



CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, OCTOBER 14, 2019 AT 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. Seminole County Property Appraiser David Johnson to provide a Presentation related to current market and trends.
101. Presentation of Lifesaving Awards to Officer Kyle Harrop, Officer Jesus Hilerio, Officer Jacob Holcomb, Officer Christopher Roland, and Sergeant Shaun Philbrook.
102. Presentation from the Winter Springs Performing Arts Center

INFORMATIONAL AGENDA

[200.](#) Current Development Projects Update

Attachments: [Current Projects Map](#)

[201.](#) Consideration for Merging Bicycle and Pedestrian Advisory Committee With Parks and Recreation Advisory Committee

Attachments: None

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.](#) Interlocal Agreement Between the Seminole County Sheriff's Office, Seminole County City Municipalities, the Sanford Airport Authority, and Seminole County Public Schools - E911 Protocols.

Attachments: [Interlocal Agreement](#)

[301.](#) Winter Springs Defined Pension Plan Assumed Rate of Return Modification

Attachments: *None*

[302.](#) City Manager Contract

Attachments: [City Manager Contract](#)

[303.](#) 2019 Chamber ARToberFEST - Festival of the Arts

Attachments: [12th Annual Winter Springs Festival of the Arts Permit Agreement](#)

[304.](#) Minutes from the Monday, September 23, 2019 City Commission Regular Meeting

Attachments: [Minutes](#)

PUBLIC HEARINGS AGENDA

400. Not Used

REGULAR AGENDA

[500.](#) Utilities Operations, Maintenance, and Management Services Agreement with Veolia Water North America - South, LLC

Attachments: [Agreement For Utilities Operations, Maintenance, and Management Services](#)

REPORTS

600. City Attorney Anthony A. Garganese, Esquire

601. City Manager Shawn Boyle

602. City Clerk Andrea Lorenzo-Luaces, MMC

603. Seat Two Commissioner/Deputy Mayor Kevin Cannon

604. Seat Three Commissioner Ted Johnson

605. Seat Four Commissioner TiAnna Hale

606. Seat Five Commissioner Geoff Kendrick

607. Mayor Charles Lacey

608. Seat One Commissioner Jean Hovey

PUBLIC INPUT

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

ADJOURNMENT

PUBLIC NOTICE

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

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

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



INFORMATIONAL AGENDA ITEM 200

CITY COMMISSION AGENDA | OCTOBER 14, 2019 | REGULAR MEETING

TITLE

Current Development Projects Update

SUMMARY

PROPOSED DEVELOPMENT PROJECTS			
PROJECT NAME	LOCATION	LAST ACTION ITEM	CURRENT STATUS
AITC Office Building	863 N US 17-92	N/A	Final Engineering & Aesthetic Plans are under Staff review.
Winter Springs Medical Office	E SR 434 – West of Hacienda Dr.	N/A	Final Engineering Plans are under Staff review. Aesthetic Plans are being prepared.
Beazer Homes Senior (55+) Condominium Project (The Gatherings at Winter Springs- 108 Units)	Town Center - West side of Tuskawilla, north of Blumberg	Special Exceptions approved by City Commission on 8/13/18.	Engineering & Aesthetic Plans to be prepared by the developer.
Iriye Suites Live-Work Community	Town Center	Special Exceptions & Development Agreement approved by City Commission on 1/28/19.	Final Engineering & Aesthetic Plans are being prepared by the developer.
Wendy's	Town Center	N/A	Preliminary Site Plan and Aesthetic Plans are under staff review.
Dream Finders Townhomes (Winter Springs Townhomes) - 114 Units	Town Center - East side of Michael Blake Blvd.	Preliminary Engineering approved by City Commission on 1/8/18.	Final Engineering & Aesthetic Plans are under Staff review.
The Studios at Tuscawilla	Vistawilla Drive	N/A	Final Engineering Plans are under Staff review. A Community Workshop was held on 7/19/19.

APPROVED DEVELOPMENT PROJECTS / UNDER CONSTRUCTION			
PROJECT NAME	LOCATION	LAST ACTION ITEM	CURRENT STATUS
Winter Springs Town Center Retail Building (Ocean Bleu)	Town Center	Final Engineering & Aesthetic Plans approved by City Commission on 6/10/19.	Developer to schedule preconstruction meeting prior to starting work.
Tuskawilla Crossings: 379 single-family homes	Town Center	Final Engineering, Development Agreement & Aesthetics approved by City Commission on 4/24/17. Plat approved 8/13/18. Phase 1 and Phase 2 Site work approved by City Commission.	Site work complete. Homes under construction.
Hawthorn ILF (Winter Springs Retirement Residence): 144 independent living suites	Town Center	Final Engineering, Aesthetic Review, & Development Agreement approved by City Commission on 1/22/18.	Site work under construction.
Northern Oaks: 35 single-family homes by Dream Finders Homes	North side of SR 434, East of SR 417	Final Engineering & Waivers approved by City Commission on 3/13/17. Preconstruction meeting held 10/17/17. Aesthetic Review approved by City Commission on 4/9/18. Plat is recorded.	Site work under construction. Building permits issued.
Southern Oaks: 54 single-family homes	West of DeLeon St. & North of SR 434	Final Engineering, Aesthetic Review, & Development Agreement approved on 6/22/15. Plat is recorded. City Commission accepted site work on 8/14/17.	Site work complete. Homes under construction.

RECOMMENDATION

Staff recommends the City Commission receive and review the information provided.



Winter Springs Economic Development

Current Projects



Proposed:

1. AITC Office Building
2. Winter Springs Medical Office
3. The Gatherings at Winter Springs
4. Iriye Suites Live-Work Community
5. Wendy's
6. Dream Finders Townhomes
7. The Studios at Tuskawilla
8. Insight Partners, Inc Office and Warehouse Renovation

Approved/Under Construction:

1. Ocean Bleu Retail Building
2. Tuskawilla Crossings
3. Hawthorne ILF
4. Northern Oaks
5. Southern Oaks



INFORMATIONAL AGENDA ITEM 201

CITY COMMISSION AGENDA | OCTOBER 14, 2019 | REGULAR MEETING

TITLE

Consideration For Merging Bicycle And Pedestrian Advisory Committee With Parks And Recreation Advisory Committee

SUMMARY

The Community Development and Parks and Recreation Departments would like to inform the City Commission that Staff is considering to merge the Bicycle and Pedestrian Advisory Committee (BPAC) with the Parks and Recreation Advisory Committee (PRAC). This merge would revitalize BPAC while creating synergy with PRAC. Topics of discussion that would be added to PRAC meetings include sidewalks, bicycle paths, walking trails in parks, proposed developments with amenities, and connectivity within the City.

The merge is scheduled to be discussed further at the next PRAC meeting on November 5, 2019 and at the next BPAC meeting on December 18, 2019.

RECOMMENDATION

Staff recommends the City Commission receive and review the information provided.



CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | OCTOBER 14, 2019 | REGULAR MEETING

TITLE

Interlocal Agreement Between The Seminole County Sheriff's Office, Seminole County City Municipalities, The Sanford Airport Authority, And Seminole County Public Schools - E911 Protocols.

SUMMARY

The Police Department requests the consent of the City Commission to enter into an agreement with the Sheriff and other first-responder agencies that provide inter-agency emergency communications, as recommended by the Marjory Stoneman Douglas High School Public Safety Commission. This agreement concerns public safety answering points (PSAPs) and interoperability for a more efficient dispatching of first responders during times of emergency using a unified radio matrix.

All of the public safety agencies in Seminole County currently use a radio matrix of this variety and each law enforcement agency is able to broadcast and disseminate information in this unified fashion. This interlocal agreement is required of the County Sheriff pursuant to Florida Statutes Chapter 365.179, and this agreement satisfies that requirement. Additionally, the agreement has been reviewed by our City legal staff.

RECOMMENDATION

Staff recommends the City Commission consent to this item and authorize the City Manager to enter into this interlocal agreement with the Seminole County Sheriff's Office, the city municipalities of the county, the Sanford Airport Authority, and Seminole County Public Schools.

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE CITIES OF ALTAMONTE SPRINGS, CASSELBERRY, LAKE MARY,
LONGWOOD, OVIEDO, SANFORD, AND WINTER SPRINGS, AND
SANFORD AIRPORT AUTHORITY, AND
SEMINOLE COUNTY SHERIFFS OFFICE, AND
SEMINOLE COUNTY PUBLIC SCHOOLS**

THIS INTERLOCAL AGREEMENT is made and entered into by and between 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”, the Sanford Airport Authority (SAA), whose address is 1200 Red Cleveland Boulevard, Sanford, Florida 32773 on behalf of the Orlando Sanford International Airport Fire and Police Department, in this Agreement referred to as “AIRPORT”, the Seminole County Sheriff’s Office, whose address is 100 Eslinger Way, Sanford, Florida 32773, in this Agreement referred to as “SHERIFF”, and Seminole County Public Schools, whose address is 400 E Lake Mary Boulevard, Sanford, FL 32773, in this Agreement referred to as “SCHOOLS”, and the following Florida municipal corporations: the CITY OF ALTAMONTE SPRINGS, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida, 32701 on behalf of the Altamonte Springs Police Department; the CITY OF CASSELBERRY, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 on behalf of the Casselberry Police Department; the CITY OF LAKE MARY, whose address is 100 N. Country Club Road, Lake Mary, Florida 32746 on behalf of the Lake Mary Fire and Police Department; the CITY OF LONGWOOD, whose address is 175 W. Warren Avenue, Longwood, Florida 32750 on behalf of the Longwood Fire and Police Department; the CITY OF OVIEDO, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 on behalf of the Oviedo Fire and Police Department; the CITY OF SANFORD, whose address is 300 N Park

Avenue, Sanford, Florida, 32771 on behalf of the Sanford Fire and Police Department; and the CITY OF WINTER SPRINGS, whose address is 1126 E State Road 434, Winter Springs, Florida 32708 on behalf of the Winter Springs Police Department, in this Agreement referred to as “CITY” or “CITIES”. Collectively, AIRPORT, SCHOOLS, SHERIFF, and CITIES may be referred to as “AGENCY” or “AGENCIES”.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes (2019), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public entities to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission recommended that counties be required to develop and implement communication systems that allow direct radio communication between public safety answering points (PSAPs) and first responders outside the PSAPs normal service area to provide for more efficient dispatch of first responders; and

WHEREAS, in response to the Commission’s recommendations, the Florida Legislature created §365.179, Florida Statutes (Direct radio communication between 9-1-1 public safety answering points and first responders); and

WHEREAS, §365.179 requires each County Sheriff to facilitate an interlocal agreement between all First Responder Agencies within the county which provides for interagency communications as required under this law.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefit of COUNTY and AGENCY, and their respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions. The following definitions apply to this Agreement:

(a) “9-1-1 public safety answering point” or “PSAP” means a municipal or county emergency communications or 9-1-1 call center in the state that receives cellular, landline, or text –to– 9-1-1 communications.

(b) “First Responder Agency” includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, as is designated as a primary first responder for the service area in which a PSAP receives 9-1-1 calls including all Seminole County agencies listed within Exhibit A, attached hereto and fully incorporated herein.

(c) “Primary First Responder Agency” is defined as a law enforcement agency, fire, and emergency medical services.

(d) “Public Safety Emergency” for purposes of this Interlocal Agreement includes, but is not limited to, situations such as: an active shooter, mass casualty incident, an act of terrorism, civil disturbance or other similar urgent/unstable situation where serious bodily injury or the loss of human life is imminent and/or occurring.

Section 3. COUNTY Responsibilities.

(a) Coordinate an E-911 public safety answering point and telecommunications working group (Public Safety Communications Working Group) to ensure emergency public alerting and warning, 9-1-1 communications, and telecommunications is interoperable throughout the County.

(b) Public Safety Communications Working Group will include representatives from First Responder Agencies, Office of Emergency Management, Seminole County Sheriff's Office, Seminole County Public Schools, Seminole County Information Services, Seminole County Public Works, and Seminole State College.

(c) Public Safety Communications Working Group will identify and resolve any technological or logistical issues related to 9-1-1 or telecommunications.

(d) Ensure a unified radio matrix is maintained and shared with all first responder agencies throughout the County – allowing all First Responder Agencies access to primary dispatch channels.

(e) Unified radio matrix will include first responder agencies, healthcare facilities, local government services, Seminole County Public Schools, and Seminole State College.

(f) Maintain text-to-911 services throughout the County, in coordination with all public safety answering points.

(g) All 9-1-1/emergency communications channel positions will have access to radio channels of units responding to an emergency call.

Section 4. AGENCY Responsibilities.

(a) All first response emergency medical services, fire department, and law enforcement agencies will train their applicable PSAP personnel on radio functionality,

communication tactics, how to access the necessary dispatch channels and the procedures and protocols addressed in this Agreement and set forth in Florida Statute 365.179 in uniformity.

(b) All AGENCIES agree primary dispatch channels will not be encrypted.

(c) Coordinate and consolidate 9-1-1 call centers to eliminate the 9-1-1 call transfer process, as applicable.

Section 5. Specific Understanding of AGENCIES

(a) Each PSAP will have a designated primary channel which is maintained and used to provide notice by radio of a “Public Safety Emergency” as that term is defined herein, to all on-duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions.

(b) Each PSAP will maintain ability to have direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP reasonably receives 911 communications, without having to transfer a 911 communication to another PSAP or dispatch center for dispatch.

(c) The SHERIFF by written agreement has been and will continue to be the designated PSAP for the following First Responder agencies: Altamonte Springs Police Department, Casselberry Police Department, Lake Mary Police Department, Longwood Police Department, Oviedo Police Department, Sanford Police Department. First Responder agencies providing their own 911 dispatch services and agencies having 911 dispatch services provided by the SHERIFF are made a part of this agreement. In the event any law enforcement agency resumes providing their own 911 dispatch service, that agency shall become a PSAP.

(d) All PSAPS and First Responder Agencies in Seminole County use the Motorola 800 MHZ Radio System and all have communication capabilities with each other as well as the

on-duty law enforcement, fire, and emergency medical service personnel of each other. Additionally, all are capable of immediately broadcasting 911 communications or public safety information over the primary radio dispatch channels of each first responder agency in Seminole County.

(e) Upon the occurrence of a public safety emergency, the PSAP receiving the event from the call to 9-1-1 shall immediately broadcast all 911 communications or public safety information regarding the emergency over the primary dispatch radio channel for the agency with jurisdiction over the service area where the event is occurring.

Section 6. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 7. Indemnification.

(a) All parties shall be liable for their own actions and negligence and agree to assume responsibility for the acts, omissions, or conduct of its employees, subject to the provisions of Section 768.29, Florida Statutes (2019), as this statute may be amended from time to time. The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and AGENCY beyond the waiver provided for in Section 768.28, Florida Statutes (2019), as this statute may be amended from time to time.

Section 8. Employee Status. Persons employed by AGENCY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, worker's 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. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of AGENCY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to AGENCY's officers and employees either by operation of law or by AGENCY.

Section 9. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section or as set forth on the particular agency's signature page:

As to COUNTY:

Chief Administrator of Emergency Management
150 Eslinger Way
Sanford, FL 32773

As to AGENCY:

[Designated individual and address to be included on signature pages.]

Section 10. 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 11. Parties Bound. This Agreement is binding upon and inures to the benefit of AGENCY and COUNTY, and their successors and assigns.

Section 12. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2018), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2018), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 13. Dispute Resolution. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which, as provided in Section 10 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 14. Entire Agreement.

(a) It is understood and agreed that this agreement has been made between the parties pursuant to the requirements of Florida Statute 365.179 (2019) but does not negate any existing or future agreements addressing the provision of dispatch services by the SHERIFF on behalf of a law enforcement agency within Seminole County and/or COUNTY on behalf of a fire and emergency medical service agency.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties, except as otherwise specifically provided in this Agreement.

Section 15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other parties.

Section 16. Severability. If any provision or application of this Agreement to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 17. Public Records Law.

(a) AGENCY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2019), as this statute may be amended from time to time, to release public records to members of the public upon request. AGENCY and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2019), as this statute may be amended

from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

Section 18. Equal Opportunity Employment. AGENCY and COUNTY 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. AGENCY and COUNTY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment 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 19. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument. This Agreement may be duplicated for dissemination to the Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to and maintained by COUNTY's Chief Administrator of Emergency Management.

Section 20. 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 21. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

Section 22. Term. The term of this Agreement is one year from the Effective Date and will automatically renew for another term on each subsequent anniversary of the Effective Date, unless either party elects to terminate this Agreement, which either party may do at any time by providing 60 days' notice to the party pursuant to Section 9 above. A termination by any party to this Agreement shall only terminate that party's involvement in the Agreement; it does not void the entire contract.

[Remainder of page left intentionally blank; signature pages to follow.]

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

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

CITY OF ALTAMONTE SPRINGS

ANGIE APPERSON, City Clerk

By: _____
PAT BATES, Mayor

Date: _____

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

CITY OF CASSELBERRY

DONNA G. GARDNER, City Clerk

By: _____
CHARLENE GLANCY, Mayor

Date: _____

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

CITY OF LAKE MARY

MICHELLE MCCURDY, City Clerk

By: _____
DAVID MEALOR, Mayor

Date: _____

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

CITY OF LONGWOOD

MICHELLE LONGO, City Clerk

By: _____
MATT MORGAN, Mayor

Date: _____

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

CITY OF OVIEDO

BARBARA BARBOUR, City Clerk

By: _____
DOMINIC PERSAMPIERE, Mayor

Date: _____

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

CITY OF SANFORD

TRACI HOUCHIN, City Clerk

By: _____
JEFF TRIPLETT, Mayor

Date: _____

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

CITY OF WINTER SPRINGS

ANDREA LORENZO-LUACES, City Clerk

By: _____
CHARLES LACEY, Mayor

Date: _____

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

SEMINOLE COUNTY
SHERIFF'S OFFICE

By: _____
DENNIS M. LEMMA, Sheriff

Date: _____

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

SEMINOLE COUNTY
PUBLIC SCHOOLS

JILL MAHRAMUS, School Board Clerk

By: _____
TINA CALDERONE, Chairman

Date: _____

DESIGNATED INDIVIDUAL FOR NOTICE AS SET FORTH IN SECTION 9:

Name: _____

Address: _____

Phone Number: _____

ATTEST:

SANFORD AIRPORT AUTHORITY

By: _____
DIANE CREWS, President/CEO

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2019, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit A – First Responder Agencies

DWM
9/23/2019
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CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | OCTOBER 14, 2019 | REGULAR MEETING

TITLE

Winter Springs Defined Pension Plan Assumed Rate Of Return Modification

SUMMARY

The current assumed rate of return for the Winter Springs Defined Benefit Pension Plan is 7.75%. This rate is no longer the standard in the investment field and forces the portfolio manager to increase the portfolio's risk exposure. At the recommendation of the City's Investment Advisor AndCo., and the City's Actuary Gabriel Roeder Smith & Company, the Board of Trustees (BOT) voted unanimously to recommend to the Commission an assumption rate reduction of 0.25% (from 7.75% to 7.50%). This vote took place at the August 10, 2019 BOT Meeting. The BOT may recommend further reductions in the future (target 7%). This action may increase the required City contributions by approximately \$149,000 per year. The Florida State Retirement System (FRS) has recently followed suit with this philosophy and lowered its rate to 7.40%. Additionally, decreasing the target rate of return to 7.50% will also impact the Unfunded Liability of the pension in the short-term, however, the long-term benefit of reducing the rate of return far outweighs any short-term impacts.

RECOMMENDATION

Staff recommends the Commission authorize the City Manager and City Attorney to prepare and execute any and all applicable documents necessary to execute the pension plan modifications.



CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | OCTOBER 14, 2019 | REGULAR MEETING

TITLE

City Manager Contract

SUMMARY

After the resignation of the former City Manager in April of 2019, Employee had been serving as interim City Manager of Winter Springs; and on August 12, 2019, the City Commission formally appointed Employee the City Manager of Winter Springs by 4/5th vote of the City Commission; and, Employer and Employee are now desirous of establishing, in writing, the duties and responsibilities of the respective parties and memorializing the terms and conditions of employment in a written agreement to be executed by and between the parties; and, the Employee has professional experience in the field of service required by this Agreement, is fully qualified to hold the position of City Manager and is desirous of becoming the City Manager; and, the Employer has determined this Agreement to be in the best interest of the Employer.

RECOMMENDATION

Staff recommends City Commission consider approval of the attached City Manager Employment Agreement by and between Shawn Boyle and the City.

**CITY MANAGER'S
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made this ____ day of October, 2019 (“Effective Date”), between the **CITY OF WINTER SPRINGS, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the "Employer" or “City”) and **SHAWN BOYLE** (hereinafter referred to as the "Employee").

WHEREAS, Employer is a Florida municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, after the resignation of the former City Manager in April of 2019, Employee had been serving as interim City Manager of Winter Springs; and

WHEREAS, on August 12, 2019, the City Commission formally appointed Employee the City Manager of Winter Springs by 4/5th vote of the City Commission; and

WHEREAS, Employer and Employee are now desirous of establishing, in writing, the duties and responsibilities of the respective parties and memorializing the terms and conditions of employment in a written agreement to be executed by and between the parties; and

WHEREAS, the Employee has professional experience in the field of service required by this Agreement, is fully qualified to hold the position of City Manager and is desirous of becoming the City Manager; and

WHEREAS, the Employer has determined this Agreement to be in the best interest of the Employer.

NOW THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. **Employment and Duties.** Employer employs the Employee in the capacity of City Manager of Winter Springs, Florida. Employee shall serve at the pleasure of the City Commission of Winter Springs (“City Commission”) and may be terminated with or without cause. The Employee agrees to perform such duties as set forth in the Charter and Ordinances of the City of Winter Springs, as said Ordinances and Charter may be amended from time to time, together with such other duties as may be properly and legally assigned to him from time to time by the City Commission. Employee also agrees to fully and faithfully perform such duties prescribed by the laws of the State of Florida and United States of America, including regulations of other appropriate administrative agencies, relating to the City of Winter Springs and the position of City Manager. All such duties shall be performed within the time frames or deadlines imposed by law, applicable policy, rule, or established by the City Commission. Absent a legally or City Commission imposed deadline, the Employee shall perform his duties within a reasonable period of time and with due regard for promptness, diligence, and professionalism.

The Employee shall request of the City Commission from time to time such decisions or

actions of the City Commission which the Employee may determine are reasonably necessary for the successful accomplishment of his duties as City Manager. And, the Employee shall assign or devote such resources and personnel in a manner in his judgment best serve the interest of the City of Winter Springs, Florida, consistent with the policies and direction of the City Commission.

2. **Performance.** The Employee agrees to devote his full working time and attention to the performance of the duties of the City Manager required hereunder. Employee shall not render any other services of a professional or business nature to any other person or organization without the Employer's prior written consent. This provision shall not include occasional teaching, presentations to professional organizations, writing, or performing functions on behalf of the Florida City and County Manager's Association and such other state and local government groups and committees thereof, provided such activities do not conflict or interfere with Employee's duties as City Manager under this Agreement.

3. **Term.**

The term of this Agreement shall commence retroactively to the date of appointment on August 12, 2019 and shall continue until terminated by either Employer or Employee as provided herein.

4. **Compensation.** For his services to the Employer, the Employee shall be compensated as follows:

(a) **Salary.** Commencing on the effective date of this Agreement, the Employee shall receive a starting salary of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00), payable in installments at the same time as other employees of the Employer are paid, less appropriate deductions for employment taxes, income tax and other lawful withholdings. Employee shall not be entitled to overtime or compensatory benefits. The Employee's annual base salary may be adjusted based on the City Commission's annual evaluation of Employee's performance, or by mutual agreement of the City Commission and Employee. The position of City Manager is an exempt position under state and federal wage and hour laws. The Employee shall not receive overtime.

(b) **Retirement Plan.** The Employer agrees to provide Employee the same retirement benefits provided to other City employees.

5. **Other Conditions of Employment.** The Employee, on condition of his employment by the Employer, agrees to the following:

(a) **Hours of Work.** The Employee agrees that, subject to Employee's inability to work due to sickness or injury, at all times during the term of this Agreement, he will arrange to be available to perform the duties of his employment not only during the regular business hours of the Employer, but also at such other times as the Employer shall from time to time reasonably request and that he shall not be entitled to any compensation in addition to that provided for herein

for services rendered by him outside of the City's regular business hours, or on Saturdays, Sundays or holidays.

(b) **Vacation, Sick Leave, Holidays and Other Benefits.** Except as expressly provided herein, all provisions of law and rules and regulations of the City relating to vacation and sick leave, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the Employee as they would to other employees of the City. The City shall not at any time during the terms of his service as City Manager reduce the salary, compensation, or other financial benefits of Employee except to the degree of such reduction across-the-board for all employees of the City.

(c) **Health Insurance.** The City agrees to make all required premium payments for the City's Group Health Insurance Plan of his choosing for the Employee, spouse, and dependents that is available to all City employees.

(d) **Professional Association and Development.** The City hereby agrees to budget for and pay the travel and subsistence expenses of Employee for professional and official travel, meetings, conferences, training, seminars, and occasions consistent with the City's Travel Policy applicable to all City employees. The foregoing shall be subject to the needs of the City and budgetary appropriation by the City Commission.

(e) **Automobile Allowance.** The Employer agrees to provide Employee use of an appropriate take-home City vehicle to be used primarily for City related business in furtherance of his duties and responsibilities as City Manager.

(f) **Other Miscellaneous.** The City Commission, in consultation with the Employee, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement and other applicable law.

6. **Indemnification.** Employer shall defend, indemnify and hold Employee harmless against any and all civil claims, demands, actions, suits, expenses and losses, including reasonable attorney's fees, arising out of the action or omission of Employee within the scope of his duties as City Manager, except for acts or omissions exhibiting wanton or willful disregard of human rights, safety, or property or outside the scope of Employee's employment or willful misconduct of Employee ("Covered Loss"). Further, this covenant shall only apply to claims for punitive damages where such claims arose out of the good faith performance of the Employee's duties; otherwise, this covenant shall not apply to claims for punitive damages. The Employer may, at Employer's option, provide for legal representation of Employee through the City Attorney or outside counsel of its choice or may choose to reimburse the Employee for legal fees incurred as a result of a Covered Loss. The City will have the authority to compromise and settle any such claim or suit within the scope of the Employee's employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the City and Employee shall rely upon the doctrine of sovereign immunity and the provisions of section 768.28, Florida

Statutes, and other applicable law. This paragraph shall survive termination of this Agreement.

7. **Evaluation.**

(a) The City Commission shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with specific performance criteria that is developed jointly by the City Commission and Employee. Once initially developed, the criteria may be modified as the City Commission and Employee may from time to time mutually determine. The evaluation under this Agreement shall be due and completed each year on or about the anniversary date of this Agreement.

(b) In furtherance of defining the performance criteria, the City Commission and Employee shall annually define such goals and performance objectives that they deem necessary for the proper operation of the City and in the attainment of City Commission's policy goals and objectives. The relative priority among the various goals and objectives shall be reduced to writing. They shall generally be handled the time limitations as specified and the annual operating and capital budgets and appropriations provided.

(c) The parties recognize that Employee's performance evaluation by the City Commission may not occur exactly on the anniversary date, but it will likely coincide with the regular meeting schedule of the City Commission or as required by the City Commission.

8. **Termination and Severance Pay.**

(a) The Employee shall serve at the pleasure of the Employer. The City Commission reserves the right at any time in its sole discretion and for any reason whatsoever, or for no reason, to terminate Employee's employment at a duly held public meeting. If the Employee is terminated at the pleasure of the City Commission pursuant to this subparagraph (a), without cause, the Employee shall receive severance pay equal to twenty (20) weeks of current salary. In addition, Employee shall be entitled to any accrued vacation and sick leave under the same terms and conditions as any other City employee.

(b) Employee agrees that the City Commission shall have the sole and absolute discretion to decide upon such termination under subparagraph 8 (a). In the event of such termination, the Employee waives all rights to contest or challenge the City Commission's decision and will accept the payments provided in subparagraph 8 (a) in full satisfaction of the Employer's obligations under this Agreement and in full release of any and all claims that the Employee has, or may have, against the Employer, and its City Commission, employees, and City Attorney, both individually and in their official capacity, under this Agreement.

(c) If the Employee is terminated by the City Commission because of: (1) a formal felony charge filed against him by the State or U.S. attorney or conviction of a felony; (2) misfeasance, malfeasance, or neglect of duty; (3) failure to carry out the duties assigned under this Agreement, City Charter, or law; (4) conviction of a violation of the Florida Ethics Laws or any illegal act

involving personal gain to him; (5) abandonment of the Office of City Manager; (6) habitual drunkenness; or (7) permanent inability to perform his official duties as city manager, then the Employee shall not be entitled to any severance pay. If City Commission terminates Employee for cause pursuant to this subparagraph (c), the Employee's sole legal remedy is an action in the court of appropriate jurisdiction and venue. If said court determines that the City Commission did not properly terminate Employee for cause under this Agreement, the parties agree that such termination from employment shall be deemed a termination without cause, and the provisions of paragraph 8(a) shall apply in their entirety.

(d) The Employee may terminate this Agreement at any time upon giving Employer at least ninety (90) days written notice in advance, unless the parties agree otherwise. The Employee shall receive compensation for his unused vacation and sick leave accrued through the termination date under the same terms and conditions as any other City employee. Employee shall not be entitled to any additional compensation or severance pay.

(e) In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than that applicable to an across-the-board reduction for all employees of the Employer, or in the event Employer refuses, following written notice to comply with any other written provision benefitting Employee herein, then in that event Employee may, at his option, resign and be deemed to have been "terminated without cause" for purposes of applying paragraph 8 (a).

(f) In the event of the death of the Employee during the term of this Agreement, this Agreement shall automatically terminate and the Employer shall pay to his surviving spouse, if any, or if the Employee does not have a surviving spouse, to the estate of the Employee, an amount equal to the portion of the Employee's salary to which he was entitled through the date of this death, plus accrued sick and vacation time and any other applicable death benefits provided to other employees of Employer.

9. **General Provisions.**

(a) The text herein constitutes the entire Agreement between the parties, and it may not be modified except by written Agreement signed by both parties.

(b) If any provision or portion of this Agreement is found to be unenforceable, then the remainder of this Agreement shall not be affected and shall remain in full force and effect.

(c) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

(d) This Agreement shall be interpreted and governed by the laws of Florida. Venue for any action hereunder shall be in Seminole County, Florida, or if a federal action is commenced, in the Federal Court in Orlando, Florida.

(e) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

(f) The language of the City Charter relating to the position and function of the City Manager of the City of Winter Springs, as may be freely amended from time to time, is incorporated herein by reference into this Agreement as though it were set forth in the text of this Agreement verbatim.

(g) Both parties have participated in drafting this Agreement. As such, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

(h) The effective date of this Agreement shall be the date first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

EMPLOYEE:

Shawn Boyle

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **SHAWN BOYLE**, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of October, 2019.

NOTARY PUBLIC

EMPLOYER:

By: _____
Charles Lacey, Mayor

ATTEST: _____
Andrea Lorenzo-Luaces, City Clerk

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

Anthony A. Garganese, City Attorney

Approved by the City Commission on: October ____, 2019



CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | OCTOBER 14, 2019 | REGULAR MEETING

TITLE

2019 Chamber ARToberFEST - Festival Of The Arts

SUMMARY

The 12th Annual Winter Springs Festival of the Arts, to be held on Blumberg Blvd. on October 19-20, 2019, is an annual community event organized through a partnership with the City of Winter Springs and the Oviedo-Winter Springs Chamber of Commerce. Artists from all over Florida, as well as out of state artists, participate with unique art. The Winter Springs Festival of the Arts celebrates the appreciation of art and it attracts residents and visitors to the Town Center. Fine art presentations will include sculpture, clay, drawing, graphics, pastels, crafts, jewelry, mixed media, painting, photography, and digital media. There will be performing arts, youth and senior art activity areas. City staff has met regularly with the Chamber festival committee to clearly define the roles & responsibilities of each group assisting with the planning and organization of this event. Chamber responsibilities and expenses are clearly defined in the attached proposed Agreement and have been discussed and agreed upon between the City, President of the Chamber, and Chairman of the Festival. The Chamber will be hiring a community group to service the trash for the entire event and dispose of it in the proper trash receptacles and dumpsters.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager to execute the attached agreement, as prepared by the City Attorney, between the City of Winter Springs and the Oviedo-Winter Springs Chamber of Commerce for the 2019 Winter Springs Festival of the Arts.

CITY OF WINTER SPRINGS, FLORIDA
12th ANNUAL WINTER SPRINGS FESTIVAL OF THE ARTS
PERMIT AGREEMENT

THIS PERMIT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2019 by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation (“City”), and **THE OVIEDO-WINTER SPRINGS REGIONAL CHAMBER OF COMMERCE, INC.** a Florida Not For Profit Corporation (“Permittee”).

WITNESSETH:

WHEREAS, Permittee desires to hold a Special Event for the benefit of the public in the interest of increasing public awareness of fine art, through the production of the annual Winter Springs Festival of the Arts on October 19 and 20, 2019 on Blumberg Boulevard and adjacent areas, located in and owned by the City of Winter Springs, Florida; and

WHEREAS, Permittee desires a permit from the City which would authorize the Permittee to hold the 12th Annual Winter Springs Festival of the Arts at Blumberg Boulevard and adjacent areas as permitted under the terms of this Agreement; and

WHEREAS, Permittee represents and warrants that it has the personnel, tools, materials, and experience to satisfy the permit requirements set forth hereunder and to provide the Special Event as provided herein.

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the parties acknowledge has been received, the parties agree as follows:

1.0 **Incorporation of Recitals:** The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

2.0 **General Provisions:**

2.1 **Definitions.**

- a) “Advertise” shall mean the act of publicly announcing or calling attention to the Special Event and could include, but not be limited to, the distribution of handbills or mass mailings, the use of outdoor advertising and announcements by billboard, poster, radio, television, or newspapers.
- b) “Agreement” or “Contract” shall mean this Agreement and all exhibits and addendums thereto between the City and Permittee regarding the Special Event permitted herein.

- c) “Blumberg Boulevard” shall mean the public right of way and park owned and maintained by the City, generally located within the City of Winter Springs Town Center adjacent to Tuscawilla Road.
- d) “City” shall mean the City of Winter Springs, a Florida municipal corporation and its employees, agents and contractors.
- e) “City Manager” shall mean the City manager of the Winter Springs, Florida or his designee.
- f) “Permittee” shall mean THE OVIEDO-WINTER SPRINGS REGIONAL CHAMBER OF COMMERCE, INC., a Florida Not For Profit Corporation, and its officers, employees, agents, and its contractors.
- g) “Effective Date” shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.
- h) “Public Records” is as defined in Chapter 119, Florida Statutes.
- i) “Special Event” shall mean the outdoor Winter Springs Festival of the Arts to be held along Blumberg Boulevard on October 19 and 20, 2019, and further described in this permit Agreement. The Special Event shall be planned, promoted, managed, and operated by the Permittee pursuant to the terms of this Agreement.

2.2 **Permit.** The City hereby permits the Permittee and the Permittee agrees to provide the Special Event outlined in this Agreement. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

3.0 **Scope of Special Event.** Permittee agrees to provide the following Special Event under the following special operating conditions:

3.1 **Special Event.** Permittee shall advertise, produce, plan, promote, manage and operate the Special Event in cooperation with the City. In furtherance thereof, Permittee agrees to keep the City Manager fully informed of its plan to promote, manage, and operate the Special Event so that City can reasonably satisfy its obligations under this Agreement and reasonably address issues of public health, safety, and welfare related to the Special Event.

3.2 **Food and Beverage.** Permittee agrees to provide all food and beverage concessions for the Special Event. Alcoholic beverages shall be limited to beer

and wine. Permittee shall retain all fees, commissions, and net profits from the concessions provided by Permittee.

- 3.3 **Sponsorship; Event Fees.** Unless otherwise provided in this Agreement, Permittee shall retain the sole right to all sponsorships and paid fees for the Special Event.
- 3.4 **Staging; Other Production Materials.** Permittee shall provide all staging and production materials necessary to produce a high quality Special Event including, but not limited to, professional audio system, staging and stage lighting, golf carts, radios, tents, port-a-lets, security, event staff, and catering for staff. Additionally, Permittee shall provide seventeen (17) water barricades in support of the Special Event. The use and location of the water barricades shall be at the sole discretion of the City.
- 3.5 **Professional Entertainment.** Permittee shall provide professional entertainment during the Special Event as deemed appropriate to a family-oriented and traditional Fine Art Festival event.
- 3.6 **Permits.** Permittee shall obtain all local, state, and federal permits necessary to hold the Special Event and conduct any particular activities therein. City shall waive all City permit fees for the Special Event in consideration of the compensation required to be paid City under this Agreement.
- 4.0 **Compensation and Expenses.** Compensation and expenses for the Special Event shall be paid as follows:
- 4.1 **Permittee Expenses.** Unless otherwise provided in this Agreement, Permittee shall pay all costs and expenses necessary for the Permittee to satisfy its obligations under this Agreement including, but not limited to, (1) the cost of overtime exceeding \$5,500.00 for City law enforcement services authorized by the City Manager to ensure public safety during the Special Event and during set-up and breakdown of the Special Event; (2) overnight security services; (3) facility rental fee for use of Blumberg Boulevard in the amount of \$800.00; (4) an advertising fee in the amount of \$300.00, and design (the design to be furnished to the City at least sixty (60) days prior to the Special Event), for one side of a one-page (8.5" x 3.67") printed water bill insert to be included, prior to the Special Event, with one (1) printed water bill sent to each of the City's invoiced-by-mail water accounts; (5) general supervision of the medians related to pedestrian and vehicular traffic; (6) actual cost to repair any damage to Blumberg Boulevard and adjacent areas incurred as a direct result of the Special Event; (7) all advertising, directional, informational and like signage for the Special Event; (8) parking coordination for artists, vendors, and public; (9) stage, sound system, lighting, and entertainment; (10) all food and beverages; (11) all generators needed for the event; (12) portable restroom facility (cleaning and stocking); (13) clean up

during and at the conclusion of the Special Event, including but not limited to the set-up and emptying of all trash containers both throughout and until the conclusion of the Special Event. Payment for any expenses owed to the City under this provision shall be made no later than ten (10) days following the City's submission of such expenses to Permittee.

- 4.2 **City Expenses.** City shall provide the following services and facilities for the Special Event: (1) promotion of the event through *The Insider*, E-Alerts, City Hall electronic sign messaging, and City website; (2) hanging and removal of Festival of the Arts banners on existing pole brackets, and, if also provided to the City by Permittee, hanging and removal of one forty-foot (40') long event banner; (3) use of electric as available on Blumberg Boulevard; (4) site preparation including mowing of the Special Event site (5) spraying of a barrier spray and mosquito spray; (6) road closure and re-opening of Blumberg Boulevard with cones and signage; (7) installation and removal of two (2) City-owned light towers and diesel fuel for same; (8) trash containers and liners for set-up, use, and emptying by Permittee, as required in Section 4.1 above; (9) coordination of fire and first aid services; (10) request the shutting down of irrigation at Town Center Apartments on Special Event dates; and (11) the cost of overtime not to exceed \$5,500.00 for City law enforcement services authorized by the City Manager to ensure public safety during the Special Event and during set-up and breakdown of the Special Event.
- 5.0 **Due Diligence.** Permittee acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Special Event desired hereunder, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance, permits, professional entertainment and the steps necessary to complete the Special Event within the time set forth herein. The Permittee warrants unto the City that it has the competence and abilities to carefully, professionally, and faithfully complete the Special Event in the manner and within the time limits proscribed herein. The Permittee will perform the Special Event with due and reasonable diligence consistent with sound professional and labor practices and with due and reasonable consideration to the public health, safety, and welfare.
- 6.0 **General Miscellaneous Provisions.** The following general miscellaneous provisions shall apply to this Agreement:
- 6.1 **Time of the Essence.** The City's responsibility to make Blumberg Boulevard and adjacent areas available to Permittee is limited to the time periods set forth hereunder. As such, the Permittee acknowledges and agrees that time is of the essence for the completion of the Special Event to be performed under this Agreement.
- 6.2 **Non-Business Day.** In the event that any period of time as set forth in this Agreement expires or any date herein occurs on a Saturday, Sunday, holiday or

other non-business day, then such date shall automatically extend to 5:00 p.m. on the next subsequent business day, excluding the day(s) the Special Event will be held pursuant to this Agreement.

- 6.3 **No Assignment.** This Agreement shall not be assigned or transferred unless prior written consent is granted by the City Commission of Winter Springs.
- 6.4 **Further Assurances.** From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s), execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.
- 6.5 **Legal Representation.** The parties acknowledge that Anthony A. Garganese, Esquire, and Garganese, Weiss, D'Agresta & Salzman, P.A., and other attorneys therein, have acted as counsel for the City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City.
- 6.6 **Severability.** If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, or paragraph did not exist.
- 6.7 **Governing Law and Venue.** This Agreement shall be governed by the law of the State of Florida. Venue of all disputes shall be properly placed in Seminole County, Florida. The parties agree that the Agreement was consummated in Seminole County, and the site of the Special Event is Seminole County. If any dispute concerning this Agreement arises under Federal law, the venue will be Orlando, Florida. Any objections to jurisdiction and venue are expressly waived.
- 6.8 **Attorney's Fees.** Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees and paralegal's fees.
- 6.9 **Non Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein.
- 6.10 **Notices.** Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepared, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as

follows (or to such other person or at such other addresses, of which any party hereto shall have given written notice as provided herein):

TO THE CITY: Mr. Shawn Boyle, City Manager
City of Winter Springs
1126 East S.R. 434
Winter Springs, FL 32708-2799
(407) 327-5957 (Phone)
(407) 327-6686 (Fax)

WITH A COPY TO: Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta, & Salzman P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802-2873
(407) 425-9566 (Phone)
(407) 425-9596 (Fax)

TO PERMITTEE: Mr. Steve Fullmer, Chairman
The Oviedo-Winter Springs
Regional Chamber of Commerce
P.O. Box 621236
Oviedo, FL 32762-1236
Phone: _____
Email: _____

6.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be original; but such counterparts shall together constitute but one and the same instrument.

6.12 **Public Record.** In accordance with section 119.0701, Florida Statutes, Permittee agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Permittee agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Permittee also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. Permittee shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Permittee shall meet all

requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Permittee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Permittee does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Permittee fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Permittee's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Permittee prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Permittee. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Permittee's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

- 6.13 **Interpretation.** Both the City and the Permittee have participated substantially and materially in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.
- 6.14 **No Joint Venture.** This Agreement shall not in any way be deemed to create a joint venture or principal-agent relationship between Permittee and the City.
- 6.15 **No City Representations and Warranties; Success of Special Event.** Permittee agrees and acknowledges that the City has made no representations and warranties regarding the Special Event. Permittee has assumed full responsibility for furnishing, performing, and completing the Special Event and that Permittee agrees and acknowledges the City has in no way guaranteed that the Special Event will be successful and profitable by any person's standard and belief of success and profit.
- 7.0 **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.
- 8.0 **Sovereign Immunity.** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Permittee agrees that City shall not be liable under

this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

- 9.0 **General Liability Insurance.** For all activities and services permitted and which occur under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee shall purchase and maintain, at its own expense, such general liability insurance, food and liquor liability insurance and automobile liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event. The insurance shall have minimum limits of coverage of \$1,000,000.00 per occurrence combines single limit for bodily injury liability, property damage liability, and food and liquor liability. This shall include, but not be limited to, automobile liability of owned vehicles, hired and non-owned vehicles, and employee non-ownership. All insurance coverage shall be insurer(s) approved by the City Manager and licensed by the state of Florida to engage in business of writing of insurance. Neither approval by the City nor failure to disapprove the insurance furnished by a Permittee shall relieve the Permittee of the Permittee's full responsibility for performance of any obligation including the Permittee's indemnification of the City under this Agreement. The City shall be named on the foregoing insurance policies as "additional insured." The Permittee shall cause its insurance carriers to furnish insurance certificates and endorsements clearly specifying the types and amounts of coverage and effect pursuant hereto, the expiration date on such policies, and the statement that no insurance under such policies will be cancelled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. The Permittee shall furnish the Certificate of Insurance directly to the City's designated representative. The Permittee shall be solely responsible to pay any deductible, if any, relating to any claim made against the insurance coverages and policies provided under this Agreement. If this City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Permittee in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify the Permittee in writing thereof within thirty (30) days of the date of delivery of such certificates and endorsements to the City. For all activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee shall continuously maintain such insurance in the amount, type, and quality as required by this paragraph.

- 10.0 **Indemnification and Hold Harmless.** For all activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, officials, agents, servants, and attorneys from and against any and all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), which directly or indirectly arises out of, or results from any act or failure to act of Permittee or any person authorized by Permittee to participate in the Special Event which in any way is related to Permittee's obligations under this Agreement, and/or the services and activities provided and performed under this Agreement.

The indemnification provided above shall obligate the Permittee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims and liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, officials, agents, servants, and attorneys which may arise or result from this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This section shall survive termination of this Agreement.

- 11.0 **Standard of Care.** In performing its activities and services hereunder, the Permittee will use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality. Permittee shall protect the public and property from any safety hazards directly or indirectly resulting from the Special Event and authorized participants thereto.
- 12.0 **Suspension or Cancellation of Special Event.** The City shall have the right to temporarily suspend or cancel the Special Event at any time in the event of an adverse weather condition, emergency, or in the event of any other occurrence requiring the temporary suspension or cancellation of the Special Event in furtherance of the health, safety and welfare of the City, pursuant to its inherent police powers under Chapter 166, Florida Statutes. Any such suspension or cancellation shall be at the City's sole discretion and shall be without penalty to the City. The City shall provide Permittee with notice of any suspension or cancellation of the Special Event as soon as is practicable under the circumstances warranting suspension or cancellation. If the Special Event is cancelled through no fault of the Permittee, the City shall refund any fees paid by Permittee under this Agreement.
- 13.0 **Term.** The term of this Agreement shall commence upon full execution of this Agreement by the parties and end at such time Permittee has fully performed all the services required by this Agreement to the complete satisfaction of the City.

14.0 **Permittee's Signatory.** The undersigned person executing this Agreement on behalf of Permittee hereby represents and warrants that he has the full authority to sign said Agreement for Permittee and to fully bind Permittee to the terms and conditions set forth in this Agreement.

15.0 **Reporting Requirement.** No later than sixty (60) days after the Special Event, Permittee agrees to make a presentation to the City Commission recapping the successes and challenges experienced during the Special Event. During the City Commission meeting, the Permittee will also present a written profit and loss statement for the Special Event which details the revenues received and expenses incurred by the Permittee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

CITY OF WINTER SPRINGS

**THE OVIEDO-WINTER SPRINGS
REGIONAL CHAMBER OF
COMMERCE**

Shawn Boyle, City Manager

Steve Fullmer, Chairman



CITY COMMISSION

REGULAR MEETING MINUTES

MONDAY, SEPTEMBER 23, 2019 AT 6:30 PM

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

CALL TO ORDER

The Regular Meeting of Monday, September 23, 2019 of the City Commission was called to Order by Mayor Charles Lacey at 6:36 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:

Mayor Charles Lacey, present
Deputy Mayor Kevin Cannon, present
Commissioner Jean Hovey, present
Commissioner Ted Johnson, present
Commissioner TiAnna Hale, present
Commissioner Geoff Kendrick, present
City Manager Shawn Boyle, present
City Attorney Anthony A. Garganese, present
City Clerk Andrea Lorenzo-Luaces, present

A moment of silence was held, followed by the Pledge of Allegiance.

Mayor Lacey asked, "Are there any changes to the Agenda?" Deputy Mayor Kevin Cannon stated, "None for me." No objections were voiced to which Mayor Lacey noted, "Hearing none, it will stand Adopted as presented."

AWARDS AND PRESENTATIONS

100. Not Used

INFORMATIONAL AGENDA

200. Current Development Projects Update

There was no discussion on this Agenda Item.

PUBLIC INPUT

Mayor Lacey opened "Public Input".

Mr. Arnie Nussbaum, 687 Andover Circle, Winter Springs, Florida: representing the Casa Park Villas Homeowners Association, Mr. Nussbaum mentioned that some fellow residents had safety concerns with Tuscora Drive and the need for a traffic light there, as well as at Michael Blake Boulevard. Continuing, Mr. Nussbaum also noted that he was in favor of proposed roundabouts.

Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs, Florida: expressed concern with information being shared on social media and other platforms by some individuals who did not represent the City of Winter Springs, and asked the City Commission to investigate their actions, and hoped that impartiality and decorum would be adhered to during City Commission Meetings.

Mr. Chris Lemnah, 1440 Cranston Street, Winter Springs, Florida: as a resident of Barrington Estates, Mr. Lemnah spoke about roundabouts and inquired if studies and data had been done on roundabouts, mentioned that school students are picked up and dropped off on both sides of State Road 434, and if a median was added to that area, how would school children be kept safe.

Mr. Jesse Phillips, 1124 Duncan Drive, Winter Springs, Florida: referenced an organization he was involved with, complimented the City Commission's funding of landscaping around the fountains at the entrance to the Tuscawilla community, and noted support for roundabouts.

Mr. Phil Kaprow, 1005 Antelope Trail, Winter Springs, Florida: as a representative for some particular clients, Mr. Kaprow noted his support for roundabouts and encouraged the City Commission to do all they could to back roundabout projects, mentioned some comments he had with a State Representative, and suggested the City Commission support any early acquisition of property.

With further remarks, Mr. Kaprow said that he had spoken with Florida House of Representatives David Smith, who was aware of the project, however, Representative Smith said he had not been asked to assist with potential funding efforts.

Ms. Gina Shafer, Winter Springs Village, Winter Springs, Florida: suggested the City Commission pass an Ordinance in which no more than three (3) or more unrelated individuals could live in the same residence, mentioned that the cities of Oviedo and Gainesville had such Ordinances, and that her concerns were not related to Airbnb's. Ms. Shafer also spoke of speeding, synchronization of traffic lights, signage and hoped the City would contact the Department of Transportation to address these issues.

Mr. James Evans, 217 Almaden Court, Winter Springs, Florida: referenced previous comments about time limited parking spaces in the Town Center, specifically for customers, and asked for a status update.

It was clarified that comments related to on-street parking and were specific to the area of Tuskawilla Road and Tree Swallow Drive.

Discussion followed on a proposed parking lot which would potentially alleviate some concerns of local business owners. Commissioner Kendrick added that signage allowing customers only or short-term parking only, might also help.

City Manager Shawn Boyle stated, "We haven't been focused on limiting the time limit on the parking spaces along that road. What we've focused on is building that parking lot. I still believe that we can start construction on that, first quarter of 2020 - January timeframe, and that will bring fifty (50) spots on line pretty quickly; and we can preserve the trees and the current landscaping that's there. So, I think we can accomplish both with minimal disruption to the environment, if you will."

Further remarks ensued on businesses that were most affected, and that signage with potential time limits might be helpful, to which Deputy Mayor Cannon said he supported that.

Mayor Lacey closed "Public Input".

Mayor Lacey noted that a letter from Mr. Ken Spalthoff had been provided to the City Commission and instructed the City Clerk to enter the letter into the Record. City Clerk Andrea Lorenzo-Luaces stated, "Yes Sir."

CONSENT AGENDA

300. Minutes From The Monday, September 9, 2019 City Commission Regular Meeting

This Agenda Item was not discussed.

Related to the Consent Agenda, Mayor Lacey asked for a Motion to Approve.

“SO MOVED.” MOTION BY COMMISSIONER HOVEY. SECONDED BY COMMISSIONER KENDRICK. DISCUSSION.

VOTE:

**COMMISSIONER HALE: AYE
DEPUTY MAYOR CANNON: AYE
COMMISSIONER JOHNSON: AYE
COMMISSIONER HOVEY: AYE
COMMISSIONER KENDRICK: AYE
MOTION CARRIED.**

PUBLIC HEARINGS AGENDA

400. FY 2019-2020 Final Operating Millage Rate

This Agenda Item was introduced by Ms. Kelly Balagia, Director, Finance Department who referenced Resolution 2019-16 and mentioned that there had not been any changes since the Tentative Millage.

Mayor Lacey opened “Public Input” on this Agenda Item.

No one addressed the City Commission at this time.

Mayor Lacey closed “Public Input” on this Agenda Item.

“I MOVE TO APPROVE RESOLUTION 2019-16 ESTABLISHING THE FINAL OPERATING MILLAGE RATE AT 2.4300 MILLS AND PUBLICLY ANNOUNCING THAT THE FINAL OPERATING MILLAGE RATE IS 6.72% MORE THAN THE COMPUTED ROLLED-BACK RATE OF 2.2770 MILLS AND THE ADOPTION OF THE RESOLUTION 2019-16 SO STATING.” MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.

VOTE:

COMMISSIONER HOVEY: AYE
COMMISSIONER HALE: AYE
COMMISSIONER KENDRICK: AYE
DEPUTY MAYOR CANNON: AYE
COMMISSIONER JOHNSON: AYE
MOTION CARRIED.

401. FY 2019-2020 Final Budget

Ms. Balagia briefly addressed this Agenda Item, the applicable Resolution 2019-17 and stated, "There have been no changes from the Tentative."

Mayor Lacey opened "Public Input" on this Agenda Item.

No one addressed the City Commission at this time.

Mayor Lacey closed "Public Input" on this Agenda Item.

"I MOVE TO APPROVE RESOLUTION 2019-17 ESTABLISHING THE FINAL BUDGET FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020." MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER KENDRICK. DISCUSSION.

VOTE:

DEPUTY MAYOR CANNON: AYE
COMMISSIONER JOHNSON: AYE
COMMISSIONER HOVEY: AYE
COMMISSIONER KENDRICK: AYE
COMMISSIONER HALE: AYE
MOTION CARRIED.

402. The City Attorney And City Manager Request That The City Commission Consider Accepting The Districting Commission's Recommendation Regarding An Update Of The City Commission Voting District Boundaries Pursuant To Section 4.02 Of The City Charter, And Conduct Second Reading And Final Adoption Of Ordinance No. 2019-10 Approving The Recommendation.

City Attorney Anthony A. Garganese read Ordinance 2019-10 by "Title", spoke briefly about this Agenda Item, and mentioned there had not been any changes since the First Reading.

Mayor Lacey opened "Public Input" on this Agenda Item.

No one from the audience voiced any comments at this time.

Mayor Lacey closed "Public Input" on this Agenda Item.

"I MOVE THAT WE APPROVE ORDINANCE NUMBER 2019-10 ON SECOND READING. MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.

VOTE:

**COMMISSIONER JOHNSON: AYE
COMMISSIONER KENDRICK: AYE
DEPUTY MAYOR CANNON: AYE
COMMISSIONER HALE: AYE
COMMISSIONER HOVEY: AYE
MOTION CARRIED.**

REGULAR AGENDA

500. State Road 434 Widening: Seminole County Commissioner Bob Dallari Presenting

Commissioner Bob Dallari, Seminole County, 1101 East 7th Street, Sanford, Florida: addressed the Mayor and City Commission for the Record on a proposed project, said that he and fellow Seminole County Commissioner Jay Zembower had worked on this project with other individuals.

Continuing, Commissioner Dallari noted that the Seminole County Board of County Commissioners had had a Work Session on this proposed project and were in agreement with the planned outcome. Commissioner Dallari also noted that they would be asking for support from the City of Winter Springs and the City of Oviedo.

Remarks continued.

Mr. Ryan Cunningham, Associate Engineer, Kittelson & Associates, 225 East Robinson Street, Suite 355, Orlando, Florida: reviewed a presentation with the Mayor and City Commission and addressed vehicular, bicycle, and pedestrian needs and proposed improvements.

Mr. Cunningham explained, “In terms of our schedule, so we’re complete on project development now. We’re looking to move into design later this year. The County is currently working on setting up an RFP (Request for Proposal) to be released in December which would allow the design to get underway early next year. There’s been complete streets funding set-aside by MetroPlan [Orlando] for this design to happen. And then, right-of-way and construction, we’ve been in discussions with FDOT (Florida Department of Transportation) and MetroPlan [Orlando] and looking to have that done in Fiscal Year [20]23-24; so, we’re looking at a four to five (4-5) year time frame.” Furthermore, Mr. Cunningham said, “We are looking to obtain support for the project.”

Continuing, Mr. Cunningham mentioned, “We did present to the County Commission on August 27th, presented to you all tonight, and next Monday, we will be presenting to FDOT (Florida Department of Transportation) management, so that includes the Secretary, and the Oviedo City Council that evening.

So, FDOT (Florida Department of Transportation) has asked that prior to moving into design, that we do have Resolutions from the cities and the County expressing their support for the project so that we can all be on the same page. We’re looking to hold a public meeting in October, similar to the one that we had last year – that we’d just re-invite all the citizens out and give them an update on where we are and what is going to happen moving forward.”

Commissioner Dallari mentioned that there was another slide related to signals versus roundabouts, which they would provide to the Mayor and City Commission.

Next, Commissioner Jean Hovey commented, “Last week, I had an opportunity to speak with Commissioner Dallari and that was one of the first questions I asked, was about the School District - and he assured me that as we know, they have a good working relationship with the School District, and the school buses will have to have different stops.” Further remarks.

Speaking for the Record, Commissioner Dallari remarked, “Once we get the approval from both cities, we’ll definitely reach out to the School Board.”

Deputy Mayor Cannon offered his appreciation to Commissioner Dallari and Commissioner Zembower for their assistance.

Comments followed on traffic count numbers, and whether the City of Oviedo might re-open some roads that had been closed to cut-through traffic, other connectivity options, and buffered bike lanes.

Deputy Mayor Cannon then said to Mr. Cunningham, “In Oviedo, south, heading to Mitchell Hammock Road, there, in that Section 2 or phase 2, you are going to be reducing the speed limit from forty-five (45) to thirty-five (35) – does that look like that has been approved by DOT? Is that going to happen?” Mr. Cunningham responded, “Yes, DOT has already approved that.”

With continued remarks, Deputy Mayor Cannon stated, “You are going to propose to DOT a forty (40) mile per hour speed limit target heading - westbound from Hammock, headed over towards the [State Road] 417.” Mr. Cunningham noted, “Correct.”

Deputy Mayor Cannon then asked Mr. Cunningham if they had considered “An elliptical roundabout being placed underneath the [State Road] 417 which would allow egress from those four (4) exits without having the jam up of traffic signalization there? Have you looked at that or could you look at that?”

Mr. Cunningham responded, “We haven’t looked at that - I mean it conceptually could be done but I think there are two (2) other improvements that we had identified for long term at those signalized intersections which I think would be cheaper and just as effective.” With further remarks, Deputy Mayor Cannon also suggested a roundabout at the intersection with Tuscora Drive.

Commissioner Dallari pointed out that State Road 417 is controlled by Florida’s Turnpike Enterprise and recommended that when that road is set to be widened, Commissioner Dallari thought that that would be the preferred timeframe to bring up any such roundabout projects.

Discussion continued on traffic signalizations, traffic flow, bicycle traffic, as well as roundabouts and traffic calming.

Deputy Mayor Cannon then mentioned speeding traffic along State Road 434 and that he was interested in any suggestions regarding getting the speed limit lowered.

Commissioner Dallari suggested, "If your Board wants to do something, work through your City Manager and your staff; we'll be more than happy to work with you." Commissioner Dallari further spoke of working together and possibly with a Consultant if necessary.

Commissioner Geoff Kendrick also thanked Commissioner Dallari and said he would also contact Commissioner Zembower.

Next, Commissioner TiAnna Hale provided some documents related to roundabouts, said that education would be very helpful and additionally offered her thanks to Commissioner Dallari.

Commissioner Ted Johnson echoed recent comments and asked if crosswalks would be illuminated. Mr. Cunningham said they would be and pointed out, "FDOT requires that all roundabouts be lit, so the entire intersection will be lit."

Furthermore, Commissioner Johnson mentioned previous thoughts that traffic signals at the State Road 417 intersection be coordinated, suggested that speed limits be reduced along State Road 434 to Tuskawilla Road, and hoped that both of these items could be included in the presentation to FDOT. Commissioner Johnson also referenced complaints he had received regarding safety issues at the Creeks Run intersection at State Road 434.

Furthermore, Commissioner Johnson hoped that State Representative David Smith be contacted to see if he could offer any assistance. Commissioner Dallari said they would do that.

Additionally, Commissioner Johnson and Mayor Lacey further expressed their appreciation to Commissioner Dallari.

"I MOVE THAT WE APPROVE RESOLUTION 2019-21 EXPRESSING SUPPORT FOR THE COUNTY AND DOT MOVING FORWARD WITH THIS PROPOSED PROJECT." MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.

VOTE:

COMMISSIONER KENDRICK: AYE

COMMISSIONER HOVEY: AYE

COMMISSIONER HALE: AYE

COMMISSIONER JOHNSON: AYE

DEPUTY MAYOR CANNON: AYE

MOTION CARRIED.

Mayor Lacey complimented Commissioner Dallari again on his many efforts, remarked that he has helped the City of Winter Springs on numerous occasions, and thanked him for his years of valued assistance.

Commissioner Dallari thanked the Mayor and Commission and mentioned that if they would like some assistance on any other projects on State Road 434 to let him know, to which Mayor Lacey noted that a roundabout at Tuscora might be of interest.

Commissioner Dallari spoke briefly of a personal matter.

Lastly, Mayor Lacey offered his appreciation to Attorney Garganese for putting the Resolution so quickly.

501. Dream Finders Townhomes Contract Obligation

Mr. Christopher Schmidt, Director, Community Development Department presented this Agenda Item for discussion.

Attorney Garganese gave an overview of aspects related to this Agenda Item.

Mayor Lacey asked Attorney Garganese to provide a brief synopsis of what the City Commission was being asked to do; to which Attorney Garganese said, "The Staff is requesting direction relative to the conveyance obligation that's set forth in the recorded Development Agreements for Neighborhood Parks '#4' and '#5'. If you look at the Preliminary Engineering Plans that are in your package, it's difficult to implement those Plans and proceed with their Applications for Final Engineering, Aesthetic Review and Plat with the understanding that Neighborhood Parks '#4' and '#5' are denoted on their development parcel; so Staff is requesting direction regarding the necessity of such conveyance of such squares in conjunction with the development of their parcel."

Deputy Mayor Cannon referred to the Plans and inquired of Attorney Garganese, "Did they do the required carveouts of the Parks '#4' and '#5'?" Attorney Garganese responded, "As they are depicted, they do not have the necessary carveouts for neighborhood Parks '#4' and '#5'."

"CAN I MOVE TO EXTEND OUR TIME TO NINE O'CLOCK." MOTION BY COMMISSIONER KENDRICK. SECONDED BY DEPUTY MAYOR CANNON. DISCUSSION.

COMMISSIONER JOHNSON SAID, "I AM NOT SUPPORTING ANY MOTION TO EXTEND TIME UNLESS IT INCLUDES PUBLIC INPUT AT THE END." DEPUTY MAYOR CANNON ADDED, "I AGREE." COMMISSIONER KENDRICK NOTED, "PUBLIC INPUT AND REPORTS, YES. ABSOLUTELY."

MAYOR LACEY STATED, "THE MOTION IS TO EXTEND UNTIL NINE O'CLOCK. IS THERE UNANIMOUS CONSENT TO AMEND THE MOTION TO EXTEND UNTIL NINE O'CLOCK INCLUDING REPORTS AND PUBLIC INPUT." DEPUTY MAYOR CANNON REMARKED, "YES." COMMISSIONER JOHNSON NOTED, "THAT I WOULD SUPPORT."

MOTION CARRIED UNANIMOUSLY.

Mr. Rob T. Rosen, Esquire, Burr Forman, 200 South Orange Avenue, Suite 800, Orlando, Florida: representing Dream Finders Homes, Mr. Rosen provided a history of the Dream Finders Homes project to the present time.

Continuing with his remarks, Mr. Rosen then provided new documents to the City Commission and further addressed their proposed project.

Mr. Dan Edwards, Vice President of Land, Dream Finders Homes, 8529 South Park Circle, Suite 830, Orlando, Florida: commented further on their planned project.

Commissioner Kendrick asked if any of the new material had been provided to City Staff prior to this meeting. Manager Boyle responded, "Not that I am aware of." Attorney Garganese added, "No."

Mayor Lacey inquired, "Was the essence of their proposal for this .88 acres communicated to the City prior to tonight?" Manager Boyle stated, "No, not in this capacity that he is showing on the board."

Commissioner Johnson asked how the City got to this point. "Would not the original layout show specifically that these two (2) parks, numbers '#4' and '#5' were part of this property when purchased?"

Attorney Garganese stated, "The Development Agreements that are recorded against the land are public information and would be available and any Title Report relevant to the subject property."

Commissioner Johnson then inquired, "Whose responsibility is it to make sure that these parks are going to be part of any development on this particular parcel?"

Attorney Garganese commented that he thought that "#4" and "#5" were last memorialized in a recorded document in 2010 through a development commitment agreement between the property owner and the City and indicated that the neighborhood parks "#4" and "#5" were an outstanding obligation which ran with the land.

Commissioner Johnson questioned why due diligence was not done by the Developer.

Further, Deputy Mayor Cannon commented on recorded binding obligations, as well as the park locations, and the proposed plans from Dream Finders Homes.

Brief discussion.

Commissioner Kendrick suggested, "The information that we have tonight that is in front of us, these five (5) pages, are brand new. I think we would only be prudent for this to go back to Staff and be brought to us at another time, period." Mayor Lacey noted his agreement.

Addressing the representatives of Dream Finders Homes, Commissioner Hale asked, "So, my understanding is you want us to release you from your contractual obligations to take away green spaces for our children?" Mr. Rosen said, No, however they wanted to be treated like other Developers.

Commissioner Hale then said, "I cannot speak for prior Commission's decisions but it is of utmost importance to me personally, that we maintain the spaces for the children." Commissioner Hale also mentioned that the buffers as presented were not acceptable.

Next, Commissioner Johnson remarked about the importance of green space as often mentioned by residents. Commissioner Johnson then noted, "When I look at this map, I would hope someone would be able to tell me, for example, right in the center of the map, it is depicted as 0.11 acres I believe. I am assuming that that is in fact, part of this project - that doesn't appear to be any type of public space to me."

Furthermore, Commissioner Johnson said, "To the green area at the left hand corner, adjacent to the Trail, can somebody from Dream Finders perhaps tell me what the vision is for that?"

With some brief remarks, Mr. Edwards referenced the map and stated, "These are areas that are open space, so the green space, kind of in the center, the intention of that is to be basically a park track, a green space. The original intention based off of the Preliminary and Engineering approval was for that to be owned and maintained by the association that would be set up for this project."

So, what we're proposing is - we will obviously build that green space and if it's the desire of the City, we would convey it over to the City. The same for the space up by the Trail; that is just currently kind of a green space that's been proposed near the Trail, there is access to the Trail there."

With additional comments, Mr. Edwards stated, "We're happy to work with you, figure out those green spaces, and again, convey them to you." Remarks continued.

Commissioner Johnson inquired about a structure shown on the map, to which Mr. Edwards stated that it was an existing Lift Station and added, "There is open space around that but we didn't include that." Continuing, Mr. Edwards, added, "That's certainly something that if the City would like to have though, we would be willing to convey."

Deputy Mayor Cannon said to Mr. Edwards, "Are you telling the Commission that you were not aware in your due diligence and in reviewing through the recorded agreements that run with the land that these two (2) squares, '#4' and '#5' were there before you did your lay out?"

Mr. Edwards mentioned that he was not involved with this project in 2018.

Mr. Batey McGraw, National Vice President of Land, Dream Finders Homes, 14701 Phillips Highway, Jacksonville, Florida: stated, "Dan was not involved with the project at the time. I was, and essentially we were under contract on the property. We had not purchased it. We were working with Lochrane (Engineering, Inc.) at the time, now NV5 (Inc.), who was very familiar with the project. We were going through all these documents and we came up with a plan which is materially identical to what you see on the screen today."

With further remarks, Mr. McGraw added, "Again, certainly, the information is clearly there now. In retrospect, we did not identify that those parks were a part of our plan or needed to be a part of the plan."

Again, we didn't buy the property until after we went through that preliminary engineering process and got feedback from the Staff, got feedback from the Council and the City and got that approval. So, at that point, we took that to carry the most weight and not necessarily these voluminous documents that were in the title policy. So, that doesn't excuse us from the fact that those still exist and are still applicable to the property today. But I think that just to give you - it is not as if it was a negligent or even devious attempt to not follow the agreement. It was - something that was missed; we went through a process which then sort of superseded any of those things we felt like. And we used that knowledge and that assumption to proceed forward and purchase the property."

Attorney Garganese noted for the Record the following from the City's Code, "9-49. of the City Code specifically states that 'Approval of the preliminary plan shall be construed as authority for submitting a final plan in accordance with this chapter. Approval of the preliminary plan by the city council shall not be construed as authority for the sale of lots in reference to the preliminary plan, nor as for authority for obtaining building permits, nor for the recording of a plat, nor for the installation of required improvements'."

Further comments.

Commissioner Kendrick pointed out, "A representative from Dream Finders did just state that discrepancies were there and they were available to be caught by them. I mean they were there. What I wanted to do tonight was have solutions. I wanted to find solutions. I wanted to hear alternatives. We have heard one, it was put on our desk right now. We did not have time to review it, Staff has not had time to review it." With further remarks, Commissioner Kendrick suggested that the Developer could sit down with City Staff.

Additional comments continued.

Attorney Garganese pointed out that “Staff is seeking direction regarding the outstanding contractual obligations because tentatively their Final Engineering Plans have been scheduled for Planning and Zoning Board [/Local Planning Agency] consideration, the beginning of October and then the Commission at the next meeting.”

“I AM PREPARED TO MAKE A MOTION THAT WE AS A CITY PRESERVE OUR CONTRACTUAL RIGHTS UNDER THESE RECORDED INSTRUMENTS THAT HAVE BEEN ON FILE FOR YEARS, AND THEN IF THAT IS THE GUIDANCE STAFF IS LOOKING FOR, I AM PREPARED TO SAY, YES, WE SHOULD PRESERVE OUR CONTRACTUAL RIGHTS AS A CITY UNDER THESE RECORDED INSTRUMENTS AND ALLOW THE APPLICANT TO GET BACK WITH STAFF AND WITH YOU ANTHONY, TO SEE WHAT CAN BE MODIFIED, WHAT LAYOUTS, OR WHATEVER CAN BE ADDRESSED.” MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER KENDRICK. DISCUSSION.

VOTE:

COMMISSIONER JOHNSON: AYE

COMMISSIONER HOVEY: AYE

COMMISSIONER HALE: AYE

DEPUTY MAYOR CANNON: AYE

COMMISSIONER KENDRICK: AYE

MOTION CARRIED.

REPORTS

600. City Attorney Anthony A. Garganese, Esquire

No Report.

601. City Manager Shawn Boyle

No Report was given.

602. City Clerk Andrea Lorenzo-Luaces, MMC

No Report.

603. Seat One Commissioner Jean Hovey

No Report was given.

604. Seat Two Commissioner/Deputy Mayor Kevin Cannon

Deputy Mayor Cannon expressed his concern with decorum issues by a resident at recent City Commission Meetings, spoke for the Record regarding a particular instance, and cited several provisions of the City Code.

Next, Deputy Mayor Cannon requested that a statement, with language which could be drafted by the City Attorney, be read at the beginning of each City Commission Meeting to inform everyone in attendance of the rules of civility and decorum.

Mayor Lacey noted his personal concerns with issues related to decorum.

Deputy Mayor Cannon then referenced a document from Mr. Ken Spalthoff which had been addressed earlier in this Meeting, and read the document into the Record.

Continuing, Deputy Mayor Cannon asked for the Consensus of the City Commission to have language drafted which summarizing the rules of decorum and that they would be read at the start of each City Commission Meeting.

“MOTION TO EXTEND TIME TO 9:30 PM. - TO INCLUDE REPORTS AND PUBLIC INPUT.” MOTION BY COMMISSIONER KENDRICK. SECONDED BY DEPUTY MAYOR CANNON. DISCUSSION.

MOTION CARRIED UNANIMOUSLY WITH NO OBJECTIONS.

Further comments followed.

Mayor Lacey noted, "I have no objection to doing that. I would like the verbiage to come from Anthony (Garganese)." Deputy Mayor Cannon stated, "Absolutely." Mayor Lacey added, "Any Commissioner is welcome to provide input to Anthony."

Mayor Lacey asked, "Is there objection to the Deputy Mayor's proposal?"

Commissioner Kendrick remarked, "I completely agree with everything you said. I am not a fan of- reading it at the beginning of each Meeting; however, the Mayor has said he has no problem with it and that is - his responsibility. So, if the Mayor has no problem with it, I have no problem with it." Further comments continued.

Deputy Mayor Cannon then spoke briefly about the LMARS (Lake Monroe Amateur Radio Society) Inaugural First Responder Amateur Radio Class and recognized Lieutenant Will Maxwell, Winter Springs Police Department for his participation. Deputy Mayor Cannon then encouraged other first responders to participate in any future classes that will be offered, and also thanked Chief Deisler for the use of Police Department facilities.

Concluding his Report, Deputy Mayor Cannon congratulated Commissioner Kendrick on his work with the Tri-County League of Cities and Virgin Trains' presentation at a recent meeting.

605. Seat Three Commissioner Ted Johnson

Commissioner Johnson mentioned a resident's concerns with an electric services provider as well as billing, State regulations of electric utilities, and also mentioned a Petition effort to deregulate Utilities which was being proposed for the November 2020 ballot.

Mayor Lacey mentioned a Franchise Agreement between the City and Duke Energy Corporation.

606. Seat Four Commissioner TiAnna Hale

Commissioner Hale mentioned that the City received several Ovation Awards through the Oviedo-Winter Springs Regional Chamber of Commerce – for the City’s Hometown Harvest event, for the Scottish Highlands Games, and for Central Winds Parks.

Continuing, Commissioner Hale reminded everyone that the Grand Opening of a new playground at Central Winds Park would be September 26th at 6:00 p.m.

Commissioner Hale then noted that she had attended the Seminole County Legislative Delegation Meeting and had spoken with Representatives David Smith and Scott Plakon, as well as Senator David Simmons regarding funding for wastewater treatment plants.

Next, Commissioner Hale commented that she attended a Rotary Club BBQ held for exchange students which she thought was a fun and informative event.

Concluding her Report, Commissioner Hale spoke about her apprehension with keeping residents safe, noted that everyone should be able to share their opinions, and no one should feel threatened. Commissioner Hale added that people should be kind to one another, and suggested contacting the City’s Elected Officials if someone had any concerns.

607. Seat Five Commissioner Geoff Kendrick

Commissioner Kendrick spoke of the 3rd Annual First Responders Luncheon that he attended on September 11th at Keeth Elementary School and said that Chief Deisler and Captain Matt Tracht, Police Department also were in attendance.

Further brief comments.

Continuing, Commissioner Kendrick remarked about a recent Tri-County League of Cities meeting in which Virgin Trains addressed about their transportation plans.

Commissioner Kendrick then mentioned that as a Director for the Florida League of Cities, he had recently attended a meeting in which they addressed their Legislative Agenda which included water infrastructure projects. Commissioner Kendrick also noted that Representative David Smith had filed two (2) new Bills.

Lastly, Commissioner Kendrick referenced the upcoming Grand Opening of a new playground at Central Winds Park which will be held on September 26th at 6:00 p.m.

Commissioner Kendrick added, "Thank you very much Manager Boyle as well, your hard work and persistence has really been bringing our Parks into another category – better than anyone else in Seminole County."

608. Mayor Charles Lacey

No Report.

In other City business, Deputy Mayor Cannon spoke briefly about attending a remembrance ceremony at City Hall on September 11th, and thought this should be an annual event and also open to residents.

Deputy Mayor Cannon then remarked, "Kudos to Staff for arranging that and for those that attended."

PUBLIC INPUT

Mayor Lacey opened "Public Input".

Ms. Bobbie Demme-SanFilippo, 108 View Point Place, Winter Springs, Florida: spoke in favor of roundabouts, urged the City Commission to consider pedestrian safety, commented on the need for a balance between the preservation of green space and homeownership, and remarked about parking solutions for the Town Center.

Mr. Kevin McCann, 1109 Pheasant Circle, Winter Springs, Florida: addressed development, commended previous Commissioners who had the foresight to set aside land for City Parks, thanked the City Commission as well as Manager Boyle for their due diligence, and pointed out that he did not think that sidewalks and streets were a suitable replacement for green space.

Ms. Gina Shafer, Winter Springs Village, Winter Springs, Florida: commented on her concern with the costs of parking spaces, that employees of [Town Center] businesses could park further away than customers, did not think The Blake apartments had an area for walking dogs, that there was a need for green space, and mentioned there was a piece of property near Winter Springs Village that was for sale, and thought this land would be great as green space.

Mr. Matthew Benton, 414 Cedarwood Court, Winter Springs, Florida: thanked the Mayor and City Commission for discussing rules of decorum, expressed gratitude for the 6:30 p.m. start time for meetings, however he suggested the City Commission should consider changing the end time of City Commission meetings as he thought it was good that residents were able to offer comments during the second “Public Input” section.

Mayor Lacey closed “Public Input”.

ADJOURNMENT

Mayor Lacey adjourned the Regular Meeting at 9:25 p.m.

RESPECTFULLY SUBMITTED:

ANDREA LORENZO-LUACES, MMC
CITY CLERK

APPROVED:

MAYOR CHARLES LACEY

NOTE: These Minutes were approved at the _____, 2019 City Commission Regular Meeting.



REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | OCTOBER 14, 2019 | REGULAR MEETING

TITLE

Utilities Operations, Maintenance, and Management Services Agreement with Veolia Water North America - South, LLC

SUMMARY

In July 2019, the City initiated a competitive bidding process by publishing a Request for Qualifications (RFQ #05-19 LR) seeking qualifications and proposals from qualified firms to perform comprehensive utilities operation, maintenance, and management services for the City's water, wastewater, reclaimed water, and stormwater utilities systems. The City ranked the respondents submitting qualifications to RFQ #05-19 LR and selected Veolia Water North America - South, LLC (Veolia) as the top ranked firm subject to negotiating a mutually acceptable agreement with the City to perform the services required by the RFQ. This firm was considered to be the most qualified, demonstrating experience and financial capability to operate, maintain, and manage the City's two wastewater plants, three water plants, reuse augmentation plant, reclaimed water storage and pumping system, 50 lift stations, and stormwater infrastructure.

Veolia's proposed cost of \$3,327,122 matches the City's annual operating budget for the water plants, wastewater plants, reuse augmentation plant, and lift stations. Veolia will operate the facilities for that cost and will offer employment to the City's Water Operators, Wastewater Operators, and Lift Station Maintenance staff. The City will continue to operate customer service and billing, water distribution, wastewater collection, and residential reuse.

The annual fee of \$3,327,122 will be paid from the Utility Enterprise Fund and will be prorated for FY19-20. The annual fee for subsequent years will be negotiated at least four months prior to commencement of the next fiscal year, or default to the annual fee adjusted by the Consumer Price Index for All Urban Consumers (CPI-U).

Shortly after approval of this agenda item, Veolia will evaluate the City's stormwater system and prepare a written scope of work and associated fee for providing stormwater services. Staff will request approval from the City Commission to incorporate this additional scope of services and fee as an amendment to the Agreement. At that time, Veolia will extend employment to the City's stormwater staff.

Veolia will provide various Process Control and Asset Management tools needed for maximizing the efficiency of the utility operations and maintaining regulatory compliance. The result of these efforts will also provide valuable information for capital improvement planning during the annual budget process. Veolia will report to the Public Works and Utilities Director and will assist as needed in coordinating with other City departments. This will involve attending staff meetings, providing regular reports on actions, and assisting the City Management with decision-making related to the utilities.

RECOMMENDATION

Pursuant to RFQ #05-19 LR, staff recommends the City Commission approve the attached contract with Veolia Water North America - South, LLC for Utility Operations, Maintenance, and Management services. Additionally, authorizing for the City Manager and City Attorney to prepare and execute any and all applicable contract documents consistent with this Agenda item.

EXECUTION VERSION

***Agreement For
Utilities Operations, Maintenance and Management Services***

THIS AGREEMENT is entered into this _____ day of _____ 2019, by and between

The **City of Winter Springs**, a Florida municipal corporation, with offices at 1126 East State Road 434, Winter Springs, FL 32708 (hereinafter “OWNER”)

and

Veolia Water North America - South, LLC, a Delaware limited liability company with offices at 53 State Street, 14th Floor, Boston, MA 02109 (hereinafter “VWNA”).

WHEREAS, OWNER owns and provides for the operation of water, wastewater, reclaimed, and stormwater utilities which generally and currently consist of two wastewater plants, three water plants, reuse augmentation plant, reclaimed water storage and pumping system, 50 lift stations, and stormwater infrastructure; and

WHEREAS, OWNER requires professional utilities operation, maintenance and management services, and in furtherance of this requirement, OWNER initiated a competitive bidding process by publishing a Request for Qualifications (RFQ #05-19 LR) seeking qualifications and proposals from qualified firms to perform comprehensive utilities operation, maintenance and management services for OWNER’s utilities systems; and

WHEREAS, VWNA represented to OWNER in its RFQ submittal that it has extensive and relevant experience in performing utilities operation, maintenance and management services; and

WHEREAS, during the competitive bidding process, the OWNER ranked the respondents submitting qualifications to RFQ #05-19 LR and selected VWNA as the top ranked firm subject to negotiating a mutually acceptable agreement with the OWNER to perform the comprehensive utilities operation, maintenance and management services required by the RFQ; and

WHEREAS, VWNA and OWNER desire that VWNA perform comprehensive utilities operation, maintenance and management services for OWNER’s utilities systems pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, OWNER and VVNA agree as follows:

1. **General**

- 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in **Appendix A.**
- 1.2 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Seminole County, Florida, or Federal court in Orlando, Florida. The Parties hereby waive their right to a jury trial.
- 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.5 All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed given when delivered, if delivered personally or by courier mail service, i.e., Federal Express or Airborne Express, delivered after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or received by the party for which notice is intended if given in any other manner.
- 1.6 This Agreement, including **Appendices A through H,** is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "VVNA" and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.

- 1.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 1.8 It is understood that the relationship of VWNA to the OWNER is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services and nothing herein is intended to imply that VWNA is to supply professional engineering services to OWNER unless specifically stated in this Agreement to the contrary.
- 1.9 Each party shall bear their own attorney's fees and legal costs arising out of or in furtherance of this Agreement unless otherwise expressly stated herein.
- 1.10 This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.
- 1.11 Prior to the commencement of work under this Agreement, VWNA shall designate in writing an employee or other representative who shall serve as the lead Project representative responsible for managing this Agreement on behalf of VWNA and who shall have full authority to approve changes in the Scope of Work and compensation therefore, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to the OWNER's designated representative when necessary. OWNER's City Manager or City Commission shall be so designated on behalf of the OWNER to approve and execute change orders pursuant to the authority vested in each pursuant to the City Charter of Winter Springs, Florida. OWNER shall also designate an employee representative to be the lead Project manager responsible for managing this Agreement on behalf of the OWNER and communicating and furnishing information expeditiously to VWNA's designated representative when necessary. Each Party may freely change their respective designated representative by providing written notice of the change to the other Party.
- 1.12 This Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against either party hereto. All Appendices attached to this Agreement are hereby incorporated in and made a part of this Agreement. In the event of a conflict between a provision of this Agreement and a provision of any

Appendix to this Agreement, the provisions of this Agreement and the Appendix shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Appendix, the provision in the Agreement shall prevail.

- 1.13 Nothing in this Agreement shall be construed as a waiver of the OWNER's police powers or regulatory authority over the OWNER's water, sewer, reclaimed and stormwater systems.
- 1.14 OWNER intends to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the OWNER.
- 1.15 The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently design, permit or construct any portion of the Project outside of the process described herein.

1.16 Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to services and work done under this Agreement is vested in the OWNER. OWNER hereby grants to VWNA, for the Term of this Agreement, a nonexclusive, royalty-free, license to use any intellectual property rights owned by OWNER required in connection with the provision of services under this Agreement. Save as otherwise provided in this Agreement, designs, drawings, specifications, instructions, manuals and other documents created, produced or commissioned by VWNA and relating to the Facility and to the carrying out of the services under this Agreement and copyright therein and all intellectual property rights that are owned by VWNA are, shall be, and shall remain the property of VWNA. The OWNER can retrieve any such information from VWNA at any time and at no cost during the Term. In cooperation with the OWNER, at the end of the Term, VWNA will use commercial efforts to propose a bulk transfer function that can be utilized by the OWNER. VWNA agrees to accommodate requests made by the OWNER, or a vendor working on behalf of the OWNER, to provide information and assistance in integrating such information with a third party application in an industry standard format (e.g., comma delimited, CSV, Excel or GIS files).

2. INTENTIONALLY DELETED.

3. **VWNA's Services – General**

Beginning on the Commencement Date:

- 3.1 VWNA shall provide a sufficient number of certified and qualified personnel, including management, administrative, operational, technical, laboratory and

clerical, who meet relevant State of Florida requirements and certifications regarding water, wastewater, reclaimed and stormwater treatment operations, maintenance and management and are capable and demonstrate experience necessary to operate the facilities covered by this Agreement.

- 3.2 VWNA shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water, wastewater, reclaimed and stormwater process control, maintenance, safety, and supervisory skills.
- 3.3 VWNA shall develop and/or supply and utilize computerized programs for maintenance, process control, cost accounting, and laboratory Quality Assurance/Quality Control. Such programs shall be capable of readily providing historical data and trends.
- 3.4 Within fifteen (15) days after VWNA begins service under this Agreement, VWNA will provide a physical inventory of the OWNER's vehicles and equipment in use at the Project and a general statement as to the condition of each vehicle or piece of equipment.
- 3.5 VWNA will provide OWNER with a physical inventory of chemicals and other consumables on hand when VWNA begins services under this Agreement. VWNA will provide OWNER with the same quantity of chemicals or equivalent upon termination of this Agreement.
- 3.6 VWNA shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by OWNER and assist OWNER in enforcing existing equipment warranties and guarantees.
- 3.7 VWNA shall provide the OWNER with full documentation that preventive maintenance is being performed on OWNER's owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the OWNER. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- 3.8 VWNA shall operate, maintain and/or monitor the Project on a 24-hour per day, seven day per week schedule, but the facilities will only be staffed per the FDEP permit requirements as of the date of contract signing.
- 3.9 Visits may be made at a reasonable time by OWNER's City Manager and Directors so designated by the OWNER's representative. Keys for the Project shall be provided to OWNER by VWNA for such visits. All visitors to the Project shall comply with VWNA's operating and safety procedures.

- 3.10 VWNA will implement and maintain an employee safety program in compliance with applicable laws, rules and regulations and make recommendations to OWNER regarding the need, if any, for OWNER to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to VWNA's operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act ("ADA"). Said recommendations shall include a written statement identifying all necessary Capital Expenditures, and a reasonable schedule for completing the same, which VWNA believes must be funded by OWNER pursuant to Section 7.1 With the exception of making recommendations to OWNER as required by this subsection, nothing herein shall be construed to place upon VWNA a duty to find and report violations of either the safety laws or the ADA at the Facility.
- 3.11 VWNA may modify the process and/or facilities to achieve the objectives of this Agreement and charge the Costs to the Maintenance and Repair Limit; provided, however, no modification shall be without OWNER's prior written approval if the complete modification Cost shall be in excess of Five Thousand Dollars (\$5,000).
- 3.12 In any emergency affecting the safety of persons or property, VWNA shall notify OWNER of such emergency circumstances as soon as practical, and in all events within four (4) hours after becoming aware of the emergency circumstances. VWNA may act without written amendment or change order, at VWNA's discretion, to prevent threatened damage, injury or loss. VWNA shall be compensated by OWNER for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include VWNA's non-labor direct Costs for the emergency work. Nothing contained in this Section shall impose upon VWNA a duty to perform any emergency work absent a change order and failure to perform any such emergency work shall not impose upon VWNA any liability for errors and omissions.
- 3.13 As required by law, permit or court or regulatory agency consent order, VWNA will prepare plant performance reports and submit them to OWNER for signature and transmittal to appropriate authorities.
- 3.14 VWNA will provide laboratory testing and sampling presently required by plant performance portions of the Safe Drinking Water Act, NPDES permits, the Clean Water Act and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
- 3.15 VWNA will provide for the collection and hauling of solid waste, screenings, grit, sludge and scum ("Waste") to OWNER's existing or approved disposal sites. It shall be the sole right and responsibility of OWNER to designate, approve or select disposal sites to be used by VWNA for OWNER's waste materials. All

Waste and/or byproduct treated and/or generated during VWNA's performance of services is and shall remain the sole and exclusive property of OWNER. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the OWNER.

- 3.16 Within the first ninety (90) days of this Agreement, VWNA shall provide OWNER with a listing of recommended actions and capital improvements that VWNA believes will be required for any of the facilities covered by the Agreement. Throughout the Term, within one hundred twenty days [120] days of the end of Owner's Fiscal Year, VWNA may propose to OWNER, in writing, additional capital improvements VWNA reasonably believes need to be performed in order for VWNA to be able to perform its obligations under this Agreement. Within thirty [30] days after receiving such proposal, OWNER shall respond to VWNA in writing clearly stating whether OWNER accepts or rejects such proposal. If accepted, OWNER and VWNA may negotiate under Section 10.1 (Change in Scope) for VWNA to perform such improvements. If OWNER (i) rejects any such proposal or (ii) fails to perform (or cause to perform) any capital improvement proposed by VWNA or fails to perform any other capital improvements reasonably required to maintain the facilities covered by this Agreement, and if such rejection or failure interferes or prevents VWNA from complying with this Agreement, then VWNA shall be relieved of its responsibilities to perform its obligations under this Agreement.
- 3.17 INTENTIONALLY DELETED.
- 3.18 VWNA shall use reasonable efforts consistent with prudent industry practices and the Agreement to control odors from the Facility so that no nuisance or disruption of adjacent properties and facilities occurs. VWNA, in conjunction with OWNER, shall develop a program that identifies procedures for certifying and documenting odor complaints, and shall establish procedures to address recurrent failures of the odor control program.
- 3.19 VWNA shall provide OWNER with an accounting of expenditures in sufficient detail as may be reasonably determined by OWNER, to substantiate costs and fees incurred in connection with Section 8.3, 8.4, 8.9, 8.10 and 10.
- 3.20 Throughout the Term, VWNA shall maintain, at its own cost, the Florida Business Tax Receipt.
- 3.21 VWNA shall use commercially reasonable efforts to maintain water and sewer use and consumption consistent with the data provided under Section 7.10 of this Agreement in performing VWNA's services under this Agreement

4. **VWNA's Scope of Services – Wastewater Treatment and Associated Reclaimed Facilities**

Beginning on the Commencement Date:

- 4.1 This Article shall apply to VWNA's OM&M services for the OWNER's wastewater treatment system and associated reclaim water facilities.
- 4.2 Within the design capacity and capabilities of the wastewater treatment plant(s) described in detail in **Appendix B**, VWNA will manage, operate and maintain the East wastewater treatment plant designed to treat 2.012 million gallons a day annual average daily flow (AADF) and the West wastewater treatment plant designed to treat 2.07 million gallons a day AADF so that effluent discharged from the Plants meets the requirements specified in **Appendix C-1**. VWNA shall monitor all wastewater entering the Plant and treat all such wastewater in accordance with the terms of this Agreement and applicable law. Reclaimed water intended for reclaimed customers will be treated in accordance with applicable reclaimed water standards.
- 4.3 Subject to the availability of funds within the Maintenance and Repair Limit, VWNA will perform all Maintenance and Repairs for the Wastewater portion of the Project, and submit a monthly accounting to OWNER, along with a detailed invoice, if Maintenance and Repair expenditures for the Project exceed the Maintenance and Repair Limit specified in Section 8.1.
- 4.4 VWNA will pay all Costs incurred in Wastewater and associated reclaimed water operations.

5. **VWNA's Scope of Services – Lift Stations**

Beginning on the Commencement Date,

- 5.1 This Article shall apply to VWNA's maintenance and repair services for the OWNER's wastewater collection system lift stations described in **Appendix B**.
- 5.2 VWNA will maintain and repair the wastewater collection system lift stations. VWNA's responsibility for the lift stations begins at the end of the inlet pipe and ends at the beginning of the outlet pipe to the station.
- 5.3 Subject to the availability of funds within the Maintenance and Repair Limit, VWNA will perform all Maintenance and Repairs for the lift station portion of the Project, and submit a monthly accounting to OWNER, along with a detailed

invoice, if Maintenance and Repair expenditures for the Project exceed the Maintenance and Repair Limit specified in Section 8.1.

5.4 VWNA will pay all Costs incurred in lift station operations.

6. VWNA's Scope of Services – Water Treatment

Beginning on the Commencement Date:

6.1 This Article shall apply to VWNA's OM&M services for the OWNER's water treatment system.

6.2 Within the design capacity and capabilities of the water treatment plant(s) described in detail in Appendix B, VWNA will manage, operate and maintain the water treatment plants designed to treat a capacity of 10.63 million gallons a day (5.2 MGD WTP#1, 2.736 WTP#2 and 2.7 MGD at WTP #3) so that drinking water distributed from the Plants meets the requirements specified in Appendix C-1. VWNA shall monitor all water entering and leaving the Plants and treat all such water in accordance with the terms of this Agreement and applicable law.

6.3 Subject to the availability of funds within the Maintenance and Repair Limit, VWNA will perform all Maintenance and Repairs for the Water portion of the Project, and submit a monthly accounting to OWNER, along with a detailed invoice, if Maintenance and Repair expenditures for the Project exceed the Maintenance and Repair Limit specified in Section 8.1.

6.4 VWNA will pay all Costs incurred in water operations.

6.5 VWNA's Scope of Services – Stormwater

Beginning on the Commencement Date:

6.5.1 This Article shall apply to VWNA's OM&M services for the OWNER's stormwater system.

6.5.2 VWNA shall evaluate the OWNER's stormwater system and prepare a written scope of work and associated fee for providing stormwater services required by this Agreement. The cost of the evaluation shall be included in the initial Annual Fee. Upon mutual agreement of the scope of services and fee, OWNER and VWNA shall incorporate the same into this Agreement by written change order.

7. OWNER's Duties

- 7.1 The OWNER shall fund all necessary Capital Expenditures, which can be performed by VWNA under an appropriate Change in Scope amendment to this Agreement. Priority shall be given to safety and the ADA related expenses. Any loss, damage, or injury resulting from OWNER's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit when reasonably requested by VWNA shall be the sole responsibility of OWNER.
- 7.2 The OWNER shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to VWNA under this Agreement.
- 7.3 The OWNER shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project other than taxes imposed upon VWNA's net income and/or payroll taxes for VWNA employees. In the event VWNA is required to pay any sales tax or use taxes on the value of the services provided by VWNA hereunder or the services provided by any subcontractor of VWNA, such payments shall be reimbursed by the OWNER unless the OWNER furnishes a valid and properly executed exemption certificate relieving the OWNER and VWNA of the obligation for such taxes. In the event the OWNER furnishes an exemption certificate which is invalid or not applicable to services by VWNA, the OWNER shall indemnify VWNA for any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of VWNA's reliance on such certificate. VWNA's Annual Fee shall be adjusted throughout the Term for any increases or decreases in rates or other related charges (including taxes) imposed upon VWNA by a taxing authority, excluding taxes based on VWNA's net income.
- 7.4 The OWNER shall provide VWNA, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of OWNER's heavy equipment that is available so that VWNA may discharge its obligations under this Agreement in the most cost-effective manner. OWNER reserves the right to impose reasonable conditions on VWNA's temporary use of heavy equipment.
- 7.5 OWNER shall provide all registrations and licenses for OWNER's vehicles used in connection with the Project.
- 7.6 OWNER shall provide for VWNA's exclusive use of all vehicles and equipment presently in full-time use at the Project. Appendix H contains a list of OWNER furnished vehicles as of the Commencement Date. OWNER shall be responsible for the replacement of vehicles and equipment upon the end of the useful life of such applicable vehicle or equipment.

- 7.7 OWNER shall provide for VWNA's entry into existing disposal sites for disposal of garbage, screenings, grit, sludge and scum.
- 7.8 OWNER shall provide the Project with appropriate security personnel and/or devices to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by OWNER and shall accept liability for such losses except to the extent such losses are directly caused by the acts of VWNA.
- 7.9 INTENTIONALLY DELETED.
- 7.10 The OWNER shall provide to VWNA, at OWNER's cost, water and sewer services. OWNER also shall provide the past three (3) years data for water and sewer use and consumption at the facilities.
- 7.11 The OWNER shall keep in force any project warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to VWNA under this Agreement.
- 7.12 The OWNER shall continue to be responsible and pay for the general administration and enforcement of (i) the wastewater and collection system, (ii) OWNER's Industrial Pretreatment Program, (iii) new water and sewer connections unless VWNA is retained to perform such functions as a Change in Scope hereunder, (iv) the water and distribution system, (v) the reuse system and (vi) long-term System and Service Area planning. Typical administration costs associated with the above activities include costs such as the services of the auditor, lawyer, and liability insurance.
- 7.13 The OWNER shall fund and assist in implementation of the \$2,783,800 in priority repairs identified on Appendix F to this Agreement (the "Priority Repairs"). The implementation of the Priority Repairs shall be prioritized by safety, compliance and efficiency and will be completed within eighteen (18) months of the Effective Date unless otherwise agreed to by the Parties in writing. VWNA will have direct control over the project schedule with a goal of completing the Priority Repairs as quickly as possible.
- 7.14 The OWNER shall directly pay the electric bills for the water plants, wastewater plants, repump facility, reuse augmentation plant and the lift stations (other than the private lift stations). However, said electric bills are included in the Annual Fee and reimbursement of these bills shall be the responsibility of VWNA. Therefore, the OWNER shall account for the reimbursement by deducting from its payment of each monthly invoice the total amount of these electric bills. Upon payment, OWNER shall immediately submit by email copies of the electric bills for which a deduction is being made. Any deduction claimed without a supporting invoice will be added back to the following month's invoice for payment by the OWNER.

- 7.15 The OWNER shall be responsible for mowing the grass at the infiltration ponds, spray fields and around the lift stations. The OWNER shall coordinate with VWNA any mowing at the infiltration ponds or the spray fields to ensure compliance with all permits.
- 7.16 The OWNER shall provide access and purchase the fuel for the trucks, portable generators and pumps. However, said fuel charges are included in the Annual Fee and reimbursement of these fuel charges shall be the responsibility of VWNA. Therefore, the OWNER shall account for the reimbursement by deducting from its payment of each monthly invoice the total amount of these fuel bills. Upon payment, OWNER shall immediately submit by email copies of the fuel bills for which a deduction is being made. Any deduction claimed without a supporting invoice will be added back to the following month's invoice for payment by the OWNER.
- 7.17 The OWNER shall be responsible for payment of any accrued vacation leave owed to employees upon their resignation or termination from the OWNER.

8. **Compensation**

- 8.1 VWNA's compensation under this Agreement shall consist of a pre-determined fixed monthly fee (the "Monthly Fee"). The initial Monthly Fee shall be \$277,260.17 (\$3,327,122.04 annually). The Monthly Fee shall be prorated for the time period beginning on the Commencement Date of October 28, 2019 through OWNER October 31, 2019 shall equal \$35,775.51 for this time period. The initial Maintenance and Repair Limit included in the Monthly Fee is \$21,350.00 (\$256,200.00 annually). The prorated Maintenance and Repair Limit for the period October 28, 2019 through October 31, 2019 and included in the Monthly Fee equates to \$2,754.84.
- 8.2 Within thirty (30) of the end of each contract year, OWNER shall provide to VWNA all electricity invoices for the facility for the previous contract year. If the actual payments by OWNER for electricity during such contract year differ from the deductions reflected on the monthly invoices for such contract year, such difference (positive or negative) shall be paid by or credited to VWNA in accordance with Section 9.3 below.
- 8.3 If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit for any Agreement year, VWNA will rebate the entire difference to OWNER in accordance with Section 9.3. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, OWNER will pay the excess to VWNA in accordance with Section 9.3. VWNA will notify OWNER in

writing when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Limit.

- 8.4 The services being provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by severe weather, a disaster or unplanned event that may be recovered through billing any third party including the State or Federal Government FEMA funds will be billed to the OWNER for reimbursement.
- 8.5 The Annual Fee (and Maintenance and Repair Limit included therein) shall be negotiated each year at least four (4) months prior to the commencement of the OWNER's next fiscal year on Oct 1st. Should OWNER and VWNA fail to agree, the Annual Fee (and Maintenance and Repair Limit included therein) will be adjusted based on the Annual Fee Adjustment Formula included in **Appendix E**.
- 8.6 Beginning on May 1, 2020, the Monthly Fee shall be increased \$6,761.75, to account for competitive wage adjustments to the licensed water and wastewater operators.
- 8.7 For a period of eighteen (18) consecutive months following the Commencement Date, OWNER shall pay VWNA, in accordance with Article 9, a "Construction Management Fee" in the amount of \$8,500.00 per month or a total of \$153,000 for the coordination, procurement and construction management work as identified and required in **Appendix G** related to Priority Repairs, which are identified on **Appendix F**.
- 8.8 For a period of eighteen (18) consecutive months following the Commencement Date, OWNER shall pay VWNA, in accordance with Article 9, a "Construction Caused Operation Fee" in the amount of \$8,333.33 per month or a total of \$150,000 to offset anticipated higher operating costs in electricity, sludge and chemicals related to the Priority Repairs during the first eighteen months of the Agreement.
- 8.9 Should the actual Electrical Rate deviate from the Baseline Electrical Rate, the sum of the Actual Electrical Rate less the Baseline Electrical Rate shall be multiplied by the total annual electricity consumption (KWh) for each Agreement year. A positive value will be owed to VWNA and a negative value will represent a rebate from VWNA to the OWNER, payable pursuant to Section 9.3. This electricity rate compensation reconciliation shall occur annually no later than sixty (60) days following the end of the OWNER's fiscal year.
- 8.10 The services being provided under this Agreement are based on routine generator testing and maintenance. Any additional expense for fuel incurred to address a Force

Majeure Event or any other unplanned event will be invoiced to the OWNER for reimbursement.

9. **Payment of Compensation**

- 9.1 Following the end of each month, VWNA shall provide OWNER an invoice for the compensation due and payable for each month that services are provided, (i) for eighteen consecutive months from the Commencement Date, the monthly Construction Management Fee as required by Section 8.7, (ii) for eighteen consecutive months from the Commencement Date, the monthly Construction Caused Operations Fee as required by Section 8.8, and (iii) through the Term, the Monthly Fee for the current month as required by Section 8.1. On an arrears basis, OWNER will deduct the actual cost of the electricity consumed and fuel utilized by VWNA operated vehicles. OWNER shall pay each invoice within fifteen (15) days of the date of each invoice. The first payment due under this Section shall be December 1, 2019 for services rendered in October (prorated) and November 2019.
- 9.2 All other compensation to VWNA, which may be agreed upon by the Parties and due and payable under the terms of this Agreement, will be paid within thirty (30) days of the OWNER receiving an acceptable invoice from VWNA.
- 9.3 Any monies payable pursuant to Section 8.3 and Section 8.9 will be paid within sixty (60) calendar days after the end of the OWNER's fiscal year.
- 9.4 If VWNA submits an acceptable invoice, OWNER shall pay interest at an annual rate equal to the prime interest rates published by JP Morgan Chase & Co., said rate of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days from the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

10. **Scope Changes**

- 10.1 A Change in Scope of services shall occur when and as VWNA's costs of providing services under this Agreement change as a result of:
- 10.1.1 any change in Project operations, personnel qualifications or staffing required to meet the obligations of this Agreement;
- 10.1.2 any change required as a result of a Force Majeure Event;

- 10.1.3 increases or decreases in the OWNER's water, sewer or reclaimed customer base of not less than ten percent (10%) of the customer base not previously accounted for in the prior Annual Fee;
 - 10.1.4 increases or decreases of not less than ten percent (10%) in the influent flow or loadings as demonstrated by a twelve month floating average compared to the twelve month period ending on the effective date of this Agreement (baseline flow and loading information is located in Appendix C-1);
 - 10.1.5 Any (i) change in disposal methods, landfill facilities or disposal sites or (ii) increase of costs to utilize such method, landfill facility or disposal site, that results in additional cost to VWNA shall be considered a Scope Change;
 - 10.1.6 OWNER's written request of VWNA and VWNA's written consent to provide additional services.
- 10.2 For Changes in Scope described in Sections 10.1.1 through, and including, 10.1.5, the Annual Fee shall be increased (or decreased) by an amount equal to VWNA's actual additional (reduced) Cost associated with the Change in Scope plus ten percent (10%). Modifications of the Annual Fee as a result of conditions described in Section 10.1.4 shall be retroactively applied to the beginning of the twelve-month comparison period and prospectively incorporated into the Annual Fee in the next OWNER's Fiscal Year.
- 10.3 OWNER and VWNA shall negotiate an increase in VWNA's Annual Fee for Changes in Scope based on Section 10.1.6.

11. **Indemnity, Liability and Insurance**

- 11.1 VWNA hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, property damages and pollution damages which may arise from VWNA's negligence or willful misconduct under this Agreement; provided, VWNA shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.
- 11.2 OWNER agrees to indemnify and hold VWNA harmless from any liability or damage or bodily injury, including death, property damages and pollution damages which may arise from OWNER's negligence or willful misconduct under this Agreement; provided, OWNER shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault. Nothing contained in this subsection or Agreement shall limit or be construed as a

waiver of the OWNER's rights to sovereign immunity under Section 768.28, Florida Statutes.

- 11.3 OWNER shall be liable for failure to comply with Florida procurement laws.
- 11.4 Unless covered by the indemnities contained in this Article, neither VWNA nor the OWNER shall be liable to the other in any action or claim for consequential, incidental or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies, which are inconsistent with these terms, are waived.
- 11.5 VWNA shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, of the effluent quality requirements provided for in **Appendix C**, that are a result of VWNA's negligence or willful misconduct. OWNER will assist VWNA to contest any such fines in administrative proceedings and/or in court prior to any payment by VWNA. VWNA shall pay the cost of any such contest.
- 11.6 OWNER shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or VWNA that are not a result of VWNA's negligence or willful misconduct or are otherwise directly related to the ownership of the Project by OWNER and OWNER shall indemnify and hold VWNA harmless from the payment of any such fines and/or penalties directly related to the ownership of the Project and not result of VWNA's negligence or willful misconduct.
- 11.7 To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, VWNA's liability for performance or non-performance of any obligation arising under the Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in this Article, shall not exceed an amount equal to the greater of (i) one times the then current Annual Fee, or (ii) available insurance up to the limits set forth in this Agreement, provided that the foregoing limitation shall not apply to any losses resulting from the gross negligence or willful misconduct of VWNA or VWNA's subcontractors, employees or agents in breach of VWNA's obligations under this Agreement.
- 11.8 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in **Appendix D**. Each party shall provide the other party with satisfactory proof of insurance.

11.9 The provisions of Sections 11.1 through 11.7 above shall survive the termination of the Agreement.

12. **Term, Termination and Default**

12.1 The initial term of this Agreement shall commence on October 28, 2019 and end on September 30, 2024 (“Initial Term”). Thereafter, this Agreement shall be automatically renewed for successive one year terms each commencing on October 1st (each, a “Renewal Term”, and together with the Initial Term, the “Term”), unless canceled in writing by either party no less than ninety (90) days prior to end of the OWNER’s current Fiscal Year .

12.2 Upon completion of the Initial Term under this Agreement, each party shall have the right to terminate this Agreement for convenience by providing written notice of termination no later than ninety (90) days prior to the end of OWNER’s current Fiscal Year.

12.3 Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement. Upon the occurrence of a Default by any Party, the other Party shall deliver written notice to the Party in Default identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days (ten (10) days for payment Default) within which to cure the Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days (or ten (10) days, if applicable), the Party in default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion. For any Default not cured as provided herein, the non-defaulting Party may terminate this Agreement after giving at least ten (10) days written notice prior to the effective date of termination.

12.4 In the event that this Agreement is terminated under Section 12.3 prior to the ending date of the Term, OWNER shall pay to VWNA any funds identified in Section 8 that have not been paid to VWNA through the date of termination, including any unamortized balance of any capital improvements, plus actual demobilization out-of-pocket costs and severance.

12.5 Upon notice of termination by OWNER, VWNA shall assist OWNER in assuming operation of the Project. If additional Cost is incurred by VWNA at request of OWNER, OWNER shall pay VWNA such Cost within thirty (30) days of receipt of an acceptable invoice.

12.6 Upon termination of this Agreement and all renewals and extensions of it, VWNA will return the Project to OWNER in the same condition as it was upon the Commencement Date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by VWNA for use in the operation or maintenance of the Project shall remain the property of VWNA upon termination of this Agreement unless the property was directly paid for by OWNER or OWNER specifically reimbursed VWNA for the cost incurred to purchase the property or this Agreement provides to the contrary.

13. Labor Disputes and Force Majeure

13.1 In the event activities by employee groups or unions cause a disruption in VWNA's ability to perform at the Project, such as labor disputes, strikes, work slowdowns or work stoppages, OWNER, with VWNA's assistance or VWNA at its own option, may seek appropriate injunctive court orders. During any such disruption, VWNA shall operate the facilities on a commercially reasonable-efforts basis until any such disruptions cease. If the disruption does not cease by issuance of an injunction or otherwise within ninety (90) days of the commencement of the activities causing the disruption, the City may declare VWNA in default and terminate this Agreement by providing at least ten (10) days written notice. Upon termination, Sections 12.4, 12.5 and 12.6 shall apply.

13.2 The Parties acknowledge and agree that the OWNER's utilities systems covered by this Agreement are critical infrastructure so essential that their continued operation is required to ensure the security of the City of Winter Springs, its economy, and the public's health and/or safety of its residents and businesses. As such, OWNER and VWNA commit to each other to use their respective commercially reasonable-efforts, as owner and operator, to repair, restore, operate and/or manage the utilities systems under the terms and conditions of this Agreement, even during and after a Force Majeure Event such as to mitigate the effects of such Force Majeure Event. This Agreement shall not be terminated in whole or in part, as a result of a Force Majeure Event unless by mutual written agreement or VWNA's abandonment of its obligations under this Agreement. Further, except as provided by Section 13.3, neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Force Majeure Event, but only for the duration and to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any such performance obligation pursuant to this Section shall immediately notify the other by phone and give prompt written notice thereof to the other Party and shall describe at a reasonable level of detail the circumstances causing such delay. In such event, the nonperforming Party shall be temporarily excused from further performance or observance of the

obligations so affected for as long as such circumstances prevail, and such Party agrees to remedy with all reasonable and commercially acceptable dispatch and to whatever extent possible without delay the cause or causes preventing the nonperforming Party from carrying out its performance obligations under this Agreement. Notwithstanding the aforesaid, if non-performing Party does not remedy the cause or causes preventing full performance within one hundred eighty (180) days of the Force Majeure Event, the other Party may declare the non-performing Party in default pursuant to Section 12.3 of this Agreement.

- 13.3 In the event that VWNA fails to operate and maintain the utilities systems covered by this Agreement, in whole or in part, or fails to fulfill its obligations under this Section 13 during a Force Majeure Event, for any period of time in excess of forty-eight (48) consecutive hours without prior approval of the OWNER, or if the utilities system is abandoned by VWNA during or after a Force Majeure Event, the OWNER may also, at its option, operate and maintain the utilities system affected by VWNA's failure or abandonment or designate an operator for such purposes in order to restore utilities service under conditions acceptable to the OWNER. In such event, OWNER shall have free and unfettered access to the utilities systems and premises for purposes of continuing operations and maintenance notwithstanding any other conflicting provision in this Agreement. Further, if required to fulfill VWNA's Force Majeure Event obligations stated herein, subject to the limitations of liability set forth in Section 11, VWNA shall reimburse the OWNER for all costs and damages resulting from the VWNA's failure to perform, and such reimbursement shall be deducted from the Monthly Fee required by Section 8.1 until reimbursement is paid in full.

14. Annual Audit of Services.

- 14.1 OWNER will retain the services of an independent engineering firm, with expertise in water, sewer, reclaimed and stormwater utilities operations, maintenance and management, to conduct periodic inspections and performance audits of VWNA's performance under this Agreement including verifying proper testing of water quality and equipment, accurate preparation of lab and other operating reports, adequate quality and process controls, and compliance with applicable permits. Such audits and inspections shall be scheduled by OWNER annually or as otherwise deemed warranted by OWNER. Upon completion and release of the independent engineering firm's audit finding, OWNER and VWNA shall meet within thirty (30) days to discuss the findings and identify and implement any necessary operational, maintenance or management adjustments that must be made by OWNER based on the findings, if any.

15. Public Records.

- 15.1 Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, VWNA agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of VWNA related, directly or indirectly, to the services provided to the OWNER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the OWNER, may be deemed to be a public record, unless otherwise exempted or prevented from disclosure under Section 119.0701, Florida Statutes or under Federal privacy laws, whether in the possession or control of OWNER or the VWNA. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of VWNA subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's designated custodian of public records.

IF VWNA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VWNA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS, ANDREA LORENZO LUACES, CITY CLERK, AT (407) 327-5955, ALUACES@CITYOFWINTERSPRINGS.ORG, 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA 32708.

VWNA is required to and agrees to comply with public records laws. VWNA shall keep and maintain all public records required by OWNER to perform the services as agreed to herein. VWNA shall provide the OWNER, upon request from the OWNER's City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. VWNA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, VWNA shall transfer to OWNER, at no cost, all public records in possession of the VWNA. Upon such transfer, VWNA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to OWNER, upon request from the City Clerk, in a format that is compatible with the information technology systems of OWNER. Should the VWNA does not possess public records relating to this Agreement which are requested to be inspected or copied by the OWNER or any other person, the OWNER shall immediately notify VWNA of the request and VWNA

shall then provide such records to the OWNER or allow the records to be inspected or copied within a reasonable time. If VWNA does not comply with a public records request, the OWNER enforce this Section to the extent permitted by law. VWNA acknowledges that if VWNA does not provide the public records to the OWNER within a reasonable time, VWNA may be subject to penalties under Section 119.10, Florida Statutes. VWNA acknowledges that if a civil action is filed against VWNA to compel production of public records relating to this Agreement, the court may assess and award against VWNA the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of VWNA, be open and freely exhibited to the OWNER and OWNER's contractors and agents for the purpose of examination, audit, or otherwise. Failure by VWNA to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If VWNA fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to VWNA's failure to comply with this Section, the OWNER shall collect from VWNA prevailing party attorney's fees and costs, and any damages incurred by the OWNER, for enforcing this Section against VWNA. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of VWNA's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

16. Owner's Existing Relevant Supply, Service and Maintenance Contracts.

16.1 No later than fifteen (15) days after the Commencement Date, OWNER shall identify and set aside for review by the Parties all existing supply, service and maintenance contracts and purchase orders applicable to OWNER's operation and maintenance of the utilities systems covered by this Agreement. Upon identification of the contracts, the Parties shall thereafter meet within fourteen (14) days to review said contracts and purchase orders for purposes of determining whether it is legally feasible and in the best interests of the Parties for the OWNER to terminate, maintain or assign any of the contracts or purchase orders to VWNA.

17. Emergency Operations.

17.1 During a declared state of emergency affecting the territorial limits of the City of Winter Springs, such as a hurricane, tropical storm or other catastrophic event, VWNA shall be present and participate in the OWNER's emergency operations plan by stationing necessary employees for emergency planning and response

purposes related to operating and maintaining the utilities systems covered by this Agreement during the state of emergency.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions, approvals and consents necessary to bind the parties to the terms of this Agreement have been taken.

WINTER SPRINGS, FLORIDA

VEOLIA WATER NORTH AMERICA - SOUTH, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

APPENDIX A DEFINITIONS

- A.1 “Adequate Nutrients” means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- A.2 “Annual Fee” means an amount equal to twelve (12) times the then applicable Monthly Fee.
- A.3 “Baseline Electrical Rate” shall mean \$0.0896/Kwh.
- A.4 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of OWNER’s Certificate of Approval. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.
- A.5 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000) or (3) expenditures that are planned, non-routine and budgeted by OWNER.
- A.6 “Commencement Date” shall mean October 28, 2019.
- A.7 “Cost” means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.8 “Direct Cost” means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, communications, postage, utilities, tools, memberships and training supplies.
- A.9 “Electrical Rate” means the annual gross cost of electricity (Total billings amount for supply and distribution, demand and energy, other charges, taxes and fees) divided by total energy consumption expressed as total KWh, in aggregate.

- A.10 “Force Majeure Event” shall mean any event or condition occurring after the Commencement Date which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, drought, earth movement, or similar catastrophic event; (ii) failure to possess sufficient property rights, acts of the public enemy, war, blockade, terrorist acts, sabotage, insurrection, riot or civil disturbance, (iii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iv) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project; (vi) the presence of Biologically Toxic Substances or Hazardous Wastes in the influent to the Treatment Facility; (vii) violations of the OWNER’s Industrial Pretreatment Program discharge limits (if applicable) which are of such a quantity and quality so as to cause substantial disruption in the operations or biological activity of the Project; or (viii) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement except labor disputes, strikes, work slowdowns or work stoppages which are covered separately under Section 13.1 of this Agreement.
- A.11 “KWh” means kilowatt hours.
- A.12 “Maintenance” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by VWNA to maximize the service life of the water, sewer, reclaimed and stormwater equipment and facilities and vehicles.
- A.13 “Maintenance and Repair Limit” means the total Maintenance and Repair expenditures that VWNA has included in the Annual Fee. Such expenditures exclude any labor costs for VWNA’s staff assigned to the Project. VWNA’s specialized maintenance personnel not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermography and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
- A.14 “Monthly Fee” has the meaning set forth in Section 8.1 of the Agreement.
- A.15 “Owner’s Fiscal Year” shall mean the annual time period running from October 1st through September 30th.
- A.16 “Project” means all equipment, vehicles, grounds, rights of way, sewers and facilities described in **Appendix B** and, where appropriate, the management, operations and maintenance of such.

A.17 “Repairs” means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or facilities or some component thereof.

APPENDIX B

DESCRIPTION OF PROJECT

VWNA agrees to provide the services necessary for the management, operation and maintenance of the following:

- a. All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate:
 - Water Plant #1 at 851 Northern Way, Winter Springs, FL 32708
 - Water Plant #2 700 Sheoah Blvd, Winter Springs, FL 32708
 - Water Plant #3 110 West Bahama Road, Winter Springs, FL 32708
 - East Wastewater Treatment Plant, 1560 Winter Springs Blvd, Winter Springs Florida 32708
 - West Wastewater Treatment Plant, 1000 West SR 434, Winter Springs, Florida 32708
 - Lake Jesup Reclaimed Water Augmentation Facility, 900 East State Road 434, Winter Springs, Florida 32708
 - Oak Forest Reclaimed Water Storage and Repump Facility

- b. All equipment, grounds and facilities now existing within the present property boundaries of the 50 lift stations comprised of the 27 lift stations serving the East WWTP and the 23 lift stations serving the West WWTP, more specifically identified as follows:

East Lift Stations

- 1E 1560 Winter Springs Blvd
- 2E 872 Chokecherry Drive
- 3E 728 Sybilwood Circle
- 4E 611 Tuscany Place
- 5E 800 Austin Court
- 6E 1600 Grizzly Court
- 7E 1627 Wood Duck Drive
- 8E 1757 Seneca Blvd
- 9E 940 Old White Way
- 10E 1163 Trotwood Blvd
- 11E 1839-B Seneca Blvd
- 12E 127 Cherry Creek Circle
- 13E 500 Vistawilla Drive
- 14E 160 Nandina Terrace
- 15E 101-B Bridgewood Court
- 16E 314 Streamview Way
- 17E 1109 Courtney Lane
- 18E 310 Tuskawilla Road

- 19E 1599 Wrentham Court
- 20E 361 Pawnese Trail
- 21E 587 Pine Branch Circle
- 22E Fanning Drive
- 23E Southern Oaks Subdivision
- 24E Integra 360
- 25E Michael Blake Blvd
- 26E Tusawilla Crossings
- 27E SR 434

West Lift Stations

- 1W 156 Cory Lane
- 2W 619 David Street
- 3W 600 Sheoah Blvd
- 4W 870 Sheoah Circle
- 5W 51 East La Vista Drive
- 6W 710 Tanglewood Road
- 7W 607 South Edgemon Ave
- 8W 306-B Panama Circle
- 9W 492-B ClubDrive
- 10W 800 Alton Road
- 11W 500 Dolphin Road
- 12W 1000 State Road 434
- 13W 2501 Shepard Road
- 14W 130-A Tuskawilla Road
- 15W 137-B Seville Chase Drive
- 16W 222 Torcaso Court
- 17W 100 Windsor Cresent Street
- 18W 299 Constitution Way
- 19W 4201 State Road 419
- 20W 398 Harbor Winds Court
- 21W Jesup's Landing
- 22W 150 Hartman Lane
- 22W 900 East State Road 434

- c. All equipment, grounds and facilities now existing within the present property boundaries of the reuse system, re-pump facility, rapid infiltration ponds, detention ponds and the spray fields.

Name of storage System: OWNER of Winter Springs, East Water Reclamation Facility

Location: 1560 Winter Springs Blvd. (FLA011068)
Winter Springs, FL 32708

Type	Volume/Flow	Storage System Function	Description
Land Application R-001	3.0 MG	System Storage (On-site)	Reclaimed Water Tank (Covered)
	3.0 MG	System Storage (Off-site)	Reclaimed Water Tank (Covered, shared with West WRF)
	5.61 MG	Reject/Wet Weather Storage (On-site)	Lined Storage Pond
	11.61 MG	Total Volume	
	0.201 mgd	Oak Forest Sprayfield	
	0.610 mgd	Owasco RIBs	

Name of Storage System: OWNER of Winter Springs, West Water Reclamation Facility

Location: 1000 West S.R. 434 (FLA011067)
Winter Springs, FL 32708

Type	Volume/Flow	Storage System Function	Description
Land Application R-001	2.0 MG	System Storage (On-site)	Reclaimed Water Tank (Covered)
	3.0 MG	System Storage (Off-site)	Reclaimed Water Tank (Covered, shared with East WRF)
	2.2 MG	System Storage (On-site)	Unlined Storage Pond
	1.4 MG	System Storage (Off-site)	Unlined Storage Ponds (Two)
	1.3 MG	Reject Storage (On-site)	Unlined Storage Pond
	9.9 MG	Total Volume	
Land Application R-002	0.20 mgd	Site 16 Sprayfield (Off-site)	
Land Application R-003	0.530 mgd	Dayron RIBs (Off-site)	
	0.110 mgd	Mt. Greenwood RIBs (Off-site)	
	0.100 mgd	Site 17 RIBs (Off-site)	

APPENDIX C

PWS COMMUNITY WATER PERMITS AND THE NPDES PERMITS AND WASTEWATER TREATMENT CHARACTERISTICS

- C.1 VWNA will operate the public water system so that water quality will meet the requirements of the Public Water Supply Permit 3590879. This includes the Water Plant #1, Water Plant #2, Water Plant #3 and the associated water distribution systems connected to the plants.

WATER TREATMENT DESCRIPTIONS:

Plant Category and Class; 5C

Northern Way / Tuscawilla Road; Maximum Day Design Capacity; 5.200 mgd

Sheoah Blvd; Maximum Day Design Capacity; 2.736 mgd

West Bahama Road; Maximum Day Design Capacity; 2.736 mgd

Treatment Process: Hypo-chlorination, aeration and iron sequestration flow as best they can be established from the records available at the Water Treatment Plants are:

Northern Way / Tuscawilla Road: 1.968,039 mgd

Sheoah Blvd: 0.749,487 mgd

West Bahama Road: 0.877,947 mgd

The daily finished-water production flow characteristics are the actual daily averaged for the period December, 1, 2016 through the period of November 31, 2018.

- C.2 VWNA will operate so that effluent will meet the requirement of NPDES Permit No. FLA011067 for the Winter Springs West (issued January 21, 2014, a full and complete copy of which is adopted by reference herein as of the date hereof.) This permit includes the Lake Jesup Reuse Augmentation facility. VWNA shall be responsible for meeting the effluent quality requirements of the permit unless one or more of the following occurs: (1) the wastewater influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into OWNER's sewer system violate any or all regulations as stated in OWNER's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD₅ and/or suspended solids exceeds the facility design parameters which are 2.07 million gallons of flow (Annual Average Daily Flow) per day for contact stabilization treatment; or (4) if the wastewater treatment facility and/or associated appurtenances is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VWNA's control.

WASTEWATER TREATMENT DESCRIPTION:

An existing 2.07 MGD annual average daily flow (AADF) permitted capacity dual-train contact stabilization domestic wastewater treatment plant (2.5 MGD design capacity for all units except the filters) consisting of influent screening, aeration, secondary clarification, filtration, chlorination, and aerobic digestion and dewatering of biosolids.

REUSE OR DISPOSAL DESCRIPTION:

Land Application R-001: An existing 2.07 MGD annual average daily flow permitted capacity slow-rate public access reuse system. R-001 is a reuse system which consists of a 3.0 MG reuse storage tank and pump station shared with Winter Springs East, a 2.2 MG on site storage pond, a 2.0 MG reclaimed water tank, and two ponds at the golf course that hold a total of 1.4 MG. Reclaimed water that does not meet public access criteria is either sent to the 1.3 MG reject pond for additional treatment or it may be diverted to the other reuse systems, R002 or R003.

The following surface water sources may be used to augment the supply of reclaimed water: Lake Jesup.

Land Application R-002: An existing 0.200 MGD annual average daily flow permitted capacity slow-rate restricted public access reuse system. R-002 is a reuse system which consists of spray field having a capacity of 0.2 MGD located approximately at latitude 28°41' 17" N, longitude 81°16' 13" W. Wet-weather storage is also provided at the treatment plant, as noted above.

Land Application R-003: An existing 0.740 MGD annual average daily flow permitted capacity rapid infiltration basin (RIB) system. R-003 is a reuse system which consists of the Dayron RIBs having a capacity of 0.530 MGD located approximately at latitude 28°42' 41" N, longitude 81°18' 46" W, the Mt. Greenwood RIBs having a capacity of 0.110 MGD located approximately at latitude 28°41' 28" N, longitude 81°17' 3" W, and Site 17 RIBs having a capacity of 0.100 MGD located approximately at latitude 28°41' 27" N, longitude 81°17' 21" W.

- C.3 VWNA will operate so that effluent will meet the requirement of NPDES Permit No. FLA011068 for the Winter Springs East (issued March 14, 2017), a full and complete copy of which is adopted by reference herein as of the date hereof. VWNA shall be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs: (1) the wastewater influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into OWNER's sewer system violate any or all regulations as stated in OWNER's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD₅ and/or suspended solids exceeds the facility design parameters which are 2.012 million gallons of flow (Annual Average Daily Flow) per day for contact stabilization treatment; (4) if the wastewater treatment facility and/or associated appurtenances is inoperable or can operate only at a reduced capacity on account of

construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VWNA's control.

WASTEWATER TREATMENT DESCRIPTION:

An existing 2.012 MGD annual average daily flow (AADF) permitted capacity contact stabilization domestic wastewater treatment plant consisting of flow equalization, influent screening, contact and re-aeration, secondary clarification, filtration, chlorination, aerobic digestion and dewatering of residuals (vacuum assisted and sand drying beds).

REUSE OR DISPOSAL DESCRIPTION:

Land Application R-001: An existing 2.012 MGD AADF permitted capacity slow-rate public access system. R-001 is a reuse system which consists of a 3.0 MG reclaimed water storage tank, a 5.61 MG lined reject/wet weather storage pond, a 40 acre restricted access sprayfield (the Oak Forest Spray Field) having a capacity of 0.201 MGD AADF, a 6.8 acre restricted access rapid infiltration basins (RIB) having a capacity of 0.610 MGD AADF, and public access irrigation within the permitted reuse service area, to the major users identified in Condition IV of this permit, with a permitted capacity of 1.720 MGD. Because a common transmission main is used for the reuse sites, the public access effluent limitations apply to all of the land application sites.

- C.4 In the event any one of the Project influent characteristics, suspended solids, BOD₅ or flow, exceeds the design parameters stated above, VWNA shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then VWNA will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.5 VWNA shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances or is inoperable, and the subsequent recovery period.

C.6 The Annual Fee for services under this Agreement for the wastewater plants is based upon the following:

Project influent characteristics and effluent flow as best they can be established from the records available at the East Plant:

Flow, Effluent :	1.0924767 mgd
BOD ₅ :	1,428.76 lb/day daily average
TSS:	1,782.00 lb/day daily average

Project influent characteristics and effluent flow as best they can be established from the records available at the West Plant:

Flow, Effluent:	1.0798107 mgd
BOD ₅ :	1,226.48 lb/day daily average
TSS:	841.60 lb/day daily average

The above characteristics are the actual daily average for the period July 2, 2018 through the period of August 26, 2019. Actual influent characteristic values may be amended upon the review and updating data from the period of January 1, 2018 through August 26, 2019.

APPENDIX D

INSURANCE COVERAGE

VWNA SHALL MAINTAIN:

The following insurance coverage in force at all times during the Term of the Agreement and at VWNA's sole expense.

Coverage shall include the following:

- | | |
|--|--|
| a. Workmen's Compensation and Disability | Statutory Requirements |
| b. Employer's Liability | \$100,000 |
| c. Commercial General Liability
Combined Single Limit
Bodily injury, personal
injury, and property damage | (Occurrence Basis)
\$2,000,000 each
occurrence & aggregate |
| d. Commercial Auto Liability
(single limit)
(Owned, hired & non-owned)
Bodily injury & property damage | \$1,000,000 each
accident |
| e. Commercial Umbrella Liability | \$2,000,000 each occurrence and
aggregate |
| f. Environmental Impairment Liability | \$2,000,000 each
occurrence and aggregate |

OWNER SHALL MAINTAIN:

1. Statutory workers compensation for all of OWNER's employees associated with the Project as required by the State of Florida.
2. Commercial Property Insurance providing what is commonly known as "all risk" coverage, including business interruption coverage, insuring all real and Owner's personal property on or in the Project, covering 100% of the replacement value with a stipulated amount or agreed valuation endorsement. Such policy shall include Equipment Breakdown insurance (also known as Boiler and Machinery insurance) in an amount of the full replacement cost value for the equipment.

3. Automobile liability insurance for all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.

The VWNA shall provide the OWNER with a Certificate of Insurance naming “The City of Winter Springs, Florida, its officers, employees, and agents” as included in an additional insured endorsement to the commercial general liability, automobile liability, environmental impairment policies and unconditionally entitling the OWNER to thirty days notice of cancellation of such policy or any of the coverages provided by such policy. VWNA may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law. Each party shall waive subrogation in favor of the other party and each required policy shall provide a waiver of subrogation in favor of the other party.

All contracts and sub-contracts for any work goods and/or services that may involve access to OWNER’s lands or work on the OWNER’s utilities facilities must include a requirement that the contracting entity carry insurance acceptable to OWNER protecting OWNER from any liability due to the contracting entity’s entry upon OWNER’s lands. VWNA must submit draft contract language containing this language to OWNER to review and approve.

APPENDIX E
ANNUAL FEE ADJUSTMENT FORMULA

The Annual Fee adjustment formula to be applied during the Term of this Service Contract shall be based on CPI as follows:

CPI is defined as: Bureau of Labor Statistics, [1982-84=100, unless otherwise noted] Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items, not seasonally adjusted (series: CUUR0000SA0). The percent change in the index values from the month of August of the current year compared to the index for the month of August one year prior shall determine the Annual Fee adjustment.

Effective October 1 of each preceding year.

The annual adjustment shall not be less than 1.0% or greater than 4.0%.

APPENDIX F
PRIORITY REPAIRS ESTIMATE*

*The estimates below are merely guidelines and not definitive. The OWNER has discretion to manage the costs of the repairs and, in cooperation with VWNA, change the priority of the repairs.

Activity	Estimated Cost
East screen structure/piping mods	\$ 50,000.00
East screen -Parkson 3 MGD Hydroscreen	\$ 63,000.00
East screen -Parkson Hydroscreen Installation	\$ 20,000.00
West Screen Plant 1 structure/piping mods	\$ 50,000.00
West Screen Plant 1 -Parkson Hydroscreen 2MGD	\$ 60,000.00
West Screen Plant 1 -Parkson Installation	\$ 20,000.00
West screen Plant 2 structure/piping mods	\$ 50,000.00
West screen Plant 2 -Parkson Hydroscreen 2MGD	\$ 60,000.00
West screen Plant 2 -Parkson Installation	\$ 20,000.00
East Plant Basin 1-small-sludge removal,	\$ 31,700.00
East Plant Basin 1-small-Weir repair/replacment	\$ 30,000.00
East Plant Basin 1-small-Clarifier Skimmer-Scum repair/replacement	\$ 4,000.00
East Plant Basin 1 Diffuser Cap Upgrade	\$ 10,000.00
East Plant Basin 1-small-baffle, diffuser repairs	\$ 160,000.00
East Plant Basin 2- large sludge removal	\$ 52,400.00
East Plant Basin 2-large-Weir repair/replacment	\$ 40,000.00
Rent Portable Treatment Unit (During Dewatering)	\$ 155,000.00
East Plant Basin 2 - Solids Handling Improvements	\$ 250,000.00
East Plant Basin 2 Diffuser Cap Upgrade	\$ 18,000.00
East Plant Basin 2- large baffle, diffuser repairs	\$ 240,000.00
West Plant Basin 1-large-sludge removal,	\$ 60,400.00
West Plant Basin 1 Solids Handling Improvement	\$ 250,000.00
West Plant Basin 1-large-Weir repair/replacment	\$ 35,000.00
West Plant Basin 1 Diffuser Cap Upgrade	\$ 15,000.00
West Plant Basin 1-large-baffle, diffuser repairs	\$ 160,000.00
West Plant Basin 2-small-sludge removal,	\$ 48,600.00
West Plant Basin 2-small-Weir repair/replacment	\$ 35,000.00
West Plant Basin 2 Diffuser Cap Upgrade	\$ 15,000.00
West Plant Basin 2-small-baffle, diffuser repairs	\$ 160,000.00
Air Valves East WWTP	\$ 25,000.00
Air Valves West WWTP	\$ 25,000.00
West Plant - Centrate/Filtrate Tank	\$ 10,500.00

East WWTP Filter Rehabilitation	\$ 15,000.00
West Filter Rehabilitation	\$ 25,000.00
Reuse Tank Drain, Clean & Inspect	\$ 22,000.00
Misc (Tertiary Filter BW lift Station Pumps)	\$ 19,000.00
Mission Monitoring - 14 sites	\$ 24,700.00
Misc Expense	\$ 50,000.00
<hr/>	
State Meeting	\$ 1,500.00
VWNA Construction Caused Operation Fee	\$ 150,000.00
Engineering	\$ 100,000.00
VWNA Construction Management Fee (as required Appendix G)	\$ 153,000.00

\$2,783,800.00

APPENDIX G SCOPE FOR CONSTRUCTION MANAGEMENT SERVICES

VWNA shall perform the following construction management services related to the completion of the Priority Repairs identified in **Appendix F**:

The construction services are based on a level of effort required to achieve the overall tasks. The basic assumptions in this service include:

1. Construction Contractors, Engineering Firms and all other third parties will be directly engaged and under contract directly with the OWNER.
2. The projects will have no longer than an 18 month construction period.
3. There is time budgeted for construction management personnel prior to and after the construction period.
4. Construction activities will be managed by VWNA personnel. VWNA will be present for critical activities but, in an effort to be cost effective, will not have a presence on site for all activities.
5. VWNA will not carry any builders risk policies or errors and omissions policies for the construction of the facilities.
6. There will be no payment retention held on professional services.
7. The VWNA Construction Management Fee includes VWNA labor costs as well as any required travel and lodging.
8. VWNA will verify testing as required by the project specifications. Since the scope of work includes six specific tasks that will require varying degrees of oversight, VWNA personnel will observe and witness tests as the availability of resources permit.

VWNA may provide the following key tasks during the various phases of the Priority Repairs projects. If VWNA foresees a need for additional tasks for any project, then those tasks will be presented to the OWNER along with the rationale to explain the need for them. The listing of tasks and subtasks is not intended to be comprehensive. This listing is provided to demonstrate those tasks that could be requested of and performed by VWNA personnel.

Task 1: Solicitation of external Engineering Services

Priority repairs requiring Professional Engineering detailed design drawings/specifications:

The OWNER currently maintains engineering services agreements with multiple engineering firms. VWNA will assist the OWNER to develop engineering scopes of work for each of the priority repairs which require the use of professional engineering services. VWNA will assist the OWNER to review all engineering proposals based on the necessary scope of work to complete the priority projects listed.

Task 2: Engineering/Procurement/Installation Services provided by VWNA

Priority repairs NOT requiring professional engineering detailed design drawings/specifications:

VWNA will solicit vendors and suppliers and provide cost effective solutions to Priority Repairs which do not mandate the preparation of detailed design drawings and specifications signed and sealed by registered professional engineers including, but not limited to, rental of portable treatment units, and filter rehabilitations.

VWNA will prepare all bid documents for procurements through the OWNER. VWNA will manage the bid process for the OWNER, provide bid tabulations, evaluations and award recommendations. VWNA will attend commission meetings or OWNER functions to assist the OWNER and provide technical support as needed.

VWNA will provide necessary maintenance staff to complete installation of equipment and make repairs on those priority repairs whereby the work is maintenance/replacements and is not efficiently performed by outside contractors.

Task 3: - Design Management/Bid Phase Services

1. On those projects requiring professional engineering services to provide drawings and specifications, VWNA will provide conceptual layouts of equipment and materials, as requested, to the OWNER's design engineer. VWNA will provide a liaison role to coordinate the OWNER, plant operations, and OWNER design engineers. VWNA will attend all design review meetings.
2. On those projects requiring professional engineering services to provide drawings and specifications, VWNA will assist the OWNER to manage their design engineering firm. VWNA will coordinate and attend the design kickoff meeting, and all subsequent design review meetings.
3. During the design phase, VWNA will perform design document reviews for coordination between the engineer's plans and specifications with the existing plant conditions. VWNA will notify the OWNER of any material constructability, safety and/or operability concerns noted in the review.
4. VWNA will manage the development of preliminary schedules and preliminary construction cost estimates.
5. VWNA will manage the development of bid documents for construction contracts and owner direct purchase (ODP) equipment procurements. VWNA will attend all pre-bid conferences, site visits and bid openings. VWNA will review all bids and prepare/distribute all bid tabulations, evaluations, and make recommendations of award to the OWNER.
6. VWNA will coordinate with the OWNER's engineer and provide written responses to questions received from bidders, contractors, and suppliers, and assist in the preparation of addenda.
7. VWNA will provide monthly report of Design/Bid Phase activities and identify key issues that may impact cost and/or schedule.

8. VWNA will create and maintain a “Project Reference Guide’ with names and contact information for all contractors/suppliers involved in the project(s).

Task 4: - Construction Phase Services

1. Review contractor’s baseline and monthly update schedules for contract compliance. Report all non-conforming schedule anomalies to the OWNER with recommendations for corrections.
2. Manage the Request for Information (RFI’s) and Submittal process for all priority repair projects. VWNA will coordinate reviews and responses with the OWNER’s design engineer.
3. Review and manage change orders submitted by OWNER contractors. Provide recommendations to the OWNER to either approve or disapprove change order requests along with appropriate backup documentation.
4. Review and process contractor payment applications.
5. Review and track stored material.
6. Manage and document construction activities, require witnessed hold points on critical inspections, review third-party test documentation for compliance with specifications and coordinate additional testing required for QA/QC.
7. Observe and inspect construction activities to verify the contractors safety polices are being followed. Inspect activities and notify plant operations and the OWNER should an observation reveal that the activity may impact the plants’ ability to meet its operating permit conditions.
8. Provide construction photo documentation.
9. Conduct daily construction site visits (as warranted by activities and on-site staff availability).
10. Prepare daily reports of contractor activities and manpower when on site.
11. Review monthly contractor’s redlined drawings for accuracy and completeness against the contract documents and specifications in conjunction with the contractor payment application review.
12. Maintain document control and provide the OWNER with a turnover package for each project assigned including electronic copies of all documents (and hard copies as needed).
13. Manage the development and approval of the pre-commissioning plan.
14. Manage the O&M Manual submittal process.
15. Develop and manage the punch list process.
16. Provide a monthly report (during periods of active design/construction) that summarizes project activities and important milestones achieved during the period. The report will also provide a review of the contractor’s schedule, and financial status through the end of the previous month.

Task 5 - Services during Start-Up and Acceptance Testing

1. Manage the development and approval of start-up procedures and acceptance test plans.
2. Manage vendor equipment check-out, start-up and training.

3. Manage and document the acceptance testing process.
4. Verify testing, as required by the project specifications, has been completed. (Geotechnical, Hydrostatic, Electrical Megger, Vibration analysis, Thermographic analysis, etc.)
5. Verify all punch list items are completed by the contractor to the satisfaction of the OWNER.
6. Provide a written report detailing start-up and acceptance testing activities.
7. Obtain all equipment data plate documentation.
8. Manage the spare parts care, custody, and control process with OWNER contractors. Coordinate turnover with plant operations.

Task 6 - Services during Project Closeout

1. Coordinate and participate in final inspection walkthroughs with the OWNER and the OWNER's design engineers.
2. Verify permit closures (if necessary) through the OWNER's design engineers.
3. Review all Notices of Substantial/Final Completion submitted by contractor and provide a recommendation to accept or deny to the OWNER.
4. Verify receipt of equipment warranties.
5. Compile project files (electronically) in a turnover package.
6. Coordinate the receipt and turnover of the OWNER's contractor provided redlined drawings to the OWNER's engineer to complete the final as-built CAD drawings.
7. Manage the final OWNER contractor payment application, lien release and retention payment process.
8. Manage the warranty process for the OWNER. This process is contingent on remaining contract funding and time.

**APPENDIX H
OWNER SUPPLIED VEHICLES**

LOCATION / DRIVER	VEHICLE	PROPERTY #	CITY #	TAG
West WWTP	F150XL, Standard Cab	303721	19	XE0239
	F150XL, Standard Cab	300359	7	231872
	John Deer Gator, 4X2	303556		
	Bobcat, Serial Number 509642803, aquired 1997 *	5133		
Paul Morrison	Ford Escape		4	XF4938
East WWTP	F150XL, Extended Cab, 4X4	300398	34	232691
	F150XL, Standard Cab	300551	61	237587
	John Deer Gator, TX, 4X2	304005		
Eddie Lopez	F250 Super Duty, Standard Cab, Utility Body, Tommy Lift		52	211227
Dave Kerr	F350 Super Duty, Standard Cab, Utility Body, Auto Crane	303525	39	236545
Water Treatment Plants	Ranger XLT, Extended Cab	303020	11	B4720
	Ranger XLT, Extended Cab	303146	5	B9436
	F150 XL, Extended Cab	300702	66	XA7102
	F150 XL, Extended Cab	300604	10	242313

* Currenty with City Fleet for repair. City Fleet stated that this is an old unit and should be replaced.