demonstrated hardship which would result to the applicant from a denial of the requested permit.

(11) The species and size of the trees proposed for removal.

(12) The following factors shall also be considered:

a. Trees forming the current canopy.

b. Preservation of the next generation of trees.

(13) Necessity to protect active nests of migratory birds, bird species listed as species of special concern, rate, threatened, or endangered by the state fish and wildlife commission, or which a known breading area for a colony of birds.

(14) Whenever necessity is a relevant factor in support of removing a tree, the following factors shall also be considered:

a. The number of trees being preserved on the subject property.

b. The extent that the proposed removal causes the least amount of damage to existing trees.

c. The extent that the proposed removal results in the maximum amount of mitigation or replacement trees for each tree removed.

(15) This chapter shall be interpreted so as not to cause a taking or an inordinate burden on a landowner in accordance with law.

(16) Whenever a tree condition or risk assessment is required under this chapter, such assessment shall be performed on-site in accordance with the tree risk assessment procedures outlined in Best Management Practices—Tree Risk Assessment, Second Edition (2017) by an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect and signed by the certified arborist or licensed landscape architect.

The factors listed in this subsection (c) are for guidance purposes only, and do not constitute an independent basis for the granting of a tree removal or land clearing permit.

(d) *Silviculture exemption.* All trees planted specifically for silvicultural purposes shall be exempt from the provisions of this chapter provided the property owner can provide documentation to the city evidencing that:

(1) The property is registered as a silvicultural site with the division of forestry; and

(2) Trees of typical harvestable size and type exist on the property which are capable of being harvested for income and that the property owner has, or intends to, generate income from the harvested trees.

(e) *Contractor city-issued license required; contractor obtaining permits.* Any person or entity engaged in the business of tree removal or pruning shall be licensed by the city on an annual basis. Licenses may be obtained from the city by completing an application prepared by the city and paying the required license fee. The license application shall contain at a minimum the name, address, and telephone number of the contractor and a copy of the contractor's local business tax receipt, state license if required and proof of liability and workers' compensation insurance. As a condition of obtaining a license under this subsection, any previously unpaid penalties imposed by the city under section 5-18 shall be paid in full. It shall be unlawful for any person or entity to engage in the business of tree removal or pruning within the city without a license required under this subsection. It shall also be unlawful for any such person or entity to fail to obtain a permit on behalf of a property owner pursuant to subsection 5-4(a) of this chapter.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2006-23, § 4, 12-11-06; Ord. No. 2010-04, § 2, 3-8-10; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2016-03, § 2, 7-25-16; Ord. No. 2020-03, § 2, 7-13-20; Ord. No. 2022-10, § 2, 9-12-22)

Sec. 5-4.5 Exemption for tree removal activities authorized and preempted by state or federal law.

Land clearing and tree removal activities authorized and preempted by state or federal law shall be exempt from section 5-4, permit required. Land clearing and tree removal activities authorized and preempted by state or federal law include, but are not limited to:

(1) Removal of trees on residential property which pose an unacceptable risk to persons or property in accordance with F.S. § 163.045, for which no replacement trees will be required. Property owners removing trees pursuant to F.S. § 163.045 shall possess documentation from an arborist certified by the International Society of Arboriculture or a Florida-licensed landscape architect prior to removal of the tree. For purposes of this section, "documentation" shall mean an on-site assessment performed in accordance with the tree risk assessment procedures outlined in Best Management Practices—Tree Risk Assessment, Second Edition (2017) by an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect and signed by the certified arborist or licensed landscape architect. The documentation must demonstrate that the tree poses an unacceptable risk to persons or property and that removal is the only means of practically mitigating its risk below moderate, as determined by the tree risk assessment procedures outlined in Best Management Practices ? Tree Risk Assessment, Second Edition (2017). Further, for purposes of this section, a "residential property" shall mean a single-family, detached building located on a lot that is actively used for single-family residential purposes and that is either a conforming use or a legally recognized nonconforming use in accordance with the city's applicable land development regulations. The term "residential property" for purposes of this subsection does not include any property not meeting the aforementioned definition including, but not limited to, multi-family property; common areas owned by a homeowners or condominium association; vacant land zoned or designated residential or mixed use (e.g., mixed use, town center, and GID) on the city's official zoning map or future land use map; public rights-of-way; or land subject to particular landscaping, tree planting or preservation requirements pursuant to an executed development agreement, landscape easement granted to the city, or conservation easement.

(2) A right and responsibility granted to an electric utility to clear vegetation away from power lines in order to ensure the safe transmission of electricity to customers, as provided by state statutes and Electric Tariff Rules including the preemption under F.S. § 163.3209.

(Ord. No. 2020-03, § 2, 7-13-20; Ord. No. 2022-10, § 2, 9-12-22)

Sec. 5-5. City arbor division.

(a) *Establishment of office.* The city manager shall appoint one (1) or more employees to act in the capacity of arborist for the city.

(b) *Scope of authority.* The city arborist shall be charged with the responsibility and authority to review and oversee all activities within the city limits which involve tree removal, land clearing, or danger to and by any tree. Notwithstanding, the city arborist shall have absolutely no authority to vary any plans, permits, or agreements approved by the city commission.

(c) *Responsibilities.* The role of the city arborist shall include, but not necessarily be limited to:

(1) Receiving and processing applications for tree removal, land clearing and other permits under this chapter.

(2) Inspection of all property subject to an application.

(3) Confirming all information provided by the applicant is correct and accurate.

(4) To approve or deny all permit applications required by this chapter unless otherwise expressly stated under this chapter.

(5) To issue cease and desist work orders upon persons in violations of this chapter for a maximum of two (2) working days. Upon review of the violation by the city manager, the city manager may extend the cease and desist work order until the violation is brought into compliance and all resulting fines incurred as a result of the violation have been paid. The city manager's decision may be appealed to the city commission pursuant to subsection 5-16(b) of this chapter.

(6) To bring violators of this chapter before the code enforcement board or special magistrate.

(7) To issue code enforcement citations for any violation of this chapter.

(8) To augment the city's forest by the planting or approval of planting of additional trees on public property.

(9) To keep a permanent record of all historic or specimen trees designated by the city commission.

(10) To educate the public regarding this chapter and the importance of maintaining a city forest.

(11) Provide professional guidance to the city manager regarding the maintenance of city trees under section 5-11, and to handle other related job duties assigned by the city manager.

(12) To serve as a member of the staff development review committee.

(13) To educate city personnel responsible for tree removal, planting, pruning and landscape maintenance.

(14) To assist in implementing, and issue permits in furtherance of, any development agreement, plan, or permit approved by the city commission relating to landscaping and trees.

(15) To provide professional guidance to the city manager and city commission regarding their respective decision making under this chapter including, but not limited to, historic and specimen trees under section 5-8 of this chapter.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2015-22, § 5, 10-26-15; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-6. Permit application.

(a) *Filing application and payment of fees.* An application for tree removal and land clearing shall be filed on official forms provided by the city's arborist. The applicant shall be required to pay a fee as may be established by resolution of the city commission, except that no fee shall be required for the removal of trees that (i) are dead, diseased, or suffer from severe structural defects, (ii) pose a clear and obvious safety hazard to structures and people, (iii) are removed for a public project sponsored and paid for by the city, or (iv) any tree found on the Florida Exotic Pest Plant Council's Invasive Plant Species List. If the applicant is not the property owner, then the applicant shall attach the written permission of the property owner to the application. All completed applications shall be returned to the arborist, along with the following:

(1) A tree inventory, for the tree(s) to be removed or the portion of the site to be developed, consisting of a scaled drawing of a scale of one (1) inch equals fifty (50) feet or less for undeveloped land or for developed single family residential land, a sketch approximately one (1) inch equals fifty (50) feet or less indicating:

a. Property boundaries.

b. The location of all individual trees including the tree's common or scientific name, and DBH of trees.

c. An indication of all trees proposed for removal.

d. Within the primary tree protection zone, a plan shall designate the trees to be retained and those proposed to be removed, relocated or replaced. Those trees proposed for removal, relocation or replacement shall also be identified by common or botanical name.

e. Within the secondary tree protection zone, a plan shall designate the trees to be retained, and those proposed to be removed.

f. The location of existing and proposed improvements, if any, including proposed additions to existing buildings, existing and proposed buildings, structures, impervious surfaces (e.g. pool decks, drives, parking areas), stormwater retention areas, utilities, and other such improvements.

g. A replacement plan indicating the means of compensating for the tree(s) to be removed including the species and size of any replacement tree(s).

h. Location of trees preserved for replacement credit.

i. If grade changes are proposed on the site, a grading plan drawn to scale shall be provided. In addition, a written statement shall be provided by a landscape architect or other competent professional indicating the probability of whether the grade change will result in the death of tree(s) intended to be preserved. Said statement shall immediately be brought to the attention of the city arborist at the time the application is filed and prominently attached to the front of the application.

j. A protection plan describing how preserved tree(s) shall be preserved on the site and adjacent properties during construction, tree removal, and grading. If encroachments into a specimen tree, historic tree, or city tree required to be preserved, a plan, prepared by an ISA certified arborist, must be submitted with the permit application specifying the methods to be utilized to protect and preserve the tree(s). This plan must address protection of the root system, crown, and stems of the trees, a means of supplying water and essential elements to the root system, and the proposed location of the tree protection barriers.

k. An aerial photograph showing the boundaries of the subject property and adjacent properties.

(2) Valid reasons for the removal of trees.

(3) The appropriate permit fees.

(4) A copy of any recorded development agreement, conservation easement or city landscape easement recorded against the subject property.

(b) *Time for application.* Applications for a tree removal or land clearing permit shall be made prior to removal or clearing; except that in the following cases, application shall be filed when indicated:

(1) All new subdivisions shall be required to submit an application for a tree removal or land clearing permit, at the time of initial submittal of the subdivision plan, to the city so that due consideration may be given to protection of trees during the subdivision design process. Each application for a tree removal permit shall be subject to review under the staff development review committee process.

(2) Any commercial, industrial, multi-family, mixed use or other use requiring final engineering and site plan approval under the city land development regulations shall be required to submit an application for a tree removal and land clearing permit at the time of site plan submittal so that due consideration may be given to the protection of trees during the site plan design process. Each application for a tree removal permit shall be subject to review under the staff development review committee process.

(3) All new single-family and duplex dwelling units shall be required to submit an application for a tree removal and land clearing permit at the time of application for a building permit; the tree inventory may be shown on the building permit plot plan.

(c) *Exempting portion of the tree survey.* Upon request, the city arborist may permit an applicant to omit certain portions of the tree inventory required by subsection 5-6(a)(1) where compliance with the requirements set forth herein would be unnecessarily burdensome and the exempted portions are not needed for the city to evaluate the application such as in applications unrelated to the new development of buildings, structures or infrastructure on the subject land, limited only to the removal of one (1) or more isolated and specific trees on already developed land and have no impact on protected city trees.

(d) *Permit fee.* A nonreturnable permit fee to be established by resolution of the city commission shall be paid for purposes of processing the application, enforcing the provisions of this chapter, and inspecting the real property subject to the application.

(e) *Posting of permit.* The permit must be posted upon the property and visible from the street to be valid.

(f) *City commission approved plans, permits, and agreements.* All permits issued by the city arborist under this chapter shall be required to be consistent, and not in conflict, with any plans, permits, or development agreements approved by the city commission. All permits or portions thereof issued by the city arborist in conflict with any approval of the city commission shall be deemed null and void and the approval of the city commission shall remain in full force and effect.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-7. Tree pruning standards.

(a) *Standards adopted.* Trees intended for shade purposes shall be allowed to reach mature canopy spread and shall be pruned in accordance with the ANSI A 300 Part I Pruning standard and ANSI Z133.1 safety standard. Pruning should be performed with defined pruning objectives and according to a specific pruning plan to accomplish the objective including the minimum and/or maximum branch size to be removed.

(b) *Unlawful pruning.* The pruning techniques described in section 5-10(i) of this chapter shall be deemed unlawful.

(2003-22, § 2, 10-13-03)

Sec. 5-8. Specimen or historic trees.

(a) *Designation.* Certain trees, herein referred to as "specimen" or "historic" trees, are of especially great concern to the public because of ecological value, of indigenous character, size, age or historic association. Determination that a tree is a historic tree shall be made by resolution of the city commission after a recommendation of the city's arborist, and the city arborist shall keep a permanent record of all trees so designated by the city commission. Specimen trees are all canopy trees (other than trees that are structurally defective or unsound that cannot be recovered by pruning, dead trees or diseased trees) which have a DBH of twenty-four (24) inches or more. Designation as an historic tree may occur in any one (1) of the following ways:

(1) A property owner may request designation of an historic tree as part of any master plan, preliminary subdivision plat, or site plan application. To do so, the property owner shall submit an expert evaluation by a landscape architect, horticulturalist, city forester, or other horticultural expert as part of the application.

(2) A property owner may request such designation at any time. To do so, the property owner shall submit an expert written evaluation by a landscape architect, horticulturalist, city arborist or other horticultural expert, or alternatively, request that the city arborist conduct an expert evaluation at no cost to the property owner.

(3) The city's arborist may recommend such designation at any time including as part of their review of any application for development, stating in writing their reasons for such designation, or may make such designation as part of an overall tree protection planning program for the city or portion thereof.

(4) The city commission may designate, at its sole discretion, a city tree, as defined in section 5-3, a historic tree sua sponte, or upon request of a Winter Springs resident, business owner or civic group.

(5) Historic tree designations shall be subject to approval by resolution of the city commission and the city commission may grant double tree replacement credits, upon granting an historic tree designation.

(b) *Removal.* Notwithstanding any other provision of this chapter, specimen or historic trees (hereinafter under this subsection "specimen tree") shall not be removed except for extraordinary circumstances and hardships and only by final permit approved by the city commission pursuant to subsection 5-6(b) after consideration of a written recommendation by the city arborist and department director and only after the applicant has provided such documentation, as may be required by the city, demonstrating that the applicant has engaged in good faith in the following sequence of actions, in the order shown below, to attempt to preserve, modify, and relocate the specimen tree:

(1) *Preserve the existing specimen tree on site.* The applicant shall make reasonable efforts to design proposed or existing improvements, including but not limited to the structure, driveway and utilities to accommodate the natural growth of the tree. The applicant shall be required to submit multiple alternate development plans, demonstrating that reasonable efforts to preserve the specimen tree have been made, prior to removal of the specimen tree being approved. The design may include and justify the consideration of any necessary variances or waivers under chapter 20 of the City Code. The city may require root barriers as a mitigation measure to address future potential root damage concerns.

(2) *Modify the existing specimen tree.* The applicant shall make reasonable efforts to design proposed or existing improvements, including but not limited to, the structure, driveway, and utilities, to accommodate the existing specimen tree with modifications by root pruning or tree pruning that would not cause significant harm to the tree, as determined by an arborist certified by the International Society of Arboriculture, and preserve its well-being as determined under this chapter. The applicant shall be required to submit an opinion of a certified arborist and/or multiple alternate development plans, demonstrating that reasonable efforts to modify the specimen tree have been made, prior to removal of the specimen tree being approved. The design may include and justify the consideration of any necessary variances or waivers under chapter 20 of the City Code. The city may require root barriers as a mitigation measure to address future potential root damage concerns.

(3) *Relocate the existing specimen tree on-site.* The applicant shall submit documentation from an arborist certified by the International Society of Arboriculture, which conforms to industry standards and which includes an opinion regarding whether the specimen tree may be relocated on-site to a location that can accommodate the natural growth of the tree without significant harm to the tree. The relocation may include and justify the consideration of any necessary variances or waivers under chapter 20 of the City Code. The city may require root barriers as a mitigation measure to address future potential root damage concerns.

(4) *Alternative design and removal.* Before removal of the specimen tree may be approved, the applicant shall provide documentation that actions (1)(2) and (3) have been reasonably explored and are not feasible to preserve, modify, or relocate the existing specimen tree(s). Feasibility shall be determined by the city commission after evaluating the prepared alternate development plans and opinion of the

certified arborist that the specimen tree(s) cannot reasonably be preserved, modified, or relocated. The alternative development plans shall depict site constraints and design limitations due to the specimen tree(s). The alternate development plans shall also depict possible adjustments of building orientations and other proposed improvements; requests for variances and waivers to accommodate the specimen tree(s); reduction of developable area; and such other design alternatives for the site. The applicant bears the burden of proving it has exhausted feasible development plans to preserve existing specimen tree(s) in order to justify the removal of any existing specimen tree.

(5) *Extraordinary circumstances and hardships.* The applicant bears the burden of demonstrating that an extraordinary circumstance and hardship exists to justify the removal of a specimen tree is necessary and can not be preserved in its current location pursuant to the sequence of actions set forth in this subsection (b) and by utilizing the tree removal conditions set forth in subsection 5-4(b) of this chapter.

(6) *Waiver or variance permit fees.* City permit fees related to any waiver or variance application(s) submitted by an applicant under chapter 20 of the City Code, which are required to preserve the specimen tree(s) under this section, shall be waived by the city.

(7) *Tree replacement requirements.* Notwithstanding any other provision of this chapter, for each specimen tree permitted to be removed under this section, replacement of the lost tree canopy resulting from the removal of a specimen tree is imperative. The city may require up to twice the amount of canopy replacement trees or tree bank contribution required for replacement of each DBH protected tree in the category of sixteen (16) inches up to twenty-four (24) inches. Location of the replacement trees shall be on-site and determined by the applicant. If the replacement trees cannot be accommodated on-site because of insufficient planting area as determined by the city arborist, then the applicant shall be required by the city to either plant the replacement trees off-site at a location determined by the city or provide the replacement trees to the city so the city can plant the replacement trees off-site, or, as an alternative, shall provide the tree bank contribution to compensate for those replacement trees that cannot be accommodated on-site.

(8) *Appeal of city manager decisions.* Final permit decisions made by the city manager are subject to appeal to the city commission pursuant to subsection 5-16(b) of this chapter.

(c) *Historic tree incentives.* Property owners shall receive the following incentives if their property contains one (1) or more designated historic tree(s):

(1) Each historic tree will be placed on the city's register of historic trees which will contain any historical information about the tree, property owner(s) and its designation. A legal instrument will be prepared by the city attorney to be executed by the city and property owner and recorded against the land on which the tree is located for purposes of denoting the historic tree designation and protections afforded hereunder and to provide the city ingress and egress to conduct the inspections authorized by this section. Further, the property owner will be provided a small weather resistant ground emblem denoting the historic designation.

(2) With permission of the property owner, the city arborist will conduct a periodic inspection approximately every two (2) years of each historic tree in order to evaluate the health and well-being of each historic tree. Such inspection will be at no cost to the property owner.

(3) To the extent that a permit is required under this chapter to trim or maintain a historic tree, the fee shall be waived.

(4) Upon request of and with the permission of the property owner, the city arborist will conduct an inspection of the historic tree after a storm or other catastrophic event in which a historic tree has suffered significant damage.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2012-12, § 2, 9-10-12; Ord. No. 2016-03, § 3, 7-25-16; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-9. Tree replacement guidelines.

(a) *Tree replacement.* All trees that are removed or destroyed and subject to replacement by this chapter shall be replaced by a species of tree cited in appendix B, desirable trees, or cited in appendix C for approved streetscape canopy tree types for streetscape trees along S.R. 434 and Tuskawilla Road, or such other trees properly approved by the city arborist provided the replacement satisfies the minimum guidelines set forth in this chapter including, but not limited, size, not an invasive species, and Florida Grades and Standard One or better plant. Replacement shall occur prior to the issuance of a certificate of occupancy (if approval is pending) or within sixty (60) days of removal or destruction, whichever date is earlier, unless a greater replacement period is provided for good cause by permit.

(b) Criteria for replacement trees is as follows:

(1) *Characteristics of replacement trees.* Canopy trees are preferred replacement trees under this chapter. The replacement tree(s) shall have the maximum amount of potential shade canopy feasible and sustainable on the site as required by the city, but no less than at least equal shade canopy potential, screening properties, and/or other characteristics comparable to that of the tree(s) requested to be removed.

(2) *Size of replacement trees.* Replacement tree(s) are to be made according to the tree replacement standards set forth in Table 1 [at the end of this section]; or (2) otherwise agreed upon by the city commission and applicant.

(3) *Tree species.* Relocated or replacement trees shall include only species and sizes defined as desirable trees (Appendix B) under this chapter.

(4) *Transplanting and maintenance requirements.* All trees transplanted pursuant to this chapter shall be maintained in a healthy, living condition. Any such trees which die shall be replaced and maintained by the property owner. The city shall retain jurisdiction for one (1) year to ensure compliance with this chapter.

(5) *Waivers of replacement tree(s) specifications.*

a. *General waivers.* The number of required replacement trees may be waived by the city commission, if the city commission determines that the remaining number of trees to be preserved on site are of sufficient number and quality to substantially comply with the purpose and intent of this chapter and a tree replacement fee is paid to the city's "tree bank," which is hereby established. Monies collected in the tree bank shall be used for enhancement and maintenance of trees on public lands. The contribution to the tree bank may be waived by the city commission for individual homeowners, on a case-by-case basis, if the homeowner can demonstrate that the payment of the fee will cause the homeowner an undue economic hardship. Substitute tree(s) allowed under this waiver provision must have the approval of the city commission. The amount to be paid into the tree bank shall be set forth in Table 1 and should be based upon wholesale market value of the trees being replaced, plus installation and maintenance costs to establish the tree.

b. *Renewable resource waivers.* The tree replacement and tree bank requirements of this section shall not apply if a permit based on sections 5-4(b)(8) and 5-4(c)(4) is issued. If the permittee does not maintain and operate the permitted energy device for at least three (3) years, the permittee must replace the removed trees or pay a tree replacement fee to the city's tree bank as required by this section.

(6) *Replacement guidelines.* The following tree replacement guidelines shall apply:

a. All plant material specified shall be Florida Grades and Standard One (1) or better.

b. For each tree located within a public conservation area dedicated to the city or located within land(s) to be conveyed to the city as part of a development project, up to eight (8) replacement tree credits may be applied to the total number of trees required to be replaced by this chapter as an incentive to protect and preserve natural lands and the public tree canopy. The applicable tree replacement credits shall be determined in accordance with the table included in subsection (e) herein. However, the minimum tree requirement set forth in section 5-13 shall still apply. Such public conservation area or conveyed land(s) must be at least one (1) acre with widths not less than one hundred twenty-five (125) feet, unless otherwise approved by the city commission. In addition, trees approved by the city arborist to reforest such conservation or conveyed area shall also be applied to the replacement requirement on a two-for-one basis as an incentive to protect and preserve natural lands and the public tree canopy.

c. If the city commission determines, due to site conditions or configuration, it is impossible or impracticable for the applicant/developer to meet the requirements for tree replacement, under this subsection, the city commission may allow the applicant/developer to pay into the city's "tree bank" the amount it would have spent on replacement trees.

d. Tree replacement credit above the 1:1 standard replacement requirement shall be allowed for the installation of preferred canopy trees and plants that are specifically listed in appendix B: desirable trees and appendix C: approved streetscape canopy tree types for streetscape trees along S.R. 434 and Tuskawilla Road, provided the desirable tree is listed with an additional replacement credit score of above 1:1.

e. In addition, for new development projects, tree replacement credit shall be allowed for the preservation of existing desirable trees on the development site, excluding existing conservation areas, as follows:

DBH of Preserved Tree	Reduction in Replacement Trees
4" up to but not including 9"	1 credit
9" up to but not including 12"	2 credits
12" up to but not including 16"	3 credits
16" up to but not including 24"	4 credits
24" and above, Non-Specimen tree	6 credits
Specimen and historic trees	0 credits, unless otherwise agreed by the city for extraordinary efforts and commitments made to preserve a specimen or historic tree up to a maximum of 8 credits per tree

f. Trees planted under a power line shall not exceed a mature height of twenty-five (25) feet unless otherwise prohibited by the electric utility or law.

g. Diversity of species shall be required for replacement trees and not more than twenty (20) percent of the replacement trees shall be of a single species unless an alternative landscape plan is approved by the city commission.

h. All landscape plans shall be prepared by a landscape architect licensed by the state, unless the city determines the proposed landscaping or tree removal has a de minimis impact on the property.

(c) *Replacement cost.* The property owner shall be responsible for the cost of replacing the trees removed from their property.

(d) *Elimination of undesirable trees and shrubs.* The natural vegetative communities existing within the city shall be protected by the control and elimination of invasive, nonnative species. To that end, the following guidelines shall apply:

(1) Planting of trees and shrubs listed in Appendix A, Undesirable Trees, is prohibited.

(2) Removal of trees and shrubs listed on Appendix A, Undesirable Trees, from commercial, office, industrial, or multifamily sites (excluding jurisdictional wetlands) shall be completed, whenever practicable, as a requirement for approval of any development permit issued by the city or the issuance of a certificate of occupancy if applicable.

(3) Control and elimination procedures shall in no way promote the proliferation of the species through the dispersal of seed or other vegetatively reproducing parts.

(4) Control and elimination procedures shall in no way harm or cause the decline of preserved or planted trees and landscaping.

(e) *Limited exception for existing single-family lots.* Notwithstanding any other tree replacement standard set forth in this section, a tree removal permit for a single tree shall be granted, as a matter of right without replacements required, for each existing single family home lot, provided the city arborist determines that:

(1) The tree is not a specimen or historic tree;

(2) The tree canopy covering the pervious portion of the lot after removal of the tree will be greater than fifty (50) percent; and

(3) A permit under this subsection (e) had not been granted during the preceding ten-year period.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2010-04, § 2, 3-8-10; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2020-03, § 2, 7-13-20; Ord. No. 2022-10, § 2, 9-12-22)

TABLE 1. TREE REPLACEMENT STANDARDS

DBH of Protected Tree	Number of Replacement Canopy Trees Required for Each Tree Removed		Number of Replacement Small Trees or Palms Required for Each Tree Removed		Desirable Plant		Contribution to Tree Bank*
4' up to but not including 9"	1	or	1	or	Desirable plant(s) w/credits	or	$300.00
9" up to but not including 12"	2	or	2	or	Desirable plant(s) w/credits	or	$600.00
12" up to but not including 16"	3		Not allowed	or	Desirable plant(s) w/credits	or	$900.00

16" up to but not including 24"	4		Not allowed	or	Desirable plant(s) w/credits	or	$1,200.00
>24" or greater, Non-Specimen	6		Not allowed	or	Desirable plant(s) w/credits	or	$1,500.00
>24" or greater, Specimen	See section 5-8		Not allowed		See section 5-8		See section 5-8
* These amounts may be adjusted biannually to compensate for increases to costs of plants as well as to costs of installation and establishment.							

(Ord. No. 2016-03, § 4, 7-25-16; Ord. No. 2020-03, § 2, 7-13-20; Ord. No. 2022-10, § 2, 9-12-22)

Sec. 5-10. Prohibitions.

(a) *Placement of materials, machinery, or temporary soil deposits.* It shall be unlawful to place material, machinery, or temporary soil deposits within the tree protection zone before or during construction. Before or during construction the builder shall erect and maintain suitable protective barriers around all trees to be preserved. Upon written request, the city arborist, on a case by case basis, may allow material or temporary soil deposits to be stored within the protective barrier if no other storage is available.

(b) *Climbing spurs.* It shall be unlawful to use climbing spurs or other similar device to aid in the climbing of a live tree, where such device causes the puncture or tears the bark of the tree.

(c) *Tree spiking.* It shall be unlawful to introduce any type of poison or reactive material to a tree for the purpose of causing it to die or become diseased.

(d) *Structure and pavement location.* It shall be unlawful to place any structure or impervious paving within eight-foot radius of any tree trunk or stem having a DBH of four (4) inches or more at caliper.

(e) *City trees.* It shall be unlawful to trim, prune, or remove any city tree without the permission of the city evidenced by the appropriate permit.

(f) *Attachments*. It shall be unlawful to attach anything to a tree or stem, including nails or spikes, having a DBH of four (4) inches or more, other than protective wires, braces or other similar noninjurious materials.

(g) *Cut and fill guidelines.* It shall be unlawful to remove or add any material or ground within the tree protection zone unless otherwise permitted by the arborist.

(h) *Encroachment of the dripline.* During the construction stage of development, the developer or property owner shall not cause or allow land clearing, the use of heavy equipment or material within the dripline of any tree or groups of trees to be retained. Neither shall the developer cause or allow the disposal of waste material such as paint, oil, solvents, asphalt, concrete, mortar or any other material harmful to the life of a tree within the dripline of any tree or groups of trees, or where planting beds are to be situated.

(i) *Girdling, shearing, hat racking, topping or poodle trimming of trees (lollipop), lions-tailing, pollarding of Trees.* Trees intended for shade purposes shall be allowed to reach their mature canopy spread. It shall be unlawful to engage in excessive pruning techniques on trees intended for shade purposes. Excessive shearing, pruning or shaping shall only be allowed with a permit by demonstrating necessity or without a

permit in times of emergency only. The following are deemed unlawful excessive pruning techniques which are prohibited on shade trees:

(1) *Lions tailing*: The improper practice of removing most secondary and tertiary branches from the interior portion of the canopy leaving most live foliage at the edge of the canopy.

(2) *Topping, hatracking, stag heading, de-horning, lopping, and rounding over*: the improper practice of reducing tree size by making heading cuts through a stem more than two (2) years old; a pruning practice that destroys tree architecture and serves to initiate discoloration and perhaps decay in the cut stem.

(3) *Pollarding*: The pruning technique that removes sprouts back to the same location annually or biannually maintaining a tree to a specific height.

(4) *Shearing*: A pruning technique which is typically accomplished with cuts made through wood less than a year old at the sides of the canopy to create uniform dense canopies.

(5) *Poodle trimming*: Combines shearing and removing lower limbs to create tree forms that look like a "lollipop."

(j) *Construction near adjacent property.* Walls, structures, and pavement shall not be constructed in any way which will result in damage to roots within the tree protection zones of trees located on adjacent properties.

(k) *Destruction.* It shall be unlawful to destroy a tree unless authorized under this chapter.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-11. City trees; care and maintenance.

(a) The city manager in consultation with the city's arborist is responsible for the care, maintenance and protection of city trees. The city manager will make reports and requests for funds for the maintenance and protection of city trees to the city commission as necessary to comply with the spirit and intent of this chapter.

(b) Property owners must submit a complete permit application to the city arborist to request written permission by the city manager or city commission to remove, alter or trim any city tree. Any approved removal, alteration or trimming will be determined at the city's sole discretion, and if the requested activity is permitted by the city, it must be performed by a contractor licensed under this chapter. Property owners failing to obtain the permission required hereunder for removing, altering or trimming city trees shall be deemed a violation of this chapter under subsection 5-10(e). In addition, property owner may also be liable to the city for any city tree removed or damaged in violation of any applicable terms and conditions set forth in any easement or development agreement.

(Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-12. Permit contents; expiration; removal after expiration of permit.

(a) *Permit contents.* The tree removal permit, when issued, shall specifically identify which trees shall be permitted to be removed. The removal permits merely authorize the removal of the trees specified therein. Nothing in this chapter shall be construed to require the removal of such trees by the permittee.

(b) *Permit expiration.* Permits issued under this chapter shall expire and become null and void if work authorized by such permit is not commenced within one hundred eighty (180) days from the date of the permit, or if work is commenced and suspended or abandoned at any time for a period of one hundred eighty (180) days.

However, if the permit is issued in conjunction with and in furtherance of a development permit approved by the city commission or building permit issued by the building official, the permit will expire at such time the development permit or building permit expires.

(c) *Restrictions on tree removal after permit expiration.* Trees not removed during the life of the permit may not be removed without the issuance of a new permit based upon a new application.

(d) *Permit display.* The permit shall be located and maintained upon the site at all time until final inspection or until issuance of a certificate of occupancy if applicable. For new developments, the permit shall be attached to the "posting board" with other permits. For existing developments and existing single-family residences, the permit shall be displayed so as to be easily visible from the street.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-13. Minimum tree requirement.

No certificate of occupancy shall be issued on the types of construction indicated below unless the underlying parcel has at least the required minimum number of approved trees:

(a) Any new single-family or duplex dwelling unit on a lot of less than six thousand (6,000) square feet or greater: not fewer than two (2) trees.

(b) Any new single-family or duplex dwelling unit on a lot equal to six thousand (6,000) square feet: not fewer than two (2) trees plus one (1) additional tree for each four thousand(4,000) square feet over six thousand (6,000) square feet.

(c) Any commercial, industrial, multi-family or other structure requiring site plan approval under the city land development regulations: no fewer than six (6) trees or four (4) trees per acre, whichever is greater.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03)

Sec. 5-14. Tree protection during development and construction; periodic inspection.

(a) *Restrictions during construction.* It shall be unlawful for any person, during the construction of any structures or other improvements, to place solvents, petroleum products, paint or masonry materials, construction machinery or temporary soil deposits within the dripline of any tree for which a tree removal permit is required but has not been obtained. This provision includes soil that is placed in the dripline permanently for the purpose of a grade change, unless the grade is changed according to the guidelines described in the *Florida Division of Forestry, Department of Agriculture and Consumer Services Publication, Tree Protection Manual for Buildings and Developers.*

(b) *Burden of tree protection on property owner.* It shall be the responsibility of a property owner and their agents to ensure that any tree shown on the tree inventory for which a tree removal permit has not been obtained is to be protected. The property owner shall guarantee survival of retained trees and replacement trees for one (1) year from completion of permitted construction, unless a greater time period is required by development agreement. If a retained or replacement tree dies during that time period, the property owner shall replace the tree in accordance with a remedial action approved under section 5-17 of this chapter.

(c) *Protective barriers and signage required.* Protective barriers shall be installed prior to construction around every tree or group of trees to be preserved. Waterproof, rigid "protection zone area" signs, as shown on appendix D: tree protection area signage and not smaller than two (2) feet by three (3) feet shall be posted at one hundred-foot increments along the protective barriers. Should a private party fail to install the required tree protection barrier, the city reserves the right to install the required tree protection barrier and

charge the private party conducting the work for the city's materials and labor associated with the installing of the barricade. A sample tree protection barricade is set out below.

(d) *Site inspections.* The city arborist may conduct periodic inspections of the site. It is the responsibility of the property owner and their agents to ensure that all provisions of this chapter are met.

(e) *Adjacent properties.* The property owner and their agents shall ensure that the tree protection zones of trees located on adjacent properties are protected as required by this chapter for trees located on the site being developed.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-15. Voluntary tree planting.

This chapter shall not be interpreted to restrict, regulate or limit the voluntary planting of any tree within the city. The provisions of this chapter govern only the planting of trees which are required to be planted or retained under this chapter. Trees or plants planted in the city's rights-of-way are subject to removal or trimming by the city at any time.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03)

Sec. 5-16. Waivers; incentive program and appeals.

(a) *Waivers*. The city commission may grant a waiver to provisions of this chapter where the applicant demonstrates that the literal interpretation of the chapter will deny the applicant reasonable use of the property or where such waiver can be demonstrated to be consistent with the purpose and intent of the chapter. The preservation of any approved tree over four (4) inches in DBH may be considered as the basis for the granting of a waiver from the literal application of the provisions of the city's land development regulations. If, in the determination of the city commission, the sole basis for the request for waiver is to preserve such tree which would otherwise have to be removed, it may direct any required waiver fee to be waived.

(b) *Appeals.* Appeals of an administrative interpretation of this chapter by the city arborist may be made to the city manager by filing a written notice of appeal of said interpretation within ten (10) calendar days of said interpretation. Only the property owner where the interpretation is specifically applicable or affected contractor may file such an appeal. The city manager shall decide said appeal within five (5) business days. Any such property owner or contractor adversely affected by an administrative decision of the city manager under this chapter may appeal that interpretation to the city commission by filing a written notice of appeal of said interpretation within thirty (30) calendar days of said interpretation. Failure to file an appeal within the time periods required by this subsection shall result in the administrative interpretation to be declared final and shall be deemed a waiver of the person's right to further appellate review and proceedings. The city commission shall decide said appeal within thirty (30) days of the city's receipt of said notice of appeal and the city commission's decision shall be final. Except for the mandatory time periods required for the notice of appeal, the time periods required for a decision may be extended by mutual agreement between the city and the property owner filing the notice of appeal. Notwithstanding the aforesaid, the city manager and city commission may review any decision regarding trees and land clearing on public property or city trees sua sponte, and such decisions are not a quasi-judicial decision and not appealable. The city retains sovereign immunity in all decisions related to trees and land clearing on public property and as otherwise provided by law.

(c) *Incentive program.* The city commission reserves the right to offer and approve incentives for purposes of protecting and preserving mature trees and planting enhanced landscaping. Such incentives shall have a public benefit and may include, but are not limited to, varying provisions of the city's land development regulations (e.g. reduced parking; modified setbacks) and providing credits to city development fees. Any incentives granted under this subsection shall be consistent with the comprehensive plan and shall be by development agreement or other formal approval.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-17. Remedial action.

(a) *Violations require remedial action.* Where violations of this chapter have occurred, remedial action shall be taken to restore the property consistent with a restoration plan approved by the city arborist or the city commission if the violation is inconsistent with plans, permits, or agreements approved by the city commission. The restoration plan may require mitigation of any other damage to the property, as well as tree replacements.

(b) *Tree replacement remediation requirements.* Each tree destroyed or receiving major damage during construction must be replaced by either a comparable size and desirable type of tree as listed within appendix B or providing a contribution to the tree bank equal to four (4) times the contribution listed on table 1. tree replacement standards (following section 5-9) or planting four (4) desirable trees or plants listed within appendix B before issuance of a certificate of occupancy or certificate of completion.

(c) *Property owner to guarantee survival of replaced trees.* The property owner shall guarantee the survival of the trees required to be placed under subsection (b) above for a period of two (2) years from the date the certificate of occupancy or certificate of completion is issued, unless a greater time period is required by development agreement. Such guarantee shall include maintaining regular and appropriate irrigation or water source such as watering bags necessary to adequately sustain the well-being and survival of the replacement trees. If the replacement tree dies, the tree shall be replaced in accordance with this section.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2011-16, § 2, 2-27-12; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-18. Enforcement; penalties.

(a) *Enforcement.* The city may enforce the provisions of this chapter by any lawful means including, but not limited to, issuing a civil citation, bringing charges before the city's code enforcement board or special magistrate, and seeking injunctive and equitable relief. For purposes of determining the penalties provided under this chapter, the removal or death of a tree in violation of this chapter shall be deemed irreparable or irreversible.

(b) *Penalties.* In addition to all other remedies set forth in this chapter or any applicable agreement between the city and a property owner, one (1) or more of the following civil fines shall apply to violations of this chapter:

(1) *Failure to obtain a permit under subsection 5-4(a):* Fine of two hundred fifty dollars ($250.00) per tree or five hundred dollars ($500.00) per specimen or historic tree removed, or five hundred dollars ($500.00) per quarter acre of land cleared, whichever is greater, not to exceed five thousand dollars ($5,000.00). The fine under this subsection is in addition to the fine provided in subsection (2) or (3) for removal of tree without a permit.

(2) *Removal of a tree without a permit:* Fine of fifty dollars ($50.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree.

(3) *Removal of a specimen or historic tree without a permit:* Fine of one hundred dollars ($100.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree.

(4) *Failure to abide by a cease and desist order issued under this chapter:* Fine of five hundred dollars ($500.00) per day.

(5) *Failure to obtain a contractor's license under subsection 5-4(e):* Fine of two hundred fifty dollars ($250.00) (first offense); five hundred dollars ($500.00) (second and each subsequent offense). In addition, if a contractor continues to engage in work without a contractor's license under this chapter in violation of a written cease and desist issued by the city, the penalty for failure to obtain a contractor's license under this subsection shall be increased two hundred fifty dollars ($250.00) per day for continued activity without a license after the cease and desist was issued.

(6) *Failure to abide by the requirements of section 5-10 of this chapter:* Fine of two hundred fifty dollars ($250.00) per occurrence.

(7) *Any other violation of this chapter:* Fine as provided by law and this chapter.

(c) *Civil fine determination.* In determining the amount of the civil fine under subsection (6) above, the following factors shall be considered:

(1) The gravity of the violation.

(2) Any actions taken by the violator to correct the violation.

(3) Any previous violations of this chapter committed by the violator.

(4) The number and size of the trees removed, if any.

(5) The historical significance of any tree removed if the tree was deemed historic.

(6) Whether the violation is irreparable or irreversible in nature.

(7) The remedial actions offered by the violator to restore the property consistent with this chapter.

(8) Whether the violation was willful and intentional or in violation of an express provision of an agreement in which applicable rights were provided to the city.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03; Ord. No. 2015-22, § 6, 10-26-15; Ord. No. 2020-03, § 2, 7-13-20)

Sec. 5-19. Authorization to adopt rules and regulations and fees for implementation.

The city commission is hereby authorized to adopt, by resolution, such rules and regulations and fees as are necessary or proper to implement this chapter.

(Ord. No. 2002-08, § 2, 4-8-02; 2003-22, § 2, 10-13-03)

APPENDIX A
UNDESIRABLE TREES

Common Name	Botanical Name
Mimosa, silk tree	*Albizia julibrissin*
Woman's tongue	*Albizia lebbeck*
Orchid tree	*Bauhinia variegata*

Bischofia	*Bischofia javanica*
Carrotwood	*Cupaniopsis anacardioides*
Australian pine	*Casuarina litorea (=C. equisetifolia)*
Suckering Australian pine	*Casuarina glauca*
Camphor tree	*Cinnamomum camphora*
Laurel fig	*Ficus nicrocarpa*
Glossy privet	*Ligustrum lucidum*
Chinese privet, hedge privet	*Ligustrum sinense*
Melaleuca, paper bark	*Melaleuca quinquenervia*
Chinaberry	*Melia azedarach*
Catclaw mimosa	*Mimosa pigra*
Strawberry guava	*Psidium guajava*
Guava	*Psidium Montana (=P. littorale)*
Downy rose-myrtle	*Rhodomyrtus tomentosa*
Popcom tree, Chinese tallow tree	*Sapium sebiferum*
Schefflera, Queensland umbrella tree	*Schefflere actinophylla (=Brassaia actinophylla)*
Brazilian pepper, Florida holly	*Schinus terebinthefolius*
Tung-oil tree	*Aleurites fordii*
Paper mulberry	*Broussonctia papyrifera*
Australian pine	*Casuarina cunninghamiana*
Indian rosewood, sissoo	*Dalbergia sissoo*
Ear-pod tree	*Enterolobium contortisilquum*
Goldenrain tree	*Koelreuteria elegans*
Lead tree	*Leucaena leucocephala*
Senegal date palm	*Phoenix reclinata*
Castor bean	*Castor bean*
Rose-apple	*Syzygium jambos*

(Ord. No. 2002-08, § 2, 4-8-02; Ord. No. 2003-22, § 2, 10-13-03)

APPENDIX B
DESIRABLE TREES

Common Name	Botanical Name	Replacement Plant and Tree Size/Minimum Height	Replacement Credits	Notes
Canopy Trees				
Bald cypress	Taxodium distichum	25 gal.; 10' min. hgt.	2:1	30—70' mature height, deciduous, bronze fall color,

				chartreuse spring color
Bald cypress	Taxodium distichum	65 gal.; 14' min. hgt.	3:1	
Chinese elm (Drake)	Ulmus parviflora	30 gal.; 10' min. hgt.	1:1	Medium tree, evergreen, attractive bark, fine texture
Florida elm	Ulmus americana floridana	30 gal.; 7' min. hgt.	3:1	60—70' mature height, deciduous, long living shade tree
Live oak	Quercus virginiana	30 gal.; 10' min. hgt.	2:1	100—150' mature height, majestic spread, evergreen, long-lived
Live oak	Quercus virginiana	65 gal.; 12' min. hgt.	4:1	
Live oak	Quercus virginiana	FG; 4.5" min. caliper	5:1	
Longleaf pine	Pinus palustris	30 gal.; 9' min. hgt.	3:1	80—125' mature height, high branching
Pignut hickory	Carya glabra	30 gal.; 9' min. hgt.	2:1	40—80' mature height, kernel inside nut is edible, shade tolerant
Red maple	Acer rubrum	30 gal.; 10' min. hgt.	2:1	50—120' mature height, red spring flowers, orange-red fall color
Red maple	Acer rubrum	65 gal.; 12' min. hgt.; 3" caliper	4:1	
Red maple	Acer rubrum	FG; 4" caliper	4:1	
Sand live oak	Quercus geminata	FG; 3" min. caliper	5:1	Small to medium sized tree, dark green leaves, asymmetric form
Slash pine	Pinus elliottii	30 gal.; 9' min. hgt.	3:1	80—125' mature height, high branching
Southern magnolia	Magnolia grandiflora	30 gal.; 8' min. hgt.	3:1	60' mature height, large glossy leaves, showy white flowers
Southern magnolia	Magnolia grandiflora	65 gal.; 10' min. hgt.	4:1	
Southern magnolia	Magnolia grandiflora	FG; 12' min. hgt.; 2.5" cal	5:1	

Sugarberry, hackberry	Celtis laevigata	30 gal.; 8' min. hgt.	2:1	60—80' mature height, fruit attracts birds, large graceful form, prefers moist soils, soft wood
Sweetbay	Magnolia virginiana	FG; 10' min. hgt.	3:1	60' mature height, creamy white flowers, seed cone with bright red seeds, evergreen leaves with whitish undersides, prefers wet soils
Sweetgum	Liquidambar styraciflua	30 gal.; 10' min. hgt.	3:1	60—120' mature height, yellow fall color, deciduous, seeds in spiny bals
Sycamore	Platanus occidentalis	30 gal.; 10' min. hgt.	3:1	80—100' mature height, varicolor bark, golden fall color, deciduous
Water oak	Quercus nigra	30 gal.; 10' min. hgt.	2:1	95' mature height; dull, bluish green foliage; shade tree
Winged elm	Ulmus alata	30 gal.; 10' min. hgt.	3:1	50—80 feet mature height, corky winged bark; rusty fall color
Understory Trees				
Camelia	Camelia spp.	FG; 8' min height	2:1	Showy spring flowers
Carolina willow	Salix caroliniana	15 gal.; 6' min. hgt.		20—30' mature height, good for erosion control, soft green foliage, black ridged bark, prefers moist to wet soils
Chapman oak	Quercus chapmanii	15 gal.; 4' min. hgt.		Small tree, evergreen, prefers well-drained soils
Chickasaw plum	Prunus angustifolia	30 gal.; 6' min. hgt.	3:1	Small spreading trees, armed, white flowers before leaves emerging in spring
Crape myrtle	Lagerstroemia	30 gal.; 8' min. hgt.; standard	1:1	Showy flowers, evergreen

Devils-walking-stick	Aralia spinosa	15 gal.; 5' min. hgt.		15-20' mature height, umbrella-like crown, large white flower clusters, spines, spreads freely
Florida anise tree	Illicium floridanum	15 gal.; 40" min. hgt.		20' mature height, maroon-red flowers prefers moist soils, compact and dense form
Flowering dogwood	Comus florida	FG; 3.5" min. caliper	3:1	20—30' mature height, showy white spring bracts, red autumn color
Fringe tree	Chionanthus virginicus	30 gal.; 6' min. hgt.		20—30' mature height, upright branches forming dome shape, white delicate flower golden fall color
Hercules-club, pricklyash	Zanthoxylum clava-herculis	15 gal.; 5' min. hgt.		Small armed tree, deciduous
Japanese privet	Ligustrum japonicum	30 gal.; 6' min. hgt.	2:1	15' mature height, evergreen, upright spreading form
Little Gem magnolia	Magnolia grandiflora "Little Gem"	30 gal.; 7' min. hgt.	3:1	20—25' mature height, showy white fowers dark green glossy leaves
Little Gem magnolia	Magnolia grandiflora "Little Gem"	65 gal.; 10' min. hgt.	4:1	
Loquat	Eriobotrya japonica	30 gal.; 8' min. hgt.	2:1	Medium tree, evergreen, dark gree foliage, dark yellow fruits, fruits edible
Musclewood, American hornbeam	Carpinus caroliniana	15 gal.; 6' min. hgt.	2:1	Small tree, deciduous, prefers moist to occassionaly wet soil prefers shade to partial shade, trunks "muscle-like"

Myrtle oak	Quercus myrtifolia	15 gal.; 5' min. hgt.	2:1	Small, scrubby trees evergreen, prefers drier soils
Podocarpus, Nagi	Podocarous nagi	15 gal.; 6' min. hgt.		40' mature height, strongly upright, symmetrical branching, evergreen, dark green foliage
Podocarpus, Yew	Podocarpus macrophyllus	15 gal.; 6' min. hgt.		50' mature height, evergreen, compact, foliated to ground, dark green foliage
Red mulberry	Morus rubra	15 gal.; 6' min. hgt.		Small tree, large leaves, edible fruits, attracts birds
Redbud	Cercis canadensis var. canadensis	15 gal.; 6' min. hgt.	2:1	20—35' mature height, rosy purple spring flowers, deciduous, high branching, sensitive to auto pollutants
Redbud	Cercis canadensis var. canadensis	30 gal.; 8' min. hgt.	3:1	
Rusty lyonia, staggerbush	Lyonia ferruginea	15 gal.; 6' min. hgt.		20—25' mature height, rusty colored new growth, evergreen, crooked and asymmetric form
Silverthorn	Elaegnus pungens	15 gal.; 6' min. hgt.		20' mature height; sprawling, weeping form; leaves with silvery undersides
Southern red cedar	Juniperus silicicoia	30 gal.; 7' min. hgt.	3:1	25' mature height, evergreen with reddish-brown bark, prefers neutral soils symmetrical when young, often asymmetric and windswept with age
Sparkleberry	Vaccinium arboreum	15 gal.; 5' min. hgt.		20—30' mature height, red fall color, deciduous

Sweet/Tea Olive	Osmanthus fragrans	15 gal.; 5' min. hgt.	1:1	20' mature height, evergreen, open, foliage restricted to branch tips
Tabebuia	Tabebuia spp.	30 gal.; 10' min. hgt.	1:1	Height variable, not strongly frost hardy
Titi	Cyrilla racemiflora	15 gal.; 5' min. hgt.		15—30' mature height, prefers acid to very acid soils, prefers moist to wet soils, wide spreading branches, white racemes of flowers in early summer
Tortulosa juniper	Juniperus chinensis "Tortulosa"	25 gal.; 7' min. hgt.	1:1	
Tough bumelia	Bumelia tenax	15 gal.; 5' min. hgt.		Small tree, coppery leaf undersides, scrubby form
Turkey oak	Quercus laevis	15 gal.; 5' min. hgt.		20—30' mature height, copper fall color; deeply lobed leaves, prefers sandy, well-drained soils
Walter's viburnum	Vibumum obovatum	25 gal.; 7' min. hgt.; standard	2:1	12—20' mature height, white spring flower clusters, prefers moist to wet soils
Weeping willow	Salix babylonica	30 gal.; 10' min. hgt.	1:1	15—25' mature height, draping linear leaves
Wild olive	Osmanthus americanus	15 gal.; 5' min. hgt.		15—25' mature height, olive-green foliage, beautiful shape in light shade to sun
Palms				
Cabbage palm	Sabal palmetto	15' min. hgt.; clear trunk	2:1	50—80' mature height, long lived
Cabbage palm	Sabal palmetto	18' min. hgt.; clear trunk	3:1	
Canary Island date palm	Phoenix canariensis	30 gal.; 7' min. hgt.	1:1	60' mature height, diamond patterned

				trunk, evergreen, feather-like fronds
Date palm	Phoenix dactylifera	FG; 10' min. hgt.; clear trunk	1:1	80' mature height, pinnate leaves to 10' long, grey-green color
European fan palm	Chamaerops humilis	15 gal.; 3' min. hgt.; multiple	1:1	15' mature height, palmate fronds, gray-green color
Needle palm	Rhapidophyllum hystrix	25 gal.; 4' min. hgt.; triple	5:1	3-8' mature height, prefers moist soil, evergreen, palmate fronds, declining native species
Pindo palm	Butia capitata	25 gal.; 6' min. hgt.	1:1	20' mature height, pinnate fronds fine texture, blue-green color
Pygmy date palm	Phoenix roebelenij	25 gal.; 5' min. hgt.; triple	1:1	8' mature height
Washington palm	Washingtonia robusta	25 gal.; 7' min. hgt.	1:1	60' mature height, palmate leaves, rapid growth, develops "shag" of hanging dead fronds, good as avenue tree
Washington palm	Washingtonia robusta	65 gal.; 10' min. hgt.	1:1	
Windmill Palm	Trachycarpus fortunei	25 gal.; 5' min. hgt.	1:1	20' mature height, palmate fronds, gray-green color
min. hgt. = minimum height				
min. caliper = minimum caliper				
gal. = gallon				
FG = field grown				

(Ord. No. 2002-08, § 2, 4-8-02; Ord. No. 2003-22, § 2, 10-13-03; Ord. No. 2020-03, § 2, 7-13-20)

APPENDIX C:
APPROVED STREETSCAPE CANOPY TREE TYPES FOR STREETSCAPES ALONG S.R. 434 AND TUSKAWILLA ROAD

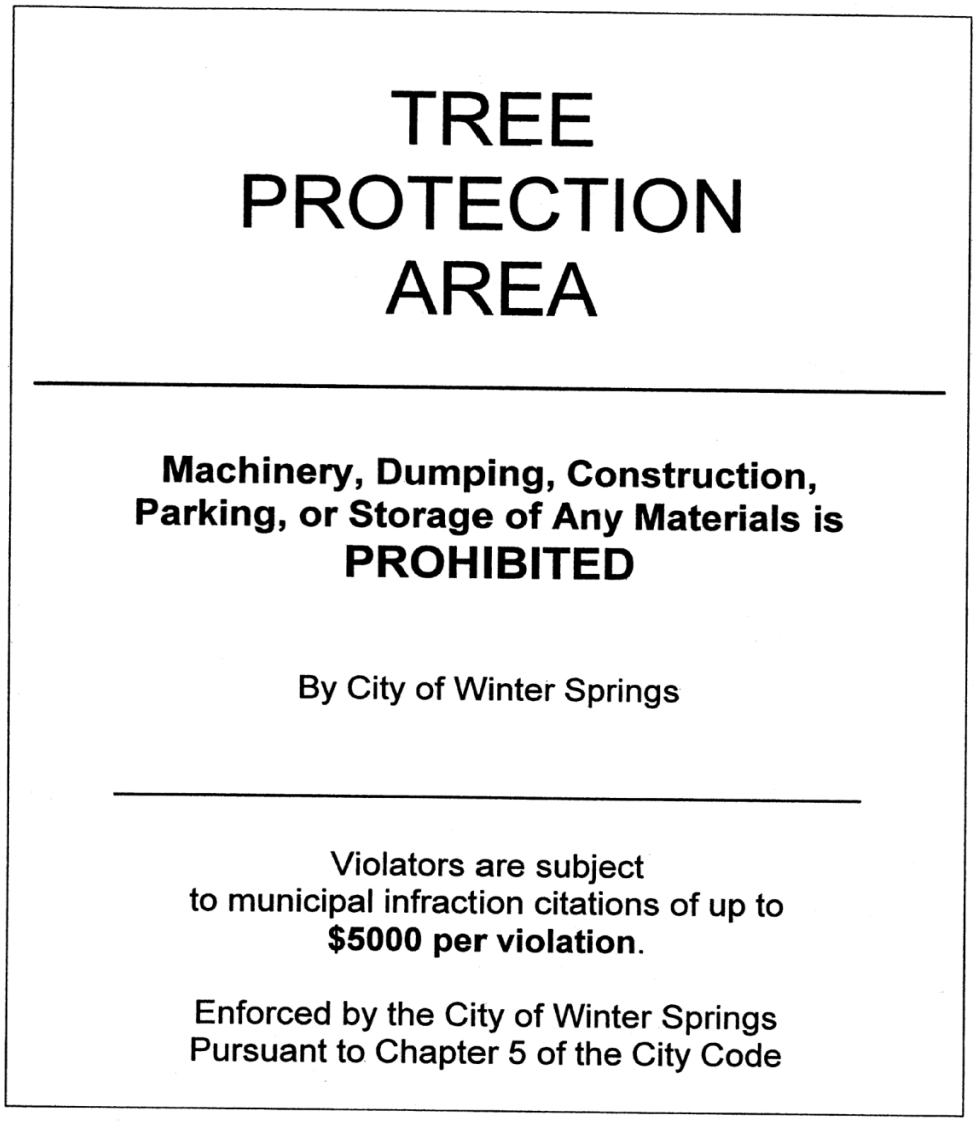
Canopy Trees		
Common Name	Botanical Name	Required Specs
Live Oak	Quercus Virginiana	4-inch caliper at DBH
Sycamore	Plantanus Occidentalis	3.5-inch caliper at DBH
Red Maple	Acer Rubrum	3-inch caliper at DBH
Southern Magnolia	Magnolia Grandiflora	3-inch caliper at DBH
Drake Elm	Ulmus Parvifolia Sempervirons "Drake"	3-inch caliper at DBH
Winged Elm	Ulmus Alata	3-inch caliper at DBH

Understory Trees		
Common Name	Botanical Name	Required Specs
Tree Ligustrum	Ligustrum Japonicum	8 ft. x 8 ft. spread
Crape Myrtle	Lagerstoremia Indicia	12 ft. multi or standard
Redbud	Cercis Canadensis	12 ft. height
Tabebuia	Tabebuia Spp.	12 ft. height

The city manager or designee reserves the right to approve or deny a proposed tree selection from the approved streetscape tree listings, pursuant to section 20-605 of the City Code.

(Ord. No. 2002-08, § 2, 4-8-02; Ord. No. 2020-03, § 2, 7-13-20)

APPENDIX D
TREE PROTECTION AREA SIGNAGE



Tree Protection Area Signage

The sign shall be made of rigid material such as wood, metal or durable plastic. Non-rigid materials such as paper, cardboard, cellophane or foil are not acceptable. The sign shall be two (2) feet wide by three (3) feet long.

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REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | AUGUST 25, 2025 REGULAR MEETING

TITLE

Defund Elected Official's Tuition for Leadership Seminole

SUMMARY

Commissioner Diaz has requested the addition of this item to amend the proposed budget to prohibit taxpayer-funded attendance to Leadership Seminole for elected officials. This proposal does not impact staff's ability to attend as a professional development expense and opportunity.

FUNDING SOURCE

The Proposed Budget includes $4,000 for one elected official to attend Leadership Seminole in G/L 001-12-1100-555540 Dues/Reg/Pub

RECOMMENDATION

Discuss Commissioner Diaz's proposal and take whatever action the Commission deems pertinent.

REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | AUGUST 25, 2025 REGULAR MEETING

TITLE

Remove UCF Incubator Program Funding

SUMMARY

Commissioner Diaz requested this item to discuss eliminating the $75,000 allocation to the UCF Business Incubator located in Winter Springs. Commissioner Diaz notes that UCF is already publicly funded and is located in another county.

The City of Winter Springs entered into an Economic Development Agreement with the UCF Incubator that was executed October 31, 2024 after approval by the City Commission at their October 14, 2024 meeting. This agreement pledged $75,000 per year for a term of three (3) years but states, "The City may also terminate this Agreement if the City Commission elects, at its sole discretion, during the City' s annual budget adoption proves not to budget and appropriate the annual installment payment required under Section 4.0..."

FUNDING SOURCE

$75,000 is currently included in the FY26 Proposed Budget for the UCF Incubator Program in General Government G/L 001-19-1900-580852 - Private Organizations pursuant to the Economic Development Agreement.

RECOMMENDATION

Discuss Commissioner Diaz's proposal and take whatever action the Commission deems pertinent.

REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | AUGUST 25, 2025 REGULAR MEETING

TITLE

Reduce/Eliminate Duplicative Communications & Promotional Spending

SUMMARY

Commissioner Diaz requested this item be included on the agenda to consider consolidating and scaling back video production and narrative-style messaging across departments and to direct that remaining resources focus solely on transparency and statutory communications.

FUNDING SOURCE

RECOMMENDATION

Discuss Commissioner Diaz's proposal and make any decision the Commission deems pertinent.

REGULAR AGENDA ITEM 504

CITY COMMISSION AGENDA | AUGUST 25, 2025 REGULAR MEETING

TITLE

Matters Related to 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:

- **Code Enforcement Board**
  - Seat Five: Term Expires July 31, 2028

FUNDING SOURCE

RECOMMENDATION

Staff requests the vacancy on Seat Five of the Code Enforcement Board be filled by Commissioner Caruso.

REGULAR AGENDA ITEM 505

CITY COMMISSION AGENDA | AUGUST 25, 2025 REGULAR MEETING

TITLE

New Business

SUMMARY

Pursuant to Sec 2-27 (c)(2) of the City Code, "Unless otherwise determined by the city commission, each regular agenda shall include a new business section, placed in the order on the agenda approved by the city commission, which provides the mayor, any city commissioner, city manager or city attorney an opportunity to briefly introduce new issues not on the agenda solely for the purpose of requesting that the city commission direct the city manager to further evaluate and prepare the item for placement on a future agenda as a commission- directed item. 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 other than deciding whether the item should be placed on a future agenda.

Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4)."

FUNDING SOURCE

RECOMMENDATION

N/A