

CITY OF CASSELBERRY CITY COMMISSION MEETING

Monday, February 26, 2024
5:30 PM

City Commission Chambers
1st Floor, Casselberry City Hall
95 Triplet Lake Drive, Casselberry, Florida

TO THE PUBLIC: Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the A.D.A. Coordinator, 48 hours in advance of the meeting at (407) 262-7700, ext. 1150.

Any invocation that may be offered before the official start of the City Commission meeting is the voluntary offering of a private citizen to and for the Commission pursuant to Resolution 15-2808. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief of the City Commission or the City of Casselberry. No person in attendance at this meeting is or shall be required to participate in any invocation, and the decision whether or not to participate will have no impact on his or her right to actively participate in the meeting.

This is a public meeting, and the public is invited to attend. The agenda is subject to change. Please be advised that one (1) or more members of any of the City's Advisory Boards may be in attendance and may participate in the discussions at the meeting.

Persons can obtain an electronic copy of the agenda packet for this meeting by making a public records request to the City Clerk's Office by calling (407) 262-7700, Ext. 1133 or emailing cityclerk@casselberry.org.

AGENDA

1. MEETING CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. MINUTES - None

6. PRESENTATIONS/ COMMENDATIONS

7. CONSENT AGENDA

The action proposed to be taken is stated for each item on the Consent Agenda. Unless one item is removed from the Consent Agenda by a City Commission member, no discussion on individual items will occur and a single motion will approve all items.

A. Approval of Legal Services Invoices

- Fishback Dominick LLP, Invoice No. 118799 - \$1,292.50

B. Resolution 24-3404 Temporary Construction Easement and Maintenance Agreement with Lake Forrest Properties for Parcel ID: 28-21-30-300-016A-0000 (836 Lake Howell Road)

Approval of Resolution 24-3404 providing for a Temporary Construction Easement and Maintenance Agreement with Lake Forrest Properties for a service line replacement at Lake Forrest Preparatory School (836 Lake Howell Road) is requested.

C. Amendment No. 2 to the Continuing Professional Utility Engineering Services Agreement with Hazen and Sawyer, P.C.

Approval of Amendment No. 2 to the Continuing Professional Utility Engineering Services Agreement with Hazen and Sawyer, P.C. to change contract wage rates is requested.

D. **Resolution 24-3405 - Residential Solid Waste CPI Adjustment for Waste Pro of Florida, Inc.**

Approval of Resolution 24-3405 providing for a rate adjustment for Waste Pro of Florida, Inc. for residential solid waste collection services based on the 2023 Consumer Price Index effective January 1, 2024 to June 30, 2024 is requested. The rate increases 7.52% from \$15.96 to \$17.16 per month for residential collection. Rates charged to customers are not impacted by this resolution.

E. **Resolution 24-3406 - Annexation Agreement with Storage Cap Altamonte Springs, LP for Parcel Identification Number 07-21-30-514-0000-014D**

Approval of Resolution 24-3406 authorizing the execution of an annexation agreement between Storage Cap Altamonte Springs, LP and the City of Casselberry for Parcel Identification Number 07-21-30-514-0000-014D whereby annexation will occur after the applicant completes the development process with Seminole County is requested.

F. **Amendment No. 2 to Agreement with AxisPro Events, Inc. for Stage, Lights and Sound Services**

Approval of Amendment No. 2 to the Agreement with AxisPro Events, Inc. (RFP-2020-0583) to renew the term and increase contract wage rates to provide for stage, lights and sound production services for City events is requested.

G. **Reorganization of the Administrative Services Department**

Reorganization of the Administrative Services Department

H. **Excuse Absence of Commissioner Nancy Divita**

Excuse Absence of Commissioner Nancy Divita

8. DISCUSSION ITEMS

A. **Future Agenda Items**

9. RESOLUTIONS

A. **Resolution 24-3407 - Approving and Authorizing the Establishment of An Adopt-A-Shoreline Program**

Approval of Resolution 24-3407 providing for approval and authorization to establish an Adopt-A-Shoreline Program to promote the installation of Florida native shoreline plants along participants' lakefronts and educate residents on the importance and benefits of a vegetated shoreline is requested.

B. **Resolution 24-3408 - Amended and Restated Employment Agreement with City Manager James R. Newlon**

Approval of Resolution 24-3408 providing for amending and restating the Employment Agreement with City Manager James R. Newlon to revise outdated content, provide for salary adjustments and accrued benefits in the same manner as general employees, and to provide consistency with City policy is requested.

10. FIRST READING OF ORDINANCES

A. **First Reading of Ordinance 24-1596 - Amending the Future Land Use Map Designation for Parcel ID 33-21-30-300-007B-0000 (1550 S.R. 436)**

Approval of Ordinance 24-1596 amending the City's Future Land Use Map (FLUM) designation for one parcel (Parcel ID 33-21-30-300-007B-0000) located at 1550 S.R. 436 from Seminole County Commercial to City of Casselberry Major Thoroughfare Mixed-Use is requested.

B. **First Reading of Ordinance 24-1597 - Amending the Official Zoning Map Designation for Property Located on David Drive (Parcel ID 26-20-30-5AR-0D00-055B)**

Approval of Ordinance 24-1597 on first reading amending the official zoning designation for one (1) parcel located on David Drive (Parcel ID 26-20-30-5AR-0D00-055B) from Seminole County A-1 (Agricultural) to City of Casselberry RMF-13 (Medium Density Multifamily) is requested.

11. PUBLIC HEARINGS

The purpose of a Public Hearing is to receive input regarding the item being considered. Public Hearings are not intended to be a time for the public to obtain information about the subject matter of the hearing. (Hearing Sequence: 1st - Staff; 2nd - Applicant/Requesting Party; 3rd - Public; 4th - opportunity for brief rebuttals, if appropriate; Final - City Commission motion, discussion and action.)

A. Second Reading of Ordinance 24-1591 - Providing for the Voluntary Annexation of One (1) Property Located at 2075 Howell Branch Road (Parcel ID 28-21-30-300-0280-0000)

Adoption of Ordinance 24-1591 on second and final reading for the voluntary annexation of one (1) property located at 2075 Howell Branch Road (Parcel ID 28-21-30-300-0280-0000) is requested.

B. Second Reading of Ordinance 24-1592 - Amending the Existing Slovak Garden Planned Unit Development (PUD) for 3110 Howell Branch Road and 3128 Orava Lane and Approving the Associated PUD Agreement and Concept Plan

Adoption of Ordinance 24-1592 on second and final reading, amending the Slovak Garden Planned Unit Development (PUD) Agreement and Concept Plan established via Ordinance 21-1551 to provide for the second phase of development located at 3110 Howell Branch Road and 3128 Orava Lane is requested.

12. OTHER ITEMS - None

13. CITIZENS' COMMENTS

Persons who wish to make comment or make inquiry on any matter NOT ON THIS AGENDA may do so at this time. Please raise your hand and when recognized by the Mayor, come forward to the microphone, give your name and address and speak briefly on the matter. All comments must be directed to the Mayor or City Commission as a whole, not an individual City Commissioner, a City staff member or another member of the audience. Citizens may be heard during PUBLIC HEARINGS or at any time any agenda item is before the City Commission for consideration by following the same procedure described above.

14. CITY MANAGER'S REPORT

A. Procurement Information Report for the Period January 1, 2024 through January 31, 2024

The January 2024 Procurement Information Report is provided for review.

15. CITY ATTORNEY'S REPORT

16. CITY CLERK'S REPORT

17. CITY COMMISSIONER'S REPORTS/COMMENTS

18. ADJOURNMENT

Date

Donna G. Gardner, CMC
City Clerk



CITY MANAGER M E M O R A N D U M

7.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Approval of Legal Services Invoices

Introduction: Consideration for approval of the legal services invoice from the Code Enforcement Special Magistrate is requested.

Background: Pursuant to Resolution 16-2815, invoice information for attorney fees and legal services must be submitted to the City Commission for approval prior to payment.

Discussion: The following invoice has been reviewed by the affected departments and is being presented for approval:

Fishback Dominick LLP

- Code Enforcement Special Magistrate Services - January 2024 - Invoice No. 118799 - \$1,292.50

Invoice No. 118799 includes a balance forward of \$660.00 for the November legal services Invoice No. 118254 previously approved by the City Commission at the January 22, 2024 Regular Meeting.

Budget Impact: Funds for the Special Magistrate invoice are available in FY 2024 Budget Account No. 001-0140-514-31.03.

Recommendation: The City Manager and staff recommend approval of the legal services invoice as submitted.

Prepared by: Linda Sundvall, Deputy City Clerk

Attachments:

1. Invoice No. 118799

LAW OFFICES

Fishback Dominick LLP

1947 LEE ROAD
WINTER PARK, FLORIDA 32789-1834

February 10, 2024

Billed through 01/31/2024

Bill Number 118799

City of Casselberry
Attn: Accounts Payable
95 Triplet Lake Drive
Casselberry, FL 32707
ap@casselberry.org

General

C788 25878

Balance Forward	\$660.00
Payments Applied	<u>\$0.00</u>
Net Balance Forward	\$660.00

FOR PROFESSIONAL SERVICES RENDERED

01/17/2024	AWM	Review agenda and draft proposed rulings.	1.10 hrs	\$302.50
01/18/2024	SG	Email/instructions from client Re: Notice of Attorney Departure; Prepare Notice of Attorney Departure.	0.10 hrs	\$0.00
01/18/2024	AWM	Prepare for and attend special magistrate hearing. Sign orders.	1.00 hrs	\$275.00
01/29/2024	AWM	Draft correspondence regarding filing of form 1s.	0.20 hrs	\$55.00
Total Fees for this matter				\$632.50

DISBURSEMENTS

Total Disbursements for this matter	\$0.00
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BILLING SUMMARY

Mai, Andrew W	2.30 hrs	\$632.50
Gonzalez, Sonia	0.10 hrs	\$0.00

TOTAL FEES	2.40 hrs	\$632.50
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TOTAL DISBURSEMENTS		\$0.00
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TOTAL CURRENT CHARGES	\$632.50
TOTAL NET CHARGES	\$632.50
TOTAL BALANCE NOW DUE	\$1,292.50

Please remit payment within ten (10) days.
We appreciate your confidence.



CITY MANAGER M E M O R A N D U M

7.B.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Resolution 24-3404 Temporary Construction Easement and Maintenance Agreement with Lake Forrest Properties for Parcel ID: 28-21-30-300-016A-0000 (836 Lake Howell Road)

Introduction: Resolution 24-3404 provides for a Temporary Construction Easement and Maintenance Agreement with Lake Forrest Properties for a service line replacement at Lake Forrest Preparatory School (836 Lake Howell Road).

Background: On December 16, 2021, the US Environmental Protection Agency (EPA) announced development of the Lead and Copper Rule (LCR) Revisions. This new regulation updates the 1991 Lead and Copper Rule and better protects communities from exposure to lead and copper in drinking water. The LCR requires Public Water Systems, such as the City of Casselberry, to meet new regulatory requirements starting on October 16, 2024. These new regulatory requirements include the required testing of water samples collected at each school and childcare facility served by the City, creation of a public service line inventory indicating lead service lines and galvanized service lines requiring replacement, and required action by the City if the facility's water sample has lead detected above the updated regulatory action level of 10 micrograms per liter.

The City of Casselberry supplies treated potable water to approximately 16,000 commercial, residential, and public properties, including 20 schools and childcare facilities. Public Works & Utilities staff has pre-emptively begun quarterly sampling of schools and childcare facilities to determine locations that would be out of compliance with the new LCR regulatory requirements.

Discussion: Lake Forrest Preparatory School, located at 836 Lake Howell Road, is a childcare facility which Public Works & Utilities staff has performed quarterly sampling at during 2023. During the quarterly sampling, staff noted multiple samples which exceeded the regulatory lead level of 10 micrograms per liter. City staff have performed replacements to City-side appurtenances such as the outdated backflow. However, these replacements did not result in lower lead levels. As a public purpose since the school serves small children, and to comply with upcoming Lead and Copper Rule requirements, City staff have opted to perform a service line replacement on the service line expected to be causing higher lead levels. The replacement will impact both the public and private sides of the supply line. The City plans to hire a plumbing contractor to perform the private side service line replacement, however this work will require permission from the property owner of Lake Forrest Preparatory School.

Lake Forrest Properties, the owner of Lake Forrest Preparatory School, has executed a Temporary Construction Easement and Maintenance Agreement in favor of the City to perform the service line replacement. The agreement provides permission from the owner for the City and its contractors to perform the service line replacement, and acknowledges that maintenance of the line will be the owner's responsibility two (2) years after installation. The agreement also grants and conveys a Temporary Easement to enter and perform the service line replacement on the private property.

Resolution 24-3404 provides for approval of the Temporary Construction Easement and Maintenance Agreement.

Budget Impact: There is no impact to the City Budget.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Resolution 24-3404.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. Resolution 24-3404
2. Temporary Construction Easement and Maintenance Agreement

RESOLUTION 24-3404

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AUTHORIZING THE CONVEYANCE AND ACCEPTANCE OF AN AGREEMENT CONCERNING MAINTENANCE OF UTILITY IMPROVEMENTS AND TEMPORARY CONSTRUCTION EASEMENT AT 836 LAKE HOWELL ROAD, MAITLAND, FL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City will need to perform utility improvements for service lines that have the potential to contribute lead to schools and childcare facilities as part of the Lead and Copper Rule Improvements; and

WHEREAS, the City has determined that an old water service line has the potential to contribute lead to Lake Forrest Preparatory School at 836 Lake Howell Road, and the City finds a public purpose for replacing the line since the school serves small children; and

WHEREAS, the City will perform the utility improvements and provide a maximum of two years of maintenance for the service line; and

WHEREAS, Lake Forrest Properties, the owner of 836 Lake Howell Road, has executed a Temporary Construction Easement and Maintenance Agreement granting the City temporary use of the property to perform the utility improvements, and acknowledging that maintenance of the line will be their responsibility after two years; and

WHEREAS, City staff has reviewed the Temporary Construction Easement and Maintenance Agreement, attached as Exhibit “A”, and find it sufficient to meet the needs of the City.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION 1. The City Commission of the City of Casselberry hereby approves the conveyance and acceptance of a Temporary Construction Easement and Maintenance Agreement at 836 Lake Howell Road, Maitland, FL (Parcel ID# 28-21-30-300-016A-0000), attached as Exhibit “A”, and authorizes the Mayor to execute said document on behalf of the City.

SECTION 2. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this _____ day of _____, A.D., 2024.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson
Mayor/Commissioner

EXHIBIT “A”

[Temporary Construction Easement and Maintenance Agreement]

Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

Return to:
City Clerk
95 Triplet Lake Drive
Casselberry, FL 32707

Parcel ID: 28-21-30-300-016A-0000

**AGREEMENT CONCERNING MAINTENANCE OF UTILITY
IMPROVEMENTS AND TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between:

- City of Casselberry, Florida, a Florida municipal corporation, whose address is c/o City of Casselberry Public Works Department, 95 Triplet Lake Drive, Casselberry, FL 32707 (“City”).
- Lake Forrest Properties, Inc., 866 Lake Howell Road, Maitland, FL 32751 (“Owner”).

WHEREAS:

- A. Owner owns the real property (the “Property”), in Seminole County, Florida, described on the attached **Exhibit A**, located at 836 Lake Howell Road, Maitland, Florida 32751.
- B. City acknowledges that Owner has a need for a utility system to service the Property in the form of the Utility Improvements described below.
- C. Owner acknowledges that:
 - 1). The old water service line has the potential to contribute lead to the Property’s water system. As a public service due to the fact that the Owner operates a school for young children on the Property, the City will replace the old service line as a precaution.
 - 2). The Utility Improvements will be beneficial to the Property.
 - 3). The Utility Improvements on the Property must be maintained by the Owner.
 - 4). Owner is in no way indicating that it is aware of lead pipe issues or that there is lead in the School’s water system.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained, and other good and valuable consideration, whose receipt and adequacy are hereby acknowledged, Owner and City hereby covenant and agree as follows:

1. In addition to other terms defined herein, the following definitions are used in this Agreement:
 - A. City System* – the water system owned and operated by City and used to provide water to the Property.
 - B. Utility Improvements* – New potable water lines, valves, and other potable water appurtenances to be constructed along Lake Howell Road and the Property that are necessary to relocate the water meter and provide potable water to the Property from the City System along the Lake Howell Road right of way.
2. Owner acknowledges and agrees that connecting the Property to the City System will require installation by the City and maintenance by the Owner of Utility Improvements on the Property.
3. City agrees to install the Utility Improvements in compliance with current City standards and all applicable governmental laws, rules and regulations at City's cost.
 - 3.1. Such installation shall commence after the execution of this Agreement and shall be accomplished with due diligence.
 - 3.2. City will connect the Utility Improvements to the City System at the City's own cost.
4. The Owner hereby:
 - 4.1. Grants permission to City, its agents, employees and independent contractors to enter the Property in order to construct and install the Utility Improvements.
 - 4.2. Grants to City, its agents, employees and independent contractors, a temporary construction easement over, under, across and on the Property to allow City to engage in the activities set forth in paragraph 4.1, and all related activities. This easement is temporary and will terminate upon completion of construction. Other than the termination of the temporary easement, this Agreement will remain valid and binding in all other respects post construction.
5. Upon completion of installation of the Utility Improvements:
 - 5.1. City shall restore all disturbed areas to the condition the disturbed areas existed immediately prior to the Utility Improvements installation.
 - 5.2. In the event that City was required to make a cut in any sidewalk, driveway or other paved area on the Property in order to install the Utility Improvements, City shall resurface the cut area in accordance with applicable Utility Standards.
6. After the expiration of two years after completion, or after termination of the Warranty Bond from the City's contractor guaranteeing the construction involved in the installation of the Utility Improvements:

- 6.1. All Utility Improvements located on the Property shall be maintained solely by Owner at Owner's expense. City will not thereafter be responsible for the maintenance, operation, replacement, or repair of such Utility Improvements or any other equipment needed to effectively perform the function of the Utility Improvements on the Property.
 - 6.2. Owner will be solely responsible for ensuring that the Utility Improvements on the Property comply with all applicable governmental agency's laws, rules and regulations. Further, Owner will hold City harmless from, and against, all claims, damages, costs and expenses, including reasonable attorneys' fees, arising out of a breach of this obligation, or arising out of the malfunctioning of the Utility Improvements on the Property.
7. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the proper venue for any action under this Agreement shall be the courts of Seminole County, Florida.
8. If any legal action or other proceeding is brought (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement; the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
9. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
10. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and may only be modified, amended or terminated by a writing signed by both parties hereto.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESSES:

[Signature]
(signature)
Michele Purvis
(print)

Address: 561 Yellow Tail PL

Chuluota FL 32766

[Signature]
(signature)
Jennifer Greco
(print)

Address: 417 Misty Oaks Run
Casselberry, FL 32707

LAKE FORREST PROPERTIES, INC., a
Florida corporation

By: [Signature]

Print name: Forrest Anderson

Title: OWNER

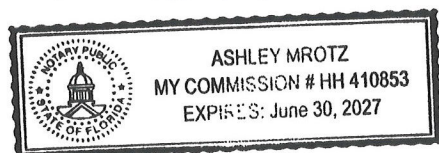
Address: 866 Lake Howell Road, Maitland,
FL 32751

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25 day of Jan, 2024, by Forrest Anderson the _____ of LAKE FORREST PROPERTIES, INC., a Florida corporation (check one) ☒ who is personally known to me or ☐ who has produced _____ as identification.

[Signature]
Notary Public
Print Name: Ashley Mrotz
My Commission expires: 6/30/27



WITNESSES:

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson, Mayor / Commissioner

(print)

ATTEST:

Donna G. Gardner, City Clerk

(print)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by David Henson, Mayor of the City of Casselberry, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

EXHIBIT A

Legal Description

The South 3/4 of the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 21 South, Range 30 East, Seminole County, Florida, lying West of Lake Howell Road.

LESS AND EXCEPT the North 118.00 feet of the South 3/4 of the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 21 South, Range 30 East, Seminole County, Florida, lying West of Lake Howell Road.

TOGETHER WITH those certain easements recorded in Official Records Book 2172, Page 1806 and Official Records Book 2182, Page 357, respectively, Public Records of Seminole County, Florida.



CITY MANAGER M E M O R A N D U M

7.C.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Amendment No. 2 to the Continuing Professional Utility Engineering Services Agreement with Hazen and Sawyer, P.C.

Introduction: Approval of Amendment No. 2 to the Continuing Professional Utility Engineering Services Agreement with Hazen and Sawyer, P.C. to change contract wage rates is requested. (Ref. SOQ-2018-0276)

Background: The City of Casselberry depends on consultants to provide a variety of professional engineering services. On April 8, 2018, City Commission awarded SOQ-2018-0276 Continuing Professional Utility Engineering Services Agreement to three different consulting firms at an amount not to exceed \$2,000,000 total per contract. This agreement is allowed to be used for utility-related projects and professional consultant services on a task authorization basis. The initial term of the agreement was for a period of five (5) years beginning April 9, 2018 through April 8, 2023, with the opportunity for two (2) additional one-year renewals when in the best interest of the City. One of the consultants awarded under this agreement is Hazen and Sawyer, P.C. On March 6, 2023, the City Manager approved Amendment No. 1 to the agreement providing for the first one-year renewal from April 9, 2023 through April 8, 2024. To date, the City has issued five (5) task authorizations with Hazen and Sawyer, P.C.

Discussion: Due to economic inflation, Hazen and Sawyer, P.C. requested to increase the contract wage rates, which have not been increased since the original contract agreement was approved on April 9, 2018. Amendment No. 2 to SOQ-2018-0276 Continuing Professional Utility Engineering Services Agreement with Hazen and Sawyer, P.C. changes the originally agreed upon contract wage rates and provides for the final one-year renewal of the contract through April 8, 2025. However, Amendment No. 2 does not change the total compensation for the term of the agreement. In the future, City staff will continue to review the scope of services prior to issuing task authorization in order to ensure all contract provisions are met.

There is no impact to the City Budget at this time. Various operating and/or capital accounts in the Public Works & Utilities Department or other Departments may be used for future Task Authorizations and are subject to available budgets.

Budget Impact: There is no impact to the City Budget at this time.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Amendment No. 2 to the Continuing Professional Utility Engineering Services Agreement with Hazen and Sawyer, P.C. to change contract wage rates.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. Amendment No. 2

**SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS**

AMENDMENT NO. 2

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and HAZEN AND SAWYER, P.C., 2420 South Lakemont Avenue, Suite 325, Orlando, Florida 32814 hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H:

WHEREAS, the CITY entered into an agreement with Hazen and Sawyer, P.C. to provide continuing professional general engineering services as further described in Agreement SOQ-2018-0276, approved by the City Commission, on April 9, 2018 between the CITY and the CONSULTANT; Amendment No. 1 approved by the City Manager on March 6, 2023 and may be renewed for one (1) more additional one (1) year renewal when in the best interest of the City.

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to renew the term and change contract wage rates per Article 33 for "noncurrent wage rates"; and

WHEREAS, all parties hereto are in agreement with all terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

TERM

Renewal of the second (2) of two (2) additional one (1) year periods when in the best interest of the City. Term of renewal from April 9, 2024 to April 8, 2025.

COMPENSATION

- A. No Changes to compensation. The CITY shall pay the CONSULTANT for work completed as described and approved pursuant to and in accordance with the Fee schedule/Schedule of Rates set forth in Exhibit "A", which is attached hereto and made a binding part hereof. The Work will be performed on an as needed basis and the total amount that may be paid under the Agreement for services rendered shall not exceed Four Hundred Thousand and 00/100 (\$400,000.00) for the total term.
- B. Time Charges: Payments to the CONSULTANT made on the basis of time charges shall be determined by the direct personnel expense of any persons engaged directly on the CITY's work. "Direct personnel expense" is defined as the cost of salaries (including sick leave, vacation, and holiday pay applicable thereto) plus payroll taxes, retirement, insurance benefits, and any overhead and profit for time directly chargeable to the project by the personnel assigned to provide such services. See Schedule of Rates.
- C. Direct Costs: The CITY shall reimburse the CONSULTANT for costs directly chargeable to the scope of services contained herein pursuant to the standard rates in Section 112.061, Florida Statutes, as amended. Such charges shall be itemized, included in each task Proposal and in the monthly invoice submitted to the CITY. Typical direct costs include the following: transportation, lodging, and meal costs

**SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS**

when traveling on the CITY's behalf; communication and reproduction costs; computer charges; special survey supplies; and the expenses of any special accounting procedures required by the CITY. Itemized invoices for direct costs must be provided with monthly statements or as requested by the CITY.

- D. Professional Associates: Within the terms and conditions cited herein, the CITY agrees to reimburse the CONSULTANT for the direct cost of services performed by professional associates whose expertise is required to complete the CITY's project. Such associates shall be listed in the "List of Sub-Consultants" and shall receive prior approval by the CITY.

TRUTH-IN-NEGOTIATIONS

By execution of the Agreement, CONSULTANT hereby certifies that, in accordance with Section 287.055(5) (a), Florida Statutes, as amended, the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the CITY may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the CITY determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

CITY PROJECT REPRESENTATIVES

Kelly Hans Brock, Public Works & Utilities Director
City of Casselberry, Public Works & Utilities Department
95 Triplet Lake Drive
Casselberry, Florida 32707
Phone: 407-262-7725, Ext. 1235
Email: kbrock@casselberry.org

DATA MANAGEMENT

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171. Contractor shall take reasonable measures to protect and secure electronic data containing personal information. In the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

**SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS**

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- C. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

DEALINGS WITH FOREIGN COUNTRIES OF CONCERN

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007.

To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

FOREIGN GIFTS AND CONTRACTS

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes § 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

**SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS**

DISCRIMINATORY VENDORS

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes § 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

DISBARMENT

By signing this Agreement, Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

CONFLICTS OF INTEREST

This Agreement is subject to Florida Statutes Chapter 112. Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee. The Contractor shall also disclose the name of any employee who owns, directly or indirectly, more than five percent (5%) **interest in the Contractor's, or its affiliates', business entity.**

**PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN
GOVERNMENT CONTRACTING**

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

**SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2024.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

HAZEN AND SAWYER, P.C.

By: 
Print: Ervin B. Myers, Jr., PE
Title: Associate Vice President

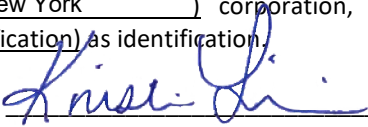
For a corporation:

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (1/26/24) by
(Ervin B. Myers, Jr., PE) of (Hazen and Sawyer), a (New York) corporation, on behalf of the
corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]  **KRISTIN LIBERACKI**
Notary Public
State of Florida
Comm# HH166605
Expires 8/18/2025

My Commission Expires: 8/18/2025


Notary Public
Kristin Liberacki
Name typed, printed or stamped

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

**SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS**

**Exhibit "A"
Schedule of Rates**



January 24, 2024

Ms. Elsie M. Burgess, CPP, CPM
Procurement Specialist II
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707-3252

**Re: SOQ-2018-0276: Professional Services for Continuing Contract for Utilities Projects
Schedule of Rates - Update**

Dear Ms. Burgess:

Hazen and Sawyer appreciates the opportunity to renew our Professional Services Continuing Contract for Utilities Projects with the City of Casselberry, dated April 9, 2018 and amended March 6, 2023. Since original execution of the project, price escalations and inflation within the industry have impacted the cost of doing business. As such, Hazen, is kindly requesting the City consider the attached updated Exhibit "C" Schedule of Rates as part of this extension per Article 33 of our contract for non-current wage rates.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frederick R. Holmes".

Frederick R. Holmes, PE
Senior Associate

**SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS**

Exhibit "A"
Schedule of Rates continued

Hazen and Sawyer
City of Casselberry, Florida
Engineers Labor Rate Schedule
January 24, 2024

Position/Titles	Raw Labor Rates		Direct Labor Rate Multiplier	Raw Labor Rates x Multiplier	
	Minimum	Maximum		Minimum	Maximum
Vice President	78	95	3.1	242	295
Senior Associate	67	89	3.1	208	276
Associate	58	71	3.1	180	220
Senior Principal Engineer	49	64	3.1	152	198
Principal Engineer	42	53	3.1	130	164
Engineer	39	47	3.1	121	146
Assistant Engineer	32	41	3.1	99	127
Senior Principal Designer	42	53	3.1	130	164
Principal Designer	33	44	3.1	102	136
Designer	28	35	3.1	87	109
Administrative Support	28	35	3.1	87	109

Hazen and Sawyer
City of Casselberry, Florida
Engineers Reimbursable Expenses Schedule
January 24, 2024

Mileage	
Auto	IRS Standard Rate
Out of Pocket Expenses	Cost
Special Equipment	Cost
Printing, Copies (8-1/2" x 11", 24" x 36")	Cost

SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS

Exhibit "B"
Contractor E-Verify Affidavit

I hereby certify that **Hazen and Sawyer, P.C.** does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of **Hazen and Sawyer, P.C.** proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Ervin B. Myers, Jr., PE

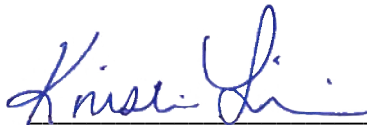
Date: January 26, 2024

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1/26/24 by Ervin B. Myers, Jr., PE of Hazen and Sawyer, a New York corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification.


[Notary Seal]
KRISTIN LIBERACKI
Notary Public
State of Florida
Comm# HH166605
Expires 8/18/2025



Notary Public

Kristin Liberacki

Name typed, printed or stamped

My Commission Expires: 8/18/2025

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS

Exhibit "C"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

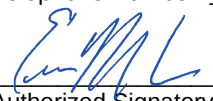
This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Hazen and Sawyer

Mailing Address: 2420 S. Lakemont Ave., Suite 325, Orlando, FL 32814

Telephone Number: 407-480-5508 Fax Number: N/A E-mail Address: emyers@hazenandsawyer.com



Authorized Signatory

Ervin B. Myers, Jr., PE

Printed Name

FEIN: 13-2904652

Associate Vice President

Title

January 26, 2024

Date

SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS

Exhibit "D"
Affidavit of Compliance with Foreign Entity Laws

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: January 26, 2024

Signed: 

Entity: Hazen and Sawyer

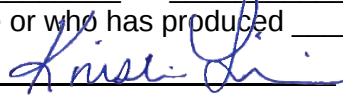
Name: Ervin B. Myers, Jr., PE

Title: Associate Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26th day of January, 2024, by Ervin B. Myers, Jr., PE, as Associate Vice President for Hazen and Sawyer

is personally known to me or who has produced _____ N/A _____ as identification

Notary Public Signature: 

State of Florida at Large (Seal)

Print Name: Kristin Liberacki

My commission expires: 8/18/2025



KRISTIN LIBERACKI
Notary Public
State of Florida
Comm# HH166605
Expires 8/18/2025

**SOQ-2018-0276 PROFESSIONAL SERVICES FOR CONTINUING CONTRACT
FOR UTILITIES PROJECTS**

**Exhibit "E"
Foreign Country of Concern Attestation**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

Hazen and Sawyer, P.C. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Ervin B. Myers, Jr., PE

Title: Associate Vice President

Signature: 

Date: January 26, 2024



CITY MANAGER M E M O R A N D U M

7.D.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Resolution 24-3405 - Residential Solid Waste CPI Adjustment for Waste Pro of Florida, Inc.

Introduction: Approval of Resolution 24-3405 providing for a rate adjustment for Waste Pro of Florida, Inc. for residential solid waste collection services based on the 2023 Consumer Price Index effective January 1, 2024 to June 30, 2024 is requested. The rate increases 7.52% from \$15.96 to \$17.16 per month for residential collection. Rates charged to customers are not impacted by this resolution.

Background: On January 22, 2018 via Resolution 18-3005, the City Commission approved a piggyback agreement with Waste Pro of Florida, Inc. (Waste Pro) to provide residential solid waste collection services (PBA-2018-0274). The agreement includes consideration for a Consumer Price Index (CPI) rate adjustment once a year (January) and twice a year (January and July) for fuel inflation. As stipulated in the contract, Seminole County uses data published by the U.S. Department of Labor, Bureau of Labor Statistics and the U.S. Energy Information Administration to perform the necessary calculations and provides the information to the City.

Resolution 23-3561, approved by City Commission on August 28, 2023, provided for a decrease in costs for solid waste collection from \$18.18 to \$15.96/home per month for regular and special collection services and from \$36.36 to \$31.92 for side-door collection services. These rates were effective from July 1, 2023 through December 31, 2023.

Discussion: Based on the 2023 data, the amount payable to Waste Pro per home per month for residential solid waste services will increase from \$15.96 to \$17.16 for regular and special collection services and from \$31.92 to \$34.32 for side-door collection services. This represents a 7.52% increase in the cost of these services. Seminole County's calculations include a bear service escalator that was omitted as it does not apply to the City.

The total increase in cost to the City for solid waste collection from January 1, 2024 to June 30, 2024 will be \$58,564.80 { \$1.20 x 8,132 (regular/special collection customers) x 6 months } + { \$2.40 x 1 (side-door customer) x 6 months }. The adjusted rate will be backdated to January 1, 2024.

Resolution 24-3405 provides for approval of the rate adjustment for Waste Pro.

Approval of this item does not adjust the rates payable by residents to the City, only the rates the City pays directly to Waste Pro.

Budget Impact: Sufficient funding is currently available in the Solid Waste Other Contractual Services account #118-0730-534.34-00.

Recommendation: The City Manager and the Public Works & Utilities Director recommend approval of Resolution 24-3405.

Prepared by: Kenna Henry, Public Works & Utilities Business Analyst

Attachments:

1. Resolution 24-3405
2. Hauler Rates-Eff Jan 1 2024

RESOLUTION 24-3405

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AUTHORIZING THE APPROVAL OF A RATE ADJUSTMENT IN ACCORDANCE WITH THE PIGGYBACK AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION WITH WASTE PRO OF FLORIDA, INC.; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, via Resolution 18-3005, the City entered into a piggyback agreement for solid waste collection services with Waste Pro of Florida, Inc. (Waste Pro); and

WHEREAS, said agreement includes a rate adjustment matrix that provides for annual consideration of labor, equipment, and fuel; and

WHEREAS, Seminole County agreed to calculate and provide the City with fuel inflation data bi-annually based on information provided by the U.S. Department of Labor, Bureau of Labor Statistics and the U.S. Energy Information Administration; and

WHEREAS, the City currently pays Waste Pro \$15.96/home per month for regular and special collection services and \$31.92/home per month for side-door collection services; and

WHEREAS, based on recent calculations submitted by Seminole County, rates payable to Waste Pro for residential solid waste collection will increase from \$15.96 to \$17.16 per home per month (regular and special collection services) and from \$31.92 to \$34.32 per home per month (side-door collection services); and

WHEREAS, the new rates payable to Waste Pro are effective January 1, 2024; and

WHEREAS, Public Works staff has reviewed the CPI rate adjustment data submitted by Seminole County and recommend an adjustment accordingly.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves a rate adjustment payable to Waste Pro for residential solid waste collection, increasing the base rate per home per month from \$15.96 to \$17.16 for regular and special collection services and from \$31.92 to \$34.32 for side-door collection services, based on labor, equipment, and fuel inflation data provided by Seminole County.

SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this _____ day of _____, AD 2024.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson
Mayor/Commissioner

**Solid Waste and Recyclables Collection
Exclusive Residential Franchise
Fuel Adjustments with Bear Service Escalators
(Effective January 1, 2024)**

Service Area 1 - Waste Pro of Florida, Inc.

Service Level	Non-Fuel (\$/unit/month)	Fuel (\$/unit/month)	Bear Service (\$/unit/month)	Total Price, January 01, 2024 (\$/unit/month)
1 (2G, 1R, 1Y)	\$ 15.81	\$ 1.35	\$ 0.48	\$ 17.64
2 (2G, 1R, 0Y)	\$ 14.70	\$ 1.26	\$ 0.48	\$ 16.44

Service Area 2 - Waste Management

Service Level	Non-Fuel (\$/unit/month)	Fuel (\$/unit/month)	Bear Service (\$/unit/month)	Total Price, January 01, 2024 (\$/unit/month)
1 (2G, 1R, 1Y)	\$ 14.29	\$ 1.64	\$ -	\$ 15.93
2 (2G, 1R, 0Y)	\$ 13.94	\$ 1.74	\$ -	\$ 15.68

Service Area 3 - Waste Pro of Florida, Inc.

Service Level	Non-Fuel (\$/unit/month)	Fuel (\$/unit/month)	Bear Service (\$/unit/month)	Total Price, January 01, 2024 (\$/unit/month)
1 (2G, 1R, 1Y)	\$ 17.14	\$ 1.47	\$ -	\$ 18.61
2 (2G, 1R, 0Y)	\$ 16.60	\$ 1.43	\$ -	\$ 18.03

**Solid Waste and Recyclables Collection
Exclusive Residential Franchise
Starting Fuel Adjustment (Effective January 1, 2024)***

Service Area 1 - Waste Pro of Florida, Inc.

Service Level	Rate, July 1, 2023			Non-Fuel Adjustment (only on January 1)	Fuel Adjustment (January 1 and July 1)	Adjusted Price, January 01, 2024 (\$/unit/month)
	Non-Fuel	Fuel	Total			
1 (2G, 1R, 1Y)	\$ 14.74	\$ 1.22	\$ 15.96	\$ 1.07	\$ 0.13	\$ 17.16
2 (2G, 1R, 0Y)	\$ 13.70	\$ 1.14	\$ 14.84	\$ 1.00	\$ 0.12	\$ 15.96

Service Area 2 - Waste Management

Service Level	Rate, July 1, 2023			Non-Fuel Adjustment (only on January 1)	Fuel Adjustment (January 1 and July 1)	Adjusted Price, January 01, 2024 (\$/unit/month)
	Non-Fuel	Fuel	Total			
1 (2G, 1R, 1Y)	\$ 13.32	\$ 1.49	\$ 14.81	\$ 0.97	\$ 0.15	\$ 15.93
2 (2G, 1R, 0Y)	\$ 12.99	\$ 1.58	\$ 14.57	\$ 0.95	\$ 0.16	\$ 15.68

Service Area 3 - Waste Pro of Florida, Inc.

Service Level	Rate, July 1, 2023			Non-Fuel Adjustment (only on January 1)	Fuel Adjustment (January 1 and July 1)	Adjusted Price, January 01, 2024 (\$/unit/month)
	Non-Fuel	Fuel	Total			
1 (2G, 1R, 1Y)	\$ 15.98	\$ 1.33	\$ 17.31	\$ 1.16	\$ 0.14	\$ 18.61
2 (2G, 1R, 0Y)	\$ 15.47	\$ 1.30	\$ 16.77	\$ 1.13	\$ 0.13	\$ 18.03

CALCULATION:

FUEL ADJUSTMENT			
CPI-F _{Jan-Jun2023} =	2.41	(Daily average: 01/01/23 through 06/30/23)	
CPI-F _{Jul-Dec2023} =	2.66	(Daily average: 07/01/23 through 12/31/23)	
F _{Jan2024} =	(CPI-F _{Jul-Dec2023} - CPI-F _{Jan-Jun2023}) / CPI-F _{Jan-Jun2023}		
F _{Jan2024} =	(2.66 - 2.41) / 2.41		
F _{Jan2024} =	0.1037		
FUEL ADJUSTMENT =	F _{Jan2024}		
=	10.37	% Adjustment	
TOTAL FUEL ADJUSTMENT = 10.37 %			

CONSUMER PRICE ADJUSTMENT			
U ₂₀₂₂ =	6,592.01	(Annual total of monthly value: 1/1/21 through 12/31/21)	
U ₂₀₂₃ =	7,072.12	(Annual total of monthly value: 1/1/22 through 12/31/22)	
U _{Jan2024} =	(CPI-U ₂₀₂₃ - CPI-U ₂₀₂₂) / CPI-U ₂₀₂₂		
U _{Jan2024} =	(7,072.12 - 6,592.01) / 6,592.01		
U _{Jan2024} =	0.0728		
CPI ADJUSTMENT =	U _{Jan2024}		
=	7.28	% Adjustment	
TOTAL CPI ADJUSTMENT = 7.28 %			

Example for SA1, Level 1

$$P_{JUL2021} = P_{non-fuel2020}(1+U_{JAN2021})+P_{fuel2021-1}(1+F_{JUL2021})$$

* Reflects change in pricing from diesel fuel to CNG fuel, per hauler agreement, as of 01/01/2022.

**Solid Waste and Recyclables Collection
Exclusive Residential Franchise
Pricing History of Current Agreements**

Table 1: PRICE (\$/Unit/Month) - Waste Pro of Florida, Inc. - Service Area 1

Service Level	Bid Price	Start Price*	01/01/18		7/1/18		1/1/19		7/1/19		1/1/20		7/1/20		1/1/21	
			Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel
1 (2G, 1R, 1Y)	\$ 13.01	\$ 13.40	12.06	1.34	12.06	1.51	12.54	1.57	12.54	1.50	12.94	1.46	12.94	1.34	13.39	1.15
2 (2G, 1R, 0Y)	\$ 12.91	\$ 12.44	11.20	1.24	11.20	1.39	11.64	1.45	11.64	1.39	12.02	1.36	12.02	1.25	12.44	1.07

* Start Price effective January 1, 2018

Table 2: PRICE (\$/Unit/Month) - Advanced Disposal Services Solid Waste Southeast, Inc. - Service Area 2

Service Level	Bid Price	Start Price*	01/01/18		7/1/18		1/1/19		7/1/19		1/1/20		7/1/20		1/1/21	
			Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel
1 (2G, 1R, 1Y)	\$ 12.03	\$ 12.54	10.89	1.63	10.89	1.83	11.32	1.90	11.32	1.82	11.68	1.78	11.68	1.63	12.09	1.40
2 (2G, 1R, 0Y)	\$ 11.13	\$ 12.37	10.61	1.74	10.61	1.96	11.03	2.04	11.03	1.95	11.39	1.90	11.39	1.74	11.79	1.49

* Start Price effective January 1, 2018

Table 3: PRICE (\$/Unit/Month) - Waste Pro of Florida, Inc. - Service Area 3

Service Level	Bid Price	Start Price*	01/01/18		7/1/18		1/1/19		7/1/19		1/1/20		7/1/20		1/1/21	
			Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel
1 (2G, 1R, 1Y)	\$ 14.07	\$ 14.53	13.05	1.45	13.05	1.63	13.57	1.70	13.57	1.63	14.01	1.59	14.01	1.46	14.50	1.25
2 (2G, 1R, 0Y)	\$ 13.97	\$ 14.09	12.65	1.41	12.65	1.59	13.15	1.66	13.15	1.59	13.57	1.55	13.57	1.42	14.04	1.22

* Start Price effective January 1, 2018

7/1/21		1/1/22		7/1/22		1/1/23		7/1/23		1/1/24	
Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel
13.39	1.65	14.02	2.32	14.02	3.08	14.74	3.44	14.74	1.22	15.81	1.35
12.44	1.54	13.03	2.16	13.03	2.87	13.70	3.20	13.70	1.14	14.70	1.26

7/1/21		1/1/22		7/1/22		1/1/23		7/1/23		1/1/24	
Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel
12.09	2.01	12.66	2.82	12.66	3.75	13.32	4.18	13.32	1.49	14.29	1.64
11.79	2.14	12.35	3.00	12.35	3.98	12.99	4.44	12.99	1.58	13.94	1.74

7/1/21		1/1/22		7/1/22		1/1/23		7/1/23		1/1/24	
Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel	Non-Fuel	Fuel
14.50	1.80	15.19	2.53	15.19	3.36	15.98	3.75	15.98	1.33	17.14	1.47
14.04	1.75	14.71	2.46	14.71	3.27	15.47	3.65	15.47	1.30	16.60	1.43

NATURAL GAS

OVERVIEW DATA ANALYSIS & PROJECTIONS

GLOSSARY FAQs

Referring Pages:

- Natural Gas Futures Prices (NYMEX)

View History: ☐ Daily ☐ Weekly ☒ Monthly ☐ Annual

[Download Data \(XLS File\)](#)

 DOWNLOAD

Henry Hub Natural Gas Spot Price

Dollars per Million Btu

Henry Hub Natural Gas Spot Price (Dollars per Million Btu) (eia.gov)

Henry Hub Natural Gas Spot Price

(Dollars per Million Btu)

6-month Average

Date		
Jul-2020	1.77	2.26
Aug-2020	2.30	
Sep-2020	1.92	
Oct-2020	2.39	
Nov-2020	2.61	
Dec-2020	2.59	3.25
Jan-2021	2.71	
Feb-2021	5.35	
Mar-2021	2.62	
Apr-2021	2.66	
May-2021	2.91	4.57
Jun-2021	3.26	
Jul-21	3.84	
Aug-21	4.07	
Sep-21	5.16	
Oct-21	5.51	6.07
Nov-21	5.05	
Dec-21	3.76	
Jan-22	4.38	
Feb-22	4.69	
Mar-22	4.90	6.77
Apr-22	6.60	
May-22	8.14	
Jun-22	7.70	
Jul-22	7.28	
Aug-22	8.81	2.41
Sep-22	7.88	
Oct-22	5.66	
Nov-22	5.45	
Dec-22	5.53	2.66
Jan-23	3.27	
Feb-23	2.38	
Mar-23	2.31	
Apr-23	2.16	
May-23	2.15	2.66
Jun-23	2.18	
Jul-23	2.55	
Aug-23	2.58	
Sep-23	2.64	
Oct-23	2.98	2.66
Nov-23	2.71	
Dec-23	2.52	

Henry Hub Natural Gas Spot Price (Dollars per Million Btu)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1997	3.45	2.15	1.89	2.03	2.25	2.20	2.19	2.49	2.88	3.07	3.01	2.35
1998	2.09	2.23	2.24	2.43	2.14	2.17	2.17	1.85	2.02	1.91	2.12	1.72
1999	1.85	1.77	1.79	2.15	2.26	2.30	2.31	2.80	2.55	2.73	2.37	2.36
2000	2.42	2.66	2.79	3.04	3.59	4.29	3.99	4.43	5.06	5.02	5.52	8.90
2001	8.17	5.61	5.23	5.19	4.19	3.72	3.11	2.97	2.19	2.46	2.34	2.30
2002	2.32	2.32	3.03	3.43	3.50	3.26	2.99	3.09	3.55	4.13	4.04	4.74
2003	5.43	7.71	5.93	5.26	5.81	5.82	5.03	4.99	4.62	4.63	4.47	6.13
2004	6.14	5.37	5.39	5.71	6.33	6.27	5.93	5.41	5.15	6.35	6.17	6.58
2005	6.15	6.14	6.96	7.16	6.47	7.18	7.63	9.53	11.75	13.42	10.30	13.05
2006	8.69	7.54	6.89	7.16	6.25	6.21	6.17	7.14	4.90	5.85	7.41	6.73
2007	6.55	8.00	7.11	7.60	7.64	7.35	6.22	6.22	6.08	6.74	7.10	7.11
2008	7.99	8.54	9.41	10.18	11.27	12.69	11.09	8.26	7.67	6.74	6.68	5.82
2009	5.24	4.52	3.96	3.50	3.83	3.80	3.38	3.14	2.99	4.01	3.66	5.35
2010	5.83	5.32	4.29	4.03	4.14	4.80	4.63	4.32	3.89	3.43	3.71	4.25
2011	4.49	4.09	3.97	4.24	4.31	4.54	4.42	4.06	3.90	3.57	3.24	3.17
2012	2.67	2.51	2.17	1.95	2.43	2.46	2.95	2.84	2.85	3.32	3.54	3.34
2013	3.33	3.33	3.81	4.17	4.04	3.83	3.62	3.43	3.62	3.68	3.64	4.24
2014	4.71	6.00	4.90	4.66	4.58	4.59	4.05	3.91	3.92	3.78	4.12	3.48
2015	2.99	2.87	2.83	2.61	2.85	2.78	2.84	2.77	2.66	2.34	2.09	1.93
2016	2.28	1.99	1.73	1.92	1.92	2.59	2.82	2.82	2.99	2.98	2.55	3.59
2017	3.30	2.85	2.88	3.10	3.15	2.98	2.98	2.90	2.98	2.88	3.01	2.82
2018	3.87	2.67	2.69	2.80	2.80	2.97	2.83	2.96	3.00	3.28	4.09	4.04
2019	3.11	2.69	2.95	2.65	2.64	2.40	2.37	2.22	2.56	2.33	2.65	2.22
2020	2.02	1.91	1.79	1.74	1.75	1.63	1.77	2.30	1.92	2.39	2.61	2.59
2021	2.71	5.35	2.62	2.66	2.91	3.26	3.84	4.07	5.16	5.51	5.05	3.76
2022	4.38	4.69	4.90	6.60	8.14	7.70	7.28	8.81	7.88	5.66	5.45	5.53
2023	3.27	2.38	2.31	2.16	2.15	2.18	2.55	2.58	2.64	2.98	2.71	2.52

[U.S. Bureau of Labor Statistics \(bls.gov\)](https://www.bls.gov/)

Data Tools, Series Report, CUUR0000SEHG02, Year Range, All Time Periods

CPI-All Urban Consumers (Current Series)	
Series Title	Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
Series ID	CUUR0000SEHG02
Seasonality	Not Seasonally Adjusted
Survey Name	CPI-All Urban Consumers (Current Series)
Measure Data Type	Garbage and trash collection
Area	U.S. city average
Item	Garbage and trash collection

Year	Period	Label	Observation Value				
2021	M01	2021 Jan	512.72				
2021	M02	2021 Feb	517.27				
2021	M03	2021 Mar	518.51				
2021	M04	2021 Apr	518.58				
2021	M05	2021 May	516.44				
2021	M06	2021 Jun	517.20				
2021	M07	2021 Jul	521.19				
2021	M08	2021 Aug	524.41				
2021	M09	2021 Sep	529.93				
2021	M10	2021 Oct	530.11				
2021	M11	2021 Nov	529.05				
2021	M12	2021 Dec	532.54	Sum 2021=	6,267.95	522.33	4.74%
2022	M01	2022 Jan	533.08				
2022	M02	2022 Feb	538.31				
2022	M03	2022 Mar	540.72				
2022	M04	2022 Apr	542.56				
2022	M05	2022 May	544.55				
2022	M06	2022 Jun	547.55				
2022	M07	2022 Jul	548.19				
2022	M08	2022 Aug	548.71				
2022	M09	2022 Sep	558.25				
2022	M10	2022 Oct	561.09				
2022	M11	2022 Nov	563.82				
2022	M12	2022 Dec	565.19	Sum 2022=	6,592.01	549.33	5.17%
2023	M01	2023 Jan	570.412				
2023	M02	2023 Feb	575.697				
2023	M03	2023 Mar	576.773				
2023	M04	2023 Apr	580.124				
2023	M05	2023 May	587.431				
2023	M06	2023 Jun	589.812				
2023	M07	2023 Jul	596.167				
2023	M08	2023 Aug	597.347				
2023	M09	2023 Sep	596.997				
2023	M10	2023 Oct	597.569				
2023	M11	2023 Nov	601.631				
2023	M12	2023 Dec	602.164	Sum 2023=	7,072.12	589.34	7.28%

Databases, Tables & Calculators by Subject

 Change Output Options: From: To: [GO](#)
☐ include graphs ☐ include annual averages

[More Formatting Options](#) 

Data extracted on: January 16, 2024 (2:18:26 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted**Area:** U.S. city average**Item:** Garbage and trash collection**Base Period:** DECEMBER 1983=100Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646



CITY MANAGER M E M O R A N D U M

7.E.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Resolution 24-3406 - Annexation Agreement with Storage Cap Altamonte Springs, LP for Parcel Identification Number 07-21-30-514-0000-014D

Introduction: Approval of Resolution 24-3406 authorizing the execution of an annexation agreement between Storage Cap Altamonte Springs, LP and the City of Casselberry for Parcel Identification Number 07-21-30-514-0000-014D whereby annexation will occur after the applicant completes the development process with Seminole County is requested

Background: The applicant, Storage Cap Altamonte Springs, LP, is currently in the development process with Seminole County to construct a self-storage facility at the subject property, which sits on the northwest corner of Merritt Street and Anchor Road. Seminole County requires proper utility connections, including wastewater and potable water, to be in place for the development. The subject property consists of ±6.85 acres and is undeveloped.

The subject property falls within the City of Casselberry's utility service area. Further, the City holds the authority to predicate the provision of wastewater and potable water utility services on annexing the property into its jurisdiction. The City is inclined to expand its municipal jurisdiction by annexing the property, as prescribed in Ch. 171.044 of the *Florida Statutes*. Generally, annexing real property provides for the enhancement of municipal services rendered to said property, which aligns with the City's goal of fostering development and ensuring adequate utility infrastructure within its boundaries.

Discussion: When preparing to extend territorial limits, staff references State law for procedures for voluntary annexation, which are outlined in Chapter 171.044 of the *Florida Statutes*. Therefore, as a Statement of Certification, staff will find that:

1. The subject property, located in Seminole County, is contiguous to the City of Casselberry municipal boundary;
2. The subject property is well-defined and is a reasonably compact area;
3. The subject property is not included within the boundary of any other municipality;
and
4. The proposed annexation does not create an enclave as defined by Chapter 171.031(13) of the *Florida Statutes*.

Additionally, staff will pursue the following required notifications once the annexation process is initiated by the City per the agreement:

- Seminole County will be notified of the City's intent at least ten (10) days prior to advertising the action for City Commission approval.
- A Notice of Public Hearing will be placed in the *Orlando Sentinel* for two (2) consecutive weeks prior to the City Commission adoption hearing.
- After adoption, the City Clerk will notify the Seminole County Clerk of the Circuit Court, the Chief Administrative Officer of the County, and the Department of State within seven (7) days of the adoption.

Budget Impact: There is no impact on the City Budget.

Recommendation: The City Manager and Community Development Director recommend approval of Resolution 24-3406.

Prepared by: Antonia DeJesus, Chief Planner

Attachments:

1. Resolution 24-3406

RESOLUTION 24-3406

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND STORAGE CAP ALTAMONTE SPRINGS, LP, FOR PARCEL IDENTIFICATION NUMBER 07-21-30-514-0000-014D; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Storage Cap Altamonte Springs, LP, holds fee simple title in and to that certain parcel of real property described with Parcel Identification Number 07-21-30-514-0000-014D as shown on the map attached hereto as Attachment “A” (the “Property”); and

WHEREAS, the Property is located within the unincorporated jurisdictional limits of Seminole County, Florida; and

WHEREAS, Storage Cap Altamonte Springs, LP is currently in the process of obtaining entitlements from Seminole County to develop the Property as a self-storage facility (the “Development Program”); and

WHEREAS, Seminole County requires that the Property have adequate utility connections, including wastewater and potable water, to approve the Development Program; and

WHEREAS, the Property is within the wastewater and potable water utility service area of the City; and

WHEREAS, the City is authorized to condition the provisioning of wastewater and potable water utility services on annexation of the Property into the City; and

WHEREAS, the City so desires to extend the boundaries of its municipal jurisdiction by annexing the Property in accordance with the procedure for annexation as set forth in s. 171.044, *Florida Statutes*, as a condition for providing wastewater and potable water utility services to the Property; and

WHEREAS, the City desires to execute the Annexation Agreement with the intent of extending the boundaries of its municipal jurisdiction; and

WHEREAS, the City has determined that it can enhance the level of municipal services being provided to the Property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION 1. The City Commission of the City of Casselberry hereby approves the Annexation Agreement (attached as Attachment “B”) with Storage Cap Altamonte Springs, LP, and authorizes the Mayor to execute said document on behalf of the City.

SECTION 2. The City Commission hereby accepts the terms and conditions as presented in said Agreement.

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

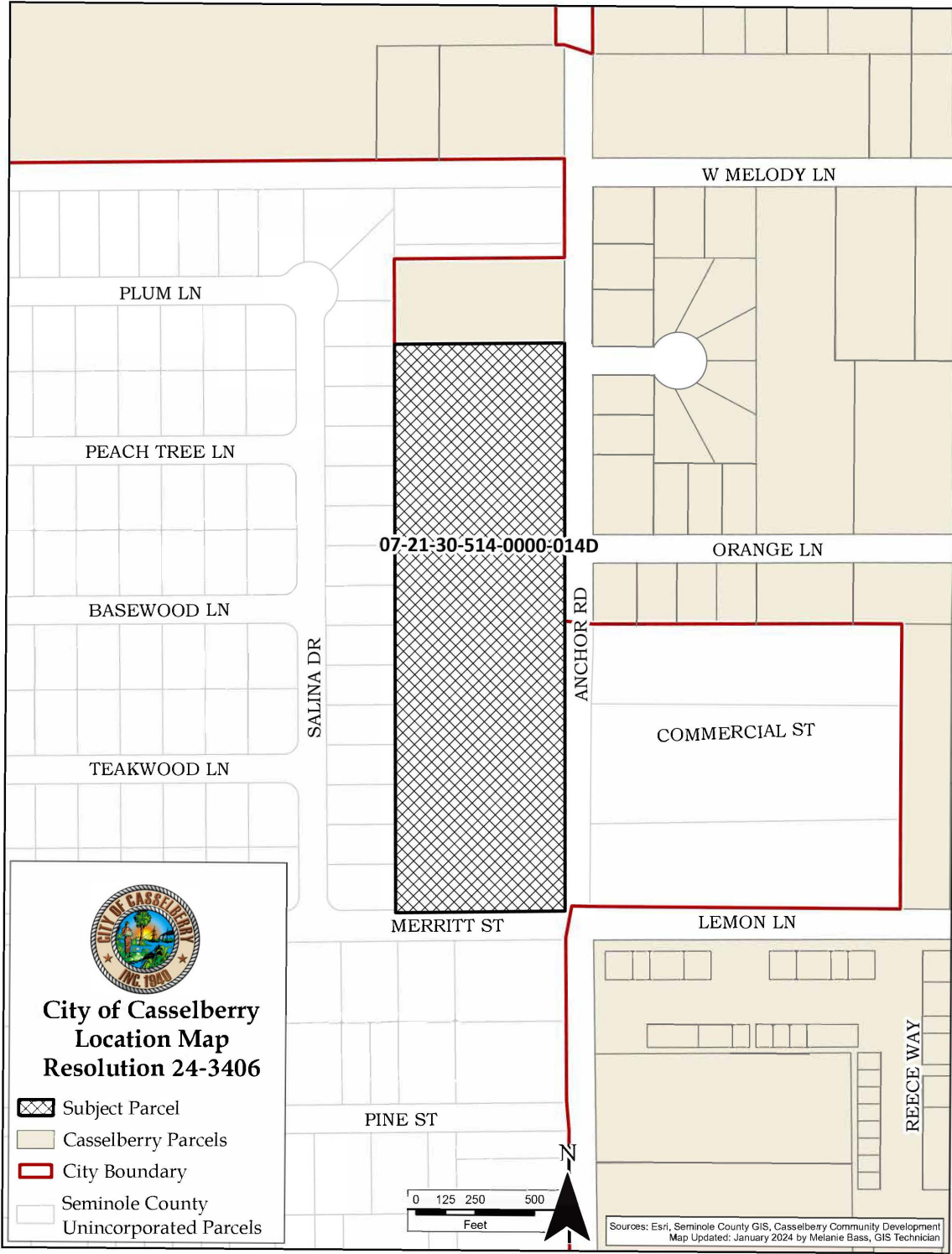
PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

Donna G. Gardner, City Clerk

David Henson, Mayor/Commissioner

Attachment "A"



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

JOSEPH A. KOVECSES, JR., Esq.
**LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.**
215 N. Eola Drive
Orlando, FL 32801
(407) 418-6704

Attachment “B” of Resolution 24-2406

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the **CITY OF CASSELBERRY**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 95 Triplet Lake Drive, Casselberry, FL 32707, (the “City”), and **STORAGE CAP ALTAMONTE SPRINGS, LP**, a Nevada limited partnership, whose address is 330 E. Crown Point Rd., Winter Garden, FL 34787 (“Storage Cap”).

RECITALS:

WHEREAS, Storage Cap hereby attests that it holds fee simple title in and to that certain parcel of real property described in **Exhibit “A”**, attached hereto and made a part hereof by this reference (the “Property”), and as shown on the map attached hereto as **Exhibit “B”**; and

WHEREAS, the Property is located within the unincorporated jurisdictional limits of Seminole County, Florida; and

WHEREAS, Storage Cap is currently in the process of obtaining entitlements from Seminole County to develop the Property as a self-storage facility (the “Development Program”); and

WHEREAS, Seminole County requires that the Property have adequate utility connections, including wastewater and potable water, to approve the Development Program; and

WHEREAS, the Property is within the wastewater and potable water utility service area of the City; and

WHEREAS, the City is authorized to condition the provisioning of wastewater and potable water utility services on annexation of the Property into the City; and

WHEREAS, the City so desires to extend the boundaries of its municipal jurisdiction by annexing the Property in accordance with the procedure for annexation as set forth in s. 171.044, *Florida Statutes*, as a condition for providing wastewater and potable water utility services to the Property; and

WHEREAS, the City has determined that it can enhance the level of municipal services being provided to the Property and that the annexation will be of significant permanent benefit to the City and its residents; and

WHEREAS, Storage Cap acknowledges that the City is under no legal obligation by virtue of this Agreement to annex the Property, and that the City shall retain at all time the full power and discretion to reject or deny annexation; and

WHEREAS, the purpose of this Agreement is to set forth the understanding and agreement of the City and Storage Cap with respect to the matters set forth herein.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Storage Cap agree as follows:

1. Recitals and Exhibits. The above recitals are true and correct, form a material part of this Agreement and are, by this reference, incorporated in this Agreement as if fully set forth herein.

2. Utility Services. The City agrees to provide utility services to the Property, including wastewater and potable water, prior to annexation, subject to the terms of, and Storage Cap's compliance with, this Agreement.

3. Conditions of Annexation. In the event the Property is annexed into the City, the annexation shall be subject to the conditions and stipulations set forth herein, and this Agreement shall be deemed incorporated into and shall become a part of the City's ordinance annexing the Property into the City (the "Annexation Ordinance").

4. No Annexation Fees. It is understood and agreed that no fees, costs or expenses will be charged to or become due from Storage Cap to the City or to any other governmental authority, private individual or entity on account of or in connection with the City's review and processing of the annexation as contemplated in this Agreement.

5. Further Assurances. In addition to the acts recited in this Agreement, the City and Storage Cap agree to perform or cause to be performed any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including the execution and/or recordation of further instruments.

6. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as

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

If to City: City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707
Attn: City Manager

If to Storage Cap: legal@storespace.com

AND

Storage Cap Altamonte Springs, LP
330 E Crown Point Rd.
Winter Garden, FL 34787
Attn: Legal Notice

In all cases, notices shall be deemed delivered to Storage Cap only upon delivery of same to both parties as indicated above.

7. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and Storage Cap with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings, whether oral or written, between the parties relating thereto.

8. Recording. The City shall, within five (5) business days following full execution of this Agreement, and at the City's sole cost and expense, record a fully executed counterpart of this Agreement in the Public Records of Seminole County, Florida.

9. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Property, and all parts and parcels thereof, and this Agreement shall be binding upon and inure to the benefit of both the City, and Storage Cap and its assigns and successors in interest to the said Property, and all parts and parcels thereof.

10. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

11. Timing. Time is of the essence in the lawful performance of the duties and obligations contained in this Agreement. Storage Cap agrees to submit to annexation of the Property into the City on or before the earlier of (i) six (6) months after the issuance of a Certificate of Occupancy by Seminole County for the Development Program, or (ii) December 31, 2025 ("Annexation Trigger Date"). If the Annexation Ordinance is not

adopted by the City within twelve (12) months after the Annexation Trigger Date, then Storage Cap may terminate this Agreement. In no event shall annexation occur before issuance of a Certificate of Occupancy for the Property by Seminole County.

12. Captions. The headings or captions of the paragraphs and subparagraphs contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

CITY OF CASSELBERRY

By: _____
David Henson, Mayor

ATTEST:

Donna G. Gardner, City Clerk

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence ____ or online notarization ____ this ____ day of _____, 2024, by David Henson, Mayor of the City of Casselberry, Florida, who is personally known to me.

Notary Public - State of Florida
Print Name: _____

STORAGE CAP ALTAMONTE SPRINGS, LP,
a Nevada limited partnership,

WITNESSES:

(signature)

By: _____

Print name: _____

(print name)

Title: _____

(signature)

(print name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me (check one) ☐ by means of physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ the _____ of STORAGE CAP ALTAMONTE SPRINGS, LP, a Nevada limited partnership, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

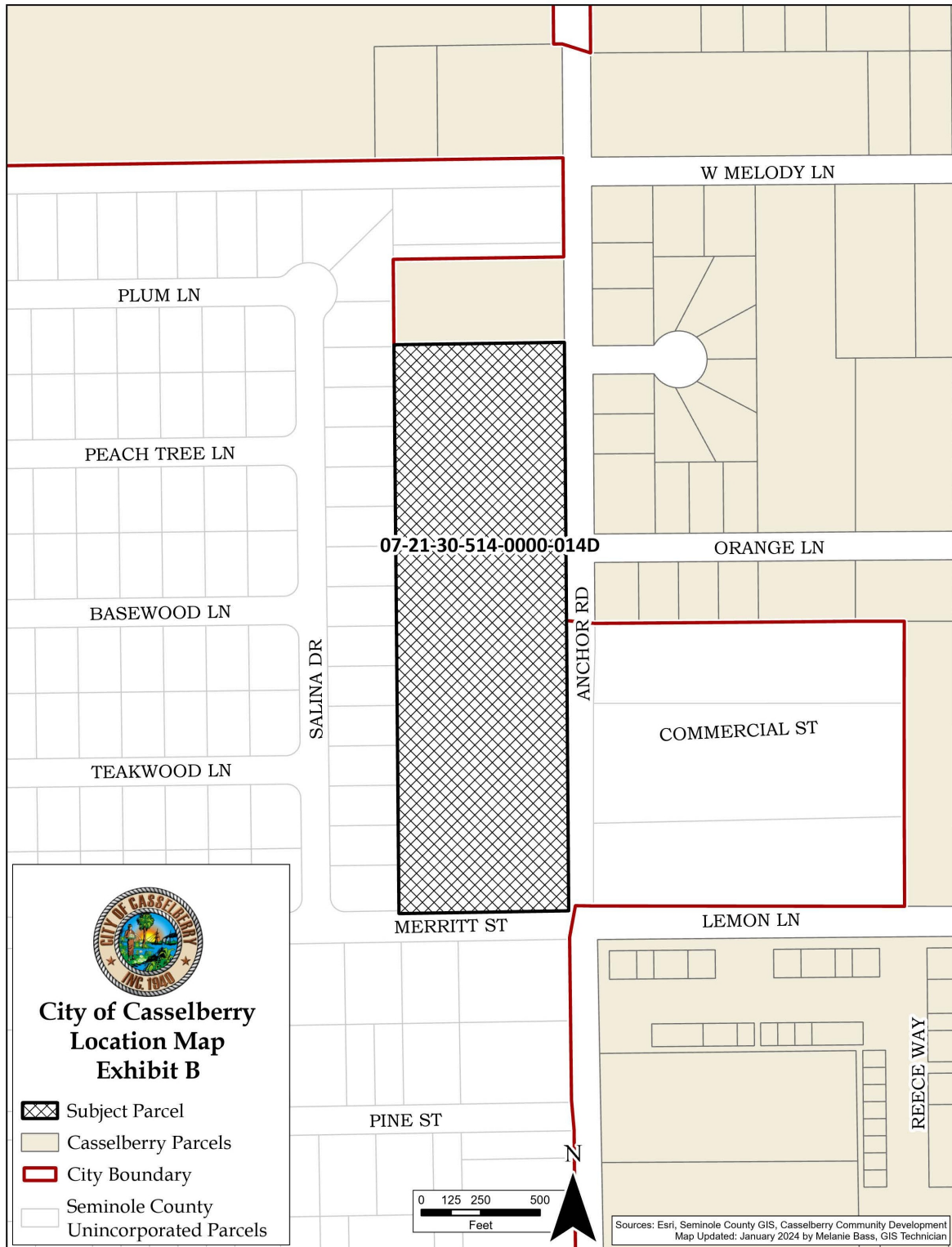
Notary Public
Print Name: _____
My Commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

E 1/4 OF LOT 14 (LESS N
300 FT) & E 1/4 OF LOT 15
& E 1/2 OF LOT 16
A E GRIFFINS SUBD
PB 2 PG 43

EXHIBIT "B"
PROPERTY MAP





CITY MANAGER M E M O R A N D U M

7.F.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Amendment No. 2 to Agreement with AxisPro Events, Inc. for Stage, Lights and Sound Services

Introduction: Approval of Amendment No. 2 to the Agreement with AxisPro Events, Inc. (RFP-2020-0583) to renew the term and increase contract wage rates to provide for stage, lights and sound production services for City events is requested.

Background: The City's Recreation Division provides stage, lights and sound production services for all the major music festivals for the Concert Series including, Spring Jazz and Art Festival, Rock N' Blues Concert and Car Show, Latin Jazz and Art Show, and the Craft Beer and Blues Festival. Agreement RFP-2020-0583 with AxisPro Events, Inc. (AxisPro) was approved by the City Commission on February 24, 2020 for an initial three year term. Amendment No.1 was approved by the City Commission on February 13, 2023 to increase rates and extend the term through February 24, 2024.

Discussion: Amendment No. 2 to the Agreement with AxisPro proposes to increase rates and extend the term through February 23, 2025. Services will be provided on an as-needed basis. The amount to be paid under this Agreement for services rendered will not exceed Fifty Thousand and 00/100 Dollars (\$50,000) annually, for a cumulative total not to exceed Two Hundred Ten Thousand and 00/100 Dollars (\$210,000) for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "A" of the attached Amendment No. 2.

Budget Impact: Sufficient funding for the remainder of Fiscal Year 2024 is available in Recreation Division Rental & Leases account #001-0411-572.44-00. Future years will be budgeted accordingly.

Recommendation: The City Manager and the Public Works and Utilities Director recommend approval of Amendment No. 2 to the Agreement with AxisPro Events, Inc. for Stage, Lights, and Sound Services (RFP- 2020-0583).

Prepared by: Linda Moore, Recreation Manager

Attachments:

1. Amendment No. 2

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

AMENDMENT NO. 2

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and AXISPRO EVENTS, INC., P.O. BOX 2391 Orlando, Florida 32802 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to maintain the services of the CONTRACTOR to continue to provide Stage, Lights and Sound Services as further described in Agreement RFP-2020-0583, approved by the CITY COMMISSION on February 24, 2020 between the CITY and the CONTRACTOR; Amendment No.1 approved by the CITY COMMISSION on February 13, 2023; and

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to renew term and to increase contract wage rates per Article 33 for "noncurrent wage rates"; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

The term of this Agreement shall begin on February 24, 2024 and continue through February 23, 2025.

SECTION 5 COMPENSATION

- A. No Change to Compensation. The amount to be paid under this Agreement for services rendered will not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) annually, for a cumulative total not to exceed Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "A"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

TRUTH-IN-NEGOTIATIONS

By execution of the Agreement, CONSULTANT hereby certifies that, in accordance with Section 287.055(5) (a), Florida Statutes, as amended, the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the CITY may adjust the original Agreement price and any additions thereto to exclude any significant

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

sums by which the CITY determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

DATA MANAGEMENT

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171 Contractor shall take reasonable measures to protect and secure electronic data containing personal information. In the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- C. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

DEALINGS WITH FOREIGN COUNTRIES OF CONCERN

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007.

To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

FOREIGN GIFTS AND CONTRACTS

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes § 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

DISCRIMINATORY VENDORS

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes § 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

DISBARMENT

By signing this Agreement, Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

CONFLICTS OF INTEREST

This Agreement is subject to Florida Statutes Chapter 112. Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee. The Contractor shall also disclose the name of any employee who owns, directly or indirectly, more than five percent (5%) **interest in the Contractor's, or its affiliates', business entity.**

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2024.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

AXISPRO EVENTS, INC.

By: _____

Print: _____

Title: _____

For a corporation:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

Exhibit "A"
Pricing Schedule

RFP-2020-0583 Stage, Lights and Sound Services
Price Proposal Form Amendment No. 1 - Revised January 22, 2024

Proposer agrees to furnish equipment, labor and materials at the rates indicated below.

Stage (Per Event)	Standard Rate
Mobile Stage - Minimum of 24 x 16 x 4 mobile stage with 4 x 4 Sound Extension	\$2,250.00
Certified stairs and roof that can withstand a minimum of 40 MPH wind rating (Mandatory)	
Lights (Per Event)	Standard Rate
LED Bars - Minimum of three (3) that cover 24 ft. with programmable lighting package	\$150.00
Sound Services (Per Event)	Standard Rate
Microphones - Minimum of four (12) microphones with stands, drum microphones and (2) wireless microphones	\$225.00
Mixer - Minimum of one (1) console with at least one iPad	\$225.00
Monitors - Minimum of six (6)	\$225.00
Sound System - Minimum can handle rock to jazz (Power Distro/Feeder/Cabling)	\$225.00
Speakers - Minimum of four (8) tops / (8) subs that project at least 100 yards on stage or above stage	\$1,200.00
Additional Items	Standard Rate
Event Coordination	\$0.00
Labor - At least (one) 1 Front of House Technician and minimum of two (2) Sound Engineers	\$1,600.00

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Casselberry Procurement Division for the price set forth herein. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor: aXisPro Events, Inc

Printed Name: Sean Perry

Title: VP

Signature: _____

Address: PO Box 2391

City/State/Zip: Orlando, FL. 32802

FEIN: 20-2404390

Phone: 407.230.1367

Email: sperry@axisproevents.com

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

Exhibit "B"
Contractor E-Verify Affidavit

I hereby certify that AXISPRO EVENTS, INC. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of AXISPRO EVENTS, INC. proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

Exhibit "C"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory Printed Name FEIN: _____

Title Date

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

Exhibit "D"
Affidavit of Compliance with Foreign Entity Laws

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0583 STAGE, LIGHTS AND SOUND SERVICES

Exhibit "E"
Foreign Country of Concern Attestation

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

AXISPRO EVENTS, INC. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name:

Title:

Signature:

Date:



CITY MANAGER M E M O R A N D U M

7.G.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Reorganization of the Administrative Services Department

Introduction: Reorganization of the Administrative Services Department by deleting a Procurement Specialist I/II in paygrades 25 and 29 from the Procurement and Contract Management Division and adding a Risk Officer in paygrade 46 to the Human Resources and Risk Management Division is requested.

Background: The Administrative Services Department provides support to City staff and City functions while ensuring compliance with laws and City policies. The Department includes the Human Resources and Risk Management Division with four position authorizations, the Information Technology Division with seven position authorizations, and the Procurement and Contract Management Division with three position authorizations. This request will not change the total number of position authorizations for the Department. The Procurement Manager is currently vacant and is expected to be filled through promotion of a Procurement Specialist I/II. The promotion will result in a vacant Procurement Specialist I/II.

Discussion: The standard practice when a position becomes vacant is to analyze the position to ensure it has an up-to-date job description and the position is the highest priority for staffing at the time. During the analysis, staff determined that the priority for staff had shifted. There are three positions assigned to Procurement and Contract Management and no positions that are specifically dedicated to Risk Management. Although other staff perform Risk Management functions and activities, staff believe the vacancy creates an ideal opportunity to rebalance the staff so that the City has an employee specifically skilled and assigned to Risk Management. In addition, there is a direct correlation between the two areas as Procurement and Contract Management are regularly required to perform risk management activities, such as ensuring appropriate insurance coverage of vendors and effective risk control in city contracts. The new Risk Officer position would be equipped to help ensure those activities continue. The position would also allow claims management (including workers' compensation, trips and falls, and City auto accidents) that is currently being performed by the HR Manager, to be reassigned to the Risk Officer.

Budget Impact: There is no monetary impact to the City Budget.

Recommendation: The City Manager and the Administrative Services Director recommend approval of the reorganization of the Administrative Services Department.

Prepared by: Andy Brooks, Administrative Services Director

Attachments: None



CITY MANAGER M E M O R A N D U M

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Excuse Absence of Commissioner Nancy Divita

Introduction: Commissioner Nancy Divita has advised that she will be out of town and unable to attend the February 26, 2024 Regular City Commission meeting. She has respectfully requested that her Excuse of Absence be placed on the Consent Agenda for consideration.



CITY MANAGER M E M O R A N D U M

9.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Resolution 24-3407 - Approving and Authorizing the Establishment of An Adopt-A-Shoreline Program

Introduction: Approval of Resolution 24-3407 providing for approval and authorization to establish an Adopt-A-Shoreline Program to promote the installation of Florida native shoreline plants along participants' lakefronts and educate residents on the importance and benefits of a vegetated shoreline is requested.

Background: There are more than two dozen lakes within the City, and all are dynamic systems that can quickly change from year to year based on a multitude of factors. Anthropogenic impacts play a large role in the negative qualities that can be seen within waterbodies. It is the City's and residents' responsibility to protect and limit any negative impacts to the waterbodies. One way to help achieve this is through best management practices. An example of a vital best management practice for a lake is to have and maintain a healthy population of Florida native emergent vegetation along shorelines.

An ecologically healthy lake within Central Florida will undoubtedly have both submersed and emergent aquatic vegetation within the littoral zone. Possessing a healthy shoreline of Florida native vegetation acts as a first line of defense for lakes through nutrient uptake. Along with positive water quality impacts through nutrient uptake, shoreline plants provide additional benefits to lakes through shoreline stabilization and erosion control. They also provide food and habitat for wildlife.

Discussion: The Public Works & Utilities Department is seeking approval of an Adopt-A-Shoreline program. This program aims at City residents who own property located on one of the lakes within the City. The overall goal is to install Florida native shoreline plants along participants' lakefronts and educate residents on the importance and benefits of a vegetated shoreline. The Adopt-A-Shoreline program will be overseen by the City's Lake Management staff. The main tasks associated with the program include marketing the program, tracking interested participants, determining eligibility, communicating with participants, ordering plants, and installing plants. Marketing the program starts with mailing postcards to City residents who live on a lake. Spreadsheets will be used for tracking interested participants and desired plant selections. Plants will be ordered in early spring after the risk of frost has passed. All plants will come as bare-root for ease of installation. Participants will be required to fill out an application form to receive the free plants. The program will not only help to improve the City's waterbodies, but it will provide educational opportunities. Resolution 24-3407 provides for establishment of this program.

The City's Natural Resources Officer, Nick Cooper, will provide a presentation outlining the program.

Budget Impact: There is no impact to the City's budget as sufficient funding is already budgeted and available in Stormwater Utility Fund operating accounts to implement this program.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Resolution 24-3407.

Prepared by: Jane Dai, City Engineer

Attachments:

1. Resolution 24-3407
2. Application
3. Presentation

RESOLUTION 24-3407

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING THE ESTABLISHMENT OF AN ADOPT-A-SHORELINE PROGRAM; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Casselberry is committed to conserving and improving ecological health and stability through the management of its surface waterbodies; and

WHEREAS, the City has declared an interest in establishing an Adopt-A-Shoreline program to help protect various aspects of its waterbodies through the planting of Florida native shoreline plants along City resident's shorelines; and

WHEREAS, the City understands the significance and importance of shoreline vegetation, as it is a vital aspect and characteristic of a healthy freshwater lake ecosystem in Central Florida; and

WHEREAS, Florida native shoreline vegetation provides water quality benefits, erosion control, habitat and food for wildlife, and aesthetic appeal; and

WHEREAS, through the installation of shoreline vegetation, the City will remain committed to helping maintain the health and balance of its numerous surface waterbodies; and

WHEREAS, the City will encourage residents and business owners to plant Florida native shoreline plant species along their lake shorelines; and

WHEREAS, the City will encourage the use of shoreline plants for educational purposes for schools and the general public; and

WHEREAS, the City will help create more healthy lake ecosystems that can support various wildlife species, improve water quality, protect against erosion, and improve overall aesthetics of shorelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves and authorizes the Adopt-A-Shoreline Program, including the Adopt-A-Shoreline application attached as Exhibit A.

SECTION II. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION III. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, AD 2024.

**CITY COMMISSION OF
CASSELBERRY, FLORIDA**

(SEAL)

By: _____
David Henson
Mayor/Commissioner

Attest:

By: _____
Donna G. Gardner, CMC
City Clerk



CITY OF CASSELBERRY ADOPT – A – SHORELINE APPLICATION

Phone: (407) 262-7725 ext. 1229

ncooper@casselberry.org

95 Triplet Lake Drive, Casselberry, FL 32707

www.casselberry.org/lakes

ADOPT – A – SHORELINE AGREEMENT TERMS AND CONDITIONS AND HOLD HARMLESS:

I want to act as a Shoreline Sponsor in the City of Casselberry's shoreline planting program to help keep the lakes within the City of Casselberry healthy. The Public Works and Utilities Department will plant shoreline vegetation on my property. I hereby grant permission for the City and its contractors and representatives to access my property to perform the shoreline plant installation. I hereby hold harmless and release the City of Casselberry of all liability associated with the planting of the shoreline vegetation, any damage the City or its agents may cause during the shoreline planting, or any damage the shoreline vegetation may cause, or any damage the City causes to the shoreline vegetation. After the City plants the shoreline vegetation, I will regularly maintain and use care to protect the newly planted vegetation. If I move addresses, I will notify the City, and inform the person who resides at this address after me about this Agreement and ask them to assume shoreline care taking responsibilities.

PROPERTY OWNER:

NAME:

ADDRESS:

PARCEL ID:

PHONE: (_____) _____ - _____

E-MAIL:

ADDITIONAL TERMS AND CONDITIONS:

I acknowledge and agree to the following:

- I am the residential property owner, and my residential property is located within the corporate limits of the City of Casselberry.
- Up to 30 bare root shoreline plants can be awarded per household per year.
- The physical planting of the shoreline may occur up to one (1) year after this application has been approved and will be in coordination with the City's planting schedule. Shoreline planting is subject to available funding, availability of the selected plants, and suitability for my specific location.

- The City will determine if and where along the shoreline plants can be installed.
- The City will provide the homeowner at least a fourteen (14) day notice prior to installation.
- I will take care of the shoreline vegetation, and will not remove, damage, alter, or destroy the shoreline plants awarded via this program.
- In the event of failure of the planting, as determined by the City, I authorize the City and/or its representatives to enter upon my property to remove the vegetation at the sole discretion of the City. Under no circumstances is the City obligated to remove the vegetation, or replace the removed vegetation.
- I understand and agree that failure to adhere to these terms and conditions may make me ineligible for award of any future shoreline plants under the Adopt-A-Shoreline program.

☐

By checking this box and signing below, I confirm that I have read this program agreement, I understand this agreement, and agree to be bound by it.

Printed Name:

Signature:

Date:

Please provide a short narrative explaining how planting shoreline vegetation at your property will help maintain and improve the health of City of Casselberry waterbodies. What are the reasons that you are willing to be a City of Casselberry Shoreline Sponsor?

PLANTING REQUIREMENTS

Shoreline plants will be installed along the lake's shoreline either in the water or in areas that will be intermittently inundated with water throughout the year.

You may request where along the shoreline you would like the vegetation installed. The City will perform a pre-planting site visit to confirm that the shoreline has space for planting, and the City will make the final decision for planting location based on site conditions and selected plants. Looking from land out to the lake, select one preference for planting location:

☐ Left ☐ Center ☐ Right ☐ Entire

PLANT SPECIES AND SPECIFICATIONS:



Golden Canna (*Canna flaccida*):

Average height of 3-4 ft tall, lance shaped leaf, yellow flower, dry to moist soils to intermittent flooding



Blue Flag Iris (*Iris virginica*):

Average height of 2-2 ½ ft tall, ribbon shaped leaf, blue to blue-purple flower, moist soils to intermittent flooding



Fire Flag (*Thalia geniculata*):

Average height of 6-8 ft tall, lance shaped leaf, purple flower, moist soils and intermittent flooding



Pickerelweed (*Pontederia cordata*):

Average height of 3 ft tall, lance to heart shaped leaf, purple flower, 6 to 18" of water depth



Duck Potato (*Sagittaria lancifolia*):

Average height of 3 ft tall, lance shaped leaf, white flower, 6 to 18" of water depth



Soft Rush (*Juncus effusus*):

Average height of 3 to 4 ft tall, green round tubular stems with no true leaf, greenish-brown flower, moist soils and extended flooding



Giant Bulrush (*Scirpus californicus*):

Average height of 6 to 9 ft tall, green round tubular stems with no true leaf, brown flower, 24 to 36" of water depth

PLEASE IDENTIFY YOUR TOP THREE (3) PLANT SPECIES FROM THE LIST ABOVE:

The City will do its best to provide you with your top selected plants. However, the actual plant species awarded will be based on the available supply and suitability to your shoreline. This application will be considered incomplete if you do not select 3 plant species from the list above. The City will contact you if it determines that it cannot provide a plant species from your top three selections. The City will provide you with instructions on proper care of the particular plant species that is planted on your property.

1. _____

2. _____

3. _____

SUBMIT ALL PAPER APPLICATIONS
TO THE CITY'S NATURAL RESOURCES OFFICER
Nick Cooper
95 Triplet Lake Drive, Casselberry, FL 32707
ncooper@casselberry.org
407-262-7725 EXT 1229

APPLICATIONS CAN ALSO BE ACCESSED AND SUBMITTED ONLINE AT:
www.casselberry.org/lakes

FOR PUBLIC WORKS AND UTILITIES DEPARTMENT USE

Received By: _____

Date _____

Approved By: _____

Date _____

Denied By: _____

Date _____

Staff Comments:

Resolution 24-3407

“Adopt-A-Shoreline Program”

City Commission Meeting



February 26, 2024



Who?

- **City of Casselberry Lake Management Staff**
 - Natural Resources Officer, Lake Management Technician II and Lake Management Technician I
- **City of Casselberry lakefront property owners**



What?

- **Adopt-A-Shoreline!!!**
- **Free Florida native shoreline plants**
- **7 different plant species offered**
- **All plants will be bare root**
- **Up to 30 plants per shoreline**
- **Participants can request 3 different plant species from the list provided**



Where?

- Program will be aimed towards City of Casselberry lakefront property owners
- Program participants would be required to fill out an application and be approved by City staff
- The City of Casselberry has 24 lakes with potential program participants





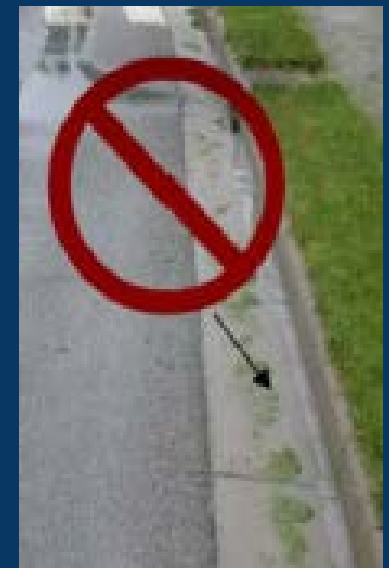
When?

- The program's application can remain open throughout the year
- Participants can apply and receive plants once per year
- One planting per year will take place in April or May

!!SPRING!!

Why?

- Anthropogenic impacts to Florida's waterbodies
- Best Management Practice
- First line of defense
- Water quality benefits
- Shoreline stabilization/erosion control
- Food and habitat for wildlife
- Aesthetically pleasing
- Education





Other Program Details

- Lake Management staff would send out post cards with program information and how to apply, track interested participants, purchase and pick up plants, and install plants.
- Pre planting site visits would occur to make sure shorelines are suitable for planting.
- There will be no City budget impact from this program. Funds are available through the Stormwater account.
- Recommended cutoff of 20-30 shorelines per year, which equates to 600-900 total plants.
- Equipment utilized would include the City's Jon boat and shovels.
- In general, shoreline maintenance would fall on the property owner, but the City's Lake Management Division does manage for nonnative and invasive shoreline plants.

Questions & Discussion





CITY MANAGER M E M O R A N D U M

9.B.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Resolution 24-3408 - Amended and Restated Employment Agreement with City Manager James R. Newlon

Introduction: Approval of Resolution 24-3408 providing for amending and restating the Employment Agreement with City Manager James R. Newlon to revise outdated content, provide for salary adjustments and accrued benefits in the same manner as general employees, and to provide consistency with City policy is requested.

Background: On September 12, 2012, the City Commission approved an Agreement with James R. Newlon to establish the terms and conditions of his employment as City Manager. Mr. Newlon has served continuously since then. As time has passed, outdated content is apparent. The agreement calls for the City Commission to determine annual cost of living adjustments (COLA) and/or merit pay adjustments.

Discussion: Over the years, certain terms have changed. This necessitates the updating of various provisions in the Agreement including updating the auto allowance, removing the telephone stipend, and aligning for consistency with City policy for regular employees. If approved, salary adjustments and annual COLA and/or merit pay adjustments will be made in the same manner as general employees. The accrual of benefits and the resolution of same upon separation will be made in the same manner as general employees and consistent with City policy.

Approval of this agreement and authorizing resolution would make applicable the 10% increase in salary for the City Manager consistent with the amendment to the pay grade structure for all general employees approved by the City Commission on January 8, 2024, made effective January 7, 2024.

Budget Impact: Sufficient funding exists within the FY2024 budget for this action.

Recommendation: The City Manager recommends approval of Resolution 24-3408.

Prepared by: Lorie Mertens, Executive Assistant to City Manager

Attachments:

1. Resolution 24-3408
2. Agreement
3. Agreement - with markup

RESOLUTION 24-3408

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING AND RESTATING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND CITY MANAGER JAMES R. NEWLON; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, on September 12, 2012, the City Commission approved an Agreement with James R. Newlon to establish the terms and conditions of his employment as City Manager; and

WHEREAS, Mr. Newlon has served continuously since that date; and

WHEREAS, over the years, certain terms have changed. This has necessitated the updating of the Agreement; and

WHEREAS, Mr. Newlon has indicated his willingness to continue to serve as City Manager and the City Commission desires to retain his service; and

WHEREAS, the attached amended and restated Employment Agreement embodies the terms and conditions which provide an inducement for Mr. Newlon to continue as City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby authorizes the execution of the attached Employment Agreement with James R. Newlon with an effective date of January 1, 2024. The Amended and Restated Agreement provides Mr. Newlon with compensation adjustments consistent with regular employees from this date forward.

SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of _____, AD 2024.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson
Mayor/Commissioner

**Casselberry City Manager
Amended and Restated Employment Agreement**

This Amended and Restated Employment Agreement ("Agreement") is made and entered into on the ____ day of _____ 2024, by and between the CITY OF CASSELBERRY, a municipality and political subdivision of the State of Florida, by and through its City Commission, hereinafter referred to as "City," and JAMES R. NEWLON, hereinafter referred to as "City Manager," both of whom constitute the "Parties" hereto.

WITNESSETH.

WHEREAS, the City is desirous to continue the employment of JAMES R. NEWLON as its City Manager on the terms and conditions, and with the compensation and benefits, as are set forth further in this Agreement; and

WHEREAS, JAMES R. NEWLON, originally employed as City Manager in accordance with an employment agreement effective September 12, 2012, has served continuously since that date, and has indicated his willingness to continue as City Manager under this Agreement; and

WHEREAS, both Parties understand that it is mutually beneficial to have an agreement of employment between the City and the City Manager setting forth agreements and understandings which (1) provide the inducement for JAMES R. NEWLON to continue the job of City Manager, (2) make possible full work productivity by assuring JAMES R. NEWLON's morale and peace of mind with respect to future security, and (3) provide a just means for terminating the City Manager's services as such time as the City may desire to terminate his employment.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the Parties set forth below, the City and the City Manager agree as follows:

1. **EMPLOYMENT OF CITY MANAGER.** The City hereby employs JAMES R. NEWLON as its City Manager and JAMES R. NEWLON hereby accepts such employment upon the terms and conditions as set forth herein.
2. **TERM OF AGREEMENT.** The term of the City Manager's employment is indefinite, subject to the conditions herein.
3. **EFFECTIVE DATE.** The effective date shall be January 1, 2024.
4. **DUTIES.** The City Manager will perform all duties normal and customary for the position of a City Manager, plus all duties imposed on him by the City's Charter, applicable laws, ordinances, regulations, policies of the City Commission, and all other proper and legally permissible duties as he may be directed to perform by the City Commission. The City Manager agrees to perform the functions of his office in a loyal, efficient, competent and professional manner at all times.
5. **COMPENSATION.**
 - a. Beginning October 1, 2023, the City Manager shall receive an annual salary of \$189,500 which shall be paid in equal installments as may be determined

by the City from time to time. Beginning on January 1, 2024, the City Manager shall receive salary adjustments at the same times and in the same percentage as other regular City employees.

- b. The City Manager's compensation shall include a monthly car allowance in the amount of \$500.00 which accounts for mileage for travel involving City business using the City Manager's personal vehicle that is within a 50-mile radius of City Hall. Additionally, mileage beyond the 50-mile radius will be reimbursed to City Manager at the cents-per-mile rate equal to that provided by IRS business guidelines or at a rate provided to regular City employees, subject to applicable statutory limitations.
6. **BENEFITS.** Except as hereinafter provided, the City Manager will receive the same benefits as all other City employees, including but not limited to the medical/health insurance plans, long-term disability plan, dental plan, hospitalization plan, life insurance, Worker's Compensation, and all other benefits available to the full-time regular employees of the City based on the City Manager's tenure and accumulated service to the City, or as prescribed in this Agreement, whichever benefit is greater.
- a. The City agrees to pay an amount equal to 15 percent (15%) of the City Manager's salary into a retirement plan under IRS code Section 401A on the City Manager's behalf, in proportionate amounts each pay period.
 - b. The City will make an annual matching contribution to the City's deferred compensations plan under IRS Section 457 not to exceed four percent (4%) of the City Manager's salary. These contributions will be made in proportionate installments based on the City Manager's contribution at the time of each regular pay period the same as for the regular employees of the City.
 - c. The City Manager's accrual of annual, sick, and compensatory leave time will be managed in accordance with City Policy applicable to all regular City employees.
 - d. Upon separation of employment from the City other than by retirement or as otherwise prescribed herein, the City Manager shall have the opportunity to obtain all medical/health insurance, dental plans, hospitalization, life insurance, and any other benefit plans available to all employees of the City in accordance with COBRA regulations or in accordance with the City Retiree Health Insurance Policy at the City Manager's expense.
7. **RESIDENCY.** Pursuant to City Charter Section 5.01 of Article 5, the City Commission has waived, by super majority approval, the requirement that the City Manager shall become a resident of the City of Casselberry for the duration of his appointment.
8. **TERMINATION OF EMPLOYMENT.** This Agreement may be terminated as follows:
- a. In this Agreement, "Cause" is defined to mean a conviction of a felony; an intentional act of felonious embezzlement or theft from the City that occurs in the course of the City Manager's employment with the City; continued willful failure to substantially perform his duties as City Manager (other than as a result of incapacity due to physical or mental illness); or willful conduct

that is determined to be materially injurious to the City by the City Commission. For purposes of this Agreement, an act, or failure to act, shall not be deemed willful or intentional, as those terms are utilized herein, unless it is done, or omitted to be done, by the City Manager in bad faith or without a reasonable belief that his action or omission was in the best interest of the City. Failure to meet performance expectations does not constitute "Cause."

- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the employment of the City Manager without cause at any time, subject to the Severance Pay provisions as set forth in this Agreement. The City Commission may terminate this Agreement in the manner prescribed by the City Charter. The City and City Manager may also enter into an agreement for termination without cause.
- c. The City Manager may terminate this Agreement at any time, but only after providing written notice to the City of his intent to terminate. The City Manager shall give the City 120 days written notice before voluntary termination or retirement. In those circumstances:
 - i. The City will pay one hundred percent (100%) of accrued annual and compensatory leave time and accrued sick leave in accordance with City policy applicable to all regular City employees, plus all retirement benefits and other accrued benefits as are due to the City Manager under the terms of this Agreement.
 - ii. The City Manager will be entitled to all retirement benefits and deferred compensation plans which remain the property of the City Manager.
 - iii. The City Manager shall be eligible for all such City programs as are available to other retirees of the City.
- d. In the event that the City Manager is charged, by indictment or information, with a felony crime, the City, at its sole discretion, may suspend the City Manager from his duties with pay.
- e. This Agreement may be terminated by the City Commission for cause. "Cause" is defined in Section 8.a. above. If terminated for cause, City Manager shall not be entitled to severance pay.
- f. Further, should the City Manager terminate a Department Director, and the City Commission fails to approve said termination, then the City Manager may, at his option, be deemed to be terminated at the date of the City Commission's action within the meaning and context of Section 8.b. of this Agreement.
- g. By execution of this Agreement, City Manager specifically waives all his rights set forth in Section 5.02 of the City Charter, specifically, right to notice and suspension before termination, and the right to a pretermination hearing.

9. SEVERANCE PAY.

- a. In the event employment is terminated under Section 8.b. without cause, the City agrees to pay the City Manager as follows:

- i. All retirement benefits and deferred compensation plan remain the property of the City Manager.
 - ii. The City pays one hundred percent (100%) of any paid annual and compensatory leave time and any paid sick leave time accrued by the City Manager, in accordance with City policy applicable to all regular City employees, as well as all retirement benefits to the extent controlled by the City, and other accrued benefits due the City Manager under the terms of this Agreement.
 - iii. The City will pay the cost of health insurance and dental insurance for the City Manager for 12 months after separation from the City, which may be under the plans offered by the City, or such other plan(s) as may be needed to fulfill the obligations of this paragraph. Such plans shall be equal to those offered by the City to full-time employees. The City Manager shall select and identify which type plan he shall choose for coverage. The City's obligation under this paragraph shall conclude not later than twelve (12) months after separation or the time at which the City Manager becomes covered by replacement insurance, whichever is sooner.
 - iv. The City shall pay severance, inclusive of all forms of compensation, within fifteen (15) days from receipt of a written request from the City Manager, in one final lump sum payment or in structured installment payments, at the City Manager's discretion. The number of installments will not extend for more than twelve (12) months from the commencement of such installments. The City Manager will determine the commencement date of such installment payments, if any.
 - v. The City will pay the equivalent of twenty (20) weeks compensation, plus the amounts set forth in subsections (i) through (iv) of Paragraph 9.a.
 - vi. Upon payment as above in Paragraph 9.a.(i-v), the City Manager agrees to execute a "Separation Agreement" holding the City harmless, releasing the City from all liability relative to the termination of employment, and accepting the payments in full satisfaction of the City's obligations under this Agreement.
- b. If this Agreement is terminated for "Cause" as defined in Paragraph 8.a., the City will have no obligation to pay Severance Salary as set forth in Paragraph 9.a.(i-v). However:
 - i. The City will pay one hundred percent (100%) of accrued annual and compensatory leave time and accrued sick leave, in accordance with City policy applicable to all regular City employees, plus all retirement benefits and other accrued benefits as are due to the City Manager under the terms of this Agreement.
 - ii. All retirement benefits and deferred compensation plan(s) shall remain the property of the City Manager.
- c. If a court should determine that the City Commission did not properly terminate the City Manager for cause, the parties agree that such

termination shall be deemed a termination without cause, and the provisions of 8.b. will apply.

- d. Severance Salary Pay will not be paid if the City Manager voluntarily resigns or retires from employment.

10. **PERFORMANCE EVALUATION.** The City, acting through the City Commission, shall annually review and evaluate the performance of the City Manager during the first quarter of each fiscal year. The review shall be subject to a process, form, criteria and format for the evaluation which shall be mutually agreed upon by the City Commission and the City Manager. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet, discuss and finalize each evaluation, and (3) present a written summary of all evaluation results.

11. **PROFESSIONAL ASSOCIATIONS AND DEVELOPMENT.**

- A. The City agrees to budget and pay for ordinary professional dues and subscriptions of the City Manager which are necessary for his participation in national, regional, state and local associations, and organizations necessary and desirable for his continued professional participation, growth and advancement.
- B. The City agrees to budget and pay for travel and lodging expenses of the City Manager, pursuant to City policy as may be amended from time to time, while on authorized City business or while attending functions as the representative of or on behalf of the City.
- C. The City agrees to budget and pay for travel, lodging and registration expenses of the City Manager, pursuant to City policy as may be amended from time to time, for short courses, institutes, and seminars that are necessary for his professional development and for the benefit of the City.

12. **INDEMNIFICATION.** The City shall defend, hold harmless and indemnify the City Manager against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising from any act, either alleged or real, or omission to act which may occur within the scope of the City Manager's employment and performance as City Manager, to the extent allowed by law. The City may compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith. This covenant shall not apply to awards of punitive damages, except where said awards are based on acts arising out of the good faith performance of City Manager's duties.

13. **BONDING.** The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

14. **NO REDUCTION OF BENEFITS.** The City shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of the City Manager, except to the degree of such an across-the-board reduction applies to all other employees of the City. At no time shall the City Manager's retirement plan, deferred compensation benefits, or accrued annual, sick or compensatory leave time be reduced.

15. **SEVERABILITY.** All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction,

this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

16. **COMPLETE AGREEMENT IN WRITTEN DOCUMENT.** This written Agreement embodies the whole Agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the City or the City Manager other than contained herein. This Agreement shall inure to the benefit of the estate of the City Manager.

17. **MODIFICATION AND AMENDMENT.** Except as otherwise provided herein, this Agreement may not be modified or waived unless in writing and duly executed by both Parties to this Agreement, and any amendments hereto or waiver of material requirements herein shall be binding against the City only if expressly approved by the City Commission with the same formality as the adoption of this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature. Casselberry, through its City Commission, authorized the City to execute this Agreement on the 26 day of February 2024.

CITY OF CASSELBERRY:

By:

David Henson, Mayor

Date: _____

ATTEST:

By: _____
Donna G. Gardner, CMC, City Clerk

Date: _____

CITY MANAGER

By:

James R. Newlon

Date: _____

Casselberry City Manager
Amended and Restated Employment Agreement

This Amended and Restated Employment Agreement ("Agreement") is made and entered into on the _____ day of _____ 2024, by and between the CITY OF CASSELBERRY, a municipality and political subdivision of the State of Florida, by and through its City Commission, hereinafter referred to as "City," and JAMES R. NEWLON, hereinafter referred to as "City Manager," both of whom constitute the "Parties" hereto.

WITNESSETH.

WHEREAS, the City is desirous to continue ~~of obtaining~~ the employment of JAMES R. NEWLON as its City Manager on the terms and conditions, and with the compensation and benefits, as are set forth further in this ~~Employment~~ Agreement; and

WHEREAS, JAMES R. NEWLON, originally employed as City Manager in accordance with an employment agreement effective September 12, 2012, has served continuously since that date, and has indicated his willingness to continue accept the responsibilities and render specific performance to the City as City Manager under this Agreement; and

WHEREAS, both Parties understand that it is mutually beneficial to have an agreement of employment between the City and the City Manager setting forth agreements and understandings which (1) provide the inducement for JAMES R. NEWLON to continue ~~accept~~ the job of City Manager, (2) make possible full work productivity by assuring JAMES R. NEWLON's morale and peace of mind with respect to future security, and (3) provide a just means for terminating the City Manager's services as such time as the City may desire to terminate his employment.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the Parties set forth below, the City and the City Manager agree as follows:

1. **EMPLOYMENT OF CITY MANAGER.** The City hereby employs JAMES R. NEWLON as its City Manager and JAMES R. NEWLON hereby accepts such employment upon the terms and conditions as set forth herein.
2. **TERM OF AGREEMENT.** The term of the City Manager's employment is indefinite, subject to the conditions herein.
3. **EFFECTIVE DATE.** The effective date shall be ~~September 11, 2012~~ January 1, 2024.
4. **DUTIES.** The City Manager will perform all duties normal and customary for the position of a City Manager, plus all duties imposed on him by the City's Charter, applicable laws, ordinances, regulations, policies of the City Commission, and all other proper and legally permissible duties as he may be directed to perform by the City Commission. The City Manager agrees to perform the functions of his office in a loyal, efficient, competent and professional manner at all times.
5. **COMPENSATION.**

- a. ~~Beginning October 1, 2023 September 11, 2012, the City Manager shall receive an annual salary of \$125,000-189,500 ("Base Salary") which shall be paid in equal installments as may be determined by the City from time to time. This base salary shall be subject to annual COLA and/or merit pay increases in an amount as determined by the City Commission each year. Beginning on January 1, 2024, the City Manager shall receive salary adjustments at the same times and in the same percentage as other regular City employees.~~

~~The City will make an annual matching contribution to the City's deferred compensations plan under IRS Section 457 not to exceed four percent (4%) of the City Manager's base salary. These contributions will be made in proportionate installments based on the City Manager's contribution at the time of each regular pay period for the general employees of the City.~~

- b. ~~e.~~ The City Manager's compensation shall include a monthly car allowance in the amount of ~~\$200.00~~ 500.00 which accounts for mileage for travel involving City business using the City Manager's personal vehicle that is within a 50-mile radius of City Hall. Additionally, mileage beyond the 50-mile radius will be reimbursed to City Manager at the cents-per-mile rate equal to that provided by IRS business guidelines or at a rate provided to regular City employees, subject to applicable statutory limitations.
 - d. ~~The City Manager's compensation shall include a monthly cellular phone allowance in the amount of \$50.00.~~
6. **BENEFITS.** Except as hereinafter provided, the City Manager will receive ~~immediately upon employment as the City Manager,~~ the same benefits as all other City employees, including but not limited to the medical/health insurance plans, long-term disability plan, dental plan, hospitalization plan, life insurance, Worker's Compensation, and all other benefits available to the full-time regular employees of the City based on the City Manager's tenure and accumulated service to the City, or as prescribed in this Agreement, whichever benefit is greater.
 - a. ~~The City agrees to pay an amount equal to 15 percent (15%) of the City Manager's base salary into the ICMA-RC a retirement plan under IRS code Section 401A on the City Manager's behalf, in proportionate amounts each pay period, and to transfer ownership to succeeding employers upon the City Manager's resignation or discharge.~~
 - b. The City will make an annual matching contribution to the City's deferred compensations plan under IRS Section 457 not to exceed four percent (4%) of the City Manager's salary. These contributions will be made in proportionate installments based on the City Manager's contribution at the time of each regular pay period the same as for the regular employees of the City.
 - c. ~~All paid leave not taken, including such leave as may be accumulated and not taken as of the date of this Agreement, may continue to be accumulated by the City Manager, and the City shall pay the City Manager for such accumulated paid leave upon expiration or termination of this Agreement.~~
 - c. ~~The City Manager's accrual of annual, sick, and compensatory leave time will be managed in accordance with City Policy applicable to all regular City~~

~~employees. Annual leave shall be accrued in accordance with City Policy and shall not exceed a balance of 300 hours as of January 1 each year.~~

- d. Upon separation of employment from the City other than by retirement or as otherwise prescribed herein, the City Manager shall have the opportunity to obtain all medical/health insurance, dental plans, hospitalization, life insurance, and any other benefit plans available to all employees of the City in accordance with COBRA regulations or in accordance with the City Retiree Health Insurance Policy at the City Manager's expense.
7. **RESIDENCY.** Pursuant to City Charter Section 5.01 of Article 5, the City Commission has waived, by super majority approval, the requirement that the City Manager shall become a resident of the City of Casselberry for the duration of his appointment.
8. **TERMINATION OF EMPLOYMENT.** This Agreement may be terminated prior to its expiration as follows:
 - a. In this Agreement, "Cause" is defined to mean a conviction of a felony; an intentional act of felonious embezzlement or theft from the City that occurs in the course of the City Manager's employment with the City; continued willful failure to substantially perform his duties as City Manager (other than as a result of incapacity due to physical or mental illness); or willful conduct that is determined to be materially injurious to the City by the City Commission. For purposes of this Agreement, an act, or failure to act, shall not be deemed willful or intentional, as those terms are utilized herein, unless it is done, or omitted to be done, by the City Manager in bad faith or without a reasonable belief that his action or omission was in the best interest of the City. Failure to meet performance expectations does not constitute "Cause."
 - b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the employment of the City Manager without cause at any time, subject to the Severance Pay provisions as set forth in this Agreement. The City Commission may terminate this Agreement in the manner prescribed by the City Charter. The City and City Manager may also enter into an agreement for termination without cause.
 - c. The City Manager may terminate this Agreement at any time, but only after providing written notice to the City of his intent to terminate, and such notice shall be delivered to the City Commission ~~not less than sixty (60) days before the proposed date of termination.~~ The City Manager shall give the City 120 days written notice before voluntary termination or retirement. In those circumstances:
 - i. The City will pay one hundred percent (100%) of accrued annual and compensatory leave time and accrued sick leave in accordance with City policy applicable to all regular City employees, plus all retirement benefits and other accrued benefits as are due to the City Manager under the terms of this Agreement.
 - ii. The City Manager will be entitled to all retirement benefits and deferred compensation plans which remain the property of the City Manager.

- iii. The City Manager shall be eligible for all such City programs as are available to other retirees of the City.
- d. In the event that the City Manager is charged, by indictment or information, with a felony crime, the City, at its sole discretion, may suspend the City Manager from his duties with pay.
- e. This Agreement may be terminated by the City Commission for cause. "Cause" is defined in Section 8.a. above. If terminated for cause, City Manager shall not be entitled to severance pay.
- f. Further, should the City Manager terminate a Department Director, and the City Commission fails to approve said termination, then the City Manager may, at his option, be deemed to be terminated at the date of the City Commission's action within the meaning and context of Section 8.b. of this Agreement.
- g. By execution of this Agreement, City Manager specifically waives all his rights set forth in Section 5.02 of the City Charter, specifically, right to notice and suspension before termination, and the right to a pretermination hearing.

9. SEVERANCE PAY.

- a. In the event employment is terminated under Section 8.b. without cause, the City agrees to pay the City Manager as follows:
 - i. All retirement benefits and deferred compensation plan remain the property of the City Manager.
 - ii. The City pays one hundred percent (100%) of any paid annual and compensatory leave time and as well as twenty-five percent (25%) of any paid sick leave time accrued by the City Manager, in accordance with City policy applicable to all regular City employees, as well as all retirement benefits to the extent controlled by the City, and other accrued benefits due the City Manager under the terms of this Agreement.
 - iii. The City will pay the cost of health insurance and dental insurance for the City Manager for 12 months after separation from the City, which may be under the plans offered by the City, or such other plan(s) as may be needed to fulfill the obligations of this paragraph. Such plans shall be equal to those offered by the City to full-time employees. The City Manager shall select and identify which type plan he shall choose for coverage. The City's obligation under this paragraph shall conclude not later than twelve (12) months after separation or the time at which the City Manager becomes covered by replacement insurance, whichever is sooner.
 - iv. The City shall pay severance, inclusive of all forms of compensation, within fifteen (15) days from receipt of a written request from the City Manager, in one final lump sum payment or in structured installment payments, at the City Manager's discretion. The number of installments will not extend for more than twelve (12) months from the commencement of such installments. The City Manager will

determine the commencement date of such installment payments, if any.

- v. The City will pay the equivalent of twenty (20) weeks compensation, plus the amounts set forth in subsections (i) through (iv) of Paragraph 9.a.
 - vi. Upon payment as above in Paragraph 9.a.(i-v), the City Manager agrees to execute a "Separation Agreement" holding the City harmless, releasing the City from all liability relative to the termination of employment, and accepting the payments in full satisfaction of the City's obligations under this Agreement.
- b. If this Agreement is terminated for "Cause" as defined in Paragraph 8.a., the City will have no obligation to pay Severance Salary as set forth in Paragraph 9.a.(i-v). However:
- i. The City will pay one hundred percent (100%) of accrued annual and compensatory leave time ~~as well as twenty-five percent (25%) and~~ accrued sick leave, in accordance with not to exceed the total accrual allowed by City policy applicable to all regular City employees, plus all retirement benefits and other accrued benefits as are due to the City Manager under the terms of this Agreement.
 - ii. All retirement benefits and deferred compensation plan(s) shall remain the property of the City Manager.
- c. If a court should determine that the City Commission did not properly terminate the City Manager for cause, the parties agree that such termination shall be deemed a termination without cause, and the provisions of 8.b. will apply.
- d. Severance Salary Pay will not be paid if the City Manager voluntarily resigns or retires from employment. ~~The City Manager shall give the City sixty (60) days written notice before voluntary termination or retirement. In those circumstances:~~
- ~~i. The City will pay one hundred percent (100%) of accrued annual and compensatory leave time as well as twenty-five percent (25%) accrued sick leave not to exceed the total accrual allowed by City policy, plus all retirement benefits and other accrued benefits as are due to the City Manager under the terms of this Agreement.~~
 - ~~ii. The City Manager will be entitled to all retirement benefits and deferred compensation plans which remain the property of the City Manager.~~
 - ~~iii. In the event of voluntary resignation or retirement, the City Manager shall be eligible for all such City programs as are available to other retirees of the City.~~

10. PERFORMANCE EVALUATION. The City, acting through the City Commission, shall annually review and evaluate the performance of the City Manager during the first quarter of each fiscal year ~~beginning after the first complete year of employment~~. The review shall be subject to a process, form, criteria and format for the evaluation which shall be mutually agreed upon by the City Commission and the City Manager. The process at a minimum shall include the opportunity for both

parties to: (1) prepare a written evaluation, (2) meet, discuss and finalize each evaluation, and (3) present a written summary of all evaluation results.

11. PROFESSIONAL ASSOCIATIONS AND DEVELOPMENT.

- A. The City agrees to budget and pay for ordinary professional dues and subscriptions of the City Manager which are necessary for his participation in national, regional, state and local associations, and organizations necessary and desirable for his continued professional participation, growth and advancement.
- B. The City agrees to budget and pay for travel and lodging expenses of the City Manager, pursuant to City policy as may be amended from time to time, while on authorized City business or while attending functions as the representative of or on behalf of the City.
- C. The City agrees to budget and pay for travel, lodging and registration expenses of the City Manager, pursuant to City policy as may be amended from time to time, for short courses, institutes, and seminars that are necessary for his professional development and for the benefit of the City.

12. INDEMNIFICATION. The City shall defend, hold harmless and indemnify the City Manager against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising from any act, either alleged or real, or omission to act which may occur within the scope of the City Manager's employment and performance as City Manager, to the extent allowed by law. The City may compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith. This covenant shall not apply to awards of punitive damages, except where said awards are based on acts arising out of the good faith performance of City Manager's duties.

13. BONDING. The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

14. NO REDUCTION OF BENEFITS. The City shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of the City Manager, except to the degree of such an across-the-board reduction applies to all other employees of the City. At no time shall the City Manager's retirement plan, deferred compensation benefits, or accrued annual, sick or compensatory leave time be reduced.

15. SEVERABILITY. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

16. COMPLETE AGREEMENT IN WRITTEN DOCUMENT. This written Agreement embodies the whole Agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the City or the City Manager other than contained herein. This Agreement shall inure to the benefit of the estate of the City Manager.

17. MODIFICATION AND AMENDMENT. Except as otherwise provided herein, this Agreement may not be modified or waived unless in writing and duly executed by both Parties to this Agreement, and any amendments hereto or waiver of material

requirements herein shall be binding against the City only if expressly approved by the City Commission with the same formality as the adoption of this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature. Casselberry, through its City Commission, authorized the City to execute this Agreement on the ____day of _____ 2024.

CITY OF CASSELBERRY:

By:

David Henson, Mayor

Date: _____

ATTEST:

By: _____
Donna G. Gardner, CMC, City Clerk

Date: _____

CITY MANAGER

By:

James R. Newlon

Date: _____



CITY MANAGER M E M O R A N D U M

10.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: First Reading of Ordinance 24-1596 - Amending the Future Land Use Map Designation for Parcel ID 33-21-30-300-007B-0000 (1550 S.R. 436)

Introduction: Approval of Ordinance 24-1596, amending the City's Future Land Use Map (FLUM) designation for one parcel (Parcel ID 33-21-30-300-007B-0000) located at 1550 S.R. 436 from Seminole County Commercial to City of Casselberry Major Thoroughfare Mixed-Use is requested. (FLU 24-02)

Background: The subject property is ± 0.82 acres and is located at 1550 S.R. 436. As part of a previously executed pre-annexation agreement, the subject property was recently annexed into the City, and the applicant, Minesh Patel, representing Willow Partnership LLC, intends to obtain a consistent FLUM designation and zoning district from the City as required. No changes to the property are proposed.

At an advertised public hearing on February 14, 2024, the Planning and Zoning Commission, the City's Local Planning Agency (LPA), recommended approval of this item to the City Commission by a 6-0 vote.

Discussion: Staff finds that the request to amend the City's Future Land Use Map designation from Seminole County Commercial to City of Casselberry Major Thoroughfare Mixed-Use for the subject property is:

- Consistent with the City's Comprehensive Plan and Major Thoroughfare Mixed-Use FLUM designation;
- Compatible with the surrounding mix of land uses and zoning districts; and
- That City water and sanitary sewer services are available to the subject property.

Budget Impact: There is no impact on the City Budget.

Recommendation: The City Manager and Community Development Director recommend approval of Ordinance 24-1596 on first reading.

Prepared by: Christopher Schmidt, Community Development Director

Attachments:

1. Ordinance 24-1596

ORDINANCE 24-1596

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, TO AMEND THE CITY OF CASSELBERRY COMPREHENSIVE PLAN BY PROVIDING FOR A CHANGE OF THE FUTURE LAND USE DESIGNATION FROM SEMINOLE COUNTY COMMERCIAL TO CITY OF CASSELBERRY MAJOR THOROUGHFARE MIXED-USE FOR ONE PARCEL, TOTALING APPROXIMATELY 0.82 ACRES, LOCATED AT 1550 S.R. 436, AS DESCRIBED IN SECTION I OF THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the subject property described in attached “Attachment A” (“Property”) was recently annexed into the City of Casselberry (City) corporate boundaries by Ordinance 23-1589; and

WHEREAS, the Property has a Seminole County Future Land Use Map (FLUM) designation of Commercial; and

WHEREAS, the Property needs a City FLUM designation; and

WHEREAS, to allow for appropriate future development, the Property should be developed consistent with the land uses of neighboring parcels; and

WHEREAS, the Property is less than 50 acres, requiring a small-scale amendment to the *Comprehensive Plan*; and

WHEREAS, Section 163.3187 of the *Florida Statutes* establishes a process for the adoption of small-scale comprehensive plan amendments, including amendments to the Future Land Use Map (FLUM); and

WHEREAS, the Planning and Zoning Commission/Local Planning Agency has held a public hearing with due public notice to consider this FLUM amendment; and

WHEREAS, a public hearing considering amendment of the City of Casselberry FLUM designation for the property hereinafter described, has been duly held by the City Commission of the City of Casselberry, Florida, and at such hearing, interested parties and citizens were heard; and

WHEREAS, after said public hearing, the City Commission of the City of Casselberry, Florida, considered the Comprehensive Plan amendment and determined that the Future Land Use designation of the Property, consisting of approximately 0.82 acres, shall be established as Major Thoroughfare Mixed-Use, as defined in Future Land Use Element Objective FLU 1, as amended and supplemented, of the Comprehensive Plan of the City of Casselberry, Florida; and

WHEREAS, such amendment is permitted, subject to the provisions of Chapter 163 of the *Florida Statutes*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. Chapter 66, Section 66-29 of the Code of Ordinances of the City of Casselberry, Florida, as amended and supplemented, adopting the Comprehensive Plan of the City of Casselberry, Florida, regulating and restricting the use of lands within the City of Casselberry, Florida, is hereby amended to designate the Property described in “Attachment A”, consisting of approximately 0.82 acres, from Seminole County Commercial to City of Casselberry Major Thoroughfare Mixed-Use as shown in “Attachment B”.

SECTION II. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION III. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION IV. EFFECTIVE DATE. This Ordinance shall become effective thirty-one (31) days after adoption. If challenged within thirty (30) days after adoption, this Ordinance shall not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining the adopted small-scale development amendment contained in this Ordinance is in compliance.

FIRST READING this ____ day of _____, A.D. 2024.

SECOND READING AND ADOPTION this ____ day of _____, A.D. 2024.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson
Mayor/Commissioner

Attachment A – Legal Description of Parcel 33-21-30-300-007B-0000

Property Address: 1550 S.R. 436

Parcel Property Identification Number: 33-21-30-300-007B-0000

Legal Description:

SEC 33 TWP 21S RGE 30E

BEG 764.48 FT W + 630 FT S

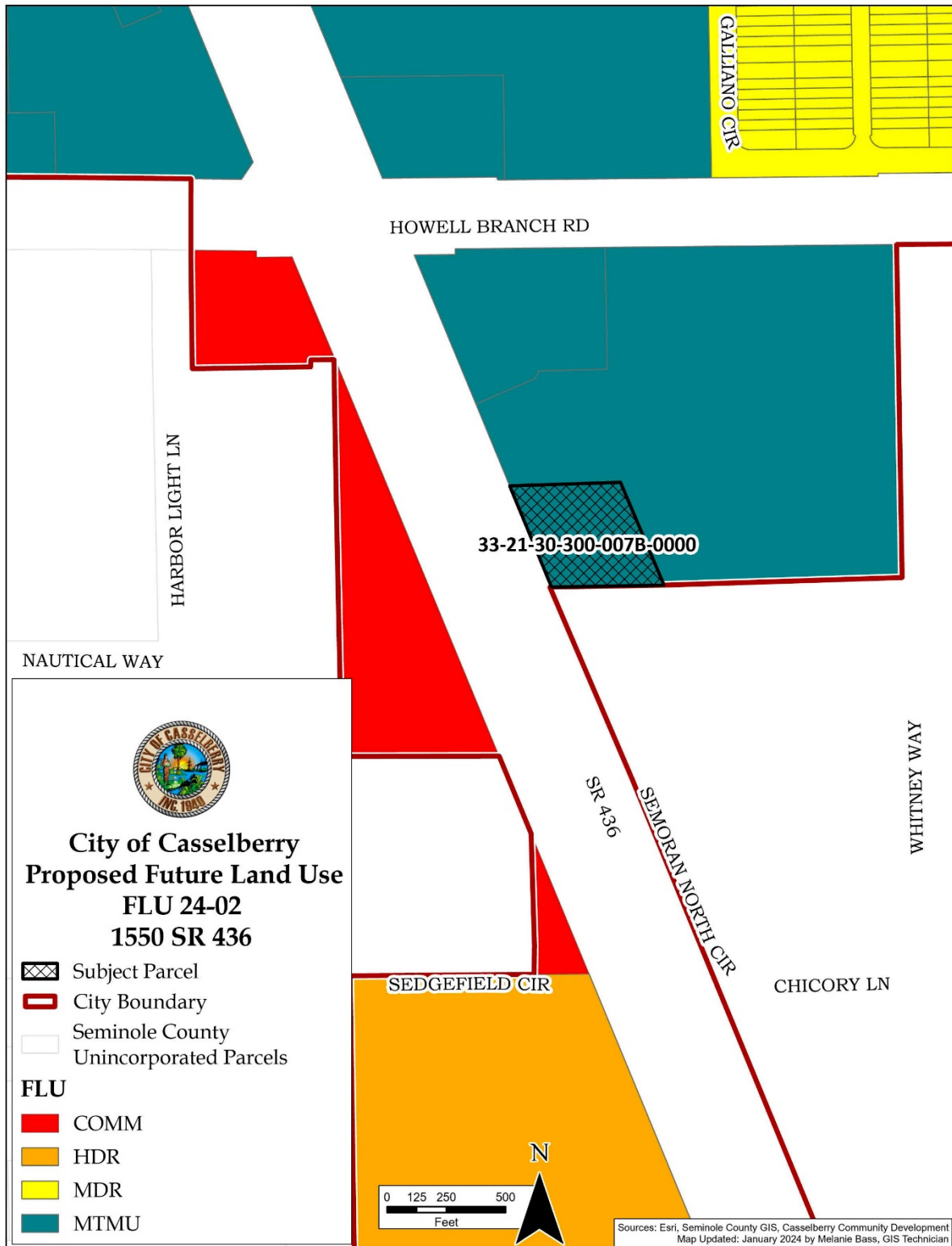
OF NE COR RUN W 190 FT N

23 DEG 53 MIN 24 SEC W 190

FT E 190 FT S 23 DEG 53

MIN 24 SEC E 190 FT TO BEG

Attachment B – Proposed Future Land Use Map





CITY MANAGER M E M O R A N D U M

10.B.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: First Reading of Ordinance 24-1597 - Amending the Official Zoning Map Designation for Property Located on David Drive (Parcel ID 26-20-30-5AR-0D00-055B)

Introduction: Approval of Ordinance 24-1597 on first reading amending the official zoning designation for one (1) parcel located on David Drive (Parcel ID 26-20-30-5AR-0D00-055B) from Seminole County A-1 (Agricultural) to City of Casselberry RMF-13 (Medium Density Multifamily) is requested. (ZMA 24-02)

Background: The subject property is ± 4.85 acres and is generally located east of 1085 Belle Avenue along an unimproved right-of-way (David Drive). The subject property was recently annexed into the City. The applicant, David Auerbach of David Drive LLC, intends to develop the subject property with townhomes. To proceed with site development, a consistent Future Land Use Map (FLUM) designation and zoning district must first be established. A related amendment to the City's Future Land Use Map (FLUM) is currently being processed.

The proposed Ordinance will amend the subject property's zoning classification from Seminole County A-1 (Agricultural) to City of Casselberry RMF-13 (Medium Density Multifamily). At an advertised public hearing on February 14, 2024, the Planning and Zoning Commission, the City's Local Planning Agency (LPA), recommended approval of this item to the City Commission by a 6-0 vote.

Discussion: Staff finds that the request to amend the Official Zoning Map Designation from Seminole County A-1 (Agricultural) to City of Casselberry RMF-13 (Medium Density Multifamily) for the subject property is:

- Consistent with the City's Comprehensive Plan and the Medium Density Residential FLUM designation;
- Compatible and consistent with the adjacent land uses and zoning districts; and
- That City water and sanitary sewer services are available to the subject property; hydraulic modeling was recently completed and confirmed capacity; and
- That Seminole County Public Schools provided a School Impact Analysis School Capacity Determination indicating any generated students could be accommodated based on the maximum density of the Medium Density Residential FLUM designation.

Budget Impact: There is no impact on the City Budget.

Recommendation: The City Manager and Community Development Director recommend approval of Ordinance 24-1597 on first reading.

Prepared by: Christopher Schmidt, Community Development Director

Attachments:

1. Ordinance 24-1597

ORDINANCE 24-1597

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, TO AMEND THE CITY OF CASSELBERRY ZONING MAP AS ESTABLISHED IN CHAPTER II, ARTICLE IV, SECTION 2-4.3, UNIFIED LAND DEVELOPMENT REGULATIONS OF THE CITY OF CASSELBERRY, FLORIDA, AS AMENDED AND SUPPLEMENTED; AMENDING THE ZONING CLASSIFICATION FROM SEMINOLE COUNTY A-1 (AGRICULTURAL) TO CITY OF CASSELBERRY RMF-13 (MEDIUM DENSITY MULTIFAMILY) FOR APPROXIMATELY 4.85 ACRES, GENERALLY LOCATED TO THE EAST OF AN UNIMPROVED RIGHT-OF-WAY IDENTIFIED AS DAVID DRIVE AND DESCRIBED WITH PARCEL IDENTIFICATION NUMBER 26-20-30-5AR-0D00-055B, AS DESCRIBED IN SECTION I OF THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the subject property described in attached “Attachment A” (“Property”) was recently annexed into the City of Casselberry (City) corporate boundaries; and

WHEREAS, the Property is designated Medium Density Residential on the City’s Future Land Use Map (FLUM) of the Comprehensive Plan; and

WHEREAS, the Property needs a City zoning district classification; and

WHEREAS, the Planning and Zoning Commission/Local Planning Agency has held a public hearing with due public notice to consider this Official Zoning Map amendment; and

WHEREAS, the RMF-13 (Medium Density Multifamily) zoning district is consistent with the City’s Medium Density Residential future land use designation; and

WHEREAS, a public hearing considering the inclusion of the Property within the RMF-13 (Medium Density Multifamily) zoning district has been duly held in the City of Casselberry, Florida, and, at such hearing, interested parties and citizens were heard; and

WHEREAS, after said public hearing, the City Commission of the City of Casselberry, Florida, determined that the requested zoning change is consistent with the City’s Comprehensive Plan FLUM and is in compliance with all applicable procedures of the Unified Land Development Regulations of the City of Casselberry, Florida; and

WHEREAS, based on the foregoing, the City Commission of the City of Casselberry has determined the zoning classification of said property shall be RMF-13 (Medium Density Multifamily), as that district is defined in Articles IV and V of Chapter II, as amended and supplemented, of the Unified Land Development Regulations, Code of Ordinances of the City of Casselberry, Florida.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. That the Official Zoning Map established in Chapter II, Article IV, Section 2-4.3. of the Unified Land Development Regulations of the Code of Ordinances of the City of Casselberry, Florida, as amended and supplemented, be, and the same is, hereby amended to

designate the Property described in “Attachment A”, consisting of approximately 4.85 acres, from Seminole County A-1 (Agricultural) to City of Casselberry RMF-13 (Medium Density Multifamily), as shown in “Attachment B”.

SECTION II. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION III. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION IV. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

FIRST READING this ____ day of _____, A.D. 2024.

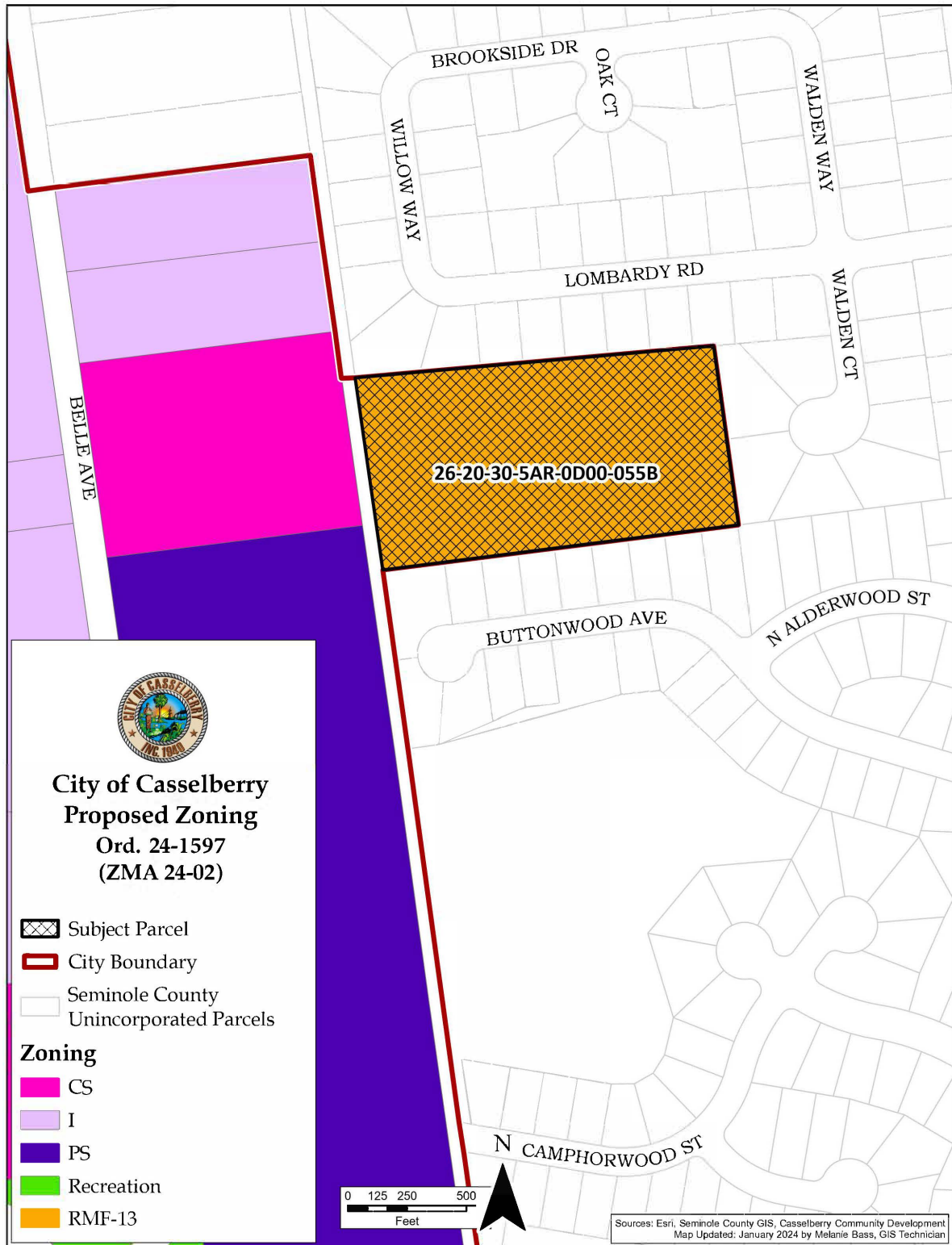
SECOND READING AND ADOPTION this ____ day of _____, A.D. 2024.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson
Mayor/Commissioner

Attachment A – Proposed Official Zoning Map





CITY MANAGER M E M O R A N D U M

11.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Second Reading of Ordinance 24-1591 - Providing for the Voluntary Annexation of One (1) Property Located at 2075 Howell Branch Road (Parcel ID 28-21-30-300-0280-0000)

Introduction: Adoption of Ordinance 24-1591 on second and final reading for the voluntary annexation of one (1) property located at 2075 Howell Branch Road (Parcel ID 28-21-30-300-0280-0000) is requested. (ANX 24-02)

Background: The applicant, Carlos Gregory, with Winter Springs Moree, LLC, represents the property, which currently consists of one building used as office space. Sized approximately 1.79 acres, the parcel is in unincorporated Seminole County with a Future Land Use Map (FLUM) designation of Office (OFF) and OP (Office) zoning. The applicant has submitted an annexation application for the property, proposing consistent land entitlements of the Commercial (C) FLUM designation and CG (Commercial General) zoning.

Discussion: When preparing to extend territorial limits, staff referenced State law for procedures for voluntary annexation, which are outlined in Chapter 171.044 of the *Florida Statutes*. Therefore, as a Statement of Certification, staff finds that:

1. The subject property, located in Seminole County, is contiguous to the City of Casselberry municipal boundary;
2. The subject property is well-defined and is a reasonably compact area;
3. The subject property is not included within the boundary of any other municipality; and
4. The proposed annexation does not create an enclave as defined by Chapter 171.031(13) of the *Florida Statutes*.

Additionally, staff is pursuing the following required notifications:

- Seminole County was notified of the City's intent via email on January 22, 2024 and via certified mail on January 24, 2024, at least ten (10) days prior to advertising the scheduled second reading of the proposed ordinance.
- The City Commission approved Ordinance 24-1591 on first reading at the January 22, 2024 City Commission meeting.
- Notices of Public Hearing were published in the *Orlando Sentinel* for two consecutive weeks on February 8, 2024 and February 15, 2024.

- If Ordinance i24-1591 is adopted, the City Clerk will notify the Seminole County Clerk of the Circuit Court, the Chief Administrative Officer of the County, and the Department of State within seven (7) days of the adoption.

According to Chapter II, Article IV, Section 2-4.2, of the City's Unified Land Development Regulations (ULDR), any changes or amendments to the City's Official Zoning Map shall be consistent with the City's Comprehensive Plan's FLUM. The applicants intend to apply to the City for the following land entitlements that are consistent with ULDR Section 2-4.2 and the City's Comprehensive Plan to support their plans for a future office/commercial development.

- Proposed Future Land Use Map Designation – Commercial (C)
- Proposed Zoning District – CG (Commercial General)

After City land entitlements are established, the applicant intends to develop the property with a multi-tenant office/commercial building. The property currently receives City water, sewer, and police services; Seminole County provides fire services.

Budget Impact: There is no impact on the City Budget.

Recommendation: The City Manager and Community Development Director recommend adoption of Ordinance 24-1591 on second and final reading.

Prepared by: Christopher Schmidt, Community Development Director

Attachments:

1. Ordinance 24-1591
2. Business Impact Statement

ORDINANCE 24-1591

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING TO AND INCLUDING WITHIN THE CORPORATE LIMITS OF THE CITY OF CASSELBERRY, FLORIDA, CERTAIN LANDS GENERALLY LOCATED AT 2075 HOWELL BRANCH ROAD; REDEFINING THE CORPORATE LIMITS OF THE CITY OF CASSELBERRY, FLORIDA; PROVIDING FOR THE INTERIM PROVISION OF LAND DEVELOPMENT REGULATIONS; PROVIDING THAT EFFECTIVE IN ACCORDANCE WITH LAW, THE PROPERTY TO BE ANNEXED SHALL BE ASSESSED FOR PAYMENT OF MUNICIPAL AD VALOREM TAXES; DIRECTING THE CITY CLERK TO FILE COPIES OF THE ORDINANCE WITH THE SEMINOLE COUNTY CLERK OF THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF SEMINOLE COUNTY, AND THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the owner of certain lands more particularly described in Schedule A, attached hereto and incorporated herein, hereinafter referred to as the “Property”, has requested that the same be annexed and incorporated into the corporate limits of the City of Casselberry, Florida, hereinafter referred to as the “City”; and

WHEREAS, the City Commission hereby finds that the Property is reasonably compact and contiguous to the corporate areas of the City, and has determined that the annexation of the Property will not result in the creation of any enclaves or pockets and otherwise fully complies with the requirements of State law; and

WHEREAS, the City is in a position to effectively and efficiently provide municipal services to the Property and the City Commission has deemed it in the best interest of the City to annex the Property; and

WHEREAS, pursuant to, and in compliance with, the law, notice has been given by publication once a week for two (2) consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of a public hearing to be held at the City of Casselberry City Hall; and

WHEREAS, the provisions of this Ordinance and the actions taken herein are consistent with the City’s Comprehensive Plan and State law; and

WHEREAS, a public hearing was held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

Section 1. The Property described in Schedule A (Parcel Identification Number: 28-21-30-300-0280-0000) and as shown on the map in Schedule B, both attached hereto and incorporated herein, are hereby annexed to and included within the corporate limits of the City of Casselberry, Florida.

Section 2. The corporate limits of the City are hereby revised to include the Property as described in Section 1 hereof.

Section 3. The City Commission of the City of Casselberry, Florida, does hereby find that the Property described in Section 1 is contiguous to the corporate limits of the City, that the Property meets the criteria established by Chapter 171, Florida Statutes that the Property could be annexed, and hereby consents to the annexation.

Section 4. Upon annexation, the Property shall retain the zoning and land use classification established by the Seminole County Zoning Ordinance and Comprehensive Land Use Plan until otherwise changed or amended by appropriate ordinance of the City.

Section 5. All real property lying within the boundaries of the corporate limits of the City, as hereby revised, shall be assessed for payment of municipal ad valorem taxes pursuant to law.

Section 6. Within seven (7) days of the adoption of this Ordinance, the City Clerk is hereby directed to file a copy of said Ordinance with the Seminole County Clerk of the Circuit Court, the Chief Administrative Officer of Seminole County (County Manager), the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise deemed desirable.

Section 7. Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 8. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

Section 9. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

FIRST READING this ____ day of _____, A.D. 2024.

SECOND READING AND ADOPTION this ____ day of _____, A.D. 2024.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor/Commissioner

SCHEDULE A
Legal Description of Property
(Ordinance 24-1591)

Property Address: 2075 Howell Branch Road

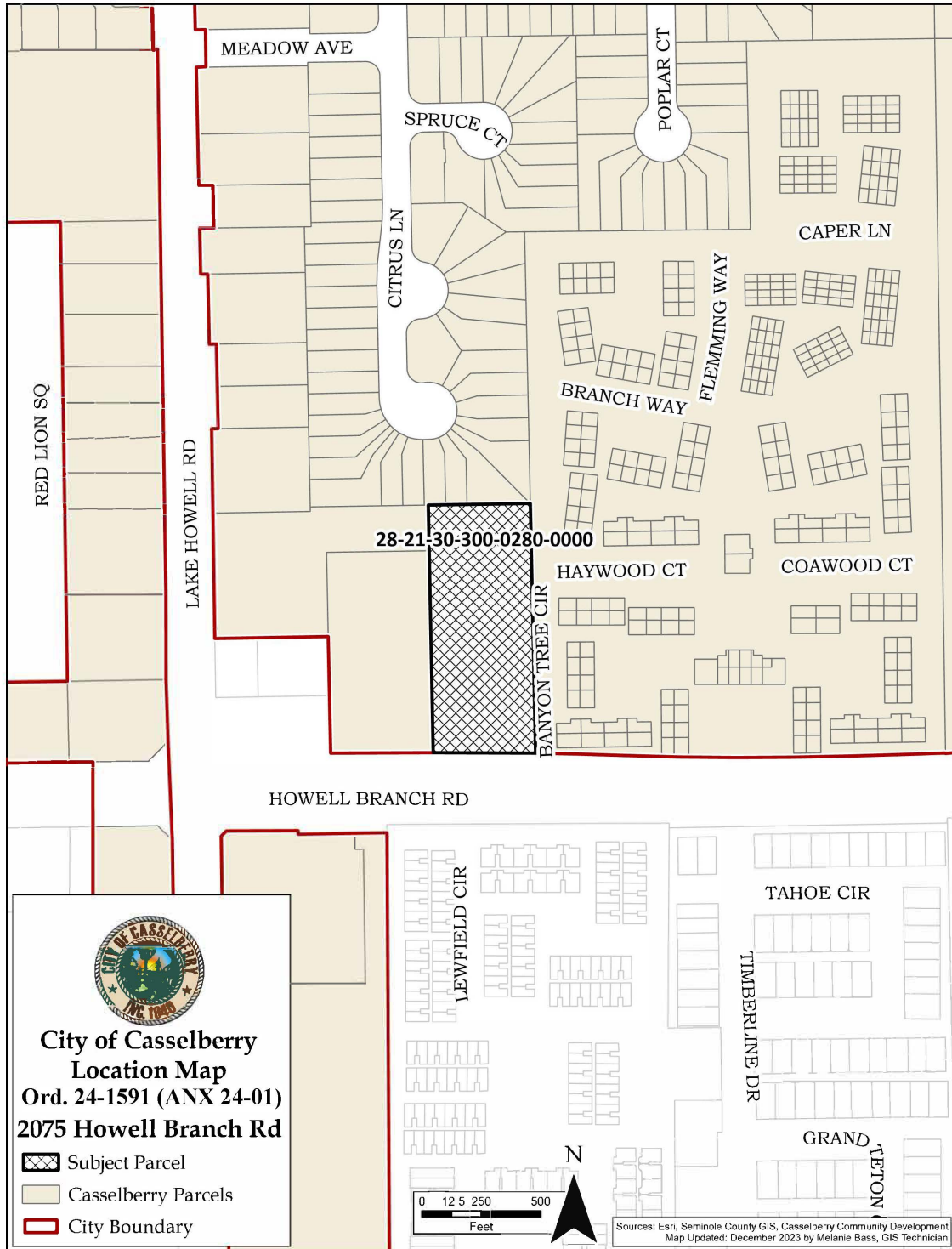
Parcel Property Identification Number: 28-21-30-300-0280-0000

SEC 28 TWP 21S RGE 30E

S 519.18 FT OF E 179 FT OF W 594 FT

OF SE 1/4 OF SW 1/4 (LESS RD)

SCHEDULE B
Map of Area Proposed for Annexation
(Ordinance 24-1591)





City of Casselberry BUSINESS IMPACT STATEMENT

Meeting Date: FEBRUARY 26, 2024

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

Ordinance 24-1591

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING TO AND INCLUDING WITHIN THE CORPORATE LIMITS OF THE CITY OF CASSELBERRY, FLORIDA, CERTAIN LANDS GENERALLY LOCATED AT 2075 HOWELL BRANCH ROAD; REDEFINING THE CORPORATE LIMITS OF THE CITY OF CASSELBERRY, FLORIDA; PROVIDING FOR THE INTERIM PROVISION OF LAND DEVELOPMENT REGULATIONS; PROVIDING THAT EFFECTIVE IN ACCORDANCE WITH LAW, THE PROPERTY TO BE ANNEXED SHALL BE ASSESSED FOR PAYMENT OF MUNICIPAL AD VALOREM TAXES; DIRECTING THE CITY CLERK TO FILE COPIES OF THE ORDINANCE WITH THE SEMINOLE COUNTY CLERK OF THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF SEMINOLE COUNTY, AND THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses¹:

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



CITY MANAGER M E M O R A N D U M

11.B.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Second Reading of Ordinance 24-1592 - Amending the Existing Slovak Garden Planned Unit Development (PUD) for 3110 Howell Branch Road and 3128 Orava Lane and Approving the Associated PUD Agreement and Concept Plan

Introduction: Adoption of Ordinance 24-1592 on second and final reading, amending the Slovak Garden Planned Unit Development (PUD) Agreement and Concept Plan established via Ordinance 21-1551 to provide for the second phase of development located at 3110 Howell Branch Road and 3128 Orava Lane is requested. (ZB 21-04)

Background: The subject property is ± 7.35 acres and is located on the southwest corner of Howell Branch Road and Jergo Road and is not within any overlay districts. The subject property has a Medium Density Residential (MDR) Future Land Use Map (FLUM) designation. The City Commission approved an amendment to the City's Official Zoning Map in 2021, rezoning the subject property to PRD (Planned Residential Development) via Ordinance 21-1551 to establish the Slovak Garden Planned Unit Development (PUD) and outline standards for the first phase of development, now known as Grayson Square Townhomes.

The existing zoning district, PRD, is classified as a PUD zoning district and must adhere to the requirements outlined in Unified Land Development Regulations (ULDR) Article XX, Planned Unit Development. Further, modifications to existing PUD Agreements require approval of a revised PUD Agreement and associated Concept Plan as part of a rezoning process. The first phase of development (Grayson Square) for the Slovak Garden PUD is well under construction. Now that the property owner wishes to commence the second phase of development, an amendment to the existing PUD Agreement is needed to proceed.

The second phase of development includes an age-restricted duplex community with the existing multifamily dwelling units and church to remain. The applicant submitted a revised Concept Plan for the proposed development of the subject property, which was reviewed and approved by the Development Review Committee (DRC) on November 16, 2023. Then, at an advertised public hearing on December 13, 2023, the Planning and Zoning Commission, the City's Local Planning Agency (LPA), recommended approval of this item to the City Commission by a 6-0 vote. On January 22, 2024 the City Commission approved Ordinance 24-1592 on first reading. A notice for the public hearing for the second reading of Ordinance 24-1592 was advertised in the *Orlando Sentinel* on February 15, 2024.

Discussion: Staff finds that the request to amend the Slovak Garden PUD Agreement and Concept Plan to provide for the development of an age-restricted multifamily community is:

- Consistent with the City's Comprehensive Plan and the Medium Density Residential Future Land Use designation;
- Compatible and consistent with the adjacent land uses and zoning districts; and
- That connections for City water and sanitary sewer services are available to the subject property.

Budget Impact: There is no impact on the City Budget.

Recommendation: The City Manager and Community Development Director recommend adoption of Ordinance 24-1592 on second and final reading and approval of the associated PUD (Planned Unit Development) Agreement and Concept Plan.

Prepared by: Christopher Schmidt, Community Development Director

Attachments:

1. Ordinance 24-1592 and PUD Agreement with Concept Plan
2. Business Impact Statement
3. PowerPoint Presentation

ORDINANCE 24-1592

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING THE PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT AND CONCEPT PLAN FOR THE SECOND PHASE OF DEVELOPMENT OF THE SLOVAK GARDEN PUD ESTABLISHED VIA ORDINANCE NO. 21-1551; PROVIDING SPECIFIC ZONING STANDARDS FOR TWO PARCELS APPROXIMATELY 7.35 ACRES LOCATED AT 3110 HOWELL BRANCH ROAD AND 3128 ORAVA LANE, AS DESCRIBED IN SECTION I OF THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the subject property described in the attached “Attachment B” (Property) was annexed into the corporate boundaries of the City of Casselberry (City) in 2020 by Ordinance 20-1535; and

WHEREAS, the Property consists of Parcel 34-21-30-300-0100-0000 and Parcel 34-21-30-300-010B-0000, which are adjacent and share a common ownership; and

WHEREAS, the Property is designated Medium Density Residential on the City’s *Future Land Use Map* (FLUM) of the *Comprehensive Plan*; and

WHEREAS, the City Commission approved an amendment to the City’s *Official Zoning Map* in 2021, rezoning the Property to PRD (Planned Residential Development) via Ordinance 21-1551 to establish the Slovak Garden Planned Unit Development (PUD) and outline standards for the first phase of development;

WHEREAS, the PRD (Planned Residential District) zoning district is consistent with the City’s Medium Density Residential FLUM designation; and

WHEREAS, the Owner desires to substantially modify the existing PUD agreement to provide for the second phase of development to include an age-restricted duplex community with the existing multifamily dwelling units and church to remain;

WHEREAS, modifications to existing PUD agreements require approval of a revised PUD agreement and associated concept plan, attached hereto as “Attachment B, per Article XX of Chapter IV, as amended and supplemented, of the *Unified Land Development Regulations, Code of Ordinances of the City of Casselberry, Florida*; and

WHEREAS, the Planning and Zoning Commission/Local Planning Agency has held a public hearing with due public notice to consider the proposed modifications of the PUD agreement and concept plan; and

WHEREAS, a public hearing considering the proposed modifications of the PUD agreement and concept plan has been duly held in the City, and, at such hearing, interested parties and citizens were heard; and

WHEREAS, after said public hearing, the City Commission of the City of Casselberry, Florida, determined that the requested amendment is consistent with the City's *Comprehensive Plan* FLUM and is in compliance with all applicable procedures of the *Unified Land Development Regulations, Code of Ordinances of the City of Casselberry, Florida*; and

WHEREAS, based on the foregoing, the City Commission of the City of Casselberry has determined the zoning classification of said property shall be PRD, as that district is defined in Articles IV and V of Chapter II, as amended and supplemented, of the *Unified Land Development Regulations, Code of Ordinances of the City of Casselberry, Florida*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. That the *Official Zoning Map* established in Chapter II, Article IV, Section 2-4.3. of the *Unified Land Development Regulations of the Code of Ordinances of the City of Casselberry, Florida*, as amended and supplemented, be, and the same is, designates the Property described in "Attachment B," consisting of approximately 7.35 acres, PRD (Planned Residential District), as shown in "Attachment A."

SECTION II. That the Slovak Garden PUD established in Ordinance No. 21-1551 and recorded in O.R. Book 9911, Page 380, *et. seq.*, of the Public Records of Seminole County, Florida, is hereby amended as identified in the Amended and Restated PUD agreement as attached as "Attachment B" and made a part of this ordinance.

SECTION III. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION VI. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION V. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

FIRST READING this ____ day of _____, A.D. 2024.

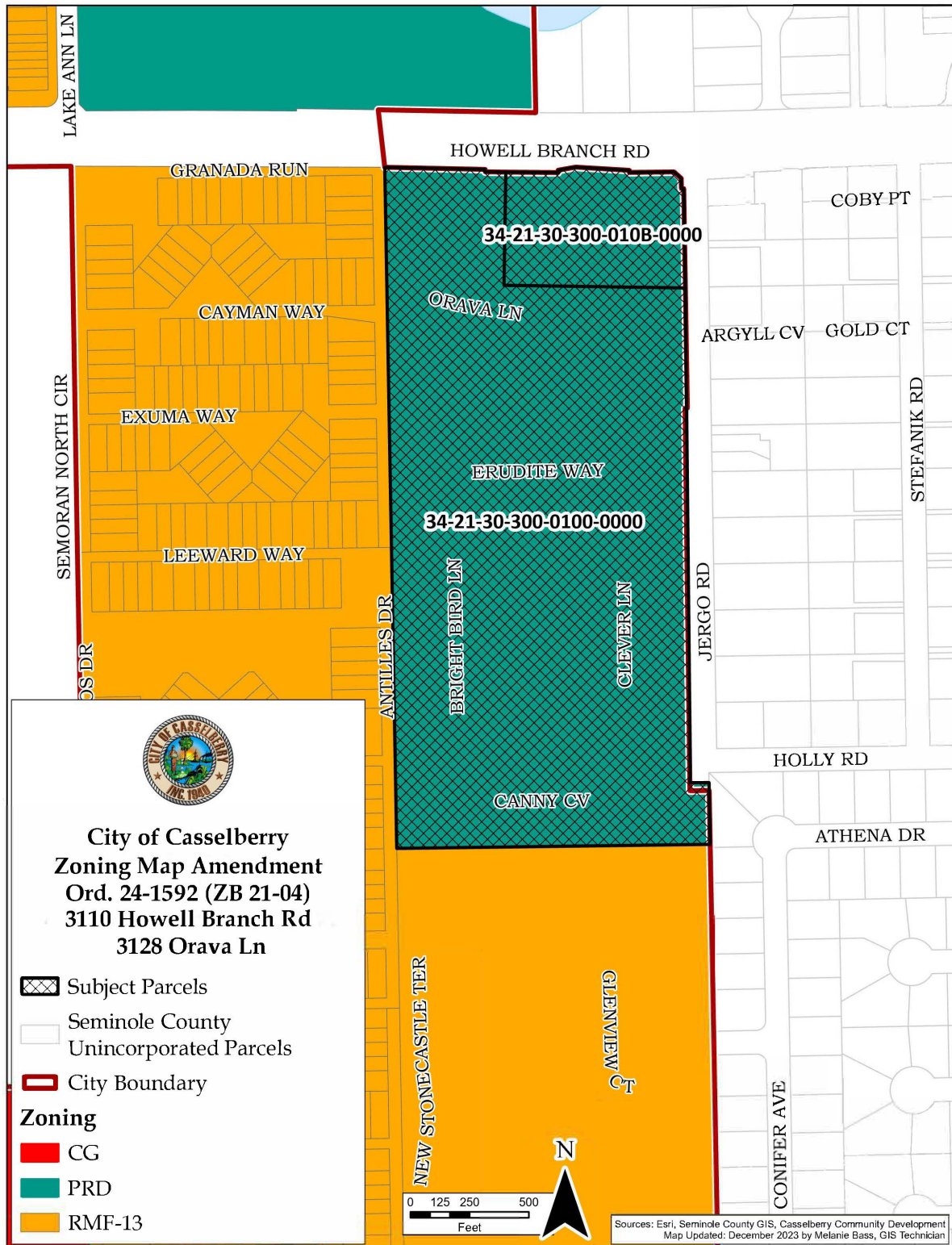
SECOND READING AND ADOPTION this ____ day of _____, A.D. 2024.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson
Mayor/Commissioner

Attachment A – Proposed Official Zoning Map



THIS INSTRUMENT PREPARED BY

Catherine Reischmann, Esq.
City Attorney
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Return to:
City Clerk
City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707

Attachment “B” to Ordinance 24-1592

**AMENDED AND RESTATED
PLANNED UNIT DEVELOPMENT AGREEMENT**

for the project known as Slovak Garden Planned Unit Development (PUD) located at 3110 Howell Branch Road and 3128 Orava Lane, more fully described in Exhibit “A” (hereinafter referred to as the “Subject Property”).

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2024, by and between the CITY OF CASSELBERRY, a Florida municipal corporation, with a mailing address of 95 Triplet Lake Drive, Casselberry, Florida 32707, (hereinafter referred to as the “City”), and THE SLOVAK GARDEN, A HOME FOR AMERICAN SLOVAKS, INC., a Florida Not For Profit Corporation, with a mailing address of 3110 Howell Branch Road, Suite 100, Winter Park, Florida 32792, (hereinafter referred to as the “Owner”), and STORYBOOK HOLDINGS, LLC, a Florida Limited Liability Company, with a mailing address of 5931 Brick Court, Suite #168, Winter Park, Florida, 32792. (Owner and Developer are collectively hereinafter referred to as the “Developer.” StoryBook Holdings, LLC has a Letter of Authorization to act on Owner’s behalf). Development approvals and entitlements assigned through this Agreement are binding to the Subject Property and shall be transferred to all future property owners, in the event of land sale, conveyance, or transfer, when applicable.

WITNESSETH

WHEREAS, the Owner warrants that it holds legal title to the lands located in Seminole County, Florida, and within the corporate limits of the City of Casselberry, said lands being more particularly described in **Exhibit “A”**, legal description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner has clear title to the Subject Property and desires to continue with Phase II development on the remaining ± 7.35 acres, as seen in the concept plan, with the existing uses to remain; and

WHEREAS, the Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the development permitted or proposed under this Agreement is consistent with the City's *Comprehensive Plan*, concurrency management system, and all land development regulations and this Agreement does not replace, supersede, or grant variances to those regulations; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS, the Developer has sought the City's approval to develop the Subject Property, and the City adopted Ordinance 24-1592, through rezoning the Subject Property to a planned residential district (PRD), as defined under the City's *Unified Land Development Regulations*, on _____. The PUD zoning ordinance shall consist of this Agreement and its attachments, including an **Exhibit "B"**, Concept Plan, attached hereto and by this reference made a part hereof. The Concept Plan shall be subject to the covenants, restrictions, and easements offered by the Developer and those contained herein. Where more detailed criteria for City required submittals exceed the criteria required for a Concept Plan, the more detailed criteria shall apply; and

WHEREAS, this Agreement is not a statutory development agreement under Fla. Stat. 163.3220, et seq., and Article III of the City's *Unified Land Development Regulations*, but is authorized by the City's Home Rule Power, the City Charter, and other controlling laws, and the City's police powers, and is required for a planned unit development.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's *Unified Land Development Regulations* as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are: The Slovak Garden, A Home for American Slovaks, Inc. and their assigns.

3. **Title Opinion/Certification/Authority to Sign.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a

licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner and any and all liens, mortgages, and other encumbrances. The Developer represents and warrants that it has the power and authority to enter into and consummate the terms and conditions of this Agreement; that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained and followed; that this Agreement and the proposed performance of this Agreement is not an ultra vires act; and that, upon execution of this Agreement, this Agreement will be valid and binding upon the parties and their successors.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record must be subordinated to the terms of this Agreement, and the mortgage holder must join in this Agreement. It shall be the responsibility of the Developer to promptly obtain the said subordination and joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** This Agreement is binding and runs with the land in perpetuity unless amended. If development is not commenced (i.e., obtaining a building permit) in accordance with this Agreement and applicable law within 24 months from the Effective Date, this Agreement will be null and void and the City will not be precluded or estopped from redesignating or rezoning all or any portion of the Subject Property. The Developer may request an extension of this Agreement through a request to the City Commission after review and recommendation by the Planning and Zoning Commission.

6. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where the land uses listed below differs from a defined use in the City of Casselberry's Code of Ordinances, the use listed in this Agreement shall prevail.

- A. *Comprehensive Plan* Policies specific to this Subject Property:
Policy FLU 1.2, Policy FLU 1.15, Policy FLU 13.2
- B. Permitted principal uses allowable on Phase I of the Subject Property:
Multiple-family dwellings
- C. Permitted principal uses allowable on Phase II of the Subject Property:
Age-restricted multiple-family dwellings, age-restricted two-family dwellings (duplexes), and churches or other places of worship.
- D. Permitted accessory uses allowable on Phase I of the Subject Property:
Approved home occupations.
- E. Permitted accessory uses allowable on Phase II of the Subject Property:
Approved home occupations.

- F.** Conditional principal uses allowable on Phase I of the Subject Property:
None.
- G.** Conditional principal uses allowable on Phase II of the Subject Property:
None.
- H.** Prohibited principal and accessory uses:
All uses not expressly listed as permitted or conditional uses within this Agreement.
- I.** Proposed maximum density for the Medium Density Residential future land use map designation: 13 dwelling units/acre.
- J.** Proposed maximum impervious surface for the Medium Density Residential future land use map designation is 75%, and open space is 25%.
- K.** Minimum bufferyard requirements for Phase I per the City's *Unified Land Development Regulations*:
1. North: 10 ft. wide landscape strip with A type bufferyard landscaping according to Table 3-13.7(C1)
 2. South: 10 ft. wide landscape strip with perimeter landscaping according to Table 3-13.7(C5)
 3. East: 20 ft. wide landscape strip with right-of-way landscaping according to Table 3-13.7(C3)
 4. West: 10 ft. wide landscape strip with perimeter landscaping according to Table 3-13.7(C5)
- L.** Minimum bufferyard requirements for Phase II, Lot A (Residential), per the City's *Unified Land Development Regulations*:
1. North/Along Howell Branch Road: 20 ft. wide landscape strip with right-of-way landscaping according to Table 3-13.7(C3)
 2. North/Adjacent to Lot B: 10 ft. wide landscape strip with A-type bufferyard landscaping according to Table 3-13.7(C1)
 3. South: 10 ft. wide landscape strip with perimeter landscaping according to Table 3-13.7(C5)
 4. East: 20 ft. wide landscape strip with right-of-way landscaping according to Table 3-13.7(C3)
 5. West: 10 ft. wide landscape strip with perimeter landscaping according to Table 3-13.7(C3)
- M.** Minimum bufferyard requirements for Phase II, Lot B (Church), per the City's *Unified Land Development Regulations*:
1. North: 10 ft. right-of-way landscaping according to Table 3-13.7(C3), where feasible, as some of the area is restricted by existing pavement.
 2. South: 10 ft. wide landscape strip with A-type bufferyard landscaping according to Table 3-13.7(C1)
 3. East: 10 ft. wide landscape strip with perimeter landscaping according to Table 3-

13.7(C3), where feasible, as some of the area is restricted with the existing pavement.

4. West: 10 ft. wide landscape strip with perimeter landscaping according to Table 3-13.7(C3), where feasible, as much of the area is restricted with the existing pavement.

N. Minimum landscaping requirements per the City's *Unified Land Development Regulations*:

1. Off-street parking area: landscaped according to Table 3-13.7(C4)
2. Perimeter: landscaped according to Table 3-13.7(C5)
3. Non-vehicular open space: landscaped according to Table 3-13.7(C6)
4. Landscape strips along right-of-way: landscaped according to Table 3-13.7(C3)

A landscape plan shall be provided at the time of site plan submittal. Landscaping must adhere to Article XIII of the *Unified Land Development Regulations*.

O. Minimum lot size area (in acreage or square footage):

Phase I: Minimum lot size is 1,800 sq. ft. with an average lot size of at least 2,000 sq. ft. (Section 2-7.21 of the ULDR).

Phase II – Lot A (Residential): $\pm$ 6.13 acres

Phase II – Lot B (Church): $\pm$ 1.22 acres

P. Minimum lot width (in feet):

Phase I: 20 ft. - interior
24 ft. - corner

Phase II: N/A.

Q. Minimum yard setbacks:

Phase I:

1. PD perimeter:
 - 25 ft. to primary structure
 - 15 ft. to covered lanai
2. Front yard: 20 ft.
3. Side yard: 4 ft. to lot line, minimum 20 ft. separation between buildings
4. Rear yard:
 - 10 ft. to primary structure
 - 2 ft. to covered lanai

Phase II – Lot A (Residential):

1. Front/North: 25 ft. (except for existing buildings)
2. Side/East & West: 25 ft. to lot line, minimum 12 ft. separation between buildings

3. Rear/South: 20 ft.
4. Existing buildings on-site and shown on the Concept Plan are to remain in current locations. Attached or detached additions to existing structures that increase the floor area in excess of 500 sq. ft. will require site plan review. Additions may not encroach on the minimum required bufferyards and landscape areas established in Sections 6(L) and 6(M) of this Agreement, or exceed the *Comprehensive Plan* minimums for this FLUM designation.

Phase II – Lot B (Church):

5. Front/North: 25 ft.
6. Side/East & West: 25 ft.
7. Rear/South: 20 ft.
8. The existing building on-site and shown on the Concept Plan are to remain in its current location. Attached or detached additions to existing structures that increase the floor area in excess of 500 sq. ft. will require site plan review. Additions may not encroach on the minimum required bufferyards and landscape areas established in Sections 6(L) and 6(M) of this Agreement, or exceed the *Comprehensive Plan* minimums for this FLUM designation.

R. Minimum living area:

Phase I: 1,200 sq. ft.

Phase II – Lot A (Residential):

Existing Units – 475 sq. ft.

New 1 Bedrooms – 700 sq. ft.

New 2 Bedrooms – 1,000 sq. ft.

Phase II – Lot B (Church): N/A

S. Maximum building height (in feet or stories):

Phase I: 2 stories.

Phase II – Lot A (Residential): 1 story.

Phase II – Lot B (Church): 35 ft.

T. Minimum parking standards:

Phase I:

Minimum parking standards will be governed by Article XV, Offstreet Parking and Loading Requirements, of the City's Unified Land Development Regulations.

Phase II:

Minimum parking lot standards will be governed by Article XV, Offstreet Parking and Loading Requirements, of the City's Unified Land Development Regulations. However, Phase II is an age-restricted community, which is not an identified use in Article XV. As such, minimum parking ratios will reflect the findings of the study

conducted by Traffic Mobility Consultants, dated September 5, 2023, and provided to the City.

- U. Minimum lighting standards per the City's *Unified Land Development Regulations* shall be included on a separate illumination plan to be provided at the time of site plan submittal.
- V. Architectural controls and development on Phase I of the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be regulated in the Covenants and Restrictions and enforced by the homeowners association (HOA) as defined within this Agreement.
 - 1. Overlay districts: None.
 - 2. Commercial design standards: N/A
- W. Architectural controls and development on Phase II – Lot A (Residential) of the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be regulated in the Covenants and Restrictions and enforced by the homeowners association (HOA) as defined within this Agreement.
 - 1. Overlay districts: None.
 - 2. Commercial design standards: N/A
- X. Architectural controls and development on Phase II – Lot B (Church) of the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.
 - 1. Overlay districts: None.
 - 2. ULDR Article X – Appearance, Design, and Compatibility
- Y. Utility provision and dedication: The Developer shall connect to the City of Casselberry's central utility systems, where available, or to the South Seminole and North Orange County Wastewater Transmission Authority (SSNOCWTA), where applicable, at their sole cost. All utility fees shall be paid to the City of Casselberry and/or SSNOCWTA before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the respective service provider specifications and dedicated to the respective service provider upon final inspection, clearance, and acceptance by the service provider.
- Z. Stormwater and environmental: Stormwater and environmental: The stormwater system shall be owned and maintained by the Owner or their assigns and shall not be dedicated to or become the responsibility of the City of Casselberry; however the City or any other authority having jurisdiction will have the right to enter the Subject Property to maintain the stormwater system if it falls into disrepair, and to lien the

Subject Property for the costs of said maintenance. All environmental permitting, mitigation, and soil and erosion control for the Subject Property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the Owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices (BMP) and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

AA. Transportation, site access, and traffic devices:

1. Phase I – The Developer is responsible for all transportation improvements associated with Phase I development of the Subject Property and any off-site transportation requirements required as a result of the proposed development for site function, that maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development. Phase I development requires a 10 ft. wide right-of-way dedication to Seminole County along Jergo Road, depicted as D-1 on the concept plan. The City shall not be responsible for the maintenance of any roads associated with Phase I development.
2. Phase II – The Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements required as a result of the proposed development for site function. These improvements should prioritize the use of active modes of transportation such as walking, biking, and rolling to maintain or improve the level of service for the area roadways and pathways while promoting the health, safety, and welfare of the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City's *Comprehensive Plan* and current traffic counts.

7. Public Facilities/Land Dedication. None.

8. Development Permits/Fees. The Developer is responsible for obtaining permits and the payment of all permit fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees apply unless a cessation exists through a citywide moratorium, and no impact fee credits shall be awarded through this Agreement. Proportionate fair share site improvements shall not be a credit against impact fees.

9. Site Plan/Plat Approval. Exhibit "B", the Concept Plan, is the graphic representation of the PUD and this Agreement. The Concept Plan shall not replace, supersede, or absolve the Developer from approvals for any site plan, preliminary plat, or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Concept Plan, the more detailed criteria shall apply.

10. Indemnification. The Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the

City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused solely by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

11. **Conflicts.** In the event of a conflict between this Agreement and the City's *Unified Land Development Regulations*, the more restrictive regulations shall govern the development of the Subject Property.

12. **Obligations for Improvements.** Any surface improvement as described and required hereunder including, but not limited to signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement, shall be performed prior to the issuance of the Certificate of Occupancy on that portion of the Subject Property related to the surface improvement(s), or as is otherwise scheduled in this Agreement. Should the Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Developer. If the Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Developer, may, but shall not be required to, contact the surety and perform such obligations at the expense of the Developer, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Developer in an action at law for damages, as well as to record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Developer shall be deemed to have been given upon the mailing of notice as provided in paragraph 22 of this Agreement.

13. **Concurrency and Vested Rights.** Staff shall verify the levels of service are sufficient to accommodate the proposed development prior to the issuance of any development orders for the Property. The capacity certificate/approval verifies the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's *Comprehensive Plan*. The certificate of capacity/approval shall be effective for a term, as defined in the City's Code of Ordinances. Neither this Agreement nor the approved Concept Plan shall create or result in a vested right or rights to develop the Subject Property, as stated in Article IX of the City's *Unified Land Development Regulations*.

14. **Environmental and Tree Preservation.** The Developer is responsible for obtaining all site related permits and approvals prior to any development activity on the Subject Property in accordance with the ULDRs and state and federal law. This may involve mitigation

for habitat of threatened or endangered flora and fauna or for species identified for protection (i.e. tree preservation). This Agreement does not vest or exempt the Developer from any permitting and mitigation obligations needed to develop the Subject Property.

15. **Homeowners Association or Property Owners Association.** The charter and by-laws of any homeowners association (“HOA”) or property owners association (“POA”) for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Seminole County, Florida. Such recording shall take place before this Agreement is recorded and before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA or POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, stormwater and project signage. The Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Seminole County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If the Subject Property is not maintained following issuance of a Certificate of Occupancy, the City may utilize its Code Compliance services or take other action authorized by law or this Agreement.

16. **Default.** The Developer agrees to abide by the provisions of this Agreement, the City’s *Comprehensive Plan*, the City’s *Code of Ordinances* and ULDRs, and all other laws, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference. Further, all required improvements, including landscaping, shall be continuously maintained by the Developer in accordance with the City’s Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy or plan/plat approvals to the Subject Property, should the Developer fail to comply with the terms of this Agreement. Should the Developer fail to undertake and complete its obligations as described in this Agreement to the City’s specifications, then the City shall give the Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. Notice to the Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in Paragraph 22.

17. **Enforcement.** If the Developer fails to complete the obligations in this Agreement, then the City, without further notice to the Developer may, without prejudice to any other rights or remedies it may have, place liens and take other enforcement action on the Subject Property. All existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City’s said liens or assessments. The parties acknowledge that monetary damages for a breach of this Agreement would be inadequate to compensate the parties for the benefit of their bargain. Both parties may also seek specific performance of this Agreement and/or bring an action for damages in a court within Seminole County, Florida, if this Agreement is breached by either party. Violation of this Agreement shall be deemed a nuisance per se. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Developer shall be responsible for the payment of all of the City’s costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs,

expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law. Additionally, the City has the right to utilize stop work orders as appropriate for violations.

18. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Developer shall provide to the City such easements and other legal documentation in form mutually acceptable to the City Attorney and the Developer, as the City may deem reasonably necessary or appropriate, for the installation and maintenance of the utility and other services; including but not limited to, sanitary sewer, potable water, reclaimed water services, electric, cable, gas, fire protection and telecommunications.

19. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement annually to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established, or take other action authorized by law.

20. **No Damages.** Nothing in this Agreement will be deemed a prohibited exaction under Fla. Stat. 70.45, and the Developer agrees it has not suffered any damages, provided that the development is completed in its entirety and a Certificate of Completion is received by the Developer.

21. **Further Assurances.** Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

22. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Thomas F. Kravets, President
The Slovak Garden, A Home for American Slovaks, Inc.
3110 Howell Branch Road, Apt. #1
Winter Park, Florida 32792

ADDITIONAL DEVELOPER'S REPRESENTATIVES:

Jose Chaves, P.E.
StoryBook Holdings, LLC

5260 N Lake Burkett Lane
Winter Park, Florida 32792

CITY'S REPRESENTATIVES:

City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

With copy to:

Director
Community Development Department
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the obligation of the Owner to identify its lender(s) to all parties in a fashion as is required for notices herein.

23. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. Without waiving the Developer's potential rights, remedies and protections or the City's defenses pursuant to Chapter 70 of the Florida Statutes, as may be amended, this Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar land development regulations and requirements.

24. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

25. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

26. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

27. **Severability.** If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

28. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Seminole County, Florida.

29. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Seminole County, Florida, or the Middle District of Florida, Orlando Division, for federal actions.

30. **Time of the Essence/Timing of Execution.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement; specifically, Developer's duties outlined in Section 6. The Developer shall execute this Agreement at least ten (10) business days prior to City Commission's adoption of Ordinance 21-1551; and agrees to pay the cost of recording this document in the Public Records of Seminole County, Florida. Failure to execute this Agreement within ten (10) business days prior to the ordinance adoption may result in postponement or delay of adoption. Additionally, the City will not issue development orders or permits until execution, adoption, and recordation of this Agreement has occurred.

31. **Third Party Beneficiaries.** The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

32. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

33. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's *Comprehensive Plan* and does not in any way rescind or modify any provisions of the City's *Comprehensive Plan*. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment. The Concept Plan and this Agreement may be amended in the future consistent with the City's *Unified Land Development Regulations* and other applicable ordinances. Any individual person or entity seeking to develop a particular phase may apply for amendment of provisions applying to that phase without the consent of all the owners in the PUD. The City may amend this Agreement without the consent of all owners in the PUD if said amendment is in the public interest. Adjustments to the Concept Plan are anticipated to occur during the technical site plan review and project

development. Revisions which meet the intent and purpose of the City's *Comprehensive Plan* and ULDR shall be approved by the Administrative Official, if the substantial integrity of the original Concept Plan and the development standards contained herein are maintained. Any modification to the Concept Plan that increases the intensity, density or types of development uses, increases building heights, reduces the total open space, or decreases the size of any perimeter buffer within the Subject Property shall require approval of the City Commission following the recommendation of the Planning and Zoning Commission.

34. **Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

35. **No agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent, or of limited or general partners or of joint venturers, or of any other association between the parties.

36. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is executed by both parties.

IN WITNESS WHEREOF, the Owner, the Developer, and the City have executed this Agreement.

OWNER/DEVELOPER:

WITNESSES:

(print)

(print)

THE SLOVAK GARDEN, A HOME FOR
AMERICAN SLOVAKS, INC., a Florida Not
For Profit Corporation

By: _____

Print name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2024, by

_____, the _____ of THE SLOVAK
GARDEN, A HOME FOR AMERICAN SLOVAKS, INC., a Florida Not For Profit
Corporation, (check one) ☐ who is personally known to me or ☐ who produced
_____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

DEVELOPER:

WITNESSES:

(print)

(print)

STORYBOOK HOLDINGS, LLC, a Florida
Limited Liability Company

By: _____

Print name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2024, by
_____, the _____ of StoryBook Holdings LLC,
a Florida Limited Liability Company, (check one) ☐ who is personally known to me or ☐ who
produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

CITY OF CASSELBERRY:

By: _____
David Henson, Mayor

ATTEST:

By: _____
Donna G. Gardner, CMC, City Clerk

Date: _____

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by David Henson, the Mayor of the City of Casselberry, Florida, who is personally known to me.

Signature of Notary

(NOTARY SEAL)

Print or type name

Approved as to form and legality for use and
reliance by the City of Casselberry, Florida

Catherine D. Reischmann, Esq.
City Attorney

EXHIBIT "A"
[LEGAL DESCRIPTION FOR THE SUBJECT PROPERTY]

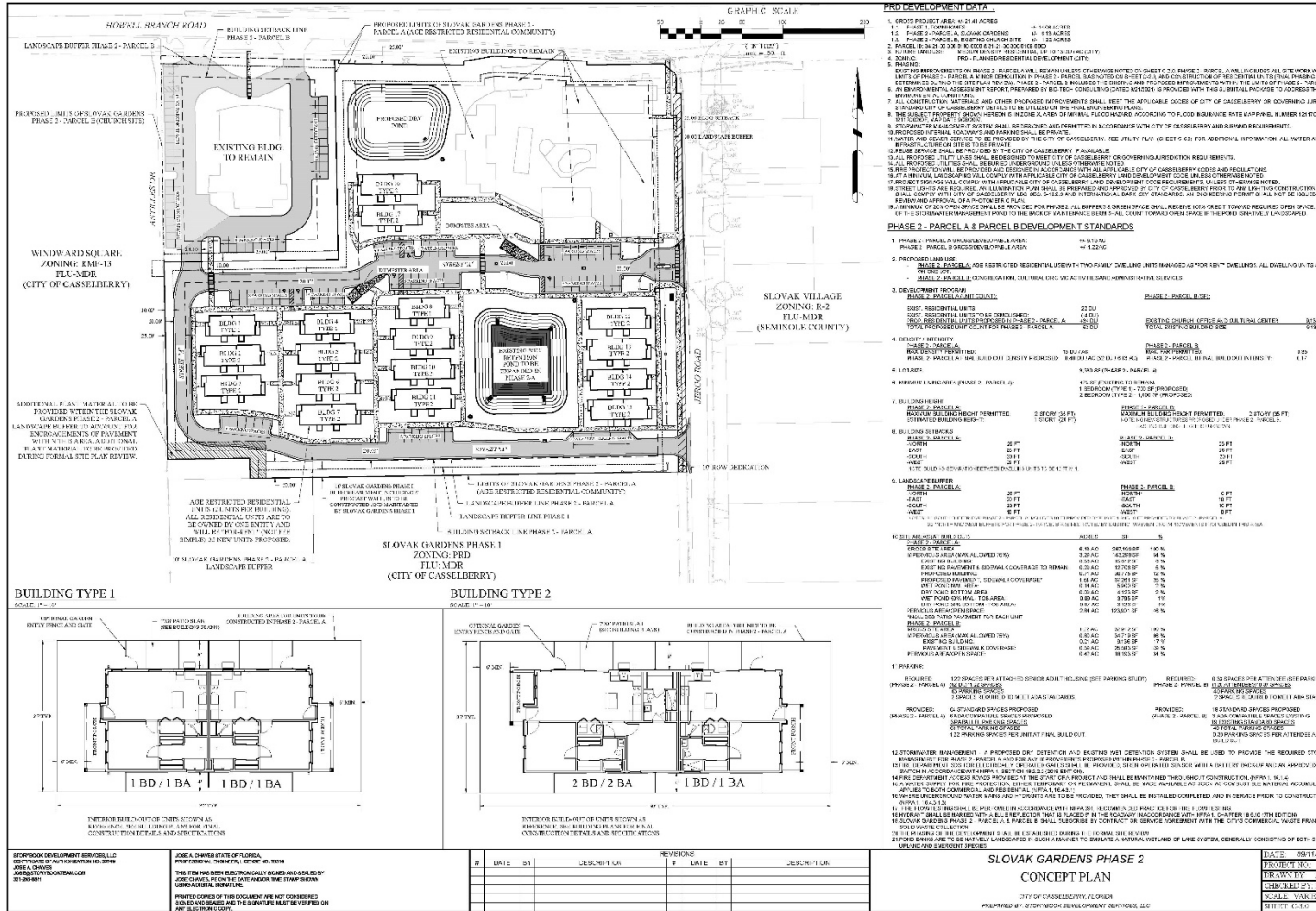
LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 30 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°08'29" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 873.40 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 01°00'35" EAST, 58.89 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HOWELL BRANCH ROAD, ACCORDING TO THE RIGHT-OF-WAY MAP FOR HOWELL BRANCH ROAD, COUNTY PROJECT #PS-053 AND THE POINT OF BEGINNING, SAID POINT LIES ON A NON-TANGENT CURVE CONCAVE NORTHERLY; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: THENCE EASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 11667.26 FEET, A CENTRAL ANGLE OF 00°01'25", AN ARC LENGTH OF 4.82 FEET, A CHORD LENGTH OF 4.82 FEET AND A CHORD BEARING OF SOUTH 88°56'54" EAST; THENCE RUN SOUTH 01°02'24" WEST, RADIAL TO SAID CURVE, A DISTANCE OF 5.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 11672.26 FEET, A CENTRAL ANGLE OF 00°45'18", AN ARC LENGTH OF 153.83 FEET, A CHORD LENGTH OF 153.83 FEET AND A CHORD BEARING OF SOUTH 89°20'16" EAST; THENCE RUN NORTH 00°17'05" EAST, RADIAL TO SAID CURVE, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 80°06'40" EAST, A DISTANCE OF 37.76 FEET; THENCE RUN SOUTH 86°34'36" EAST, 113.27 FEET; THENCE RUN SOUTH 00°27'11" EAST, A DISTANCE OF 4.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 11672.26 FEET, A CENTRAL ANGLE OF 00°27'46", AN ARC LENGTH OF 94.30 FEET, A CHORD LENGTH OF 94.30 FEET AND A CHORD BEARING OF NORTH 89°18'56" EAST; THENCE RUN SOUTH 47°51'57" EAST, NON-TANGENT TO SAID CURVE, 20.53 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF JERGO ROAD, ACCORDING TO SAID RIGHT-OF-WAY MAP FOR HOWELL BRANCH ROAD; THENCE RUN ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING COURSES: SOUTH 00°54'37" EAST, A DISTANCE OF 21.63 FEET; THENCE RUN NORTH 89°23'47" EAST, A DISTANCE OF 5.00 FEET TO SAID WEST RIGHT-OF-WAY LINE ACCORDING TO OFFICIAL RECORDS BOOK 430, PAGE 144 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 00°54'37" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 464.29 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN SOUTH 89°10'42" WEST, A DISTANCE OF 534.88 FEET; THENCE RUN NORTH 00°49'18" WEST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 89°10'42" WEST, A DISTANCE OF 100.09 FEET TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 01°00'35" WEST, ALONG SAID WEST LINE, ALSO BEING THE EAST LINE OF WINDWARD SQUARE SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGES 34 AND 35 OF SAID PUBLIC RECORDS, A DISTANCE OF 241.06 FEET THENCE DEPARTING SAID WEST AND EAST LINES, RUN NORTH 89°00'15" EAST, 212.73 FEET; THENCE RUN NORTH 01°00'35" WEST, 244.53 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 6.13 ACRES MORE OR LESS.

EXHIBIT "B"
[CONCEPT PLAN]





City of Casselberry BUSINESS IMPACT STATEMENT

Meeting Date: FEBRUARY 26, 2024

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

Ordinance 24-1592

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING THE PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT AND CONCEPT PLAN FOR THE SECOND PHASE OF DEVELOPMENT OF THE SLOVAK GARDEN PUD ESTABLISHED VIA ORDINANCE NO. 21-1551; PROVIDING SPECIFIC ZONING STANDARDS FOR TWO PARCELS APPROXIMATELY 7.35 ACRES LOCATED AT 3110 HOWELL BRANCH ROAD AND 3128 ORAVA LANE, AS DESCRIBED IN SECTION I OF THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses¹:

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

February 26, 2024 | City Commission

Second Reading of Ordinance 24-1592

An Ordinance Providing for the Amendment to the Slovak Garden Planned Unit Development (PUD) Agreement and Concept Plan established via Ordinance 21-1551 to provide for the second phase of development located at 3110 Howell Branch Road and 3128 Orava Lane

GENERAL INFORMATION

Parcel Size (combined)

±7.35 acres

Future Land Use Designation

Medium Density Residential (MDR)

Current Zoning Classification

PRD (Planned Residential Development)

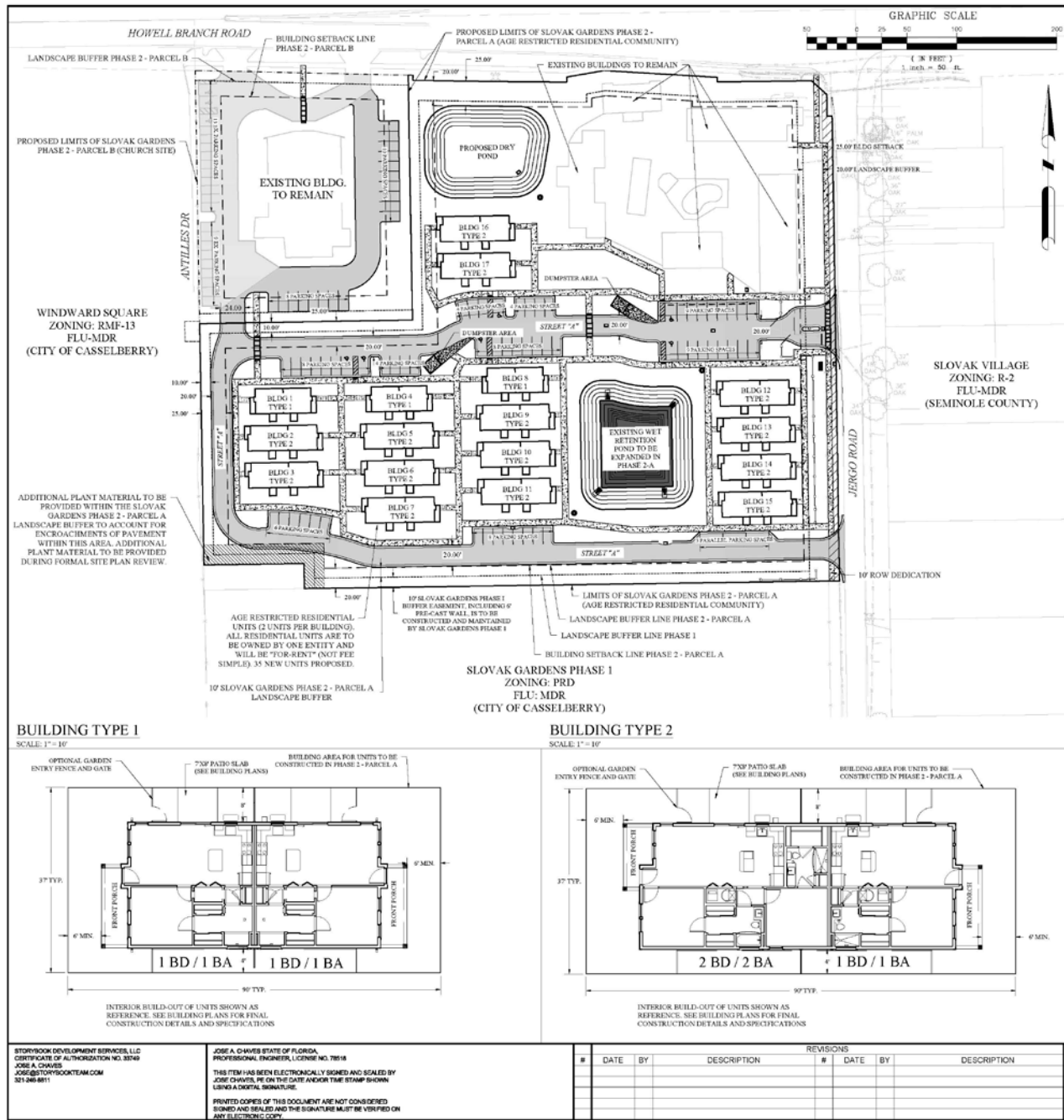
Overlay District

None



BACKGROUND

- 2020 – Properties were annexed into Casselberry (Ordinance 20-1535)
- 2021 – Properties are rezoned to PRD (Ordinance 21-1551) to establish the Slovak Garden PUD and outline standards for the first phase of development
- 2021 – Applicant submits concept plan to modify existing PUD agreement for the second phase of development
- 2023 – The City's DRC and P&Z approve the revised PUD Agreement and associated Concept Plan



PRO DEVELOPMENT DATA			
1. GROSS PROJECT AREA: 44.2141 ACRES			
1.1. PHASE 1 TOWNHOMES: 44.1406 ACRES			
1.2. PHASE 2 - PARCEL A SLOVAK GARDENS 44.1406 ACRES			
1.3. PHASE 2 - PARCEL B EXISTING CHURCH SITE 1.22 ACRES			
2. PARCEL ID: 34-21-30-300-0100-0000 & 34-21-30-300-0100-0000			
3. FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL UP TO 15 DU / AC (CITY)			
4. ZONING: PRD - PLANNED RESIDENTIAL DEVELOPMENT (CITY)			
5. PHASING:			
6. EXISTING IMPROVEMENTS ON PHASE 2 - PARCEL A WILL REMAIN UNLESS OTHERWISE NOTED ON SHEET C-2.0. PHASE 2 - PARCEL A WILL INCLUDE ALL SITE WORK WITHIN THE LIMITS OF PHASE 2 - PARCEL A. A MINOR DEMOLITION IN PHASE 2 - PARCEL B AS NOTED ON SHEET C-2.0 AND CONSTRUCTION OF RESIDENTIAL UNITS (FINAL PHASING) TO BE DETERMINED DURING THE SITE PLAN REVIEW. PHASE 2 - PARCEL B INCLUDES THE EXISTING AND PROPOSED IMPROVEMENTS WITHIN THE LIMITS OF PHASE 2 - PARCEL B.			
7. AN ENVIRONMENTAL ASSESSMENT REPORT, PREPARED BY BIG TECH CONSULTING (DATED 8/2/2022) IS PROVIDED WITH THIS SUBMITTAL PACKAGE TO ADDRESS THE PHASE 2 ENVIRONMENTAL CONDITIONS.			
8. ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF CITY OF CASSELLBERRY OR GOVERNING JURISDICTION STANDARD CITY OF CASSELLBERRY DETAILS TO BE UTILIZED ON THE FINAL ENGINEERING PLANS.			
9. THE SUBJECT PROPERTY (SLOVAK GARDENS) IS IN ZONE A, AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO FLOOD INSURANCE RATE MAP PANEL NUMBER 1217C0137P AND 1217C020P MAP DATE 8/20/2007.			
10. STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED AND PERMITTED IN ACCORDANCE WITH CITY OF CASSELLBERRY AND SWAMP REQUIREMENTS.			
11. PROPOSED INTERNAL ROADWAYS AND PARKING SHALL BE PRIVATE.			
12. WATER AND SEWER SERVICE TO BE PROVIDED BY THE CITY OF CASSELLBERRY. SEE UTILITY PLAN (SHEET C-6.0) FOR ADDITIONAL INFORMATION. ALL WATER AND SEWER INFRASTRUCTURE ON SITE IS TO BE PRIVATE.			
13. REUSE SERVICE SHALL BE PROVIDED BY THE CITY OF CASSELLBERRY, IF AVAILABLE.			
14. ALL PROPOSED UTILITY LINES SHALL BE DESIGNED TO MEET CITY OF CASSELLBERRY OR GOVERNING JURISDICTION REQUIREMENTS.			
15. ALL PROPOSED UTILITIES SHALL BE BURIED UNDERGROUND UNLESS OTHERWISE NOTED.			
16. FIRE PROTECTION SHALL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH ALL APPLICABLE CITY OF CASSELLBERRY CODES AND REGULATIONS.			
17. AT A MINIMUM, LANDSCAPING SHALL COMPLY WITH APPLICABLE CITY OF CASSELLBERRY LAND DEVELOPMENT CODE, UNLESS OTHERWISE NOTED.			
18. PROJECT SIGNAGE WILL COMPLY WITH APPLICABLE CITY OF CASSELLBERRY LAND DEVELOPMENT CODE REQUIREMENTS, UNLESS OTHERWISE NOTED.			
19. A MINIMUM OF 20% OPEN SPACE SHALL BE PROVIDED FOR PHASE 2. ALL BUFFERS & GREEN SPACE SHALL RECEIVE 100% CREDIT TOWARD REQUIRED OPEN SPACE UP TO 50% OF THE STORMWATER MANAGEMENT POND TO THE BACK OF MAINTENANCE REIM. SHALL SCOUR TOWARD OPEN SPACE IF THE POND IS NATURALLY LANDSCAPED.			
PHASE 2 - PARCEL A & PARCEL B DEVELOPMENT STANDARDS			
1. PHASE 2 - PARCEL A GROSS DEVELOPABLE AREA:		44.2141 AC	
2. PHASE 2 - PARCEL B GROSS DEVELOPABLE AREA:		6.13 AC	
3. PROPOSED LAND USE:			
4. DEVELOPMENT PROGRAM:			
5. EXIST. RESIDENTIAL UNITS:		22 DU	
6. EXIST. RESIDENTIAL UNITS TO BE DEMOLISHED:		(4 DU)	
7. TOTAL PROPOSED UNIT COUNT FOR PHASE 2 - PARCEL A:		52 DU	
8. DENSITY / INTENSITY:		PHASE 2 - PARCEL B (RPI)	
9. LOT SIZE:		3,330 SF (PHASE 2 - PARCEL A)	
10. MINIMUM LIVING AREA (PHASE 2 - PARCEL A):		475 SF (EXISTING TO REMAIN)	
11. BUILDING HEIGHT:		PHASE 2 - PARCEL B:	
12. BUILDING SETBACKS:		MAX. FLOOR PERMITTED: 0.36	
13. LANDSCAPE BUFFER:		PHASE 2 - PARCEL B FINAL BUILD OUT INTENSITY: 0.17	
14. SITE AREAS (AT BUILD OUT):		ACRES	
15. PARKING:		5.35 SPACES PER ATTENDEE (SEE PARKING STUDY)	
16. STORMWATER MANAGEMENT:		120.2 ATTENDEES / 63.0 SPACES	
17. FIRE FLOW TESTING SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 201, RECOMMENDED PRACTICE FOR FIRE FLOW TESTING.		42 PARKING SPACES	
18. IMPORTANT SHALL BE MARKED WITH A BLUE REFLECTOR THAT IS PLACED IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.10 (7TH EDITION).		2 SPACES REQUIRED TO MEET ADA STANDARDS.	
19. SLOVAK GARDENS PHASE 2 - PARCEL A & PARCEL B SHALL SUBSCRIBE BY CONTRACT OR SERVICE AGREEMENT WITH THE CITY'S COMMERCIAL WASTE FRANCHISE FOR SOLID WASTE COLLECTION.		18 STANDARD SPACES PROPOSED	
20. THE PHASING OF THE DEVELOPMENT SHALL BE ESTABLISHED DURING THE FORMAL SITE REVIEW.		(PHASE 2 - PARCEL B)	
21. FLOOD HAZARD AREAS TO BE NATURALLY LANDSCAPED IN SUCH A MANNER TO EMULATE A NATURAL WETLAND OF LAKE SYSTEM, GENERALLY CONSISTING OF BOTH SIGNIFICANT UPLAND AND EMERGENT SPECIES.		13 EXISTING STANDARD SPACES	
		40 TOTAL PARKING SPACES	
		2 SPACES REQUIRED TO MEET ADA STANDARDS.	
		18 STANDARD SPACES PER ATTENDEE AT FINAL BUILD OUT	
12. STORMWATER MANAGEMENT: A PROPOSED DRY DETENTION AND EXISTING WET DETENTION SYSTEM SHALL BE USED TO PROVIDE THE REQUIRED STORMWATER MANAGEMENT FOR PHASE 2 - PARCEL A AND FOR ANY IMPROVEMENTS PROPOSED WITHIN PHASE 2 - PARCEL B.			
13. FIRE DETECTION: SMOKE OR ELECTRICALLY OPERATED GATES SHALL BE PROVIDED, SMOKE DETECTOR SMOKE OR ELECTRICALLY OPERATED SMOKE DETECTOR S			

PUD AGREEMENT TERMS

Permitted principal uses allowable on **Phase II** of the Subject Property:

- Age-restricted multiple-family dwellings, age-restricted two-family dwellings (duplexes), and churches or other places of worship

Permitted accessory uses allowable on Phase II of the Subject Property:

- Approved home occupations

PUD AGREEMENT TERMS

Proposed Maximum Density:

- 13 dwelling units/acre

Maximum Intensity

- 1.0 FAR (Floor Area Ratio)

Maximum ISR (Impervious Surface Ratio)

- 80% impervious and 20% open space

RECOMMENDATION

With the City Manager and Community Development Director, staff recommends that the City Commission approve Ordinance 24-1592 (ZB 21-04) on second and final reading.



CITY MANAGER M E M O R A N D U M

14.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 26, 2024
Subject: Procurement Information Report for the Period January 1, 2024 through January 31, 2024

Introduction: A list of contracts, task orders, amendments, and/or emergency procurements issued, approved and signed by the City Manager or Procurement Manager, as applicable, from January 1, 2024 through January 31, 2024 is submitted for the record.

Background: Pursuant to Section 3.0(B)(8) of the Procurement Policy, the City Manager or designee shall provide monthly reports to the City Commission on various procurement activities either as an informational item on the agenda or via electronic communication. The report sets forth all awards for all Agreements, Contracts, Task Authorizations, and/or Amendments approved and executed by the City Manager, Procurement Manager, or designee. When applicable, pursuant to Section 5.5 of the Procurement Policy, the City Manager shall report to the City Commission emergency procurements exceeding his purchasing authority threshold at their next City Commission meeting.

Discussion: Pursuant to the City Purchasing Policy, please find a report outlining the various procurement activities for the month of January 2024.

Budget Impact: There is no impact to the City budget.

Recommendation: The City Manager recommends acceptance of the Procurement Information Report for the stated period.

Prepared by: Fernando Lopes, Procurement Specialist

Attachments:

1. January 2024 Procurement Information Report



City of Casselberry
Procurement and Contract Management Division
95 Triplet Lake Drive
Casselberry, Florida 32707
Phone: (407) 262-7700 Ext. 1142

Monthly Procurement Information Report

Coverage Period: January 2024

Commission Meeting Date: February 26, 2024

Department / Division / Office	Vendor / Contractor Name	Procurement / Contract Description	Contract Number	Type of Approval	Approved By	Approval Date	Amount
Public Works	U.S. Submergent	WRF Surge Tank #1 and Plant #1 Cleaning Services (Task Authorization No. 1 - Agreement approved by CC 11/27/23)	PBA-2024-1098	Term	James R. Newlon	1/3/2024	\$97,900.00
Recreation Department	Miguel Larsen	Lake Concord Music in the Park (Friday, January 12, 2024)	EX-2024-1143	One Time	James R. Newlon	1/3/2024	\$350.00
Administrative Services	George Gideon Auctioneers, Inc.	Online Auction Services (Amendment No. 1 - Extend Term Only)	PBA-2022-0914	Term	James R. Newlon	1/4/2024	\$0.00
Recreation Department	Nigel John	Art Center Performance (Friday, January 12, 2024)	EX-2024-1142	One Time	Fernando Lopes	1/8/2024	\$300.00
Public Works	Murphy Pipeline Contractors	PW 1808 Windward Square Water Main Replacement (Change Order No. 1 - Connection and Hydrant Changes)	ITB-2023-1076	Term	James R. Newlon	1/16/2024	\$15,445.74
Public Works	U.S. Water Services	PW 2007 Sausalito Force Main Replacement (Change Order No. 7 - Time Extension Only)	ITB-2022-0826	Term	James R. Newlon	1/22/2024	\$0.00
Recreation Department	Eric Darius	Lake Concord Music in the Park (Saturday, March 16, 2024)	EX-2024-1149	One Time	Fernando Lopes	1/16/2024	\$8,000.00
Recreation Department	Beth McKee Perez	Lake Concord Music in the Park (Friday, February 9, 2024)	EX-2024-1150	One Time	Fernando Lopes	1/22/2024	\$2,500.00
Police Department	Dewberry Architects Inc.	Design Services for Police Department Complex Amendment No.9 (Term extension for Construction Administration Services)	SOQ-2019-0481	One Time	James R. Newlon	1/29/2024	\$0.00
Community Development	East Central Florida Regional Planning Council	Planning Support Functions (Task Authorization No. 1 for Site Plan Review and Zoning Land Use)	EX-2024-1099	Term	James R. Newlon	1/31/2024	\$30,000.00
						APPROVALS TOTAL:	\$154,495.74
Police Department	Clancy & Theys Construction Company	Police Department Headquarters - OCO No. 45 (Schedule of Values reallocation, and closeout of ODP purchase orders)	SOQ-2021-0714	Term	James R. Newlon	1/16/2023	\$0.00
						APPROVALS TOTAL:	\$0.00
Recreation Department	Lori Wellen	Instructor - Yoga	EX-2024-1132	Term	Fernando Lopes	1/9/2024	\$0.00
Recreation Department	Reese Brown	Instructor - Science, Technology, Engineering, Arts and Mathematics (STEAM)	EX-2024-1154	Term	Fernando Lopes	1/23/2024	\$0.00

Submitted by: _____

Fernando Lopes, Procurement Manager

Date