



## **TUSCAWILLA LIGHTING AND BEAUTIFICATION DISTRICT ADVISORY COMMITTEE**

REGULAR MEETING AGENDA  
WEDNESDAY, JULY 24, 2019 AT 5:15 PM

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

### **CALL TO ORDER**

Roll Call  
Invocation  
Pledge of Allegiance  
Approval of the Agenda

### **AWARDS AND PRESENTATIONS**

100. Not Used

### **INFORMATIONAL AGENDA**

200. Not Used

### **PUBLIC INPUT**

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

### **CONSENT AGENDA**

300. Approval Of Minutes From The Wednesday, April 17, 2019 Regular Meeting

Attachments: Minutes

### **PUBLIC HEARINGS AGENDA**

400. Not Used

## REGULAR AGENDA

500. FY 2018-2019 YTD Expenditure Detail and FY2019-2020 Proposed Budget

*Attachments: FY 2018-2019 YTD Expenditure Detail  
FY2019-2020 Proposed Budget*

501. Discuss Quotes and Recommendations for Wholesale Replacement of North and South Fountains

*Attachments: Sunburst Quote  
Nature's Care Quote  
Brightview Quote*

502. Discuss Needs and Quote for Grounding of Irrigation Lines

*Attachments: None*

503. Discuss Information Regarding Landscaping Throughout The Tusawilla Lighting And Beautification District

*Attachments: None*

## REPORTS

### 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*.

CITY OF WINTER SPRINGS, FLORIDA  
MINUTES  
**TUSCAWILLA LIGHTING AND BEAUTIFICATION  
DISTRICT ADVISORY COMMITTEE**  
REGULAR MEETING  
APRIL 17, 2019

## **CALL TO ORDER**

The Regular Meeting of Wednesday, April 17, 2019 of the Tuscawilla Lighting and Beautification District Advisory Committee was called to Order by Chairperson Tom Vagnini at 5:15 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

### **Roll Call:**

Chairperson Tom Vagnini, present  
Vice-Chairperson Elaine Johnson, present  
Committee Member Terri Bivona, present  
Committee Member Ellen Paul, present  
Committee Member Jesse Phillips, absent  
Assistant to the City Clerk Antonia DeJesus, present

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

No changes were made to the Agenda.

## **AWARDS AND PRESENTATIONS**

**100. Not Used**

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## **INFORMATIONAL AGENDA**

**200. Not Used**

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## **PUBLIC INPUT**

*Chairperson Vagnini opened “Public Input”.*

No one spoke.

*Chairperson Vagnini closed “Public Input”.*

## **CONSENT**

### **300. Office of the City Clerk**

**Approval of Minutes from the Wednesday, January 16, 2019 Regular Meeting**

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**MOTION TO APPROVE THE MINUTES FROM WEDNESDAY, JANUARY 16, 2019 REGULAR MEETING. MOTION BY VICE-CHAIRPERSON JOHNSON. SECONDED BY COMMITTEE MEMBER BIVONA. DISCUSSION.**

**CHAIRPERSON VAGNINI: AYE  
COMMITTEE MEMBER BIVONA: AYE  
VICE-CHAIRPERSON JOHNSON: AYE  
COMMITTEE MEMBER PAUL: AYE  
MOTION CARRIED.**

## **PUBLIC HEARINGS AGENDA**

**400. Not Used**

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**❖❖ AGENDA NOTE: THE FOLLOWING AGENDA ITEMS WERE DISCUSSED SIMULTANEOUSLY, AS DOCUMENTED. ❖❖**

## **REGULAR AGENDA**

**500. Discuss the FY 2018-2019 Year-To-Date Expense Report As Well As Provide Input Regarding the Budgetary Needs for the Next Fiscal Year**

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## **501. Discuss Information Regarding Landscaping Throughout The Tusawilla Lighting And Beautification District**

Ms. Kelly Balagia, Interim Director, Finance Department, introduced the Agenda Item and referenced a budget document. With comments on streetlight funds to which Ms. Balagia noted that funds could be moved from other funds if needed.

Comments followed on costs for mulch, how mulch is installed, overgrown plants and how the boulevard has not looked great.

*Mr. Jorge Ochoa, BrightView Landscape Development, Inc., 4777 Old Winter Garden Road, Orlando, Florida:* said he understood the concerns and that there was a plan to be more proactive and more consistent and added, “We’re going to be more careful next time.”

With further discussion, Mr. Ochoa spoke of how leaves are blown onto the beds. Comments ensued on mulch, and new plantings.

Mr. Guy Meyers, Construction Project Manager, Urban Beautification Services mentioned how some grasses had been failing and that those plants were being replaced with more appropriate plants.

Continuing, Mr. Meyers stated, “We’re headed in the right direction, that’s the targeted area right now, are all the medians; and something else we’re going to do is kind of your front door, right there at Winter Spring Boulevard and Tuskawilla (Road), we’re going to make sure that is pristine, every week.”

Plantings at the fountains were addressed next and Mr. Meyers explained they would be enhancing the area and focusing on the elevated beds.

Mr. Ochoa mentioned that a soil test could be conducted prior to new plantings to ensure that the enhancements will be able to last and so new plants can perform well.

Discussion followed about leaves being topped with mulch, when was the best time of the year to mulch, and the need to clean leaves out of the beds before mulch was laid down, Mr. Ochoa stated, “Moving forward we’re going to make sure we make sure that the leaves are cleaned up.”

Regarding alternative types of mulch such as rubber mulch, Mr. Meyers and Mr. Ochoa said they could look at pricing options for the Committee to consider.

Comments followed that island 23 looks terrible with tree branches down for quite a while, and overall, how the services did not seem to match what funds have been paid out.

The Committee continued to discuss high costs of maintenance and level of service. Mr. Ochoa said he would be more involved and more active.

Mr. Meyers then said he would provide information to the Committee on their grading program.

Remarks followed on sprinklers, that monthly inspections are done by Brightview Landscape Development, Inc., staffing, and how long it took to do the different tasks, and it would be appreciated if debris and trash could be picked up by workers.

Discussion followed on a warranty program for which Mr. Meyers would be coding plants to keep track of what grows well and what does not. Pressure washing was briefly addressed next.

## **PUBLIC INPUT**

*Chairperson Vagnini opened "Public Input".*

*Ms. Loretta Ames, 305 3<sup>rd</sup> Street, Winter Springs, Florida: commented about the recent cutting down of a lot of plants near the Tusca Oaks subdivision.*

Chairperson Vagnini spoke of the responsibilities of this Committee is responsible for the medians and that this question was better suited for the City Commission.

*Mr. Kevin McCann, 1109 Pheasant Circle, Winter Springs, Florida: as the President of the Tuscawilla Homeowners Association thanked Chairperson Vagnini for spending time with him, spoke of City Staff changes, noted his confidence in Mr. Meyers, and commented on past issues with the fountains and damaged lights.*

*Chairperson Vagnini closed “Public Input”.*

## **ADJOURNMENT**

Chairperson Vagnini adjourned the Regular Meeting at 6:09 p.m.

*RESPECTFULLY SUBMITTED:  
CHRISTIAN GOWAN  
ASSISTANT TO THE CITY CLERK AND*

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ANTONIA DEJESUS  
ASSISTANT TO THE CITY CLERK

NOTE: These Minutes were approved at the \_\_\_\_\_, 2019 Tuscowilla Lighting and Beautification District Advisory Committee Regular Meeting.

**TLBD Maintenance Fund**

Quarterly Meeting - July 24, 2019

Select Expense Accounts

FY2019 - YTD thru 06.30.2019

Account	Vendor	Date	Amount	
<b>Fountains 545210-001</b>		<b>Budget</b>	<b>\$12,094.00</b>	
FOUNTAIN DOCTOR (monthly fountain maint; lightbulb replacement)		11/05/2018	25.00	Install new capacitor (North and South)
		12/10/2018	650.00	Monthly maint October
		12/04/2018	800.00	Monthly maint November; bulb replacement
		01/22/2019	100.00	Monthly maint December
		01/02/2019	650.00	Monthly maint January
		02/04/2019	140.00	Bulb and hose replacements
		02/04/2019	650.00	Monthly maint February
		03/08/2019	650.00	Monthly maint March
		04/05/2019	650.00	Monthly maint April
		05/06/2019	650.00	Monthly maint May
		<b>YTD Expense Total</b>	<b>\$4,965.00</b>	
		<b>Encumbered</b>	<b>\$4,355.00</b>	
		<b>End Balance</b>	<b>\$2,774.00</b>	
<b>Grounds 545270</b>				
		<b>Budget</b>	<b>\$167,900.00</b>	
	BRIGHTVIEW	11/19/2018	16,573.44	Oct/Nov monthly maint; irrigation repair
		01/11/2019	9,199.02	Dec monthly maint; irrigation repair
		02/22/2019	44,195.88	Jan/Feb monthly maint; mulch installation
		02/26/2019	1,990.79	Fall flower rotation
		03/08/2019	8,081.72	March monthly maint
		04/29/2019	25,389.04	April monthly maint, irrigation repair, grass replacement on WS Blvd
		06/03/2019	9,345.12	May monthly maint, irrigation repair (550 ft of 14 gauge 2-wire)
		06/25/2019	8,081.72	June monthly maint
		06/04/2019	1,102.00	Pressure washing of brick pavers along WS Blvd
		04/15/2019	300.00	Certified Arborist - Oak
		06/03/2019	319.97	Red Robin Cedar trees (4) - installation
		04/01/2019	2,800.00	Removal of dead pine trees (12)
		05/13/2019	2,400.00	Removal of two dead trees (Laurel Oak, Pine) as well as pine tree limbs
		06/04/2019	450.00	Removal, stumpgrinding and debris hauling - Pine behind fountain
		<b>YTD Expense Total</b>	<b>\$130,228.70</b>	
		<b>Encumbered</b>	<b>\$26,085.42</b>	
		<b>End Balance</b>	<b>\$11,585.88</b>	
<b>Signs/Walls 545270-004</b>				
		<b>Budget</b>	<b>\$500.00</b>	
	M&M FLAGS & BANNERS	11/28/2018	231.98	Two flags
		<b>YTD Expense Total</b>	<b>\$231.98</b>	
		<b>Encumbered</b>	<b>\$0.00</b>	
		<b>End Balance</b>	<b>\$268.02</b>	
<b>Contract Admin 530341</b>				
		<b>Budget</b>	<b>\$7,770.00</b>	
		03/04/2019	\$1,475.00	1st quarter
		03/31/2019	\$1,475.00	2nd quarter
		06/25/2019	\$1,475.00	3rd quarter
		<b>YTD Expense Total</b>	<b>\$4,425.00</b>	
		<b>Encumbered</b>	<b>\$1,475.00</b>	
		<b>End Balance</b>	<b>\$1,870.00</b>	



Account	Vendor	Date	Amount	
<b>Utilities 540430</b>		<b>Budget</b>	<b>\$65,120.00</b>	
	SEMINOLE COUNTY			
	(Irrigation for Howell Creek/Deer Run)	10/24/2018	18.34	
		11/14/2018	24.55	
		12/20/2018	38.04	
		01/23/2019	36.49	
		02/13/2019	37.65	
		03/19/2019	36.49	
		04/16/2019	37.46	
		05/15/2019	39.60	
		06/18/2019	39.21	
	CITY OF WINTER SPRINGS	10/12/2018	965.51	Vistawilla-Tuscora-Trotwood-Fountain
	(Irrigation)	10/17/2018	1,085.04	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountain
		11/16/2018	1,114.05	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		12/04/2018	1,016.74	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
		12/19/2018	1,151.64	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		12/19/2018	1,050.39	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
		01/11/2019	1,570.03	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		01/28/2019	1,162.47	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
		02/18/2019	1,446.97	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		02/20/2019	1,277.82	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
		03/14/2019	1,635.57	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		03/26/2019	1,008.54	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
		04/11/2019	1,544.26	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		04/22/2019	1,060.34	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
		05/16/2019	1,550.79	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		05/28/2019	776.27	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
		06/14/2019	10,651.46	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		06/14/2019	(9,205.80)	Leak adjustment credit
		06/24/2019	966.40	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
	DUKE ENERGY	11/27/2018	2,659.69	Low voltage entrance lighting-October
		11/28/2018	2,645.07	Low voltage entrance lighting-November
		12/27/2018	2,714.84	Low voltage entrance lighting-December
		01/29/2019	2,737.49	Low voltage entrance lighting-January
		02/26/2019	2,878.73	Low voltage entrance lighting-February
		03/26/2019	2,743.76	Low voltage entrance lighting-March
		04/26/2019	2,873.82	Low voltage entrance lighting-April
		05/28/2019	2,789.00	Low voltage entrance lighting-May
		06/25/2019	2,555.25	Low voltage entrance lighting-June
		<b>YTD Expense Total</b>	<b>\$46,733.97</b>	
		<b>Encumbered</b>	<b>\$0.00</b>	
		<b>End Balance</b>	<b>\$18,386.03</b>	
<b>Streetlights 540434</b>		<b>Budget</b>	<b>\$230,740.00</b>	
	DUKE ENERGY	11/27/2018	19,210.79	Streetlights-October
		11/28/2018	19,210.79	Streetlights-November
		12/27/2018	19,263.39	Streetlights-December
		01/29/2019	19,233.10	Streetlights-January
		02/26/2019	19,214.02	Streetlights-February
		03/26/2019	19,209.23	Streetlights-March
		04/26/2019	19,209.23	Streetlights-April
		05/28/2019	19,209.23	Streetlights-May
		06/25/2019	19,209.23	Streetlights-June
		<b>YTD Expense Total</b>	<b>\$172,969.01</b>	
		<b>Encumbered</b>	<b>\$0.00</b>	
		<b>End Balance</b>	<b>\$57,770.99</b>	

**CITY OF WINTER SPRINGS**  
**Fiscal Year 2019-2020 Budget**

**Special Assessment - TLBD Maint 160**

Assess Rate/Unit - \$120  
 Legal Maximum - \$128

<b>Account Number</b>	<b>Account Description</b>	<b>FY 16/17 Actual</b>	<b>FY 17/18 Actual</b>	<b>Original FY 18/19 Budget</b>	<b>Revised FY 18/19 Budget</b>	<b>FY 19/20 Budget</b>
	<b>SOURCES</b>					
325200	Charges for Services	\$509,452	\$509,599	\$507,549	\$507,549	\$507,548
369301	Settlement Insurance Proceeds	\$2,400	\$0	\$0	\$0	\$0
361100/361300	Investment	\$2,712	\$4,463	\$2,500	\$2,500	\$3,000
	<b>Total Revenues</b>	<b>\$514,564</b>	<b>\$514,062</b>	<b>\$510,049</b>	<b>\$510,049</b>	<b>\$510,548</b>
381262	From TLBD II DS	\$0	\$1,856	\$0	\$0	\$0
	<b>Total Transfers</b>	<b>\$0</b>	<b>\$1,856</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>TOTAL SOURCES</b>	<b>\$514,564</b>	<b>\$515,918</b>	<b>\$510,049</b>	<b>\$510,049</b>	<b>\$510,548</b>
	<b>APPLICATIONS</b>					
530340	Other Svcs	\$2,532	\$2,396	\$2,560	\$2,560	\$2,650
530341	Other Svcs - Contract / Admin	\$9,007	\$9,203	\$9,170	\$9,170	\$9,400
540430	Utilities	\$38,439	\$52,053	\$51,720	\$51,720	\$64,200
540434	Streetlights	\$228,522	\$230,013	\$232,440	\$232,440	\$232,200
545210	R&M Infra - Fountains	\$22,954	\$14,453	\$14,394	\$14,394	\$16,900
545270	R&M Infra - Grounds	\$206,610	\$176,559	\$176,400	\$176,400	\$181,850
555480	Promotional / Advertising	\$0	\$0	\$150	\$150	\$0
	<b>Total Operating</b>	<b>\$508,064</b>	<b>\$484,677</b>	<b>\$486,834</b>	<b>\$486,834</b>	<b>\$507,200</b>
591001	To General Fund	\$36,415	\$37,444	\$53,583	\$53,583	\$52,211
591410	To Water Sewer Utility	\$25,485	\$25,680	\$0	\$0	\$0
	<b>Total Transfers</b>	<b>\$61,900</b>	<b>\$63,124</b>	<b>\$53,583</b>	<b>\$53,583</b>	<b>\$52,211</b>
	<b>Total Capital</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>TOTAL APPLICATIONS</b>	<b>\$569,964</b>	<b>\$547,801</b>	<b>\$540,417</b>	<b>\$540,417</b>	<b>\$559,411</b>
	<b>CHANGE IN FUND BALANCE</b>					
	<b>FUND BALANCE - October 1</b>	<b>\$310,924</b>	<b>\$255,524</b>	<b>\$209,965</b>	<b>\$223,641</b>	<b>\$193,273</b>
	<b>Appropriation TO (FROM) Fund Balance</b>	<b>(\$55,400)</b>	<b>(\$31,883)</b>	<b>(\$30,368)</b>	<b>(\$30,368)</b>	<b>(\$48,863)</b>
	<b>FUND BALANCE - September 30</b>	<b>\$255,524</b>	<b>\$223,641</b>	<b>\$179,597</b>	<b>\$193,273</b>	<b>\$144,410</b>

CITY OF WINTER SPRINGS  
Fiscal Year 2019-2020 Budget

Special Assessment - TLBD I Capital/DS 261  
BB&T Bank Note  
Final Year FY 2030

Assess Rate/Unit - \$36  
Legal Maximum - \$43

Account Number	Account Description	\$36 FY 16/17 Actual	\$36 FY 17/18 Actual	\$36 Original FY 18/19 Budget	Revised FY 18/19 Budget	\$36 FY 19/20 Budget
<b>SOURCES</b>						
325100	* Capital Improvement	\$85,506	\$89,572	\$138,655	\$138,655	\$138,655
325300	Prepayments	\$0	\$0	\$0	\$0	\$0
369900	* Misc Revenue	\$6,525	\$5,354	\$0	\$0	\$0
361100/361300	* Investment	\$48,040	\$45,591	\$1,000	\$1,000	\$2,000
	<b>Total Revenues</b>	<b>\$140,071</b>	<b>\$140,517</b>	<b>\$139,655</b>	<b>\$139,655</b>	<b>\$140,655</b>
	<b>Total Transfers</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>TOTAL SOURCES</b>	<b>\$140,071</b>	<b>\$140,517</b>	<b>\$139,655</b>	<b>\$139,655</b>	<b>\$140,655</b>
<b>APPLICATIONS</b>						
530340	Other Svcs	\$691	\$653	\$750	\$750	\$750
530341	Other Svcs - Contract / Admin	\$3,293	\$3,404	\$3,620	\$3,620	\$3,620
	<b>Total Operating</b>	<b>\$3,984</b>	<b>\$4,057</b>	<b>\$4,370</b>	<b>\$4,370</b>	<b>\$4,370</b>
591001	To General Fund	\$500	\$500	\$500	\$500	\$500
	<b>Total Transfers</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>
570710	Principal	\$85,506	\$89,572	\$93,385	\$93,385	\$97,062
570720	Interest	\$47,161	\$44,316	\$41,350	\$41,350	\$38,260
	<b>Total Debt Service</b>	<b>\$132,667</b>	<b>\$133,888</b>	<b>\$134,735</b>	<b>\$134,735</b>	<b>\$135,322</b>
560650	Construction In Progress	\$20,993	\$14,952	\$0	\$0	\$0
	<b>Total Capital</b>	<b>\$20,993</b>	<b>\$14,952</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>TOTAL APPLICATIONS</b>	<b>\$158,144</b>	<b>\$153,397</b>	<b>\$139,605</b>	<b>\$139,605</b>	<b>\$140,192</b>
<b>CHANGE IN FUND BALANCE</b>						
	<b>FUND BALANCE - October 1</b>	<b>\$142,211</b>	<b>\$124,138</b>	<b>\$72,891</b>	<b>\$111,258</b>	<b>\$111,308</b>
	<b>Appropriation TO (FROM) Fund Balance</b>	<b>(\$18,073)</b>	<b>(\$12,880)</b>	<b>\$50</b>	<b>\$50</b>	<b>\$463</b>
	<b>FUND BALANCE - September 30</b>	<b>\$124,138</b>	<b>\$111,258</b>	<b>\$72,941</b>	<b>\$111,308</b>	<b>\$111,771</b>

\* Due to the structure of this debt service instrument, the FY2017 and FY2018 special assessment revenues are required by GASB to have the distinctive accounting treatment represented herein.



**SUNBURST TREES & LAWN CARE, INC.**

P.O. BOX 520085  
 LONGWOOD, FL 32752  
 USA

Voice: 407-767-0077

Fax: 407-767-9877

# QUOTATION

Quote Number: 3341

Quote Date: Jul 11, 2019

Page: 1

Quoted To:
CITY OF WINTER SPRINGS 1126 EAST SR 434 WINTER SPRINGS, FL 32708

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF WINTER SPRIN	8/10/19	C.O.D.	

Quantity	Item	Description	Unit Price	Amount
		***LANDSCAPING ENHANCEMENTS ALONG TIERED WALLS OF BOTH SIDES OF SUBDIVISION AT TUSKAWILLA ENTRY. INCLUDES LOWERING PLANT BED ELEVATION ALONG TIERED WALLS.***		
146.00	SNOW BUSH	SNOW BUSH	16.25	2,372.50
61.00	DIPLADENIA	DIPLADENIA	13.75	838.75
72.00	CROTON MAMMY	CROTON MAMMY	13.75	990.00
145.00	CROSSANDRA	CROSSANDRA	14.78	2,143.10
53.00	TI PLANT	TI "XEROX"	13.75	728.75
15.00	IRIS	APOSTLE IRIS	16.25	243.75
109.00	DURANTA	DURANTA #3	14.78	1,611.02
46.00	ARBORICOLA	ARBORICOLA	14.78	679.88
47.00	JASMINE MINIMA	JASMINE MINIMA	5.75	270.25
4,000.00	SOD	SQ. FT. ST. AUGUSTINE	0.75	3,000.00
80.00	PINE BARK	CUBIC YARDS OF PINE BARK	54.75	4,380.00
1.00	PREP WORK	LANDSCAPE PREP/LABOR/EQUIPMENT USAGE/DEBRIS REMOVAL	10,596.00	10,596.00
	NOTE (IRRIGATION)	+++PLEASE NOTE: THIS DOES NOT INCLUDE IRRIGATION INSTALLATION/ADJUSTMENTS THAT MIGHT BE NEEDED TO COVER NEW PLANT MATERIAL.+++		
			Subtotal	27,854.00
			Sales Tax	
			<b>TOTAL</b>	<b>27,854.00</b>



Jaime Beaulieu  
President / CEO  
Direct: (407) 562-6193  
E-Mail: Jaime@NaturesCareOrlando.com

Landscape | Lawn Maintenance | Irrigation | Fertilization

**Enhancement Proposal**  
**For**  
**CITY OF WINTER SPRINGS**

Fountain Area Enhancement  
North and South Side of Tuskawilla Road Fountain  
Option 1  
Winter Springs and Tuskawilla Road  
Winter Springs, FL 32708

**To:** Robert Maddox  
**From:** Jaime Beaulieu and Stefan Beaulieu  
**Date:** Thursday, July 11, 2019

**Description of Work:**

This proposal is generated to demo existing plant material around fountains, and tiered plantings and install new plant material to beautify the entrance of Tuskawilla and Winter Springs Blvd interchange.

**Scope of Work:**

- Mobilization of equipment, tools, and labor
- North Side Plantings List
  - 1 Gallon Material
    - (100) 4" Annuals
    - (46) Liriope Emerald Goddess
    - (10) Society Garlic
  - 3 Gallon Material
    - (1) Bromeliad Deep Orange / Yellow
    - (2) Bromeliad 'Malbec'
    - (99) Dwarf Podocarpus ' Pringles'
    - (60) Gold Mound Duranta
    - (21) Variegated Arboricola
    - (60) Giant Apostles Iris ' Regina'
    - (9) Hawaiian Ti 'Pringle'
  - Trees
    - (6) Double Reobellini - 8' ht
  - Supply and installation of (3) Pallets of St. Augustine Sod
  - Supply and installation of (3.5) Tons River jack 4"-5"
  - Supply and installation of (3) Florida Field Stone Boulder 2x2x2 (1.5) estimated tons
- South Side Plantings List
  - 1 Gallon Material
    - (100) 4" Pot Annuals
    - (68) Liriope Emerald Goddess
    - (30) Society Garlic
  - 3 Gallon Material
    - (60) Giant Apostles Iris ' Regina'
    - (108) Dwarf Podocarpus ' Pringles'
    - (60) Gold Mound Duranta
  - Trees
    - (5) Double Reobellini - 8' ht
  - Supply and installation of (2) Pallets of St. Augustine Sod
- Supply and Installation of (2) cubic yards of planting soil in annual bed areas
- Supply and Installation of (25) cubic yards of mulch in planting areas
- Demo of all existing plantings in tiered planting beds and removal of existing Holly and Blueberry trees

747 Commerce Circle, Suite A | Longwood, Florida 32750  
Office Phone: (407) 362-1649 | Office Fax: (321) 285-2151  
<http://www.naturescareorlando.com>





Jaime Beaulieu  
President / CEO  
Direct: (407) 562-6193  
E-Mail: [Jaime@NaturesCareOrlando.com](mailto:Jaime@NaturesCareOrlando.com)

## Landscape | Lawn Maintenance | Irrigation | Fertilization

- Regrade, remove, and haul excess soil from planting beds to establish proper grade
- Irrigation Labor, parts, and pieces to provide proper adjustments and coverage to new plantings
- Labor for general clean-up of work areas

### Proposal Notes and Clarifications:

- Irrigation system to be in proper working condition with sufficient volume and pressure prior to installation of plant material. No repair of connections or valves or controllers is included in this proposal.
- Season annuals included for this proposal only.
- Mulching included In this proposal is for new planting areas only.

**Total Project Costing: \$28,269.38**

\_\_\_\_\_  
Proposal Accepted By

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

Thank you for the opportunity to submit this proposal.  
Should you approve of this proposal, **please sign and email approved proposal to**  
**Contracts@NaturesCareOrlando.com.**

Proposals not received through this email may be subject to delay.

By signing this proposal, I hereby agree to pay all statements and/or invoices within ten (10) days of receipt and interest on any statements and/or invoices not paid within such period at the rate of 1 ½ percent (1 ½ %) per month until paid in full and I further agree to be responsible for any and all costs and fees, including but not limited to attorneys' fees and court costs incurred Nature's Care, Inc. in collecting any amounts due and owing under this contract.





Tuscawilla Lighting & Beautifying  
Winter Springs, FL  
(Option 1)

Landscape Enhancement Proposal



June 21, 2019

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

### **Landscape Enhancement Proposal for Tusawilla South Fountain**

Dear Kevin Maddox,

Thank you for the opportunity to present you with a landscape enhancement proposal for your property. We hereby propose to furnish in the utmost professional manner, all necessary labor and materials to perform the following work, as per BrightView Landscape Maintenance scope of work & specifications noted in the following pages. BrightView Landscape Maintenance's main objective is to exceed our customer's expectations and greatly enhance the aesthetic appeal of your property.

#### **This Landscape Enhancement Proposal Includes Services For the Following:**

- Landscape demolition of materials not to remain for the proposed design
- Installation of materials noted in the following pages (i.e. plants, mulch, sod etc.)
- Irrigation
- Fees associated with mobilization, delivery & disposal of materials.
- A post planting fertilizer application for all new plantings.







Work Area Map





Existing



BrightView



Example of Proposed Enhancement  
(Agapanthus Option)







Example of Proposed Enhancement  
(Duranta Option)

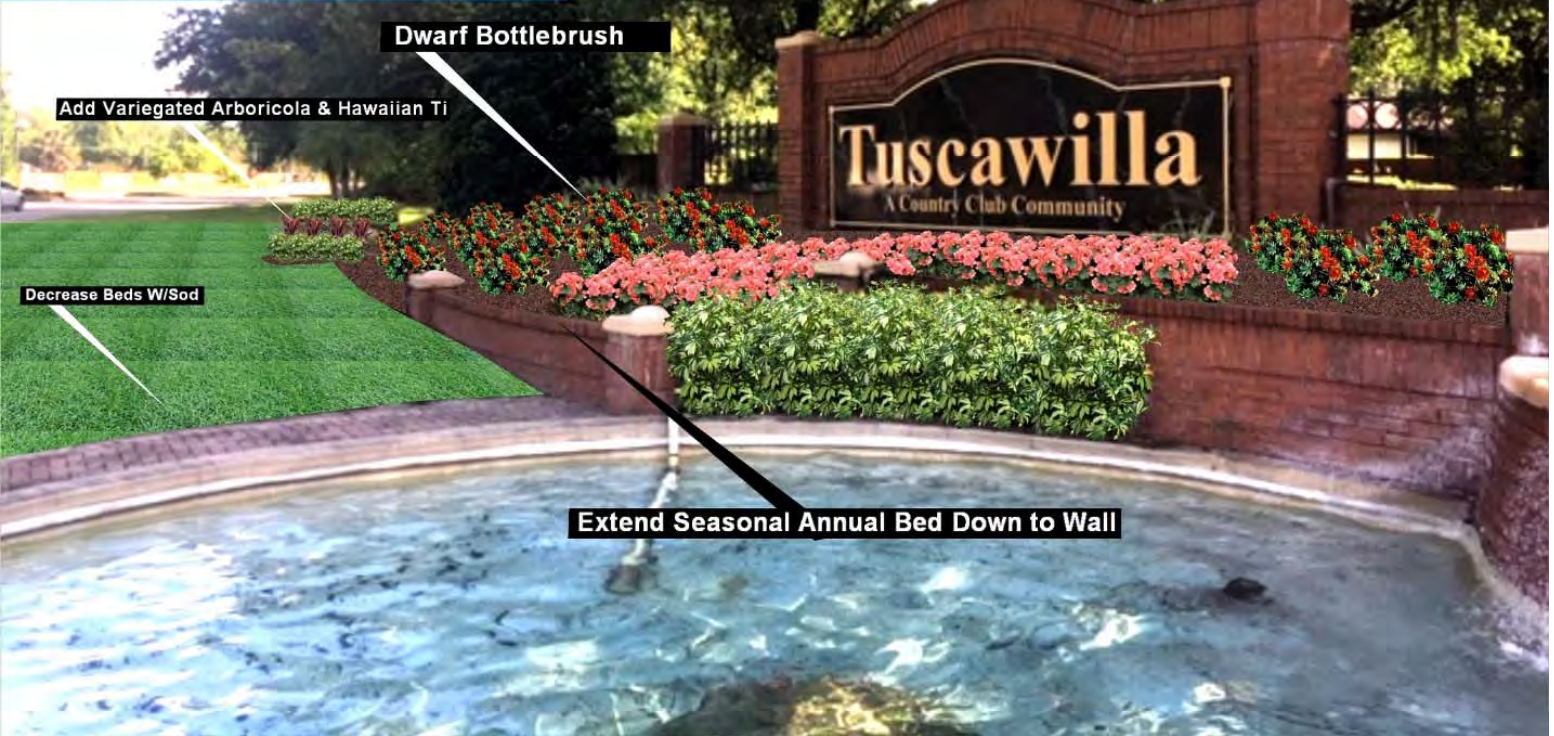




Existing



BrightView 



Example of Proposed Enhancement  
(Dwarf Bottlebrush Option)







Example of Proposed Enhancement  
(Phoenix roebelenii Option to replace Large Trees)



## Proposal for Extra Work at Tuscawilla Lighting and Beauti

Property Name	Tuscawilla Lighting and Beauti	Contact	Kevin Maddox
Property Address	District Maintenance Winter Springs & Tuskawilla Road Winter Springs , FL 32708	To	Winter Springs City of
		Billing Address	Urban Beautification Manager 1126 East State Rd 434 Winter Springs , FL 32708

Project Name            Tuskawilla Road Fountain (Tuskawilla Road) (Option 1)  
Project Description    Work Around Existing Landscape, Add New Plants & Materials

### Scope of Work

If Client Decides to Go with Dwarf Bottlebrush VS. Either Agapanthus or Duranta, Then Price would go up @ = \$30,600.98

QTY	UoM/Size	Material/Description	Total
<b>North Side / Plants &amp; Misc. Materials</b>			<b>\$10,935.23</b>
100.00	EACH	Seasonal Annuals - 4" (Addition to Existing)	
1.00	EACH	Bromeliad - Aechmea blanchetiana Deep Orange/Yellow - 10"	
2.00	EACH	Bromeliad - Imperialis 'Malbec' - 9"	
46.00	EACH	Liriope 'Emerald Goddess' - 1 Gal.	
10.00	EACH	Society Garlic - 1 Gal.	
99.00	EACH	Dwarf Podocarpus 'Pringles' - 3 Gal.	
60.00	EACH	Agapanthus africanus or Duranta 'Gold Mound' - 3 Gal.	
21.00	EACH	Variegated Arboicola - 3 Gal.	
60.00	EACH	Giant Apostles Iris 'Regina' - 3 Gal. @ 24" O.C.	
9.00	EACH	Hawaiian Ti 'Auntie Lou' - 3 Gal.	
1,200.00	SQUARE FEET	St. Augustine Sod - Installed	
3.50	TON	River Jacks 3-5" - Bulk Installed	
1.50	TON	Florida Fieldstone Boulder-(3 Boulders @ 2x2x2)	
6.00	EACH	Phoenix roebelenii "DOUBLE" - 6' B&B	
<b>South Side / Plant &amp; Misc. Materials</b>			<b>\$7,661.09</b>
100.00	EACH	Seasonal Annuals - 4" (Addition to Existing)	
68.00	EACH	Liriope 'Emerald Goddess' - 1 Gal.	
30.00	EACH	Society Garlic - 1 Gal.	
60.00	EACH	Giant Apostles Iris 'Regina' - 3 Gal. @ 24" O.C.	
108.00	EACH	Dwarf Podocarpus 'Pringles' - 3 Gal.	
60.00	EACH	Agapanthus africanus or Duranta 'Gold Mound' - 3 Gal.	
800.00	SQUARE FEET	St. Augustine Sod - Installed	

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
4777 Old Winter Garden Road, Orlando, FL 32811 ph. (407) 292-9600 fax (407) 291-4966

## Proposal for Extra Work at Tusawilla Lighting and Beauti

5.00	EACH	Phoenix roebelenii "DOUBLE" - 6' B&B	
<b>Labor &amp; Misc.</b>			<b>\$5,827.00</b>
80.00	HOUR	Enhancement Crew / Demo / Stump Removal of Hollies & Japanese Blueberries after Flush Cut	
1.00	LOAD	30/40 CUBIC YARD GREEN WASTE ONLY - Roll-Off/Dumpster	
25.00	CUBIC YARD	Mulch Installed - Mini Pine Bark (For Newly Planted & Disturbed Areas Only)	
2.00	CUBIC YARD	Seasonal Annual Soil	
<b>Irrigation</b>			<b>\$1,900.00</b>
1.00	LUMP SUM	Irrigation Retrofit	
<b>Tree Removals / Grading Beds North and South Fountains</b>			<b>\$4,167.86</b>
45.00	HOUR	Remove and grade excess of dirt on beds and haul it away	
1.00	LUMP SUM	Flush Cut of (3) Holly & (2) Japanese blueberry on South Fountain. Flush Cut of (3) Holly & (3) Japanese blueberry on North Fountain. Includes debris haul off.	

**\*\*Seasonal Annuals on this proposal are an ADDITION To the Existing Seasonal Annuals on Contract\*\*\***

**\*\*\*\*The irrigation Retro-Fit pricing stated in the proposal was based upon the existing system having sufficient pressure & volume to accommodate the new plantings. Any mainline, lateral supply lines, new valves, wire and or Controllers which may be necessary to provide sufficient coverage would be an extra price\*\*\***

**\*\*Mulch Quantity Listed is for New planted or Disturbed areas ONLY\*\***

For internal use only

**SO#** 6962805  
**JOB#** 460400196  
**Service Line** 130

**Total Price** \$30,491.18

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
4777 Old Winter Garden Road, Orlando, FL 32811 ph. (407) 292-9600 fax (407) 291-4966



## TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

### Customer

Landscape Manager

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Kevin Maddox June 21, 2019

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Jorge E Ochoa June 21, 2019

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job #: 460400196 Proposed Price: \$30,491.18

SO # 6962805



# Exclusions And Qualifications

## Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

## Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

## Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.
- Design Concepts provided represent plant material at a 1-2 year growth maturity and NOT at time of install.

## Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.
- The irrigation Retro-Fit pricing stated in the proposal was based upon the existing system having sufficient pressure & volume to accommodate the new plantings. Any mainline, lateral supply lines, new valves, wire and or Controllers which may be necessary to provide sufficient coverage would be an extra price

## Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year. Warranty will extend for as long as BrightView is retained as the maintenance provider.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)