



**CITY OF ALTAMONTE SPRINGS  
COMMISSION AGENDA  
OCTOBER 4, 2016**

7:00 P.M. REGULAR MEETING

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES OF REGULAR MEETING OF SEPTEMBER 20, 2016

INFORMAL COMMUNICATIONS FROM THE FLOOR

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1. PRESENTATION Lifesaving and Community-Oriented Partnership Service Award
2. PUBLIC HEARING (1<sup>ST</sup> READING) Ordinance No. 1702-16 – Request to Annex 1355 East Altamonte Drive
3. PUBLIC HEARING (1<sup>ST</sup> READING) Ordinance No. 1705-16 – Request to Annex 1390 East Altamonte Drive
4. REQUEST FOR APPROVAL Intent to Annex – 704 W. State Road 436
5. PUBLIC HEARING (1<sup>ST</sup> READING) Ordinance No. 1710-16 – amending Ordinance 1671-13 to reflect the fictitious name filing by Progressive Waste Solutions of FL, Inc.
6. PUBLIC HEARING Resolution No. 1330 – amendment to General Employees Investment Plan
7. REQUEST FOR APPROVAL Charitable Organization Funding for 2016/2017
8. REQUEST FOR APPROVAL Undeclared Holiday
9. FINANCE ITEMS
  - A. Eastmonte Park Baseball Lighting, Fields 3 and 4, contract RFP1314-8 – Approve final payment to Musco Sports Lighting, LLC in the amount of \$57,623.00 and accept the closeout documents

9. FINANCE ITEMS (Continued)
- B. Westmonte Park Reconstruction, Contract AP13048A08 – Approve Change Order No. 3 in the amount of \$333,920.59 with Bentley Architects & Engineers
  - C. Solicitation Award – RFP-16-040-BK for Professional Engineering Services – SR 436 East Pedestrian – Approve RFP-16-018-BK Evaluation Committee’s ranking, authorize staff to negotiate a contract with the top ranked firm, Vanasse Hangen Brustlin, Inc., and authorize the Mayor to execute the final negotiated contract
  - D. City surplus equipment and machinery – Declare the list of property as surplus as required by Florida State Statute 274.07 and approve disposal at public auction
  - E. Cranes Roost Park Rehabilitation and Enhancements, Contract RFP14031 – Approve the Change Order in the amount of \$1,578,264.02 with Wharton-Smith, Inc.
  - F. Waive Formal Solicitation and Approve Sole Source – Rebuild Vac-Con Truck (Vehicle 2314 / Asset 0002901 – Waive the formal solicitation process and approve Southern Sewer Equipment Sales and Services, Inc., as the sole source provider for \$85,000.00 but up to \$150,000 if additional work is needed

Persons with disabilities needing assistance in participating in any of these proceedings should contact the City Clerk Department ADA Coordinator 48 hours in advance of the meeting at 407-571-8122 (Voice) or 407-571-8126 (TDD).

Persons are advised if they wish to appeal any decision made at the hearing/meetings, they will need to ensure that a verbatim record of the proceedings is made which includes the testimony evidence upon which the appeal is to be based, per Chapter 286.0105, Laws of Florida. The City of Altamonte Springs does not provide this verbatim record.



## REGULAR MEETING OF THE CITY COMMISSION SEPTEMBER 20, 2016

Pursuant to due notice, a regular meeting of the Commission of the City of Altamonte Springs, Seminole County, was held at 225 Newburyport Avenue, in said City on September 20, 2016 at 7:00 p.m.

**PRESENT:** Mayor Bates, Commissioners Batman, Hussey, Reece and Wolfram

**ALSO PRESENT:**

Frank Martz	-	City Manager
Skip Fowler	-	City Attorney
Angela Apperson	-	City Clerk
Mark DeBord	-	Finance Director
John Sember	-	Growth Management Director
Tim Wilson	-	Director of Mobility
Daniel Smutz	-	Chief of Police
Ed Torres	-	Public Works Director
Larry DiGioia	-	Information Services Director

Mayor Bates called the meeting to order at 7:00 p.m.

**INVOCATION:** A moment of silence was observed.

**PLEDGE OF ALLEGIANCE:** Mayor Bates led the Pledge of Allegiance.

**APPROVAL OF MINUTES:**

**Motion:** by Commissioner Wolfram, seconded by Commissioner Hussey, to approve the minutes of the Regular City Commission Meeting of September 6, 2016. The motion carried unanimously.

**INFORMAL COMMUNICATION FROM THE FLOOR:** None

- PUBLIC HEARING** Adoption of the Annual Budget for Fiscal Year 2016/2017

Mayor Bates announced this is a public hearing to hear and consider comments and questions regarding the proposed annual budget for the coming fiscal year. Finance Director DeBord stated the tentative tax rate of 3.1 mills, is 0.1102 mills or 3.69% greater than the rolled-back rate of 2.9898 mills. Mr. DeBord presented a brief outline

of the proposed balanced budget. Mayor Bates opened the floor to hear public comments/questions. No members of the public appeared before the Commission. Mayor Bates closed the hearing to public participation and opened the hearing to consider City Commission comments/questions.

**Motion:** by Commissioner Hussey, seconded by Commissioner Reece, to adopt Resolution No. 1328 levying a rate of 3.1 mills as the Final Millage Rate for Fiscal Year 2016/17. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – yes; Mayor Bates – yes. The motion carried 5-0, after a roll call vote.

**Motion:** by Commissioner Batman, seconded by Commissioner Hussey, to adopt Resolution No. 1329 establishing the Annual Budget for Fiscal Year 2016/17. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – yes; Mayor Bates – yes. The motion carried 5-0, after a roll call vote.

Mayor Bates indicated the City has adopted a property tax rate of 3.1 mills as the final millage rate for Fiscal Year 2016/2017. City Manager Martz congratulated Finance Director DeBord and his team for completing the budget while at the same time working with the new software. Mayor Bates expressed appreciation to all Staff Members for the Budget.

**2. REQUEST FOR APPROVAL** City's Defined Contribution Pension Plans – Investment Policy Statement

**Motion:** by Commissioner Hussey, seconded by Commissioner Wolfram, to adopt the Investment Policy Statement. The motion carried unanimously.

**3. REQUEST FOR APPROVAL** Traffic Signal at Montgomery Road and Oak Drive, Contract IFB600940B – Approve final payment to Chinchor Electric, Inc. in the amount of \$152,801.16 and accept the closeout documentation

**Motion:** by Commissioner Wolfram, seconded by Commissioner Batman, to approve final payment to Chinchor Electric, Inc. in the amount of \$152,801.16 and accept the closeout documentation. The motion carried unanimously.

**INFORMAL COMMUNICATION FROM THE FLOOR:** None

**REPORTS:**

**CITY MANAGER FRANK MARTZ** explained the Seminole County School Board is forming an advisory committee related to alternative impact fee statements/studies. City Manager Martz recommended Mr. Bruce Doig as the City's representative, to which the Commission Members agreed.

**COMMISSIONER BATMAN** complimented Leisure Services Staff Members for the outstanding Volunteer Appreciation Event at the Hilton.

**COMMISSIONER REECE** echoed the compliments and noted Jerry Sullivan and Eveline Bennett's roll in the event.

**MAYOR BATES:**

- Provided “Kudos” to everyone who was involved in the Volunteer Appreciation night.
- Provided an update on the Tunnels to Towers 5K run, where there were approximately 1,000 participants; Police Chief Smutz was the first person to finish from his team and what an honor it was to have the Police Officers representing the City. Mayor Bates provided compliments to the event coordinators and expressed appreciation for the event being in the City.

The meeting adjourned at 7:14 p.m.

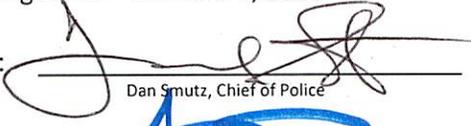
ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



Meeting Date: October 4, 2016

From:   
Dan Smutz, Chief of Police

Approved:   
Franklin W. Martz II, City Manager

Official Use Only

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Life Saving and Community-Oriented Partnership Service Award

**SUMMARY EXPLANATION & BACKGROUND:**

On June 17, 2016, the Altamonte Springs Police Department responded to a fire on Northlake Boulevard. When Officers Kimberly Simmonds and Timothy Knoeller arrived, they saw smoke and flames coming out of an apartment. Both officers heard a man's voice inside and were able to enter through a rear door of the residence. Despite the thick smoke, both officers crawled through the apartment and searched for the male. Upon locating him, they realized that he was trapped in a hallway with the fire blocking his path to get out. The officers continued to talk to the man until Fire Recue arrived, extinguished the fire and got him out. Firefighters acknowledged the officers' efforts in locating and keeping a dialog with the resident, assisting them in their response in attacking the fire and reaching the resident in time to save his life.

Involved in the same incident was twelve-year-old Dacqurri Davis who was on the couch in the living room when he observed his grandfather light a cigarette. His grandfather's oxygen mask was in the vicinity, a spark ignited a fire in the mask's tubing and, upon reaching the oxygen tank, blew up and resulted in the apartment fire. Dacqurri saw the fire start, ran to the bedroom and woke up his grandmother. Both tried to get the grandfather out of the apartment but the fire and smoke were too thick. Dacqurri and his grandmother got out and immediately called 9-1-1. As a result of Dacqurri's quick thinking, all residents ultimately survived.

The Altamonte Springs Police Department would like to award Officer Kimberly Simmonds and Officer Timothy Knoeller with the Department's Life-Saving Award for their courageous actions. In addition, the Police Department would like to recognize Dacqurri Davis for his quick-thinking and heroic efforts by awarding him with the Community-Oriented Partnership Service Award.

**FISCAL INFORMATION:** None

**RECOMMENDED ACTION:** Present the Altamonte Springs Police Department's Life Saving Award to Officers Kimberly Simmonds and Timothy Knoeller and present the Community-Oriented Partnership Service Award to Dacqurri Davis.

Initiated by: Edna Sanchez, Police Department



Meeting Date: October 4, 2016

From:

  
John Sember, Growth Management Director

Approved:

  
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Ordinance No. 1702-16 (1<sup>st</sup> reading) - Request to Annex 1355 East Altamonte Drive

**SUMMARY EXPLANATION & BACKGROUND:**

The owner of 1355 East Altamonte Drive has submitted an application for annexation of the property into the municipal boundaries of the City of Altamonte Springs. The purpose of the annexation request is to obtain City utility services. The owner has also requested City future land use and zoning for the property, which will be presented to the City Commission as separate ordinances after the annexation has been completed. A vicinity map is attached.

The property is approximately 0.259 acres and contains one building from which a radio broadcasting studio is being operated by Q Broadcasting.

At its July 13, 2016 meeting, the Planning Board recommended approval of the requested annexation.

**FISCAL INFORMATION:** Not Applicable

**RECOMMENDED ACTION:** APPROVE Ordinance No. 1702-16 on first reading and SET second reading for October 18, 2016.

**ORDINANCE NO.: 1702-16**

**AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA ANNEXING INTO AND INCLUDING WITHIN THE CORPORATE AREA AND LIMITS OF THE CITY THE PORTIONS AND AREAS OF LAND SITUATE AND BEING IN SEMINOLE COUNTY, FLORIDA, GENERALLY DESCRIBED AS THAT PROPERTY LOCATED AT 1355 EAST ALTAMONTE DRIVE, TOGETHER WITH THE ABUTTING REAL PROPERTY EXTENDING TO THE CENTERLINE OF THE SURROUNDING RIGHTS-OF-WAY OF EAST ALTAMONTE DRIVE (STATE ROAD 436) TO THE SOUTH AND AMANDA STREET TO THE NORTH, AND MORE PARTICULARLY DESCRIBED HEREIN; REDEFINING THE CORPORATE LIMITS OF ALTAMONTE SPRINGS, FLORIDA, TO INCLUDE SAID LAND IN THE CITY; PROVIDING FOR AMENDMENT OF THE CITY MAP TO INCLUDE THE LAND ANNEXED HEREBY; PROVIDING FOR CONFLICTS, SEVERABILITY, STATUTORY NOTIFICATION REQUIREMENTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Altamonte Springs, Florida has determined that it is in the public interest to annex the property located at 1355 East Altamonte Drive into the Corporate Limits of the City.

**NOW THEREFORE, BE IT ENACTED BY THE CITY OF ALTAMONTE SPRINGS, FLORIDA AS FOLLOWS:**

**SECTION ONE:** That the following described property being and situate in Seminole County, Florida to wit:

The Property depicted and described on the Sketch of Description attached hereto as **Exhibit "A"**,

Together with the abutting real property extending to the centerline of the surrounding rights-of-way of East Altamonte Drive (State Road 436) to the south and Amanda Street to the north

be and the same is hereby annexed into and made a part of the City of Altamonte Springs, Florida, pursuant to petition of the property owners and the voluntary annexing provisions of Section 171.044, Florida Statutes, and other applicable laws. A map which clearly shows the annexed property is attached hereto as Exhibit "B" and by this reference made a part hereof.

**SECTION TWO:** That the corporate limits of the City of Altamonte Springs, Florida, be and the same are hereby redefined so as to include said lands described above and hereby annexed.

**SECTION THREE:** That the City Clerk is hereby directed to amend the Official City Map of the City of Altamonte Springs, Florida, to include the annexed property described in this ordinance.

**SECTION FOUR:** That if any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

**SECTION FIVE:** Notice of this ordinance has been provided to Seminole County as required and the City Clerk is hereby directed to provide a copy of this ordinance to the Florida Department of State, Clerk of the Circuit Court and

Seminole County Chief Administrative Officer as required in Section 171.044, Florida Statutes.

**SECTION SIX:** Any and all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION SEVEN:** This ordinance shall be published and posted as provided by law and shall take effect immediately upon becoming a law.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016**

FIRST READING: \_\_\_\_\_

ADVERTISED: \_\_\_\_\_

Certified Mail Notice to Seminole County Board of County Commissioners: September 1, 2016

\_\_\_\_\_  
PAT BATES, MAYOR  
CITY OF ALTAMONTE SPRINGS, FLORIDA

ATTEST:

\_\_\_\_\_  
ANGELA M. APPERSON, CITY CLERK

Approved as to form and legality  
for use and reliance of the City  
of Altamonte Springs, Florida

\_\_\_\_\_  
JAMES A. FOWLER, CITY ATTORNEY

# SKETCH OF DESCRIPTION

## DESCRIPTION

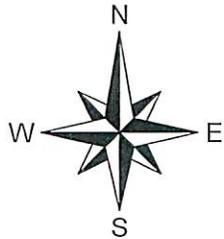
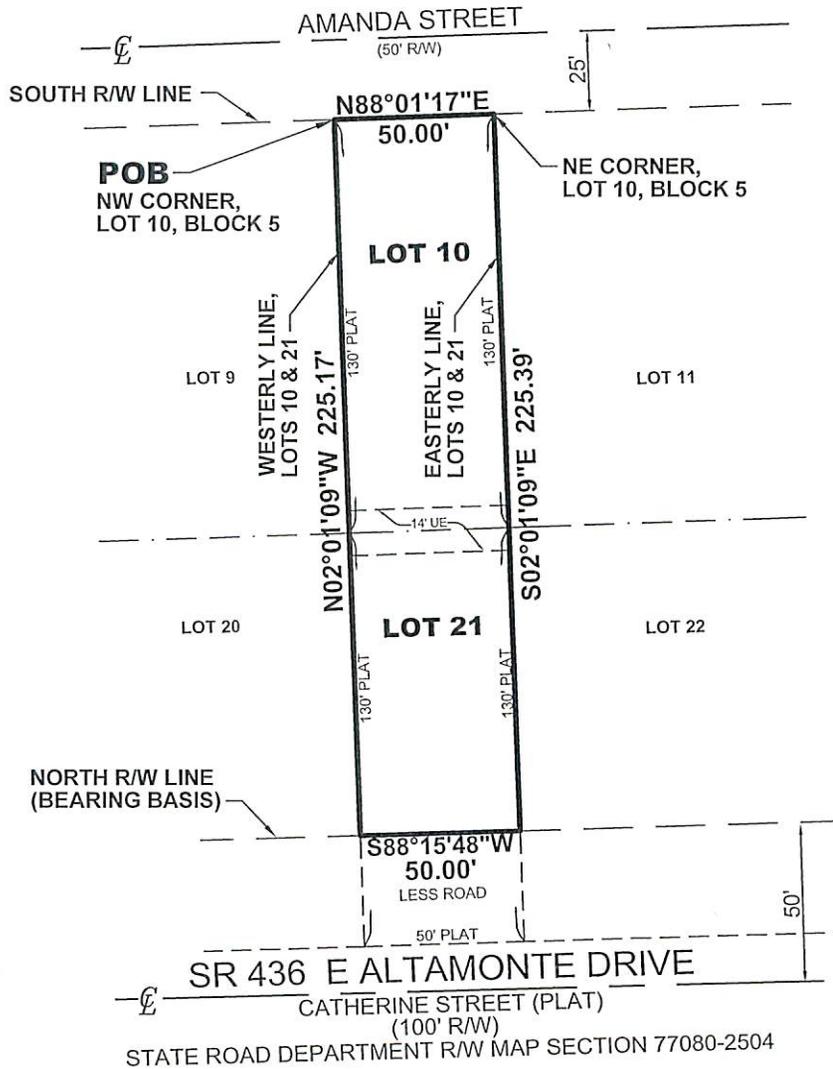
Exhibit "A" to Ord 1702-16

Page 1 of 1

LOTS 10 AND 21, BLOCK 5, LAKEVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 10, BLOCK 5, LAKEVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N88°01'17"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF AMANDA STREET, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE S02°01'09"E, ALONG THE EAST LINE OF SAID LOT 10 AND LOT 21, SAID BLOCK 5, A DISTANCE OF 225.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E ALTAMONTE DRIVE (ALSO KNOWN AS STATE ROAD 436), AS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 77080-2504; THENCE; THENCE S88°15'48"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO THE WEST LINE OF SAID LOT 21; THENCE N02°01'09"W, ALONG SAID WEST LINE OF LOT 21 AND THE WEST LINE OF SAID LOT 10, A DISTANCE OF 225.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 11,264 SQUARE FEET OR 0.259 ACRES, MORE OR LESS.



JOB #44845	THIS SKETCH IS NOT A BOUNDARY SURVEY.	REVISIONS:
CF# SC5-14 LOT10&21 BLK5 LESS (SOD)	PREPARED FOR: Q BROADCASTING	
DATE: 5/02/2016	BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED	
SCALE: 1" = 60'	NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436 (E ALTAMONTE DRIVE),	
DRAWN BY: YEB	BEING: N88°15'48"E (ASSUMED).	

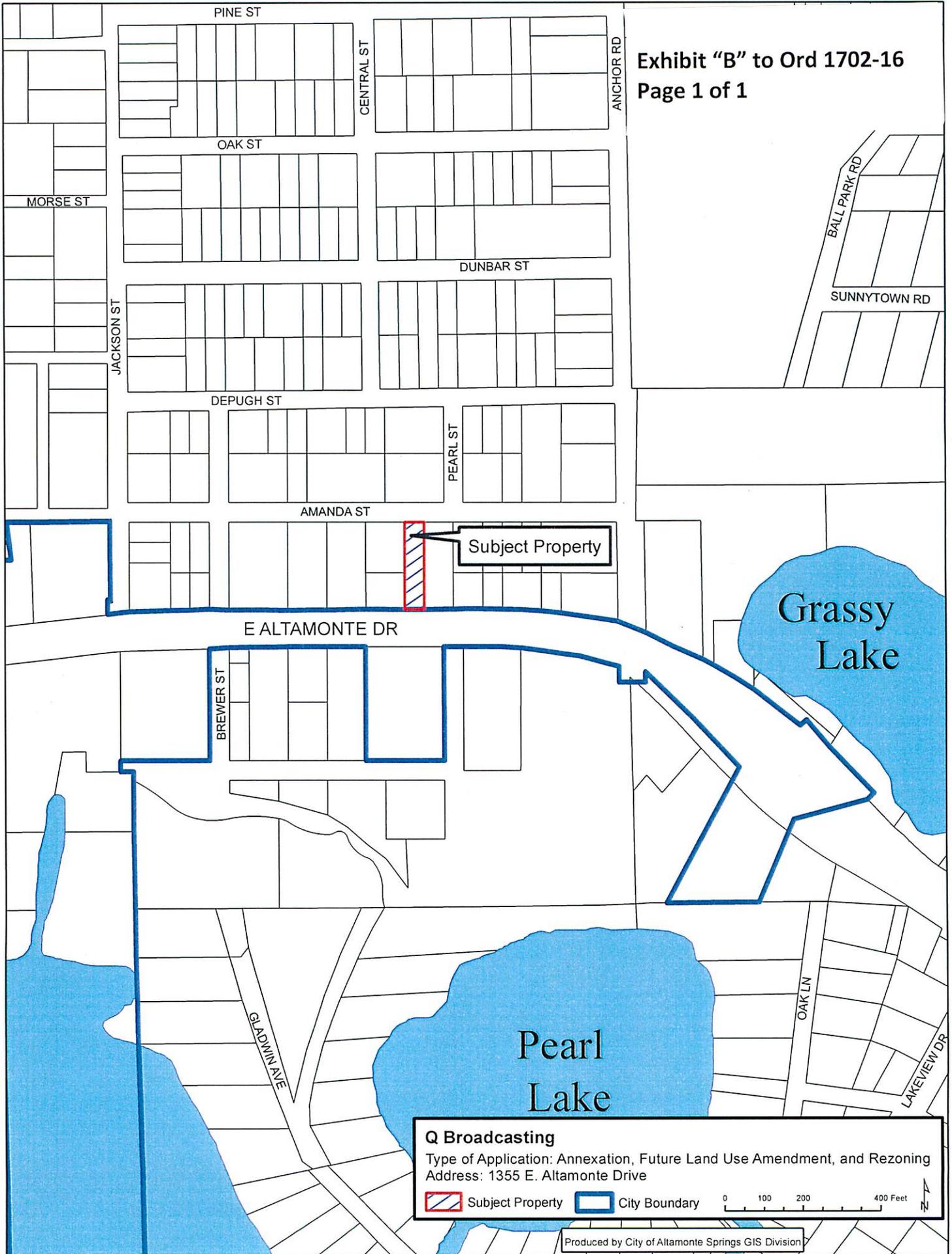
THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

*[Signature]*  
**JAMES D. BRAY PSM 6507**  
 \*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.\*



**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	IR	- IRON ROD
CALC	- CALCULATED	L	- ARC LENGTH
CBW	- CONCRETE BLOCK WALL	MEAS	- MEASURED
CLF	- CHAIN LINK FENCE	MS	- METAL SHED
CM	- CONCRETE MONUMENT	N&D	- NAIL & DISK
CP	- CONCRETE PAD	ORB	- OFFICIAL RECORDS BOOK
CONC	- CONCRETE	P&M	- PLAT & MEASURED
COVD	- COVERED	PB	- PLAT BOOK
CW	- CONCRETE WALKWAY	PC	- POINT OF CURVATURE
D	- CENTRAL ANGLE	PG	- PAGE
DB	- DEED BOOK	POB	- POINT OF BEGINNING
DE	- DRAINAGE EASEMENT	POC	- POINT OF COMMENCEMENT
DW	- DRIVEWAY	R/W	- RIGHT OF WAY
E/P	- EDGE OF PAVEMENT	R	- RADIUS
ESMT	- EASEMENT	TYP	- TYPICAL
FFE	- FINISHED FLOOR ELEVATION	UB	- UTILITY BOX
FND	- FOUND	UE	- UTILITY EASEMENT
IP	- IRON PIPE	WF	- WOOD FENCE



**Q Broadcasting**  
Type of Application: Annexation, Future Land Use Amendment, and Rezoning  
Address: 1355 E. Altamonte Drive

Subject Property    City Boundary

0    100    200    400 Feet

Produced by City of Altamonte Springs GIS Division



Meeting Date: October 4, 2016

From: \_\_\_\_\_

*John Sembler*  
John Sembler, Growth Management Director

Approved: \_\_\_\_\_

*Franklin W. Martz, II*  
Franklin W. Martz, II, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Ordinance No. 1705-16 (1<sup>st</sup> reading) - Request to Annex 1390 East Altamonte Drive

**SUMMARY EXPLANATION & BACKGROUND:**

The owner of 1390 East Altamonte Drive has submitted an application for annexation of the property into the municipal boundaries of the City of Altamonte Springs. The purpose of the annexation request is to fulfill obligations found in the Annexation Agreement between the property owner and the City. The owner has also requested City future land use and zoning for the property, which will be presented to the City Commission as separate ordinances after the annexation has been completed. A vicinity map is attached.

The property is approximately 1.705 acres and contains a convenience store and fuel station operated by Wawa, Inc.

At its August 10, 2016 meeting, the Planning Board recommended approval of the requested annexation.

**FISCAL INFORMATION:** Not Applicable

**RECOMMENDED ACTION:** APPROVE Ordinance No. 1705-16 on first reading and SET second reading for October 18, 2016.

**ORDINANCE NO.: 1705-16**

**AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA ANNEXING INTO AND INCLUDING WITHIN THE CORPORATE AREA AND LIMITS OF THE CITY THE PORTIONS AND AREAS OF LAND SITUATE AND BEING IN SEMINOLE COUNTY, FLORIDA, GENERALLY DESCRIBED AS THAT PROPERTY LOCATED AT 1390 EAST ALTAMONTE DRIVE, TOGETHER WITH THE ABUTTING REAL PROPERTY EXTENDING TO THE CENTERLINE OF THE SURROUNDING RIGHT-OF-WAY OF EAST ALTAMONTE DRIVE (STATE ROAD 436) TO THE NORTH, AND MORE PARTICULARLY DESCRIBED HEREIN; REDEFINING THE CORPORATE LIMITS OF ALTAMONTE SPRINGS, FLORIDA, TO INCLUDE SAID LAND IN THE CITY; PROVIDING FOR AMENDMENT OF THE CITY MAP TO INCLUDE THE LAND ANNEXED HEREBY; PROVIDING FOR CONFLICTS, SEVERABILITY, STATUTORY NOTIFICATION REQUIREMENTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Altamonte Springs, Florida has determined that it is in the public interest to annex the property located at 1390 East Altamonte Drive into the Corporate limits of the City.

**NOW THEREFORE, BE IT ENACTED BY THE CITY OF ALTAMONTE SPRINGS, FLORIDA AS FOLLOWS:**

**SECTION ONE:** That the following described property being and situate in Seminole County, Florida to wit:

The Property depicted and described on the Sketch of Description attached hereto as **Exhibit "A"**,

Together with the abutting real property extending to the centerline of the surrounding right-of-way of East Altamonte Drive (State Road 436) to the north

be and the same is hereby annexed into and made a part of the City of Altamonte Springs, Florida, pursuant to petition of the property owners and the voluntary annexing provisions of Section 171.044, Florida Statutes, and other applicable laws. A map which clearly shows the annexed property is attached hereto as **Exhibit "B"** and by this reference made a part hereof.

**SECTION TWO:** That the corporate limits of the City of Altamonte Springs, Florida, be and the same are hereby redefined so as to include said lands described above and hereby annexed.

**SECTION THREE:** That the City Clerk is hereby directed to amend the Official City Map of the City of Altamonte Springs, Florida, to include the annexed property described in this ordinance.

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**SECTION FIVE:** Notice of this ordinance has been provided to Seminole County as required and the City Clerk is hereby directed to provide a copy of this ordinance to the Florida Department of State, Clerk of the Circuit Court and

Seminole County Chief Administrative Officer as required in Section 171.044, Florida Statutes.

**SECTION SIX:** Any and all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION SEVEN:** This ordinance shall be published and posted as provided by law and shall take effect immediately upon becoming a law.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

FIRST READING: \_\_\_\_\_

ADVERTISED: \_\_\_\_\_

Certified Mail Notice to Seminole County Board of County Commissioners: \_\_\_\_\_

\_\_\_\_\_  
PAT BATES, MAYOR  
CITY OF ALTAMONTE SPRINGS, FLORIDA

ATTEST:

\_\_\_\_\_  
ANGELA M. APPERSON, CITY CLERK

Approved as to form and legality  
for use and reliance of the City  
of Altamonte Springs, Florida

\_\_\_\_\_  
JAMES A. FOWLER, CITY ATTORNEY

# SKETCH OF DESCRIPTION

PROJECT: WAWA ANCHOR ROAD

PURPOSE: LOT 1

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

Exhibit "A" to Ord 1705-16

Page 1 of 2

## DESCRIPTION:

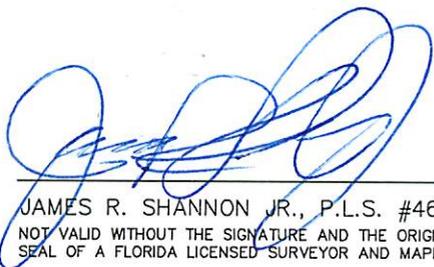
LOT 1, ANCHOR ROAD PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 79, PAGES 53 THROUGH 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, ANCHOR ROAD PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 79, PAGES 53 THROUGH 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S88°03'28"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 240.54 FEET; THENCE RUN N01°56'12"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 339.30 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1096.28 FEET, SAID CURVE BEING THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 436 AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NUMBER 77080-2504; THENCE FROM A RADIAL BEARING OF S03°01'43"W RUN EASTERLY ALONG THE ARC OF SAID CURVE AND SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 07°20'59", AN ARC DISTANCE OF 140.63 FEET, HAVING A CHORD BEARING OF S83°17'47"E AND A CHORD DISTANCE OF 140.53 FEET, TO A POINT OF NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 523.69 FEET; THENCE FROM A RADIAL BEARING OF S15°44'47"W CONTINUE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD 436 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°52'27", AN ARC DISTANCE OF 81.11 FEET, HAVING A CHORD BEARING OF S69°49'00"E AND A CHORD DISTANCE OF 81.03 FEET; THENCE RUN S01°56'32"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 61.64 FEET; THENCE RUN N87°05'25"E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 22.69 FEET; THENCE RUN S02°54'35"E ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 226.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 74,277 SQUARE FEET, OR 1.705 ACRES, MORE OR LESS.

## SURVEYORS NOTES

1. Bearings based on the South line of Lot 1 as being S88°03'28"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.



JAMES R. SHANNON JR., P.L.S. #4671  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2045  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 05/20/2016

DRAWN BY: BP SCALE: 1" = 100'

WAWA ANCHOR RD-LOT1 SKETCH

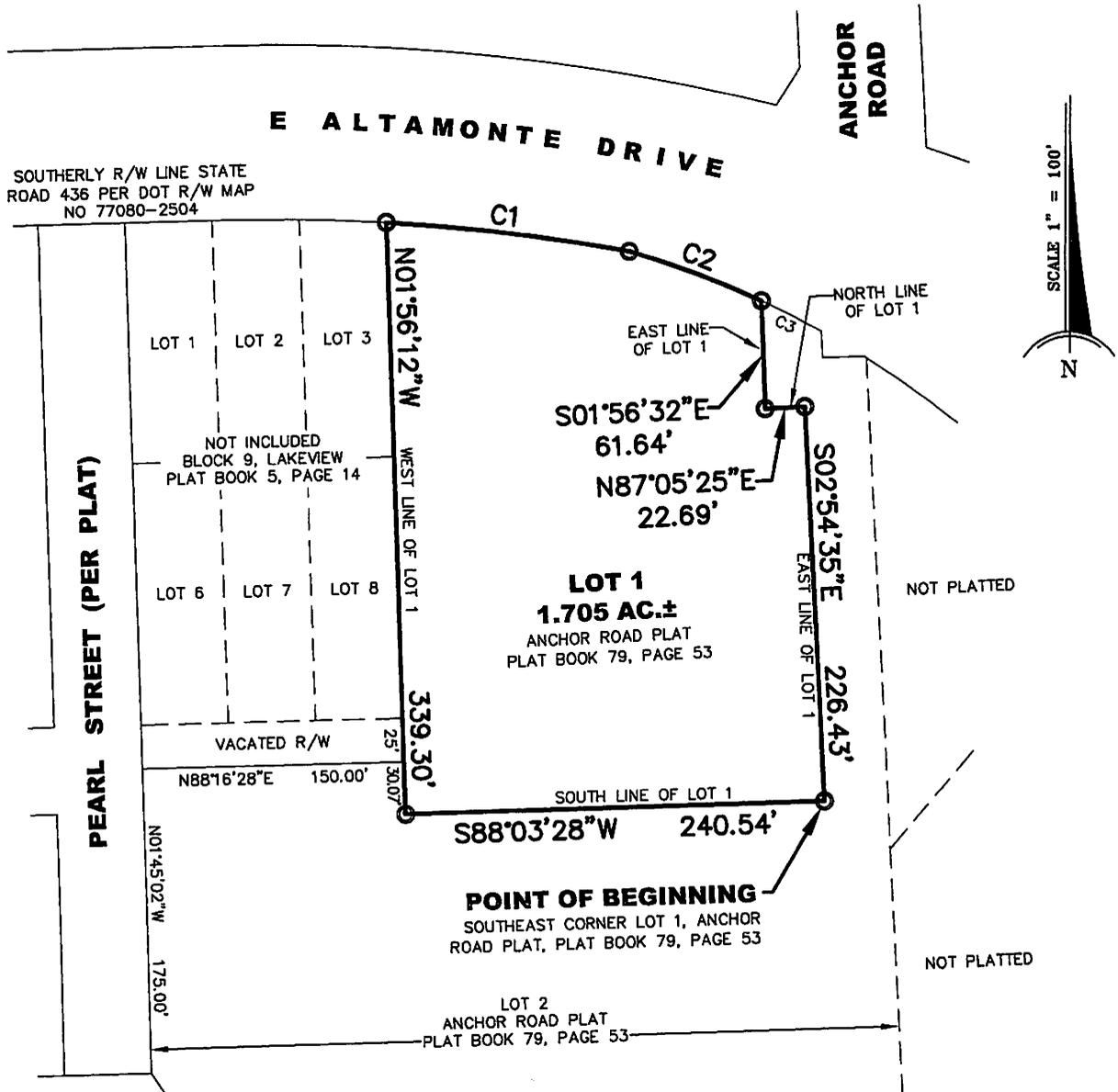
SHEET 1 OF 2

# SKETCH OF DESCRIPTION

PROJECT: WAWA ANCHOR ROAD  
PURPOSE: LOT 1

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 1

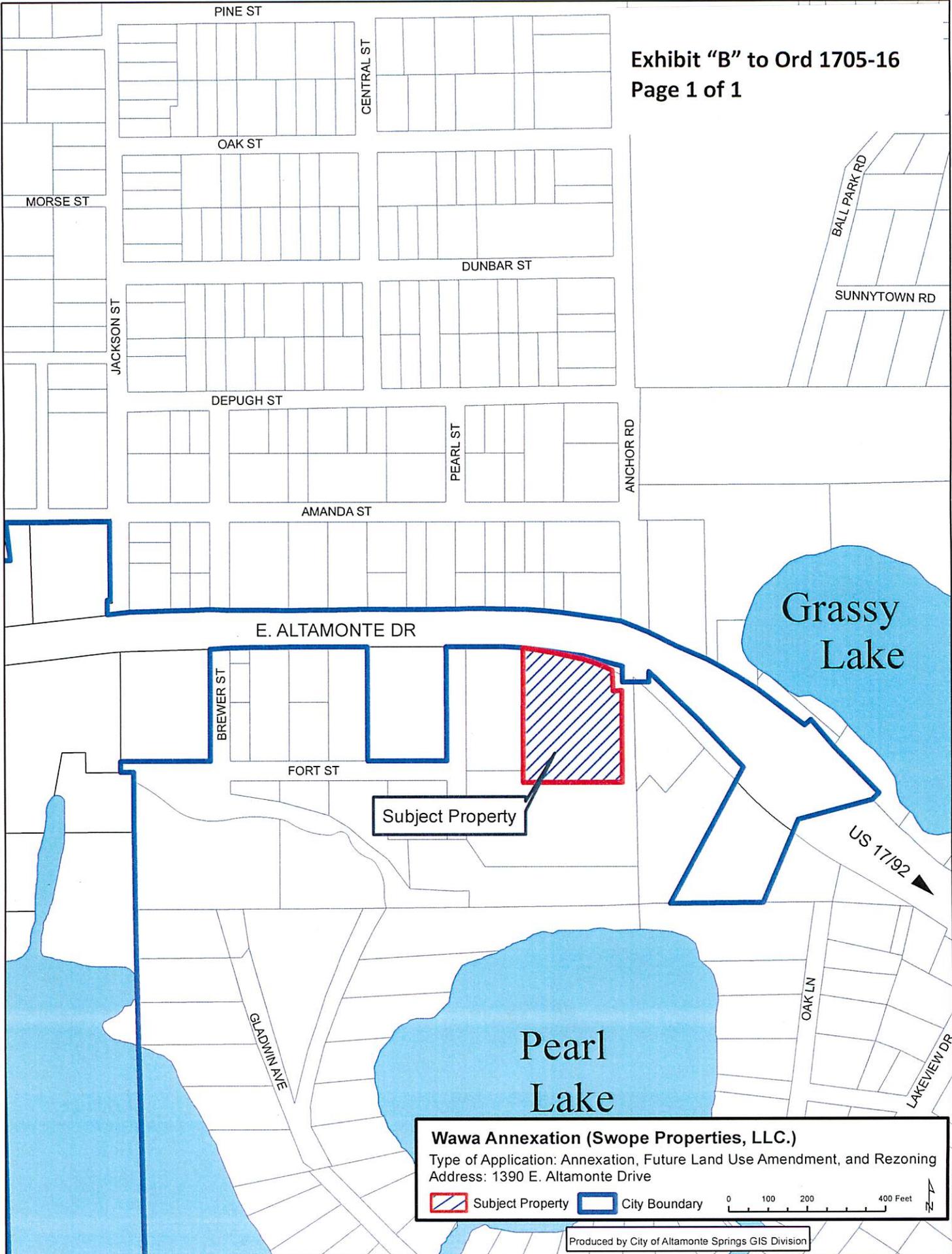
Exhibit "A" to Ord 1705-16  
Page 2 of 2



CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	CH. BEARING	CHORD	RAD. BEARING
C1	1096.28'	07°20'59"	140.63'	S83°17'47"E	140.53'	S03°01'43"W
C2	523.69'	08°52'27"	81.11'	S69°49'00"E	81.03'	S15°44'47"W
C3	523.69'	04°12'00"	38.39'	S63°16'47"E	38.38'	S24°37'13"W

SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2045  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 05/20/2016  
DRAWN BY: BP SCALE: 1" = 100'  
WAWA ANCHOR RD-LOT1 SKETCH  
SHEET 2 OF 2



**Wawa Annexation (Swope Properties, LLC.)**  
Type of Application: Annexation, Future Land Use Amendment, and Rezoning  
Address: 1390 E. Altamonte Drive

 Subject Property  City Boundary

0 100 200 400 Feet

Produced by City of Altamonte Springs GIS Division



Meeting Date: October 4, 2016

From: John Sember  
John Sember, Growth Management Director

Approved: Franklin W. Martz, II  
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** INTENT TO ANNEX – 704 W. State Road 436

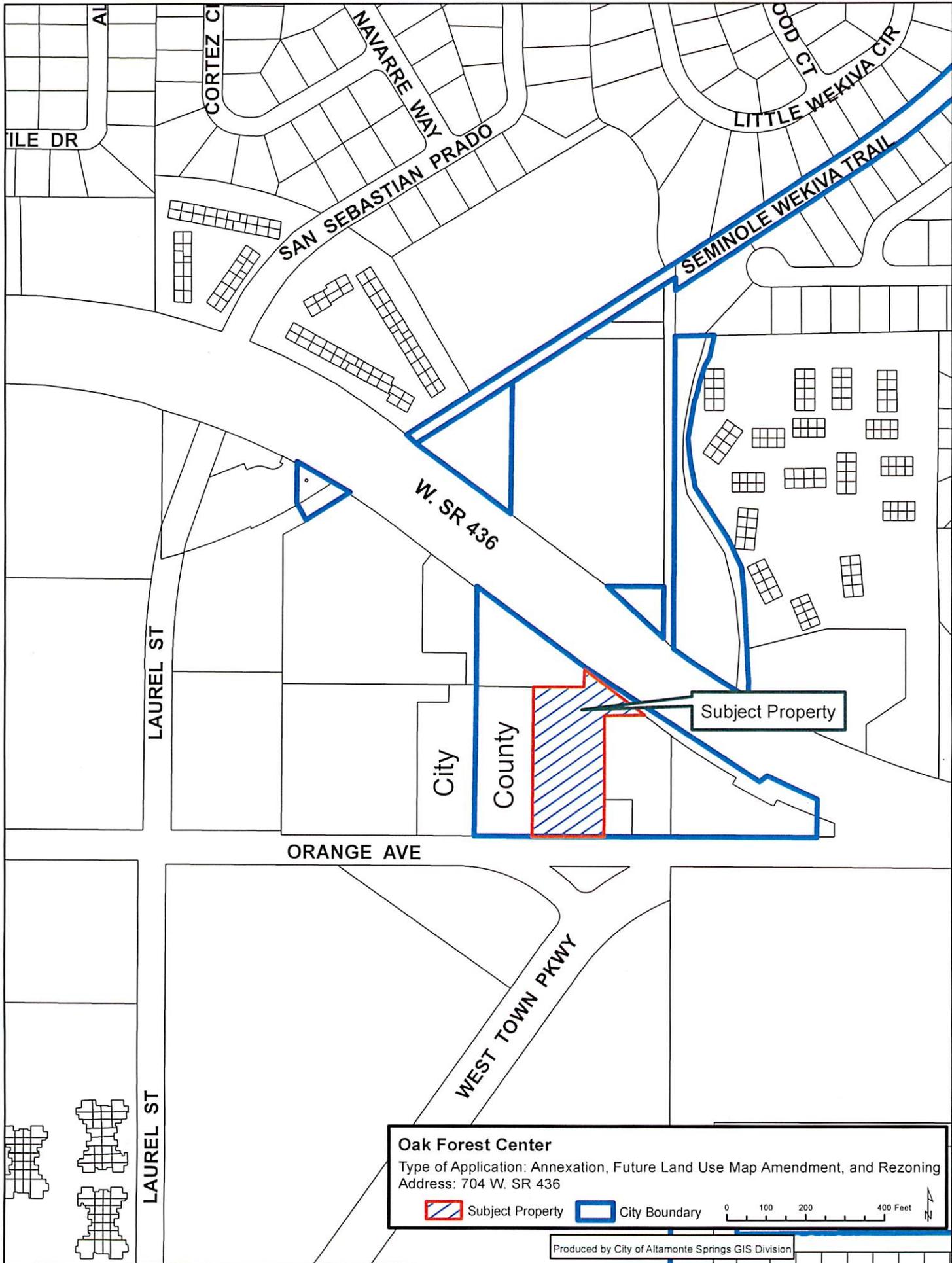
**SUMMARY EXPLANATION & BACKGROUND:**

The owner of 704 W. State Road 436 is requesting annexation into the City. The property consists of a retail plaza.

The request to annex is pursuant to a Utility Easement and Service Agreement to obtain City utilities. The application includes a request to annex, a future land use amendment and a rezoning. The future land use designation will be changed from Seminole County HIP-TR High Intensity Planned Development – Transitional to City West Town Center. The zoning will be changed from Seminole County M-1 Industrial to City C-G General Commercial. A vicinity map is attached.

**FISCAL INFORMATION:** Not Applicable

**RECOMMENDED ACTION:** Approve the Intent to Annex and refer the application to the Planning Board.



**Oak Forest Center**  
 Type of Application: Annexation, Future Land Use Map Amendment, and Rezoning  
 Address: 704 W. SR 436

Subject Property    
 City Boundary

0 100 200 400 Feet

N

Produced by City of Altamonte Springs GIS Division



Meeting Date: October 4, 2016

From: Angie M Apperson  
Angie Apperson, City Clerk

Approved: [Signature]  
Franklin W. Mertz, II, City Manager

Official Use Only

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Ordinance No. 1710-16, amending Ordinance 1671-13 to reflect the fictitious name filing by Progressive Waste Solutions of FL, Inc.

**SUMMARY EXPLANATION & BACKGROUND:**

Ordinance No. 1671-13, adopted November 19, 2013, granted a Commercial Solid Waste Franchise to Progressive Waste Solutions of FL, Inc. The City has received notice that the Franchisee filed a fictitious name with the State of Florida to do business as Waste Connections of Florida.

Ordinance No. 1710-16, attached, amends the Franchise Agreement to incorporate the fictitious business name.

**FISCAL INFORMATION:** N/A

**RECOMMENDED ACTION:** Approve Ordinance No. 1710-16 on first reading and set second reading for October 18, 2016.

Initiated by: Angie Apperson

**ORDINANCE NO. 1710-16**

**AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, AMENDING ORDINANCE 1671-13 PROVIDING FOR THE GRANTING OF A NON-EXCLUSIVE FRANCHISE TO PROGRESSIVE WASTE SOLUTIONS OF FL, INC., FOR THE COLLECTION AND DISPOSAL OF COMMERCIAL SOLID WASTE WITHIN THE CITY OF ALTAMONTE SPRINGS BY AMENDING SAME TO REFLECT THE FICTITIOUS NAME FILING BY PROGRESSIVE WASTE SOLUTIONS OF FL, INC., NOW DOING BUSINESS AS WASTE CONNECTIONS OF FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, pursuant to City of Altamonte Springs Ordinance number 1671-13, the City of Altamonte Springs entered into a non-exclusive collection and disposal of commercial solid waste franchise with Progressive Waste Solutions of FL, Inc. (hereinafter "Franchisee"); and

WHEREAS, Franchisee has filed a fictitious name with the State of Florida to do business as Waste Connections of Florida; and

WHEREAS, the City and Franchisee desire to amend Ordinance number 1671-13 to reflect the fictitious name filing; and

WHEREAS, all other provisions of Ordinance 1671-13 shall remain as set forth in Ordinance 1671-13; and

WHEREAS, it appears to be in the best interests of the City of Altamonte Springs and its inhabitants, property owners and merchants that the franchise entered as City Ordinance 1671-13 be amended to reflect the fictitious name filing by franchisee.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF ALTAMONTE SPRINGS, FLORIDA AS FOLLOWS:

SECTION ONE: The franchise agreement entered into by and between Franchisee and the City as Ordinance 1671-13 is hereby amended as to Section 1. "Grant of Franchise," and Section 32., "Notice," as follows:

1. Grant of Franchise. There is hereby granted to Progressive Waste Solutions of FL, Inc., doing business as Waste Connections of Florida (herein called the "Franchisee"), its successors and assigns, a non-exclusive right, privilege or

franchise to collect garbage, refuse, trash and other solid waste materials and recyclables from commercial establishments within the City of Altamonte Springs, Seminole County, Florida during the term and subject to the following limitations and conditions as hereinafter set forth.

\* \* \*

32. Notice. As required for any purpose in this franchise, notice shall be addressed and sent by certified United States mail to the City and the Franchisee as follows:

- CITY - City Clerk  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701
- FRANCHISEE - Progressive Waste Solutions of FL, Inc.,  
d/b/a Waste Connections of Florida  
1099 Miller Drive  
Altamonte Springs, Florida 32701

SECTION TWO: Severability. The provisions of this ordinance are declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

SECTION THREE: Effective Date. This ordinance shall take effect immediately upon adoption and acceptance by the Franchisee.

**[Signature page follows]**

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

FIRST READING: \_\_\_\_\_

ADVERTISED: 9/18/16

\_\_\_\_\_  
Pat Bates, Mayor of Altamonte Springs

ATTEST:

Approved as to form and legality  
for use and reliance upon by the  
City of Altamonte Springs, FL

\_\_\_\_\_  
Angela M. Apperson- City Clerk

\_\_\_\_\_  
James Fowler - City Attorney

#### ACCEPTANCE BY FRANCHISEE

The foregoing ordinance and the franchise provided for therein and all the terms and conditions thereof are hereby accepted, approved and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FRANCHISEE:

Waste Connections, Inc., d/b/a Waste Connections of Florida

By: \_\_\_\_\_  
Alan Cahill, President



Meeting Date: October 4, 2016

From: Mark DeBord  
Mark DeBord, Finance Director

Approved: Franklin W. Martz, II  
Franklin W. Martz, II, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_  
Franklin W. Martz, II, City Manager

**SUBJECT: Amendment to General Employees Investment Plan**

**SUMMARY EXPLANATION & BACKGROUND:** The City has several pension plans available to employees. These include both defined benefit plans and defined contribution plans. To ease administration we have done our best to ensure plan provisions are the same from plan to plan, to the extent possible.

During a recent review we found the "in-service distribution" minimum age is not uniform between our two defined contribution plans. "In-service distribution" means the ability for employees to withdraw funds from their individual investment accounts while they are still working.

To resolve this inconsistency and make administration of the plans a little easier we would like to change the in-service distribution minimum age for the General Employees Investment Plan from age 70-1/2 years to the normal retirement age of 62 years.

This change will allow employees enrolled in the General Employees Investment Plan to withdraw funds from their investment account while working if they are at or over the minimum age (62). Such a withdrawal is at the option of the employee and has no effect on the City.

A copy of the necessary resolution and revised plan document is attached. Adoption of this resolution will institute this plan change.

**FISCAL INFORMATION:** This proposal has no financial effect on the City.

**RECOMMENDED ACTION:** Approve Resolution Number 1330.

Initiated by: Mark DeBord

**RESOLUTION NO. 1330**

**A RESOLUTION OF THE CITY COMMISSION OF  
THE CITY OF ALTAMONTE SPRINGS, FLORIDA,  
AMENDING THE ALTAMONTE SPRINGS  
EMPLOYEES' INVESTMENT PLAN, A MONEY  
PURCHASE PLAN AND TRUST.**

**PLAN NUMBER 10-6450**

**WHEREAS**, the City Commission of the City of Altamonte Springs, Florida (the "Employer") has established a money purchase retirement plan (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, for its employees; and

**WHEREAS**, the City Commission of the City of Altamonte Springs, Florida has received from the City Administration a proposal to amend said plan to revise the earliest in service distribution age from 70-1/2 years to the "normal retirement age" (currently age 62 years); and

**WHEREAS**, the City Commission of the City of Altamonte Springs, Florida has carefully reviewed and considered this proposal;

**NOW THEREFORE BE IT RESOLVED** that the City Commission of the City of Altamonte Springs, Florida finds the proposed amendment to be in the best interest of the City; and

**BE IT FURTHER RESOLVED** that the City Commission of the City of Altamonte Springs, Florida does hereby approve the amendment; and

**BE IT FURTHER RESOLVED** that the City Commission of the City of Altamonte Springs, Florida hereby authorizes the Mayor to execute all necessary agreements with the ICMA Retirement Corporation incidental to the amendment of the Plan.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR of the City of Altamonte Springs, Florida

ATTEST:

\_\_\_\_\_  
CITY CLERK

ICMA RETIREMENT CORPORATION

**GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT**



ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT

Plan Number 10- 6450 \_\_\_\_\_

The Employer hereby establishes a Money Purchase Plan and Trust to be known as Altamonte Springs Employees Investment Plan (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes                       No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

Altamonte Springs Employees Investment Plan

I. **Employer:** City of Altamonte Springs

II. **Effective Dates**

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: \_\_\_\_\_

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:  
\_\_\_\_\_

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. **Plan Year** will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on October 1st \_\_\_\_\_ and each anniversary thereof.

IV. **Normal Retirement Age** shall be age 62 (not to exceed age 65).

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) \_\_\_\_\_

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant (a) % of Earnings or \$ \_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required     are not required

(a) Regular employees = 10%  
Senior Management = 12%

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes     No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes                       No

Contribution Schedule.

- (i)   1   % of Earnings,
- (ii) \$ \_\_\_\_\_, or
- (iii) a whole percentage of Earnings between the range of \_\_\_\_\_ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pick up is required if Option A is not selected).

Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)

- C. Election Window (Complete if Option B is selected):  
Newly eligible Employees shall be provided an election window of \_\_\_\_\_ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant \_\_\_% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_% of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):  
\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding \_\_\_% of Earnings or \$ \_\_\_\_\_);

---

<sup>1</sup> Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS \_\_\_\_\_% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_% of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_% of Earnings, whichever is \_\_\_\_ more or \_\_\_\_ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes                       No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Bi-Weekly

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Bi-Weekly

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

\_\_\_\_\_

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes                       No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

\_\_\_\_\_

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime  
 Yes                       No
2. Bonuses  
 Yes                       No
3. Other Pay (specifically describe any other types of pay to be included below)  
Overtime not to exceed 300 hours annually.

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:  
 Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)
2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.  
 Effective Date is \_\_\_\_\_  
*(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)*

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.  
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_
3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. \_\_\_\_\_  
*(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)*

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested	
Zero	0	%
One	15	%
Two	30	%
Three	45	%
Four	60	%
Five	75	%
Six	100	%
Seven	100	%
Eight	100	%
Nine	100	%
Ten	100	%

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age  
 Age 70½ (“70½” is the default provision under the Plan if no selection is made.)  
 Alternate age (after Normal Retirement Age): \_\_\_\_\_  
 Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes       No (“Yes” is the default provision under the plan if no selection is made.)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes       No (“No” is the default provision under the Plan if no selection is made.)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes       No (“No” is the default provision under the Plan if no selection is made.)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes       No (“No” is the default provision under the Plan if no selection is made.)

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

## XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):  
\_\_\_\_\_

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute 50 % (insert fixed percentage of final pay to be contributed) or up to 100 % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):  
\_\_\_\_\_

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant \_\_\_\_\_% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of accrued unpaid leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EMPLOYER

ICMA RETIREMENT CORPORATION  
777 North Capitol St., NE Suite 600  
Washington, DC 20002  
800-326-7272

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



ICMA RETIREMENT CORPORATION  
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240  
800-669-7400  
[WWW.ICMARC.ORG](http://WWW.ICMARC.ORG)  
BRC000-214-21268-201405-W1303



4901 Vineland Rd Suite 600 Orlando, FL 32811

Invoice

Date	Invoice #
9/25/2016	19383

Bill To
Altamonte Springs Long Term Reserves 2 titled Operating Reserves Police Officers' Pension Plan

Description	Amount
Consulting services and performance evaluation billed quarterly (July, 2016)	3,333.33
Consulting services and performance evaluation billed quarterly (August, 2016)	3,333.33
Consulting services and performance evaluation billed quarterly (September, 2016)	3,333.34
PO59870	
It is our pleasure to provide 100% independent investment consulting advice!	<b>Balance Due</b> \$10,000.00



4901 Vineland Rd Suite 600 Orlando, FL 32811

Invoice

Date	Invoice #
9/25/2016	19384

Bill To
Altamonte Springs Retirement Plan

Description	Amount
Consulting services and performance evaluation billed quarterly (July, 2016)	1,666.67
Consulting services and performance evaluation billed quarterly (August, 2016)	1,666.67
Consulting services and performance evaluation billed quarterly (September, 2016)	1,666.66
<p>It is our pleasure to provide 100% independent investment consulting advice!</p>	
<b>Balance Due</b>	<b>\$5,000.00</b>



Meeting Date: October 4, 2016  
From: A. Phillips  
Amanda Phillips, Special Projects Liaison  
Approved: [Signature]  
Franklin W. Martz, II City Manager

*Official Use Only*  
Commission Action: \_\_\_\_\_  
City Manager: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBJECT:** Charitable Organization Funding for 2016/2017

**SUMMARY EXPLANATION & BACKGROUND:**

Nine organizations submitted applications for funding. Each City Commissioner has submitted their preferred level of funding for each organization and those suggestions have been compiled and averaged. The averaged suggested donation to each organization is presented below.

Coalition for the Homeless of Central Florida	\$5178
Early Learning Coalition of Seminole	1831
Lighthouse Central Florida	1142
United Arts of Central Florida	683
Meals on Wheels	6702
Seminole County Bar Association	569
Kids House of Seminole	2452
Boys & Girls Clubs of Central Florida	2190
The Altamonte Springs Chapter of the Links	727

**FISCAL INFORMATION:** Sufficient funds are available

**RECOMMENDED ACTION:** Approve funding the organizations above in the amounts indicated.

---

Date: October 4, 2016  
To: Honorable Mayor and City Commission  
From: Amanda Phillips, Special Projects Liaison  
Subject: Charitable Organization Funding

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Your recommendations for funding have been averaged and the averaged amount is indicated in bold.

**Coalition for the Homeless of Central Florida** (2015/16 \$4946)

Sarah	6000
Steve	4946
Pat	4500
Jon	5500
Gardner	4946
Total: 25892/5=	<b>\$5178</b>

**Early Learning Coalition of Seminole** (2015/16 \$2077)

Sarah	2000
Steve	2077
Pat	2000
Jon	1000
Gardner	<u>2077</u>
Total: 9154/5=	<b>\$1831</b>

**Lighthouse Central Florida** (2015/16 \$1179)

Sarah	1000
Steve	1179
Pat	1500
Jon	850
Gardner	<u>1179</u>
Total: 5708/5=	<b>\$1142</b>

**United Arts of Central Florida** (2015/16 \$767)

Sarah	500
Steve	767
Pat	500
Jon	880
Gardner	<u>767</u>
Total: 3414/5=	<b>\$683</b>

**Meals on Wheels** (2015/16 \$5604)

Sarah	6000
Steve	5604
Pat	6000
Jon	10300
Gardner	<u>5604</u>

Total: 33508/5=**\$6702**

**Seminole County Bar Association** (2015/16 \$687)

Sarah	500
Steve	687
Pat	300
Jon	670
Gardner	<u>687</u>

Total: 2844/5=**\$569**

**Kids House of Seminole** (2015/16 \$2530)

Sarah	3000
Steve	2530
Pat	3200
Jon	1000
Gardner	<u>2530</u>

Total: 12260/5=**\$2452**

**Boys & Girls Clubs of Central Florida** (2015/16 \$2924)

Sarah	2000
Steve	2924
Pat	2500
Jon	600
Gardner	<u>2924</u>

Total: 10948/5=**\$2190**

**The Altamonte Springs Chapter of The Links** (2015/16 \$718)

Sarah	500
Steve	718
Pat	1000
Jon	700
Gardner	<u>718</u>

Total: 3636/5= **\$727**



Meeting Date: October 4, 2016

From: Allison Marcous  
Allison Marcous, Human Resources Director

Approved: [Signature]  
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Undeclared Holiday

**SUMMARY EXPLANATION & BACKGROUND:**

Per Personnel Policy 400-006-05-1, in addition to the 8 declared holidays, the City Commission may designate 1 other day each fiscal year as an official holiday.

**FISCAL INFORMATION:** N/A

**RECOMMENDED ACTION:** Designate December 23, 2016, December 26, 2017 and December 24, 2018 as floating holidays.

Initiated by: Human Resources/Allison Marcous



Meeting Date: October 4, 2016

From: Mark DeBord  
Mark DeBord, Finance Director

Approved: Franklin W. Martz, II  
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Eastmonte Park Baseball Lighting, Fields 3 and 4, contract RFP1314-8

**SUMMARY EXPLANATION & BACKGROUND:**

On May 17, 2016, the contract for the Eastmonte Park Baseball Lighting, Fields 3 and 4, to Musco Sports Lighting, LLC was approved in the amount of \$145,000.00, utilizing Clay County contract RFP1314-8.

The project is now complete. Attached are the final invoice for \$57,623.00, the maintenance bond, and the releases of lien.

**FISCAL INFORMATION:**

**Fund:** Capital Projects  
**Dept/Div:** Eastmonte Park Improvements  
**Activity/Element:** Culture/Recreation  
**Account Number:** 30109120-563345-12201  
**Amount:** \$57,623.00

**RECOMMENDED ACTION:** Approve final payment to Musco Sports Lighting, LLC in the amount of \$57,623.00 and accept the closeout documents.

Initiated by: Finance/Liana Griffiths



**DEPARTMENT OF LEISURE SERVICES  
MEMORANDUM**

---

**Date:** September 21, 2016

**To:** Mark Debord, Director of Finance

**Via:**  Shelly Nooft, Director of Leisure Services and Maintenance Operations

**From:** Steve Falk, Deputy Director of Leisure Services/  
Recreation, Fleet & Facilities Maintenance 

**Subject:** Project Close-out – Eastmonte Park Baseball Lighting Fields 3 & 4

---

The construction project performed by Musco Sports Lighting LLC at Eastmonte Park to replace the ball field lighting on fields 3 & 4 is complete and the work has been approved at the level of satisfaction required by the City of Altamonte Springs.

This project is ready for close-out.



Musco Sports Lighting, LLC  
 100 1st Ave West  
 PO Box 808  
 Oskaloosa, IA 52577-0808

*Facilities*

**INVOICE:** 287602

**Invoice Date:** 08/24/16

**Account #:** 33116

**Project #:** 179125

Eastmonte 3 And 4

**SOLD TO:**

City of Altamonte Springs  
 225 Newburyport Ave (invoice)  
 Altamonte Springs, FL 32701  
 USA  
  
 Attn: Accounts Payable

**SHIP TO:**

Eastmonte Park  
 830 Magnolia Drive  
 Altamonte Springs, FL 32701  
 USA

PLEASE DETACH AND RETURN WITH PAYMENT

<b>INVOICE</b> 287602	<b>Account #</b> 33116	<b>Purchase Order #</b> 20160437-00	<b>Ship Via</b>	<b>Freight</b> Prepaid	<b>Ship Date</b> 08/24/16
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Project: 179125 Eastmonte 3 And 4

Line	Quantity	Part Number/Description	Unit Price	Ext Price
		Billing for the installation for the lighting project for Eastmonte 3 and 4		57,623.00

**QUESTIONS?** Call (800) 825-6020 -or- E-mail [AR@Musco.com](mailto:AR@Musco.com)

*Thank You!*

<b>TERMS</b> Net 30	<b>SALES REPRESENTATIVE</b> Bob DeCouto	<b>TOTAL AMOUNT</b>	145,000.00
<small>A SERVICE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL INVOICES 30 DAYS PAST DUE</small>		<b>AMOUNT BILLED TO DATE</b>	87,377.00
		<b>UNBILLED BALANCE</b>	0.00
<b>REMIT TO:</b> Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577-0808  <small>Federal Identification Number: 42-1511754</small>		<b>AMOUNT DUE</b>	<b>57,623.00</b>

**WASTE PRO- ORLANDO**  
3705 Saint Johns Parkway  
Sanford, FL 32771  
Phone: 407-774-0800

**FINAL WAIVER AND RELEASE OF LIEN**

Project Name: M. Gay Cont. - Eastmonte Park Baseball Fields  
Project No: 180905

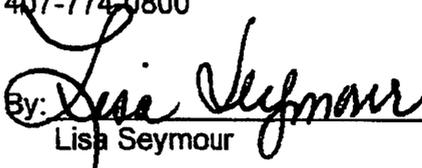
The undersigned lienor, in consideration of the final payment in the amount of \$0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced/furnished to M. Gay Construction on the job of M. Gay Cont. - Eastmonte Park Baseball Fields owned by ALTAMONTE SPRINGS CITY OF, on the following described property:

**M. Gay Cont. - Eastmonte Park Baseball Fields/ 830 Magnolia Drive / Altamonte Springs, Florida / As recorded in the public records of Seminole County, Florida / Property Control # 18-21-30-300-0080-0000 PUBLIC; SEC 18 TWP 21S RGE 30E SW 1/4 OF SW 1/4 (LESS S 15 AC) W OF RR RY**

Comments:

DATED 09/20/2016

**WASTE PRO- ORLANDO**  
3705 Saint Johns Parkway  
Sanford, FL 32771  
407-774-0800

By:   
Lisa Seymour

Sworn and subscribed before me on September 20, 2016.

  
Notary Signature



# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

284182-WJAX

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced to M GAY CONSTRUCTORS INC on the job of CITY OF ALTAMONTE SPRINGS (owner), to the following described property:

830 MAGNOLIA DR, ALTAMONTE SPRINGS; EASTMONTE SPORTS COMPLEX, SEMINOLE COUNTY FLORIDA;

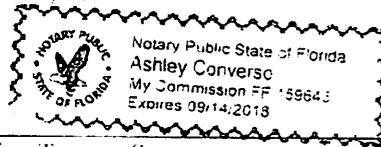
DATED on SEPTEMBER 15, 2016

WORLD ELECTRIC SUPPLY INC - JAX  
7700 CONGRESS AVE STE 3109  
BOCA RATON FL 334871357

By: Connie Jackson  
CONNIE JACKSON

Sworn to and subscribed before me this SEPTEMBER 15, 2016

Ashley Converso  
Signature of Notary Public  
Commissioned State of Florida



Print, Type or Stamp  
Name of Notary Public

Personally Known XX OR. Produced Identification N/A  
Type of Identification Produced N/A

**NOTE:** This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**MAINTENANCE  
BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

Bond No.: 106559767

KNOWN ALL BY THESE PRESENTS: That we Musco Sports Lighting, LLC,  
as Principal, and Travelers Casualty and Surety Company of America, a corporation  
organized and existing under the Laws of the State of Connecticut, as Surety, are held  
and firmly bound unto City of Altamonte Springs 225 Newburyport Ave. Altamonte Springs, FL, as Obligee, in the  
total sum of Fourteen Thousand Five Hundred and No/100ths  
U.S. Dollars (\$14,500.00) for the payment whereof said Principal and Surety bind  
themselves, jointly and severally, as provided herein.

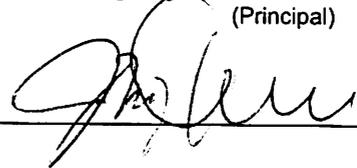
WHEREAS, the Principal entered into a contract with the Obligee dated P.O.#20160437-00 May 25, 2016 for  
Eastmonte Park Baseball Lighting Fields 3 & 4- Project No. 179125  
("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall maintain and remedy said Work free from defects in materials and workmanship for a  
period of 2 year(s) commencing on September 16, 2016 (the  
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force  
and effect.

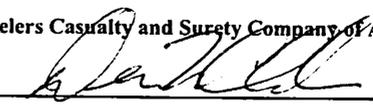
PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one  
(1) year from the expiration date of the Maintenance Period; provided, however, that if this  
limitation is prohibited by any law controlling the construction hereof, such limitation shall be  
deemed to be amended so as to be equal to the minimum period of limitation permitted by  
such law, and said period of limitation shall be deemed to have accrued and shall commence  
to run on the expiration date of the Maintenance Period.

SIGNED this 16th day of September, 2016.

Musco Sports Lighting, LLC  
(Principal)

By: 

Travelers Casualty and Surety Company of America

By:   
Dean M. Clark, FL Licensed Agent and , Attorney-in-Fact



Meeting Date: October 4, 2016

From: Mark DeBord  
Mark DeBord, Finance Director

Approved: Franklin W. Martz, II  
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Westmonte Park Reconstruction, Contract AP13048A08

**SUMMARY EXPLANATION & BACKGROUND:**

The Commission approved a continuing services contract for Professional Architectural and Engineering Services with Bentley Architects & Engineers. This included specific projects, one of which was the Westmonte Park Reconstruction. A contract has been issued to Bentley Architects & Engineers for this project in the amount of \$565,086.28. Change orders No. 1 and No. 2 increased the contract by \$5,419.43, bringing the total to \$570,505.71.

Attached is Change order No. 3 for additional work, in the amount of \$333,920.59, encompassing changes due to the expanded nature of the reconstruction.

**FISCAL INFORMATION:**  
**Fund:** Capital Projects  
**Dept/Div:** Westmonte Park Improvements  
**Activity/Element:** Culture/Recreation  
**Account Number:** 30109140-563345-15003  
**Amount:** \$333,920.59

**RECOMMENDED ACTION:** Approve Change Order No. 3 in the amount of \$333,920.59 with Bentley Architects & Engineers.

August 22, 2016,  
Revised September 21, 2016

Steve Falk  
Deputy Director  
Department of Leisure Services  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, FL 32701

SENT VIA: Email

Re: Altamonte Springs Westmonte Park Reconstruction Rev. Proposal  
Supplemental for Redesign & Reconstruction Including Therapeutic Pool  
BAE Project No.: 2013.017.H

Dear Mr. Falk

We appreciate the opportunity to submit this proposal for professional services for the above referenced project under our Continuing Contract AP13048. The scope of work for this project will include the design and construction documents for the reconstruction of facilities at Westmonte Park. Additional detail pertaining to the proposed reconstruction activities is attached in Exhibit A, July 21, 2016 Revised Scope Meeting Minutes and generally based on the CMP Option 3.

The scope of design services under this agreement will include the following items from the Statement of Work provided by the City:

1. Civil Engineering Services will include the preparation of Construction Documents, and preparation and Permitting/Plan Approval services for Plan Approval through the City's Development Review process, the St. Johns River Water Management District, the Florida Department of Environmental Protection Wastewater Division and the Florida Department of Environmental Protection Potable Water Division.
  - i. Site Plan Update: The Site Plan previously developed will be revised per the meeting minutes referenced above with one iteration to address client comments.
  - ii. Construction Documents: Construction documents will be submitted for Client review at the 30%, 60% and 100% design phase. Design development will occur in preparation of the 30% construction documents in order to enhance the cost estimating effort. The 60% construction documents will be submitted along with the final cost estimate included in the scope of services. The civil design will include site, utility, grading, drainage and stormwater management designs. The construction documents will include plans sheets, plan specifications, bound technical specification (if needed and not addressed in plan specifications), and utility demand calculations, storm sewer hydraulic calculations and stormwater management calculations necessary for submittal to the agencies noted above. Following the 60% owner submittal and review the construction documents will be advanced to the 100% plans stage for submittal for plan review and approval.

- iii. Site Plan Approval: As noted above, the site construction documents will be submitted to the City of Altamonte Springs, the St. Johns River Water Management District, the Florida Department of Environmental Protection Wastewater Division and the Florida Department of Environmental Protection Potable Water Division. Services include coordination with these agencies and preparation of documents to address comments or requests for additional information.
- iv. Civil Engineering Post Design Services will include responses to Request For Information, shop drawing review, review of Contractor Asbuilt Drawings, preparation of Record Drawings and attendance at the following 16 Construction Site Visits:

- |   |  |
|---|--|
| 1) Pre-Construction Meeting                     | 10) Utility Potable Water Backflow Certification |
| 2) FDEP NPDES CGP                               | 11) Utility Sanitary Sewer Lateral Connections   |
| 3) Tree Protection Field review                 | 12) Utility Final Sanitary Sewer Field review    |
| 4) Best Management Practices Installed          | 13) Trash & Recycling Collection Facilities      |
| 5) Temporary Construction Fencing               | 14) Irrigation Field review                      |
| 6) Parking Spaces Signing & Markings            | 15) Landscaping                                  |
| 7) Sidewalks Pedestrian Connections & Driveways | 16) Final Project Site Visit                     |
| 8) Tracing Wire – Potable Water                 |  |
| 9) Tracing Wire - Sewer                         |  |

The above field reviews are consistent with the Altamonte Springs Developer's Guide for project close out. It is our understanding that per the City's requirements the Prime Consultant/Engineer of record is required to attend the Irrigation field review and Landscaping field review concurrent with the Landscape Architect. The required field review forms that define the field review requirements are located on the City's web site <http://www.altamonte.org/index.aspx?NID=412>.

Refer to post design field reviews by sub-consultants noted below for additional site visits included in the scope of services.

## 2. Architectural Design:

- i. Conceptual design of proposed building structures for City review and approval
- ii. Provide Architectural Design and Construction Documents for the following facilities:

- Administration / Community bldg. (this structure will incorporate the Therapeutic Pool facilities). The City expects this to be a single story structure, and will include:
    - Staff Offices
    - Conference Room
    - Multi-Purpose Space
    - Reception space and lobby
    - Breakroom
    - Pool restrooms/ life guard office
    - Misc. Uses/ chemical room
  - Storage / Maintenance Building
  - iii. Coordinate with pre-manufactured pavilion structure manufacturer to obtain sample shop drawings. These will be used to design modifications (storage, grill, etc.) for incorporation into the construction documents.
  - iv. Design Phase Meetings (5)
  - v. Prepare project technical specifications to accompany the design
  - vi. Submit completed construction documents for Building Department review and respond to comments.
  - vii. Attend pre-bid meeting, respond to questions during bid phase.
3. Architectural Post Design Services:
- i. Responses to RFI (Request for Information)
  - ii. Shop Drawing and Submittal Review
  - iii. General Construction Administration support
  - iv. Review of As-built information and preparation of As-built documents
  - v. 12 Site visits during Construction (Assumes 12 month construction phase)
4. Structural Design Services:
- i. Assistance during the conceptual design
  - ii. Provide Structural Engineering for the following facilities
    - Administration / Community bldg.
    - Storage / Maintenance Building
    - Pool restrooms/ life guard office
    - Demolition of Pavilions including foundations (this effort will be depicted in the Site demolition plans)
    - Retaining wall design
  - iii. Support on Permit approvals
  - iv. Support on bidding phase
5. Structural Post Design Services:
- i. Responses to RFI (Request for Information)
  - ii. Shop Drawing Review

- iii. General Construction Administration support
  - iv. Review of As-built information and preparation of As-built documents
  - v. 3 Site visits during Construction
6. Aquatic Design: Refer to attached proposal prepared by Scott R Vaughn, PE, LLC
  7. Aquatic Post Design Services: Refer to attached proposal prepared by Scott R Vaughn, PE, LLC
  8. Landscape & Irrigation Design: Refer to attached proposal prepared by Foster Conant & Associates, Inc.
  9. Landscape & Irrigation Post Design Services: Refer to attached proposal prepared by Foster Conant & Associates, Inc.
  10. MEP and Fire Protection Design: Refer to attached proposal prepared by Sims Wilkerson Cartier Engineering Inc.
  11. MEP and Fire Protection Post Design Services: Refer to attached proposal prepared by Sims Wilkerson Cartier Engineering Inc.
  12. Design Phase Surveying Services: No additional scope included. Refer to 2013.017.H\_Westmonte\_Proposal rev 2015.01.06CorrectedStaffHrs2015.01.22 & PO #061446
  13. Design Geotechnical Services: No additional scope included. Refer to 2013.017.H\_Westmonte\_Proposal rev 2015.01.06CorrectedStaffHrs2015.01.22 & PO #061446
  14. Cost Estimating Services: Cost estimate update similar to the 11/06/2015 estimate update
- A. Deliverables
- 1 Overall Site Plan Update utilizing CMP Concept Three
  - 30% Construction Documents
  - Post 30% Comment Resolution Deliverables
    - i. Cost estimate update similar to the 11/06/2015 estimate update
    - ii. Architectural exterior renderings
    - iii. Updated 30% Floor Plan addressing 30% comments
    - iv. Update Site Plan addressing 30% comments
    - v. Rendered landscape plan
  - 60% Construction Documents
  - 100% Construction Documents for Review
  - Bid Documents
  - Record Drawings
- B. Fees
- Please see attached fee sheet and sub-consultant scopes and fee letters.
- Additional services shall be provided upon written request by the Client and will be billed at the following rates:

<b>Bentley Architects + Engineers, Inc.</b>	
Job Title	Hrly Rate
Chief Engineer	\$245.00
Senior Architect	\$132.00
Architectural Designer/Architectural Intern (revised per Contract Amendment 2)	\$69.00
Project Civil Engineer	\$144.00
Civil Engineer Designer	\$82.00
Structural Engineer	\$87.00
Structural Engineer Designer	\$83.00
Clerical	\$70.00
Project Architect (add per Contract Amendment 1)	\$98.00
Engineer Civil (add per Contract Amendment 2)	\$87.00

**C. Exclusions**

Please note that the following services are not included in the basic services project, as well as other clarifications:

<b><u>Civil Engineering Exclusions</u></b>	
1.	Preparation and certified mailing of any required public notices.
2.	Off site utility main design, testing or permitting
3.	Utility testing
4.	Traffic engineering and studies and signalization other than the Trip Generations included above.
5.	Rezoning and/or land use plan amendment, variances, special exceptions, and concurrency management.
6.	Off-site or out of project limits Civil Engineering (drainage studies or analysis, utilities, utility extensions, roadway improvements, etc.)
7.	Post design field reviews associated with installation of playground equipment
<b><u>Architectural/Structural Exclusions</u></b>	
1.	Interior design consultant services. BAE will provide general finish selections.
2.	Design and engineering services for slabs and foundations associated with the relocation of the existing pavilions are the design and engineering associated with new pavilions. Proposal does include modifications to manufactures shop drawings to accommodate storage, grill, counter, plumbing, and electrical.
<b><u>General Exclusions</u></b>	
1.	Site meetings, office meetings or teleconferences with jurisdictional staff, client or clients other consultants [other than the meetings included in the scope of services above]

2.	Agency requested plan revisions that deviate from the scope of services described above.
3.	Any requested changes or redesign after design is complete or partially complete including: agency requested plan revisions that deviate from the scope of services described above or Client required changes.
4.	All agencies plan and permit fees, filing fees, search fees, prints, or any other out-of-pocket expenses.
5.	Permitting or Plan Approval through any agency not specifically listed in the scope of services.
6.	Participation in any litigation.
7.	Re-design due to changes required by the Client or which may be required in the event additional laws, regulations, or policies are promulgated by governmental agencies subsequent to the date of this agreement.

**D. Estimated Work Order Duration**

The design, permitting, bidding and construction time frame estimated for this project is 24 months.

**E. Reimbursable Expenses**

Other costs associated with the project would include normal reimbursables. Reimbursable costs including out of pocket expenses shall be itemized and invoiced directly plus an administrative charge of 15%. Typical expenses include but are not limited to, delivery services, travel expenses, printing, cad plotting and reproduction costs.

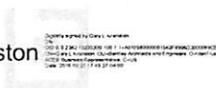
If this proposal meets with your approval, please sign and fax back this proposal letter. We will await a specific task authorization be begin work. If you have any questions, please do not hesitate to contact our office.

Sincerely,

**Bentley Architects + Engineers, Inc.**

**City of Altamonte Springs**

Gary L Kranston



Gary Kranston, R.A.  
Vice President

Pat Bates, Mayor  
City of Altamonte Springs

**ESTIMATE OF WORK EFFORT AND COST**

Name of Project:  
City/County:  
BAE Job Number

Westmonte Park  
Altamonte Springs/Seminole  
2013.017.H\_SA3

Client Name:  
Preparer's Name  
Date

City of Altamonte Springs  
Molly deVivero  
8/22/2016

Phase Code	Phase Schedule	Chief Engineer	Senior Architect	Architectural Intern	Project Architect	Project Engineer Civil	Engineer Civil	Civil Engineer Designer	Project Engineer Structural	Engineering Intern Structural	Clerical	Staff Hours	Salary
		\$245.00	\$132.00	\$69.00	\$98.00	\$144.00	\$87.00	\$82.00	\$87.00	\$83.00	\$70.00	By Activity	Cost By Activity
<b>A</b>	<b>ARCHITECTURAL</b>												
A1	Conceptual Plans	0	73	260	113	0	0	0	0	0	0	446	\$38,650
A2	Reports/Evaluations	0	0	0	0	0	0	0	0	0	0	0	\$0
A3	Construction Plans/Documents/Specs	0	176	576	336	0	0	0	0	0	0	1088	\$95,904
A4	Permit Administration	0	0	32	24	0	0	0	0	0	0	56	\$4,560
A5	Meetings	0	16	8	16	0	0	0	0	0	0	40	\$4,232
A6	Site Visits	0	0	0	0	0	0	0	0	0	0	0	\$0
A7	Post Design/Construction Administration	0	56	56	172	0	0	0	0	0	0	284	\$28,112
A8	Project Management & Bid Assistance	22	52	0	0	0	0	0	0	0	0	74	\$12,254
<b>C</b>	<b>CIVIL</b>												
C1	Preliminary / Conceptual Plan (30% Plan Stage & DRC Preapp)	0	0	0	0	43	63	0	0	0	0	106	\$11,673
C2	Drainage Calculations	0	0	0	0	30	48	0	0	0	0	78	\$8,496
C3	Site Planning and Plans Prep	0	0	0	0	106	0	301	0	0	0	407	\$39,946
C4	Permit Administration	0	0	0	0	18	0	9	0	0	0	27	\$3,330
C5	Design Phase Meetings/Teleconferences	0	0	0	0	22	0	14	0	0	0	36	\$4,316
C6	Design Phase Site Visits	0	0	0	0	4	0	0	0	0	0	4	\$576
C7	Post Design/Construction Administration	0	0	0	0	62	0	68	0	0	0	130	\$14,504
C8	Miscellaneous	70	0	0	0	0	0	0	0	0	0	70	\$17,150
<b>S</b>	<b>STRUCTURAL</b>												
S1	Conceptual Plans	6	0	0	0	0	0	0	32	22	0	60	\$6,080
S2	Reports/Evaluations	0	0	0	0	0	0	0	0	0	0	0	\$0
S3	Construction Plans/Documents/Specs	58	0	0	0	0	0	0	226	354	0	638	\$63,254
S4	Permit Administration	2	0	0	0	0	0	0	8	2	0	12	\$1,352
S5	Meetings	6	0	0	0	0	0	0	6	0	0	12	\$1,992
S6	Site Visits	0	0	0	0	0	0	0	6	10	0	16	\$1,352
S7	Post Design/Construction Administration	8	0	0	0	0	0	0	86	125	0	219	\$19,817
S8	Miscellaneous	18	0	0	0	0	0	0	0	0	0	18	\$4,410
<b>X</b>	<b>CLERICAL</b>	0	0	0	0	0	0	0	0	0	0	0	0
<b>Y</b>	<b>Project Management</b>	0	0	0	0	0	0	0	0	0	0	0	0
<b>Z</b>	<b>PROPOSAL</b>	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Total Staff Hours</b>	190	373	932	661	285	111	392	364	513	0	3821	
	<b>Total Staff Cost</b>	\$46,550.00	\$49,236.00	\$64,308.00	\$64,778.00	\$41,040.00	\$9,657.00	\$32,144.00	\$31,668.00	\$42,579.00	\$0.00	3,821.00	\$381,960.00

Check = \$381,960.00

Design Team Member	Original Authorization Amount	Supplemental 01 Amount Underground Utility Locates	Supplemental 02 Amount Expenses	Earned To Date	Remaining Balance	Supplemental 03 Total Fees <sup>1</sup>	Bentley Total	Fees Charged to new PO
Bentley	\$282,776.00	\$0.00	\$500.00	\$75,840.51	\$207,435.49	\$381,960.00		\$174,524.51
Pool Design								
AdAu	\$92,750.00	\$0.00	\$0.00	\$69,785.00	\$22,965.00	\$0.00		(\$22,965.00)
SRV Engineering								
Ardaman	\$11,858.50	\$0.00	\$0.00	\$0.00	\$11,858.50	\$11,858.50		\$0.00
Geodata	\$23,805.14	\$0.00	\$0.00	\$20,728.72	\$3,076.42	\$3,076.42		\$0.00
Ian Wallace, Inc.	\$18,230.00	\$0.00	\$0.00	\$8,700.00	\$9,530.00	\$9,530.00		\$0.00
SWC	\$83,000.00	\$0.00	\$0.00	\$17,155.00	\$65,845.00	\$211,000.00		\$145,155.00
TBE	\$10,376.64	\$4,919.43	\$0.00	\$9,039.72	\$6,256.35	\$6,256.35		\$0.00
Foster Conant & Associates, Inc.	\$42,290.00	\$0.00	\$0.00	\$9,996.08	\$32,293.92	\$41,500.00		\$9,206.08
<b>Sub-totals</b>	<b>\$565,086.28</b>	<b>\$4,919.43</b>	<b>\$500.00</b>	<b>\$211,245.03</b>	<b>\$359,260.68</b>	<b>\$693,181.27</b>		<b>\$333,920.59</b>
<b>Total</b>								

<sup>1</sup> The Ardaman, Geodata, Ian Wallace, Inc, and TBE remaining balances were transferred over to the Supplement 03 Total Fees column to account for these in the new project totals.



September 20, 2016

Ms. Molly deVivero  
Bentley Architects + Engineers  
665 West Warren Avenue  
Longwood, FL 32750  
407.331.6116

Re: Westmonte Park, Altamonte Springs, Florida  
FCA Project No. 16168

Landscape  
Architecture  
& Site  
Planning

Dear Molly:

Based on the City of Altamonte Springs' new direction for Westmonte Park, please accept our proposal for landscape architectural design services.

#### THE CLIENT

For the purposes of this contract, **Foster Conant & Associates** (hereinafter referred to as **Landscape Architect**) shall furnish specific design services as a Consultant to **Bentley Architects + Engineers Inc.** (hereinafter referred to as the **Architect/Client**). All work shall be for the benefit of the City of Altamonte Springs (hereinafter referred to as the **Owner/City**).

#### THE PROJECT

The project is located on Spring Oak Boulevard in Altamonte Springs, Florida. This existing community park is located in a residential area. It is the intent of the City to provide a major renovation of this park to improve site circulation, expand parking, and provide new facilities. The existing facilities will be demolished and all new facilities will be added. Our scope of work is based on the Meeting Minutes dated 7/21/16, Master Plan Option 3, elevations provided on 4/14/16, and facilities in the current floor plan provided on 3/31/16, as prepared by Bentley Architects + Engineers. It is our understanding that the City has appropriated a \$15.5 million budget for this work and intends to start construction October 2017.

#### DESIGN SCOPE

We shall provide landscape architectural design services to include the following:

1. **Coordination** with Bentley Architects and their Design Team.
2. **Interface** with the Pool Designer/Engineer for pool deck designs.
3. **Landscape & Irrigation** - Landscape shall represent design elements such as trees, shrubs, groundcovers, sod, mulch, and gravel. Irrigation shall include the design of an automatic lawn sprinkler system for the watering of all new landscape plantings.
4. **Hardscape Amenities** - This shall represent design elements such as architectural pavers for vehicular and pedestrian surfaces, decorative or park entry walls, decorative columns, arbors, ornamental fencing, pool fencing, pool decks, planter walls, retainer walls, rockwork, etc. (Structural Engineering is excluded from our scope).
5. **Recreational Amenities** - This shall represent elements such as open field play, two lighted tennis courts, four unlighted bocce ball courts, two unlighted pickleball courts, a centrally located shade sail, two play structures in natural shade, one large open pavilion, one regulation size unlighted basketball court, walking trails, playgrounds, picnic areas, shade structures, and site furniture.

#### DESIGN PROCESS

##### A. PRELIMINARY DESIGN PHASE

1. Architect shall furnish to the Landscape Architect all base information and the approved conceptual site plan.

#### Principals

Richard R. Conant  
René A. Ramos

Associate Principal  
David R. Seaberg

120 West Robinson Street  
Orlando, FL 32801-1617

Phone: 407.648.2225  
Fax: 407.648.0175  
www.fosterconant.com  
LC C000015

2. We shall visit the site to re-acquaint ourselves with existing site conditions, landforms, and features.
3. We shall coordinate with the Architect, Civil Engineer, and other Project Team Consultants to discuss the Owner's project goals and objectives, identify specific program requirements, review budgets, and establish performance schedules. We estimate three meetings with the project team and/or Owner.
4. We shall consult with the Architect and Civil Engineer to validate the conceptual site plan to meet the spatial and functional requirements for this project as it relates to our area of design responsibility.
5. We shall begin to refine and test the site amenities as defined in the scope of work. We shall develop our preliminary site design to a level that allows a full understanding of the project. In addition to the site plan, we shall provide sections and/or sketches to clarify our design approach.
6. We shall meet with the Client to present our preliminary design drawings and seek comments and approval.
7. We shall provide assistance to your cost estimator for the various elements within our area of design responsibility.

**B. DESIGN DEVELOPMENT PHASE**

1. Based on the City's comments, we shall continue to develop the site plan to meet the Owner's specific needs and budget.
2. We estimate four meetings with the Architect and/or team consultants to discuss design issues, receive direction, and coordinate our work to assure that our documents are consistent with other team member's documents.
3. We shall prepare design development documents at a level consistent with 30% construction drawings that clearly fix and describe the overall character, design intent, and theme for the various elements of the project. We shall suggest products, materials, and finishes for the various improvements. We shall suggest a palette of materials for hardscape finishes. All site amenities shall reflect the scale and relationship to the site. Landscape concepts shall reflect tree groupings, shrub massing, ground covers, and lawn areas.
4. We shall provide assistance to your cost estimator for the various elements within our area of design responsibility.
5. We shall present our design development documents to the Owner for review and comment.
6. Based on final design development plan, we shall provide a site plan rendering to be used for presentation purposes and gaining public consensus. The 2D rendering shall be a poster sized color graphic board.

**C. CONSTRUCTION DOCUMENTS PHASE**

1. Based upon the Owner's review, comments, and approved budget, we shall proceed with Construction Documents. Construction Documents shall incorporate comments and minor scope changes identified during the review process. Drawings shall be reviewed at **60%** complete and confirmed by the Owner that the drawings are consistent with the project direction.
2. We shall continue to coordinate our efforts with the Project Team to assure that our drawings are consistent with other project documents. We estimate three meetings during this phase of work.
3. We shall meet with the City to discuss and incorporate City preference for plant material and irrigation specifications/materials.
4. We shall deliver to the Architect a progress set of drawings at **90%** complete for review and comment. Drawings at this level shall reflect the actual configuration of all elements and begin to identify their vertical and horizontal geometry. All material selections and finishes shall be identified for approval including planting palette.

5. Construction documents shall be completed to a level of **100%** for Owner approval prior to **Issue for Permit**. Construction documents shall include but not be limited to the following information.
  - a. **Landscape & Irrigation Plans** - Landscape plans shall indicate all plant material as to location, quantity, type and size. Plans shall include details, schedules, and specifications specific to the planting operation. Irrigation plans shall identify the water source, mainline, valves, laterals, heads, nozzles, and automatic control systems. Details, schedules and specifications shall be included to clarify specific elements of the irrigation design.
  - b. **Hardscape Amenities Plans** - Shall indicate the layout, dimension, details, finishes, materials, and specifications of the various elements. Pool deck shall include spot elevations, deck slope, deck drains locations, and drain grate elevations. We shall coordinate our work with the civil engineer. Sections shall be included to identify design intent and clarify connections of the various components. (Structural detailing to be provided by Bentley Architects + Engineers.)
  - c. **Recreational Amenities Plans** – Shall indicate the layout, dimension, details, finishes, materials, products and specifications for the various recreational components.
6. Drawings and technical specifications shall be delivered to the Client. All signed and sealed drawings required for permitting shall be printed by the Consultant and delivered to the Client.
7. During the Construction Document Phase the Consultant shall monitor cost periodically to verify internally that the documents represent the defined project budget.

#### D. CONSTRUCTION PHASE

Drawings will be prepared for **Issue for Bid**. The Consultant can at the Client's request provide limited continued services to assure that the design intent and terms of the documents are maintained.

##### 1. **Bidding & Negotiation Phase**

Coordinate with the Client during the bidding of the landscape architectural packages. Attend pre-bid conferences, clarify and interpret the drawings during the bidding process, and issue addenda. Changes to the documents during or after the bidding, as a result of the Client's direction to change the scope of work, will be viewed as Additional Services to the existing contract.

##### 2. **Construction Observation Phase**

Attend pre-construction meeting with the Client; review and respond to Architect for shop drawings, samples, and substitutions; prepare and issue revisions; consult with contractor for clarification of documents; make 12 interim site trips with field reports to observe the progress of the work (based on 4 hours per trip); and one substantial and one final inspection to confirm and sign off on City's Form 5020.

#### FEES

In consideration for services performed, Bentley Architects + Engineers agree to pay Foster Conant & Associates the following fees:

Preliminary Design	\$ 4,200
Design Development	8,900
Construction Documents	19,650
Bidding & Negotiation Phase	800
Construction Observation Phase	7,200
Direct Expenses	<u>750</u>
<b>TOTAL FEES</b>	<b>\$41,500</b>

### HOURLY RATES

In the event that the scope of service is expanded, or additions or revisions authorized by the Client are required, compensation for these services shall be handled on a negotiated basis or an hourly rate as follows:

President	\$170
Associate Principal	105
Associate Landscape Architect	85
Associate Designer	75
Staff	45

### GENERAL

**Direct Expenses** - All direct expenses related to the production, reproduction and presentation of drawings, including printing, CAD plotting, photo copying, express services, travel and overnight accommodations shall be reimbursable expenses. Direct expenses are billed without markup. Direct expenses have been estimated in the fee schedule but only the actual expenses incurred on this project will be billed.

**Documents** - All original electronic document files shall be retained by the Consultant for record purposes. All information produced under this contract is proprietary and shall not be shared with others without prior written consent. The Client shall be provided with reproducible copies of all original documents for his use and records. The Consultant reserves the right to withhold documents for unpaid services that exceed 60 days.

**Invoicing** - Invoices shall be submitted monthly as work progresses, and shall be due and payable upon receipt. An annual service charge of 18% shall be added to all unpaid balances outstanding after thirty days.

**Place of Venue** - This contract is deemed to have been made in Orlando, Florida and all sums payable shall be made to Foster Conant & Associates, 120 West Robinson Street, Orlando, Florida 32801-1617. Venue of any action to enforce or interpret this agreement shall lie in Orange County, Florida. Owner/Client agrees to pay Foster Conant & Associates its reasonable attorney fees and court costs for services provided to it relating to the enforcement or interpretation of this agreement.

**Fee Guarantee** - All rates and fees quoted shall be effective for a period of six (6) months, after which time they may be renegotiated with the Client.

**Termination** - This Agreement may be terminated by either party with fifteen (15) days written notice. In the event of termination, the Consultant shall be compensated to the date of termination, including direct expenses then due.

We look forward to working with you on this project.

Sincerely,



Richard R. Conant, FASLA  
President

This proposal, when signed and returned, is our authority to proceed with plans as outlined heretofore.

Accepted by: \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Print Name & Title: \_\_\_\_\_

116 SE 23<sup>rd</sup> Ter  
Cape Coral, FL 33990

Scott R, Vaughn, PE, LLC

FL 59531

srveinc@yahoo.com  
Tel: 239-494-2806

## Proposal for Engineering

August 17, 2016

Molly DeVivero, PE  
Bentley Architects & Engineers Inc.  
651 W Warren Ave Ste 200  
Longwood, FL 32750  
407-331-6116 x 122

Re: Westmonte Park  
624 Bills Lane  
Altamonte Springs, FL 32714

Scott R Vaughn, PE (SRV) is submitting this proposal to provide engineering for (1) Special Purpose Therapy Pool, approximately 1,200 sq. ft. that will accommodate a minimum capacity of 30 people, included in the design will be (1) ADA lift chair, ADA ramp, exercise bars and a bench with therapy jets. SRV shall provide all mechanical, structural, hydraulics, chemical feed, electric including panel schedule for pool and equipment room, riser diagrams for pool equipment and appurtenances. Coordination with landscape architect, architect, mechanical engineer, civil engineer and electrical engineer as scheduled.

Engineering for (1) Outside Pool approximately 7,500 sq. ft. with ADA lift chair, interactive bubblers and spray nozzles, beach entry and (2) swim lanes. SRV shall provide requirements for night swimming (overhead lighting design by others), coordinate all water, sewer, electric, gas and lighting. SWC will address the lighting photo metrics around the exterior and interior of pool. SRV shall provide all mechanical, structural, hydraulics, chemical feed, electric including panel schedule for pool and equipment room, riser diagrams for pool equipment and appurtenances. Coordination with landscape architect, architect, mechanical engineer, civil engineer and electrical engineer as scheduled.

SRV shall provide the design of holding tank for backwash. The therapy pool and outside pool will share an equipment room, architectural design of the equipment room by others.

Post design construction administration services and client comment response shall be provided unless the comments result in a change in scope or redesign of work already authorized and completed. SWC's involvement with the pool design will be limited to specifying a feeder and load center (panel(s)) of size based on the equipment electrical requirement and location that SRV provides, including circuiting design from this panel(s) to the equipment, sizing and specification of pool heating equipment and pump equipment. All utilities (sanitary sewer, pool gutter line, etc.) for discharges will be provided within (5) five foot of the project. Coordination with landscape architect to specify all pool materials (pool finish, tiles, handrails, coping, etc.) will be provided by SRV.

Permitting is not included in the scope of work for SRV.

All engineering is compliant with the 2014 Florida Building Code (5<sup>th</sup> Edition) and the City of Altamonte Springs Land Development Code.

Bentley & Sims Wilkerson Cartier shall provide the following:  
architectural plan, site plan, mechanical, electrical and plumbing in AUTOCAD latest version format, survey w/ elevations

116 SE 23<sup>rd</sup> Ter  
Cape Coral, FL 33990

Scott R, Vaughn, PE, LLC

FL 59531

[svpeinc@yahoo.com](mailto:svpeinc@yahoo.com)  
Tel: 239-494-2806

**Fee Schedule**

Therapy Pool	\$4,000.00
Outside Pool	\$15,000.00
Electrical	\$3,000.00
Coordination (4) Meetings (\$500.00 each)	\$2,000.00
<b>Total</b>	<b>\$24,000.00</b>
30% Completion	\$6,000.00
60 % Completion	\$6,000.00
100% Completion	\$6,000.00

**Inspection Schedule for Therapy and Outside Pools**

Rough Plumb & Pool Steel	\$1,000.00
Plumb to Equipment	\$1,000.00
Pre-Plaster Pool	\$1,000.00
Final, Including Equipment	\$1,000.00

Payment for inspections is due at the time of inspection.

\_\_\_\_\_  
Owner Approval, date

116 SE 23<sup>rd</sup> Ter  
Cape Coral, FL 33990

Scott R, Vaughn, PE, LLC.

FL 59531

[srypeinc@yahoo.com](mailto:srypeinc@yahoo.com)  
Tel: 239-494-2806  
Fax: 239-424-8768

## EXHIBIT A

### STANDARD PROVISIONS TO ENGINEERING AGREEMENT

EXHIBIT A APPLIES TO AN AGREEMENT BETWEEN \_\_\_\_\_  
AND \_\_\_\_\_ FOR PROFESSIONAL SERVICES DATED \_\_\_\_\_.  
Out of Pocket and Subcontract Expenses

"Out of Pocket Expenses" as used in the Agreement include such items as reproduction, postage and similar costs.

"Subcontract Expenses" as used in this Agreement include subcontracts for special consultants such as licensed land surveyors, soils borings and geotechnical and geohydrological services, laboratory services, environmental scientist services and other professional scientific or technical service organizations.

#### Additional Services

"Additional Services" of the Engineer are services which are not considered normal or customary basic services, except to the extent provided in the basic Agreement, and may include such items as preparation of grant or funding applications and supporting documents; additional services or costs resulting from significant changes in the scope or extent of the project or its design or project delays; providing renderings or models for the OWNER's use; preparing documents for alternate bids; furnishing the services of special consultants; resident project representation or resident inspection; services resulting from the award of additional separate contracts; special field surveys; reproducible Record Drawings or original Drawings; providing "as-built" drawings; additional services during construction; serving as a consultant or witness for the OWNER during any litigation, public hearing, etc.; and services normally furnished by the OWNER; or other services not otherwise specifically provided for in the Agreement. Additional services are not included in the basic payment provisions of the Agreement except to the extent specifically provided herein.

#### Re-Use of Documents

All documents including Drawings and Specifications prepared by the ENGINEER pursuant to this Agreement belong to the ENGINEER and are instruments of his service in respect to the project. They are not intended or represented to be suitable for reuse by the OWNER on another project or any extension of this project, or for use by others on this project, any extension, or any other project.

#### Termination

The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, the ENGINEER shall be compensated by the OWNER for all services performed under this Agreement. In addition, the ENGINEER will be paid for all reasonable expenses resulting from such termination.

# Sims Wilkerson Cartier Engineering, Inc.

## PROPOSAL

September 2, 2016



To: Molly deVivero  
Bentley Architects + Engineers

From: Kyle J. Cartier, P.E.

Reference: City of Altamonte Springs Westmonte Park  
Renovation

Subject: Engineering Fee Proposal - Final

### Background

- 1) Bentley Architects + Engineers, Inc. the Client, will engage Sims Wilkerson Cartier Engineering, Inc. (SWC) the Engineer and Design Professional, to provide professional engineering design services as outlined below.
- 2) Estimated design schedule is 12 months with a desired construction start date of October, 2017.
- 3) The estimated project budget for the park renovation is approximately \$15,500,000.

### Scope of Work

- 1) The City of Altamonte Springs, Florida intends to completely renovate the City's existing Westmonte Park. Renovation will include replacement of the existing competition swimming pool and pool equipment support building, replacement of the existing Therapeutic Pool and associated structure, site improvements inclusive of expanded parking and storm water design and new recreation fields and courts, demolition of existing structures and the construction of new structures.
- 2) The renovation will be based on previously developed Master Plan Option 3 and the new Community Center will be based on the floor plan and elevations developed in early April, 2016.
- 3) A new Therapeutic Pool will be designed (roughly the same size as existing) with access from a Senior Entrance to the new Community Center. Therapeutic pool building to include lockers, shower rooms and restrooms of similar size to existing.
- 4) The Community Center will be a single story structure that will include:
  - a) Administration space inclusive of enclosed offices, conference room, reception and circulation space, lobby and waiting area, family, individual and group restrooms, locker rooms, breakroom, multipurpose room and multipurpose room storage.
  - b) A 4,700 SF divisible (into 4 sections) multipurpose room that can accommodate 300 people standing, 200 people seated. Room and each room divisible piece will require AV equipment (such as a projector and screen) but will not require a stage or any stage lighting or lighting infrastructure.

- c) A Senior multipurpose room, approximately 1,500 square feet and located close to the Therapeutic pool entrance with kitchenette (no cooking, warming only). Kitchenette to include microwave, coffee maker, and refrigerator.
- d) A unisex restroom located close to the Senior area of the Center.
- e) **Pool restroom, life guard office and miscellaneous storage (chemical storage)**
- 5) The existing outdoor competition swimming pool will be replaced with new and a new pool equipment building is to be constructed to house not only the pool but also the Therapeutic pool equipment and pool support systems where possible. The pool shall be specified with area lighting to permit swimming at night and shall include previously defined play areas and two (2) lap lanes, 25 yards in length.
- 6) A new maintenance building is to be constructed. Building size shall be the same as existing plus an additional bay and the addition of restroom spaces defined below. The structure is to be specified with a wet pipe sprinkler system, ventilation fans and radiant or forced air heaters to prevent piping from freezing. Restrooms for park guests (ventilated only, neither cooled nor heated) and a unisex restroom for park personnel are to be included. An eyewash in the building shall be specified. **The City desired one of the bays to be drive through unless this adversely affects open space. The building shall also include an office and shall be specified with phone and ITS connectivity to the new Administration/Community Center Building.**
- 7) One (1) new pavilion is planned for the site. **The pavilion is intended to be provided by a vendor the City will select. Coordination with the selected pavilion will be required in order to coordinate relevant MEP related systems, such as power, lighting, plumbing, and gas (natural or propane) for a grill with the pre-fabricated pavilion. ~~Pavilion shall be specified with lighting and miscellaneous power receptacles.~~**
- 8) New lit parking areas are planned (to accommodate 190 to 200 vehicles) and are to be located at the front of the building.
- 9) A full size basketball court with six (6) goals is to be included. Court is NOT required to be lit.
- 10) A shade sail is to be specified between the sports courts.
- 11) Four (4) bocce courts (not lit) and two (2) tennis courts (lit) are to be included in the site layout. The bocce courts shall be specified with a shade structure over the area of play.
- 12) WiFi locations are to be added to the park for park guests. Coordination with the City IT staff will be required. Design of conduit systems to support the WiFi infrastructure will be included.
- 13) Upgrades to the park utility systems may be included in this project. City has indicated that the existing utility infrastructure is poor.
- 14) **The project shall include the addition of an emergency generator. Size of the generator shall be determined once the systems to be supported by the generator are defined.**
- 15) Construction documents are required for permit application and competitive bidding.

### Scope of Services

- 1) Meetings at the Client's office during design or meetings with the authority having jurisdiction for expediting the permitting process.
- 2) Field investigations in the vicinity of the proposed work to review readily observable conditions.
- 3) Preparation of selective demolition drawings for systems directly impacted by the proposed work where appropriate.
- 4) Site electrical design including coordination with the local utility for service, site distribution, parking lot lighting and connection to site amenities when defined by the client.
- 5) Design of plumbing systems modifications including, fixture and equipment selection and specification, piping layout, sizing and riser diagrams for the sanitary and domestic water systems.
- 6) Heating, ventilation and air conditioning systems design including provisions for ventilation with outside air, toilet exhaust, and air conditioning equipment and systems.
- 7) Preparation of an energy code submittal for those new structures that require one.
- 8) Lighting design coordination for the space including coordination of the layout of fixtures selected by the Client and placed in the ceiling grid by the Client. The lighting type shall be LED, the only light type allowed by the City.
- 9) Power systems design including modifications or additions to the distribution system and connection to lighting and equipment as defined by the Client.
- 10) Emergency power systems design including generator or uninterruptible power systems.
- 11) Telecommunication systems design including wiring, terminations, hubs and utility service coordination as well as low voltage systems designs including but not limited to Audio/Visual, CCTV, Control Access and Security.
- 12) Fire protection sprinkler design including the development of fire sprinkler design criteria for use by a State of Florida licensed fire sprinkler contractor to obtain a fire sprinkler permit for the project fire sprinkler systems and the layout of sprinkler heads for a coordinated reflected ceiling plan in those facilities that require fire protection.
- 13) Development of a performance based lightning protection system for each new vertical structure as well as a local area warning system.
- 14) Fire alarm design for those facilities that require fire protection.
- 15) Design of raceways and conduits for systems including but not limited to telephone, data and security when the Client defines the start and end points.
- 16) Bid period services including interpretation of the construction documents, response to contractor questions and the issuing of clarifications to the construction documents.
- 17) Construction period services including review of contractor submittals, response to contractor request for information and appropriately timed man visits to the site during construction for the review of the contractor's general compliance with the construction documents.
- 18) Incorporation of contractor as-built or record drawing markups into the construction documents either for record drawings or for resubmission to the authority having jurisdiction.

**Basis of Compensation**

- 1) For basic services as defined above:
  - a) 30% Plans Submittal \$ 36,195
  - b) 60% Plans Submittal \$ 73,485
  - c) 100% Plans Submittal \$ 65,600
  - d) Permit Submittal and Bid Sets \$ 6,270
  - e) Conformed Set \$ 3,325
  - f) Construction Period Services Phase \$ 26,125
  - Total Fee \$211,000
- 2) Expenses for travel, long distance telephone, plotting, printing, shipping and delivery will be considered reimbursable and billed at cost.
- 3) The following list of optional additional services, as defined below, are not included within this scope and fee. If any of the items below are desired, the client may request a lump sum fee proposal or authorize the work to proceed with compensation based on the actual hours required billed at the Engineer's current published hourly rates.
- 4) Hourly Rate Schedule

Principal (Chief Engineer) .....	\$185.00
Project Manager .....	\$145.00
Senior Engineer.....	\$125.00
Engineer .....	\$85.00
Senior Designer (Senior Engineering Technician) .....	\$95.00
Designer (Engineering Technician) .....	\$75.00
CAD / Computer Technician .....	\$65.00
Secretary/Clerical.....	\$45.00

**Optional Services Not Included**

- 1) Documentation of existing systems and equipment.
- 2) Analysis of alternative systems such as lighting systems or air conditioning systems.
- 3) Plumbing design for laboratories, or other specialty occupancy.
- 4) Plumbing design for grease lines or grease traps in support of any food service or food preparation.
- 5) Fire protection sprinkler design including piping design and hydraulic calculations.
- 6) Computer room fire suppression system design.
- 7) Specialty air conditioning system design for processes or intense computer loads.
- 8) Specialty exhaust system designs for grease removal, processes, smoke removal or fume hoods.
- 9) Interior lighting design beyond a general illumination or basic lighting design as defined in the Scope of Services above.
- 10) Preparation of an electrical overcurrent protective device coordination study.
- 11) Value engineering or cost reduction analysis and drawing modifications.

**Limitations and Exclusions**

- 1) Structural analysis or design to accommodate mechanical and electrical revisions and the requirements for permit will need to be provided by others and is not included.

- 2) No cost estimating is to be provided.
- 3) If changes that affect the mechanical and electrical design occur within five working days of the intended submission, extension of the submission date will be required.
- 4) Modifications to the drawings after the permit application to accommodate changes or additions will need to be considered additional services.
- 5) It is presumed that this project is not pursuing LEED certification. All support of LEED certification, including the creation of energy models, is excluded from this scope and fee.
- 6) You have indicated that all work associated with the park pool is being done as a turnkey effort with the project pool consultant. The pool consultant will be responsible for all MEP related aspects of the pool design (solar or geothermal heating, power distribution, pump selections, filtration, etc.) and our effort will be limited to electrical service coordination only. SWC will coordinate with the pool consultant to specify the power needed to support their turn-key effort and shall so specify a location for the electrical service to support the electrical needs of the pool equipment.

#### **Items to be furnished by the Client**

- 1) Electronic background files in AutoCAD or DXF format.
- 2) Designate a single point of contact for each project with the authority to transmit instruction, receive information, interpret and define policy and make decisions with respect to materials, systems and equipment relative to the consultant's services.

#### **Terms & Conditions**

- 1) Invoices for services rendered are prepared monthly and are due and payable within thirty (30) days from date of the invoice. Past due statements shall include interest from the date of invoice at a compound rate of one and one-half (1-1/2) percent per month.
- 2) Payments to the Engineer shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Engineer's compensation for any reason unless the Engineer has been found to be legally liable for such amounts.
- 3) If the Client does not engage the Engineer to provide Construction Administration services, then the Engineer shall not be responsible for components of the project, if any, for which shop drawings, product data, or samples are required; or for errors or omissions in the construction documents prepared by the Engineer which would have been discovered and corrected by the Engineer had the Engineer been engaged for Construction Administration services. The Client agrees to release the Engineer from and protect against all liability arising out of those matters stated in foregoing sentence to be outside the Engineer's responsibilities.
- 4) The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or

omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

- 5) Neither the professional activities of the Engineer, nor the presence of the Engineer or his or her employees and sub consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- 6) The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's work or services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain like requirements. Failure by the Client, and the Client's contractors or subcontractors to notify the Engineer, shall relieve the Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- 7) Either party may terminate this Agreement by giving thirty (30) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.
- 8) For services involving the renovation of or modification to existing structures including, but not limited to, the mechanical, electrical, and plumbing systems thereof, the Engineer will rely on his observation of readily observable existing conditions. Although the documented systems components of the existing structure to be modified will be analyzed, the actual components of the existing structure cannot be fully determined because the Engineer was not present during fabrication or construction. The Engineer will therefore make recommendations and designs which in the Engineer's opinion will meet the needs of the situation, commensurate with economic constraints, but for which the Engineer can make no assurances that unforeseen conditions which come to light may not require changes in the scope of services or in the design.
- 9) In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
- 10) In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

- 11) It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any person legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suite shall be directed and/or asserted only against the Design Professional, a Florida corporation, and not against any of the Engineer's employees, officers or directors.
- 12) In recognition of the relative risks and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed the Engineer's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- 13) The Client acknowledges the Engineer's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all monies due to the Engineer. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Engineer. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the plans and specifications from or through the Client without the written authorization of the Engineer.
- 14) In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client agrees to release the Design Professional from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and cost arising from the sole negligence or willful misconduct of the Engineer.
- 15) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.
- 16) All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no

circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

- 17) The signature of a duly authorized official of the Client may indicate acceptance of a proposal. One signed copy of a proposal returned to the Engineer will serve as an Agreement between the two parties and as a Notice to Proceed (unless indicated otherwise by the Client). This contract will be binding on the parties hereto. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void.

\_\_\_\_\_  
Client Acceptance Signature

\_\_\_\_\_  
Date



Meeting Date: October 4, 2016

From: \_\_\_\_\_

Mark D. DeBord, Finance

Approved: \_\_\_\_\_

Franklin W. Martz, II, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT: SOLICITATION AWARD**

RFP-16-040-BK for PROFESSIONAL ENGINEERING SERVICES - SR 436 EAST PEDESTRIAN

**SUMMARY EXPLANATION & BACKGROUND:** The solicitation called for offers to secure licensed professional engineering and design services and to assist in post-design construction services for the proposed pedestrian/bicycle underpass under State Road 436 between the Renaissance Centre entrance and Essex Avenue.

The City received sealed proposals from four firms. Procurement evaluated the proposals and found all four submittals complete and responsive.

An Evaluation Committee evaluated the written submittals received from the responding firms. Each Committee member independently evaluated the submittals based on pre-established evaluation criteria. The Evaluation Committee ranked the firms as follows:

- 1st - Vanassee Hangen Brustlin, Inc.
- 2nd - Horizon Engineering Group, Inc.
- 3rd - Atkins North America, Inc.
- 4th - Dewberry Engineers, Inc.

Upon approval of the ranking staff will negotiate a final scope and professional services fee with Vanassee Hangen Brustlin, Inc. for the Mayor's execution. If we are unable to negotiate an acceptable contract with Vanassee Hangen Brustlin, Inc. we will move to negotiations with the next ranked firm.

**FISCAL INFORMATION:** 3<sup>rd</sup> Gen Infrastructure Sales Tax Acct/Project No: 32404010-563800-16011

**RECOMMENDED ACTION:** Approve RFP-16-018-BK Evaluation Committee's ranking, authorize staff to negotiate a contract with the top ranked firm, Vanassee Hangen Brustlin, Inc., and authorize the Mayor to execute the final negotiated contract.



Meeting Date: October 4, 2016

From: \_\_\_\_\_

Mark DeBord, Finance Director

Approved: \_\_\_\_\_

Franklin V. Martz, II, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** City surplus equipment and machinery.

**SUMMARY EXPLANATION & BACKGROUND:**

The equipment and machinery outlined on the attached list is currently held by the City of Altamonte Springs. These items are now considered obsolete by the various departments.

The Finance Department would like to dispose of items not damaged utilizing the services of George Gideon Auctioneers, Inc. at the low commission rate negotiated by Seminole County by attaching our surplus property to their contract parameters. All other items will be properly disposed.

**FISCAL INFORMATION:**

This has no material effect on the budget.

**RECOMMENDED ACTION:**

Declare the attached list of property as surplus as required by Florida State Statute 274.07 and approve disposal at public auction.

Initiated by: Laurie Daugherty, Accountant

**SURPLUS PROPERTY**

AUCTION DATE: October 15, 2016

Equipment Description	Vehicle No.	Make/Model	Serial/VIN	Assest No.	Location
Chevy Impala	450	Chevrolet	2G1WS551269379657	21591	Fleet
Chevy Impala	476	Chevrolet	2G1WS553489252882	21975	Fleet
Chevy Impala	103	Chevrolet	2G1WF55K429231338	20020	Fleet
Blazer	3220	Chevrolet	1GNCS13X24K146827	20732	Fleet
Blazer	2510	Chevrolet	1GNCS13W72K189211	20234	Fleet
S10 Pick-up Truck	1604	Chevrolet	1GCCS19W028178239	20023	Fleet
S10 Pick-up Truck	2135	Chevrolet	1GCCS14W518234374	19967	Fleet
S10 Pick-up Truck	2519	Chevrolet	1GCCS19H338178982	20459	Fleet
S10 Pick-up Truck	1107	Chevrolet	1GCCS19H538138533	20367	Fleet
F350 Dump Truck	519	Ford	1FDWF36F0YEE26061	19652	Fleet
F350 Dump Truck	3262	Ford	1FDWF36F82EC96263	20286	Fleet
F350 Pick-up Truck	1603	Ford	1FTWW32F7XEE06026	19201	Fleet
Silverado	2125	Chevrolet	1GCEC14Z052214260	21147	Fleet
Silverado	682	Chevrolet	1GCEC14V94Z230274	20730	Fleet
Refuse Truck	1303	Crane Carrier	1CYCCL58X6T047532	21615	Fleet
Lightning Loader	1349	Sterling	2FZHANBS21AJ49207	19958	Fleet
F350 Utility Body	2481	Ford	1FDWF36S4EC07146	20764	Fleet
Port-A-Cool	-	-	59838-02	20362	Fleet
Port-A-Cool	-	-	61019-02	20363	Fleet
Port-A-Cool	-	-	59449-02	20364	Fleet
Small Equipment Lift	-	Heftee	13557	16951	Fleet
Small Equipment Lift	-	Handy	-	12147	Fleet
Hedge Clipper	3308	Stihl	271814686	NA	Fleet
Chainsaw	2458	Homelite	H01111283	NA	Fleet
Air Compressor	2213	Emglo	8061092070	NA	Fleet
Fertilizer Sprayer	-	-	-	-	Fleet
Generator	-	Stamford/Fiat	From Cranes Roost Stage	-	Fleet
Misc. Truck Tool Boxes	-	-	-	-	Fleet
Misc. Impala Backseats & Parts	-	-	-	-	Fleet
Misc. Police Equipment	-	-	-	-	Fleet
Bookdrop (outdoor)				23953	Library
Pocket Scales (8)				N/A	PD
DigiWeigh Pocket Scales (4)		DigiWeigh		N/A	PD
RADIO PRTBLE, MTRLA MTS 2000 III 800 MHZ		Motorola	466AXJ1197	18405	PD
RADIO, PRTBLE, MTRLA MTS2000 III		Motorola	466AYW0046	18776	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1290	18794	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1296	18800	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1308	18812	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1327	18831	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1330	18834	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1337	18841	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1340	18844	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1355	18859	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1358	18862	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1362	18866	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1366	18870	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1371	18875	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1373	18877	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AXW1338	18842	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AYW6237	19194	PD
RADIO, PRTBLE, MTRLA MTS2000		Motorola	466AZG4498	19365	PD
RADIO, PRTBLE,MTRLA MTS2000, STRTSTE		Motorola	466ABA4613	19943	PD
RADIO, PRTBLE,MTRLA MTS2000, STRTSTE		Motorola	466ABA4612	19944	PD
RADIO, PRTBLE, MTRLA MTS2000 II W/MCRPHN		Motorola	466ACE2683	20265	PD
GYM, TREADMILL, LIFT FITNESS TR-9500HR		Life Fitness	HTO104751	20609	PD
RADIO, PRTBLE, APX6000		Motorola	481CNZ1645	22871	PD
gray chair		NA	NA	None	PD
black and brown desk		NA	NA	None	PD
TRIPOD		Empire AJAX	N/A	N/A	PD

**SURPLUS PROPERTY**

AUCTION DATE: October 15, 2016

Equipment Description	Vehicle No.	Make/Model	Serial/VIN	Assest No.	Location
TRIPOD		SUNTAR FO-2000	N/A	N/A	PD
TRIPOD		Manfrotto 724Bdigi	N/A	N/A	PD
TRIPOD		Velbon Victory 450	N/A	000548	PD
TRIPOD		Solidex	N/A	000850	PD
TRIPOD		Elevator Husky IV	N/A	000640	PD
TRIPOD		Albinar	N/A	001374	PD
EVIDENCE VACUUM SWEEPER		Sirchie 618RE	N/A	V2-01	PD
ANTI-PUTREFACTION MASK		Sirchie	PV-002-G	N/A	PD
ULTRAVIOLET LAMP		Spectroline BIB-150PX	1364657	N/A	PD
STILL PICTURE PROJECTOR		Knox 6009/6281	552X-120	001515	PD
SPECIAL OPS HELMET		MED-ENG Systems EO	89-162	N/A	PD
CAMERA W/ FILM		Nikon F100	N/A	020695	PD
AUXILLARY FLASH		Quantaray MS-1	53-166-0769	N/A	PD
REMOTE CORD		NIKON MC-30	18208046607	N/A	PD
CAMERA		Polaroid MP-4 Land Ca	N/A	12866	PD
GREEN DESK		N/A	N/A	00137	PD
5 SHELVE BOOK SHELF (2)		N/A	N/A	N/A	PD
HANDHELD CASSETTE RECORDERS (2)		Panasonic	N/A	N/A	PD
FLORIDA STATUTE BOOKS (6)		N/A	N/A	N/A	PD
CHILD MALTREATMENT BOOKS (2)		N/A	N/A	001852	PD
OFFICE CHAIRS (3)		N/A	N/A	N/A	PD
FILE HOLDERS (MISC.) (9)		N/A	N/A	N/A	PD
CORKBOARDS (3)		N/A	N/A	N/A	PD
DELL LATITUDE E6510 LAPTOP		DELL	GYXJ3A00JSD2		PD
GATEWAY M675 LAPTOP		GATEWAY	1100233017		PD
VIPRE H-2500 FIELD UNIT LAPTOP		VIPRE	74109699316	015 /023632	PD
VACUUM CLEANER		BISSELL	N/A		PD
MULTI-SLOT CHARGER FOR MTS2000		Motorola		18572	PD
DIGITAL MAVICA STILL CAMERA		Sony MVC-FD83		001051	PD
5 SLOT CHARGER FOR BATTERIES ONLY				N/A	PD
BATTERY CHARGER FOR OLYMPUS CAMERAS (11)		Olympus		N/A	PD
BATTERY BACK-UPS FOR MCS2000 (4)		Motorola		N/A	PD
EXTERNAL FLOPPY DRIVE		Dell		N/A	PD
BASE SPEAKERS W/PLATFORM and HAND MIC (2)		Motorola		N/A	PD
STANDING MICROPHONES (3)		Motorola		N/A	PD
RADIO CHARGERS FOR MTS2000 (97)		Motorola		N/A	PD
RADIO MICROPHONES FOR MTS/MCS2000 (100)		Motorola		N/A	PD
REFLECTIVE VESTS (18)				N/A	PD
Ultra Lyte laser		Laser Technology	Ux004730	20074	PD
Directional Radar		Decatur Genesis	8145		PD
Radar		Decatur Genesis	4675		PD
Radar		Falcon HR	FH01262		PD
Radar		Falcon HR	FH01235		PD
Accelerometer		Vericom VC-2000	92471112	15729	PD
Breath analyzer		Life Loc PBA 3000	4282		PD
Franzen Armloc II Pistol Safes (Qty -5)					PD
APC Backups 300	IS01950		PB9917221000		IS
APC Backups 350	IS01935		AB0418340417		IS
APC Backups 350	IS00443		AB0312131193		IS
APC Backups 450	IS05065		4B1248P30192		IS
APC Backups 450	IS05159		4B1248P30235		IS
APC Backups 450	IS05008		4B1224P08417		IS
APC Backups 500	IS02909		3B0621X49999		IS
APC Backups 500	IS02972		JB0509014856		IS
APC Backups 500	IS02359		BB0426033617		IS
APC Backups 500	IS02546		BB0424028410		IS
APC Backups 500	IS02403		BB0426021655		IS
APC Backups 500	IS06231		BB0424029347		IS
APC Backups 500	IS02254		BB0424034572		IS
APC Backups 500	IS01804		BB0426033568		IS

**SURPLUS PROPERTY**

AUCTION DATE: October 15, 2016

Equipment Description	Vehicle No.	Make/Model	Serial/VIN	Assest No.	Location
APC Backups 500	IS02980		NB0617003716		IS
APC Backups 500	IS02938		BB0426033576		IS
APC Backups 500	IS02933		BB0426032842		IS
APC Backups 500	IS01688		BB0426033640		IS
APC Backups 500	IS02354		BB0426032904		IS
APC Backups 500	IS02240		BB0424034526		IS
APC Backups 500	IS02363		BB0426033579		IS
APC Backups 500	IS02415		BB0426021693		IS
APC Backups 500	IS02376		BB0426021847		IS
APC Backups 500	IS02762		3B0621X50003		IS
APC Backups 500	is02638		bb0424034349		IS
APC Backups 500	is02939		bb0426021858		IS
APC Backups 500	IS02934		BB0424034504		IS
APC Backups 500	IS02617		BB0426024979		IS
APC Backups 500	IS02910		3B0622X16869		IS
APC Backups 500	IS02412		BB0426032907		IS
APC Backups 500	is02367		BB0426033621		IS
APC Backups 500	IS02369		BB0426033633		IS
APC Backups 500	IS02932		BB0424034510		IS
APC Backups 500	IS02936		BB0426032721		IS
APC Backups 500	IS02381		BB0426021831		IS
APC Backups 500	IS01793		BB0424034274		IS
APC Backups 500	IS01658		NB0617005449		IS
APC Backups 500	IS02259		BB0424028623		IS
APC Backups 500	IS02255		BB0424034299		IS
APC Backups 500	IS02926		BB0424034519		IS
APC Backups 500	IS02353		BB0426032873		IS
APC Backups 500	IS02887		BB0426032693		IS
APC Backups 500	IS01823		AB0217142882		IS
APC Backups 500	IS02418		BB0426021583		IS
APC Backups 500	IS03486		BB0426032922		IS
APC Backups 500	IS02357		BB0426032926		IS
APC Backups 500	IS02420		BB0426032606		IS
APC Backups 500	IS02429		BB0426021848		IS
APC Backups 500	IS02333		BB0426033629		IS
APC Backups 500	IS02922		BB0426021685		IS
APC Backups 500	IS01926		JB0243036350		IS
APC Backups 500	IS02479		BB0424028429		IS
APC Backups 500	IS01770		NB0617005221		IS
APC Backups 500	IS03633		3B0735X00056		IS
APC Backups 500	IS02483		BB0426032772		IS
APC Backups 500	IS02908		3B0621X49962		IS
APC Backups 500	IS02309		AB0217342963		IS
APC Backups 500	IS02544		BB0424033997		IS
APC Backups 500	IS00394		BB0426033558		IS
APC Backups 500	IS02915		3B0622X15569		IS
APC Backups 500	IS02914		3B0621X49925		IS
APC Backups 500	IS00436		JB0401002188		IS
APC Backups 500	IS00220		BB0424034330		IS
APC Backups 500	IS02360		BB0426021698		IS
APC Backups 500	IS01708		3B0622X54676		IS
APC Backups 500	IS02944		BB0424034545		IS
APC Backups 500	IS02920		BB0426021823		IS
APC Backups 500	IS02916		3B0621X49963		IS
APC Backups 500	IS02943		BB0426017037		IS
APC Backups 500	IS02265		BB0424034346		IS
APC Backups 500	IS02362		!B0426&32865		IS
APC Backups 500	IS02250		BB0424034311		IS
APC Backups 500	IS02366		BB0426033624		IS
APC Backups 500	IS02358		BB0426021690		IS
APC Backups 500	IS02368		BB0426033634		IS

**SURPLUS PROPERTY**

AUCTION DATE: October 15, 2016

Equipment Description	Vehicle No.	Make/Model	Serial/VIN	Assest No.	Location
APC Backups 500	IS02241		BB0424030250		IS
APC Backups 500	IS02227		BB0424034529		IS
APC Backups 500	IS02404		BB0426033585		IS
APC Backups 500	IS02224		BB0424034298		IS
APC Backups 500	IS01970		JB0405038732		IS
APC Backups 500	IS01738		NB0617005465		IS
APC Backups 500	IS02236		BB0424034534		IS
APC Backups 500	IS02306		BB0426033607		IS
APC Backups 500	IS01932		AB0313122838		IS
APC Backups 500	IS02345		BB0426032919		IS
APC Backups 500	IS02315		BB0426033614		IS
APC Backups 500	IS01739		3B0622X54727		IS
APC Backups 500	IS02351		BB0426033637		IS
APC Backups 500	IS02324		BB0426033636		IS
APC Backups 500	IS02371		BB0426021702		IS
APC Backups 500	IS02305		BB0426032927		IS
APC Backups 500	IS02225		BB0424034538		IS
APC Backups 500	IS02252		BB0424034287		IS
APC Backups 500	IS02414		BB0426033627		IS
APC Backups 500	IS02364		BB0426021843		IS
APC Backups 500	IS01608		BB0424034339		IS
APC Backups 500	IS02258		BB0424034581		IS
APC Backups 500	IS02487		BB0426032937		IS
APC Backups 500	IS02320		BB0426021711		IS
APC Backups 500	IS02477		BB0424033931		IS
APC Backups 500	IS02257		BB0424034583		IS
APC Backups 500	IS02307		BB0426033602		IS
APC Backups 500	IS01615		BB0426033555		IS
APC Backups 500	IS02438		BB0424010935		IS
APC Backups 500	IS02470		BB0424012437		IS
APC Backups 500	IS02499		BB0424012430		IS
APC Backups 500	IS02232		BB0424034336		IS
APC Backups 500	IS02431		BB0404033018		IS
APC Backups 500	IS02440		BB0426021598		IS
APC Backups 500	IS02959		BB0424034297		IS
APC Backups 500	IS02402		BB0426032930		IS
APC Backups 500	IS02961		JB0623043753		IS
APC Backups 500	IS02441		BB0424012046		IS
APC Backups 500	IS02423		BB0426032931		IS
APC Backups 500	IS02375				IS
APC Backups 500	IS02397		BB0426032816		IS
APC Backups 500	IS02892		BB0424034312		IS
APC Backups 500	IS02263		BB0424034306		IS
APC Backups 500	IS00468		3B0621X49921		IS
APC Backups 500	IS02326		BB0426032847		IS
APC Backups 500	IS02430		BB0426021833		IS
APC Backups 500	IS02950		BB0426032923		IS
APC Backups 500	IS02377		BB0426021849		IS
APC Backups 500	IS02335		BB0426032916		IS
APC Backups 500	IS02323		BB0426033204		IS
APC Backups 500	IS02432		BB0424010829		IS
APC Backups 500	IS02334		BB0426033619		IS
APC Backups 500	IS02428		BB0426032855		IS
APC Backups 500	IS02340		BB0426032928		IS
APC Backups 500	IS02253		BB0424034566		IS
APC Backups 500	IS02891		BB0424034322		IS
APC Backups 500	IS02266		BB0424033996		IS
APC Backups 500	IS02350		BB0426032934		IS
APC Backups 500	IS02319		BB0426021853		IS
APC Backups 500	IS02398		BB0426021845		IS
APC Backups 500	IS02308		BB0426032908		IS

**SURPLUS PROPERTY**

AUCTION DATE: October 15, 2016

Equipment Description	Vehicle No.	Make/Model	Serial/VIN	Assest No.	Location
APC Backups 500	IS02488		BB0426032909		IS
APC Backups 500	IS02411		BB0426021851		IS
APC Backups 500	IS02304		BB0426033635		IS
APC Backups 750			5B1043T10999		IS
APC Backups 750	IS03304		3B0744X52541		IS
APC Backups 750	IS03120		3B0741X01603		IS
APC Backups 750	IS05476		4B1418P21402		IS
APC Professional PowerCell	IS01922		C95066114953		IS
Dell Latitude D800			9LLRN21		IS
Dell Latitude ATG D630	IS00265		52YT8F1	22059	IS
Dell Latitude E6400 ATG	IS04045		J6YL3M1	22375	IS
Dell Latitude E6400 ATG	IS04035		75YL3M1	22365	IS
Dell Latitude E6400 ATG	IS04051		5VXL3M1	22381	IS
Dell Latitude E6400 ATG	IS04018		9SXL3M1	22348	IS
Dell Latitude E6400 ATG	IS04015		DSXL3M1	22345	IS
Dell Latitude E6400 ATG	IS04040		70YL3M1	22370	IS
Dell Latitude E6400 ATG	IS04057		1WXL3M1	22387	IS
Dell Latitude E6410 ATG	IS04100		HS7HTM1		IS
Dell Latitude E6410 ATG	IS04110		FT7HTM1		IS
Dell Latitude E6410 ATG	IS04113		DF8HTM1		IS
Dell Latitude E6410 ATG	IS04101		1F8HTM1		IS
Dell Latitude E6410 ATG	IS04105		498HTM1		IS
Dell Latitude E6410 ATG	IS04104		CS7HTM1		IS
PowerEdge T110	IS03832		80ZB9P1		IS
Dell Optiplex 780	IS04186		9FKBBP1		IS
Dell Optiplex 780	IS04210		9FGDBP1		IS
Dell Optiplex 780	IS04207		9FMCBP1		IS
Dell Optiplex 780	IS04169		9FKCBP1		IS
Dell Optiplex 780	IS04190		9FJDBP1		IS
Dell Optiplex 780	IS04168		9FMBBP1		IS
Dell Optiplex 780	IS04202		9FQCBP1		IS
Dell Optiplex 780	IS04188		9FPCBP1		IS
Dell Optiplex 780	IS05758		9FDBBP1		IS
Dell Optiplex 780	IS04183		9FGCBP1		IS
PSI PP405 Printer	IS01839		20600649	20355	IS
Dell 5100 CN Printer	IS02880		7WFWQ71		IS
Dell 3110 CN Printer	IS03000		8384881	21853	IS
Dell 3110 CN Printer	IS01656		J3J4991	21732	IS
Dell C1760 Printer			8JWN3Y1		IS
Epson WF3540 Printer			QX2Y301754		IS
Dell Laserprinter 720 DN	IS00267		FG8X7D1		IS
Dell P2212HB Monitor			CNONDMRP7426127K355U		IS
Dell P2212HB Monitor	IS06302		CNONDMRP7426127B2KWU		IS
Dell P2212HB Monitor	IS04365		CNONDMRP7426121D588S		IS
Dell P2212HB Monitor	IS06203		NONDMRP742612962P9U		IS
Dell U2311HB Monitor	IS03767		CNONOWV7742610830CAL		IS
Dell U2412MB Monitor	IS04251		CN0M2GCR742611AK2EGL		IS
Dell 1905FP Monitor	IS02502		CNOT611671618557ABYU		IS
Dell 1905FP Monitor	IS00166		CNOT611671618513AGDD		IS
Dell 2407WFPB Monitor	IS01733		MXOCC30246634741V8S		IS
Dell P2210t Monitor	IS04445		06H6FX7444516RHFBS		IS
Avaya G350			05IS34681608		IS
Avaya 4602SW Phone			05GM31031659		IS
Avaya 9611G Phone	IS05821		12WZ08360002		IS
Avaya 4690IP Phone	IS03323		0004F2E26307		IS
Zebra RW420			XXRCJ133000556		IS
Zebra RW420			XXRC07-34-5150		IS
Zebra RW420	IS04398		XXRCJ120301825		IS
Zebra RW420			XXRCJ120201819		IS
Dell Adapter DE2045-1320	IS04511				IS
Dell Adapter DE2045-1320	IS04293			22137	IS

**SURPLUS PROPERTY**

AUCTION DATE: October 15, 2016

Equipment Description	Vehicle No.	Make/Model	Serial/VIN	Assest No.	Location
Dell Adapter DE2045-1320	IS04323				IS
Dell Adapter DE2045-1320	IS04274				IS
Zebra RCLI-DC Moblie Charger	IS04343				IS
Zebra RCLI-DC Moblie Charger	IS04338				IS
IO MegaZip 100			PWBJ25B39A		IS
Libert UPStation GXT Battery	IS02966		0413400174AG171		IS
Libert UPStation GXT2 Battery	IS02965		0405700265AF011		IS
Libert UPStation GXT2 Battery	IS02968		0413400015AG171		IS
Libert UPStation GXT2 Battery	IS02967		0413400178AG171		IS
Black Project Carrying Case					IS
Box of Miscellaneous Items					IS
Box of Miscellaneous Items					IS
Box of Miscellaneous Nokia Phones					IS
Box of Miscellaneous Nokia Phones					IS
Box of Miscellaneous Keyboards					IS
Box of Miscellaneous Cables/Items					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Chair					IS
Miscellaneous Office Lamp					IS
Miscellaneous Audio Rack / Equipment					IS
Dynex Color Tube TV w/ Wall Mount 19"					Facilities
Flat Panel TV					Facilities
Flat Panel TV					Facilities
Color LED Underwater Fountain Lights (46)					Facilities
Incandescent White Fountain Lights (12)					Facilities
Fountain Jet Water Switches (46)					Facilities
Metal Halide 150W Uplights (8)					Facilities
Metal Halide 400W Uplights - Hubbell WD18D (12)					Facilities
Treadmill Life Fitness 9500 SR					Facilities
Manitowak Ice Machine Head		QD0602A	20467525	20386	Facilities
Manitowak Ice Machine Head		SD0322A	110715275		Facilities
Manitowak Ice Machine Head		SD0602A	11081515		Facilities
3M Overhead projector (incl. 1 extra bulb)					PW-Keller
APC Battery backups (Qty -11)					PW- Keller
Traffic Counter w hoses & accessories				13130	PW-W. Alt
Traffic Counter w hoses & accessories				14625	PW-W. Alt
Traffic Controller (Nema)		980-A1200-1	01-18-001-2805		PW-W. Alt
Traffic Controller		MMU516	0314-029-8380		PW-W. Alt



Meeting Date: October 4, 2016  
From: Mark DeBord  
Mark DeBord, Finance Director  
Approved: Franklin W. Martz, II  
Franklin W. Martz, II, City Manager

Official Use Only  
Commission Action: \_\_\_\_\_  
City Manager: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBJECT:** Cranes Roost Park Rehabilitation and Enhancements, contract RFP14031

**SUMMARY EXPLANATION & BACKGROUND:**

The Commission approved a Construction Manager At Risk contract with Wharton-Smith, Inc. for the Cranes Roost Park Rehabilitation and Enhancements. The contract totaled \$9,851,961.78, which included change orders.

Additional work, in the amount of \$4,308,354.62, was needed for the project. This was offset by Owner Direct Purchases in the amount of \$2,730,090.60, for a net of \$1,578,264.02.

**FISCAL INFORMATION:**  
**Fund:** Community Redevelopment Agency  
**Dept/Div:** Capital Projects

**RECOMMENDED ACTION:** Approve the Change Order in the amount of \$1,578,264.02 with Wharton-Smith, Inc.



225 Newburyport Avenue  
Altamonte Springs, FL 32701-3697

## Memorandum

**To:** Rochelle Croskey

**From:**

Trey Sisk

**CoAS PW#** PW2014-020

**Date Issued:**

Sept. 23, 2016

**Project:** Cranes Roost Park Rehabilitation

**Subject:** Financial Recap

**Memo:** Below find the description for the attached spreadsheet explaining the color coding of the items addressed:

Dec. 2015 determination was made to cover the potential project cost overruns by not executing a contract change order. These costs were to be offset by the value of the ODP items.

1. **Green** – Items highlighted here were on the Dec. 2015 list and have been offset by the ODP amounts to balance the contract.
2. **White** – Items highlighted here are additional requested upgrades to the park not in the scope of the original GMP.
  - Additional Hardscape Improvements – were the replacement of the existing two (2) brick ramps with matching brick in the amphitheater and remedying ADA issues on the existing ramps, and the replacement of the amphitheater stair tread and riser brick overlay to match surrounding brick.
  - Tangent Overlay at Stage – this was the recovering of the barges at the proscenium and the “home base” piling/mooring elements. Work also include a chase for the stage umbilical power/fiber cable when in use during events.
  - Stage Bathroom/Green Room – the replacement of the antiquated portable toilet and canvas curtain walls was made to provide a new toilet and air conditioned space, with minor storage, on one side of the stage. The second was to eliminate the second portable toilet and curtain wall providing a much needed “Green Room” space for performers to be housed, allow for costume changes, and serve as an additional air conditioned holding/storage space during events.
  - Drinking Fountains – Chilled Water – replacement/and upgrade of the existing park water fountains was planned to be performed by Leisure Services over a period of time This work was determined to be essential to the overall rehabilitation of the park. Work included electrical service, drains and ADA concrete pads at revised locations.
  - Up-Lights – the post mounted up-lights (BK) have been failing over the last five (5) years and were scheduled to be replaced over a period of time by Leisure Services. These were all replaced with more efficient LED throughout the entire



225 Newburyport Avenue  
Altamonte Springs, FL 32701-3697

## Memorandum

project area. The In-grade palm tree up-lights have been continuing maintenance issue for Facilities. As contractor had to replace six of these (damaged by their demolition operations), it was determined not to replace them with the existing type. All were replaced with sealed LED type units, with contractor paying for his six.

3. **Blue** – Items highlighted here are additional scope items not covered by the original GMP, and are related to future development of the Uptown Area.
- Mini-Cell Tower Infrastructure - This is the placement of a duct bank to facilitate the future installation of telecommunications equipment within the right-of-way of Cranes Roost Blvd. from SR 436 north to Festival Drive. Junction boxes were strategically located to allow for telecommunication providers to access this duct bank without impacting any of the newly constructed roadway or sidewalk improvements.
  - Cranes Roost Blvd Developer Changes – these modifications were made to the roadway and infrastructure in coordination with the developer’s plans for the “Crane” and “Fore” projects. The determination to make these changes was to allow for development to occur, without the need to demolish and reconstruct the completed roadway/sidewalks to facilitate the developer construction behind the right-of-way.
  - Signs at Festival Drive and Oyster Bay:
    - ❖ Festival Drive – this has not been maintained in the past as it was understood to be the responsibility of the developer. This has since been reversed to become the City’s responsibility. The condition of the sign, lighting and landscape require rehabilitation to facilitate normal maintenance operations to be implemented.
    - ❖ Oyster Bay – this sign is the developer’s responsibility, and minimal maintenance has been performed to the point where it does not match the other three (3) signs within the area along SR436. The condition of the sign, lighting and landscape require rehabilitation to facilitate normal maintenance operations to be implemented. Determination of future maintenance responsibility being transferred to the City is being considered.
    - ❖ Lofts/Emerson – this is the area between what appeared to be the two (2) private properties, but has been researched to determine that the walkway between the properties is actually a City element. The walkway and railing are City replacement responsibilities. Maintenance by developer’s agreement is to be performed by the Lofts. The drainage across the walkway from the south to the north had created erosion to the Emerson property. This condition was remedied by the installation of aluminum plating, installation of catch basins, re-grading the slopes and installation of landscape/sod to eliminate the erosion damage.



## Memorandum

225 Newburyport Avenue  
Altamonte Springs, FL 32701-3697

Maintenance of the private property can now be performed by both property owners.

4. **Yellow** – Item highlighted here is ODP number provided by Finance.

**Signature:** \_\_\_\_\_  
Trey Sisk, Construction Project Manager

**Job Name** Cranes Roost Park Rehabilitation  
**Owner** City of Altamonte Springs  
**CM:**  
**Wharton-Smith, Inc.**

9/22/2016

Tracking #	Description	Approved Value	Fund Source	Totals
1	Florida Field Stone Lake Edge	\$ 120,882.00	Park CRA	\$ 2,730,117.60
2	Fireworks Barge Anchors	\$ 76,579.00	Park CRA	
3	Electrical Events Upgrades	\$ 635,817.00	Park CRA	
4	North Shore Landscape w/Walkway Realignment	\$ 165,878.60	Park CRA	
5	Fireworks Barge Rehabilitation	\$ 113,808.00	Park CRA	
6	Uptown Blvd Improvements	\$ 224,517.00	Park CRA	
7	East B/Walk & Overlook Replacement	\$ 1,392,636.00	Park CRA	
8	Additional Hardscape - Ramps & Stairs	\$ 329,825.00	Park	\$ 734,124.20
9	Tangent Overlay Stage Proscenium/Mooring Piles	\$ 87,995.00	Park	
10	Stage Bathroom/Green Room	\$ 82,081.00	Park	
11	Drinking Fountain - Chilled Water/Drains	\$ 58,610.00	Park	
12	Uplights - In-grade & Post Mounted	\$ 175,613.20	Park	
13	Mini-Cell Tower Infrastructure - Duct Banks	\$ 108,896.00	Dev CRA	\$ 844,112.82
14	Cranes Roost/Uptown Developer Modifications	\$ 659,078.00	Dev CRA	
15	Uptown Signs at Festival & Oyster Bay	\$ 9,355.82	Dev CRA	
16	Lofts/Emerson Aluminum Plates & Landscape	\$ 66,783.00	Dev CRA	
	ODP Deduction			\$ (2,730,090.60)
	Additional Park Costs			\$ 1,578,264.02

GMP Value (Pre + Construcion)	\$ 9,851,961.78	
Dec. 2015 Overruns Identified-Actual	\$ 2,730,117.60	
Improvement Add-In	\$ 1,578,237.02	Dec Est
Revised Contract Subtotal	\$ 14,160,316.40	\$ 14,655,796.84
ODP Deduct Out	\$ (2,730,090.60)	
<b>Total Contact Value</b>	<b>\$ 11,430,225.80</b>	
Less GMP's	\$ (9,851,961.78)	
<b>Contract Adjustment Value</b>	<b>\$ 1,578,264.02</b>	

Add-In Fund Source Recap

Dec 2015 Park CRA	\$ 2,730,117.60
Park Renovations/Improvements	\$ 734,124.20
Dev CRA	\$ 844,112.82



Meeting Date: October 4, 2016

From: \_\_\_\_\_

*Mark B. DeBord*

Mark B. DeBord, Finance

Approved: \_\_\_\_\_

*Franklin W. Martz, II*

Franklin W. Martz, II, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Waive Formal Solicitation and Approve Sole Source – Rebuild Vac-Con Truck  
(Vehicle 2314 / Asset 0002901)

**SUMMARY EXPLANATION & BACKGROUND:** The Procurement Division received a request from Public Works seeking to waive the formal solicitation process and approve Southern Sewer Equipment Sales and Services, Inc. as the sole source provider to rebuild a Vac-Con truck (Vehicle 2314).

Public Works currently operates two Vac-Con sewer-cleaning trucks, both of which are used extensively and serve as backup to each other. The City purchased the truck in question in December of 2008 for \$228,492. The estimated cost to replace the truck is \$425,000. Public Works obtained a quote to rebuild the vehicle for \$85,000, although it could reach \$150,000 if additional work is necessary. Rebuilding the truck is 25% of the cost of a new unit and is expected to extend the life of this vehicle by 3 to 5 years, thereby saving money.

Southern Sewer Equipment Sales and Services, Inc., located in Fort Pierce, FL, is the sole authorized provider of parts and service for Vac-Con manufactured sewer cleaning trucks in the state of Florida south of the panhandle area.

The cost to rebuild the truck exceeds the formal solicitation threshold. Therefore, Commission approval is required to waive the formal solicitation process and approve a sole source purchase.

**FISCAL INFORMATION:** Fund: Stormwater Mgmt System Acct / Project No.: 40108060-564700 / n/a

**RECOMMENDED ACTION:** Waive the formal solicitation process and approve Southern Sewer Equipment Sales and Services, Inc., as the sole source provider for \$85,000.00, but up to \$150,000 if additional work is needed.