



CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, MAY 11, 2020 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. Not Used

INFORMATIONAL AGENDA

[200.](#) Current Community Development Projects Summary

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.](#) Winter Springs Town Homes Lot Split Resolution

Attachments: [Resolution 2020-07](#)
[Lot Split Application](#)

[301.](#) Community Garden Program

Attachments: [Winter Springs Community Garden Rules & Regulations](#)

[302.](#) Amendment for FY19-20 Asphalt Street Resurfacing

Attachments: [Regular Agenda Item 501 \(March 9, 2020 City Commission Meeting\)](#)

[303.](#) Emergency Mobile Generator

Attachments: [Emergency Mobile Generator Quote from Ring Power](#)

304. Approval of Minutes from the Monday, April 27, 2020 City Commission Regular Meeting

Attachments: [Minutes](#)

PUBLIC HEARINGS AGENDA

[400.](#) First Reading Of Ordinance 2020-03 Amending Chapter 5 of the City Code Regarding Tree Protection and Preservation

Attachments: [Ordinance 2020-03](#)

REGULAR AGENDA

500. Not Used

REPORTS

- 600. City Attorney Anthony A. Garganese, Esquire
- 601. City Manager Shawn Boyle
- 602. Interim City Clerk Christian Gowan
- 603. Seat Five Commissioner Geoff Kendrick
- 604. Mayor Charles Lacey
- 605. Seat One Commissioner Jean Hovey
- 606. Seat Two Commissioner Kevin Cannon
- 607. Seat Three Commissioner/Deputy Mayor Ted Johnson
- 608. Seat Four Commissioner TiAnna Hale

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*.



INFOMATIONAL AGENDA ITEM 200

CITY COMMISSION AGENDA | MAY 11, 2020
REGULAR MEETING

TITLE

Current Community Development Projects Summary

SUMMARY

CURRENT COMMUNITY DEVLEOPMENT PROJECTS SUMMARY			
PROJECT NAME	LOCATION	LAST ACTION ITEM	CURRENT STATUS
AITC Office Building	863 N US 17-92	N/A	DA, Final Engineering & Aesthetic Plans are under Staff review.
Beazer Homes Senior (55+) Condominium Project: (The Gatherings at Winter Springs-108 Units)	Town Center - West side of Tuskawilla, north of Blumberg	SE approved by City Commission on 8/13/18. Community Workshop was held on 10/17/19.	DA, Preliminary Engineering, Aesthetic Plans, and Waivers are under Staff review.
Chase Bank	Town Center	Community Workshop was held on 02/20/20	CUP is under Staff review.
Dream Finders Townhomes (Winter Springs Townhomes): 114 Single-Family (Attached) Units	Town Center - East side of Michael Blake Blvd.	Preliminary Engineering approved by City Commission on 1/8/18. DA, Final Engineering, Waivers, & Aesthetic Review approved by the City Commission on 12/09/2019	Site Work under Construction.
Insight Partners Inc. (Office & Warehouse Renovation)	300 W SR 434	N/A	Engineering Plans are under Staff Review.
Iriye Suites Live Work Community	Town Center	SE & DA approved by City Commission on 1/28/19.	Aesthetic Plans are under Staff review.

Northern Oaks: 35 Single-Family Homes by Dream Finders Homes	North side of SR 434, East of SR 417	Final Engineering & Waivers approved 03/13/17. Aesthetic Review approved 04/9/18. Waiver approved by City Commission on 11/18/2019	Site work complete. Single-Family Homes are under construction. Site acceptance complete (01/13/2020).
Southern Oaks: 54 single-family homes	West of DeLeon St. & North of SR 434	DA, Final Engineering, Waivers, & Aesthetic Review approved on 6/22/15. Commission accepted site work on 8/14/17.	Site work complete. Single-Family Homes are under construction. Site acceptance complete.
The Studios at Tusawilla	Vistawilla Drive	Community Workshop was held on 07/19/19. DA approved by the Planning & Zoning Board on 12/04/2019. DA approved by the City Commission on 01/13/2020.	Final Engineering, Aesthetic, & Waivers are under Staff Review.
Tuskawilla Crossings: 379 Single-Family Homes	Town Center	DA, Final Engineering, Waivers, & Aesthetics approved by City Commission on 4/24/17. Plat approved 8/13/2018. Phase 1 and Phase 2 Site work approved by City Commission.	Site work complete. Single-Family Homes under construction. Site acceptance complete.
Winter Springs Medical Office	E SR 434	Community Workshop was held on 08/13/19	DA, Final Engineering & Aesthetic Plans are under Staff review.
Winter Springs Retirement Residence (Hawthorn ILF): 144 independent living suites	Town Center	DA, Final Engineering, Waivers, & Aesthetic Review approved by City Commission on 1/22/18.	Site work under construction.
Winter Springs Town Center Retail Building (Ocean Bleu)	Town Center	Final Engineering & Aesthetic Plans approved by City Commission on 6/10/2019.	Preconstruction Meeting Pending.

Wendy's	Town Center	Community Workshop was held on 12/17/19. DA, Final Engineering & Aesthetic Review approved by the Planning and Zoning Board on 02/05/2020 and City Commission on 02/10/2020.	Site Work Pending.
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For more information, please click the link below:

[City of Winter Springs Community Development Projects List/Locations](#)

Notes:

DA = Development Agreement

CUP = Conditional Use Permit

SE = Special Exception

RECOMMENDATION

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



CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | MAY 11, 2020
REGULAR MEETING

TITLE

Winter Springs Town Homes Lot Split Resolution

SUMMARY

Staff requests the City Commission review Resolution 2020-07, providing for the division of a lot owned by DFC Seminole Crossing, LLC, located east of the Cross-Seminole Trail on State Road 434, Winter Springs, Florida (existing Parcel ID #26-20-30-5AR-0A00-007F) into two (2) lots of record for purposes of implementing Dream Finders Town Homes Development Agreement (approved on December 9th, 2019), with the City and providing for repeal of prior inconsistent resolutions, severability, and an effective date.

RECOMMENDATION

Staff recommends the City Commission review the information provided and approve Resolution 2020-07.

RESOLUTION NO. 2020-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA; PROVIDING FOR THE DIVISION OF A LOT OWNED BY DFC SEMINOLE CROSSING, LLC, LOCATED EAST OF THE CROSS-SEMINOLE TRAIL ON STATE ROAD 434, WINTER SPRINGS, FLORIDA (EXISTING PARCEL ID. 26-20-30-5AR-0A00-007F) INTO TWO (2) LOTS OF RECORD FOR PURPOSES OF IMPLEMENTING A DEVELOPMENT AGREEMENT WITH THE CITY; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, section 9-11 of the City Code authorizes the City Commission to approve a “lot split,” by resolution, and sets forth the prerequisites and application process for lot splits; and

WHEREAS, DFC Seminole Crossing, LLC (hereinafter “Owner”) is the owner of certain real property located on State Road 434 in Winter Springs, Florida, more particularly depicted and legally described herein; and

WHEREAS, Owner has petitioned the City, pursuant to section 9-11 of the City Code, to divide said property into two (2) separate lots; and

WHEREAS, said lots are more particularly depicted and legally described herein; and

WHEREAS, the City Commission finds that Owner has satisfied all of the requirements for lot splits set forth in section 9-11 of the City Code; and

WHEREAS, the City Commission further finds that Owner desires to split the existing lot to implement the requirements of that certain Development Agreement with the City of Winter Springs, recorded in the Seminole County Official Records, Book 9535, Pages 1782-1800, which requires the Owner to submit an application for a lot split for the purpose of eventually conveying the northern portion of the property (approximately 3.8 acres) to the City; and

WHEREAS, the City Commission of the City of Winter Springs finds that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

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

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

Section 2. Approval of Lot Split.

(a) Subject to the condition stated below, the City Commission hereby approves, pursuant to section 9-11 of the City Code, the division of the real property located on SR 434 (Parcel number: 26-20-30-5AR-0A00-007F), and legally described in “**Exhibit A,**” attached hereto and fully incorporated herein by this reference, into two (2) separate lots. Said separate lots are more particularly depicted and legally described on “**Exhibit B**” as containing 3.809 acres and 6.533 acres, more or less. The 3.809-acre lot approved hereunder shall abut the Cross-Seminole Trail, not requiring frontage on a public or private street, and the 6.533-acre lot approved hereunder shall front SR 434 right-of-way.

(c) Upon recordation of this Resolution in the Official Public Records of Seminole County, Florida, said lots shall each be deemed a lot of record for development purposes pursuant to applicable law.

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

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

Section 5. Instructions to Staff. Pursuant to section 9-11(b)(2) of the City Code, the City Attorney is hereby directed to record this Resolution in the Official Public Records of Seminole County, Florida. The Community Development Department is hereby directed to modify city maps and documents to reflect the lot split upon recordation of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs. However, the Resolution shall not be binding upon the Property until recorded by the City in accordance with the requirements of this Resolution.

ADOPTED by the City Commission of the City of Winter Springs, Florida, this _____ day of _____, 2020.

Charles Lacey, Mayor

ATTEST (City Seal):

Christian Gowan, Interim City Clerk

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

ANTHONY A. GARGANESE, City Attorney

EXHIBIT A
Legal Description of Property

PT OF LOT 7 & 8 BLK A DESC AS BEG 1729.58 FT S 38 DEG 23 MIN 34 SEC E OF INT
NLY R/W ST RD 434 Y ELY R/W TUSKAWILLA RD RUN N 50 DEG 31 MIN 58 SEC E
1033.48 FT N 39 DEG 28 MIN 02 SEC W 15 FT N 50 DEG 31 MIN 58 E 106.44 FT S 83 DEG
03 MIN 12 SEC E 94.74 FT S 47 DEG 54 MIN 36 SEC E 34 FT S 37 DEG 59 MIN 33 SEC E
57.62 FT S 68 DEG 24 MIN 08 SEC E 52.48 FT TO ELY LI BLK A S 05 DEG 13 MIN 52 SEC
W 251.46 FT S 62 DEG 36 MIN W 109.52 FT S 50 DEG 54 MIN 04 SEC W 11.72 FT S 22
DEG 01 MIN 13 SEC W 65.99 FT S 29 DEG 00 MIN 27 SEC W 44.28 FT S 52 DEG 03 MIN
03 SEC W 9.60 FT S 28 DEG 03 MIN 23 SEC W 97.92 FT S 44 DEG 20 MIN 04 SEC E 176.05
FT S 37 DEG 21 MIN 37 SEC E 71.69 FT S 05 DEG 13 MIN 52 SEC W 42.89 FT N 27 DEG
56 MIN 26 SEC W 41.29 FT N 36 DEG 31 MIN 04 SEC W 54.59 FT N 52 DEG 32 MIN 01
SEC W 245.40 FT W 57.99 FT S 66 DEG 37 MIN 02 SEC W 39.09 FT S 46 DEG 29 MIN 24
SEC W 41.50 FT S 28 DEG 55 MIN 33 SEC W 34.27 FT S 10 DEG 02 SEC W 55.95 FT S
52.29 FT S 07 DEG 51 MIN 13 SEC W 30.86 FT S 49.12 FT S 07 DEG 25 MIN 22 SEC W
52.87 FT S 67 DEG 06 MIN W 15.29 FT S 79 DEG 35 MIN 01 SEC W 69.29 FT W 96.92 FT N
60 DEG 50 MIN 07 SEC W 119.48 FT S 86 DEG 04 MIN 53 SEC W 186.65 FT S 09 DEG 51
MIN 29 SEC W 3.05 FT N 38 DEG 52 MIN 11 SEC W 121.02 FT S 51 DEG 16 MIN 44 SEC
W 5 FT TO NELY RW SR RD 434 N 38 DEG 43 MIN 16 SEC W 73.56 FT TO BEG D R
MITCHELLS SURVEY OF THE LEVY GRANT PG 1 PG 5

EXHIBIT B
Legal Description of Two Lots as Split

SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST
WINTER SPRINGS, SEMINOLE COUNTY, FL

DESCRIPTION

A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULAR LY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, PL. STATION 600+32.11); RUN THENCE S38°23'34"E A DISTANCE OF 1729.58 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N50°31'58"E A DISTANCE OF 97.29 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 434; THENCE CONTINUE N50°31'58"E A DISTANCE OF 739.15 FEET FOR A POINT OF BEGINNING; THENCE N50°31'58"E A DISTANCE OF 294.33 FEET; THENCE N39°28'02"W A DISTANCE OF 15.00 FEET; THENCE N50°31'58"E A DISTANCE OF 106.44 FEET; THENCE S83°03'12"E A DISTANCE OF 94.74 FEET; THENCE S4r54'36"E A DISTANCE OF 34.00 FEET; THENCE S3r59'33"E A DISTANCE OF 57.62 FEET; THENCE S68°24'08"E A DISTANCE OF 52.48 FEET TO A POINT ON THE EASTERLY LINE OF BLOCK "A", SAID D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP; THENCE S05°13'52"W ALONG SAID EASTERLY LINE A DISTANCE OF 251.46 FEET; THENCE S62°36'00"W A DISTANCE OF 109.52 FEET; THENCE S50°54'04"W A DISTANCE OF 11.72 FEET; THENCE S22°01'13"W A DISTANCE OF 65.99 FEET; THENCE S29°00'27"W A DISTANCE OF 44.28 FEET; THENCE S52°03'03"W A DISTANCE OF 9.60 FEET; THENCE S28°03'23"W A DISTANCE OF 97.92 FEET; THENCE N39°28'25"W A DISTANCE OF 431.48 FEET TO THE POINT OF BEGINNING. CONTAINS 165,916 SQUARE FEET OR 3.809 ACRES, MORE OR LESS.

SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST
WINTER SPRINGS, SEMINOLE COUNTY, FL

DESCRIPTION

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

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, PL. STATION 600+32.11); RUN THENCE S38°23'34"E A DISTANCE OF 1729.58 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N50°31'58"E A DISTANCE OF 97.29 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 434 FOR A POINT OF BEGINNING; THENCE N50°31'58"E A DISTANCE OF 739.15 FEET; THENCE S39°28'25"E A DISTANCE OF 431.48 FEET; THENCE S44°20'04"E A DISTANCE OF 176.05 FEET; THENCE S3°21'37"E A DISTANCE OF 71.69 FEET TO A POINT ON THE EASTERLY LINE OF BLOCK "A", SAID D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP; THENCE S05°13'52"W ALONG SAID EASTERLY LINE A DISTANCE OF 42.89 FEET; THENCE N2°56'26"W A DISTANCE OF 41.29 FEET; THENCE N36°31'04"W A DISTANCE OF 54.59 FEET; THENCE N52°32'01"W A DISTANCE OF 245.40 FEET; THENCE S89°06'27"W A DISTANCE OF 57.99 FEET; THENCE S66°37'02"W A DISTANCE OF 39.09 FEET; THENCE S46°29'24"W A DISTANCE OF 41.50 FEET; THENCE S28°55'33"W A DISTANCE OF 34.27 FEET; THENCE S10°02'16"W A DISTANCE OF 55.95 FEET; THENCE S03°05'47"W A DISTANCE OF 52.29 FEET; THENCE S0°51'13"W A DISTANCE OF 30.86 FEET; THENCE S00°47'47"W A DISTANCE OF 49.12 FEET; THENCE S0°25'22"W A DISTANCE OF 52.87 FEET; THENCE S6°06'00"W A DISTANCE OF 15.29 FEET; THENCE S79°35'01"W A DISTANCE OF 69.29 FEET; THENCE N89°18'43"W A DISTANCE OF 96.92 FEET; THENCE N60°50'07"W A DISTANCE OF 119.48 FEET; THENCE S86°04'53"W A DISTANCE OF 186.65 FEET; THENCE S09°51'29"W A DISTANCE OF 3.05 FEET; THENCE N38°52'11"W A DISTANCE OF 121.02 FEET; THENCE S51°16'44"W A DISTANCE OF 5.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 434; THENCE N38°43'16"W A DISTANCE OF 73.56 FEET TO THE POINT OF BEGINNING. CONTAINS 284,559 SQUARE FEET OR 6.533 ACRES, MORE OR LESS.



**CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT**

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

Application – Site Plan Review/Subdivision

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Florida Statue 419.001. The sufficiency review shall be completed within thirty (30) calendar days per FL Statue 166.033. By submitting this application, you hereby grant temporary right of entry for City officials to enter upon the subject property for purposes of evaluating this application.

Site Plan Type:

Type of Development: ___ Residential Non-Residential Plan ___ Sales Trailer
___ Preliminary Review ___ Final Review ___ Combined Preliminary/Final ___ Resubmittal ___ Recorded Plat

Project Name: Seminole Crossing Date: 2/27/2020

Applicant/Agent Information:

Applicant(s): DFC Seminole Crossing LLC
Mailing Address: 14701 Phillips Hwy Suite 300 Jacksonville, FL 32256-3743
Email: dan.edwards@dreamfindershomes.com
Phone Number: 813-484-7665

Person Who Will Upload Plans* (First, Last): Michael Rainer
Email: michael.rainer@dreamfindershomes.com Phone#: 540-905-5197

Property Owner(s) Name (If Applicant is not the Property Owner):

Name: _____
Email: _____ Phone#: _____
Mailing Address: _____
Phone Number: _____

Site Information:

Project Address: W 434 SR Winter Springs FL
Parcel ID(s): 26-20-30-5AR-0A00-007F
Parcel Size: 3.809 Acres
Existing Use: Vacant Residential
Proposed Use: Stormwater/Open Space
Zoning District: T-C
Future Land Use: Town Center District



Application – Site Plan Review/Subdivision

Is the property located in the Town Center District? Yes No

Is the property within the S.R. 434 Corridor Overlay District? Yes No

Is the property located in the Greenway Interchange Zoning District? Yes No

The Planning and Zoning Board/Local Planning Agency shall review Site Plan Applications and make a written recommendation to the City Commission. The City Commission shall render all final decisions regarding Preliminary and Final Engineering Plans and may impose reasonable conditions on any approved plans to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the City Code and Comprehensive Plan. All formal decisions shall be based upon the applicable criteria as set forth in the City's Code of Ordinances Chapter 9, Land Development and Chapter 20, Zoning.

Applicants are advised, that if they decide to appeal any decisions made at the meetings or hearings, with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to ensure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per 286.0105, Florida Statutes.

Application Fees:

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

Residential Site Plan Review

Preliminary Site Plan (includes two reviews)	\$1,200 + \$5/lot
Final Site Plan (includes two reviews)	\$1,000 + \$10/lot
Combined Preliminary/Final (includes four reviews)	\$2,200 + \$15/lot

Non-Residential Site Plan Review

Preliminary Site Plan (includes two reviews)	\$3,000 + \$5/lot
Final Site Plan (includes two reviews)	\$2,500 + \$10/lot
Combined Preliminary/Final (includes four reviews)	\$5,500 + \$15/lot

Sales Trailer Plan	\$200
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Recorded Plat + actual cost	\$500
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Resubmittal (each review)	\$500
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Total Due \$ 0



CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434

Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application – Site Plan Review/Subdivision

THIS APPLICATION MUST BE SIGNED IN THE PRESENCE OF A NOTARY

This is to certify that I am the owner in simple fee of the subject property as described in this application for Site Plan Review.

Property Owner(s) Name (Print): Robert E. Riva, Jr., Esq. General Counsel and Vice President

Property Owner Signature: [Signature] Date: 3/2/2020

Property Owner(s) Name (Print): —

Property Owner Signature: — Date: —

STATE OF Florida COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2nd day of March, 2020, by Robert Riva who is personally known to me or who has produced — as identification and who did/did not take an oath.

Date: 3/2/2020 (seal):

Notary Public Signature: [Signature]

My Commission Expires: 2-3-2022



Note: If the applicant is not the property owner the Property Owner shall sign and have their signature notarized below, authorizing the applicant and/or agent permission to submit the Site Plan Review application.

Property Owner's Name (Print): —

Property Owner Signature: — Date —

STATE OF — COUNTY OF —

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

Date: — (seal):

Notary Public Signature: —

My Commission Expires: —

SKETCH OF DESCRIPTION

SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST
WINTER SPRINGS, SEMINOLE COUNTY, FL

DESCRIPTION

A PORTION OF LOTS 7 AND 8, BLOCK "A", D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, SAID LANDS LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); RUN THENCE S38°23'34"E A DISTANCE OF 1729.58 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N50°31'58"E A DISTANCE OF 97.29 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 434; THENCE CONTINUE N50°31'58"E A DISTANCE OF 739.15 FEET FOR A POINT OF BEGINNING; THENCE N50°31'58"E A DISTANCE OF 294.33 FEET; THENCE N39°28'02"W A DISTANCE OF 15.00 FEET; THENCE N50°31'58"E A DISTANCE OF 106.44 FEET; THENCE S83°03'12"E A DISTANCE OF 94.74 FEET; THENCE S47°54'36"E A DISTANCE OF 34.00 FEET; THENCE S37°59'33"E A DISTANCE OF 57.62 FEET; THENCE S68°24'08"E A DISTANCE OF 52.48 FEET TO A POINT ON THE EASTERLY LINE OF BLOCK "A", SAID D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP; THENCE S05°13'52"W ALONG SAID EASTERLY LINE A DISTANCE OF 251.46 FEET; THENCE S62°36'00"W A DISTANCE OF 109.52 FEET; THENCE S50°54'04"W A DISTANCE OF 11.72 FEET; THENCE S22°01'13"W A DISTANCE OF 65.99 FEET; THENCE S29°00'27"W A DISTANCE OF 44.28 FEET; THENCE S52°03'03"W A DISTANCE OF 9.60 FEET; THENCE S28°03'23"W A DISTANCE OF 97.92 FEET; THENCE N39°28'25"W A DISTANCE OF 431.48 FEET TO THE POINT OF BEGINNING.

CONTAINS 165,916 SQUARE FEET OR 3.809 ACRES, MORE OR LESS.

THIS SKETCH IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 3

JOB #52429
CF# SC1-5 PARCEL
DATE: 2/24/2020
SCALE: 1" = 100'
DRAWN BY: ANT

PREPARED FOR: DREAM FINDERS HOMES
BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH R/W LINE OF STATE ROAD 434 PER RIGHT OF WAY MAP, SECTION 77070-2516 BEING: S38°48'16"E.

REVISIONS:

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Ronald K. Smith
2/25/20
RONALD K. SMITH, PSM 5797

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797.

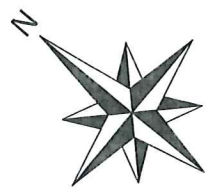
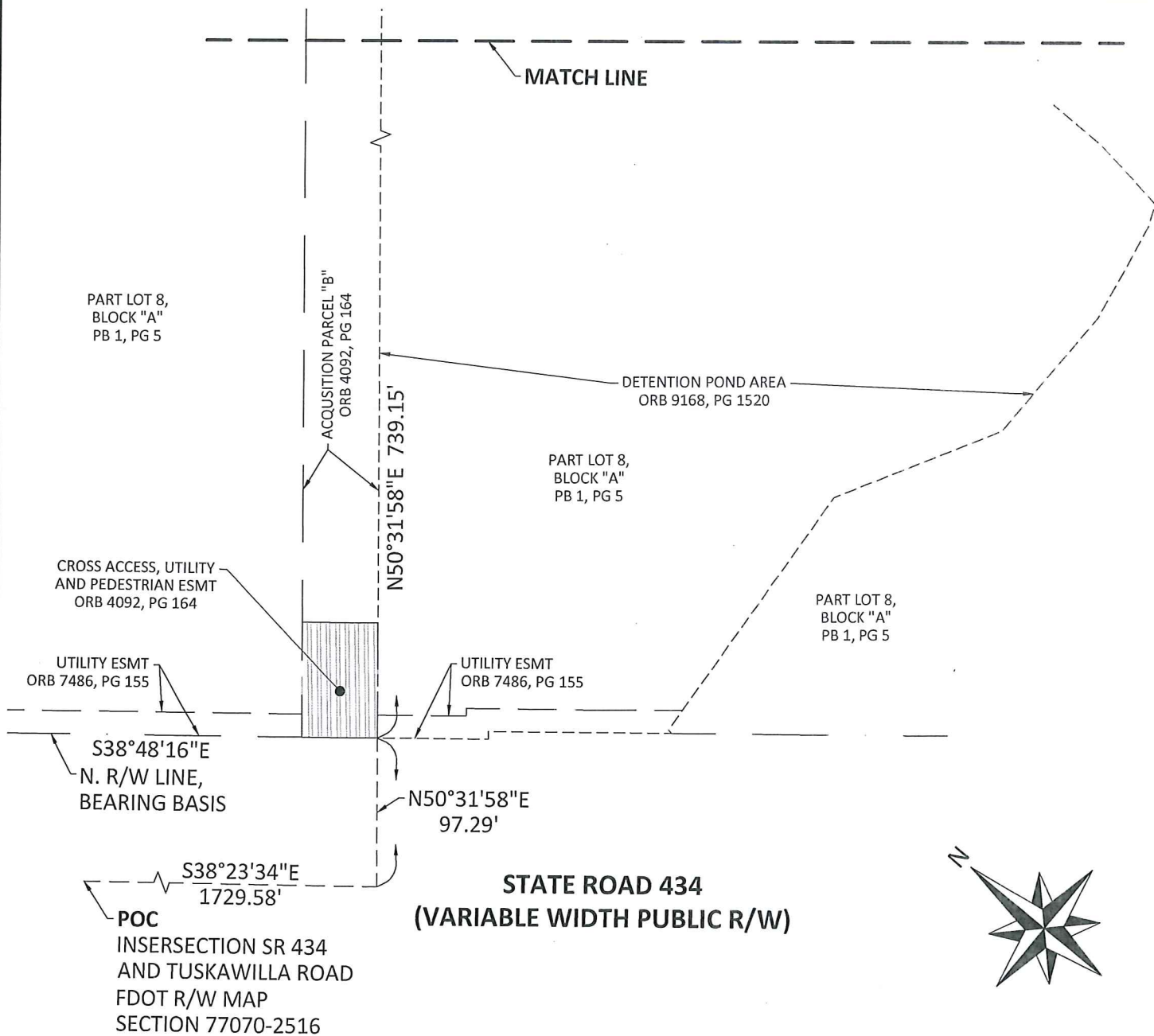


ACCURIGHT SURVEYS
OF ORLANDO INC., LB 4475
2012 E. Robinson Street Orlando, Florida 32803
www.AccurightSurveys.net
Admin@AccurightSurveys.net
PHONE: (407) 894-6314

LEGEND			
CL	- CENTERLINE	PG	- PAGE
Δ	- CENTRAL ANGLE	POB	- POINT OF BEGINNING
DB	- DEED BOOK	POC	- POINT OF COMMENCEMENT
DE	- DRAINAGE EASEMENT	PRC	- POINT OF REVERSE CURVATURE
DOC #	- DOCUMENT #	PT	- POINT OF TANGENCY
ESMT	- EASEMENT	R/W	- RIGHT OF WAY
L	- ARC LENGTH	R	- RADIUS
ORB	- OFFICIAL RECORDS BOOK	TYP	- TYPICAL
P&M	- PLAT & MEASURED	UE	- UTILITY EASEMENT
PB	- PLAT BOOK		
PC	- POINT OF CURVATURE		
PCC	- POINT OF COMPOUND CURVATURE		

SKETCH OF DESCRIPTION

SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST
WINTER SPRINGS, SEMINOLE COUNTY, FL



THIS SKETCH IS NOT A BOUNDARY SURVEY.

SHEET 2 OF 3

JOB #52429
CF# SC1-5 PARCEL
DATE: 2/24/2020
SCALE: 1" = 100'
DRAWN BY: ANT

PREPARED FOR: DREAM FINDERS HOMES
BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH R/W LINE OF STATE ROAD 434 PER RIGHT OF WAY MAP, SECTION 77070-2516 BEING: S38°48'16"E.

REVISIONS:	

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 51-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Ronald K. Smith
RONALD K. SMITH, PSM 5797

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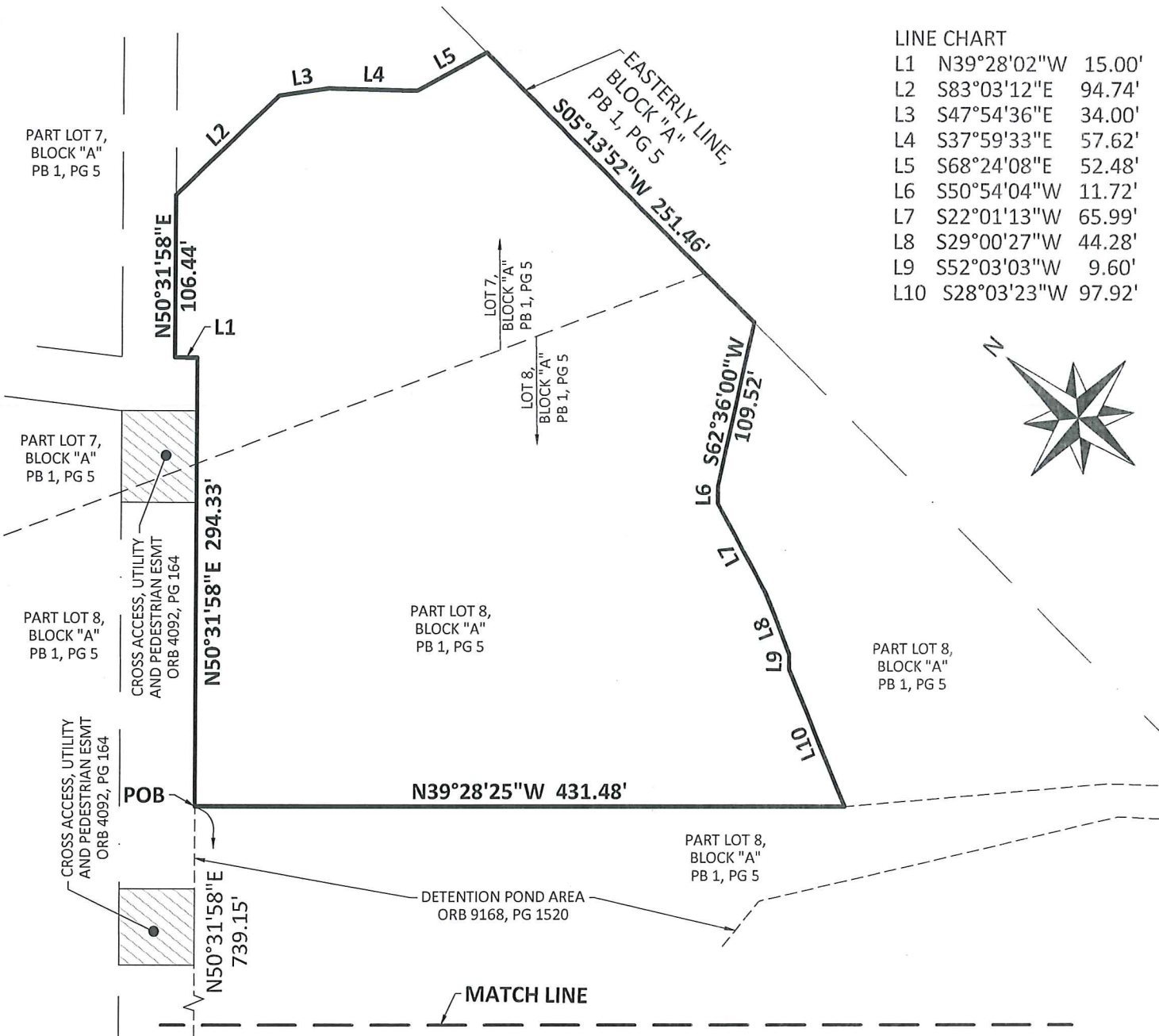


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LEGEND			
℄	- CENTERLINE	PG	- PAGE
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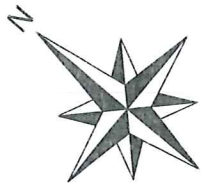
SKETCH OF DESCRIPTION

SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST
WINTER SPRINGS, SEMINOLE COUNTY, FL



LINE CHART

L1	N39°28'02\"W	15.00'
L2	S83°03'12\"E	94.74'
L3	S47°54'36\"E	34.00'
L4	S37°59'33\"E	57.62'
L5	S68°24'08\"E	52.48'
L6	S50°54'04\"W	11.72'
L7	S22°01'13\"W	65.99'
L8	S29°00'27\"W	44.28'
L9	S52°03'03\"W	9.60'
L10	S28°03'23\"W	97.92'



JOB #52429	THIS SKETCH IS NOT A BOUNDARY SURVEY.	SHEET 3 OF 3	
CF# SC1-5 PARCEL		REVISIONS:	
DATE: 2/24/2020		PREPARED FOR: DREAM FINDERS HOMES	
SCALE: 1" = 100'		BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH R/W LINE OF STATE ROAD 434 PER RIGHT OF WAY MAP, SECTION 77070-2516 BEING: S38°48'16\"E.	
DRAWN BY: ANT			

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2/25/20

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LEGEND	
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DOC #	- DOCUMENT #
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PT	- POINT OF TANGENCY
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT

Point #	Desc	Bearing	Distance
1	POB	N50°31'58"E	294.33'
2	PI	N39°28'02"W	15.00'
3	PI	N50°31'58"E	106.44'
4	PI	S83°03'12"E	94.74'
5	PI	S47°54'36"E	34.00'
6	PI	S37°59'33"E	57.62'
7	PI	S68°24'08"E	52.48'
8	PI	S05°13'52"W	251.46'
9	PI	S62°36'00"W	109.52'
10	PI	S50°54'04"W	11.72'
11	PI	S22°01'13"W	65.99'
12	PI	S29°00'27"W	44.28'
13	PI	S52°03'03"W	9.60'
14	PI	S28°03'23"W	97.92'
15	PI	N39°28'25"W	431.48'
16	CLOSE		

=====
Misclosure(16-1) : N17°43'49"E 0.0082'
Perimeter : 1676.58'
Precision : 1 / 204461
Contains 165,916 square feet or 3.809 acres
=====



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CLOSURE REPORT

FILE NAME: SC1-5 PARCEL.dwg
DATE: 2/24/2020
SHEET: 1 of 1

LEGEND

- NT - NOT TANGENT
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PI - POINT OF INTERSECTION
- POB - POINT OF BEGINNING
- PRC - POINT OF REVERSE CURVATURE
- PT - POINT OF TANGENCY
- RP - RADIUS POINT
- SC - SIMPLE CURVE

SKETCH OF DESCRIPTION

SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST
WINTER SPRINGS, SEMINOLE COUNTY, FL

DESCRIPTION

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

COMMENCE AT THE INTERSECTION OF STATE ROAD 434 AND TUSKAWILLA ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 77070-2516, SHEET 10 OF 13, P.I. STATION 600+32.11); RUN THENCE S38°23'34"E A DISTANCE OF 1729.58 FEET ALONG THE BASELINE OF SURVEY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N50°31'58"E A DISTANCE OF 97.29 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 434 FOR A POINT OF BEGINNING; THENCE N50°31'58"E A DISTANCE OF 739.15 FEET; THENCE S39°28'25"E A DISTANCE OF 431.48 FEET; THENCE S44°20'04"E A DISTANCE OF 176.05 FEET; THENCE S37°21'37"E A DISTANCE OF 71.69 FEET TO A POINT ON THE EASTERLY LINE OF BLOCK "A", SAID D.R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP; THENCE S05°13'52"W ALONG SAID EASTERLY LINE A DISTANCE OF 42.89 FEET; THENCE N27°56'26"W A DISTANCE OF 41.29 FEET; THENCE N36°31'04"W A DISTANCE OF 54.59 FEET; THENCE N52°32'01"W A DISTANCE OF 245.40 FEET; THENCE S89°06'27"W A DISTANCE OF 57.99 FEET; THENCE S66°37'02"W A DISTANCE OF 39.09 FEET; THENCE S46°29'24"W A DISTANCE OF 41.50 FEET; THENCE S28°55'33"W A DISTANCE OF 34.27 FEET; THENCE S10°02'16"W A DISTANCE OF 55.95 FEET; THENCE S03°05'47"W A DISTANCE OF 52.29 FEET; THENCE S07°51'13"W A DISTANCE OF 30.86 FEET; THENCE S00°47'47"W A DISTANCE OF 49.12 FEET; THENCE S07°25'22"W A DISTANCE OF 52.87 FEET; THENCE S67°06'00"W A DISTANCE OF 15.29 FEET; THENCE S79°35'01"W A DISTANCE OF 69.29 FEET; THENCE N89°18'43"W A DISTANCE OF 96.92 FEET; THENCE N60°50'07"W A DISTANCE OF 119.48 FEET; THENCE S86°04'53"W A DISTANCE OF 186.65 FEET; THENCE S09°51'29"W A DISTANCE OF 3.05 FEET; THENCE N38°52'11"W A DISTANCE OF 121.02 FEET; THENCE S51°16'44"W A DISTANCE OF 5.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 434; THENCE N38°43'16"W A DISTANCE OF 73.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 284,559 SQUARE FEET OR 6.533 ACRES, MORE OR LESS.

THIS SKETCH IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 3

JOB #52429
CF# SC1-5 POND
DATE: 2/24/2020
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DRAWN BY: ANT

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2/25/20

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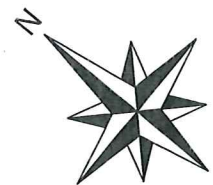
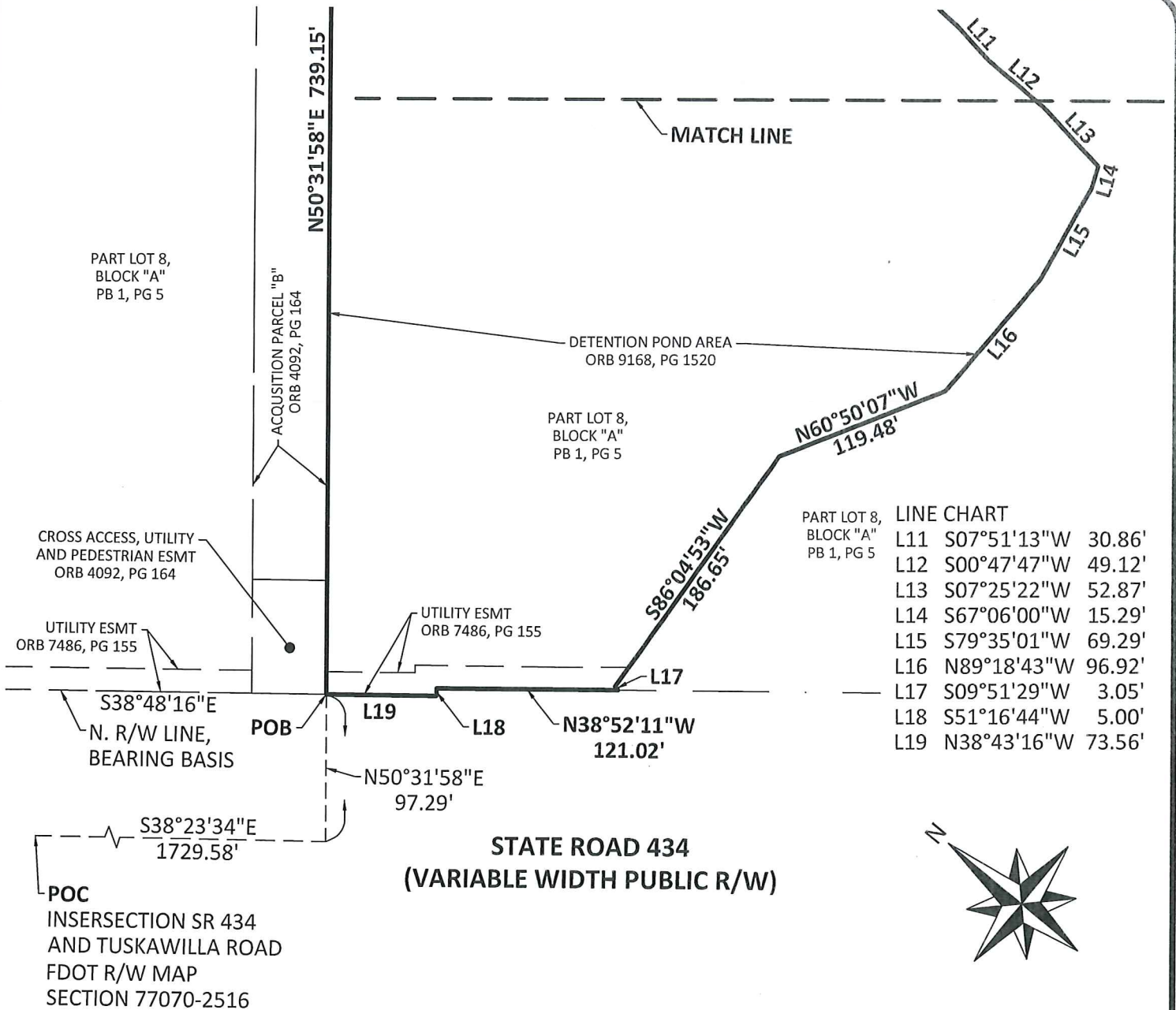


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SKETCH OF DESCRIPTION

SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST
WINTER SPRINGS, SEMINOLE COUNTY, FL



**STATE ROAD 434
(VARIABLE WIDTH PUBLIC R/W)**

THIS SKETCH IS NOT A BOUNDARY SURVEY.

SHEET 2 OF 3

JOB #52429
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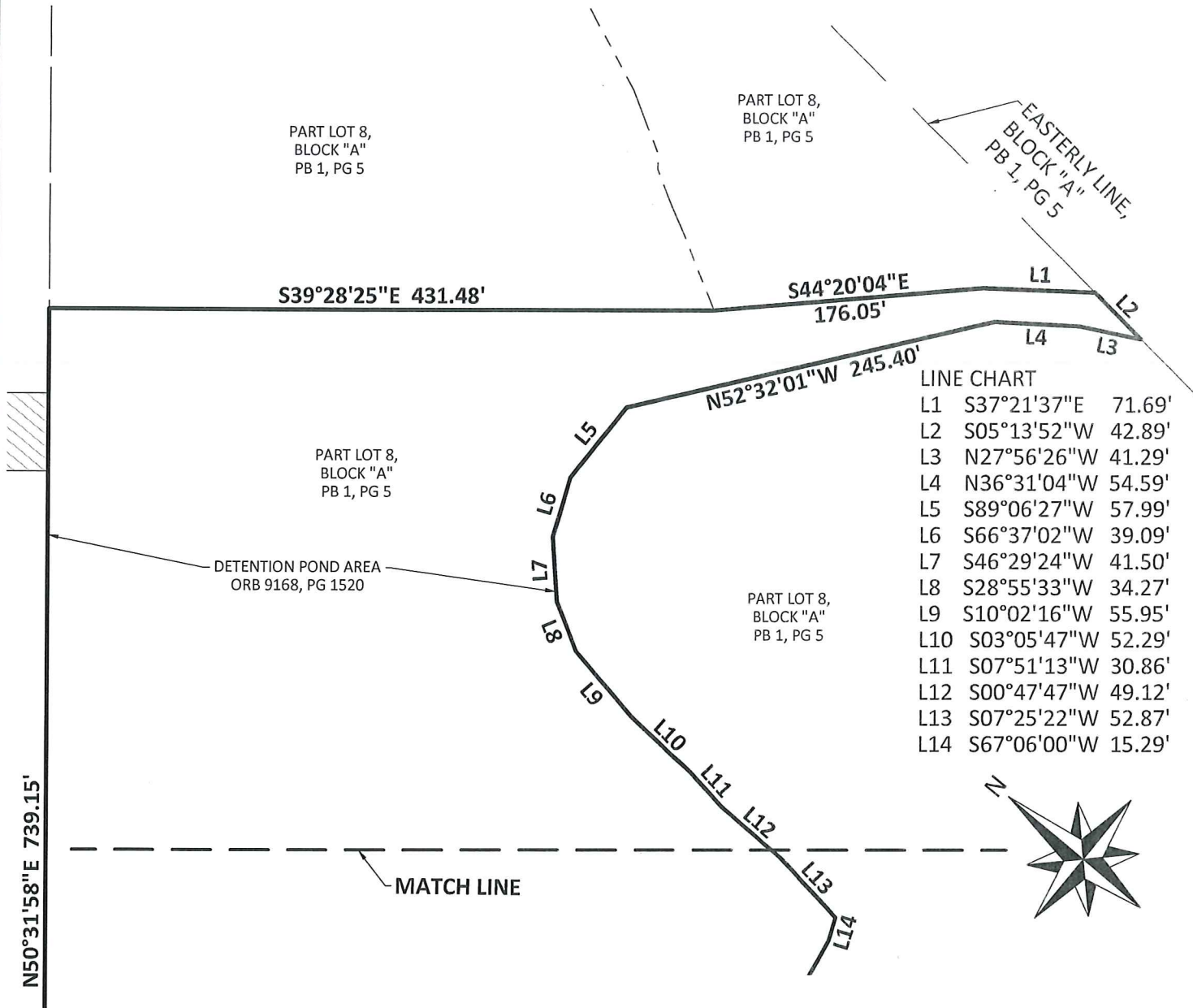


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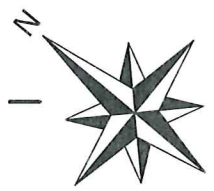
SKETCH OF DESCRIPTION

SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST
WINTER SPRINGS, SEMINOLE COUNTY, FL



LINE CHART

L1	S37°21'37"E	71.69'
L2	S05°13'52"W	42.89'
L3	N27°56'26"W	41.29'
L4	N36°31'04"W	54.59'
L5	S89°06'27"W	57.99'
L6	S66°37'02"W	39.09'
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L11	S07°51'13"W	30.86'
L12	S00°47'47"W	49.12'
L13	S07°25'22"W	52.87'
L14	S67°06'00"W	15.29'



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SHEET 3 OF 3

JOB #52429
CF# SC1-5 POND
DATE: 2/24/2020
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DRAWN BY: ANT

PREPARED FOR: DREAM FINDERS HOMES
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22	PI	S86°04'53"W	186.65'
23	PI	S09°51'29"W	3.05'
24	PI	N38°52'11"W	121.02'
25	PI	S51°16'44"W	5.00'
26	PI	N38°43'16"W	73.56'
27	CLOSE		

=====
Misclosure(27-1) : S65°21'17"W 0.0165'
Perimeter : 2906.74'
Precision : 1 / 176166
Contains 284,559 square feet or 6.533 acres
=====



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CLOSURE REPORT

FILE NAME: SC1-5 POND.dwg
DATE: 2/24/2020
SHEET: 1 OF 1

LEGEND

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CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | MAY 11, 2020
REGULAR MEETING

TITLE

Community Garden Program

SUMMARY

At the April 13th City Commission meeting, the City Commission requested Staff to research Community Garden programs and put together a program outline for the City of Winter Springs.

Purpose:

The purpose of the Winter Springs Community Garden would be to serve the community by providing an opportunity for gardeners of all experience and expertise to work, volunteer, and learn from one another. Most of all, the garden would be a partnership between the City of Winter Springs and area residents to help foster a sense of community while encouraging neighbors, friends, and families to create and maintain public gardens that promote a healthy lifestyle.

About the Garden:

The Community Garden would be located at 1000 Central Winds Drive, Winter Springs, FL 32708. The garden would contain ten 4'x10' green spaces (plots).

Reservations:

All green spaces would require a reservation on a first come, first serve basis. The green space fee would be \$30 for the time period of July 1st through May 31st. Registrants must be at least 18 years of age and be a Winter Springs resident. Interested residents would be required to review the Community Garden Rules & Regulations and submit an application to the designated Community Garden Coordinator.

RECOMMENDATION

Staff recommends the City Commission review the information provided and approve the Community Garden program.

CITY OF WINTER SPRINGS

Community Garden Rules and Regulations

- Each gardener is responsible for the maintenance and upkeep of his or her green space. Space watering, weeding, harvesting and any other garden-related maintenance are the responsibility of the gardener.
- The Community Garden is a voluntary hobby program. Gardeners should enjoy plantings and harvests for their own personal use. The garden is not permitted to produce items for use in a restaurant or for sale.
- Green spaces should be cared for at least once a week. It is the gardener's responsibility to ask fellow gardeners for assistance if he or she is not able to care for his or her space in any given week. If green space is not maintained regularly, he or she will be asked to forfeit any plots and cease participation in the Community Garden. In this event, the next person on the wait list will be offered the opportunity to reserve the green space. If less than 6 months of the reservation is remaining, the user fee will be reduced to \$15.
- Green spaces, paths, and surrounding areas should be kept clean, neat, and free of litter. Trash is to be separated and disposed in trash containers.
- Outside tools and items must be taken back home and not left at Community Garden. Gardeners are responsible for all of their personal equipment or items brought into the garden. The City assumes no liability for personal items left in the garden or for plants in the garden.
- Guests and children are welcome in the garden but must be accompanied by registered gardener and must be supervised at all times. Registered gardener is responsible for the behavior of guests.
- Gardeners and guests must respect others green spaces. Do not take food or plants from other gardeners' spaces.
- The application of herbicides (weed killers) and non-organic fertilizers or pest control to the garden boxes is prohibited and strictly enforced. If found using these materials, the gardener will immediately forfeit the garden box and cease participation in the Community Garden.
- At the end of the growing season, gardeners are responsible for clearing boxes of all plant material, tilling the soil and leaving the box as they received it.
- Gardeners will not expand garden boxes beyond their measurement or into paths or other boxes.
- Gardeners will keep all plants within the limits of their garden box. Gardeners will not allow any plants to grow more than six feet high.

- Plants must be kept free of weeds, pests and diseases. Gardeners whose plots are regularly found to be infested with pests or weeds will forfeit their plots and cease participation in the garden.
- Garden hours are the same as park hours (sunrise to sunset). Park rules must be followed.
- Do not leave water on/in hoses and release all the water when finished.. Green spaces must be watered in accordance with the Winter Springs Watering Restrictions.
- Illegal plants, weapons, smoking of any kind, profanity, discrimination and drinking of alcoholic beverages is prohibited in the Community Garden.
- Pets of any kind are not permitted in the Community Garden.
- Gardeners from previous seasons can apply for upcoming growing seasons after a seven day waiting period when applications are accepted.
- Space fees are due in full to the Community Garden Coordinator before gardeners take possession of their spaces.
- Gardeners are responsible for ensuring that the rules are followed at all times. Breaking any rules, terms and conditions is cause for immediate exclusion from the garden and forfeit of garden box. You will be allowed to reapply for another garden box only at the discretion of the Community Garden Coordinator.
- Any issues should be communicated to the Community Garden Coordinator within 24 hours of incident.



CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | MAY 11, 2020
REGULAR MEETING

TITLE

Amendment for FY19-20 Asphalt Street Resurfacing

SUMMARY

Regular Agenda Item 501 from the March 9, 2020 City Commission meeting (Attachment 1) authorized a total of \$1,319,205.87 to Middlesex Paving, LLC for Asphalt Resurfacing of city streets. An additional \$100,000 is requested to complete the FY19-20 Street Resurfacing program. This additional funding will allow staff to expand the approved Paving Plan to include milling and resurfacing of Frank Street, Leopard Trail, and a portion of Winter Springs Blvd (intersection of Glen Eagle Dr.) that is experiencing pavement deterioration.

A total of \$1.5M was budgeted for the FY19-20 Street Resurfacing program. This amendment is proposed to be funded by the Infrastructure Surtax Fund (One-Cent Sales Tax - 3rd Generation) and brings the total project authorization to \$1,419,205.87.

RECOMMENDATION

Staff recommends the City Commission authorize additional funding in the amount of \$100,000 to Middlesex Paving, LLC to complete the FY19-20 Street Resurfacing program.

Attachment 1



CITY COMMISSION REGULAR MEETING AGENDA

MONDAY, MARCH 9, 2020 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. Not Used

INFORMATIONAL AGENDA

[200.](#) Current Community Development Projects Summary

Attachments: *None*

[201.](#) Florida SeeSay Crime Tip Application

Attachments: [Application Dashboard and Icon](#)

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. Surplus Assets

Attachments: [Surplus Asset List](#)

301. Approval of Minutes from the Monday, February 24, 2020 City Commission Regular Meeting

Attachments: [Minutes](#)

PUBLIC HEARINGS AGENDA

[400.](#) Aesthetics Review – Venetian Square

Attachments: [Exhibit 1 - Vicinity Map](#)
[Exhibit 2 - Aesthetics Review Application](#)
[Exhibit 3 - Color Renderings](#)

REGULAR AGENDA

[500.](#) Resolution 2020-01 - Creation of Winter Springs Youth Council

Attachments: [Resolution 2020-01](#)

[501.](#) FY 19-20 Asphalt Street Resurfacing
Attachments: [FY 19-20 Paving Plan](#)
[Middlesex Paving, LLC Project Quotation](#)
[City of Winter Springs Piggyback Agreement with Middlesex Paving, LLC](#)

REPORTS

- 600. City Attorney Anthony A. Garganese, Esquire
- 601. City Manager Shawn Boyle
- 602. Interim City Clerk Christian Gowan
- 603. Seat Three Commissioner/Deputy Mayor Ted Johnson
- 604. Seat Four Commissioner TiAnna Hale
- 605. Seat Five Commissioner Geoff Kendrick
- 606. Mayor Charles Lacey
- 607. Seat One Commissioner Jean Hovey
- 608. Seat Two Commissioner Kevin Cannon

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*.



REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | MARCH 9, 2020
REGULAR MEETING

TITLE

FY19-20 Asphalt Street Resurfacing

SUMMARY

The Fiscal Year 2019-2020 Asphalt Street Resurfacing Program consists of milling and resurfacing City streets at various locations based on Staff's review of the following factors:

- Signs of pavement deterioration and/or structural failure
- Pavement age
- Traffic Volume
- Completion of multi-phase paving programs in specific neighborhoods or on specific streets
- Input from staff and residents
- Funding availability

This year's recommended paving program consists of the streets shown in Attachment 1. The list is subject to change depending on project conditions. A quote from Middlesex Paving, LLC (Middlesex) to mill and resurface these streets is provided in Attachment 2.

Middlesex entered into an agreement with Seminole County for Pavement Management Program Services (#IFB-603616-19/BJC) in December 2019. The City's purchase order with Middlesex will piggyback off the unit prices in the Seminole County Agreement (Attachment 3). All unit prices for the major work items in the City's resurfacing project are at or below the corresponding unit prices in the Seminole County Agreement. Middlesex has successfully completed many asphalt resurfacing projects for the City since 2008.

The project cost is \$1,199,278.06 plus a 10% contingency, for a total authorization of \$1,319,205.87, funded by a combination of the Infrastructure Surtax Fund (One-Cent Sales Tax - 3rd Generation) and Transportation Improvement Fund using already budgeted capital improvement dollars.

RECOMMENDATION

Staff recommends the City Commission approve the issuance of a purchase order to Middlesex Paving, LLC for Asphalt Resurfacing of city streets in the amount of \$1,199,278.06 plus a 10% contingency, for a total authorization of \$1,319,205.87 and authorize the City Manager and City Attorney to prepare and execute any all applicable documents.

CITY OF WINTER SPRINGS - ASPHALT RESURFACING OF VARIOUS CITY STREETS

FY19-20 PAVING PLAN

PROJECT		YEAR LAST PAVED	TOTAL YARDS	STRUCTURAL COURSE TONS (110 LB/SY/IN)
District 1				
1	Cottonwood Dr and Inkwood Ct	1992	2,271	187
2	Elderwood St and Spoonwood Ct	1992	3,841	317
3	Sweetgum Ct	1995	1,653	136
District 2				
4	Benitawood Ct	1997	2,860	236
5	Tiverton St	1999	4,387	362
6	Carrington Ave and Carrington Ct	1999	4,820	398
District 3				
7	Shetland Ave [Citrus to Northern Way]	1990	6,883	568
8	Calico Ct	1989	1,050	87
9	Mustang Ct	1988	1,925	159
10	Morgan St	1992	5,911	488
11	Deer Run Dr including Gator Ln	1990	18,318	1,511
12	Cheetah Tr	1992	8,222	678
District 4				
13	David St	1997	7,111	587
14	Albert St	1997	3,067	253
15	Edwin St	1997	1,112	92
16	George St	1997	2,445	202
17	Bennett St [South connection to SR 434]	1997	534	44
18	Charles St [South connection to SR 434]	1997	575	47
19	Galston Dr	2000	466	38
20	Elgin Dr	2000	977	81
21	Stirling Dr	2000	583	48
22	Falkirk Dr	2000	577	48
23	Dunbar Dr and Dunbar Terrace	2000	2,300	190
24	Sheoah Cir	2000	8,012	661
25	Kilt Ct	1995	2,420	200
26	Clearn Court	2006	1,989	164
District 5				
27	Trotwood Blvd [Venture Ct to park entrance]	2003	7,089	585
28	Venture Ct	2004	2,745	226
29	Winding Chase Blvd	1999	3,911	323
TOTAL			108,054	8,914

**CITY OF WINTER SPRINGS - ASPHALT RESURFACING OF VARIOUS CITY STREETS
FY 19-20 PRICING FORM**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION & EROSION PROTECTION	LS	1	\$ 25,000 ⁰⁰	\$ 25,000 ⁰⁰
2	MAINTENANCE OF TRAFFIC	LS	1	\$ 33,000 ⁰⁰	\$ 33,000 ⁰⁰
3	MILLING OF EXISTING ASPHALT (1.75" AVG DEPTH)	SY	108,054	\$ 2.89	\$ 312,276 ⁰⁶
4	SUPERPAVE ASPHALTIC CONCRETE SP-12.5 (TRAFFIC C)	TN	8,914	\$ 93 ⁰⁰	\$ 829,002 ⁰⁰
TOTAL PRICE (SUM OF ITEMS #1 THROUGH #4):					\$ 1,199,278⁰⁶
PAY ITEM NOTES:					
2	Includes the cost of all items needed for traffic control (barricades, flagmen, temporary variable message signs, etc.) in accordance with FDOT standards				
3	The milling depth is an average of 1.75". Some streets will require a milling depth greater than 1.75" in order to maintain a finished asphalt edge from 0" to a maximum of 1/4" above gutters and driveways. The thickness of new asphalt is 1.5" unless noted otherwise.				
4	Quantity based on 110 lbs per square yard per 1-inch lift				
4	Unit price includes all equipment, labor, and materials including bituminous material (plant mixes, prime coats, and tack coats) and all other incidental costs to complete the work.				

PIGGYBACK AGREEMENT – MIDDLESEX PAVING

THIS “PIGGYBACK” AGREEMENT is made and entered into this ____ day of March, 2020, between the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation (“City”) and **MIDDLESEX PAVING, LLC**, a Florida limited liability company (hereinafter referred to as the “Contractor”), under the terms and conditions hereinafter provided. The City and the Contractor agree as follows:

1. The Purchasing Policies for the City of Winter Springs allows for “piggybacking” contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor has entered a contract with Seminole County, said contract being identified as: Term Contract for Pavement Management Program Services (IFB-603616/BJC) (said original contract being referred to as the “original government contract”).

2. The original government contract is incorporated herein by reference and is attached as Exhibit “1” to this Contract. All of the terms and conditions set out in the original government contract (Exhibit “1”) are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Contractor and the City of Winter Springs, as follows:

- a) Notwithstanding anything in Exhibit “1” to the contrary, the following terms shall be substituted throughout the original government contract: Seminole County = City of Winter Springs.

- b) Authorization for Services: Notwithstanding anything in Exhibit “1” to the contrary, the Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the unit price schedule attached hereto as Exhibit “2,” and send the thus developed "Task Proposal" to the City. The maximum unit prices, as applicable, that can be charged under this Agreement by Contractor, unless otherwise agreed by the City in writing, are set forth in Exhibit “2” and fully incorporated herein by this reference.
- c) Time Period (“Term”) of the Agreement: Notwithstanding anything to the contrary in Exhibit 1, the term of this Agreement with the City shall take effect on the date of its execution by the City and Contractor and continue for a period of three (3) years. At the sole option of the City, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each.
- d) Address change for the City of Winter Springs: Notwithstanding the address and contact information for the government entity as set out in Exhibit “A,” the Contractor agrees that he/she/it will send notices and will conduct all business with the City of Winter Springs, attention Public Works Director. Invoices must be sent to the City of Winter Springs, Finance Department, 1126 E. State Road 434, Winter Springs, Florida 32708.
- e) Notwithstanding anything in Exhibit “A” to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the parties arising out of this contract must be in Seminole County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties

arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

- f) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation. The County administrative dispute resolution procedures and payment dispute procedures shall not be used.
- g) Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor 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 Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of City or the Contractor. 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 Contractor are

subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CHRISTIAN GOWAN, INTERIM CITY CLERK, AT (407) 327-6560, city-clerk-department@winterspringsfl.org; 1126 E. State Road 434, Winter Springs, Florida 32708.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the 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. Contractor 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, Contractor shall transfer to City, at no cost, all public records in possession of the Contractor, provided the transfer is requested in writing by the by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion of the

Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from the City Clerk, in a format that is compatible with the information technology systems of City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor 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 the Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor 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 City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages

for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

- i) Indemnification: The following is added to Section 16 Indemnification: The “Contractor specifically assumes potential liability for actions brought by the Contractor’s own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.”
 - j) Bonds: The Contractor shall supply a materials, performance and payment bond(s) as specified for each Task Order or Release Order in a form approved by the City and in accordance with Florida law.
 - m) No Person other than the City and Contractor themselves has any rights or remedies under this Contract.
 - n) All other provisions in the original government contract (Exhibit “A”) are fully binding on the parties and will represent the agreement between the City of Winter Springs and the Contractor.
4. This Contract is not a requirements agreement nor is it an exclusive agreement.

Accordingly, the City of Winter Springs reserves the right to purchase the goods or services that are the subject hereof from any alternative Contractor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

[Signature Page Follows]

Entered this _____ day of March, 2020.

MIDDLESEX PAVING, LLC
CONTRACTOR

By: _____
Name/Title: _____
Date: _____

CITY OF WINTER SPRINGS

By: _____
Shawn Boyle, City Manager
Date: _____

Attested by: _____
Christian Gowan, Interim City Clerk

EXHIBIT “1”

Seminole County Contract

(58 Pages)

**TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)**

THIS AGREEMENT is dated as of the 26 day of December 2019, by and between **MIDDLESEX PAVING, LLC**, duly authorized to conduct business in the State of Florida, whose address is 10801 Cosmonaut Boulevard, Orlando, Florida 32824, in this Agreement "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement "COUNTY."

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide Pavement Management Program services in Seminole County; and

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

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

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

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

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

Section 3. Authorization for Services.

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

(b) All contractors will be invited to participate in the quoting process for each project as directed by COUNTY's representative. Detailed technical information will be provided to each contractor, and they will have the opportunity to submit a quote based on the not-to-exceed price structure established in this Agreement. The final bids will normally be submitted on either a lump

sum bid or unit price basis, as stipulated by COUNTY's representative. A lump sum bid will represent the total price for which a contractor offers to complete the work according to the detailed plans and specifications. Unit price bidding will be used in projects for which the quantity of materials or the amount of labor involved in some key tasks is particularly uncertain. In such cases, the contractors will be allowed to submit a list of unit prices for those tasks, computed by multiplying the quoted unit price for each specified task by the corresponding quantity in COUNTY representative's estimates for quantities. However, the total payment to the selected contractor will be based on the actual quantities multiplied by the respective quoted unit prices.

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

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

Section 6. Payment and Billing.

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

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no

event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

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

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

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

severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

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

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

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

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

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely

for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

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

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

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

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

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

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge

of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida

Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence

rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

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

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective

unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

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

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

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

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

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

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

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

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

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

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

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

For COUNTY:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

For CONTRACTOR:

Middlesex Paving, LLC
10801 Cosmonaut Boulevard
Orlando, Florida 32824

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

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

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

ATTEST:

Evelyn Sergeant
Witness

Evelyn Sergeant
Print Name

Alexandra Sanchez
Witness

Alexandra Sanchez
Print Name

MIDDLESEX PAVING, LLC

DAVID SOCCI, SR.

Vice President-Preconstruction
Title

12-19-19
Date

[Balance of this page intentionally blank; signature page continues on Page 21.]

SEMINOLE COUNTY, FLORIDA

Victoria Hewett

Witness

Victoria Hewett

Print Name

Vic Cooper

Witness

Vic Cooper

Print Name

By: Betsy Cohen

BETSY COHEN, Acting Purchasing and
Contracts Manager

Date: 12/26/19

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its 12/10/19,
2019, regular meeting.

Approved as to form and
legal sufficiency.

David A. Shilla

County Attorney

DGS/dre

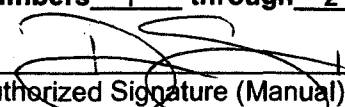
11/6/19

Attachments:

Exhibit A - Scope of Services and Fee Structure

Exhibit B - Sample Release Order

T:\Users\Legal Secretary CSB\Purchasing 2019\IFB-603616-19 BJC Middlesex.docx

SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	INVITATION FOR BID And Bidder Acknowledgment
Contact: Betsy J. Cohen, CPM, CPPO Procurement Administrator Phone: 407-665-7112 Email: bcohen@seminolecountyfl.gov	IFB-603616-19/BJC PAVEMENT MANAGEMENT PROGRAM FOR SEMINOLE COUNTY - REBID
<u>Due Date:</u> October 23, 2019 at 2:00 PM (Eastern Standard Time) <u>Location of Public Opening:</u> Purchasing & Contracts Division, 1301 East 2nd Street, Sanford, FL 32771	
Proposer Name: Middlesex Paving, LLC.	Federal Employer ID Number: 46-1625297
Mailing Address: 10801 Cosmonaut Blvd	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Orlando, Florida 32824	
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Florida</u> List of Principals: <u>Please see Attachment "A"</u>	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>2</u> :  Authorized Signature (Manual) <u>10-23-19</u> Date
Email Address: dsocci@middlesexco.com	Typed Name: David Socci
Telephone Number: 978-742-4410	Title: Sr. V.P. Preconstruction and Manager
Fax Number: 407-206-3558	Date: October 23, 2019

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

EXHIBIT A Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction <http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf>. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916)**.

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroreflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under:

Item No. 102-78 Temporary Retroreflective Pavement Markers - each.

Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

- Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
- Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of (-) **\$500.00** for each day for minor streets/roads.

Payment for LD is set at a rate of (-) **\$1000.00** for each day for major roads.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.

Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101)**.

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.

Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed \$1500 per day. **(Section 102)**.

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102)**.

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102)**.

Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425)**.

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.

Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525)**.

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337)**.

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

**Part 4
Price Submittal**

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: Middlesex Paving, LLC.

Mailing Address: One Spectacle Pond Road, Littleton, MA 01460

Street Address: 10801 Cosmonaut Blvd

City/State/Zip: Orlando, Florida 32824

Phone Number: (407) 206-0077 FAX Number: (407) 206-3558

E-Mail Address: dsocci@middlesexcom.com & jmeier@middlesexco.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: \$	<u>28,038,400.00</u>
Group II - Sand and Seal in-place	Subtotal: \$	<u>147,625.00</u>
Group III - Milling	Subtotal: \$	<u>1,109,500.00</u>
Group IV - Striping	Subtotal: \$	<u>97,825.00</u>
Group V - Miscellaneous Items	Subtotal: \$	<u>171,750.00</u>
Group VI - Asphalt Materials (materials only)	Subtotal: \$	<u>364,000.00</u>
Group VII - Earthwork	Subtotal: \$	<u>1,794,000.00</u>
TOTAL BID:	\$	<u>31,723,100.00</u>

Performance/Payment/Material-Workmanship Bonds Costs: \$ 238,750.00
(Do not include in Unit Costs)



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons \$ 450.00 /Ton Total: \$ 22,500.00	Estimated 300 Tons \$ 200.00 /Ton Total: \$ 60,000.00	Estimated 1,800 Tons \$ 130.00 /Ton Total: \$ 234,000.00	Estimated 3,800 Tons \$ 128.00 /Ton Total: \$ 486,400.00	Estimated 6,000 Tons \$ 125.00 /Ton Total: \$ 750,000.00	\$ 1,552,900.00
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons \$ 450.00 /Ton Total: \$ 45,000.00	Estimated 600 Tons \$ 200.00 /Ton Total: \$ 120,000.00	Estimated 2,600 Tons \$ 120.00 /Ton Total: \$ 312,000.00	Estimated 6,000 Tons \$ 118.00 /Ton Total: \$ 708,000.00	Estimated 18,000 Tons \$ 115.00 /Ton Total: \$ 2,070,000.00	\$ 3,255,000.00
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons \$ 500.00 /Ton Total: \$ 25,000.00	Estimated 300 Tons \$ 250.00 /Ton Total: \$ 75,000.00	Estimated 1,800 Tons \$ 155.00 /Ton Total: \$ 279,000.00	Estimated 3,800 Tons \$ 150.00 /Ton Total: \$ 570,000.00	Estimated 6,000 Tons \$ 145.00 /Ton Total: \$ 870,000.00	\$ 1,819,000.00
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons \$ 500.00 /Ton Total: \$ 50,000.00	Estimated 600 Tons \$ 250.00 /Ton Total: \$ 150,000.00	Estimated 2,600 Tons \$ 155.00 /Ton Total: \$ 403,000.00	Estimated 8,000 Tons \$ 145.00 /Ton Total: \$ 1,160,000.00	Estimated 20,000 Tons \$ 140.00 /Ton Total: \$ 2,800,000.00	\$ 4,563,000.00
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons \$ 650.00 /Ton Total: \$ 52,000.00	Estimated 300 Tons \$ 325.00 /Ton Total: \$ 97,500.00	Estimated 1,800 Tons \$ 200.00 /Ton Total: \$ 360,000.00	Estimated 3,800 Tons \$ 180.00 /Ton Total: \$ 684,000.00	Estimated 6,000 Tons \$ 175.00 /Ton Total: \$ 1,050,000.00	\$ 2,243,500.00
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons \$ 500.00 /Ton Total: \$ 50,000.00	Estimated 400 Tons \$ 250.00 /Ton Total: \$ 100,000.00	Estimated 2,000 Tons \$ 175.00 /Ton Total: \$ 350,000.00	Estimated 6,000 Tons \$ 175.00 /Ton Total: \$ 1,050,000.00	Estimated 8,000 Tons \$ 165.00 /Ton Total: \$ 1,320,000.00	\$ 2,870,000.00
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons \$ 500.00 /Ton Total: \$ 50,000.00	Estimated 600 Tons \$ 250.00 /Ton Total: \$ 150,000.00	Estimated 2,600 Tons \$ 160.00 /Ton Total: \$ 416,000.00	Estimated 8,000 Tons \$ 150.00 /Ton Total: \$ 1,200,000.00	Estimated 20,000 Tons \$ 145.00 /Ton Total: \$ 2,900,000.00	\$ 4,716,000.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons \$ 500.00 /Ton Total: \$ 25,000.00	Estimated 300 Tons \$ 250.00 /Ton Total: \$ 75,000.00	Estimated 1,800 Tons \$ 165.00 /Ton Total: \$ 297,000.00	Estimated 3,800 Tons \$ 155.00 /Ton Total: \$ 589,000.00	Estimated 6,000 Tons \$ 150.00 /Ton Total: \$ 900,000.00	\$ 1,886,000.00
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons \$ 650.00 /Ton Total: \$ 52,000.00	Estimated 300 Tons \$ 325.00 /Ton Total: \$ 97,500.00	Estimated 1,800 Tons \$ 215.00 /Ton Total: \$ 387,000.00	Estimated 3,800 Tons \$ 205.00 /Ton Total: \$ 779,000.00	Estimated 6,000 Tons \$ 205.00 /Ton Total: \$ 1,230,000.00	\$ 2,545,500.00
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons \$ 650.00 /Ton Total: \$ 52,000.00	Estimated 400 Tons \$ 325.00 /Ton Total: \$ 130,000.00	Estimated 1,800 Tons \$ 210.00 /Ton Total: \$ 378,000.00	Estimated 3,800 Tons \$ 200.00 /Ton Total: \$ 760,000.00	Estimated 6,000 Tons \$ 200.00 /Ton Total: \$ 1,200,000.00	\$ 2,520,000.00
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons \$ 350.00 /Ton Total: \$ 17,500.00	Estimated 200 Tons \$ 250.00 /Ton Total: \$ 50,000.00				\$ 67,500.00
TOTAL FOR GROUP I							\$ 28,038,400.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
2-1	Prime and Sand (Section 916)	Estimated 500 SY \$ 5.00 /SY Total: \$ 2,500.00	Estimated 1500 SY \$ 2.50 /SY Total: \$ 3,750.00	Estimated 2500 SY \$ 1.50 /SY Total: \$ 3,750.00	Estimated 3500 SY \$ 0.75 /SY Total: \$ 2,625.00	\$ 12,625.00
341-1-1	Asphalt Membrane Interlayer (Section 341)	Estimated 500 SY \$ 50.00 /SY Total: \$ 25,000.00	Estimated 1500 SY \$ 25.00 /SY Total: \$ 37,500.00	Estimated 2500 SY \$ 15.00 /SY Total: \$ 37,500.00	Estimated 3500 SY \$ 10.00 /SY Total: \$ 35,000.00	\$ 135,000.00
TOTAL FOR GROUP II						\$ 147,625.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group III: Milling Existing Asphalt Pavement in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmnt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 2,000 SY \$ 8.50 /SY Inch Total: \$ 17,000.00	Estimated 8,000 SY \$ 5.75 /SY Inch Total: \$ 46,000.00	Estimated 30,000 SY \$ 4.25 /SY Inch Total: \$ 127,500.00	\$ 205,500.00
327-70-B	Milling Existing Asphalt Pvmnt. (Yankee Lake Yard) Milled Material delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 3,000 SY \$ 8.50 /SY Inch Total: \$ 25,500.00	Estimated 10,000 SY \$ 5.50 /SY Inch Total: \$ 55,000.00	Estimated 40,000 SY \$ 4.75 /SY Inch Total: \$ 190,000.00	\$ 285,500.00
327-70-C	Milling Existing Asphalt Pvmnt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 4,000 SY \$ 8.50 /SY Inch Total: \$ 34,000.00	Estimated 12,000 SY \$ 5.75 /SY Inch Total: \$ 69,000.00	Estimated 50,000 SY \$ 4.75 /SY Inch Total: \$ 237,500.00	\$ 355,500.00
327-70-D	Milling Existing Asphalt Pvmnt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 2,000 SY \$ 8.50 /SY Inch Total: \$ 17,000.00	Estimated 6,000 SY \$ 5.75 /SY Inch Total: \$ 34,500.00	Estimated 20,000 SY \$ 4.75 /SY Inch Total: \$ 95,000.00	\$ 161,500.00
327-70-E	Milling Existing Asphalt Pvmnt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 2,000 SY \$ 8.50 /SY Inch Total: \$ 17,000.00	Estimated 4,000 SY \$ 5.50 /SY Inch Total: \$ 22,000.00	Estimated 10,000 SY \$ 4.75 /SY Inch Total: \$ 47,500.00	\$ 101,500.00
TOTAL FOR GROUP III						\$ 1,109,500.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	\$ 4.50	\$ 9,000.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	\$ 2.50	\$ 2,500.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	\$ 2.50	\$ 2,500.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	\$ 0.75	\$ 15,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	\$ 2.00	\$ 8,000.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	\$ 4.00	\$ 8,000.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	\$ 0.75	\$ 22,500.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	\$ 3.50	\$ 7,000.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	\$ 150.00	\$ 3,000.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	\$ 150.00	\$ 750.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	\$ 150.00	\$ 1,500.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	\$ 150.00	\$ 750.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	\$ 150.00	\$ 750.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	\$ 150.00	\$ 1,500.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	\$ 150.00	\$ 750.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	\$ 150.00	\$ 750.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	\$ 150.00	\$ 1,500.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	\$ 150.00	\$ 3,000.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	\$ 150.00	\$ 7,500.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	\$ 150.00	\$ 1,500.00
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	\$ 7.50	\$ 75.00
TOTAL FOR GROUP IV					\$ 97,825.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Do Not Include this Item in Bid Total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Do Not Include this Item in Bid Total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Do Not Include this Item in Bid Total
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Responce \$ 15,000.00 /EA	\$ 15,000.00
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. (not to exceed \$1500 per day)	Estimated 30 ED \$ 1,500.00 /ED	\$ 45,000.00
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR \$ 95.00 /HR	\$ 9,500.00
102-99	Portable Changeable Message Sign	Estimated 1,000 ED \$ 35.00 /ED	\$ 35,000.00
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY \$ 45.00 /SY	\$ 36,000.00
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA \$ 125.00 /EA	\$ 3,125.00
425-7	Manhole Ring Adjustment	Estimated 25 EA \$ 225.00 /EA	\$ 5,625.00
525-1	Asphaltic Concrete Curb	Estimated 500 LF \$ 45.00 /LF	\$ 22,500.00
TOTAL FOR GROUP V			\$ 171,750.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 75.00 /Ton Total: \$ 75,000.00	Estimated 200 Tons \$ 95.00 /Ton Total: \$ 19,000.00	\$ 94,000.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 80.00 /Ton Total: \$ 80,000.00	Estimated 200 Tons \$ 100.00 /Ton Total: \$ 20,000.00	\$ 100,000.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 125.00 /Ton Total: \$ 25,000.00	Estimated 200 Tons \$ 150.00 /Ton Total: \$ 30,000.00	\$ 55,000.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 125.00 /Ton Total: \$ 25,000.00	Estimated 200 Tons \$ 150.00 /Ton Total: \$ 30,000.00	\$ 55,000.00
6-5	Asphalt Milling Material	Estimated 500 Tons \$ 40.00 /Ton Total: \$ 20,000.00	Estimated 500 Tons \$ 60.00 /Ton Total: \$ 30,000.00	\$ 50,000.00
6-6	Tack Type RS-1/RS-2 (Section 300)	Estimated 1000 Gallons \$ 10.00 /Gal Total: \$ 10,000.00		\$ 10,000.00
			TOTAL FOR GROUP VI	\$ 364,000.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY \$ 150.00 /CY Total: \$ 7,500.00	Estimated 100 CY \$ 75.00 /CY Total: \$ 7,500.00	Estimated 500 CY \$ 50.00 /CY Total: \$ 25,000.00	Estimated 800 CY \$ 35.00 /CY Total: \$ 28,000.00	\$ 68,000.00
120-6	Embankment	Estimated 50 CY \$ 150.00 /CY Total: \$ 7,500.00	Estimated 100 CY \$ 100.00 /CY Total: \$ 10,000.00	Estimated 500 CY \$ 50.00 /CY Total: \$ 25,000.00	Estimated 800 CY \$ 45.00 /CY Total: \$ 36,000.00	\$ 78,500.00
121-70	Flowable Fill	Estimated 50 CY \$ 400.00 /CY Total: \$ 20,000.00	Estimated 100 CY \$ 300.00 /CY Total: \$ 30,000.00			\$ 50,000.00
Pay Item No.	Description	0-50 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY \$ 35.00 /SY Total: \$ 17,500.00	Estimated 2000 SY \$ 32.00 /SY Total: \$ 64,000.00	Estimated 3000 SY \$ 28.00 /SY Total: \$ 84,000.00	Estimated 4000 SY \$ 25.00 /SY Total: \$ 100,000.00	\$ 265,500.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY \$ 35.00 /SY Total: \$ 17,500.00	Estimated 1000 SY \$ 25.00 /SY Total: \$ 25,000.00	Estimated 1500 SY \$ 22.00 /SY Total: \$ 33,000.00	Estimated 2000 SY \$ 22.00 /SY Total: \$ 44,000.00	\$ 119,500.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group VII: Earthwork

Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	Sum of Extended Cost
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY \$ 45.00 /SY Total: \$ 22,500.00	Estimated 1000 SY \$ 42.00 /SY Total: \$ 42,000.00	Estimated 1500 SY \$ 38.00 /SY Total: \$ 57,000.00	Estimated 2000 SY \$ 38.00 /SY Total: \$ 76,000.00	\$ 197,500.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY \$ 60.00 /SY Total: \$ 30,000.00	Estimated 1000 SY \$ 55.00 /SY Total: \$ 55,000.00	Estimated 1500 SY \$ 50.00 /SY Total: \$ 75,000.00	Estimated 2000 SY \$ 50.00 /SY Total: \$ 100,000.00	\$ 260,000.00
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY \$ 75.00 /SY Total: \$ 37,500.00	Estimated 2000 SY \$ 65.00 /SY Total: \$ 130,000.00	Estimated 3000 SY \$ 60.00 /SY Total: \$ 180,000.00	Estimated 4000 SY \$ 55.00 /SY Total: \$ 220,000.00	\$ 567,500.00
570-1-2	Performance Turf, Sod	Estimated 500 SY \$ 20.00 /SY Total: \$ 10,000.00	Estimated 1000 SY \$ 18.00 /SY Total: \$ 18,000.00	Estimated 1500 SY \$ 15.00 /SY Total: \$ 22,500.00	Estimated 2000 SY \$ 14.00 /SY Total: \$ 28,000.00	\$ 78,500.00
577-70	Shoulder Rework	Estimated 500 SY \$ 30.00 /SY Total: \$ 15,000.00	Estimated 1000 SY \$ 25.00 /SY Total: \$ 25,000.00	Estimated 1500 SY \$ 22.00 /SY Total: \$ 33,000.00	Estimated 2000 SY \$ 18.00 /SY Total: \$ 36,000.00	\$ 109,000.00
TOTAL FOR GROUP VII						\$ 1,794,000.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	\$ 28,038,400.00
Group II	Sand and Seal in-place	\$ 147,625.00
Group III	Milling Existing Asphalt Pavement in-place	\$ 1,109,500.00
Group IV	Temporary Pavement Marking in-place	\$ 97,825.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	\$ 171,750.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	\$ 364,000.00
Group VII	Earthwork	\$ 1,794,000.00
TOTAL GROUP I THRU VII		\$ 31,723,100.00

Company Name: Middlesex Paving, LLC.

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

**Board of County Commissioners
 PURCHASE ORDER**

ORDER NUMBER:

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

**S
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ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

**V
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EXHIBIT B

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

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	
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**SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772**

Accts. Payable Inquiries - Phone (407) 665 7656

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at

is option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, an order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.

PERFORMANCE BOND

(\$500,000.00)

Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

Middlesex Paving, LLC

(Name of CONTRACTOR)

10801 Cosmonaut Blvd, Orlando, Florida 32824

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 407-206-0077

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

Surety's Telephone Number: (860) 277-0111

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand and 00/100 DOLLARS (\$ 500,000.00-----) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than five hundred thousand (\$500,000.00).

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to the Pavement Management Program within Seminole County.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to \$500,000.00 and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted amount.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to \$500,000.00.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the

Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this 26 day of December, 2019

ATTEST.

PRINCIPAL/CONTRACTOR

Middlesex Paving, LLC.

Peter J. Martinkus
(Secretary)

By: *[Signature]*
(Officer)

Name: Peter J. Martinkus
(Typed or Printed)

Name: David Socci
(Typed or Printed)

Title: Sr. V.P. Preconstruction & Manager

Address: One Spectacle Pond Road

City, ST ZIP: Littleton, MA 01460

Evelyn Sergeant
Witness

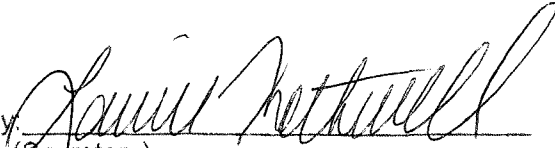
Evelyn Sergeant
Print Name

Alexandra Sanabria
Witness

Alexandra Sanabria
Print Name

(Surety Signature Page Follows)

ATTEST:

By: 
(Secretary)

Name: Laurie Rothwell
(Typed or Printed)

SURETY

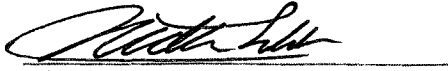
Travelers Casualty and Surety Company of America

By: 
(Officer)

Name: Sandra C. Lopes, FL Non-Resident License No. W051270
(Typed or Printed)

Title: Attorney-in-Fact
c/o Alliant Insurance Services, Inc.
Address: 131 Oliver Street, 4th Floor

City, ST ZIP: Boston, MA 02110



Witness
Nicholas Labbe

Print Name



Witness
Gabriela Camacho

Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

PAYMENT BOND

(\$500,000.00)

Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

Middlesex Paving, LLC

(Name of CONTRACTOR)

1801 Cosmonaut Blvd, Orlando, Florida 32824

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 407-206-0077

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

Surety's Telephone Number: (860) 277-0111

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand DOLLARS (\$500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to Pavement Management Program within Seminole County.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.
2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.
3. This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

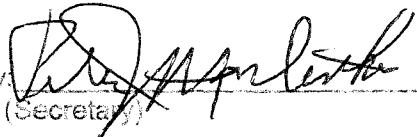
4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.
5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this 26 day of December, 2019

ATTEST:

PRINCIPAL/CONTRACTOR

Middlesex Paving, LLC.

By: 
(Secretary)

By: 
(Officer)

Name: Peter J. Martinkus
(Typed or Printed)

Name: David Socci
(Typed or Printed)

Title: Sr. V.P. Preconstruction & Manager

Address: One Spectacle Pond Road

City, ST ZIP: Littleton, MA 01460


Witness

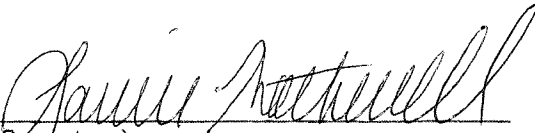
Evelyn Sergeant
Print Name


Witness

Alexandra Sanabria
Print Name

(Surety Signature Page Follows)

ATTEST:

By: 
(Secretary)

Name: Laurie Rothwell
(Typed or Printed)

SURETY

Travelers Casualty and Surety Company of America

By: 
(Officer)

Name: Sandra C. Lopes, FL Non-Resident License No. W051270
(Typed or Printed)


Title: Attorney-in-Fact
c/o Alliant Insurance Services, Inc.

Address: 131 Oliver Street, 4th Floor

City, ST ZIP: Boston, MA 02110



Witness
Nicholas Labbe
Print Name


Witness
Gabriela Camacho
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

10/1/01 (Revised) Form 1000 - Surety Payment Bond - 10/1/01 (Rev. 10/01)

PAYMENT BOND

MATERIAL AND WORKMANSHIP BOND

(\$250,000.00)

Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

Middlesex Paving, LLC

(Name of CONTRACTOR)

10801 Cosmonaut Blvd, Orlando, FL 32824

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 407-206-0077

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

Surety's Telephone Number: (860) 277-0111

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of \$250,000.00 as adjusted under the Contract Documents in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

The conditions of this obligation are such that if Principal shall promptly and faithfully protect the COUNTY against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

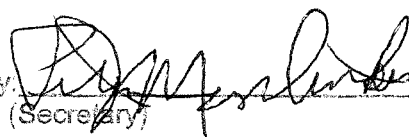
(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this 26 day of December, 2019.

ATTEST:

PRINCIPAL/CONTRACTOR

Middlesex Paving, LLC.

By: 
(Secretary)

By: 
(Officer)

Name: Peter J. Martinkus
(Typed or Printed)

Name: David Socci
(Typed or Printed)

Title: Sr. V.P. Preconstruction & Manager

Address: One Spectacle Pond Road

City, ST ZIP: Littleton, MA 01460


Witness

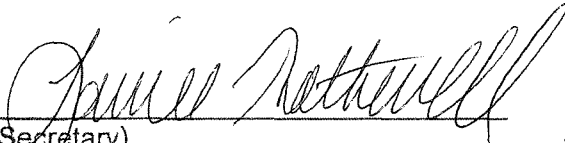
Evelyn Sergeant
Print Name


Witness

Alexandra Sanabria
Print Name

(Surety Signature Page Follows)

ATTEST:

By: 
(Secretary)

Name: Laurie Rothwell
(Typed or Printed)

SURETY

Travelers Casualty and Surety Company of America

By: 
(Officer)

Name: Sandra C. Lopes, FL Non-Resident License No. W051270
(Typed or Printed)

Title: Attorney-in-Fact
c/o Alliant Insurance Services, Inc.

Address: 131 Oliver Street, 4th Floor

City, ST ZIP: Boston, MA 02110



Witness
Nicholas Labbe
Print Name)

Witness
Gabriela Camacho
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

Printable Local Surety Circular and Affidavit and Workmanship Circular for Jan2005.doc



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra C. Lopes**, of **Boston, Massachusetts**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of December, 2019



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



At a meeting of the Board of Directors of MIDDLESEX PAVING, LLC held on May 16, 2019, at which all the Directors were present or waived notice, it was VOTED, that Robert W. Pereira, Chief Executive Officer & Managing Member; Robert W. Pereira II, President and Chief Operating Officer & Managing Member; Alfred S. Aponas, President Southeast Region & Manager; David P. Socci, Senior Vice President Preconstruction, Assistant Secretary & Manager; Peter J. Martinkus, Senior Vice President Finance, CFO, Secretary & Manager; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

A true copy

ATTEST:

A handwritten signature in black ink, appearing to read "Peter J. Martinkus", written over a horizontal line.

Peter J. Martinkus

Secretary

Place of Business: 10801 Cosmonaut Blvd
Orlando, Florida 32824

Date: 12-18-19

I hereby certify that I am the Secretary of MIDDLESEX PAVING, LLC, that Robert W. Pereira is the duly elected Chief Executive Officer & Managing Member, Robert W. Pereira II is the duly elected President, Chief Operating Officer & Managing Member, Alfred S. Aponas is the duly elected President Southeast Region & Manager, and David P. Socci is the duly elected Senior Vice President Preconstruction & Assistant Secretary & Manager, Peter J. Martinkus is the duly elected Senior Vice President Finance, CFO, Secretary & Manager of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

A handwritten signature in black ink, appearing to read "Peter J. Martinkus", written over a horizontal line.

Peter J. Martinkus

Secretary

EXHIBIT "B"

Unit Price Schedule

**CITY OF WINTER SPRINGS - ASPHALT RESURFACING OF VARIOUS CITY STREETS
FY 19-20 PRICING FORM**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION & EROSION PROTECTION	LS	1	\$25,000.00	\$25,000.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$33,000.00	\$33,000.00
3	MILLING OF EXISTING ASPHALT (1.75" AVG DEPTH)	SY	108,054	\$2.89	\$312,276.06
4	SUPERPAVE ASPHALTIC CONCRETE SP-12.5 (TRAFFIC C)	TN	8,914	\$93.00	\$829,002.00
TOTAL PRICE (SUM OF ITEMS #1 THROUGH #4):					\$1,199,278.06
PAY ITEM NOTES:					
2	Includes the cost of all items needed for traffic control (barricades, flagmen, temporary variable message signs, etc.) in accordance with FDOT standards				
3	The milling depth is an average of 1.75". Some streets will require a milling depth greater than 1.75" in order to maintain a finished asphalt edge from 0" to a maximum of 1/4" above gutters and driveways. The thickness of new asphalt is 1.5" unless noted otherwise.				
4	Quantity based on 110 lbs per square yard per 1-inch lift				
4	Unit price includes all equipment, labor, and materials including bituminous material (plant mixes, prime coats, and tack coats) and all other incidental costs to complete the work.				



CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | MAY 11, 2020
REGULAR MEETING

TITLE

Emergency Mobile Generator

SUMMARY

There is a current need for an Emergency Mobile Generator. There are two specific reasons for this Generator. One is to be on standby during Hurricane Season to provide power to the Senior Center. The Senior Center is used to house Police during this time. All necessary facilities are located there to meet their needs, including a full kitchen, A/C and sleeping facilities. The second purpose is for it to be available outside of Hurricane Season for use on City Lift stations that may go down during electrical outages. This increases the City's ability to respond during emergency failures.

RECOMMENDATION

Staff recommends the City Commission approve the purchase of a Mobile Emergency Generator From RingPower, Inc. utilizing the Florida Sheriff's Association Contract BID #: FSA19-VEH17.0 in the amount of \$115,789.29, and authorize the City Manager and City Attorney to prepare and execute any and all applicable documents. Funding to come from the General Fund via positive expenditure variances (inter-departmental budget transfer).



Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-737-7730	Lake City 386-755-3997
Mulberry 863-425-4951	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	Tallahassee 850-562-2121	Tampa 813-671-3700	Tarpon Springs 727-938-1515

Quote #: RB20-218 Date 05.04.20

Quote Per Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chiefs' Association

Quote Prepared for:

City of Winter Springs. Reference 2020 Mobile Unit Purchase
Attn: Len Hartman. Lhartman@winterspringsfl.org

Lead Time: **Existing Caterpillar Inventory available. Subject to Prior Sale.**
Factory Units: 23-25 Weeks Upon Receipt of Firm Purchase Order. Ring Power Shall Utilize Existing Or Upcoming Caterpillar Inventory Builds If Possible to Reduce Lead Time

(1) NEW CATERPILLAR C7.1 DIESEL GENERATOR

CONTRACT DETAILS

FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION
BID #: FSA19-VEH17.0 Heavy Trucks & Equipment
SPECIFICATION #: SPECIFICATION #79 500 KW Mobile Generator Package
EFFECTIVE: OCTOBER 1, 2019 THROUGH SEPTEMBER 03,2020

BASE GENERATOR CONTRACT PRICING (SPEC #76)

<u>Description</u>	<u>Contract Order Number</u>	<u>Price</u>
Item 126-Caterpillar, XQ 570, 500 KW Mobile Generator Package with Options	BASE BID	\$303,381.00
DNOWGRADE TO XQ230 BM: 200 Caterpillar Diesel Generator with Trailer & Steel Sound Attenuated Enclosure, & Electric Brakes. Start Up Commissioning Included In Base Contract.	XQ230BM	-\$184,886.00
BASE CONTRACT		\$ 118,495.00
PRICING		

CONTRACT OPTIONS (SPEC #79)

<u>Description</u>	<u>Order Number</u>	<u>List Price</u>
No Caterpillar Factory Non Specified Options Provided.		
NON SPECIFIED OPTIONS SUB TOTAL		\$0.00
LESS SHERIFF'S 10% CONTRACT DISCOUNT		
NON-SPECIFIED CONTRACT OPTIONS, SALES PRICE		\$ 0.00

Accessories Or Supporting Services Specify Cost Plus 15% Reference FSA Contract Specification #76

<u>Description</u>	<u>Order Number</u>	<u>Price</u>
Ring Power to Provide all Time & Material Required to Configure Voltage Selector System to Supply Customer Required Voltage (240V Delta High Leg, & 480V 3PH) Includes All Necessary Updates to Wiring & Sensing Controls	\$2,000 + 15%	\$2,352.94
ACCESSORIES SALES PRICE		\$2,352.94

TOTAL SALES PRICE PER CONTRACT	\$120,847.94
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ONE TIME RING POWER PREFERRED GOVERNMENTAL PARTNER ADDITIONAL DISCOUNT	-\$5,058.65
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TOTAL INVOICING AMOUNT PER UNIT	\$115,789.29
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TOTAL INVOICING AMOUNT QUANTITY ONE (1) UNIT	\$115,789.29
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F.O.B./TERMS Delivered to customer site, net due 30 days, Standard new machine warranty applies. Connection Cables Provided By Others.

SEE PG 3 FOR NOTES



Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-737-7730	Lake City 386-755-3997
Mulberry 863-425-4951	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	Tallahassee 850-562-2121	Tampa 813-671-3700	Tarpon Springs 727-938-1515

PLEASE REVIEW NOTES CAREFULLY:

1. Ring Power is Quoting To Intent Of Customer Request. No Specification or Engineered Plans Provided Or Reviewed.
2. The Above Price Includes Start-Up, Testing, And Customer Training (During Normal Business Hours, Monday-Friday, 8 Am - 4pm).
3. Approved Submittals Are Required Prior To The Ordering Of Equipment Unless Written Approval of Order Without Submittals Is Received From the Customer
4. Ring Power Will Be Supplying Equipment As Described In The Attached Documentation.
5. Coordination Studies Are Not Included In This Proposal Unless It Appears As A Line Item In The Body Of The Quotation And Should Be Not Assumed As Provided.

Thank You For Considering Ring Power Systems For Your Generator Needs

X Rainer Berry

Rainer Berry
 Ring Power Corporation
 Electric Power Generation Sales
 (904) 679-9706 Cell

Ring Power appreciates the opportunity to assist with the above quote per the Florida Sheriff’s Association, Florida Association of Counties and the Florida Fire Chiefs’ Association Contract. We look forward to serving your equipment needs throughout the future.



CITY COMMISSION

REGULAR MEETING MINUTES

MONDAY, APRIL 27, 2020 AT 6:30 PM

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

CALL TO ORDER

Mayor Charles Lacey called the Regular Meeting of Monday, April 27, 2020 of the City Commission to order at 6:30 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:

Mayor Charles Lacey, present
Deputy Mayor Ted Johnson, present
Commissioner Jean Hovey, present
Commissioner Kevin Cannon, present
Commissioner TiAnna Hale, present
Commissioner Geoff Kendrick, present
City Manager Shawn Boyle, present
City Attorney Anthony A. Garganese, present
Interim City Clerk Christian Gowan, present

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

The agenda was adopted without changes.

AWARDS AND PRESENTATIONS

100. Major Project Schedule Update

City Manager Shawn Boyle introduced the item and stated he believed all projects could fit in to the current meeting calendar.

First, Mr. Rob Nicholas, Vice President, Veolia North America - South, 5071 Endview Pass, Brooksville, Florida and Ms. Lena Rivera, Director, Public works and Utilities Department presented water and wastewater improvement schedules.

Next, Ms. Rivera presented on proposed traffic safety study projects for State Road 434 East and West.

Finally, Mr. Christopher Schmidt, Director, Community Development Department presented on the timeline to address a proposed Arbor Ordinance, Mobile Food Ordinance, and Comprehensive Plan Amendments.

Manager Boyle then provided a brief update on expected budgetary impacts from COVID-19 and impacts to the pension.

INFORMATIONAL AGENDA

200. Not Used

PUBLIC INPUT

Mayor Lacey opened "Public Input."

Ms. Amanda Williams, Winter Springs, Florida submitted an email comment asking that parks be reopened

Ms. Donna Erickson, 1198 Trotwood Boulevard, Winter Springs introduced the Winter Springs Mask Makers Group and highlighted efforts to assist essential workers.

Mayor Lacey closed "Public Input."

CONSENT AGENDA

300. Winter Springs Youth Council Application

No discussion.

301. Advisory Selection Committee Recommendation for RFP #01-20 LR "Portable Belt Press"

No discussion.

302. Approval of Minutes from the Monday, April 13, 2020 City Commission Regular Meeting

No discussion

"MOTION TO APPROVE CONSENT AGENDA." MOTION BY COMMISSIONER HOVEY. SECONDED BY COMMISSIONER CANNON. DISCUSSION.

VOTE:

COMMISSIONER HOVEY: AYE

COMMISSIONER HALE: AYE

COMMISSIONER CANNON: AYE

DEPUTY MAYOR JOHNSON: AYE

COMMISSIONER KENDRICK: AYE

MOTION CARRIED.

PUBLIC HEARINGS AGENDA

400. Second Reading of Ordinance 2020-02 Amending Chapter 20 Zoning Related Town Center District Code along with State Road 434 and Tuskawilla Road Corridors.

MAYOR LACEY ASKED THAT THE ORDINANCE BE READ BY TITLE ONLY. THERE WAS NO OBJECTION.

City Attorney Anthony A. Garganese read Ordinance 2020-02 by title only.

Mayor Lacey opened the Public Hearing for Item 400

Mr. Paul Partyka, 404 Park Lake Drive, Winter Springs, Florida urged the use of live streaming and then noted that he didn't want the Commission to act as architects. Continuing, he asked how current structures would comply with the new streetscaping requirements.

Mayor Lacey closed the Public Hearing for Item 400

"MOTION TO APPROVE ORDINANCE 2020-02." MOTION BY DEPUTY MAYOR JOHNSON. SECONDED BY COMMISSIONER CANNON. DISCUSSION.

VOTE:

COMMISSIONER KENDRICK: AYE

COMMISSIONER HOVEY: AYE

COMMISSIONER CANNON: AYE

COMMISSIONER HALE: AYE

DEPUTY MAYOR JOHNSON: AYE

MOTION CARRIED.

REGULAR AGENDA

REPORTS

600. City Attorney Anthony A. Garganese, Esquire

- No report

601. City Manager Shawn Boyle

- Gave the Commission a draft of the proposed Arbor Ordinance for review.
 - Commission agreed that it could be placed on the May 11, 2020 agenda for first reading.
- Introduced Ms. Casey Howard, Director, IT & Administrative Services Department, to discuss the City's plan to cancel Camp Sunshine Summer Camp for this year.

602. Interim City Clerk Christian Gowan

- No report

603. Seat Four Commissioner TiAnna Hale

- Noted in response to hearing concerns about the City holding meetings she reached out to Department of Health who was very complimentary of the measures the City was taking.

604. Seat Five Commissioner Geoff Kendrick

- Expressed gratitude to all teachers for their hard work.
- Thanked Ms. Erickson and the Winter Springs Mask Makers group and encouraged people to get involved to help this effort.
- Encouraged support of local restaurants.

“MOTION TO EXTEND THROUGH SECOND PUBLIC INPUT.” MOTION BY COMMISSIONER KENDRICK. SECONDED BY COMMISSIONER CANNON.

MOTION PASSED WITH UNANIMOUS CONSENT.

605. Mayor Charles Lacey

- No report

606. Commissioner Jean Hovey

- Noted that Winter Springs is at 65.8% completion of the Census currently and encouraged those who have not yet completed the Census to do so.
- Proposed Dominick's Restaurant be the first recipient of the City's "Making a Difference" Award. The Commission agreed.

607. Seat Two Commissioner Kevin Cannon

- Expressed gratitude for the community stepping up and donating food and assistance.
- Proposed a Proclamation in honor of teachers. The Commission agreed.

608. Seat Three Commissioner/Deputy Mayor Ted Johnson

- Commended Staff on the work in the Commission Chambers to ensure cleanliness and safety, noting they were spotless.
- Thanked Ms. Rivera for the quick handling of a neighborhood issue.
- Noted that at Dominick’s an average of 700 meals are being distributed daily.

PUBLIC INPUT

Mayor Lacey opened “Public Input”.

No one spoke.

Mayor Lacey closed “Public Input”.

ADJOURNMENT

Mayor Lacey adjourned the Regular Meeting at 8:34 p.m.

RESPECTFULLY SUBMITTED:

CHRISTIAN GOWAN
INTERIM CITY CLERK

APPROVED:

MAYOR CHARLES LACEY

NOTE: These Minutes were approved at the _____, 2020 City Commission Regular Meeting.



PUBLIC HEARING AGENDA ITEM 400

CITY COMMISSION AGENDA | MAY 11, 2020
REGULAR MEETING

TITLE

First Reading Of Ordinance 2020-03 Amending Chapter 5 of the City Code regarding tree protection and preservation; providing conforming amendments to other provisions of the City Code consistent with Chapter 5; providing for the repeal of prior inconsistent ordinances and resolutions; incorporation into the code; severability and an effective date.

SUMMARY

During the City Commission workshop process, the City Commission directed the City Attorney and staff to prepare an Ordinance to update Chapter 20 with regards to the Town Center Zoning District and the SR434 and Tuskawilla Road corridors. That Ordinance was approved on April 27th, 2020. The changes from that Ordinance and with recent State Statutes, required Chapter 5, Tree and Preservation, updating to be consistent with the Chapter 20 updates and the State Statute. These changes also included reviewing and updating the tree species tables and general protection standards.

The proposed Ordinance was prepared at the City Commission's direction.

The proposed Ordinance will require several publicly noticed and advertised public hearings including one hearing before the City's Land Planning Agency and two hearings before the City Commission.

The details of the changes are set forth in the attached Ordinance and will be discussed in more detail at the City Commission meeting. The City Attorney and City Manager are requesting that the City Commission consider passing the Ordinance on First Reading and referring the Ordinance to the City's Land Planning Agency / Planning & Zoning Board for their review and recommendation pursuant to the Community Planning Act.

RECOMMENDATION

Staff recommends the City Commission conduct a Public Hearing for consideration of passing Ordinance 2020-03 on First Reading and referring the Ordinance to the City's Land Planning Agency / Planning & Zoning Board for their review and recommendation.

ORDINANCE NO. 2020-03

DRAFT: 5/6/20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING CHAPTER 5 OF THE CITY CODE REGARDING TREE PROTECTION AND PRESERVATION; PROVIDING CONFORMING AMENDMENTS TO OTHER PROVISIONS OF THE CITY CODE CONSISTENT WITH CHAPTER 5; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the City Commission finds that trees benefit the City by decreasing urban noise and air pollution, conserving energy, minimizing flooding, providing food and cover for beneficial urban wildlife and providing value and stability to business and residential neighborhoods; and

WHEREAS, the establishment of policies, regulations and standards are necessary to ensure that the City continues to realize the benefits provided by its urban forest as recognized as "Tree City USA" by the Florida Department of Urban Forestry; and

WHEREAS, the City's Land Planning Agency considered and approved amendments to the Tree Protection and Preservation Ordinance which will update and improve said Ordinance; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Winter Springs.

Section 2. **Code Amendment.** Chapter 5, Tree Protection and Preservation, of the City Code is hereby amended to read as follows: (underlined type indicates additions to the City Code and strikeout type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Chapter 5. It is intended that the text in Chapter 5 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

CHAPTER 5 – TREE PROTECTION AND PRESERVATION

Sec. 5-1. - Applicability.

This chapter shall be applicable to all land lying in the incorporated area of the City of Winter Springs, Florida and within all zoning districts. To the extent that any provision of this chapter conflicts with any other provision of the city code related expressly to the protection and management of trees, the conflicting provisions of this chapter shall prevail and be given effect over the other conflicting provision.

Sec. 5-2. - Intent and purpose.

- (a) Intent and Purpose. The intent and purpose of this chapter is to establish uniform protective and management regulations for trees and land clearing within the city in order to maintain and protect the environment including the city forest.; Trees are a valuable community resource that serve to better control problems of flooding, promote soil conservation, improve air and water quality, pollution and reduce noise and glare, provide habitat for wildlife, moderate the climate, and to make the city a healthier, more attractive and safer place in which to live. Additionally,
- ~~(b) Intent. The intent of this chapter is intended to encourage the protection of the maximum number of trees within the primary tree protection zone and of large specimen trees within the secondary tree protection zone. It is further the intent of this chapter to encourage the protection of desirable trees native to Central Florida and to encourage proper removal of exotic, pest trees.~~

To this end, it shall be unlawful to cut down, damage, poison, or in any other manner destroy or cause to be destroyed any tree or other vegetation or engage in unpermitted land clearing as covered by the provisions of this chapter except in accordance with the provisions set forth herein. Notwithstanding, in case of emergencies involving natural disaster such as, but not limited to, flood, freeze or other natural disasters, the requirements of this chapter may be temporarily waived by the city commission by resolution.

Sec. 5-3. - Definitions.

As used in this chapter, the following terms shall have the meanings indicated unless the context clearly indicates otherwise:

- ~~(a)~~ *Caliper.* Measurement of tree twelve (12) inches from soil level.

City Manager. The city manager or designee.

Canopy Tree. A species of tree that naturally develops with an elevated shade crown and which normally grows to a mature height of approximately forty (40) feet or more and/or a shade crown of approximately 30 feet in diameter or more. Such species shall be listed on the Desirable Species list in Appendix B or Appendix C for Approved Streetscape Canopy Tree Types for

streetscape trees along S.R. 434 and Tuskawilla Road, and include, but are not limited to, bald cypress, Chinese elm, Florida elm, live oak, pignut hickory, red maple, sand live oak, southern magnolia, sweetbay, sweetgum, sycamore, water oak and winged elm.

(b) *City.* The City of Winter Springs, Florida.

City trees shall mean all street trees located along a public right-of-way; streetscape trees under chapter 20, article VII of the city code; park and Cross Seminole Trail trees; and trees required to be preserved for the public benefit by development agreement, conservation easement or landscape easement in favor of the city and approved by the city commission.

(c) *City forest.* The aggregate of all city trees which are planted in public places authorized and required to be managed by the City street trees and all park trees.

(d) *Crown.* The mass of branches, twigs and leaves at the top of a tree, with particular reference to its shape.

Destroy or Destroyed. To cause, suffer, allow or permit any act that will effectively cause a tree to die or go into a period of unnatural decline within one year from the date of the act. Acts that may effectively destroy a tree include, but are not limited to, excessive pruning, changing the natural grade above the root system or around the trunk, damage inflicted on the tree permitting infection or pest infestation, application of herbicides or other chemical agents, intentional fire damage to the tree permitting infection or pest infestation, the infliction of a trunk wound or wounds that cumulatively are 20 percent or greater of the circumference of the trunk, or the removal of sufficient canopy to cause the unnatural decline of the tree.

(e) *DBH.* Diameter at breast height measured four and one-half (4½) feet from ground level at the base of tree. If a tree has co-dominant stems at or below four and one-half (4½) feet from ground level, it shall be measured as two (2) separate trees.

(f) *Desirable trees.* Trees that are preferred by the city and particularly adaptive to Central Florida identified as "desirable trees" in Appendix B of this chapter, as may be amended by the city manager or city commission.

(g) *Dripline.* The vertical line running through the outermost portion of the tree crown extending to the ground.

(h) *Encroachment.* The protrusion into a vehicular ~~accessway~~ access way, pedestrian-way, or required landscape area.

(i) *Heavy machinery.* Mechanical land clearing, earth-moving, or earth-working equipment with a gross weight in excess of five thousand (5,000) pounds. For purposes of this chapter, all machinery which utilizes steel tracks for traction shall be considered to be heavy machinery, regardless of weight.

(j) *Historic tree.* A specimen tree which has been found by the city commission to be of notable historic interest to the city based on its age, species, size, historic association, ecological value (such as a tree regularly and historically used as an eagles nest) or unique characteristics. A historic tree may also be known as an heirloom tree or heritage tree.

- (k) ~~Land clearing (grubbing). The disturbance or removal of vegetation using backhoes, bulldozers, root rakes, or similar mechanical means which may kill trees or damage their roots, branches, or trunks. The act of removing or destroying trees, ground cover, and other vegetation by manual, mechanical, or chemical means. Routine lawn mowing, sod replacement, planting of landscape material, shrub pruning, and shrub removal shall not be considered land clearing and grubbing provided no grade change occurs. Removal of understory by bush hog, forestry mulcher, or other means shall not be considered routine mowing when preparing a property for construction or results in trees being removed, destroyed or severely damaged.~~
- (l) *Person*. Any individual, firm, corporation, partnership, joint venture association, principal, trustee, municipal corporation, political subdivision, or special district, or any agent or representative thereof.
- (m) ~~*Preferred Plant/Tree*. Preferred plants shall mean the plant materials listed in Appendix B: Desirable Trees and shall be of the size specified in the column labeled "Preferred Plant Size/Minimum Height," which may be amended from time to time by the city manager in writing.~~
- (n) *Primary tree protection zone*. This shall mean the front, side and rear yard areas as established and required by the Land Development Code of the city as the same may, from time to time, be amended.
- (o) *Protected area*. An area surrounding a protected, historic, or specimen tree within which physical intrusion is prohibited in order to prevent damage to the tree, roots and soil around the tree base, the dimensions of which shall be established by the city and set forth in the tree removal permit, in accordance with section 5-14.
- (p) *Protective barrier*. Shall be a polygon of 2" × 4" wide stakes spaced a maximum of eight (8) feet from each other at the perimeter of the tree protection zone and which extend out of the ground at least thirty-six (36) inches, with the top four (4) inches marked by ~~fluorescent~~ fluorescent orange paint or tape or such other appropriate barrier to protect protected trees and landscape areas on a site specific basis which is authorized by development permit.
- (q) *Replacement trees*. Replacement trees shall at a minimum comply with the provisions of subsection 5-9.
- (r) *Secondary tree protection zone*. This shall mean all areas not included in the primary tree protection zone. Subdivision street rights-of-way and easements are also defined as being within the secondary tree protection zone.
- (s) *Silviculture*. A process, following acceptable forest management principles, whereby the crops constituting forests are tended, harvested and reproduced.
- (t) *Specimen tree*. A canopy tree, other than an undesirable tree, a structurally unsound tree that cannot be recovered by pruning, dead tree, or diseased tree, that has a DBH of twenty-four (24) inches or more. Specimen trees shall not include laurel oak (Quercus laurifolia), sand pine (Pinus clausa), cherry laurel (Prunus caroliniana) or any tree found on the Florida Exotic Pest Plant Council's Invasive Plant Species List.

- (u) *Stem*. The main trunk of a plant; its primary axis that develops buds and shoots instead of roots.
- (v) *Structure*. Anything constructed, erected or placed, the use of which requires more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground. This definition shall not include sidewalks, walkways, driveways or similar type improvements.
- (w) *Transplant*. The act of relocating an existing tree upon the same lot or such other appropriate location approved by the city.
- (x) *Tree*. Self-supporting woody, perennial plants which has or can have a trunk with a mature DBH of at least four (4) inches and normally grow to an overall crown height of a minimum of fifteen (15) feet. Cabbage palm greater than fifteen (15) feet tall.
- (y) *Tree protection zone*. Shall mean that area located around the perimeter of the tree in which no activity such as clearing, filling, excavating, storage of materials, parking of vehicles, or any other activity that in the opinion of the city arborist may damage the tree may occur. The tree protection zone shall extend from the trunk of the tree to the dripline. This zone is calculated according to Appendix C to this chapter.
- (z) *Tree removal*. Shall mean any act which will cause a tree situated on real property to die within a period of two (2) years from the time of the act including, but not limited to, by cutting, girdling, relocating, interfering with the water supply, applying chemicals, regrading around the base of the tree trunk.
- (aa) *Tree replacement assessment*. Tree replacement assessment shall mean the total amount of monetary compensation owed to the City of Winter Springs may be required by this chapter for the replacement of trees cut, destroyed, or removed as a result of development or redevelopment.
- (bb) *Tree replacement credit*. The tree replacement credit shall be established by the city commission and set forth in Appendix B: Desirable Trees.
- (cc) *Tree trunk*. The main stem of a tree apart from limbs and roots.
- (dd) *Undesirable trees*. All types of trees identified as "undesirable trees" in Appendix A of this chapter as amended from time to time by the city manager in writing.

Windowing. Removing several branches symmetrically within the area of the tree to provide a fully framed view of the scenery that lies beyond the tree.

Sec. 5-4. - Permit required for tree removal and land clearing; separate violations; criteria; contractor permit required.

- (a) *Permit required*. Except as provided in Section 5-4.5 herein, No no person shall engage in tree removal or engage in land clearing located within the city, without first obtaining a permit as provided in this chapter. If a property owner has retained a contractor to perform the land clearing or tree removal, the contractor must have a valid City issued arbor license required by section 5-4(e) and shall be responsible for obtaining the permit required by this

chapter prior to the land clearing or tree removal. It shall be a separate violation of this chapter for each tree removed and each day a person is engaged in land clearing without a permit.

- (b) Trees that can be removed by permit. Criteria. Upon receipt of a completed application and verification on-site by the city arborist, a permit may be issued for tree removal if it is first determined by the city arborist that under any one of the following limited conditions exists to lawfully justify the tree removal:
- (1) Trees located on building and construction sites or projects as shown on city approved plans, provided said trees are replaced elsewhere on the property in accordance with section 5-9 of this chapter, except that city trees as defined in section 5-3 and historic and specimen trees under section 5-8 shall be preserved to the extent required by this chapter.
 - (2) Trees with a trunk(s) located within ten (10) feet of a structure and that pose a clear hazard or that have caused significant damage to said structure as determined by the city arborist.
 - (3) Trees severely diseased, severely injured or dead.
 - (4) Trees that interfere with the construction or repair of public infrastructure and facilities including utilities.
 - (5) Undesirable trees, per Appendix A.
 - (6) Trees required to be removed by the city or other governmental agency to facilitate necessary public utilities and infrastructure or remove visibility obstructions to vehicle drivers within a intersection visibility triangle and which are located within a public road, drainage rights-of-way, or permanent utilities and drainage easements.
 - (7) Trees that pose a serious threat to persons or property ~~have been approved by the city arborist and which shall be replaced elsewhere on the property.~~
 - (8) Trees that prohibit or have the effect of prohibiting the installation or operation of a solar collector, clothesline, or other energy device based on a renewable resource.
 - (9) All trees and plants, within a licensed tree nursery, planted for harvest shall be exempt from the terms and provisions of this chapter only if trees are planted and growing on the premises of the licensee and are for sale or intended for sale in its ordinary course of business.
 - (10) One tree located on an existing single-family home lot within a 10-year period pursuant to section 5-9(e).
 - (11) Trees that unreasonably interfere with a property owner's established riparian or littoral rights or substantially interfere with and obstruct a substantial portion of a property owner's visibility to a natural water body such as a lake, but only to the extent such right or visibility cannot be secured by tree trimming, pruning or windowing.
- (c) Review guidance standards. To help guide the city in making decisions under this chapter, including identifying which trees listed under section 5-4(b) may be removed, the city shall consider that the spirit and intent of this chapter is to mitigate against the removal of trees

and weigh the following nonexclusive list of factors to the extent relevant and necessary:
~~When making a determination on whether a tree meets one of the conditions set forth in section 5-4(b) and therefore, whether to approve or deny an application under this chapter, the city shall apply one (1) or more of the following standards of review deemed relevant:~~

- (1) Necessity to remove trees which pose a clear and obvious safety hazard to pedestrian or vehicular traffic or threaten to cause disruption to public services or a significant obstacle to accessing and utilizing public easements and rights-of-way.
- (2) Necessity to remove trees which pose a clear and obvious safety hazard to buildings and other improvements on a lot or parcel of land. Ordinary small cracks or uplifts in pavement, sidewalks, and non-occupied structures that are typically caused by settling and small roots shall not be considered a safety hazard.
- (3) Necessity to remove diseased trees or trees weakened by age, storm, fire or other injury or trees with severe structural defects that pose a clear and obvious safety hazard to people, buildings or other improvements on lot or parcel of land.
- (4) Necessity to remove trees which prohibit or have the effect of prohibiting the installation or operation of a solar collector, clothesline, or other energy device based on a renewable resource. The applicant shall submit operating instructions or other manufacturer guidance setting forth the amount of sunlight exposure required for proper operation of the energy device or other such evidence of the necessity to remove trees.
- (5) The extent to which tree removal is likely to result in damage to the property of other owners, public or private, including damage to lakes, ponds, streams, or rivers through runoff or erosion.
- (6) Any proposed landscaping including plans whereby the applicant has planted or will plant trees to replace those that are proposed to be cleared.
- (7) Topography of the land and the effect of tree removal on erosion, soil retention and the diversion or increased flow of surface water.
- (8) Good forestry practices, such as the number of healthy trees that a given parcel of land will reasonably support and the proven techniques that sustain healthy trees.
- (9) After first exploring whether reasonable alternative design plans are feasible, N
necessity to remove trees in order to construct, approved and permitted improvements to allow economic enjoyment of the property, including:
 - a. Need for access circulation around the proposed structure which are necessary to allow workers to safely utilize for construction equipment (maximum of ten (10) feet).
 - b. Need for providing ingress and egress access to the construction site for use by construction equipment and short term storage of construction equipment and supplies. This ingress and egress should coincide with the ingress and egress approved by the final development permit. ~~access to the building site for construction equipment.~~

- c. Essential grade changes that otherwise cannot be designed around to avoid tree removal.
 - d. Need for locating street or road rights-of-way, utilities, drainage ways, as well as the need to provide reasonable use and property access.
 - e. Need to gain reasonable vehicle or utility access when no other reasonable alternative exists.
- (10) The extent of any damage or demonstrated hardship which would result to the applicant from a denial of the requested permit.
- (11) The species and size of the trees proposed for removal.
- (12) The following factors shall also be considered:
- a. Trees forming the current canopy.
 - b. Preservation of the next generation of trees.
- (13) Necessity to protect active nests of migratory birds, bird species listed as species of special concern, rare, threatened, or endangered by the Florida Fish and Wildlife Commission, or which a known breeding area for a colony of birds.
- (14) Whenever necessity is a relevant factor in support of removing a tree, the following factors shall also be considered:
- a. The number of trees being preserved on the subject property.
 - b. The extent that the proposed removal causes the least amount of damage to existing trees.
 - c. The extent that the proposed removal results in the maximum amount of mitigation or replacement trees for each tree removed.
- (15) This chapter shall be interpreted so as not to cause a taking or an inordinate burden on a landowner in accordance with law.

The factors listed in this subsection (c) are for guidance purposes only, and do not constitute an independent basis for the granting of a tree removal or land clearing permit.

- (d) *Silviculture exemption.* All trees planted specifically for silvicultural purposes shall be exempt from the provisions of this chapter provided the property owner can provide documentation to the city evidencing that:
- (1) The property is registered as a silvicultural site with the division of forestry; and
 - (2) Trees of typical harvestable size and type exist on the property which are capable of being harvested for income and that the property owner has, or intends to, generate income from the harvested trees.
- (e) *Contractor City issued license required; contractor obtaining permits.* Any person or entity engaged in the business of tree removal or pruning shall be licensed by the city on an annual basis. Licenses may be obtained from the city by completing an application prepared by the city and paying the required license fee. The license application shall contain at a minimum the name, address, and telephone number of the contractor and a copy of the

contractor's local business tax receipt, state license if required and proof of liability and workers' compensation insurance. As a condition of obtaining a license under this subsection, any previously unpaid penalties imposed by the City under section 5-18 shall be paid in full. It shall be unlawful for any person or entity to engage in the business of tree removal or pruning within the City of Winter Springs without a license required under this subsection. It shall also be unlawful for any such person or entity to fail to obtain a permit on behalf of a property owner pursuant to section 5-4(a) of this chapter.

Sec. 5-4.5 – Exemption for tree removal activities authorized and preempted by state or federal law.

Land clearing and tree removal activities authorized and preempted by state or federal law shall be exempt from Section 5-4, Permit Required. Land clearing and tree removal activities authorized and preempted by state or federal law include, but are not limited to:

(a) removal of trees on residential property which pose danger to persons or property in accordance with Section 163.045, Florida Statutes, for which no replacement trees will be required. Property owners removing trees pursuant to Section 163.045, Florida Statutes, shall obtain documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect prior to removal of the tree, which demonstrates that the tree is a danger to persons or property and which conforms to industry standards applicable to certified arborists and licensed landscaped architects. For purposes of this section, “residential property” shall be defined as property with a fully constructed single-family home or duplex used for residential purposes, except as provided in this section. The term “residential property” for purposes of this subsection does not include multi-family property; common areas owned by a homeowners or condominium association; vacant land zoned or designated residential or mixed use (e.g., mixed use, town center, and GID) on the City’s official zoning map or future land use map; public rights-of-way; or land subject to particular landscaping, tree planting or preservation requirements pursuant to an executed development agreement, landscape easement granted to the City, or conservation easement.

(b) a right and responsibility granted to an electric utility to clear vegetation away from power lines in order to ensure the safe transmission of electricity to customers, as provided by Florida Statutes and Electric Tariff Rules including the preemption under Section 163.3209, Florida Statutes.

Sec. 5-5. - City arbor division.

(a) *Establishment of office.* There is hereby created within the department of community development, the arbor division. The community development director shall head this office and the city manager shall appoint one (1) or more employees of the department to act in the capacity of arborist for the city.

- (b) *Scope of authority.* The city arborist shall be charged with the responsibility and authority to review and oversee all activities within the city limits which involve tree removal, land clearing, or danger to and by any tree. Notwithstanding, the city arborist shall have absolutely no authority to vary any plans, permits, or agreements approved by the city commission.
- (c) *Responsibilities.* The role of the city arborist shall include, but not necessarily be limited to:
- (1) Receiving and processing applications for tree removal, land clearing and other permits under this chapter.
 - (2) Inspection of all property subject to an application.
 - (3) Confirming all information provided by the applicant is correct and accurate.
 - (4) To approve or deny all permit applications required by this chapter unless otherwise expressly stated under this chapter.
 - (5) To issue cease and desist work orders upon persons in violations of this chapter for a maximum of two working days. Upon review of the violation by the city manager, the city manager may extend the cease and desist work order until the violation is brought into compliance and all resulting fines incurred as a result of the violation have been paid. The city manager's decision may be appealed to the city commission pursuant to section 5-16(b) of this chapter.
 - (6) To bring violators of this chapter before the code enforcement board or special magistrate.
 - (7) To issue code enforcement citations for any violation of this chapter.
 - (8) To augment the city's forest by the planting or approval of planting of additional trees on public property.
 - (9) To keep a permanent record of all historic or specimen trees designated by the city commission.
 - (10) To educate the public regarding this chapter and the importance of maintaining a city forest.
 - (11) Provide professional guidance to the city manager regarding the maintenance of city trees under section 5-11, and ~~To~~ handle other related job duties assigned by the city manager.
 - (12) To serve as a member of the staff development review committee.
 - (13) To educate city personnel responsible for tree removal, planting, pruning and landscape maintenance.
 - (14) To assist in implementing, and issue permits in furtherance of, any development agreement, plan, or permit approved by the city commission relating to landscaping and trees.

- (15) To provide professional guidance to the city manager and city commission regarding their respective decision making under this chapter including, but not limited to, historic and specimen trees under section 5-8 of this chapter.

Sec. 5-6. - Permit application.

- (a) *Filing application and payment of fees.* An application for tree removal and land clearing shall be filed on official forms provided by the city's arborist. The applicant shall be required to pay a fee as may be established by resolution of the city commission, except that no fee shall be required for the removal of trees that (i) are dead, diseased, or suffer from severe structural defects, (ii) pose a clear and obvious safety hazard to structures and people, (iii) are removed for a public project sponsored and paid for by the city, or (iv) any tree found on the Florida Exotic Pest Plant Council's Invasive Plant Species List. If the applicant is not the property owner, then the applicant shall attach the written permission of the property owner to the application. All completed applications shall be returned to the arborist, along with the following:
- (1) A tree inventory, for the tree(s) to be removed or the portion of the site to be developed, consisting of a scaled drawing of a scale of one (1) inch equals fifty (50) feet or less for undeveloped land or for developed single family residential land, a sketch approximately one (1) inch equals fifty (50) feet or less indicating:
 - a. Property boundaries.
 - b. The location of all individual trees including the tree's common or scientific name, and DBH of trees.
 - c. An indication of all trees proposed for removal.
 - d. Within the primary tree protection zone, a plan shall designate the trees to be retained and those proposed to be removed, relocated or replaced. Those trees proposed for removal, relocation or replacement shall also be identified by common or botanical name.
 - e. Within the secondary tree protection zone, a plan shall designate the trees to be retained, and those proposed to be removed.
 - f. The location of existing and proposed improvements, if any, including proposed additions to existing buildings, existing and proposed buildings, structures, impervious surfaces (e.g. pool decks, drives, parking areas), stormwater retention areas, utilities, and other such improvements.
 - g. A replacement plan indicating the means of compensating for the tree(s) to be removed including the species and size of any replacement tree(s).
 - h. Location of trees preserved for replacement credit.
 - i. If grade changes are proposed on the site, a grading plan drawn to scale shall be provided. In addition, a written statement shall be provided by a landscape architect or other competent professional indicating the probability of whether the grade

change will result in the death of tree(s) intended to be preserved. Said statement shall immediately be brought to the attention of the city arborist at the time the application is filed and prominently attached to the front of the application.

- j. A protection plan describing how preserved tree(s) shall be preserved on the site and adjacent properties during construction, tree removal, and grading. If encroachments into a specimen tree, historic tree, or city tree required to be preserved, a plan, prepared by an ISA certified arborist, must be submitted with the permit application specifying the methods to be utilized to protect and preserve the tree(s). This plan must address protection of the root system, crown, and stems of the trees, a means of supplying water and essential elements to the root system, and the proposed location of the tree protection barriers.
 - k. An aerial photograph showing the boundaries of the subject property and adjacent properties.
 - (2) Valid reasons for the removal of trees.
 - (3) The appropriate permit fees.
 - (4) A copy of any recorded development agreement, conservation easement or city landscape easement recorded against the subject property.
- (b) *Time for application.* Applications for a tree removal or land clearing permit shall be made prior to removal or clearing; except that in the following cases, application shall be filed when indicated:
- (1) All new subdivisions shall be required to submit an application for a tree removal or land clearing permit, at the time of initial submittal of the subdivision plan, to the city so that due consideration may be given to protection of trees during the subdivision design process. Each application for a tree removal permit shall be subject to review under the staff development review committee process.
 - (2) Any commercial, industrial, multi-family, mixed use or other use requiring final engineering and site plan approval under the city land development regulations shall be required to submit an application for a tree removal and land clearing permit at the time of site plan submittal so that due consideration may be given to the protection of trees during the site plan design process. Each application for a tree removal permit shall be subject to review under the staff development review committee process.
 - (3) All new single-family and duplex dwelling units shall be required to submit an application for a tree removal and land clearing permit at the time of application for a building permit; the tree inventory may be shown on the building permit plot plan.
- (c) *Exempting portion of the tree survey.* Upon request, the city arborist may permit an applicant to omit certain portions of the tree inventory required by section 5-6(a)(1) where compliance with the requirements set forth herein would be unnecessarily burdensome and the exempted portions are not needed for the city to evaluate the application such as in applications unrelated to the new development of buildings, structures or infrastructure on

the subject land, limited only to the removal of one or more isolated and specific trees on already developed land and have no impact on protected city trees.

- (d) *Permit fee.* A nonreturnable permit fee to be established by resolution of the city commission shall be paid for purposes of processing the application, enforcing the provisions of this chapter, and inspecting the real property subject to the application.
- (e) *Posting of permit.* The permit must be posted upon the property and visible from the street to be valid.
- (f) *City commission approved plans, permits, and agreements.* All permits issued by the city arborist under this chapter shall be required to be consistent, and not in conflict, with any plans, permits, or development agreements approved by the city commission. All permits or portions thereof issued by the city arborist in conflict with any approval of the city commission shall be deemed null and void and the approval of the city commission shall remain in full force and effect.

Sec. 5-7. - Tree pruning standards.

- (a) *Standards adopted.* Trees intended for shade purposes shall be allowed to reach mature canopy spread and shall be pruned in accordance with the ANSI A 300 Part I Pruning standard and ANSI Z133.1 safety standard. Pruning should be performed with defined pruning objectives and according to a specific pruning plan to accomplish the objective including the minimum and/or maximum branch size to be removed.
- (b) *Unlawful pruning.* The pruning techniques described in section 5-10(i) of this chapter shall be deemed unlawful.

Sec. 5-8. - Specimen or historic trees.

- (a) *Designation.* Certain trees, herein referred to as "specimen" or "historic" trees, are of especially great concern to the public because of ecological value, of indigenous character, size, age or historic association. Determination that a tree is a historic tree shall be made by resolution of the city commission after a recommendation of the city's arborist, and the city arborist shall keep a permanent record of all trees so designated by the city commission. Specimen trees are all canopy trees (other than trees that are structurally defective or unsound that cannot be recovered by pruning, "~~undesirable trees~~" identified in Appendix A, dead trees or diseased trees) which have a DBH of twenty-four (24) inches or more. Designation as an historic tree may occur in any one of the following ways:
 - (1) ~~An applicant~~ property owner may request designation of an historic tree as part of any master plan, preliminary subdivision plat, or site plan application. To do so, the ~~applicant~~ property owner shall submit an expert evaluation by a landscape architect, horticulturalist, city forester, or other horticultural expert as part of the application.

- (2) A property owner may request such designation at any time. To do so, the property owner shall submit an expert written evaluation by a landscape architect, horticulturalist, city arborist or other horticultural expert, or alternatively, request that the city arborist conduct an expert evaluation at no cost to the property owner.
 - (3) The city's arborist may recommend such designation at any time including as part of their review of any application for development, stating in writing their reasons for such designation, or may make such designation as part of an overall tree protection planning program for the city or portion thereof.
 - (4) The City Commission may designate, at its sole discretion, a city tree, as defined in section 5-3, a historic tree *sua sponte*, or upon request of a Winter Springs resident, business owner or civic group.
 - (45) Historic tree designations shall be subject to approval by resolution of the city commission and the city commission may grant double tree replacement credits, upon granting an historic tree designation.
- (b) *Removal.* Notwithstanding any other provision of this chapter, specimen or historic trees (hereinafter under this subsection "specimen tree") shall not be removed except for extraordinary circumstances and hardships and only by final permit approved by the ~~city manager~~ city commission pursuant to section 5-6(b) after consideration of a written recommendation by the city arborist and department director and only after the applicant has provided such documentation, as may be required by the city, demonstrating that the applicant has engaged in good faith in the following sequence of actions, in the order shown below, to attempt to preserve, modify, and relocate the specimen tree:
- (1) *Preserve the existing specimen tree on site.* The applicant shall make reasonable efforts to design proposed or existing improvements, including but not limited to the structure, driveway and utilities to accommodate the natural growth of the tree. The applicant shall be required to submit multiple alternate development plans, demonstrating that reasonable efforts to preserve the specimen tree have been made, prior to removal of the specimen tree being approved. The design may include and justify the consideration of any necessary variances or waivers under chapter 20 of the city code. The city may require root barriers as a mitigation measure to address future potential root damage concerns.
 - (2) *Modify the existing specimen tree.* The applicant shall make reasonable efforts to design proposed or existing improvements, including but not limited to, the structure, driveway, and utilities, to accommodate the existing specimen tree with modifications by root pruning or tree pruning that would not cause significant harm to the tree, as determined by an arborist certified by the International Society of Arboriculture, and preserve its well-being as determined under this chapter. The applicant shall be required to submit an opinion of a certified arborist and/or multiple alternate development plans, demonstrating that reasonable efforts to modify the specimen tree have been made, prior to removal of the specimen tree being approved. The design may include and justify the consideration of any necessary variances or waivers under chapter 20 of the city code. The city may require root barriers as a mitigation measure to address future potential root damage concerns.
 - (3) *Relocate the existing specimen tree on-site.* The applicant shall submit documentation from an arborist certified by the International Society of Arboriculture, which conforms to

industry standards and which includes an opinion regarding whether the specimen tree may be relocated on-site to a location that can accommodate the natural growth of the tree without significant harm to the tree. The relocation may include and justify the consideration of any necessary variances or waivers under chapter 20 of the city code. The city may require root barriers as a mitigation measure to address future potential root damage concerns.

(4) *Alternative Design and Removal.* Before removal of the specimen tree may be approved, the applicant shall provide documentation that actions (1)(2) and (3) have been reasonably explored and are not feasible to preserve, modify, or relocate the existing specimen tree(s). Feasibility shall be determined by the city commission after evaluating the prepared alternate development plans and opinion of the certified arborist that the specimen tree(s) cannot reasonably be preserved, modified, or relocated. The alternative development plans shall depict site constraints and design limitations due to the specimen tree(s). The alternate development plans shall also depict possible adjustments of building orientations and other proposed improvements; requests for variances and waivers to accommodate the specimen tree(s); reduction of developable area; and such other design alternatives for the site. The applicant bears the burden of proving it has exhausted feasible development plans to preserve existing specimen tree(s) in order to justify the removal of any existing specimen tree.

(5) *Extraordinary Circumstances and Hardships.* The applicant bears the burden of demonstrating that an extraordinary circumstance and hardship exists to justify the removal of a specimen tree is necessary and can not be preserved in its current location pursuant to the sequence of actions set forth in this subsection (b) and by utilizing the tree removal conditions set forth in section 5-4(b) of this chapter.

(6) *Waiver or Variance Permit Fees.* City permit fees related to any waiver or variance application(s) submitted by an applicant under chapter 20 of the City Code, which are required to preserve the specimen tree(s) under this section, shall be waived by the City.

(7) *Tree Replacement Requirements.* Notwithstanding any other provision of this chapter, for each specimen tree permitted to be removed under this section, replacement of the lost tree canopy resulting from the removal of a specimen tree is imperative. The city may require up to twice the amount of canopy replacement trees or tree bank contribution required for replacement of each DBH protected tree in the category of 16” inches up to 24” inches. Location of the replacement trees shall be on-site and determined by the applicant. If the replacement trees cannot be accommodated on-site because of insufficient planting area as determined by the city arborist, then the applicant shall be required by the city to either plant the replacement trees off-site at a location determined by the city or provide the replacement trees to the city so the city can plant the replacement trees off-site, or, as an alternative, shall provide the tree bank contribution to compensate for those replacement trees that cannot be accommodated on-site.

(8) *Appeal of City manager Decisions.* Final permit decisions made by the city manager are subject to appeal to the city commission pursuant to subsection 5-16(b) of this chapter.

(c) *Historic tree incentives.* Property owners shall receive the following incentives if their property contains one or more designated historic tree(s):

(1) Each historic tree will be placed on the city's register of historic trees which will contain any historical information about the tree, property owner(s) and its designation. A legal instrument will be prepared by the city attorney to be executed by the city and property owner and recorded against the land on which the tree is located for purposes of denoting the historic tree designation and protections afforded hereunder and to provide the city ingress and egress to conduct the inspections authorized by this section. Further, the property owner will be provided a small weather resistant ground emblem denoting the historic designation.

(2) With permission of the property owner, the city arborist will conduct a periodic inspection approximately every two (2) years of each historic tree in order to evaluate the health and well-being of each historic tree. Such inspection will be at no cost to the property owner.

(3) To the extent that a permit is required under this chapter to trim or maintain a historic tree, the fee shall be waived.

(4) Upon request of and with the permission of the property owner, the city arborist will conduct an inspection of the historic tree after a storm or other catastrophic event in which a historic tree has suffered significant damage.

Sec. 5-9. - Tree replacement guidelines.

(a) *Tree replacement.* All trees that are removed or destroyed and subject to replacement by this chapter shall be replaced by a species of tree cited in Appendix B, ~~desirable trees~~ Desirable Trees, or cited in Appendix C for Approved Streetscape Canopy Tree Types for streetscape trees along S.R. 434 and Tuskawilla Road, or such other trees properly approved by the city arborist provided the replacement satisfies the minimum guidelines set forth in this chapter including, but not limited, size, not an invasive species, and Florida Grades and Standard One (1) or better plant. Replacement shall occur prior to the issuance of a certificate of occupancy (if approval is pending) or within sixty (60) days of removal or destruction, whichever date is earlier, unless a greater replacement period is provided for good cause by permit.

(b) Criteria for replacement trees is as follows:

(1) *Characteristics of replacement trees.* Canopy trees are preferred replacement trees under this chapter. The replacement tree(s) shall have the maximum amount of potential shade canopy feasible and sustainable on the site as required by the city, but no less than at least equal shade canopy potential, screening properties, and/or other characteristics comparable to that of the tree(s) requested to be removed.

(2) *Size of replacement trees.* Replacement tree(s) are to be made according to the tree replacement standards set forth in Table 1 [at the end of this section]; or (2) otherwise agreed upon by the city commission and applicant.

(3) *Tree species.* Relocated or replacement trees shall include only species and sizes defined as desirable trees (Appendix B) under this chapter.

(4) *Transplanting and maintenance requirements.* All trees transplanted pursuant to this chapter shall be maintained in a healthy, living condition. Any such trees which die

shall be replaced and maintained by the property owner. The city shall retain jurisdiction for one (1) year to ensure compliance with this chapter.

(5) *Waivers of replacement tree(s) specifications.*

- a. *General waivers.* The number of required replacement trees may be waived by the city commission, if the city commission determines that the remaining number of trees to be preserved on site are of sufficient number and quality to substantially comply with the purpose and intent of this chapter and a tree replacement fee is paid to the city's "tree bank," which is hereby established. Monies collected in the tree bank shall be used for enhancement and maintenance of city trees on public lands. The contribution to the tree bank may be waived by the city commission for individual homeowners, on a case-by-case basis, if the homeowner can demonstrate that the payment of the fee will cause the homeowner an undue economic hardship. Substitute tree(s) allowed under this waiver provision must have the approval of the city commission. The amount to be paid into the tree bank shall be set forth in Table 1 and should be based upon wholesale market value of the trees being replaced, plus installation and maintenance costs to establish the tree.
- b. *Renewable resource waivers.* The tree replacement and tree bank requirements of this section shall not apply if a permit based on sections 5-4(b)(8) and 5-4(c)(4) is issued. If the permittee does not maintain and operate the permitted energy device for at least three (3) years, the permittee must replace the removed trees or pay a tree replacement fee to the city's tree bank as required by this section.

(6) *Replacement guidelines.* The following tree replacement guidelines shall apply:

- a. All plant material specified shall be Florida Grades and Standard One (1) or better.
- b. For each tree located within a public conservation area (excluding jurisdictional wetlands determined by the St. John's River Water Management District or the U.S. Army Corp of Engineers, or as depicted on Map V-3: Existing Wetlands in the City of Winter Springs Comprehensive Plan) dedicated to the city as part of a development project, three (3) replacement tree credits may be applied to the total number of trees required to be replaced by this chapter. However, the minimum tree requirement set forth in section 5-13 shall still apply. Such public conservation area must be at least one (1) acre with widths not less than one hundred twenty-five (125) feet, unless otherwise approved by the city commission. In addition, trees approved by the city arborist to reforest such conservation area shall also be applied to the replacement requirement on a one-for-one basis.
- c. If the city commission determines, due to site conditions or configuration, it is impossible or impracticable for the applicant/developer to meet the requirements for tree replacement, under this subsection, the city commission may allow the applicant/developer to pay into the city's "tree bank" the amount it would have spent on replacement trees.
- d. Tree replacement credit above the 1:1 standard replacement requirement shall be allowed for the installation of preferred canopy trees and plants that are specifically listed ~~in accordance with the provisions set forth~~ in Appendix B: Desirable Trees

and Appendix C: Approved Streetscape Canopy Tree Types for streetscape trees along S.R. 434 and Tuskawilla Road, provided the desirable tree is listed with an additional replacement credit score of above 1:1.

- e. In addition, for new development projects, tree replacement credit shall be allowed for the preservation of existing Desirable Trees on the development site, excluding wetland areas and existing conservation areas, as follows:

DBH of Preserved Tree	Reduction in Replacement Trees
4" up to but not including 9"	1 credit
9" up to but not including 12"	2 credits
12" up to but not including 16"	3 credits
16" up to but not including 24"	4 credits
Specimen and Historic Trees	0 credits, <u>unless otherwise agreed by the city for extraordinary efforts and commitments made to preserve a specimen or historic tree up to a maximum of 5 credits per tree</u>

- ef. Trees planted under a ~~powerline~~ power line shall not exceed a mature height of twenty-five (25) feet unless otherwise prohibited by the electric utility or law.
 - fg. Diversity of species shall be required for replacement trees and not more than twenty (20) percent of the replacement trees shall be of a single species unless an alternative landscape plan is approved by the city commission.
 - gh. All landscape plans shall be prepared by a landscape architect licensed by the State of Florida, unless the city determines the proposed landscaping or tree removal has a ~~de minimus~~ de minimis impact on the property.
- (c) *Replacement cost.* The property owner shall be responsible for the cost of replacing the trees removed from their property.

- (d) *Elimination of undesirable trees and shrubs.* The natural vegetative communities existing within the city shall be protected by the control and elimination of invasive, nonnative species. To that end, the following guidelines shall apply:
- (1) Planting of trees and shrubs listed in Appendix A, Undesirable Trees, is prohibited.
 - (2) Removal of trees and shrubs listed on Appendix A, Undesirable Trees, from commercial, office, industrial, or multifamily sites (excluding jurisdictional wetlands) shall be completed, whenever practicable, as a requirement for approval of any development permit issued by the city or the issuance of a certificate of occupancy if applicable.
 - (3) Control and elimination procedures shall in no way promote the proliferation of the species through the dispersal of seed or other vegetatively reproducing parts.
 - (4) Control and elimination procedures shall in no way harm or cause the decline of preserved or planted trees and landscaping.
- (e) *Limited exception for existing single-family lots.* Notwithstanding any other tree replacement standard set forth in this section, a tree removal permit for a single tree shall be granted, as a matter of right without replacements required, for each existing single family home lot, provided the city arborist determines that:
- (1) The tree is not a specimen or historic tree;
 - (2) The tree canopy covering the pervious portion of the lot after removal of the tree will be greater than fifty (50) percent; and
 - (3) A permit under this subsection (e) had not been granted during the preceding ten-year period.

TABLE 1. TREE REPLACEMENT STANDARDS

DBH of Protected Tree	Number of Replacement Canopy Trees Required for Each Tree Removed		Number of Replacement Small Trees or Palms Required for Each Tree Removed		<u>Preferred Desirable Plant</u>		<u>Contribution Contribution to Tree Bank*</u>
4' up to but not including 9"	1	or	1	or	<u>Preferred Desirable Plant(s) w/Credits</u>	or	\$150.00 <u>300.00</u>

9" up to but not including 12"	2	or	2	or	Preferred Desirable Plant(s) w/Credits	or	\$300.00 <u>600.00</u>
12" up to but not including 16"	3		Not allowed	or	Preferred Desirable Plant(s) w/Credits	or	\$450.00 <u>900.00</u>
16" up to but not including 24"	4		Not allowed	or	Preferred Desirable Plant(s) w/Credits	or	\$600.00 <u>1,200.00</u>
$\leq \geq 24"$	To Be Preserved <u>See Section 5-8</u>		To Be Preserved Not allowed		To Be Preserved See Section 5-8		To Be Preserved See Section 5-8

*These amounts may be adjusted biannually to compensate for increases to costs of plants as well as to costs of installation and establishment.

Sec. 5-10. - Prohibitions.

- (a) *Placement of materials, machinery, or temporary soil deposits.* It shall be unlawful to place material, machinery, or temporary soil deposits within the tree protection zone, ~~as calculated according to Appendix C: Calculating Tree Protection Zone~~, before or during construction. Before or during construction the builder shall erect and maintain suitable protective barriers around all trees to be preserved. Upon written request, the city arborist, on a case by case basis, may allow material or temporary soil deposits to be stored within the protective barrier if no other storage is available.
- (b) *Climbing spurs.* It shall be unlawful to use climbing spurs or other similar device to aid in the climbing of a live tree, where such device causes the puncture or tears the bark of the tree.
- (c) *Tree spiking.* It shall be unlawful to introduce any type of poison or reactive material to a tree for the purpose of causing it to die or become diseased.

- (d) *Structure and pavement location.* It shall be unlawful to place any structure or impervious paving within eight-foot radius of any tree trunk or stem having a DBH of four (4) inches or more at caliper.
- (e) *City trees.* It shall be unlawful to trim, prune, or remove any city tree ~~which is within the city's rights of way or upon any other city property~~ without the permission of the city evidenced by the appropriate permit.
- (f) *Attachment.* It shall be unlawful to attach anything to a tree or stem, including nails or spikes, having a DBH of four (4) inches or more, other than protective wires, braces or other similar noninjurious materials.
- (g) *Cut and fill guidelines.* It shall be unlawful to remove or add any material or ground within the tree protection zone unless otherwise permitted by the arborist.
- (h) *Encroachment of the dripline.* During the construction stage of development, the developer or property owner shall not cause or allow land clearing, the use of heavy equipment or material within the dripline of any tree or groups of trees to be retained. Neither shall the developer cause or allow the disposal of waste material such as paint, oil, solvents, asphalt, concrete, mortar or any other material harmful to the life of a tree within the dripline of any tree or groups of trees, or where planting beds are to be situated.
- (i) *Girdling, Shearing, hat racking, topping or poodle trimming of trees (lollipop), lions-tailing, pollarding of Trees.* Trees intended for shade purposes shall be allowed to reach their mature canopy spread. It shall be unlawful to engage in excessive pruning techniques on trees intended for shade purposes. Excessive shearing, pruning or shaping shall only be allowed with a permit by demonstrating necessity or without a permit in times of emergency only. The following are deemed unlawful excessive pruning techniques which are prohibited on shade trees:
 - (1) *Lions tailing:* The improper practice of removing most secondary and tertiary branches from the interior portion of the canopy leaving most live foliage at the edge of the canopy.
 - (2) *Topping, hatracking, stag heading, de-horning, lopping, and rounding over:* the improper practice of reducing tree size by making heading cuts through a stem more than two (2) years old; a pruning practice that destroys tree architecture and serves to initiate discoloration and perhaps decay in the cut stem.
 - (3) *Pollarding:* The pruning technique that removes sprouts back to the same location annually or biannually maintaining a tree to a specific height.
 - (4) *Shearing:* A pruning technique which is typically accomplished with cuts made through wood less than a year old at the sides of the canopy to create uniform dense canopies.
 - (5) *Poodle trimming:* Combines shearing and removing lower limbs to create tree forms that look like a "lollipop."
- (j) *Construction near adjacent property.* Walls, structures, and pavement shall not be constructed in any way which will result in damage to roots within the tree protection zones of trees located on adjacent properties.

(k) *Destruction.* It shall be unlawful to destroy a tree unless authorized under this chapter.

Sec. 5-11. – ~~Reserved~~ City trees; Care and maintenance.

(a) The city manager in consultation with the city’s arborist is responsible for the care, maintenance and protection of city trees. The city manager will make reports and requests for funds for the maintenance and protection of city trees to the city commission as necessary to comply with the spirit and intent of this chapter.

(b) Property owners must submit a complete permit application to the city arborist to request written permission by the city manager or city commission to remove, alter or trim any city tree. Any approved removal, alteration or trimming will be determined at the city’s sole discretion, and if the requested activity is permitted by the city, it must be performed by a contractor licensed under this chapter. Property owners failing to obtain the permission required hereunder for removing, altering or trimming city trees shall be deemed a violation of this chapter under Section 5-10(e). In addition, property owner may also be liable to the city for any city tree removed or damaged in violation of any applicable terms and conditions set forth in any easement or development agreement.

Sec. 5-12. - Permit contents; expiration; removal after expiration of permit.

(a) *Permit contents.* The tree removal permit, when issued, shall specifically identify which trees shall be permitted to be removed. The removal permits merely authorize the removal of the trees specified therein. Nothing in this chapter shall be construed to require the removal of such trees by the permittee.

(b) *Permit expiration.* ~~Any permit issued under this chapter shall automatically expire six (6) months after issuance, except for permits issued in conjunction with a building permit which shall automatically expire six (6) months after issuance or at such time the building permit expires, whichever is later. (g) —~~ *Time limitation and Expiration.* Permits issued under this chapter shall expire and become null and void if work authorized by such permit is not commenced within 180 days from the date of the permit, or if work is commenced and suspended or abandoned at any time for a period of 180 days. However, if the permit is issued in conjunction with and in furtherance of a development permit approved by the city commission or building permit issued by the building official, the permit will expire at such time the development permit or building permit expires.

(c) *Restrictions on tree removal after permit expiration.* Trees not removed during the life of the permit may not be removed without the issuance of a new permit based upon a new application.

(d) *Permit display.* The permit shall be located and maintained upon the site at all time until final inspection or until issuance of a certificate of occupancy if applicable. For new developments, the permit shall be attached to the "posting board" with other permits. For

existing developments and existing single-family residences, the permit shall be displayed so as to be easily visible from the street.

Sec. 5-13. - Minimum tree requirement.

No certificate of occupancy shall be issued on the types of construction indicated below unless the underlying parcel has at least the required minimum number of approved trees:

- (a) Any new single-family or duplex dwelling unit on a lot of less than six thousand (6,000) square feet or greater: not fewer than two (2) trees.
- (b) Any new single-family or duplex dwelling unit on a lot equal to six thousand (6,000) square feet: not fewer than two (2) trees plus one (1) additional tree for each four thousand(4,000) square feet over six thousand (6,000) square feet.
- (c) Any commercial, industrial, multi-family or other structure requiring site plan approval under the city land development regulations: no fewer than six (6) trees or four (4) trees per acre, whichever is greater.

Sec. 5-14. - Tree protection during development and construction; periodic inspection.

- (a) *Restrictions during construction.* It shall be unlawful for any person, during the construction of any structures or other improvements, to place solvents, petroleum products, paint or masonry materials, construction machinery or temporary soil deposits within the dripline of any tree for which a tree removal permit is required but has not been obtained. This provision includes soil that is placed in the dripline permanently for the purpose of a grade change, unless the grade is changed according to the guidelines described in the *Florida Division of Forestry, Department of Agriculture and Consumer Services Publication, Tree Protection Manual for Buildings and Developers.*
- (b) *Burden of tree protection on property owner.* It shall be the responsibility of a property owner and their agents to ensure that any tree shown on the tree inventory for which a tree removal permit has not been obtained is to be protected. The property owner shall guarantee survival of retained trees and replacement trees for one (1) year from completion of permitted construction, unless a greater time period is required by development agreement. If a retained or replacement tree dies during that time period, the property owner shall replace the tree in accordance with a remedial action approved under section 5-17 of this chapter.
- (c) *Protective barriers and signage required.* Protective barriers shall be installed prior to construction (~~as determined using Appendix C: Calculating Tree Protection Zone~~) around every tree or group of trees to be preserved. Waterproof, rigid "Protection Zone Area" signs, as shown on Appendix D: Tree Protection Area Signage and not smaller than two (2) feet by three (3) feet shall be posted at 100-foot increments along the protective barriers. Should a private party fail to install the required tree protection barrier, the city reserves the right to install the required tree protection barrier and charge the private party conducting the work

for the city's materials and labor associated with the installing of the barricade. A sample tree protection barricade is set out below.

- (d) *Site inspections.* The city arborist may conduct periodic inspections of the site. It is the responsibility of the property owner and their agents to ensure that all provisions of this chapter are met.
- (e) *Adjacent properties.* The property owner and their agents shall ensure that the tree protection zones of trees located on adjacent properties are protected as required by this chapter for trees located on the site being developed.

Sec. 5-15. - Voluntary tree planting.

This chapter shall not be interpreted to restrict, regulate or limit the voluntary planting of any tree within the city. The provisions of this chapter govern only the planting of trees which are required to be planted or retained under this chapter. Trees or plants planted in the city's rights-of-way are subject to removal or trimming by the city at any time.

Sec. 5-16. - Waivers; incentive program and appeals.

- (a) *Waivers.* The city commission may grant a waiver to provisions of this chapter where the applicant demonstrates that the literal interpretation of the chapter will deny the applicant reasonable use of the property or where such waiver can be demonstrated to be consistent with the purpose and intent of the chapter. The preservation of any approved tree over four (4) inches in DBH may be considered as the basis for the granting of a waiver from the literal application of the provisions of the city's land development regulations. If, in the determination of the city commission, the sole basis for the request for waiver is to preserve such tree which would otherwise have to be removed, it may direct any required waiver fee to be waived.
- (b) *Appeals.* ~~Any person adversely affected by an~~ Appeals of an administrative interpretation of this chapter by the city arborist may ~~first appeal that interpretation be made to the city manager by filing a written notice of appeal of said interpretation within ten (10) calendar days of said interpretation.~~ Only the property owner where the interpretation is specifically applicable or affected contractor may file such an appeal. The city manager shall decide said appeal within five (5) business days. ~~Any such property owner or contractor person~~ adversely affected by an administrative decision of the city manager under this chapter may appeal that interpretation to the city commission by filing a written notice of appeal of said interpretation within thirty (30) calendar days of said interpretation. Failure to file an appeal within the time periods required by this subsection shall result in the administrative interpretation to be declared final and shall be deemed a waiver of the person's right to further appellate review and proceedings. The city commission shall decide said appeal within thirty (30) days of the city's receipt of said notice of appeal and the city commission's decision shall be final. Except for the mandatory time periods required for the notice of appeal, the time periods required for a decision may be extended by mutual agreement

between the city and the property owner person filing the notice of appeal. Notwithstanding the aforesaid, the city manager and city commission may review any decision regarding trees and land clearing on public property or city trees sua sponte, and such decisions are not a quasi-judicial decision and not appealable. The city retains sovereign immunity in all decisions related to trees and land clearing on public property and as otherwise provided by law.

- (c) *Incentive program.* The city commission reserves the right to offer and approve incentives for purposes of protecting and preserving mature trees and planting enhanced landscaping. Such incentives shall have a public benefit and may include, but are not limited to, varying provisions of the city's land development regulations (e.g. reduced parking; modified setbacks) and providing credits to city development fees. Any incentives granted under this subsection shall be consistent with the comprehensive plan and shall be by development agreement or other formal approval.

Sec. 5-17. - Remedial action.

- (a) *Violations require remedial action.* Where violations of this chapter have occurred, remedial action shall be taken to restore the property consistent with a restoration plan approved by the city arborist or the city commission if the violation is inconsistent with plans, permits, or agreements approved by the city commission. The restoration plan may require mitigation of any other damage to the property, as well as tree replacements.
- (b) *Tree replacement remediation requirements.* Each tree destroyed or receiving major damage during construction must be replaced by either a comparable size and desirable type of tree as listed within Appendix B or providing a contribution to the tree bank equal to four (4) times the contribution listed on Table 1. Tree Replacement Standards [following section 5-9] or planting four (4) ~~preferred~~ desirable trees or plants listed within Appendix B before issuance of a certificate of occupancy or certificate of completion.
- (c) *Property owner to guarantee survival of replaced trees.* The property owner shall guarantee the survival of the trees required to be placed under subsection (b) above for a period of two (2) years from the date the certificate of occupancy or certificate of completion is issued, unless a greater time period is required by development agreement. Such guarantee shall include maintaining regular and appropriate irrigation or water source such as watering bags necessary to adequately sustain the well-being and survival of the replacement trees. If the replacement tree dies, the tree shall be replaced in accordance with this section.

Sec. 5-18. - Enforcement; penalties.

- (a) *Enforcement.* The city may enforce the provisions of this chapter by any lawful means including, but not limited to, issuing a civil citation, bringing charges before the city's code enforcement board or special magistrate, and seeking injunctive and equitable relief. For

purposes of determining the penalties provided under this chapter, the removal or death of a tree in violation of this chapter shall be deemed irreparable or irreversible.

- (b) *Penalties.* In addition to all other remedies set forth in this chapter or any applicable agreement between the city and a property owner, one or more of the following civil fines shall apply to violations of this chapter:
- (1) *Failure to obtain a permit under section 5-4(a):* Fine of two hundred fifty dollars (\$250.00) per tree or five hundred dollars (\$500.00) per specimen or historic tree removed, or five hundred dollars (\$500.00) per quarter acre of land cleared, whichever is greater, not to exceed five thousand dollars (\$5,000.00). The fine under this subsection is in addition to the fine provided in subsection (2) or (3) for removal of tree without a permit.
 - (2) *Removal of a tree without a permit:* Fine of fifty dollars (\$50.00) per caliper inch, not to exceed five thousand dollars (\$5,000.00) per tree.
 - (3) *Removal of a specimen or historic tree without a permit:* Fine of one hundred dollars (\$100.00) per caliper inch, not to exceed five thousand dollars (\$5,000.00) per tree.
 - (4) *Failure to abide by a cease and desist order issued under this Chapter:* Fine of five hundred dollars (\$500.00) per day.
 - (5) *Failure to obtain a contractor's license under section 5-4(e):* Fine of two hundred fifty dollars (\$250.00) (1st offense); five hundred dollars (\$500.00) (2nd and each subsequent offense). In addition, if a contractor continues to engage in work without a contractor's license under this chapter in violation of a written cease and desist issued by the city, the penalty for failure to obtain a contractor's license under this subsection shall be increased \$250.00 per day for continued activity without a license after the cease and desist was issued.
 - (6) *Failure to abide by the requirements of section 5-10 of this Chapter:* Fine of two hundred fifty dollars (\$250.00) per occurrence.
 - (7) *Any other violation of this chapter:* Fine as provided by law and this chapter.
- (c) *Civil fine determination.* In determining the amount of the civil fine under subsection (6) above, the following factors shall be considered:
- (1) The gravity of the violation.
 - (2) Any actions taken by the violator to correct the violation.
 - (3) Any previous violations of this chapter committed by the violator.
 - (4) The number and size of the trees removed, if any.
 - (5) The historical significance of any tree removed if the tree was deemed historic.
 - (6) Whether the violation is irreparable or irreversible in nature.
 - (7) The remedial actions offered by the violator to restore the property consistent with this chapter.

(8) Whether the violation was willful and intentional or in violation of an express provision of an agreement in which applicable rights were provided to the city.

Sec. 5-19. - Authorization to adopt rules and regulations and fees for implementation.

The city commission is hereby authorized to adopt, by resolution, such rules and regulations and fees as are necessary or proper to implement this chapter.

APPENDIX A UNDESIRABLE TREES

Common Name	Botanical Name
Mimosa, silk tree	<i>Albizia julibrissin</i>
Woman's tongue	<i>Albizia lebbek</i>
Orchid tree	<i>Bauhinia variegata</i>
Bischofia	<i>Bischofia javanica</i>
Carrotwood	<i>Cupaniopsis anacardioides</i>
Australian pine	<i>Casuarina litorea</i> (= <i>C. equisetifolia</i>)
Suckering Australian pine	<i>Casuarina glauca</i>
Camphor tree	<i>Cinnamomum camphora</i>
Laurel fig	<i>Ficus microcarpa</i>
Glossy privet	<i>Ligustrum lucidum</i>
Chinese privet, hedge privet	<i>Ligustrum sinense</i>
Melaleuca, paper bark	<i>Melaleuca quinquenervia</i>

Chinaberry	<i>Melia azedarach</i>
Catclaw mimosa	<i>Mimosa pigra</i>
Strawberry guava	<i>Psidium guajava</i>
Guava	<i>Psidium Montana</i> (= <i>P. littorale</i>)
Downy rose-myrtle	<i>Rhodomyrtus tomentosa</i>
Popcom tree, Chinese tallow tree	<i>Sapium sebiferum</i>
Schefflera, Queensland umbrella tree	<i>Schefflere actinophylla</i> (= <i>Brassaia actinophylla</i>)
Brazilian pepper, Florida holly	<i>Schinus terebinthefolius</i>
Tung-oil tree	<i>Aleurites fordii</i>
Paper mulberry	<i>Broussonctia papyrifera</i>
Australian pine	<i>Casuarina cunninghamiana</i>
Indian rosewood, sissoo	<i>Dalbergia sissoo</i>
Ear-pod tree	<i>Enterolobium contortisilquum</i>
Goldenrain tree	<i>Koelreuteria elegans</i>
Lead tree	<i>Leucaena leucocephala</i>
Senegal date palm	<i>Phoenix reclinata</i>
Castor bean	<i>Castor bean</i>

Rose-apple	<i>Syzygium jambos</i>
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APPENDIX B DESIRABLE TREES

Common Name	Botanical Name	Replacement Tree Size/Minimum Height	Preferred Replacement Plant and Tree Size/Minimum Height	Replacement Credits Preferred Plant	Notes
Canopy Trees					
Bald cypress	<i>Taxodium distichum</i>	15 gal.; 6' min. hgt.	25 gal.; 10' min. hgt.	2:1	30—70' mature height, deciduous, bronze fall color, chartreuse spring color
Bald cypress	<i>Taxodium distichum</i>		65 gal.; 14' min. hgt.	3:1	
Black gum, swamp tupelo	<i>Nyssa sylvatica var. biflora</i>	15 gal.; 6' min. hgt.	30 gal.; 10' min. hgt.	2:1	50—75' mature height, orange-red fall color, deciduous, prefers wet soils
Carolina cherry laurel	<i>Prunus caroliniana</i>	15 gal.; 6' min. hgt.	30 gal.; 10' min. hgt.	2:1	40' mature height, evergreen, glossy leaves, black fruits
Chinese elm (Drake)	<i>Ulmus parviflora</i>	15 gal.; 9' min. hgt.	30 gal.; 10' min. hgt.	1:1	Medium tree, evergreen, attractive bark, fine texture
Dahoon	<i>Hex cassinia</i>	15 gal.; 6' min. hgt.	30 gal.; 10' min. hgt.	2:1	40' mature height, evergreen, red fruits of female trees
Dahoon	<i>Hex cassinia</i>	15 gal.; 6' min. hgt.	65 gal.; 10' min. hgt.	3:1	
Florida elm	<i>Ulmus americana</i>	15 gal.; 6' min. hgt.	30 gal.; 7' min. hgt.	3:1	60—70' mature height, deciduous, long living

	<i>floridana</i>				shade tree
Laurel oak	<i>Quercus laurifolia</i>	15 gal.; 6' min. hgt.	N/A		100' mature height, begins to deteriorate about 50 years
Live oak	<i>Quercus virginiana</i>	15 gal.; 7' min. hgt.	30 gal.; 10' min. hgt.	2:1	100—150' mature height, majestic spread, evergreen, long-lived
Live oak	<i>Quercus virginiana</i>	—	65 gal.; 12' min. hgt.	4:1	
Live oak	<i>Quercus virginiana</i>		FG; 4.5" min. caliper	5:1	
Longleaf pine	<i>Pinus palustris</i>	15 gal.; 6' min. hgt.	30 gal.; 9' min. hgt.	3:1	80—125' mature height, high branching
Pignut hickory	<i>Carya glabra</i>	15 gal.; 6' min. hgt.	30 gal.; 9' min. hgt.	2:1	40—80' mature height kernel <u>kernel</u> inside nut is edible, shade tolerant
Red maple	<i>Acer rubrum</i>	15 gal.; 8' min. hgt.	30 gal.; 10' min. hgt.	2:1	50—120' mature height, red spring flowers, orange-red fall color
Red maple	<i>Acer rubrum</i>	—	65 gal.; 12' min. hgt.; 3" caliper	4:1	
Red maple	<i>Acer rubrum</i>	—	FG; 4" caliper	4:1	
Sand live oak	<i>Quercus geminata</i>	15 gal.; 6' min. hgt.	FG; 3" min. caliper	5:1	Small to medium size tree, dark green leaves, asymmetric form

Slash pine	<i>Pinus elliottii</i>	15 gal.; 6' min. hgt.	30 gal.; 9' min. hgt.	3:1	80—125' mature height, high branching
Southern magnolia	<i>Magnolia grandiflora</i>	15 gal.; 6' min. hgt.	30 gal.; 8' min. hgt.	3:1	60' mature height, large glossy leaves, showy white flowers
Southern magnolia	<i>Magnolia grandiflora</i>	—	65 gal.; 10' min. hgt.	4:1	
Southern magnolia	<i>Magnolia grandiflora</i>	—	FG; 12' min. hgt.; 2.5" cal	5:1	
Sugarberry, hackberry	<i>Celtis laevigata</i>	15 gal.; 6' min. hgt.	30 gal.; 8' min. hgt.	2:1	60—80' mature height, fruit attracts birds, large graceful form, prefers moist soils, soft wood
Sweetbay	<i>Magnolia virginiana</i>	15 gal.; 6' min. hgt.	FG; 10' min. hgt.	3:1	60' mature height, creamy white flowers, seed cone with bright red seeds, evergreen leaves with whitish undersides, prefers wet soils
Sweetgum	<i>Liquidambar styraciflua</i>	15 gal.; 6' min. hgt.	30 gal.; 10' min. hgt.	3:1	60—120' mature height, yellow fall color, deciduous, seeds in spiny burs
Sycamore	<i>Platanus occidentalis</i>	15 gal.; 6' min. hgt.	30 gal.; 10' min. hgt.	3:1	80—100' mature height, varicolor bark, golden fall color, deciduous
Water ash, Carolina ash	<i>Fraxinus caroliniana</i>	15 gal.; 6' min. hgt.	N/A		30—40' mature height, soft wood, bright green compound leaves,

					prefers moist areas
Water oak	<i>Quercus nigra</i>	15 gal.; 6' min. hgt.	30 gal.; 10' min. hgt.	2:1	95' mature height; du bluish green foliage shade tree
Winged elm	<i>Ulmus alata</i>	15 gal.; 6' min. hgt.	30 gal.; 10' min. hgt.	3:1	50—80 feet mature height, corky winged bark; rusty fall color
Small Understory Trees					
Camelia	<i>Camelia spp.</i>	FG; 8' min height	FG; 8' min height	2:1	Showy spring flower
Carolina willow	<i>Salix caroliniana</i>	15 gal.; 6' min. hgt.	N/A <u>15 gal.; 6' min. hgt.</u>		20—30' mature height good for erosion control, soft green foliage, black ridged bark, prefer's prefers moist to wet soils
Chapman oak	<i>Quercus chapmanii</i>	15 gal.; 4' min. hgt.	N/A <u>15 gal.; 4' min. hgt.</u>		Small tree, evergreen prefers well-drained soils
Chickasaw plum	<i>Prunus angustifolia</i>	15 gal.; 6' min. hgt.	30 gal.; 6' min. hgt.	3:1	Small spreading tree armed, white flower before leaves emerge in spring
Crape myrtle	<i>Lagerstroemia</i>	15 gal.; 6' min. hgt.	30 gal.; 8' min. hgt.; standard	1:1	Showy flowers, evergreen
Devils- walking- stick	<i>Aralia spinosa</i>	15 gal.; 5' min. hgt.	N/A <u>15 gal.; 5' min. hgt.</u>		15-20' mature height umbrella-like crown large white flower clusters, spines,

					spreads freely
Festive holly	<i>Hex X Festive™</i>	15 gal.; 4' min. hgt.	30 gal.; 6' min. hgt.	1:1	Pyramidal evergreen spiny foliage, 10' mature height
Florida anise tree	<i>Illicium floridanum</i>	15 gal.; 40" min. hgt.	N/A <u>15 gal.; 40" min. hgt.</u>		20' mature height, maroon-red flowers prefers moist soils, compact and dense form
Flowering dogwood	<i>Comus florida</i>	15 gal.; 6' min. hgt.	FG; 3.5" min. caliper	3:1	20—30' mature height showy white spring bracts, red autumn color
Fringe tree	<i>Chionanthus virginicus</i>	15 gal.; 5' min. hgt.	30 gal.; 6' min. hgt.		20—30' mature height upright branches forming dome shape white delicate flowers golden fall color
Hercules-club, pricklyash	<i>Zanthoxylum clava-herculis</i>	15 gal.; 5' min. hgt.	N/A <u>15 gal.; 5' min. hgt.</u>		Small armed tree, deciduous
Japanese privet	<i>Ligustrum japonicum</i>	15 gal.; 5' min. hgt.	30 gal.; 6' min. hgt.	2:1	15' mature height, evergreen, upright spreading form
Little Gem magnolia	<i>Magnolia grandiflora 'Little Gem'</i>	15 gal.; 6' min. hgt.	30 gal.; 7' min. hgt.	3:1	20—25' mature height showy white flowers dark green glossy leaves
Little Gem magnolia	<i>Magnolia grandiflora 'Little Gem'</i>	—	65 gal.; 10' min. hgt.	4:1	

Loquat	<i>Eriobotrya japonica</i>	15 gal.; 6' min. hgt.	30 gal.; 8' min. hgt.	2:1	Medium tree, evergreen, dark green foliage, dark yellow fruits, fruits edible
Musclewood, American hornbeam	<i>Carpinus caroliniana</i>	15 gal.; 6' min. hgt.	15 gal.; 6' min. hgt.	2:1	Small tree, deciduous, prefers moist to occasionally wet soil, prefers shade to partial shade, trunks "musclewood-like"
Myrtle oak	<i>Quercus myrtifolia</i>	15 gal.; 5' min. hgt.	15 gal.; 5' min. hgt.	2:1	Small, scrubby tree, evergreen, prefers drier soils
Oakleaf holly	<i>Hex X 'Oakleaf'</i>	15 gal.; 6' min. hgt.	30 gal.; 8' min. hgt.	1:1	14—20' mature height, upright to pyramidal form, evergreen, red berries, oak-shaped leaves
Podocarpus, Nagi	<i>Podocarpus nagi</i>	15 gal.; 6' min. hgt.	N/A <u>15 gal.; 6' min. hgt.</u>		40' mature height, strongly upright, symmetrical branching, evergreen, dark green foliage
Podocarpus, Yew	<i>Podocarpus macrophyllus</i>	15 gal.; 6' min. hgt.	N/A <u>15 gal.; 6' min. hgt.</u>		50' mature height, evergreen, compact, foliated to ground, dark green foliage
Red mulberry	<i>Morus rubra</i>	15 gal.; 6' min. hgt.	N/A <u>15 gal.; 6' min. hgt.</u>		Small tree, large leaves, edible fruits, attracts birds
Redbud	<i>Cercis canadensis var.</i>	15 gal.; 6' min. hgt.	15 gal.; 6' min. hgt.	2:1	20—35' mature height, rosy purple spring flowers, deciduous,

	<i>canadensis</i>				high branching, sensitive to auto pollutants
Redbud	<i>Cercis canadensis var. canadensis</i>	—	30 gal.; 8' min. hgt.	3:1	
Rusty Lyonia, staggerbush	<i>Lyonia ferruginea</i>	15 gal.; 6' min. hgt.	N/A 15 gal.; 6' min. hgt.		20—25' mature height; rusty colored new growth, evergreen, crooked and asymmetric form
Silverthorn	<i>Elaeagnus pungens</i>	15 gal.; 6' min. hgt.	N/A 15 gal.; 6' min. hgt.		20' mature height; sprawling, weeping form; leaves with silvery undersides
Southern red cedar	<i>Juniperus silicicola</i>	15 gal.; 6' min. hgt.	30 gal.; 7' min. hgt.	3:1	25' mature height, evergreen with reddish-brown bark. prefers neutral soils. symmetrical when young, often asymmetric and windswept with age
Sparkleberry	<i>Vaccinium arboreum</i>	15 gal.; 5' min. hgt.	N/A <u>15 gal.; 5' min. hgt.</u>		20—30' mature height; red fall color, deciduous
Sweet/Tea Olive	<i>Osmanthus fragrans</i>	15 gal.; 5' min. hgt.	15 gal.; 5' min. hgt.	1:1	20' mature height, evergreen, open, foliage restricted to branch tips
Tabebuia	<i>Tabebuia spp.</i>	15 gal.; 6' min. hgt.	30 gal.; 10' min. hgt.	1:1	Height variable, not strongly frost hardy

Titi	<i>Cyrilla racemiflora</i>	15 gal.; 5' min. hgt.	N/A <u>15 gal.; 5' min. hgt.</u>		15—30' mature height; prefers acid to very acid soils, prefers moist to wet soils, wide spreading branches, white racemes of flowers in early summer
Tortulosa juniper	<i>Juniperus chinensis 'Tortulosa'</i>	15 gal.; 5' min. hgt.	25 gal.; 7' min. hgt.	1:1	
Tough bumelia	<i>Bumelia tenax</i>	15 gal.; 5' min. hgt.	N/A <u>15 gal.; 5' min. hgt.</u>		Small tree, coppery leaf undersides, scrubby form
Turkey oak	<i>Quercus laevis</i>	15 gal.; 5' min. hgt.	N/A <u>15 gal.; 5' min. hgt.</u>		20—30' mature height; copper fall color; deeply lobed leaves; prefers sandy, well-drained soils
Walter's viburnum	<i>Viburnum obovatum</i>	15 gal.; 5' min. hgt.	25 gal.; 7' min. hgt.; standard	2:1	12—20' mature height; white spring flower clusters, prefers moist to wet soils
Wax myrtle	<i>Myrica cerifera</i>	15 gal.; 5' min. hgt.	25 gal.; 7' min. hgt.	2:1	15—20' mature height; dark blue, chalky fruits; olive green foliage, evergreen, low maintenance
Wax myrtle	<i>Myrica cerifera</i>	—	FG; 12' min. hgt.	3:1	
Weeping willow	<i>Salix babylonica</i>	15 gal.; 8' min. hgt.	30 gal.; 10' min. hgt.	1:1	15—25' mature height; draping linear leaves

Wild olive	<i>Osmanthus americanus</i>	15 gal.; 5' min. hgt.	N/A <u>15 gal.; 5' min. hgt.</u>		15—25' mature height olive-green foliage, beautiful shape in light shade to sun
Yaupon	<i>Hlex vomitoria</i>	15 gal.; 5' min. hgt.	25 gal.; 7' min. hgt., standard	3:1	20—25' mature height red-orange translucent fruits, evergreen, often multi-trunked
Yaupon	<i>Hlex vomitoria</i>		65 gal.; 10' min. hgt., standard	4:1	
Palms					
Cabbage palm	<i>Sabal palmetto</i>	10' min. hgt.	15' min. hgt.; clear trunk	2:1	50—80' mature height, long lived
Cabbage palm	<i>Sabal palmetto</i>	—	18' min. hgt.; clear trunk	3:1	
Canary Island date palm	<i>Phoenix canariensis</i>	15 gal.; 40" min. hgt.	30 gal.; 7' min. hgt.	1:1	60' mature height, diamond patterned trunk, evergreen, feather-like fronds
Date palm	<i>Phoenix dactylifera</i>	15 gal.; 3' min. hgt.	FG; 10' min. hgt.; clear trunk	1:1	80' mature height, pinnate

					leaves to 10' long, grey-green color
European fan palm	<i>Chamaerops humilis</i>	15 gal.; 3' min. hgt.	15 gal.; 3' min. hgt.; multiple	1:1	15' mature height, palmate fronds, gray-green color
Needle palm	<i>Rhapidothymum hystrix</i>	15 gal.; 3' min. hgt.	25 gal.; 4' min. hgt.; triple	5:1	3-8' mature height, prefers moist soil, evergreen, palmate fronds, declining native species
Pindo palm	<i>Butia capitata</i>	15 gal.; 3' min. hgt.	25 gal.; 6' min. hgt.	1:1	20' mature height, pinnate fronds fine texture, blue-green color
Pygmy date	<i>Phoenix</i>	15 gal.; 3' min.	25 gal.; 5' min. hgt.;	1:1	8' mature

palm	<i>roebelenij</i>	hgt.	triple		height
Sago palm, King	<i>Cycas revoluta</i>	15 gal.; 3' min. hgt.	30 gal.; 4' min. hgt.	1:1	20' mature height, dark green feather- like leaves
Sago palm, Queen	<i>Cycas circinalis</i>	15 gal.; 3' min. hgt.	30 gal.; 4' min. hgt.	1:1	20' mature height, dark green feather- like leaves
Washington palm	<i>Washingtonia robusta</i>	15 gal.; 3' min. hgt.	25 gal.; 7' min. hgt.	1:1	60' mature height, palmate leaves, rapid growth, develops "shag" of hanging dead fronds, good as avenue tree
Washington palm	<i>Washingtonia robusta</i>	15 gal.; 4' min. hgt.	65 gal.; 10' min. hgt.	1:1	

Windmill Palm	<i>Trachycarpus fortunei</i>	15 gal.; 3' min. hgt.	25 gal.; 5' min. hgt.	1:1	20' mature height, palmate fronds, gray-green color
min. hgt. = minimum height					
min. calliper <u>caliper</u> = minimum calliper <u>caliper</u>					
gal. = gallon					
FG = field grown					

APPENDIX C: APPROVED STREETSCAPE CANOPY TREE TYPES FOR STREETSCAPES ALONG S.R. 434 AND TUSKAWILLA ROAD

<u>Canopy Trees</u>		
<u>Common Name</u>	<u>Botanical Name</u>	<u>Required Specs</u>
<u>Live Oak</u>	<u>Quercus Virginiana</u>	<u>4 inch caliper at dbh</u>
<u>Sycamore</u>	<u>Plantanus Occidentalis</u>	<u>3.5 inch caliper at dbh</u>
<u>Red Maple</u>	<u>Acer Rubrum</u>	<u>3 inch caliper at dbh</u>
<u>Southern Magnolia</u>	<u>Magnolia Grandiflora</u>	<u>3 inch caliper at dbh</u>
<u>Drake Elm</u>	<u>Ulmus Parvifolia</u> <u>Sempervirons "Drake"</u>	<u>3 inch caliper at dbh</u>
<u>Winged Elm</u>	<u>Ulmus Alata</u>	<u>3 inch caliper at dbh</u>

<u>Understory Trees</u>		
<u>Common Name</u>	<u>Botanical Name</u>	<u>Required Specs</u>
<u>Tree Ligustrum</u>	<u>Ligustrum Japonicum</u>	<u>8 ft. x 8 ft. spread</u>
<u>Crape Myrtle</u>	<u>Lagerstoremia Indicia</u>	<u>12 ft. multi or standard</u>
<u>Redbud</u>	<u>Cercis Canadensis</u>	<u>12 ft. height</u>
<u>Tabebuia</u>	<u>Tabebuia Spp.</u>	<u>12 ft. height</u>

The City Manager or designee reserves the right to approve or deny a proposed tree selection from the approved streetscape tree listings, pursuant to Section 20-605 of the City Code.

APPENDIX C CALCULATING TREE PROTECTION ZONE

The following guidelines shall be applied to determine the Tree Protection Zone:

1. Evaluate the species tolerance of the tree: good, moderate, or poor (See list on next page)
2. Identify tree age: young (<20% of the tree's life expectancy), mature (20% – 80% of the tree's life expectancy), or overmature (>80% of the tree's life expectancy)
3. Using the table below, find the distance from the trunk that should be protected per inch of trunk diameter.
4. Multiply the distance by the trunk diameter to calculate the optimum radius (in feet) for the tree protection zone.

Example:

A healthy 60 year old, 30" diameter California black walnut (poor tolerance, mature age)

$1.25' \times 30" = 37.5'$ radius tree protection zone.

Species Tolerance	Tree Age	Distance from trunk feet (per inch trunk diameter)
Good	Young	0.5'
	Mature	0.75'
	Overmature	1.0'
Moderate	Young	0.75'
	Mature	1.0'
	Overmature	1.25'
Poor	Young	1.0'
	Mature	1.25'
	Overmature	1.5'

Source: *Trees and Development, a Technical Guide to Preservation of Trees During Land Development*, Nelda Matheny and James Clark, 1998, International Society of Arboriculture, Champaign, IL

		Relative Tolerance—Assigned either by source or by Matheny		
Common Name	Scientific Name	and Clark	Comments	Source
Balsam fir	<i>Abies balsamea</i>	Good	Tolerant of root loss and saturated soils.	Hightshoe
White fir	<i>Abies concolor</i>	Moderate	Tolerant of root loss. Intolerant of saturated and high salt soils.	Day, Hightshoe
Acacia	<i>Acacia</i> spp.	Poor	Intolerant of root injury.	Matheny & Clark
Florida maple	<i>Acer barbatum</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Vine maple	<i>Acer circinatum</i>	Good	Best retained as clumps.	Peepke
Chalk maple	<i>Acer leucoderme</i>	Poor	Response is site dependent.	Coder
Bigleaf maple	<i>Acer macrophyllum</i>	Good	Select specimens with good crown structure.	
			Tolerant of root pruning and injury but not of fill.	Beck
Bigleaf maple	<i>Acer macrophyllum</i>	Poor	Declines following addition of fill.	Dunster

Box-elder	<i>Acer negundo</i>	Good	Tolerant of root loss and saturated soils. May tolerate some fill. Select superior individuals for preservation.	Coder, Hightshoe, Sydnor
Striped maple	<i>Acer pensylvanicum</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Limited tolerance to microclimate change. Tolerance greatest within native range.	Coder
Norway maple	<i>Acer platanoides</i>	Moderate-good	Moderately tolerant of root pruning.	S. Clark, Fraedrich
Sycamore maple	<i>Acer pseudoplatanus</i>	Moderate	—	Gilbert
Red maple	<i>Acer rubrum</i>	Moderate-good	Response probably associated with geographic location. Tolerant of root pruning and saturated soils.	Coder, Fraedrich, Hightshoe
Silver maple	<i>Acer saccharinum</i>	Poor-moderate	Likely to slowly die back following root injury (Day). May tolerate some root pruning (Praedrich) or loss (Hightshoe). Some tolerance for crown reduction pruning, fill soils and saturated soils. Response variable within species (Coder)	Coder, Day, Fraedrich, Hightshoe, Sydnor
Sugar maple	<i>Acer saccharum</i>	Poor-moderate	Tolerant of root loss. Intolerant of saturated and fill soils.	S. Clark, Hightshoe, Sydnor
Mountain maple	<i>Acer spicatum</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Limited tolerance to microclimate change. Tolerance greatest within native range.	Coder

California buckeye	<i>Aesculus californica</i>	Good	—	Matheny & Clark
Red horse-chestnut	<i>Aesculus x camea</i>	Good	Shows good resistance to "contractor pressures."	Gilbert
Yellow buckeye	<i>Aesculus flava</i>	Poor	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Ohio buckeye	<i>Aesculus glabra</i>	Poor	Intermediate tolerance to root loss and saturated soils. Poor acclimation response. Tolerant of some fill.	Hightshoe, Sydnor
Red buckeye	<i>Aesculus pavia</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Tree of heaven	<i>Ailanthus altissima</i>	Good	Tolerant of root pruning. Generally good acclimation response following disturbance.	Day, Fraedrich, Sydnor
Alders	<i>Alnus spp.</i>	Good	Show considerable resistance to "contractor pressures."	Gilbert
Red alder	<i>Alnus rubra</i>	Poor-moderate	Retain only in groups or as individuals with strong taper and structure. Relatively short lived. Intolerant to root injury.	Beck, Dunster, Peepre
Hazel alder	<i>Alnus serrulata</i>	Good	—	Coder
Serviceberry	<i>Amelanchier spp.</i>	Good	Intermediate tolerance to root loss. Tolerant of saturated soils. Generally good acclimation response to site change.	Hightshoe, Sydnor
Downy	<i>Amelanchier</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder

serviceberry	<i>arbores</i>		Response constrained by soil aeration and water availability.	
Devil's-walkingstick	<i>Aralia spinosa</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Madrone	<i>Arbutus menziesii</i>	Poor	Intolerant of site disturbance.	Matheny & Clark
Pawpaw	<i>Asimina triloba</i>	Good	—	Coder
Eastern baccharis	<i>Baccharis halimifolia</i>	Good	—	Coder
Birch	<i>Betula spp.</i>	Poor-moderate	Intolerant of root pruning. Mature trees particularly sensitive to development impacts.	Gilbert, Fraedrich
Yellow birch	<i>Betula alleghaniensis</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Limited tolerance to microclimate change. Tolerance greatest within native range. Response varies due to soil and water availability.	Coder
Sweet birch	<i>Betula lenta</i>	Moderate	Intermediate tolerance to root loss. Intolerant of saturated soils. Intolerant of mechanical injury. Limited tolerance to microclimate change. Tolerance greatest within native range.	Coder, Hightshoe
River birch	<i>Betula nigra</i>	Moderate-good	Variable tolerance of root loss and saturated soils. Tolerant of minor amounts of fill.	S. Clark, Coder, Hightshoe, Sydnor
Paper birch	<i>Betula papyrifera</i>	Poor-moderate	Intolerant of construction impacts outside of native range; moderate within. Prone to sunscald. Low	S. Clark, Day, Peepre,

			tolerance to root injury. Bronze birch borer much more severe under stress. Best retained in groups or as select individuals.	Sydnor
Gray birch	<i>Betula populifolia</i>	Moderate-good	Tolerant of construction impacts within native range; moderate response outside. Construction impacts/injury increases susceptibility to bronze birch borer.	S. Clark, Sydnor
Gum bumelia	<i>Bumelia lanuginosa</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Buckthorn bumelia	<i>Bumelia lycioides</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Incense cedar	<i>Calocedrus decurrens</i>	Moderate	—	Matheny & Clark
Blue beech; hombeam	<i>Carpinus caroliniana</i>	Moderate	Intolerant of root loss and saturated soils. Susceptible to two-lined chestnut borer, particularly under conditions of environmental stress. Limited tolerance to climatic change. Tolerance greatest within native range.	Coder, Hightshoe, Sydnor
Water hickory	<i>Carya aquatica</i>	Good	—	Coder
Bitternut hickory	<i>Carya cordiformis</i>	Good	Intermediate tolerance to root loss and saturated soils. Will tolerate some fill.	Hightshoe, Sydnor

Bitternut hickory	<i>Carya cordiformis</i>	Poor	Response constrained by soil aeration and water availability.	Coder
Pignut hickory	<i>Carya glabra</i>	Moderate-good	Moderately tolerant of construction damage. Tolerant of some fill. Windfirm. Response constrained by soil and water availability.	S. Clark, Coder, Sydnor
Pecan	<i>Carya illinoensis</i>	Moderate-good	Moderately tolerant of construction damage. Tolerant of some fill.	S. Clark, Sydnor
Shagbark hickory	<i>Carya ovata</i>	Moderate-good	Moderately tolerant of construction damage. Tolerant of some fill. Windfirm.	S. Clark, Sydnor
Shagbark hickory	<i>Carya ovata</i>	Poor	Response constrained by soil aeration and water availability.	Coder
Sand hickory	<i>Carya pallida</i>	Moderate	—	Coder
Mockemut hickory	<i>Carya tomentosa</i>	Moderate-good	Moderately tolerant of construction damage. Tolerant of some fill. Windfirm.	S. Clark, Sydnor
Mockemut hickory	<i>Carya tomentosa</i>	Poor-moderate	Response constrained by soil aeration and water availability.	Coder
Florida chinkapin	<i>Castanea alnifolia</i>	Moderate	Pest problems associated with development impacts.	Coder
Allegheny chinkapin	<i>Castanea pumila</i>	Poor	Pest problems associated with development impacts.	Coder
Catalpa	<i>Catalpa spp.</i>	Moderate	Tolerant of saturated soils. Intermediate in tolerance to root loss.	Hightshoe

Southern catalpa	<i>Catalpa bignonioides</i>	Good	—	Coder
Northern catalpa	<i>Catalpa speciosa</i>	Good	Generally tolerant of disturbance including root injury. Prone to basal decay.	Day, Sydnor
Deodar cedar	<i>Cedrus deodara</i>	Good	Tolerant of root and crown pruning. Intolerant of excessive soil moisture; leads to <i>Armillaria</i> and <i>Phytophthora</i> .	Ellis
Sugarberry	<i>Celtis laevigata</i>	Good	Intolerant of mechanical injury (poor compartmentalization).	Coder
Georgia hackberry	<i>Celtis tenuifolia</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Hackberry	<i>Celtis occidentalis</i>	Good	Tolerant of root loss. Intermediate (Hightshoe) or low (Day) in tolerance to saturated soils.	Day, Hightshoe, Sydnor
Common buttonbush	<i>Cephalanthus occidentalis</i>	Good	Intolerant of mechanical injury (poor compartmentalization).	Coder
Katsura tree	<i>Cercidiphyllum japonicum</i>	Poor-moderate	Sensitive to fill and root disturbance. Requires tree protection zone at the dripline. Requires postconstruction care, particularly supplemental irrigation.	Cullen
Redbud	<i>Cercis canadensis</i>	Moderate	Response constrained by soil aeration and water availability.	Coder
Alaska yellow-	<i>Chamaecyparis nootkatensis</i>	Good	Relatively windfirm. Intolerant of changes in water table/soil	Peepre

cedar			moisture-	
False cypress	<i>Chamaecyparis</i> spp.	Good	Show considerable resistance to "contractor pressures."	Gilbert
Fringetree	<i>Chionanthus</i> <i>virginicus</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Yellow wood	<i>Cladrastis lutea</i>	Poor	Response is site dependent.	Coder
Cinnamon elethra	<i>Clethra</i> <i>acuminata</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Buckwheat tree	<i>Cliftonia</i> <i>monophylla</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Pagoda dogwood	<i>Conius</i> <i>alternifolia</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Flowering dogwood	<i>Conius florida</i>	Poor	Intolerant of site disturbance.	Sydnor
Flowering dogwood	<i>Cornus florida</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Pest problems associated with development impacts.	Coder
Pacific dogwood	<i>Conius nuttallii</i>	Good	—	Peepre
Swamp dogwood	<i>Conius stricta</i>	Good	Intolerant of mechanical injury (poor compartmentalization).	Coder

Beaked hazel	<i>Corylus conuita</i>	Good	—	Coder
Hawthorn	<i>Crataegus</i> spp.	Moderate	Intermediate tolerance to root loss and saturated soils.	Hightshoe
Cockspur hawthorn	<i>Crataegus crus-galli</i>	Good	Sensitive to windthrow if canopy raised. Some tolerance to disturbance.	Sydnor
Washington hawthorn	<i>Crataegus phaenopyrum</i>	Good	Susceptible to windthrow. Tolerates some disturbance.	Sydnor
Dotted hawthorn	<i>Crataegus punctata</i>	Good	Susceptible to windthrow. Tolerates some disturbance.	Sydnor
Cypresses	<i>Cupressus</i> spp.	Good	Show considerable resistance to "contractor pressures."	Gilbert
Monteccey eypress	<i>Cupressus macrocarpa</i>	Poor	Intolerant of site disturbance.	Matheny & Clark
Swamp-cyrilla	<i>Cyrilla racemiflora</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Persimmon	<i>Diospyros virginiana</i>	Good	Tolerant of saturated soils. Pest problems associated with development impacts.	Sydnor
Eastern coralbean	<i>Erythrina berbacen</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Eucalyptus	<i>Eucalyptus</i> spp.	Moderate	Moderately tolerant of root loss. Intolerant of fill.	Matheny & Clark
Eastern wahoo	<i>Euonymus atropurpureus</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Beech	<i>Fagus</i> spp.	Poor	Intolerant of root pruning. Poor response to injury. Intolerant of fill	Fraedrich, Sydnor

			soil.	
American beech	<i>Fagus grandifolia</i>	Poor	Response is site dependent.	Coder
European beech	<i>Fagus sylvatica</i>	Poor	Mature trees particularly susceptible.	Gilbert
Swamp privet	<i>Forestea accuminata</i>	Good	—	Coder
Ash	<i>Fraxinus</i> spp.	Moderate	Moderately tolerant of root pruning.	S. Clark, Fraedrich
White ash	<i>Fraxinus americana</i>	Moderate-good	Tolerant of root loss. Intermediate in tolerance to saturated soils. Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil and water availability.	S. Clark, Coder, Hightshoe, Sydnor
Carolina ash	<i>Fraxinus caroliniana</i>	Good	—	Coder
European ash	<i>Fraxinus excelsior</i>	Moderate	—	Gilbert
Black ash	<i>Fraxinus nigra</i>	Good	Tolerant of root loss and saturated soils.	Hightshoe
Green ash	<i>Fraxinus pennsylvanica</i>	Good	Tolerant of root pruning and loss. Benefits from supplemental Irrigation following injury. Tolerant of saturated soils and fill.	Coder, Day, Hightshoe, Sydnor
Blue ash	<i>Fraxinus quadrarigulata</i>	Good	—	Sydnor
Shamel ash	<i>Fraxinus uhdei</i>	Good	Tolerant of root pruning. Best with	Bills

			irrigation following disturbance.	
Modesto ash	<i>Fraxinus velutina</i> 'Modesto'	Good	Tolerant of root pruning. Requires supplemental irrigation following root loss/injury.	Matheny & Clark
Ginkgo	<i>Ginkgo biloba</i>	Good	Tolerant of root pruning.	Fraedrich, Sydnor
Water locust	<i>Gleditsia aquatica</i>	Good	—	Coder
Honey locust	<i>Gleditsia triacanthos f. Inermis</i>	Good	Tolerant of root pruning and site disturbance. Intermediate tolerance to saturated soils.	Coder, Fraedrich, Hightshoe, Sydnor
Loblolly bay	<i>Gordonia lasianthus</i>	Good	—	Coder
Kentucky coffee tree	<i>Gymnocladus dioica</i>	Good	Intermediate tolerance to root loss and saturated soils. Tolerant of site disturbance.	Hightshoe, Sydnor
Carolina silverbell	<i>Halesia carolina</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability. Limited tolerance to microclimate change. Tolerance greatest within native range.	Coder
Two-winged silverbell	<i>Halesia diptera</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Little silverbell	<i>Halesia parviflora</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil	Coder

			aeration and water availability.	
Witch hazel	<i>Hamamelis virginiana</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Carolina holly	<i>Hex ambigua</i>	Good	—	Coder
Dahoon	<i>Hex cassinæ</i>	Good	—	Coder
Large gallberry	<i>Hex coriacea</i>	Good	—	Coder
Possumhaw	<i>Hex decidua</i>	Good	—	Coder
Mountain winterberry	<i>Hex montana</i>	Moderate-good	Limited tolerance to microclimate change. Tolerance greatest within native range.	Coder
Myrtle dahoon	<i>Hex myrtifolia</i>	Good	—	Coder
American holly	<i>Hex opaca</i>	Good	Tolerates some fill.	Coder, Sydnor
Common winterberry	<i>Hex verticillata</i>	Good	—	Coder
Yaupon holly	<i>Hex vamitoria</i>	Good	—	Coder
California black walnut	<i>Juglans hindsii</i>	Poor	Dies slowly following even minor root injury or changes to water table. Crown reduction pruning may be fatal. Requires tree protection zone at or beyond the dripline.	Matheny & Clark
Black walnut	<i>Juglans nigra</i>	Poor	Intolerant of root loss. Intermediate tolerance to saturated	Hightshoe,

		moderate	soils. Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Sydnor
English walnut	<i>Juglans regia</i>	Poor	Usually grafted onto California black walnut stock.	Matheny & Clark
Rocky Mountain juniper	<i>Juniperus scopulorum</i>	Poor	Sensitive to root pruning and fill soil. Likely to decline following grade change and loss of roots. Very susceptible to borers when stressed.	Day
Eastern red cedar	<i>Juniperus virginiana</i>	Good	Tolerant of root loss. Intolerant of saturated soils. Intolerant of mechanical injury.	Coder, Hightshoe, Sydnor
Mountain laurel	<i>Kalmia latifolia</i>	Good	—	Coder
Tamarack	<i>Larix laricina</i>	Moderate	Tolerant of root loss and saturated soils.	Hightshoe
Sweetgum	<i>Liquidambar styraciflua</i>	Poor-good	Intermediate response to fill and root injury. Breadth of tolerance may be due to pre-existing site conditions and within species variation.	S. Clark, Coder, Matheny & Clark, Sydnor
Tuliptree	<i>Liriodendron tulipifera</i>	Moderate	Intolerant of root pruning. Sensitive to wounding.	Fraedrich, Sydnor
Tuliptree	<i>Liriodendron tulipifera</i>	Poor	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder

Cucumbertree	<i>Magnolia acuminata</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Fraser magnolia	<i>Magnolia fraseri</i>	Poor	Intolerant of mechanical injury (poor compartmentalization). Limited tolerance to microclimate change. Tolerance greatest within native range.	Coder
Southern magnolia	<i>Magnolia grandiflora</i>	Poor or good	Response dependent upon location; good within native range; poor outside it. In California, it declines following root injury and site disturbance.	Matheny & Clark, Sydnor
Southern magnolia	<i>Magnolia grandiflora</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Pyramid magnolia	<i>Magnolia pyramidata</i>	Poor	Intolerant of mechanical injury (poor compartmentalization). Limited tolerance to microclimate change. Tolerance greatest within native range.	Coder
Sweet bay	<i>Magnolia virginiana</i>	Good	Tolerant of saturated soils.	Coder, Sydnor
Apples	<i>Malus spp.</i>	Moderate	—	Gilbert
Southern crabapple	<i>Malus angustifolia</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Limited tolerance to microclimate change. Tolerance greatest within native range. Pest problems associated with development impacts.	Coder
Sweet crabapple	<i>Malus coronaria</i>	Moderate-good	Intolerant of mechanical injury (poor compartmentalization). Limited tolerance to microclimate	Coder, Sydnor

			change. Tolerance greatest within native range. Pest problems associated with development impacts.	
Apple	<i>Malus domestica</i>	Good	Tolerant of some fill.	Sydnor
Ptairie crabapple	<i>Malus ioensis</i>	Good	—	Sydnor
White mulberry	<i>Morus alba</i>	Moderate	—	Matheny & Clark
White mulberry	<i>Morus alba</i>	Good	Tolerant of disturbance and fill.	Sydnor
Red mulberry	<i>Morus rubra</i>	Good	Tolerant of disturbance and fill.	Coder, Sydnor
Southern bayberry	<i>Myrica cerifera</i>	Good	—	Coder
Evergreen bayberty	<i>Myrica heterophylla</i>	Good	—	Coder
Water tupelo	<i>Nyssa aquatica</i>	Good	—	Coder
Ogeechee tupelo	<i>Nyssa ogeche</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Black gum	<i>Nyssa sylvatica</i>	Good	Response constrained by soil aeration and water availability.	Coder, Sydnor
Devilwood	<i>Osmanthus americanus</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
American	<i>Ostrya</i>	Moderate	Intolerant of root loss and saturated soils. Two-lined chestnut	Coder, Highishoe,

hophornbeam	<i>virginiana</i>		borer will attack following disturbance. Response is site dependent.	Sydnor
Sourwood	<i>Oxydendrum arboreum</i>	Moderate	Windfirm.	Sydnor
Sourwood	<i>Oxydendrum arboreum</i>	Poor	—	Coder
Empress tree	<i>Paulownia tomentosa</i>	Good	Tolerant of site disturbance.	Sydnor
Redbay	<i>Persea borbonia</i>	Good	—	Coder
Norway spruce	<i>Picea abies</i>	Moderate	Often windthrows. Intolerant of root loss.	Sydnor.
White spruce	<i>Picea glauca</i>	Moderate	Tolerant of root loss. Intermediate in tolerance to saturated soils.	Hightshoe
Black spruce	<i>Picea mariana</i>	Good	Tolerant of root loss and saturated soils.	Hightshoe
Colorado spruce	<i>Picea pungens</i>	Moderate	Intolerant of saturated soils. Intermediate in tolerance to root loss. Often windthrows.	Day, Hightshoe, Sydnor
Pinckneya	<i>Pinckneya pubens</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Jack pine	<i>Pinus banksiana</i>	Good	Tolerant of root loss. Intolerant of saturated soils.	Hightshoe, Sydnor
Canary Island pine	<i>Pinus canariensis</i>	Good	Tends to have sinker roots close to trunk.	Ellis
Shortleaf pine	<i>Pinus echinata</i>	Moderate-good	Pest problems associated with development impacts. Tolerant of	Coder, Sydnor

			some fill soil.	
Plinyon pine	<i>Pinus edulis</i>	Moderate	Tolerant of root pruning. Intolerant of saturated and poorly drained soils.	Day
Slash pine	<i>Pinus elliottii</i>	Good	—	Coder
Spruce pine	<i>Pinus glabra</i>	Good	—	Coder
Austrian pine	<i>Pinus nigra</i>	Good	Tolerant of some fill and root pruning/injury.	Day, Sydnor
Longleaf pine	<i>Pinus palustris</i>	Moderate-good	Limited tolerance to microclimate change. Tolerance greatest within native range.	Coder
Ponderosa pine	<i>Pinus ponderosa</i>	Good	Tolerant of fill within dripline and root pruning. Intolerant of poor drainage, overwatering, and high-soluble salts.	Day
Table mountain pine	<i>Pinus pungens</i>	Moderate-good	Limited tolerance to microclimate change. Tolerance greatest within native range.	Coder
Monterey pine	<i>Pinus radiata</i>	Moderate	Requires supplemental irrigation following disturbance.	Ellis
Red pine	<i>Pinus resinosa</i>	Good	Tolerant of root loss. Intolerant of saturated soils.	Hightshoe, Sydnor
Pitch pine	<i>Pinus rigida</i>	Good	—	Coder, Sydnor
Digger pine	<i>Pinus sabiniana</i>	Moderate	—	Matheny & Clark
Pond pine	<i>Pinus serotina</i>	Good	—	Coder

White pine	<i>Pinus strobus</i>	Moderate	Tolerant of root loss. Intolerant of saturated soils or changes in soil moisture. Response often site dependent.	Coder, Hightshoe, Sydnor
Scots pine	<i>Pinus sylvestris</i>	Good	Tolerant of root loss. Intolerant of saturated soils.	Hightshoe, Sydnor
Loblolly pine	<i>Pinus taeda</i>	Moderate-good	Moderate tolerance to root loss. Intolerant of saturated soils. Injury increases susceptibility to southern pine beetle.	S. Clark, Coder, Sydnor
Virginia pine	<i>Pinus virginiana</i>	Poor-moderate	Prone to windthrow and root decay.	Matheny & Clark, Sydnor
Virginia pine	<i>Pinus virginiana</i>	Good	—	Coder
Planer tree	<i>Planera aquatica</i>	Good	—	Coder
London plane	<i>Platanus x acerifolia</i>	Poor or good	Response appears to be location dependent. In eastern U.S., stress intolerant in northern part of range. In California, very tolerant. Benefits from supplemental irrigation.	Matheny & Clark, Sydnor
Eastern sycamore	<i>Platanus occidentalis</i>	Moderate	Intermediate tolerance to construction damage. Moderate tolerance of fill soil.	S. Clark, Sydnor
Eastern sycamore	<i>Platanus occidentalis</i>	Good	—	Coder
Western sycamore	<i>Platanus racemosa</i>	Moderate	—	Matheny & Clark
Poplars	<i>Populus spp.</i>	Good	Show considerable resistance to	Gilbert

			"contractor pressures."	
Eastern cottonwood	<i>Populus deltoides</i>	Moderate-good	Intermediate to good tolerance of root loss, fill soil, and saturated soils.	S. Clark, Coder, Hightshoe, Sydnor
Western cottonwood	<i>Populus fremoutii</i>	Poor	Prone to windthrow and decay.	Matheny & Clark
Bigtooth aspen	<i>Populus grandidentata</i>	Poor-moderate	Tolerant of root loss. Intolerant of saturated soils.	Hightshoe, Sydnor
Lombardy poplar	<i>Populus nigra</i> 'Italica'	Moderate-good	Tolerant of minor amounts of fill. Intolerant of changes in soil moisture. Decays rapidly. Susceptible to windthrow.	Beck
Plains cottonwood	<i>Populus sargentii</i>	Moderate	Defoliation and dieback may follow excessive root loss. Intolerant of crown reduction pruning. Supplemental irrigation required following root injury. Tolerant of some grade change.	Day
Quaking aspen	<i>Populus tremuloides</i>	Moderate	Tolerant of root loss. Intolerant of saturated soils.	Day, Hightshoe
Black cottonwood	<i>Populus trichocarpa</i>	Poor	Mature trees prone to windthrow and trunk failure.	Peepre
American plum	<i>Prunus americana</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Chickasaw plum	<i>Prunus angustifolia</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil	Coder

			aeration and water availability.	
Carolina laurelcherry	<i>Prunus caroliniana</i>	Good	—	Coder
Canada plum	<i>Prunus nigra</i>	Moderate	Tolerant of root loss. Intolerant of saturated soils.	Hightshoe
Fire cherry	<i>Prunus pensylvanica</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Black cherry	<i>Prunus serotina</i>	Poor	Intermediate tolerance to root loss. Intolerant of saturated soils. Select young, vigorous individuals for preservation.	Hightshoe, Sydnor
Black cherry	<i>Prunus serotina</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Flatwoods plum	<i>Prunus umbellata</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Douglas fir	<i>Pseudotsuga menziesii</i>	Poor-good	Tolerant of fill soil if limited to one-quarter of root zone. However, may decline slowly following addition of fill. Tolerates root pruning. Intolerant of poor drainage. Susceptible to bark beetles following injury.	Beck, Dunster
Hoptree	<i>Ptelea trifoliata</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Callery pear	<i>Pyrus calleryana</i>	Moderate	Intolerant of root pruning.	Fraedrich
Oaks	<i>Quercus</i> spp.	Moderate	—	Gilbert
Coast live oak	<i>Quercus agrifolia</i>	Good	Sensitive to addition of fill soil around base of trunk. Intolerant of frequent summer irrigation. Bark	Matheny & Clark

			is sensitive to sunburn following pruning.	
White oak	<i>Quercus alba</i>	Poor	Intolerant of root loss and saturated soils.	Hightshoe
White oak	<i>Quercus alba</i>	Moderate	—	S. Clark
White oak	<i>Quercus alba</i>	Good	A common survivor of construction activity. Moderate tolerance to fill soil. Response constrained by soil aeration and water availability.	Coder, Sydnor
Swamp white oak	<i>Quercus bicolor</i>	Good	Tolerant of some fill.	Day, Sydnor
Scarlet oak	<i>Quercus coccinea</i>	Poor-moderate	Intolerant of construction injury.	S. Clark, Sydnor
Scarlet oak	<i>Quercus coccinea</i>	Good	—	Coder
Durand oak	<i>Quercus durandii</i>	Good	—	Coder
Southern red oak	<i>Quercus falcata</i>	Moderate-good	Largely intolerant of construction injury.	S. Clark, Coder, Sydnor
Cherrybark oak	<i>Quercus falcata</i> var. <i>pagodaefolia</i>	Good	—	Coder
Oregon white oak	<i>Quercus garryana</i>	Good	—	Bell, Matheny & Clark
Shingle oak	<i>Quercus imbricaria</i>	Good	—	Sydnor

Bluejack oak	<i>Quercus incana</i>	Good	—	Coder
California black oak	<i>Quercus kelloggii</i>	Moderate	—	Matheny & Clark
Turkey oak	<i>Quercus laevis</i>	Good	—	Coder
Laurel oak	<i>Quercus laurifolia</i>	Moderate	Subject to nutritional problems when alkaline subbase is used. Intolerant of extreme variation in moisture. Poor compartmentalization response.	Siebenthaler
Valley oak	<i>Quercus lobata</i>	Moderate	Intolerant of summer irrigation and fill soil.	Matheny & Clark
Overcup oak	<i>Quercus lyrata</i>	Good	—	Coder
Bur oak	<i>Quercus macrocarpa</i>	Moderate	Relatively tolerant of root injury, although may be associated with crown dieback. Supplemental irrigation required following root injury. Intermediate tolerance to saturated soils (prairie areas, U.S.).	Day, Hightshoe
Bur oak	<i>Quercus macrocarpa</i>	Good	Tolerant of fill and compacted soils (eastern U.S.)	Sydnor
Blackjack oak	<i>Quercus marilandica</i>	Good	—	Coder
Swamp chestnut oak	<i>Quercus michauxii</i>	Good	—	Coder
Chinquapin oak	<i>Quercus muhlenbergii</i>	Good	Tolerant of site disturbance.	Coder, Sydnor
Water oak	<i>Quercus nigra</i>	Good	Tolerant of saturated soils.	Coder, Sydnor

Pin oak	<i>Quercus palustris</i>	Moderate-good	Intermediate tolerance of root loss and saturated soils.	S. Clark, Hightshoe, Sydnor
Willow oak	<i>Quercus phellos</i>	Moderate-good	Response constrained by soil aeration and water availability.	Coder, Sydnor
Chestnut oak	<i>Quercus prinus</i>	Moderate-good	Response constrained by soil aeration and water availability. Tolerant under good growing conditions.	Coder, Sydnor
Northern red oak	<i>Quercus rubra</i>	Moderate-good	Response constrained by soil aeration and water availability. Limited tolerance to microclimate change. Tolerance greatest within native range. Tolerant of root loss.	Coder, Hightshoe, Sydnor
Shumard oak	<i>Quercus shumardii</i>	Good	—	Coder, Sydnor
Post oak	<i>Quercus stellata</i>	Poor-good	Variation may be geographic in origin; poor in south, good in mideastern U.S. (Ohio).	S. Clark, Coder, Sydnor
Black oak	<i>Quercus velotina</i>	Moderate	Intolerant of root loss and saturated soils.	Hightshoe, Sydnor
Black oak	<i>Quercus velutina</i>	Good	—	Coder
Live oak	<i>Quercus virginiana</i>	Good	High tolerance for various soil types as well as trenching, compaction, and drought. Good compartmentalization response. Limited tolerance to site change. Tolerance greatest within native range.	Coder, Siebenthaler, Sydnor
Carolina	<i>Rhamnus</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder

buckthorn	<i>caroliniana</i>		Response constrained by soil aeration and water availability.	
Catawba rhododendron	<i>Rhododendron catawbiense</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Rosebay rhododendron	<i>Rhododendron maximum</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Shining sumac	<i>Rhus copallina</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Smooth sumac	<i>Rhus glabra</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Staghorn sumac	<i>Rhus typhina</i>	Good	Regenerates quickly from root sprouts following disturbance.	Sydnor
Black locust	<i>Robinia pseudoacacia</i>	Good	Tolerant of root loss and fill soil. Intolerant of saturated soils. Sensitive to borers when stressed.	Hightshoe, Sydnor
Willow	<i>Salix</i> spp.	Moderate-good	Moderately tolerant of root pruning and fill soil. Show considerable resistance to "contractor pressures."	Day, Fraedrich, Gilbert
Weeping willow	<i>Salix babylonica</i>	Moderate-good	Disturbance may lead to cankering. Tolerant of some fill. Increased likelihood of windthrow with saturated soils.	S. Clark, Sydnor
Coastal plain willow	<i>Salix caroliniana</i>	Good	—	Coder
Black willow	<i>Salix nigra</i>	Good	Tolerant of root loss and saturated soils. Tolerant of some fill.	Coder, Hightshoe, Sydnor

Silky willow	<i>Salix sericea</i>	Good	—	Coder
American elder	<i>Sambucus canadensis</i>	Poor	Response is site dependent.	Coder
Sassafras	<i>Sassafras albidum</i>	Good	Regenerates from root suckers following disturbance.	Coder, Sydnor
California peppertree		<i>Schinus molle</i>	Moderate	Ellis
Coast redwood	<i>Sequoia sempervirens</i>	Good	Supplemental irrigation required if located out of native range, as well as during construction and following injury.	Matheny & Clark
Giant redwood	<i>Sequoiadendron giganteum</i>	Moderate	Intolerant of summer irrigation and fill soil.	Matheny & Clark
Mountain ash	<i>Sorbus aucuparia</i>	Moderate	Tolerant of root loss. Intermediate in tolerance to saturated soils.	Hightshoe
American bladdernut	<i>Staphylea trifolia</i>	Good	—	Coder
Virginia stewartia	<i>Stewartia malacodendron</i>	Good	—	Coder
Mountain stewartia	<i>Stewartia ovata</i>	Good	—	Coder
American snowbell	<i>Stytax americana</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil aeration and water availability.	Coder
Bigleaf snowbell	<i>Styrax grandifolia</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization). Response constrained by soil	Coder

			aeration and water availability.	
Common sweetleaf	<i>Symplocos tinctoria</i>	Good	Intolerant of mechanical injury (poor compartmentalization).	Coder
Bald cypress	<i>Taxodium distichum</i>	Good	Adapts readily to wide range of soils, wet to dry, sandy to heavy. Tolerant of alkaline soils. Trunk does not disturb pavement but knees may emerge in yards.	S. Clark, Coder, Slebenthaler
Pond cypress	<i>Taxodium distichum</i> var. <i>nutans</i>	Good	—	Coder
Northern white cedar	<i>Thuja occidentalis</i>	Good	Tolerant of root loss, some fill, and saturated soils.	Hightshoe, Sydnor
Western red cedar	<i>Thuja plicata</i>	Good	Relatively windfirm. Intolerant of changes in water table/soil moisture.	Peepre
Western red cedar	<i>Thuja plicata</i>	Poor-moderate	Response is very site dependent, probably related to soil moisture. Intolerant of fill.	Beck, Dunster
Linden	<i>Tilia</i> spp.	Moderate-good	Moderately tolerant of root pruning. Considerable resistance to "contractor pressures."	S. Clark, Gilbert, Fraedrich
Basswood	<i>Tilia americana</i>	Poor	Tolerant of root loss. Intolerant of saturated soils. Intolerant of site disturbance and fill.	Hightshoe, Sydnor
Carolina basswood	<i>Tilia caroliniana</i>	Poor	Response is site dependent.	Coder
White basswood	<i>Tilia heterophylla</i>	Poor	Response is site dependent.	Coder

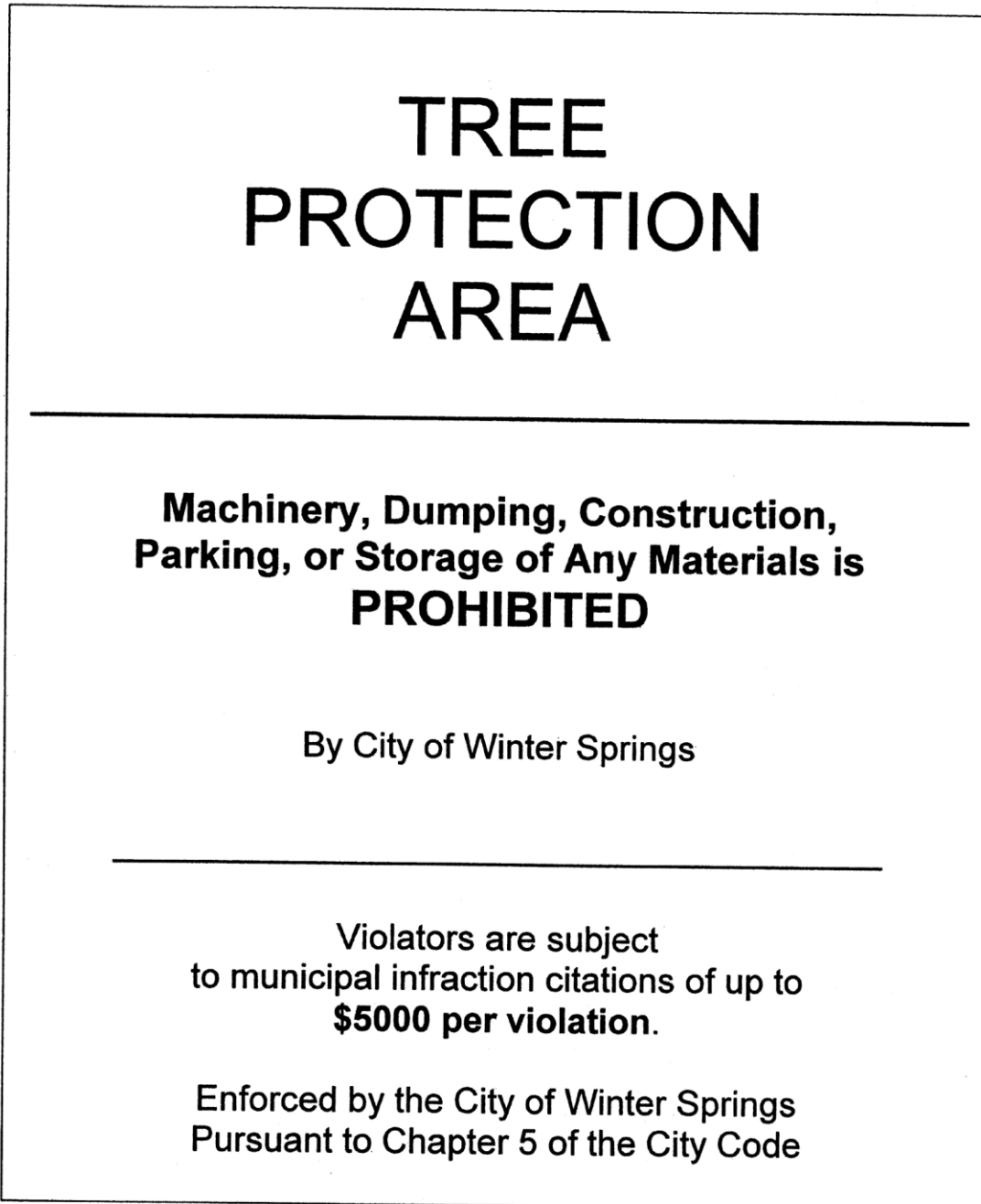
Poison sumac	<i>Toxicodendron vemix</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder
Eastern hemlock	<i>Tsuga canadensis</i>	Poor	Intolerant of fill and saturated soils.	Coder, Sydnor
Western hemlock	<i>Tsuga heterophylla</i>	Poor- moderate	Prone to windthrow, decay, and dwarf mistletoe. Intolerant of grade change. Poor compartmentalization.	Beck, Dunster, Peepre
Elm	<i>Ulmus spp.</i>	Good	Tolerant of root pruning.	Fraedrich
Winged elm	<i>Ulmus alata</i>	Good	—	Coder
American elm	<i>Ulmus americana</i>	Good	Tolerant of root loss and site disturbance. Intermediate in tolerance to saturated soils.	Day, Hightshoe, Sydnor
American elm	<i>Ulmus americana</i>	Moderate	Pest problems associated with development impacts (southeastern U.S.).	Coder
Siberian elm	<i>Ulmus pumila</i>	Good	Tolerant of fill soil, root pruning, injury, a wide range of soil moisture conditions, and high- soluble salts.	Day
Slippery elm	<i>Ulmus rubra</i>	Good	Tolerant of root loss. Intermediate in tolerance to saturated soils.	Hightshoe
Slippery elm	<i>Ulmus rubra</i>	Moderate	Pest problems associated with development impacts (southeastern U.S.).	Coder
California bay	<i>Umbellularia californica</i>	Moderate	Intolerant of fill soil.	Matheny & Clark
Sparkleberry	<i>Vaccinium</i>	Moderate	Response is site dependent.	Coder

	<i>arboreum</i>			
Possumhaw viburnum	<i>Viburnum nudum</i>	Good	—	Coder
Walter's viburnum	<i>Viburnum obovatum</i>	Good	—	Coder
Rusty black haw	<i>Viburnum rufidulum</i>	Good	—	Coder
Hereules club	<i>Zanthoxylum clava-herculis</i>	Moderate	Intolerant of mechanical injury (poor compartmentalization).	Coder

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APPENDIX D TREE PROTECTION AREA SIGNAGE



Tree Protection Area Signage

The sign shall be made of rigid material such as wood, metal or durable plastic. Non-rigid materials such as paper, cardboard, cellophane or foil are not acceptable. The sign shall be two (2) feet wide by three (3) feet long.

Section 3. Conforming Code Amendment. The following conforming amendments are hereby by expressly made to other applicable provisions of the City Code:

1. Chapter 20, Zoning, Article VI S.R. 434 Corridor Vision Plan, Table 1 (Recommended Shrub Pallet) and Table 2 (Recommended Tree Pallet) are hereby repealed and deleted for the City Code in their entirety.

2. Section 11-4. – Injuring city owned shade trees is hereby repealed and deleted from the City Code in its entirety.

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

Section 5. Incorporation into Code. This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

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

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

[Adoption page Follows]

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the ____ day of June, 2020.

Charles Lacey, Mayor

ATTEST:

Christian Gowan, Interim City Clerk

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

Anthony A. Garganese, City Attorney

Legal Ad: _____

First Reading: _____

Second Reading: _____