



# city commission agenda

Regular Meeting

3:30 p.m.  
January 10, 2011  
Commission Chambers

commissioners				mayor	commissioners			
seat 1	Phil Anderson	seat 2	Beth Dillaha	Kenneth W. Bradley	seat 3	Carolyn Cooper	seat 4	Tom McMacken

## welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Tuesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's Web site at [www.cityofwinterpark.org](http://www.cityofwinterpark.org).

## meeting procedures

**Persons desiring to address the Commission MUST fill out and provide to the City Clerk a yellow "Request to Speak" form located by the door.** After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address, and direct all remarks to the Commission as a body and not to individual members of the Commission, staff or audience.

**Comments at the end of the meeting under New Business are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left to sum up.** Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

1	Meeting Called to Order	
2	Invocation Reverend Turner, Bethel Missionary Baptist Church Pledge of Allegiance	
3	Approval of Agenda	Projected Time
4	City Board Reports & Updates	Projected Time
5	Mayor's Report	Projected Time
	a. Proclamation-Dr. Martin Luther King, Jr. Day b. Employee of the Quarter – Rene Brogan c. Board appointments: - Civil Service Board--Gary Brewer, Paula Satcher, Rick Frazee d. State of the City address--January 11, 2011 e. Review of Town Hall meeting guidelines--January 13, 2011	10 minutes

<b>6</b>	<b>City Manager's Report</b>	<b>Projected Time</b>
a.	Scheduling work sessions for January/February	5 minutes
<b>7</b>	<b>City Attorney's Report</b>	<b>Projected Time</b>
<b>8</b>	<b>Non-Action Items</b>	<b>Projected Time</b>
a.	Winter Park Community Center Update by ZHA, Inc.	15 minutes
<b>9</b>	<b>Citizen Comments   5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)</b> (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	<b>Projected Time</b>
<b>10</b>	<b>Consent Agenda</b>	<b>Projected Time</b>
a.	Approve the minutes of 11/22/10 and 12/13/2010.	10 minutes
b.	Approve the following Neighborhood Council matching grant requests who meet the criteria for funding: Timberlane Shores \$4,000.00; Orwin Manor \$325.00; and Quail Hollow Homeowners Association \$3,300.00.	
c.	Accept the Ethics Board work plan.	
d.	Approve the following purchases and contracts:	
1.	Blanket PO to W.W. Grainger for tools; \$24,000	
2.	Owner direct purchase from Florida Business Interiors for the Community Center for carpet, tile and maple wood floor; \$35,270.25	
3.	Blanket PO to Technical Inspections, Inc. for Water/Wastewater Specialty Repair; \$50,000	
4.	PR 145942 to John Deere for the purchase of two (2) John Deere Commercial Front Mowers; \$43,010.66	
5.	PR 145981 to Commercial Energy Specialists, Inc. for the Community Center; \$105,096.19 and authorize the Mayor to execute Proposal 67424.	
6.	Deduct Change Order COR-005 to Community Center contract (RFQ-17-2009) with Turner Construction Company (\$1,893.00 against the contract price) and authorize the Mayor to execute the change order document.	
7.	Agreement of Temporary Extension to Heart Utilities of Jacksonville, Inc. for Underground Electrical Construction Services (IFB-1-2008) and authorize the Mayor to execute the Agreement	
8.	Piggybacking the State of Florida contract #445-001-11-1 with W.W. Grainger for Tools: Hand Held and Hand Held Power Tools, and authorize the Mayor to execute the Piggyback Contract	
9.	Piggybacking the U.S. Communities Government Purchasing Alliance contract #43272 with Graybar Electric Company for Electrical Products and authorize the Mayor to execute the Piggyback Contract (Estimated annual spend is \$60,000)	



10. Piggybacking the State of Florida contract #MA4974 with Verizon Wireless for Wireless Data Services for the Police Department and authorize the Mayor to execute the Piggyback Contract (Estimated annual spend is \$17,000)
11. Piggybacking the Martin County contract #AR2008-2178 with Technical Inspections, Inc. for Water/Wastewater Specialty Repair and authorize the Mayor to execute the Piggyback Contract
12. Piggybacking the State of Florida contract #760-000-10-1 for Construction, Industrial, Agricultural & Lawn Equipment and authorize the Mayor to execute the Piggyback Contracts as required for specific equipment purchases
13. Piggybacking the Clay County contract #08/09-3 with REP Services for the purchase of Various Equipment & Amenities for Parks & Playgrounds and authorize the Mayor to execute the Piggyback Contract
14. Piggybacking the Duval County Public Schools contract #ITB-006-10/LM with Orlando Steel Enterprises, Inc. for the purchase of Chain Link Fence Parts and authorize the Mayor to execute the Piggyback Contract

11 Action Items Requiring Discussion	Projected Time
a. Extension of Tennis Center Management Contract of the Winter Park Tennis Center with High Performance Sports Management, Inc. for an additional 12 month period	30 minutes
12 Public Hearings	Projected Time
a. <b>Ordinance</b> -Extend the deadline for the de-annexation of the parcels involved in the Ravaudage project (Dan Bellows) (2)	5 minutes
b. <b>Ordinance</b> -Vacate utility easement at 1211 College Point (1)	5 minutes
c. <b>Ordinance</b> -Relating to animal control and penalties; authorizing a fee for entry into the dog park at Fleet Peoples Park and providing for violations (1)	30 minutes
13 City Commission Reports	Projected Time
a. Commissioner Anderson b. Commissioner Dillaha 1. System for scheduling and booking City facilities for rentals c. Commissioner Cooper d. Commissioner McMacken e. Mayor Bradley	10 minutes each

## appeals & assistance

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"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105).

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) at least 48 hours in advance of the meeting."

Board Application	First Name	Last Name	Home Address	Home City	Home State	Home Zip
98	Gary	Brewer	1250 S. Denning Drive # 112	Winter Park	FL	32789
100	Richard	Fraze	1921 Englewood Rd.	Winter Park	FL	32789



# city commission agenda

## Town Meeting

7 p.m. – 8:30 p.m.

January 13, 2011

Rachel D. Murrah Civic Center

1050 W. Morse Blvd.

commissioners				mayor	commissioners			
seat 1	Phil Anderson	seat 2	Beth Dillaha	Kenneth W. Bradley	seat 3	Carolyn Cooper	seat 4	Tom McMacken

### 1 Brief Welcome by City Manager Randy Knight

### 2 Presentation of the "State of the City" video

### 3 Remarks by Mayor Kenneth W. Bradley

### 4 Open Q & A session

## meeting procedures

- Attendees will need to fill out a yellow "Request to Speak Form" and submit to city staff prior to speaking.
- Attendees will use the microphone in the center aisle to ask questions.
- Attendees are free to approach microphone in an orderly fashion at the completion of each question.
- Questions are to be directed to the City Commission as a whole and not to individual City Commissioners.
- The City Commission has the discretion to move on from topics that have already been covered by previous speakers.
- To be respectful of time, questions must be asked within a three-minute time limit.
- Personal, slanderous or impertinent remarks are not permitted.
- Attendees are to be respectful of each other and participants of the meeting.
- For those who prefer to submit their questions in writing, questions can also be submitted during the Town Meeting to city staff.
- For those unable to attend, questions/comments can be submitted to the city 24 hours prior to the meeting via e-mail [TownMeeting@cityofwinterpark.org](mailto:TownMeeting@cityofwinterpark.org).

## appeals & assistance

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# city commission city manager's report

item type Non-Action Item

meeting date January 10, 2011

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update	open   resolved
Police and Fire Union Negotiations	<p>The hearing with the special magistrate was held on December 14<sup>th</sup>. Briefs are due by mid-January and the magistrate's recommendations by the end of the month.</p> <p>The City and Fire Union participated in a special magistrate hearing on November 10<sup>th</sup>. The magistrate's decision was received in mid-December. Management has rejected two recommendations and is awaiting the Union's response. A hearing before the Commission will be held to resolve the remaining issues.</p>	Open
Pension Study	<p>A goal setting work session was held on November 15<sup>th</sup>. The Consultant has begun working on smoothing options for coming increases in funding requirements.</p> <p>Additionally, the consultant will work with the Commission to develop a pension policy and modify the plan design accordingly. The second effort will be timed in conjunction with potential state legislation related to pension reform.</p>	Open
Lee Road Median Update	<p>Plans have been finalized and are expected to be submitted to FDOT by January 10<sup>th</sup>.</p>	Open
Pro Shop Renovation	<p>This item was tabled in December and is being moved to a workshop for further discussion. Workshop date TBD. Staff is recommending rejecting all architectural bids, and offering an alternative lower cost solution to complete the project within budget.</p>	Open
Historic District	<p>The review of the revised Downtown Winter Park National Register of Historic Places nominations is scheduled for January 20, 2011.</p>	Open

Community Center	Construction is underway. Applicants are being screened for the Program Manager position.	Open
State Office Building Project	The deal was discussed in detail at a workshop on December 6 <sup>th</sup> . Currently staff is awaiting a new proposal from CEI which should incorporate concepts from the previous meeting.	Open
Park Ave Area Task Force	Marketing RFP is currently in final stages of negotiation with top ranked firm. Parking and wayfinding subcommittee completed their review of draft local street wayfinding plan and parking calculations.	Open
Fairbanks Improvement Project	The City has responded to the FDOT's 60% review comments. There were over 100 comments, mostly minor technicalities, and we are now waiting for their response.	Open
Transportation Plan	The revised Transportation Plan is complete. Workshop for presentation TBD.	Open
ReLeaf	An informational report was prepared for and sent to the Commission. 63 trees were planted in the northwest quadrant of the City and 72 in the southwest quadrant. Those trees are currently being evaluated for health and awaiting a positive inspection prior to additional trees being planted.	Open
Advisory Board Updates	January 24 <sup>th</sup> – Code Enforcement	Open

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.



# city commission agenda item

item type	Non-Action Item	meeting date	January 10, 2011
prepared by department division	Lena Petersen Dept. of Public Works Project Management	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

## Subject

Update by ZHA, Inc. on the status and progress of construction of the new Winter Park Community Center

## **REGULAR MEETING OF THE CITY COMMISSION**

### **November 22, 2010**

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

The invocation was given by Pastor Kathy Thacker, St. Andrew's United Methodist Church, followed by the Pledge of Allegiance.

#### Members present:

Mayor Kenneth Bradley  
Commissioner Phil Anderson  
Commissioner Beth Dillaha  
Commissioner Tom McMacken  
Commissioner Carolyn Cooper

#### Also present:

City Manager Randy Knight  
City Attorney Larry Brown  
Deputy City Clerk Michelle Bernstein  
City Clerk Cynthia Bonham

Mayor Bradley said he is often asked "what is a good way to start a meeting". He mentioned while at the new Kaboom Playground just built at Cady Way Park he saw a sign for Playground Rules that he is going to adopt. He asked the Commissioners to join him in having this be their mantra for future commissions. The rules are: 1. Have fun; 2. Play safely; 3. Watch out for each other; 4. Laugh a lot.

#### **Approval of the agenda**

Mayor Bradley said the applicant has requested to table 12H until the December 13, 2010 meeting. He asked if item 12G can be addressed first under public hearings. Commissioner Cooper requested to reverse the order of B&C under Action Items Requiring Discussion. She also requested to table Consent Agenda Item C and reschedule for December 13. There was not a consensus to table this item. Commissioner Dillaha requested to add discussion for RFP for the financial advisor; it was agreed to schedule it as Item E, Action Items. Commissioner Cooper requested to add Item F, Action Items to discuss the makeup of the RFP selection committee. **Motion made by Commissioner McMacken to approve the agenda as amended with the continuance of item 12H, moving item 12G and the addition of items 11E and 11F; second by Commissioner Dillaha and carried unanimously.**

#### **Economic Development Advisory Board Update**

CRA Director Dori DeBord provided an update on the Economic Development Advisory Board (EDAB) and introduced Mark Riecher, Chairman of EDAB. There was a Powerpoint presentation that included who the EDAB is, their mission, their initiatives and what makes their organization work. Mr. Riecher summarized their current undertakings and their future goals they wish to accomplish. Ms. DeBord and Mr. Riecher answered questions of the Commission.

#### **Mayor's Report**

##### **1. Proclamation – Winter Park Public Library 125<sup>th</sup> Anniversary**

Mayor Bradley introduced Doug Kerr, Library Board President as he presented the library with the 125th anniversary proclamation and proclaimed the month of December 2010 as 'Winter Park Public Library Month'. He said that Winter Park is one of the top rated libraries in our



state. He mentioned that on December 9 there will be a cake celebration at the library and encouraged all citizens to participate in celebrating this great event.

2. "Operation Gratitude" - Recognition of Andrew Weinstock

Mayor Bradley introduced Andrew Weinstock. He spoke about his work on "Operation Gratitude". Fire Chief White explained how Andrew came to the fire station with this great idea and asked them for assistance. Andrew explained that Operation Gratitude is a non-profit organization which sends care packages to the troops overseas and that he worked only on one part of the program by collecting candy to send overseas. Andrew said with the help of the City, the citizens and Chief White he exceeded his 2,000 pound goal and collected 4,341 pounds of candy. Mayor Bradley, Fire Chief White, city staff and citizens thanked Andrew for his outstanding contribution.

3. Parks Department accreditation

Parks and Recreation Director John Holland said this was a group effort in obtaining the Parks Accreditation. He thanked Joe Abel, Director of Leisure Services of Seminole County for his assistance. Mr. Abel explained the commitment made by the Parks and Recreation Department and by complying with a body of standards deemed essential to the quality of services delivered and the professionalism of its operational system and having accomplished best management practices, it was recommended by the members of the Commission for Accreditation of Parks and Recreation Agencies, that they receive accreditation effective October 26, 2010 and recognized as an accredited parks and recreation agency for a period of five years. He also explained that the City is now one of 90 agencies across the nation with this accreditation.

Mayor Bradley thanked everyone for their hard work and efforts for the huge success at the Winter Park Harvest Festival and for the numerous volunteers from all over the world that helped set up the new Kaboom playground at Cady Way Park last week.

Mayor Bradley mentioned that last week he attended the Florida League of Cities Advocacy meeting and one of the main issues they are addressing is related to pensions. He noted that he has a copy of their advocacy policy which might be useful to the Commission since they are addressing the same issue.

4. Commissioner appointment: Financial Advisor Selection Committee

Mayor Bradley said he would like to serve on the Financial Advisor Selection Committee. Commissioner Dillaha said she would also like to serve. **Motion made by Commissioner McMacken appoint Mayor Bradley and Commissioner Dillaha to the Financial Advisor Selection Committee; seconded by Mayor Bradley. The motion carried unanimously with a 5-0 vote.**

5. Commissioner appointment: Bond Counsel Selection Committee

Commissioner Dillaha nominated Commissioner Anderson. Mayor Bradley agreed. **Motion made by Commissioner McMacken to appoint Commissioner Anderson to the Bond Counsel Selection Committee; seconded by Mayor Bradley. The motion carried unanimously with a 5-0 vote.**

### **City Manager's Report**

City Manager Knight introduced CRA Director Dori DeBord who briefed the Commission on the deal points for the State Office Building. Ms. DeBord stated that they are currently working on finalizing the lease agreement and they have settled on the major issues, but there are still some issues that are being worked out. She addressed the work session scheduled for December 13, 2010. She said they are expecting to receive a proposal today from Concord Eastridge and that she will pass this information along to them once it comes in. She then answered questions of the Commission regarding the valuation study and what it is based on.

Commissioner Anderson commented that he thought they are off \$50,000-\$100,000 a year in the lease payment. Ms. DeBord said it would be helpful if there is a consensus to change the terms and to know what those terms would be prior to engaging in a lease agreement so they can present it to Concord Eastridge to incorporate into the lease. Both Commissioners Cooper and McMacken suggested having a work session to finalize the agreement and to discuss other concerns such as the cost and lack of corporate guarantee. Ms. DeBord clarified Mayor Bradley's concern regarding the potential sub-lease and how it is handled in the agreement and the escalation terms. He said there needs to be some fair escalation that continues to go up that and to include that item. There was a consensus for a December 6, 2010 work session from 5:00-7:00 p.m.

Mr. Knight mentioned that the town hall meeting is scheduled for January 13, 2011 at 7:00 p.m., but that he needs to know what type of format is to be taken. There was a consensus to include it on the December 13, 2010 meeting agenda for discussion.

Commissioner Cooper requested Mr. Knight to add the Home Acres annexation reserve area to his list of updates. Mr. Knight noted that they have it on the agenda for discussion at the next Commission meeting.

Commissioner Dillaha asked about the Pro Shop. Mr. Knight said the update is to come in December. After questioning, Mr. Knight noted that the strategic plan details will be coming very shortly and that he has been working with staff on the revisions. She asked to add to the December 6, 2010 work session an item regarding the five goal items from the City Manager Evaluation. There was a consensus for this.

### **City Attorney's Report**

Attorney Brown provided an update on his meeting with Orange County regarding the commuter rail agreement and said that it was a very positive meeting. He noted that Orange County has accepted virtually everything they proposed, but had some minor language issues that will be in the revised document that he will provide to the Commission. He said they have completely accepted the ability for the City to terminate if at any time during the term of the deal there is not a 100% dedicated funding source. They asked the City to consider that termination be by a super majority vote of the Commission but that Mr. Knight said absolutely not, but they seemed to compromise that before the City votes to terminate they are recommending holding a public hearing. He mentioned that they also want to tweak the issue relating to the local tax funds in which the City participates. He said they would like to consider using that as a dedicated funding source and that they are totally understanding that it would be acceptable so long as it is across the board, meaning all municipalities in Orange County would have to give up the

same percentage of that fund so that it would not be a discrimination against the City. He said the City did not lose any ground in terms of the dedicated funding source issue and the not to exceed issue.

Attorney Brown said they had a discussion regarding the issue of liability and insurance costs and that he is waiting to hear back from them. He explained that he agreed in concept that there should be a comparatively low not to exceed amount for ordinary years of operation, but they will propose a defined liability claim per year where if there is a significant accident then there would be a higher not to exceed amount because that would include the City's contribution. He said he will make the changes and then present it to the City Commission for voting and then the County commission will vote on it. He said he will be finalizing the language within the next couple of weeks but is trying for the December 13, 2010 meeting. Both Mr. Knight and Attorney Brown provided clarity to Commissioner Dillaha's concern about possibly having a combined cap versus a single cap.

### **Non-Action Items**

No items.

### **Consent Agenda**

- a. Approve the minutes of 11/8/2010.
- b. Approve the reduction in fines imposed by the Code Enforcement Board against the property located at 1254 Via Estrella. **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**
- c. Approve the proposed Application, Collection and Administrative Policy for off-leash area and entry fees for Fleet Peebles Park. **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**
- d. Accept \$150,000 donation from Winderweedle, Haines, Ward and Woodman, PA, for capital improvements at Mead Garden and authorize the Mayor and City Manager to sign associated documentation.
- e. Approve award and PR #145733 to Consolidated Pipe & Supply Company; \$69,600 (IFB-2-2011 Purchase of 6" HDPE DIPS Pipe)
- f. Approve the following purchases and contracts:
  1. Statement of Work No.1 to Master Program Agreement and Business Associate Agreement with Extend Health, Inc. and authorize the Mayor to execute both agreements
  2. Administrative Services Agreement ASA-705580 with Aetna and authorize the Mayor to execute the agreement; \$43.73 per employee per month for Aetna Choice POS II; \$46.43 per employee per month for Open Access Aetna Select
  3. Application for Stop Loss Insurance with Aetna (RFP-6-2007) and authorize the Mayor to execute the application; \$451,696.00
  4. Master Services Agreement for self-funded Prescription Drug Benefits Plan with Addendum I (Aetna Specialty Pharmacy) and Service and Fee Schedule (RFP-6-2007) and authorize the Mayor to execute the agreement
  5. Piggybacking the State of Florida contract # 618-000-01-1 with Office Depot for the purchase of Office Consumables and authorize the Mayor to execute the Piggyback Contract

6. Piggybacking the Lake County contract # 03-001 with Helena Chemical Company for the purchase of Agricultural Chemicals, authorize the Mayor to execute the Piggyback Contract and approve Blanket PO; \$50,000
7. Piggybacking the City of Maitland contract # 270-10-1C with A Budget Tree Service, Inc.; authorize the Mayor to execute the Piggyback Contract and approve Blanket PO; \$118,000. **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**

**Motion made by Commissioner McMacken to approve items 'a', 'd', 'e', 'f'1-6; seconded by Commissioner Anderson and carried unanimously with a 5-0 vote.**

Consent Agenda Item 'b' - Approve the reduction in fines imposed by the Code Enforcement Board against the property located at 1254 Via Estrella.

Commissioner Dillaha spoke about the violation and said she does not want to approve a full waiver of the fines. Mr. Knight noted that the property is now under foreclosure, the bank currently owns it and is now trying to sell the property, and the lien is problematic to them. Code Enforcement Director George Wiggins provided a background history on this property and the overall procedures that are involved with violations and penalties. He addressed Commissioner Anderson's concern regarding similar situations with foreclosed properties. Mr. Wiggins explained that they are currently working with the City Attorney to bring forth a proposal to the Commission with a method on how they are going to deal with these issues in the future so that every case does not have to come back to the Commission.

**Motion made by Commissioner McMacken to approve staff's recommendation (reducing fine to \$1,000 plus the administrative costs and costs of services rendered to correct the violation. The total assessment will be \$3,418.50); seconded by Commissioner Anderson. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

Consent Agenda Item 'c' – Approve the proposed Application, Collection and Administrative Policy for off-leash area and entry fees for Fleet Peeples Park.

**Motion made by Mayor Bradley to table this item until a review by the Parks and Recreation Commission has looked at the policy and brings them a recommendation.** Commissioner McMacken asked Parks and Recreation Director John Holland if they looked at this. Mr. Holland stated that it was on the agenda but was not listed as an action item. He said they were made familiar with the policy and chose not to take any action on it. Mayor Bradley stated that his motion would obligate them to take action. **Motion failed for lack of second.**

**Motion made by Commissioner Anderson for open discussion; seconded by Commissioner Cooper and approved unanimously.** Commissioner Dillaha shared her concerns with the cost of the daily ticketing machine and said that more considerations need to be made regarding the rules and regulations. She suggested that staff find another methodology for the daily pass scenario. Commissioner Cooper said she is concerned with large events being held in the park and suggested that staff come up with a way for citizens to be able to print their dog passes on-line to help save money so they do not have to purchase a costly machine. Commissioner McMacken said there is a standard set of rules for all parks and these items should be listed. Mr. Holland explained the application process, the daily pass



machine, the rules and regulations, and enforcement. Commissioner Anderson said they are using the same concept as the boat tag machine that currently works fairly well and then asked for clarity of the fees for additional dogs. Mr. Holland noted that it is \$75 for the first dog and \$50 for every dog thereafter in the same family.

**Motion made by Commissioner Dillaha to go with staff's recommendation for the annual pass including the daily ticketing machine and adding to the rules and regulations the following: first to change it to annual pass, not permit and would require that the fee schedule and the regulations are posted on the City website; add for regulations "Owners of dogs (not pets) without proper registration will be asked to leave the park and repeat offenders will be subject to a fine of 'x' amount of dollars; that dogs must be within voice range and under owner's control at all times; the owner/guardian must not and cannot leave the park without their dogs; that professional dog walkers, trainers and groomers shall not use the park to conduct their business; dogs shall not harm humans, other dogs or wildlife; that a maximum of 3 dogs per guardian or owner at one time unless accompanied by another adult; and that no smoking or alcohol is allowed in the park; seconded by Commissioner Cooper.**

**Motion amended by Commissioner Cooper to remove the prohibition on smoking and alcohol, assuming alcohol is covered elsewhere; seconded by Commissioner McMacken.**

**Motion amended by Mayor Bradley that there would be a non-binding resolution for the dog fees and that it be placed on their City wide election in March to determine whether or not dog fees are a good thing for Fleet Peeples Park. Motion failed for lack of a second.**

Commissioner Dillaha shared her concern regarding smoking in the park, specifically in the off leash dog area with cigarette butts being hazardous to the dog's health and the fire hazards with the park. Mr. Holland stated that over the past several years they have discussed making City parks non-smoking and there is a state statute currently in place that does not allow cities to do that. He also noted that they are currently working with the Winter Park Health Foundation in trying to encourage our parks to be non smoking, fresh air park facilities.

**Motion amended by Mayor Bradley that the Fleet Peeples Park be placed on the agenda at the next city wide election and move an amendment to this that whether or not Fleet Peeples Park be a dog park. Motion fails for lack of a second.**

Edward Englander, unknown address, said he does not want to be taxed twice and asked the Commissioners to rescind this ordinance before it goes into effect and leave well enough alone.

Sally Flynn, 1400 Highland Road, spoke about the dog fees and said she does not feel it is right to keep charging \$50 for each additional dog.

Lori Martin, 2271 Wairn Drive, requested that this item come before the voters rather than allowing only the Commissioners to make this decision since it affects all citizens.

Rick Frazee, 1921 Englewood Road, said the fees that they will be charged are extravagant and requested that they adjust the fees by making the park free or charge \$25 a year.

Wesley Ann Hunt, 171 West Rockwood Way, said she is in support of the idea of putting the vote to the people since it personally affects them. She also asked them to reconsider the fee schedule and to allow for a reduced fee for veterans, handicapped citizens and senior citizens in the community.

Peter Weldon, 700 Via Lombardy, said he would like to see as a citizen that the City fulfill their responsibilities and make this the best run dog park in Central Florida.

Michael Palumbo, 559 Oak Rescue Lane, said they should put this issue before the people of the City.

Sandy Womble, 940 Old England Avenue, said they should hold off on their decision and to allow everyone that is involved participate in the decision making process.

Nancy Shutts, 201 Brandywine Drive, said she hopes they approve this.

**Motion amended by Commissioner Anderson that the \$50 additional dog fee be applied to households and not per additional dog; seconded by Commissioner McMacken.**

Commissioner Anderson clarified his motion by stating that it would be \$75 for the first dog and \$50 per household for the additional dogs for a maximum of \$125. Attorney Brown clarified the reduction in user fees for residents and non-residents and noted that user fees need to bear a reasonable relationship to the cost of actually providing the service for which the user fee is charged. He also mentioned that they would be permitted to give some price reduction for the handicapped or veterans and they could do it on a per park basis. Commissioner McMacken asked Mr. Holland if they grant those types of differentials in fees for resident and non-resident at other facilities. Mr. Holland said yes.

**Upon a roll call vote on the first amendment (to remove the prohibition on smoking and alcohol, assuming alcohol is covered elsewhere), Mayor Bradley and Commissioner Dillaha voted no. Commissioners Anderson, Cooper and McMacken voted yes. The motion carried with a 3-2 vote.**

Commissioner Anderson restated his motion "to amend the \$50 fee should include all additional dogs in the household after the first \$75". **Upon a roll call vote on the second amendment Mayor Bradley voted no. Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.**

Commissioner Anderson stated that he wanted to be able to vote for this but the rules have become so restrictive that he would like to consider them a bit longer. **Motion amended by Commissioner Anderson to table, seconded by Mayor Bradley. Upon a roll call vote, Mayor Bradley and Commissioner Anderson voted yes. Commissioners Dillaha, Cooper and McMacken voted no. The motion failed with a 3-2 vote.**

**Upon a roll call vote on the main motion as amended; Mayor Bradley and Commissioner Anderson voted no. Commissioners Dillaha, Cooper and McMacken voted yes. The main motion as amended carried with a 3-2 vote.**

Item 'f-7' - Piggybacking the City of Maitland contract # 270-10-1C with A Budget Tree Service, Inc.; authorize the Mayor to execute the Piggyback Contract and approve Blanket PO; \$118,000

Commissioner Dillaha asked Mr. Knight for clarification on what arbor services contract is for and if it was different from the previous item in the last meeting that was presented by Forestry. Mr. Knight said it is different and explained that this is one is for an outsourced forestry crew to do production trimming. **Motion made by Commissioner McMacken to approve; seconded Commissioner Dillaha. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

A recess was taken from 6:19 p.m. to 6:43 p.m.

### **Public Comments**

Peter Weldon, 700 Via Lombardy, provided input and his perspective concerning the Denning Drive office property and the potential lease by speaking about the lease, the tenant's obligation, and the appraisal.

Michael Palumbo, 559 Oak Reserve Lane, said he is disabled and is going to be using a wheelchair and is requesting that Fleet Peoples Park meets the ADA accessible requirements. Mr. Knight said they are currently working with the City Attorney and the applicable departments to address this requirement for all parks and buildings.

Robert Laughlin, 255 Osceola Court, said he wanted to speak about an upcoming Historical Preservation Commission quasi judicial hearing. Attorney Brown stated that since it is a quasi judicial item that he should save his comments until the item is formally listed on the agenda so you protect his rights and the applicant's rights.

Stan Lieberman, 200 St. Andrews Boulevard #3701, asked to help make the intersection of Perth and Dundee safer by installing a stop sign on Perth approaching Dundee. Mayor Bradley referred the item to staff and asked Mr. Knight to bring forth a recommendation and to also inform Mr. Lieberman of the status. Mr. Knight acknowledged.

### **Action Items Requiring Discussion:**

- a. Potential Charter question to change citizen board appointment methodology

Mr. Knight asked the Commission for their recommendation. Commissioner Dillaha commented on the process and provided her rationale for bringing this item forward. She said the goal is to have staff and the City Commission collectively work on making board appointments based upon qualifications of the different applicants. She feels there are two issues to address with the charter; to remove the sole authority for nominations from the Mayor and have it done collectively by the Commission and to clearly articulate the role of the boards, committees and task forces which can be addressed at a later date. Mayor Bradley asked for clarity regarding the time frame of this item. Mr. Knight stated that they spoke with Orange County Supervisor of Elections Mr. Cowles and he said it would be sufficient to have it to them by January for the March election, which would allow the City to have two readings for approval. Assistant City Manager Michelle del Valle answered questions of the Commission regarding the Charter

Review Committee's process and the reason for bringing this item forward. Commissioner Cooper said she could support a charter question and out of all the options presented by staff she likes option two. Commissioner McMacken said he looked at option number two and it would require tweaking boards to make the process work and he would rather have the boards work and the process feed the boards. Commissioner Anderson said he is in favor of a check and balance approach and to preserve what is in place and that he is not in favor of changing it.

Commissioner Dillaha suggested that they strike one sentence in Section 2.06 Functions of Mayor; Vice Mayor, which reads "He shall annually appoint members of the city boards subject to the approval of the commission" and suggested to replace with "The City commission shall by majority vote make all appointments and reappointments to the boards, commissions and committees of the City. The commission shall take applications even if the present members are requesting reappointment. Appointments shall take place as part of the official Commission agenda items. Attorney Brown suggested additional language.

Commissioner Dillaha suggested to draft an ordinance that outlines of all the different processes and details of how people are appointed to boards, committees and task forces. Mayor Bradley stated that they have discussed the issue which is specifically a charter amendment to be placed before the citizens and asked the Commission if they would like to bring this matter forward. **Motion made by Commissioner Dillaha to approve to have the City Attorney provide language and bring forward; seconded by Commissioner Cooper.**

Peter Weldon, 700 Via Lombardy said he supports the current structure of the charter and does not see any benefit by changing it.

**Upon a roll call vote, Mayor Bradley and Commissioners Anderson and McMacken voted no. Commissioners Dillaha and Cooper voted yes. The motion failed with a 3-2 vote.**

b. Consideration of engaging a Federal Lobbyist

Mr. Knight explained that the Commission asked for this item to be placed on this agenda, allowing for consideration of two options; to renew the contract with the existing lobbyist Alcalde and Fay of \$5,000 a month; or to solicit a bid whereby staff could start the process now with anticipation of having a recommendation by the second meeting in January 2011. Mayor Bradley spoke about the bidding option and asked if they engaged a lobbyist by January 10, 2011 if it would be too late for certain bills. Mr. Knight addressed the schedule for swearing in the new legislators and agreed that it will make the bidding process and RFP schedule tighter, or they can get quotes from several other lobbyists that they are acquainted with. Mr. Knight clarified the process regarding the purchasing policy and what the Commissioners can approve.

Commissioner Dillaha said she is not in favor of a last minute RFP, but is in favor of retaining a Federal lobbyist because of the opportunities that exist. Mr. Knight explained that Alcalde and Fay will not reduce their \$5,000 month fee since that is their standard rate they charge for all clients of our size. Commissioner Dillaha suggested that if they continue to retain Alcalde and Fay, that they could also do grant writing for the City. Mr. Knight agreed. **Motion made by Commissioner Dillaha to continue to retain our Federal lobbyist Alcalde and Fay; seconded by Mayor Bradley. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**



c. State and Federal legislative priorities

Mr. Knight explained the list of projects and policy issues (attached) and that he is seeking approval from the Commission and to answer questions. He explained that staff submitted the ideas to him and he then listed them in priority order according to the projects that he felt had the best opportunity to receive funding from the state or federal level.

Commissioner Cooper spoke about the state legislative priorities and recommended obtaining funding for the transmission lines to be put underground on Fairbanks, funding a linear park along northwest Fairbanks to improve the water quality of Lake Killarney by having more pervious space there, and the funding for Lee Road medians. She spoke about the legislative priorities and wondered if there was a way to encourage an extension on the \$30 million cap from the American Recovery and Reinvestment Act. She noted that she wanted to see the expansion of Central Park be placed back on the list and to remove the numbers on the list and insert bullets instead. Mr. Knight explained that it is up to the Commission to either add their suggested items or delete items and will then work with our lobbyist to fine tune the list on what they believe is realistic and achievable.

The Commission agreed that the final list should be brought back to them under a consent agenda item so they understand what is being requested. Mayor Bradley commented on the legislative priorities and noted that pension reform is the big issue they need the lobbyist to address. He said the first item that should be addressed is Protection of home rule authority, the second item would be to oppose the Public Service Commission regulation, and third would be pension reform and with that he is in support of the list.

**Motion made by Commissioner Cooper to approve the list as presented with the following additions: Underground of transmission lines on West Fairbanks, West Fairbanks linear park plan, Lake Killarney aquifer recharge and preservation of single family homes, Lee Road medians, commuter rail liability issue (in addition to the funding), expansion of Central Park (the acquiring of the Post Office property) and see if they can have an impact on the continued cap at \$30 million relative to bank qualified debt (the American Recovery Investment Act); seconded by Anderson.** Mayor Bradley said they may want to consider adding the concept of Lake Lillian restoration and the library.

Forest Michael spoke about Lake Lillian and said it has the potential of going into the new master plan that the Water Management District is doing and has the potential for good public funding. He suggested that they add this item to the list as it would be a very positive and timely endeavor.

**Motion made by Mayor Bradley to amend the list to include Lake Lillian funding at both the federal and state level; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Anderson and McMacken voted yes. Commissioners Dillaha and Cooper voted no. The motion carried with a 3-2 vote.** Commissioner Cooper stated that she voted no because she does not understand the match yet that would be required with it.

**Upon a roll call vote on the list presented (attached) and Commissioner Cooper's additions (above) and the amendment (above), Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

d. Mead Botanical Garden Enhancement Visioning and Operational Planning

Mr. Knight stated that he forwarded a memorandum this past week to everyone from Commissioner Cooper dated November 15, 2010 that has some suggested language. Commissioner Cooper said it includes a summary of recommended key point items to discuss and possibly be included (see attached). **Motion made by Commissioner Anderson to adopt a resolution around Section 8 on the keypoints for discussion; seconded by Commissioner Cooper.**

“8. Key points submitted by Commissioner Cooper:

- a. All terms of Letter of Acknowledgement continue.
- b. Approve lease of land under Learning Center. Consider extending to TL Mead Botanical Collection after demonstrated success with ELC.
- c. FMG to cover all operating expenses (including personnel, utilities, and maintenance) for ELC.
- d. Capital Improvement funds to be included in (FY12-15) Capital Plan budget.
- e. Short term renewable lease only on ELC land until success demonstrated.
- f. Lake Lillian, Howell Creek Botanical and Uplands Botanical areas to remain open to the public without entry fee.
- g. City to write all grant request for government grants.
- h. FMG to write all grant request for non-government grants after City approval to pursue.
- i. Process request through Parks Board/Planning & Zoning IAW Schedule A, Letter of Acknowledgement.”

**Motion made by Commissioner Cooper to amend to add item ‘j’, that all fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there; seconded by Commissioner Anderson.**

Commissioner Anderson asked Commissioner Cooper for clarification regarding capital improvements. She explained by reading item 3a of her memo: “City agrees to budget funds (or equivalent in-kind support) totaling \$200,000 per year (FY2012-FY2015), for capital improvements required to implement the seven Mead Gardens Strategic Plan priorities. The level of this funding commitment is conditioned upon municipal revenues remaining stable or increasing in future fiscal years covered by this agreement.” Discussion ensued with each Commissioner sharing their concerns with funding, governance, guidance and vision. Mayor Bradley said he is concerned about hiring someone to create a vision versus starting with some guidelines and then whoever comes helps them fulfill the need.

**Motion amended by Commissioner Anderson that on the motion that says 8d on the keypoints “capital improvements”, if they could substitute a version of page 1 where it says 3a, where they could revise 3a to add “pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds of at least \$200,000 per year”; seconded by Mayor Bradley.**

**Motion made by Mayor Bradley to amend to add item “k” that working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered; seconded by Commissioner Anderson.**

Commissioner Cooper asked for clarification. Mayor Bradley said that they need a director, no matter who pays for it, but he thinks they need permission to do that because they are not going to let somebody else come up with a consultation for land that the City owns without some authority. Commissioner Dillaha suggested that they handle it as two separate items, and to go forward with the environmental learning center first and the second part is the governance item of all of Mead Garden, which she would like to have Director Robert Bowden or a similar consultant to come in and talk to the Commission first as a City and figure out some options.

**Motion amended by Commissioner Dillaha to contain only items 'b', 'c', 'd', 'e', 'f', or to strike 'a', and change 'g' to "the city and FMG will write grant requests" and delete 'k'. Motion failed for lack of a second.**

**Motion amended by Commissioner McMacken to approve item 'b', the lease of land under the learning center contingent upon a proper lease put forward and item 'k', to bring forth the required expertise to help them decide on what other items that they should advance on. Motion failed for lack of a second.**

Jeffrey Blydenburgh speaking on behalf of FMG stated that Robert Bowden has been a part of this process since day one and recommends that he is a part of the plan for moving forward. Mr. Blydenburgh complimented Commissioner Cooper on the document that she produced and said they agree with it and have a few additions to it. He clarified that Mead Gardens should be called Theodore Mead Botanical Garden and that has been the name from the start. He spoke about the 8 points and recommended that item 'a' be included; that item 'b' be extended; they agree with item 'c', capital improvement funds to be included; and item 'e' would be really useful to succeed to have the leasing of a greater area as part of what they are doing.

Mr. Blydenburgh stated that they agree that all 47 acres should be open to the public and their goal should be that there is no admission charge; they suggested that item 'g' and 'h' be governed by the letter of acknowledgement so the City can take the lead on federal grants and FMG would take the lead on private grants; and item 'i' as long as they are running the environmental learning center they are meeting the requirements of the lease and that is what they would promote as a lease negotiation and the hiring of appropriate counsel they clearly support that. He said they offered to have the Director of the American Public Gardens, Dan Stark to assist with this effort and they are proposing to do a work shop that would include Bob Bowden, the director of the Botanical Garden in Vero Beach and Marie Selby Gardens in Sarasota. He said with these points to consider they concur with them moving this item forward.

Mayor Bradley shared his concerns with them wanting a bigger piece of property under the lease and said that he thinks the Commission is not ready to make that step yet since it needs to be further defined and determined. Mr. Blydenburgh said it is more beneficial and explained that if they just had the environmental learning center piece of it and they are not able to address the other areas, it will affect their ability to perform the way the City would like them to perform. Commissioner Cooper stated that she does not see them being inhibited from continuing to work with the City for the entire garden and implement the strategic plan. Mr. Blydenburgh said that is true.

Forest Michael suggested alternate language to use regarding the request for additional property, such as "that the FMG would work with the City to restore the TL Mead Botanical Garden and its facilities" that should accommodate the issue. Mr. Michael also addressed the

grant writing items and said in working with the City it can contribute matches towards some of the public grant writing and there should be some collaboration between both FMG and the City.

**Upon a roll call vote on the first amendment to add item “j” (to add item ‘j’ that all fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there), Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

**Upon a roll call vote on the second amendment to add item “k” (that working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered), Mayor Bradley and Commissioners Anderson and McMacken voted yes. Commissioners Dillaha and Cooper voted no. The motion carried with a 3-2 vote.**

**Upon a roll call vote on the third amendment to replace 8d with 3a (and to amend that on the motion that says 8d on the key points “capital improvements”, if they could substitute a version of page 1 where it says 3a, where they could revise 3a to add “pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds of at least \$200,000 per year”), Mayor Bradley and Commissioners Anderson, McMacken and Cooper voted yes. Commissioners Dillaha voted no. The motion carried with a 4-1 vote.**

**Upon a roll call vote on the overall motion as amended (to add item ‘j’ that all fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there; that working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered; and to amend that on the motion that says 8d on the key points “capital improvements”, if they could substitute a version of page 1 where it says 3a, where they could revise 3a to add “pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds of at least \$200,000 per year”, Mayor Bradley and Commissioners Anderson, McMacken and Cooper voted yes. Commissioners Dillaha voted no. The motion carried with a 4-1 vote.**

**For clarification purposes, the final adoption motion is as follows:**

- a. All terms of Letter of Acknowledgement continue.
- b. Approve lease of land under Learning Center. Consider extending to TL Mead Botanical Collection after demonstrated success with ELC.
- c. FMG to cover all operating expenses (including personnel, utilities, and maintenance) for ELC.
- d. Pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds (or equivalent in-kind support) of at least \$200,000 per year (FY2012-FY2015), for *capital improvements* required to implement the seven Mead

Gardens Strategic Plan priorities. The level of this funding commitment is conditioned upon municipal revenues remaining stable or increasing in future fiscal years covered by this agreement. The plan and strategy will include a feasibility evaluation of a fee-based botanical garden before the City spends significant sums on the formal area.

- e. Short term renewable lease only on ELC land until success demonstrated.
- f. Lake Lillian, Howell Creek Botanical and Uplands Botanical areas to remain open to the public without entry fee.
- g. City to write all grant request for government grants.
- h. FMG to write all grant request for non-government grants after City approval to pursue.
- i. Process request through Parks Board/Planning & Zoning IAW Schedule A, Letter of Acknowledgement.
- j. All fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there.
- k. Working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered.

e. RFP Bonds Advisor

Commissioner Cooper explained that she was part of the external audit task force that was staffed with all professionals in that area. She thinks these are critical positions and they should be representative of a wide span of experts. She preferred that not everyone on the committee work for the City but wanted to have other experts from the community plus a commissioner for both the bonds and financial advisors. Mayor Bradley asked about the selection process. She suggested that each of them be able to provide the City Manager with a recommendation of a name. Attorney Brown provided legal counsel regarding the use of city staff versus non-city staff and for this type of an engagement they would not have confidentiality problems so it is within their policy directive if they wanted to do that. Mr. Knight reminded them that the outside party may want to bid on the engagement and therefore could not be an advisor. Commissioner McMacken suggested that each selection committee have a citizen representative with appropriate expertise in the area being evaluated and to limit the requirement for the bond and financial advisor positions.

**Motion made by Commissioner Cooper that on the bond and the financial consultant RFP task force that they have a commissioner, City Manager, Finance Director and the rest of the seats be filled by qualified citizens within the community that bring expertise in that area and the City Manager can select those individuals (two citizens on the bond counsel and one citizen on the financial advisor); seconded by Commissioner McMacken.** It was agreed that the City Attorney should not serve on the selection committee only because they need to keep him as a neutral party so he can advise them on any legal issues that may arise and so there is not a conflict of interest. **Upon a roll call vote, Mayor Bradley and**

**Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

f. RFP Group Make Up

Commissioner Dillaha shared her concerns about the RFP language and the need to eliminate the conflict of interest with the financial advisor. She was also concerned with how the financial advisor is paid on a per deal basis and suggested to possibly put a not to exceed amount or use an hourly, monthly or annual retainer. She requested that the GFOA best practices be included in the RFP for financial advisors.

Mr. Knight agreed and stated that these items have already been included and they were sent out to them today and all of the points are addressed in there. Commissioner Dillaha asked if they should include a clause that "every three years you shall rebid this". Mr. Knight said he has no problem with changing that. He explained that they get to know your credit, so there are advantages when they appear before rating agencies and they also have the history. Commissioner McMacken suggested using the term "review" as opposed to "rebid" so they know that the term is three years and that the Commission will be reviewing it at that time.

**Public Hearings**

- a. RESOLUTION NO. 2070-10: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT FOR THE PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF PROPERTIES ABUTTING NORTH PHELPS AVENUE AND BRYAN AVENUE AS MORE PARTICULARLY INDICATED IN EXHIBIT "A" ATTACHED HERETO, TO FUND CERTAIN PUBLIC IMPROVEMENTS OF THE INSTALLATION OF UNDERGROUND ELECTRICAL/BHN FACILITIES; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT OF REVENUE IN ACCORDANCE WITH SECTION 197.3632(3)(a), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attorney Brown read the resolution by title. No public comments were made. **Motion made by Commissioner McMacken to adopt the resolution; seconded by Commissioner Dillaha. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- b. ORDINANCE NO. 2828-10: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, CREATING SECTION 2-26 OF THE CODE OF ORDINANCES SETTING THE SALARY FOR THE MAYOR AND CITY COMMISSIONERS AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE Second Reading

Attorney Brown read the ordinance by title.

Julie Zimmerman, 250 Carolina Avenue, shared concerns with Section 7 of the ordinance regarding the effective date and the timing. She asked that they vote no on this issue for the sake of the City residents and City employees since the timing is not right during these current economic conditions.

**Motion made by Commissioner Dillaha to adopt the ordinance; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioner Anderson voted no. Commissioners Dillaha, Cooper and McMacken voted yes. The motion carried with a 3-2 vote.**

c. Proposed Charter amendments:

ORDINANCE NO. 2829-10: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, SUBMITTING TO THE ELECTORS OF WINTER PARK A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY AT THE REGULAR CITY ELECTION TO BE HELD MARCH 8, 2011; PROVIDING BALLOT TITLE, SUMMARY AND TEXT FOR THE PROPOSED CHARTER AMENDMENT; PROVIDING FOR THE CALL OF A REFERENDUM ELECTION; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, EFFECTIVE DATE OF ORDINANCE AND AN EFFECTIVE DATE FOR THE APPROVED AMENDMENT. Second Reading

Attorney Brown read the ordinance by title. No public comments were made. Commissioner Cooper asked Attorney Brown if it was possible to amend the language so that it could help citizens understand what the real motivation is for this ordinance. Attorney Brown agreed and said it is a good idea, consistent with the law, to try and explain to the voters the perceived benefit. He stated that if the majority of the Commission would like for him to add some language and he can do it within 75 words, he would do so. Attorney Brown made suggestions to the language.

**Motion made by Commissioner Cooper that they amend the ballot language in section 2 of the ordinance to clarify the purpose for the change with language that would be acceptable to the City Attorney and fit within his limitations; seconded by Commissioner Dillaha.** Attorney Brown recapped his statement since Mayor Bradley stepped out. He said "shall the Charter be amended to provide for Winter Park elections to be held every other year, by providing 4 year terms in office; with a transition period, etc." Attorney Brown asked if everyone was comfortable with this. There was a consensus to add this language. **Upon a roll call vote, Mayor Bradley voted no. Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.**

d. ORDINANCE NO. 2830-10: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE REFUNDING OF ALL THE OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 2004, OF THE CITY, AND THE ACQUISITION AND/OR CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY; PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$17,000,000 REVENUE BONDS OF THE CITY TO BE APPLIED TO FINANCE THE COST THEREOF; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE WATER AND SEWER SYSTEM; AND PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. No public comments were made. **Motion made by Mayor Bradley to adopt the ordinance; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

e. ORDINANCE NO. 2831-10: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE IV, "SIGN REGULATIONS" SO AS TO IMPLEMENT PROVISIONS OF THE CENTRAL BUSINESS

DISTRICT/PARK AVENUE AND MORSE BOULEVARD DESIGN GUIDELINES, PROVIDE REGULATIONS FOR SIGNS IN OFFICE DISTRICTS ON FOUR LANE ROADS, PROVIDE REGULATIONS FOR SIGNS ALONG INTERSTATE FOUR, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. No public comments were made. **Motion made by Commissioner Anderson to adopt the ordinance; seconded by Commissioner Dillaha.** Building Director George Wiggins stated that there is one slight editorial change. He explained that they failed to remove the last part of the sentence on the first page of ordinance in section 58-124(b), paragraph one that reads "on all other streets in these zoning districts." He said that was approved at the last meeting to remove this portion of the sentence.

**Motion amended by Commissioner Cooper to approve to include that deletion under section 58-124(b), sentence one, the last phrase; seconded by Commissioner Anderson. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

**Upon a roll call vote to adopt the ordinance as amended (include that deletion under section 58-124(b)), Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- f. ORDINANCE NO. 2832-10: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO AMEND WITHIN SECTION 58-87 "LAKEFRONT LOTS, CANALFRONT LOTS, STREAMFRONT LOTS, BOATHOUSES AND DOCKS" SUBSECTION (d) (5) SO AS TO MODIFY THE LAKEFRONT SETBACK PROVISIONS, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. No public comments were made. **Motion made by Commissioner Dillaha to adopt the ordinance; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- g. Request of St. John Lutheran Church for Conditional Use Approval to re-establish an elementary school from preschool through fifth grade for a maximum of 100 students from the existing church facilities at 1600 S. Orlando Avenue.

Mayor Bradley noted that they are in a quasi judicial proceeding. Planning Director Jeff Briggs explained the conditional use request to re-establish a daycare and church school on the property and provided a brief background history. He said this request is for 150 student maximum and noted that they have all of the facilities in place from the previous school that existed, including ample parking and overflow parking across the street. He said this particular school is going to be operated by the Monarch Learning Academy and their policy is that parents get out of their cars and come to the classrooms to pick up their children so there will be no car lines or nuisance factors with traffic congestion.

He answered questions regarding the request for traffic engineering to look into the intersection of Garden and Orchid. Mr. Briggs noted that it was two neighbors that asked the City to put a stop sign at that intersection. Public Works Director Troy Attaway stated that traffic engineering is looking into it right now. Mr. Briggs addressed the public notice requirement. Ms. Connie



Hagerman, Church Business Administrator spoke on behalf of the applicant and asked that the conditional use permit be reinstated that it is a great asset to the community.

**Motion made by Commissioner McMacken to approve the conditional use request; seconded by Commissioner Cooper. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- h. Request of the Winter Park Towers for Final Conditional Use Approval pursuant to the Preliminary Conditional Use Approval granted on June 28, 2010 at 1111 S. Lakemont Avenue.

Request was made by the applicant to table this item until December 13, 2010.

- i. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO AMEND WITHIN SECTION 58-87 "LAKEFRONT LOTS, CANALFRONT LOTS, STREAMFRONT LOTS, BOATHOUSES AND DOCKS" RENAMING THE SECTION TO INCLUDE WETLANDS AND ADDING A NEW SUBSECTION (f) SO AS TO INCLUDE WETLAND SETBACK PROVISIONS AND PROTECTIONS, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.  
First Reading

Attorney Brown read the ordinance by title. No public comments were made. Planning Director Jeff Briggs explained the recommendation and answered questions. He defined where the wetlands and flood plain areas exist throughout the city. He addressed the only locations of wetlands are in the two stream sections; one is between Lake Sue and Lake Virginia along Howell Creek and the other is north of Howell Branch Road along the stream section. He said those areas are delineated as conservation areas in the Comprehensive Plan so they are already covered because they are flood plain areas.

**Motion made by Commissioner Dillaha to accept the ordinance on first reading; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley voted no. Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.**

### **City Commission Reports**

- a) Commissioner Anderson

No items to address.

- b) Commissioner Dillaha

- 1. Discuss drafting and adoption of a doggie dining ordinance to provide for patrons with dogs in outdoor areas of (participating) restaurants and as required per Florida Statutes

Commissioner Dillaha suggested that a doggie dining ordinance be drafted and to do so according to State statutes. Commissioner McMacken asked for clarification because the

document that was provided states "the governing body of a local government may establish by ordinance a local exemption procedure". He stated that he does not read where this is required. Commissioner Dillaha stated that she contacted the Division of Professional Regulation (DPR) who said it is required and is posted on their website.

Attorney Brown provided counsel regarding state law enforcement and governmental guidance. He stated that in his opinion the City is not violating the law by not doing this. He explained that if restaurateurs allow dogs in their facility they are at risk of being cited for violation of State law so the question is one of policy and if the Commission wants to establish by ordinance the local exemption. Mr. Knight responded to the Mayor's question that there have been no requests from any restaurateurs for this and that the City has not enforced it and that the Orange County Health Department would be the one to enforce the law. Attorney Brown said the Division of Hotels and Restaurants would be involved. Mr. Knight mentioned that they can make it part of their occupational license application where they can check a box saying that their restaurant will have doggie dining. Attorney Brown was asked about the implementation of the ordinance, liability, and potential expenses if they adopt the ordinance. He said there is no liability risk because it is a governmental discretion or decision. He clarified that technically this does not allow dogs inside a restaurant, with the exception of service animals that is for a designated outdoor area of a restaurant. There was no consensus to bring this forward.

2. Discuss incorporation of "best practices" for ex-parte communication within 1993 Ordinance (amending ordinance) and repealing of Resolution

Commissioner Dillaha suggested taking the existing ordinance and incorporating best practices into that. She wanted to see if the Commission wanted to talk about prohibiting ex-parte communication altogether. Attorney Brown provided legal counsel on prohibiting all ex-parte communication, best practices and clarified the difference between "person" and "party" as referenced in the statutes.

Commissioner Cooper recommended that any email affecting quasi-judicial issues or any issues that they are voting on, that they forward a copy to the City Clerk to be printed out for public record which was noted to be a good idea. Attorney Brown said that is an acceptable alternative, but noted that they should be printed and made part of the record. He also stated that he thinks an attempt to absolutely ban ex-parte communications is not going to be workable. He said he is not sure they can even do it because it could conflict with the statutes.

Commissioner Anderson shared his concerns by stating that he does not like this idea because it takes the good will out of serving for the City. He understands the desire but he does not want to have it so constricting. Mayor Bradley requested that the City Attorney provide them with a guidance document so that they can then discuss whether or not there needs to be additional changes to the ordinance. Attorney Brown acknowledged the request.

Commissioner Dillaha said she would like to send some interesting language to Mr. Knight for him to read and see if it is something that is appealing and if there is any interest in utilizing any of the language to go forward with this. It was recommended that she send the information to the City Attorney first for his review and input which was acknowledged.

c) Commissioner Cooper

1. Commissioner Cooper spoke about the new water mandates and asked if staff could provide them with an update on how the City's lakes measure up and any anticipated costs in getting in line with it.
2. Commissioner Cooper asked for an update from staff regarding the meetings that have been taking place regarding Home Acres.
3. Commissioner Cooper suggested switching the public hearing items to the first part of the agenda and moving the consent agenda items to the end of the meeting so that some citizens do not have to wait all night for their item. There was an overall short discussion. Mr. Knight explained that over the past couple of years they have switched it back and forth several times and it seems that someone always has to wait for their item because each Commission meeting is so different because it is based on the different agenda topics. There was no consensus to do it.

d) Commissioner McMacken

No items to address.

e) Mayor Bradley

Mayor Bradley wanted to follow up on the ADA compliance item that a citizen spoke about this evening and clarified that Mr. Knight was going to look at this item. It was agreed by acclamation that Mr. Knight will look at all parks and other city spaces and provide them with an inventory. Mr. Knight acknowledged.

1. Discuss the circumstances/conditions to remove any City Board member from their position

This was not addressed.

2. City Commissioner governance

Mayor Bradley commended everyone for their hard work especially on Mead Gardens and said this is a great example of governance.

Mr. Knight followed up on the request for a Christmas parade float for the Commission to use that they have acquired one which will accommodate up to 16 people.

The meeting adjourned at 10:03 p.m.

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Mayor Kenneth W. Bradley

ATTEST:

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City Clerk Cynthia S. Bonham

## **REGULAR MEETING OF THE CITY COMMISSION**

### **December 13, 2010**

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:33 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

The invocation was given by Building Director George Wiggins, followed by the Pledge of Allegiance.

#### Members present:

Mayor Kenneth Bradley  
Commissioner Phil Anderson  
Commissioner Beth Dillaha  
Commissioner Tom McMacken  
Commissioner Carolyn Cooper (arrived at 4:00 p.m.)

#### Also present:

City Manager Randy Knight  
City Attorney Larry Brown  
Deputy City Clerk Michelle Bernstein

### **Approval of the agenda**

Mayor Bradley moved Mayor's Report Items 1-5 to the beginning followed by Item 7B, 12A (1&2), and 12B and then followed the agenda as is. Commissioner McMacken moved to table Item 11B for the January agenda and withdrew his motion. **Motion made by Mayor Bradley to approve the agenda as amended; seconded by Commissioner McMacken and carried unanimously.** A short discussion followed by Mayor Bradley asking each Commissioner to provide their definition of a good meeting. They each provided their own input.

### **Board of Adjustment Update**

Building and Code Enforcement Director George Wiggins introduced Lucy Morse, Chairperson of the Board of Adjustment. A Powerpoint presentation was provided that included their mission, their history and procedures, typical variance criteria, limitations, and the cases heard and not heard by the board. Ms. Morse summarized their role in the strategic plan and their future goals. She answered questions of the Commission.

### **Mayor's Report**

#### **1. Presentation of the Winter in the Park Holiday Window Contest**

Mayor Bradley mentioned that this is the First Annual Holiday Window Display Competition. He said 25 stores from Park Avenue and Hannibal Square participated and they were judged in two different categories; \$500 Design Excellence Award and \$259 People's Choice Award in electric utility credits. He announced the winner for both categories was Bella, located on 329 North Park Avenue and thanked Susan Johnson for her wonderful display of 7,000 lights, 400 yards of ribbon and 700 ornaments.

#### **2. Proclamation for St. Margaret Mary's Choir**

Mayor Bradley introduced Ms. Kathleen Walsh, Principal of St. Margaret Mary School to recognize both the students and their instructors for their outstanding achievement. He noted that 48 children from the choir will be traveling to Rome to perform for Pope Benedict XVI at the Vatican later this month and they are 1 of only 15 choirs representing the United States. Mayor

Bradley proclaimed December 26-January 1 as "St. Margaret Mary School Choir Week". The choir sang two different songs. Mayor Bradley thanked them for their outstanding achievements and wished them a safe trip to Rome.

3. Presentation of the Winter Park Police Department SWAT Team Award

Officer Dave Arnott, Orlando Police Department, presented the members of the Winter Park Police Department with the SWAT Team Award for the best small agency of 100 sworn in staff or less. Officer Arnott explained that 82 teams from around the world attend this on a regular basis. He also commended Winter Park for finishing in second place in the Hostage Rescue Competition. Mayor Bradley thanked the Police Department for their efforts and their outstanding accomplishments.

4. Board appointment - Code Enforcement Board (alternate - to replace Terri Oster)

**Mayor Bradley explained that the Chair of the Code Enforcement Board (Terri Oster) resigned and that alternate Larry Sadler has moved up to replace her. Mayor Bradley appointed Carl Sanford as the alternate; seconded by Commissioner Cooper; approved unanimously.**

Mayor Bradley said there is an opening on the Environmental Review Board in January because there was a resignation. He recommended addressing this issue in January.

**City Manager's Report**

Mr. Knight wanted to follow up on the 90 day plan. Mayor Bradley recommended having a January work session. He asked Mr. Knight to provide information to them including the Charter information prior to their meeting date.

Commissioner Dillaha asked about the \$40,000 allocation of funds to go towards educational materials and signage for the plan concerning dog waste in City parks. Mr. Knight said he will get her a report this week on a status with fees and implementation. Parks and Recreation Director John Holland said the Keep Winter Park Beautiful Board is embracing this and will include a staff liaison. She asked Mr. Knight to include in his report a status update on the relief project.

Commissioner Cooper asked Mr. Knight to provide an update on the Procurement Policy. He indicated that he sent them a report via email. She asked for an update on the schedule of deliverables from the pension consultant and the staffing and programming for the Community Center. Mr. Knight acknowledged.

**City Attorney's Report**

- a. Extension request per SB 1752 of the Conditional Use permit for the Morse/Pennsylvania parking garage expansion.

Planning Director Jeff Briggs provided a brief history and summarized the request for an extension. He stated that Mr. Bellows and the property owners he represents that are involved with the project at Morse and Pennsylvania received a conditional use to add the fourth and fifth

levels to the parking garage. He said that last May they asked for an extension to that conditional use approval because it was about to expire and that the Commission granted a one year extension and added some additional conditions to that approval. He explained that subsequent to that, the property owner became aware of Senate Bill 1752 and felt that he was entitled under that legislation to an additional two year extension.

Mr. Briggs commented that they have a development agreement in place with additional conditions and those conditions have to be incorporated as an amendment to the agreement. It was noted by City Attorney Katie Reischmann that the client is entitled to a two year extension under Senate Bill 1752. Attorney Brown clarified that it is a two year extension from today and that it is probably subject to the conditions. He clarified that if Mr. Bellows came in and invoked his rights under Senate Bill 360, he would have been entitled to a two year extension back in May without any additional conditions and then under SB 1752 he would have been entitled to another two years of the original agreement with no conditions other than what was originally specified. He stated that the years are stacked back to back for a total of four consecutive years but that was not the procedure that was presented. Mr. Briggs clarified the dates saying it would have been from May 2010 for four additional years and as of now it is from December of this year for two additional years.

Commissioner Anderson asked if there is a specific action that is to be taken. Attorney Brown clarified that it would require an action; the minimum would be a two year extension from today with the understanding that there might be an occasion in the future where the City will have to reconsider whether or not to impose certain conditions which may or may not be valid.

Kim Booker, Booker and Associates, representing applicant Mr. Bellows explained that her client has been working diligently with the City since 2000 in meeting their requirements. She said Mr. Bellows would have been entitled to the extension under SB 360 when he requested the extension in May of this year and that they should have advised him. She said the right and fair thing to do is for the City to extend the conditional use permit for a total of four years without the conditions and dating back to May 2010 which is what they are requesting.

**Motion by Commissioner Cooper to approve a two year extension under SB 1752 of the existing conditional use; seconded by Commissioner Dillaha.** Commissioner Anderson asked if this was the City Attorney's recommendation. Attorney Brown commented if the conditions are sufficiently important to the City, that the City wants to put itself into a position to enforce these conditions then the answer is yes; his advice would be to grant them a two year extension under SB 1752 of the existing development agreement with all of the conditions in place, including those placed in May. **Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

b. Dan Bellows tolling agreement.

Attorney Brown explained that the City has entered into a tolling agreement with three groups of development interests. He referenced the tolling agreement between the City and Mr. Bellows and said the agreement provides that at any time if the City determines that the negotiations are not moving in a productive way the City can terminate. He said at a prior Commission meeting they requested him to provide a status report. He explained that he interpreted it as a consensus that there was not adequate progress so he went ahead and terminated it. He said

since then, an issue was raised that the City did not officially want to terminate and said he may have misunderstood. He stated that he met with Mr. Bellows and if the City is interested in continuing the negotiations, they can reinstate the agreement. There was a consensus to reinstate the agreement for six (6) months.

c. Report on meeting with Supervisor of Elections on November 29, 2010 regarding date of municipal election.

Attorney Brown said he spoke with Bill Cowles, Orange County Supervisor of Elections regarding the piggybacking and that Mr. Cowles explained the difficulties of having the municipal election in November. He said that Mr. Cowles is willing to come to the Commission and provide detailed information including maps and charts and he can further explain some of the practical difficulties that would be presented if the City attempted to change the election to piggyback onto the statewide and national elections. He said that Mr. Cowles indicated that all of the large counties, such as Broward, Palm Beach, Duval and Pasco do not piggyback, they have a separate municipal election date and because of the overlapping in precincts with Winter Park and non-Winter Park voters, it would be very cumbersome and costly. Attorney Brown asked for direction.

There was a consensus not to have a work session and if it comes back up in six months they will address it at that time. Attorney Brown said he will inform Mr. Cowles in a letter and tell him they appreciate the offer to speak to them but at this time there will not be any movement on this issue.

d. Approval of commuter rail agreement amendment.

Attorney Brown noted that in the last negotiating meeting the individuals they are working with at Orange County made it very clear that they are accepting the redline version that was provided to the Commission on December 8, 2010, which includes the \$350,000 plus an additional \$245,000 in a liability claim year regarding termination if there is not a 100% dedicated funding source. He said that Orange County has this item on their agenda tomorrow for approval. He asked the Commission for direction. Commissioner Dillaha asked about the urgency of this to be signed and did not know why it is on Orange County's agenda and shared her concerns with rushing it through.

**Motion made by Commissioner Anderson to approve the commuter rail agreement and send it to the Orange County Commission as presented to them for discussion; seconded by Mayor Bradley.**

Commissioner Dillaha said Orange County's language is unacceptable and explained her rationale. She spoke about several issues including the liability and insurance expense language and the termination and indemnification language. Attorney Brown noted that Orange County indicated that this is as far as they will go and informed him to stop negotiating. He explained that this is the best he could negotiate under the deadlines that were imposed and that he cannot force them to accept or agree to our language. He mentioned that the current agreement addresses the glaring issues of legal risk in the existing language and in his opinion they have resolved issues such as the City has the right at any point in the agreement to terminate without any penalty other than the indemnity issue if there is not a 100% dedicated funding source.

Commissioner Dillaha said she would like to wait until the new Orange County Commission comes on board to try and work out a better deal. Commissioner Anderson suggested they sign off on the current deal since it is much better than what they previously had. He said they have accomplished almost everything in the big picture that they needed to and if the next Orange County Commission is going to be friendly, then they can revisit the topic and try to better it. He agreed that they have a great opportunity in front of them and wanted to take advantage of it since it solves and protects the residents, it gives the City the ability to opt out which they did not have and caps have been placed on expenses that otherwise would be uncapped.

Commissioner Dillaha agreed that it is better than what they previously had, but that it could be a lot better and she will not approve this because she feels they have been pressured by Orange County to do this. She preferred that the City Attorney review all of the new amendments and look at the potential impacts in the agreement to ensure we have the best deal that we can possibly get because she believes that once we lock into this agreement we will not be going back to negotiate again. Commissioner Anderson said there is a risk to the City to not approve this. He said there is always the possibility to improve it, but there is a risk that the new Orange County Commission might not agree with these new changes and then we could be worse off than where we are now and miss this great opportunity.

Commissioner Cooper said it is nice that they have been able to simplify the payment process and that the agreement no longer says "defray the cost", but instead says "dedicated funding must cover 100% of the costs." The idea that Winter Park can now terminate unless we have 100% dedicated funding throughout the entire term of the agreement may be an improvement. She is concerned with the new language defining "dedicated funding". In her opinion, the new language gives Orange County permission to take our local option gas tax which is currently included in our budget and call it "dedicated funding." She added that once Orange County defines our gas tax revenue as "dedicated funding" we no longer have a right to terminate and we no longer have a not-to-exceed cap on our annual commuter rail O&M payment. She said that both the "right to terminate" and the "annual cap" only come into play in the absence of a dedicated funding source.

Commissioner Cooper said her other problem is the new language stating we will use non-ad valorem taxes to fund commuter rail operations and maintenance costs and wants everyone to understand why she is so concerned about ad valorem taxes versus non-ad valorem taxes. She said in 2006/2007, citizens in Winter Park went door to door and collected signatures to give this community an opportunity to vote on commuter rail. On January 29, 2007 the Winter Park Commission passed Ordinance No. 2696-07 listing 3 sections requiring approval by the electors of the city: Section 1 – Use of City Owned Lands for Commuter Rail Station. Section 2 – Use of City Funds Related to a Commuter Rail Station. Section 3 – Use of City Funds to Support a Commuter Rail System. She indicated that on February 1, 2007 a special meeting was held by the Commission and only 3 members attended. At that meeting, they voted to delete Section 3, thereby taking away the right for citizens to vote on commuter rail O&M. She said citizens were told if there ever was a time where they would have to pay O&M, citizens were told, if there ever was a time Winter Park was asked to pay O&M, they would have an opportunity to vote on whether they would pay O&M.

She indicated that in this agreement's revised wording, it is very clear that the payment of the commuter rail O&M would come from non-ad valorem funds. The expenditure of ad-valorem funds requires a vote of the citizens but the expenditure of non-ad valorem funds does not. She



stated that in order for her to vote to approve this agreement funding commuter rail O&M with non-ad valorem funds, she would need to put this to a vote of the citizens of Winter Park. She said that they should table this so they can ask the citizens what they think and have our Attorney review the last three amendments. She said she does not care whether Orange County says we must stop negotiating or not, she thinks the people of Winter Park deserve an opportunity to understand the costs and they have a right to vote on it.

Mr. Knight provided input on the gas tax and said they can do it under the existing agreement but he does not concur with Commissioner Cooper's analysis. He believes she is taking a leap of faith as to what they mean. He said clearly if the state decides, which would take a legislative action, for the local option gas tax to be a dedicated funding source we could lose up to \$1,000,000 but that can happen to us with or without this agreement and no one has said the local option gas tax is going to be the dedicated funding source. He explained that the distribution formula for the local option gas tax applies to all of the cities and the county and he believes the other cities will not be excited about giving up their local option gas tax to fund the commuter rail especially if it does not go through their city.

Attorney Brown said there is nothing in this agreement that could or limits a future Commission as a matter of constitutional governmental authority from taking to the voters a referendum question on whether or not the City wishes to fund something. He said the dedicated funding source cannot be from City funds; however, Commissioner Cooper is correct that the City's cost of commuter rail may be funded from the same category or categories of funds due to all municipalities in the county subject to the condition that each municipality contributes its prorated share of such fund or funds for such purpose which means that would require other cities to lose the same tax source. If there is a qualifying funding source then he agrees that the not to exceed caps do not apply.

Commissioner McMacken said throughout this whole process his concern has been the ability for the City to opt out of this agreement if we decided to after the seven year funding which is his number one issue and he believes the current agreement covers his concern. He said he thought we gave clear direction as to where we wanted to be with this and that he does not like the liability deal but indicated that we put a cap on it should it occur, therefore we bought an assurance for ourselves at a cost that it will not exceed a certain amount. He had no doubt that after the seven year period is up, that there is going to be a tax to pay for this because he firmly believes they never pay for themselves and unless there is a dedicated funding source there will be a balloon mortgage that is going to come due on this system. He said his whole concern is to make sure that if it fails that Winter Park can get out of the deal without an enormous financial burden upon the citizens. He said he does not like the liability part of this and thinks the insurance part that is listed should be part of O&M.

Attorney Brown clarified that the \$245,000 will not be used to buy insurance. Commissioner McMacken said he challenged the City Attorney and City Manager to do two things, to get the opt out provision and to cap our exposure and he is going to stand by that. He said there are certain aspects that he does not like but they are at a point where he is very close on this one and believes that it addresses his concerns. Mayor Bradley thanked both Attorney Brown and Mr. Knight for all of their hard work they have done to this point negotiating very well on behalf of our City and with the direction that the majority of the Commission has provided.

Peter Weldon, 700 Via Lombardy, said there is nothing that precludes a future City Commission from asking the voters for approval to spend their money for the O&M costs at that time and that opportunity will always exist for this under this agreement. He urged the full Commission to cast a yes vote for these amendments affirming Winter Park's participation in the Sunrail system.

Patrick Chapin, 151 W. Lyman Avenue, said the agreement is not perfect but it is much better than it was especially since they now have the option to opt out, in which he calls a 7 year safety net in place. He urged the Commission to vote yes.

Tom Shutts, 2010 Brandywine Drive, said he is an advocate of having the best deal possible. He shared his concerns especially with the dedicated funding source and said if it is not enough they could be looking at tapping into the \$350,000 and then the \$245,000.

Nancy Shutts, 2010 Brandywine Drive, said there is no urgency to sign this document and suggested that they look at having better insurance liability issue information included and that we should ask Orange County one more time, because if we do not ask we will never know.

Commissioner Dillaha asked Attorney Brown if it is prudent to have him to look at the three new amendments. He said no and that it will be counterproductive to go back to Orange County and tell them we have decided to keep negotiating. He thinks there is a substantial risk that will be received very poorly and therefore the substantial ground they have gained with this version would be in jeopardy, but if they want to take that risk and instruct him to keep working with Orange County, then he will find out if they have a negotiating partner and if that is the will of the Commission he is willing to do that.

Commissioner Dillaha then spoke briefly about adverse impacts and said she cares about our rights in the event there are adverse impacts and this is one of the reasons she is not going to support this. Commissioner Dillaha said after working on this for many years, she is opposed to the project and has been ever since the beginning. She said the reason is because it is the epitome of everything that the voters on November 2 voted against. She stated for the record, that it is not in the benefit of our citizens and taxpayers.

Commissioner Anderson said he believes we should be doing things in the best interest of our citizens and residents to help protect them and that is precisely why he is voting for it.

Commissioner Cooper said that it is very important that everyone realize that voting yes or no on this agreement is not a yes or no vote for commuter rail. That is already done and they are talking about if this is the best agreement for Winter Park. She did not feel the sense of urgency and wanted to have an agreement that our Attorney feels includes the best words. She said she would like to see what he thinks is the best contract and then she believes it would be the responsibility of this Commission to decide whether they see it as a good contract for Winter Park and if they do to, send it to the Orange County Commission. She thought that asking Mr. Knight or Attorney Brown to go and negotiate again even after they told us they cannot is probably not the best decision, but that does not mean that we have to settle for what we have been given. She stated we can ask the Attorney to write an agreement that he sees is a good agreement for Winter Park and then the five of them can go down to Orange County and tell the new Mayor what we believe is a good agreement for Winter Park and ask Orange County if they can consider it. She did not think this agreement is in the best interest of Winter Park.

**Motion made by Commissioner Cooper to table until such time as our Attorney has provided them with an agreement that he believes is in the best interest of the City of Winter Park; seconded by Commissioner Dillaha. Upon a roll call vote, Mayor Bradley and Commissioners Anderson and McMacken voted no. Commissioners Dillaha and Cooper voted yes. The motion failed with a 3-2 vote.**

Commissioner McMacken replied to Commissioner Cooper's statement and said that he believes that Attorney Brown and Mr. Knight negotiated with the best interest of Winter Park. He said they did not go down there to say they were going to sell out, they went down there to get the best agreement and he believes they have done that. He indicated that he has a great deal of respect in Attorney Brown's ability to negotiate and that is one of the reasons why he is confident in what he has brought back and also with his assessment of the situation. Mayor Bradley said they did a majority of the negotiating and were able to take care of at least two or three issues of concern.

**Upon a roll call vote to approve the agreement, Mayor Bradley and Commissioners Anderson and McMacken voted yes. Commissioners Dillaha and Cooper voted no. The motion carried with a 3-2 vote.**

A recess was taken from 9:22 p.m. to 9:38 p.m.

#### **Non-Action Items**

No items.

#### **Consent Agenda**

- a. Approve the minutes of 11/22/2010. **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**
- b. Authorize the landfill rate increase of 1.9% or \$0.28 per residential unit and 2.7% or \$0.17 per cubic yard for commercial customers in accordance with the City's contract with Waste Pro. **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**
- c. Approve the continuing engineering services contract with CH2M Hill and CDM.
- d. Accept the presentation of the 2011 Fire Rescue Department's Standards of Cover and apply the performance baselines and benchmarks for all services of the agency. **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**
- e. Authorize staff to change the current process of providing meeting agenda packages by having the Commission download the package from the City's website versus copying CD's.
- f. Approve award (contingent upon FDOT concurrence) of IFB-1-2011 to Empower Construction, Incorporated for the Lakemont Avenue Resurfacing Project at \$242,064.51 and for the Phelps Avenue Resurfacing Project at \$78,411.00; authorize the Mayor to sign agreements for Lakemont Avenue and Phelps Avenue projects; Approve Purchase Requisition 145807 for the Lakemont Avenue project; 242,064.51. Approve Purchase Requisition 145808 for the Phelps Avenue project; \$78,411.00
- g. Approve award of IFB-31-2010 to West FL Maintenance, Inc. for the exterior painting of Public Safety Compound; \$28,300.00.
- h. Approve the purchase of limerock roadway base material for special construction projects and roadway maintenance and replacement; authorize staff to use a quote system outside the standard purchasing practice to obtain the most competitive

- price; authorize issuance of corresponding limerock purchases via city credit card to ensure the best available commodity price.
- i. Authorize the purchase of concrete materials for special construction projects and roadway maintenance and replacement; authorize staff to use a quote system outside the standard purchasing practice to obtain the most competitive price; authorize issuance of corresponding limerock purchases via city credit card to ensure the best available commodity price.
  - j. Approve the following purchases and contracts:
    - 1. PR 145817 to Dyer, Riddle, Mills and Precourt, Inc.; \$98,906.23 for Certified Engineering Inspection and EEO/DBE Contract Administration Services for the Fairbanks Avenue Pedestrian Improvement and Intersection Realignment Projects
    - 2. PR 145835 to Software House International, Inc. for annual Microsoft enterprise software support; \$60,299.00
    - 3. PR 145839 to Alan Jay Chevrolet for the purchase of 2011 GMC Savana; \$25,327.50.
    - 4. Authorize the Mayor to execute the Products and Services Agreement with Centurylink Sales Solutions, Inc. for Contract Number 10KCLI89SG8N for the purchase of Cisco Network Equipment
    - 5. Approve Second Amendment to the Technology & Business Services Agreement with GATSO USA, Inc. and authorize the Mayor to execute the Second Amendment.
    - 6. Approve piggybacking Orange County contract #Y10-161 with Cemex Construction Materials Florida, LLC for Limerock Road Base and authorize the Mayor to execute the Piggyback Contract
    - 7. Approve piggybacking Orange County contract #Y8-906A with Nodarse/Page One Joint Venture for Utilities Continuing Geotechnical Engineering Services and Material Testing and authorize the Mayor to execute the Piggyback Contract
    - 8. Approve piggybacking Orange County contract #Y9-906B with Nodarse/Page One Joint Venture for Continuing Geotechnical Engineering and Construction Materials Testing Services and authorize the Mayor to execute the Piggyback Contract
    - 9. Approve piggybacking City of Orlando contract # BI08-2357 with Florida Irrigation Supply, Inc. for the purchase of Irrigation and Sprinkler Supplies and authorize the Mayor to execute the Piggyback Contract
    - 10. Approve piggybacking Seminole County contract #IFB-600325-08 with Fausnight Stripe & Line, Inc. for Roadway Markings, Striping & Brick Texture Surfacing for Traffic Engineering and authorize the Mayor to execute the Piggyback Contract.
    - 11. Approve piggybacking the State of Florida contract #071-000-11-1 the purchase of motor vehicles and authorize the Mayor to execute the Piggyback Contract for specific vehicle purchases.

**Motion made by Commissioner McMacken to approve items 'c', 'e', 'f', 'g', 'h', 'i' and 'j' 1-11; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.**

Consent Agenda Item 'a' – Approve the minutes for 11/22/2010

Commissioner Cooper said an email was sent to the City Clerk relative to their Mead Garden discussion asking to include all of the language from the actual memo because she was afraid it would not be included. That language was added to the minutes. Commissioner Anderson said he was hoping to go back to the audio file and listen to what he said because he thought he said they wanted a feasibility of the botanical garden as well. Mayor Bradley and Commissioner McMacken also recalled that. Commissioner Anderson asked to table the minutes until he has listened to the tape and to adopt them at the next meeting.

**Motion made by Commissioner McMacken to approve all but the Mead Gardens section which will come back for approval at the next meeting for finalization; seconded by Commissioner Anderson and carried unanimously with a 5-0 vote.**

Consent Agenda Item 'b' - Authorize the landfill rate increase of 1.9% or \$0.28 per residential unit and 2.7% or \$0.17 per cubic yard for commercial customers in accordance with the City's contract with Waste Pro.

Mayor Bradley asked Mr. Knight if they are forced by their agreement to do this or is it something they can negotiate. Mr. Knight indicated that Orange County landfill raised their costs and our contract allows for it to be a straight pass through to us because it is something that is beyond their control. He clarified that the approval is for this year's increase. He said that currently we do not have a long term contract and they have started to investigate other options since Orange County will not take our hazardous waste. He said they have a meeting scheduled for January 18, 2011 with them to try and resolve both of these issues. Mayor Bradley asked the City Manager to add this to his report and update them on this issue. Mr. Knight acknowledged. Commissioner Dillaha said she cannot approve it because she does not know what the alternative is.

**Motion made by Commissioner Cooper to approve Consent Agenda item 'b'; seconded by Commissioner McMacken and carried with a 4-1 vote; Commissioner Dillaha voted no.**

Consent Agenda Item 'd' - Accept the presentation of the 2011 Fire Rescue Department's Standards of Cover and apply the performance baselines and benchmarks for all services of the agency.

Commissioner Cooper asked to change the population reference on page 20 so that Winter Park's population is included in the demographics section. She said she spoke to Fire Chief White regarding the impact of call volume from the Ravaudage property as referenced on page 50. Chief White said he will speak to the property owner Mr. Bellows. He also clarified the definition of Suburban and the difference between Benchmark and Baseline measurements as referenced on page 114. She shared her concern with the current and future level of service and suggested they should start looking at and talking with the citizens about a potential future tax increase to help with the escalating costs of fire and police services.

**Motion made by Mayor Bradley to accept the presentation and the continuation of it as part of our accreditation process; seconded by Commissioner Cooper, and carried unanimously with a 5-0 vote.**

**Action Items Requiring Discussion:**

a. **State Office Building**

CRA Director Dori DeBord said as of the December 6, 2010 work session, Concord Eastridge has not come forward with a revised proposal to the City. Since they could not take an official action at the work session, Ms. DeBord asked the Commission to formally authorize staff to continue to move forward with negotiations with Concord Eastridge and ask them to provide a conceptual financial lease term for consideration as part of the overall lease. She asked the Commission to put a delivery due date. She explained that they would like to present it to the Commission by January 24, 2011 which would give them ample time to review the terms, provide them with an analysis and to allow enough time to put it on the agenda.

Commissioner Dillaha said she likes the idea of going forward with what they had discussed at the work session which is the valuation of the property and continue with CEI negotiations. Commissioner McMacken said he is in favor of continuing discussions with CEI. Discussion ensued regarding the due date.

**Motion made by Commissioner Dillaha to continue negotiating with CEI on the topic of the valuation of the property and that CEI would have to come back to them in time for our second meeting in January for it to be an agenda item; seconded by Commissioner McMacken.**

**Motion amended by Mayor Bradley that the minimum value be at \$3.75 million; seconded by Commissioner Anderson.**

**Motion amended by Commissioner Cooper that the minimum value be at \$3.5 million; seconded by Commissioner Dillaha.**

Discussion ensued regarding the minimum threshold dollar amount. Mayor Bradley said he is concerned with no response from CEI since the work session on December 6, 2010. Commissioner Cooper clarified that the dollar amount they are talking about is net present value of the entire deal and there was a consensus that she is correct.

Peter Weldon, 700 Via Lombardy, said it is very important to thank CEI for their interest in investing their capital in Winter Park. He said he can see a valuation of \$3.5 million but only if there is an escalation clause that captures the future value of this land over the next 50 years for the benefit of the citizens.

Craig Starkey, 401 W. Colonial Drive, representative of Concord Eastridge, apologized for them not responding due to a Federal court related matter. He said they heard the \$3.5 million number and that is the figure they are shooting for.

**Motion amended by Commissioner Cooper to allow our inaction to be action and she clarified by saying that they make no further motions.** Mayor Bradley said she could table but moving to not act she could probably vote no and let the motion die, which led to a short discussion regarding the clarity of her motion. **Commissioner Cooper withdrew her motion.**

**Upon a roll call vote on the amendment (that the minimum value be at \$3.5 million), Mayor Bradley and Commissioner Cooper voted no. Commissioners Anderson, Dillaha and McMacken voted yes. The motion carried with a 3-2 vote.**

**Upon a roll call vote on the amendment (that the minimum value be at \$3.75 million), Mayor Bradley and Commissioner Anderson voted yes. Commissioners Dillaha, Cooper and McMacken voted no. The motion failed with a 3-2 vote.**

**Upon a roll call vote on the motion as amended (to continue negotiating with CEI on the topic of the valuation of the property and that CEI would have to come back to them in time for our second meeting in January for it to be an agenda item and that the minimum value be at \$3.5 million), Mayor Bradley voted no. Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.**

- b. Extension of Tennis Center Management contract of the Winter Park Tennis Center with High Performance Sports Management, Inc.

Commissioner Dillaha said there are recommendations or changes that she would like to make and asked if it can be addressed at the next meeting or in a work session. Parks and Recreation Director John Holland said there is a contract term that states approximately 60 days prior to the expiration of the contract, which is February 15, 2011, they have to notify the Contractor as to the City's intent to continue or not. He pointed out that they have a few days to decide; however, they also have a 30 day cancellation clause in the contract which would override any action.

**Motion made by Commissioner McMacken to extend the current contract for a period of 30 days; seconded by Mayor Bradley.** There was a brief discussion regarding the timing. There was consensus to have it completed by January 10, 2011 otherwise they can extend it for another 30 days. **Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- c. Design and construction process for golf course Starter's House

Mayor Bradley requested to table this item and to discuss it in a work session format either before the first meeting in January 2011 or for the second meeting in January. There was a consensus to do so. Mayor Bradley asked if there are any time constraints. Mr. Knight indicated that they were asking to reject the current process and they were going to present a new process. Mayor Bradley asked if they have to reject the other process. Mr. Knight said formally it was an RFP process and that it can wait. Mayor Bradley said they will hold off on it at this point.

- d. January 13, 2011 town meeting format

Communications Director Clarissa Howard asked the Commission for direction concerning the format they would like to use for the upcoming town meeting and indicated that staff recommended following the January 2009 format. There was a consensus to have a 5 minute introduction video, followed by a 5 minute speech by Mr. Knight and then Mayor Bradley. Mayor Bradley recommended providing an opportunity for the citizens to submit their questions either

via email or some other way in case they could not attend. Ms. Howard said the town meeting information is listed on our website allowing citizens to submit their questions ahead of time or at the meeting or they can ask their question during the meeting. He also suggested using the rules that they currently have under public comment.

Ms. Howard noted that there will be ground rules in place for questions to be addressed as a Commission body and not towards individual commissioners and no slanderous or personal comments will be allowed. It was agreed to hold the meeting at the Civic Center starting at 7:00 p.m. and ending at 8:30 p.m. Ms. Howard mentioned that the meeting will be tweeted and face booked but it will not be broadcasted live. Commissioner Cooper recommended to have the meeting recorded and then put the audio file on the website. She asked the City Manager to provide a highlight of all the departments. There was a consensus to use the timer with a 3 minute maximum.

### **Public Hearings**

a. (1) Ravaudage update.

(2) AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING ORDINANCE NUMBER 2789-09 TO EXTEND THE DEADLINE ESTABLISHED IN SECTION TWO BY ONE YEAR. First Reading

Attorney Brown read the ordinance by title. Planning Director Jeff Briggs provided a brief history and update on the Home Acres/Ravaudage project. He explained that the approval of the Ravaudage project by Orange County is a two step process. Step One is the Comprehensive Plan amendment process to establish PD future land use, which was adopted on October 19, 2010. Step Two is the establishment of PD zoning. This is the step at which conditions of approval are placed upon the project/zoning. He indicated that the applicant has submitted the plans and traffic study to Orange County. These are conceptual plans as to the entitlements and development standards. Unlike in Winter Park, there is no specific approval process in Orange County for the individual buildings (other than building permits). So this is the only time (unless annexed) that the cities of Winter Park and Maitland can influence the development standards for this project. Pursuant to the action of the City Commission on May 10, 2010, a letter has previously been sent asking for two conditions of approval on the Ravaudage PD zoning which are:

1. That the development shall have a maximum floor area of 100%, and
2. That the net density shall not exceed 17 dwelling units per acre.

Generally, the Ravaudage project, as presented to Orange County, meets these two criteria. However, there are three other major issues that need to be decided which involve the maximum building height, the perimeter setbacks and traffic impacts from this project. He then explained by indicating that the Ravaudage project is requesting up 8-12 story buildings in the middle of their project and 1-4 stories on the exterior of the project. In the combined 15 square miles of the cities of Maitland (east of I-4) and Winter Park, the tallest buildings permitted are 6 stories and 80 feet in height (not counting architectural appendages). It does not seem to make sense for this property surrounded by the two cities to have 8-12 story buildings inconsistent with the character of the adjoining cities.



Mr. Briggs then spoke about the perimeter setbacks and that Orange County PD zoning has flexible building setbacks within the interior of a project but it requires a minimum of 25 feet as a setback on the perimeter of the project. Ravaudage is asking for a variance to have 15 foot building setbacks on the perimeter of their project such as along 17-92 and Lee Road. In order to avoid a repeat of the situation in Maitland at 17-92/Lake Kennedy, it would seem logical to ask Orange County to maintain the 25 foot perimeter setback requirement.

Mr. Briggs commented on the traffic impacts and said that no one knows if the actual development of Ravaudage will come close to the almost 1.7 million square feet of entitlements or whether the density and height of buildings will be far less. In any case, the new traffic generation is a cause for concern. This project is part of Orange County Transportation Concurrency Exemption Area. Their "big picture" philosophy is to concentrate growth in urban areas and not to encourage growth/sprawl in suburban areas of the county. As a result, this project has to do "a whole lot of nothing" to comply with Orange County's transportation concurrency requirements.

Since there will be no road widenings or other traffic capacity improvements, a key ingredient will be to construct new traffic lights to accommodate safely, the turning movements into and out of this project. A new traffic light is proposed on 17-92 at Solana Avenue and on Lee Road at Bennett Avenue (realigned to line up with Executive Drive). Both the developer and the cities agree that these new traffic lights are needed improvements. The important condition at this time is to establish thresholds or triggers of construction that will necessitate the new traffic lights. Mr. Briggs asked the Commission for direction to request that Orange County establish the following conditions of approval on the PD zoning:

1. That the development shall have a maximum floor area of 100%, and
2. That the net density shall not exceed 17 dwelling units per acre, and
3. That the maximum building height be 6 stories and 80 feet, exclusive of architectural appendages, and
4. That the project be required to maintain the PD requirement of 25 foot perimeter building setbacks, and
5. That the project be required to implement the first of two new traffic light improvements (on US 17-92 at Solana Avenue and/or on Lee Road at Bennett Avenue realigned with Executive Drive) when building permits exceed 151,000 square feet of construction and that the second traffic light must be implemented when building permits exceed 490,000 square feet.

Peter Weldon, 700 Via Lombardy, asked about the recommendations to Orange County and for clarity regarding the maximum residential density allowable under Orange County PD plan for this space. Mr. Briggs clarified the item.

Mr. Briggs then explained the de-annexation ordinance and said there are five parcels that are involved. Mr. Briggs explained that Benjamin Partners Ltd. is asking the City Commission to extend the deadline for the de-annexation Ordinance No. 2730-08 that was originally adopted on February 11, 2008. The City Commission previously extended the deadline until January 28, 2011, via the adoption of Ordinance 2789-09. It is Orange County's position that when a property is de-annexed, it has no zoning of any kind until Orange County subsequently establishes a Comprehensive Plan designation and zoning category. As a result, Orange County originally asked the City in 2008, to put a deadline for them to establish zoning into this

de-annexation ordinance; otherwise until the zoning is established by Orange County, the properties are not officially de-annexed.

Mr. Briggs noted that staff is recommending approval of the proposed ordinance providing another year for the process to be completed. Commissioner Cooper asked what the pros and cons are of the de-annexation agreement whereby Mr. Briggs elaborated. Commissioner Dillaha shared her concerns with no open space or park space being provided because Orange County has very minimal open space requirements and recommended that open space or park space be required in the development agreement. An overall discussion ensued regarding the setbacks and building heights with each Commissioner providing input. Commissioner Cooper shared her concerns with the need for a potential future fire station location. Attorney Brown said there will be another time to deal with the specifics of this item and that it is not required to be addressed at this time.

**Motion made by Mayor Bradley to recommend to Orange County that properties that are or could be within the City of Winter Park at some point in the future fall under our Planned Development Code; seconded by Commissioner Anderson.** Commissioner Cooper asked for discussion regarding floor/area ratio and shared her concerns. **Mayor Bradley asked that his motion include the following: to adapt it to a 100% FAR and 17 per acre as previously acted. Mayor Bradley then restated his motion to recommend to Orange County that properties that are or could be within the City of Winter Park at some point in the future fall under our Planned Development Code and the agreement of 100% FAR and 17 per acre; seconded by Commissioner Anderson.**

**Motion amended by Commissioner Cooper that the width of a building at a perimeter street frontage be limited to 200 feet; seconded by Commissioner McMacken.**

Mr. Briggs defined open space or park space and said our requirement and Orange County's is 25%; however, our definition is completely different. Commissioner Dillaha asked for clarification regarding the setbacks. Mr. Briggs said it is a sliding scale of 20-25-30 feet depending on the height of the building. She shared her concerns with setbacks for traffic impacts and wanted to make sure the setbacks are adequate for the location.

**Motion amended by Commissioner Cooper to include:**

- 1. That the development shall have a maximum floor area of 100%, and**
- 2. That the net density shall not exceed 17 dwelling units per acre, and**
- 3. That the maximum building height be 6 stories and 80 feet, exclusive of architectural appendages, and**
- 4. The traffic light as per staff's recommendation with associated turning lanes for stacking; seconded by Commissioner McMacken**

**Upon a roll call vote on the amendment, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

**Upon a roll call vote on the main motion, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

**Motion made by Mayor Bradley to accept the ordinance on first reading to extend the deadline per the ordinance which has been presented before them; seconded by Commissioner McMacken.** Mr. Knight clarified Commissioner Dillaha's concern regarding our recommendations and that Orange County does not have to approve our annexation. Attorney Brown further clarified that the developer would have to approve it. **Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Cooper and McMacken voted yes; Commissioner Dillaha voted no. The motion carried with a 4-1 vote.**

A recess was taken from 5:26 p.m. to 5:47 p.m.

- b. Request of the Winter Park Towers: Final Conditional Use Approval pursuant to the Preliminary Conditional Use Approval granted on June 28, 2010 at 1111 S. Lakemont Avenue.

Planning Director Jeff Briggs provided a brief history. He noted that the Winter Park Towers at 1111 S. Lakemont Avenue is requesting "Final" Conditional Use approval pursuant to the "Preliminary" Conditional Use approval granted on June 28, 2010. In summary, the "preliminary" approved development plans allow the construction of a four level parking garage, a lakefront four story residential building of twenty-four units, 47 feet above existing grade; a five story, 55 foot tall, 30 unit residential building adjacent to the northern side of the proposed parking garage and a 20 unit, two story, garden apartment residential building in the area of the western portion of the existing parking lot. He spoke about the stormwater retention, the building height and proximity to Lake Berry, the tree preservation and compensation, the garden apartment building, architectural considerations, and the development agreement.

Mr. Briggs said that staff is recommending final conditional use approval, subject to the following conditions: (1) that a tree compensation split calculation between phase I and phase II be submitted to the City; (2) that a certified arborist be on-site during demolition and construction as necessary to ensure the protection and safeguard the survival of the existing trees to remain; (3) that a stormwater maintenance plan be adhered to for both the exfiltration system and the swale/berm along the lakeside; and (4) that landscaping be added lakeside of the curb retaining wall for the oak tree on the lakeside. He noted that the final Development Agreement has been prepared by the City Attorney to incorporate these approvals and the conditions/restrictions that were previously approved.

Commissioner Cooper asked about the encroachment of the building on the drainage ditch. Mr. Briggs said the building adjacent to the drainage ditch is 10' away from the bank. Stormwater Director Don Marcotte said the building does not encroach into the drainage ditch area and there is a ditch pipe system that goes down parallel to that building. Commissioner McMacken asked if as-built information is required at the end of the project and the verification of building heights. Mr. Briggs said even for a two story home they require a surveyors certificate of the building height at the roof framing stage so at an early part of the construction process of this lakefront building, they will need to bring in a surveyors certificate that it meets the 47' from the specified elevation.

Commissioner Dillaha asked what is asked of the applicants for final approvals. Mr. Briggs noted that there is a list of submittal requirements in the code and a checklist to adhere to. He further explained the process by saying that the applicant must submit proper and sufficient

paperwork in order to obtain final approvals. Mayor Bradley asked if the southernmost road and main entrance road are being aligned or realigned. Mr. Briggs provided clarity.

Commissioner Anderson disclosed that he had no ex-parte communication with anyone at Westminster regarding this project since their last vote. He did disclose his involvement with Westminster Retirement Communities as a previous board member and that he currently serves on a finance committee, but there is no compensation in any of those services.

Commissioner Dillaha disclosed that she had ex-parte communications with receiving emails from Mr. John Webb concerning this issue and she contacted the St. John's River Water Management District to verify project requirements.

Mayor Bradley disclosed his ex-parte communications with receiving numerous emails concerning this issue, but he has not had any other communication with any representatives of the applicant since their last vote. He stated that he has also received an anonymous letter but because it was anonymous he did not declare it as ex-parte communication.

Commissioner Cooper disclosed that she had ex-parte communications with receiving emails from Mr. John Webb and an anonymous letter concerning this issue. She also contacted Linda at the Winter Park Towers to inform her that some citizens at the Towers were interested in attending the Commission meeting so that they could provide a bus. Beyond that, she told everyone that she could not meet with them and she has not.

Commissioner McMacken disclosed that he had ex-parte communications with receiving the same emails from Mr. John Webb and an anonymous letter concerning this issue. He also has indicated to anyone that requested to meet with him that he would not be able to do that due to the nature of this project and has not had any further conversation involving that.

Rebecca Furman of the Lowndes, Drosdick, Kantor and Reed law firm and representing the residents of WPT explained that the process has taken over 4 years and to date they have spent over \$850,000 in professional fees. She informed the Commission that this money is paid by the residence fees and it shows how serious they are with the submittals produced. She explained that they are in compliance with the Comprehensive Plan, the zoning and the conditions of approvals that were placed during the preliminary approvals and are not asking for any waivers or variances. She mentioned that the architecture has improved significantly between the preliminary and final and was approved at the beginning of November 2010 by the P&Z Commission. A slide presentation was provided by Ms. Furman illustrating the final site plan, grading and drainage plan, site utility plan, stormwater report, tree protection/compensation/landscape plans, cross section plan and perspective elevations. She spoke about each item including the entrance points of the site, the updated survey, the setbacks, the Lake Berry elevations, the building heights and limitation, and the developer's agreement. She then answered questions of the Commission.

Mr. Sam Sebaali, President of Florida Engineering Group, spoke regarding the stormwater requirements, the approval process and the steps they have taken to be sufficient for the criteria required by the SJRWMD and the maintenance. He also explained the environmental water swale and said they felt they needed that flexibility because if the SJRWMD requests it, they will have it. He said they felt from an environmental standpoint it would be a good benefit for both the City and the public even though the City had made a suggestion not to provide any facilities

on the lake side. He said they could permit the project without the swale but they felt it is a good element for everyone that is concerned with the lake. He said the drainage system consists of three facilities and explained each component. He indicated that the system improves the current stormwater conditions and that it does not disturb the drainage ditch or floodplain. He said the environmental swale helps protect Lake Berry and that it would be important to include since it will be a good measure of adding to the water quality and from a drainage standpoint it will improve the existing conditions. Mr. Sebaali then answered questions of the Commission.

Ms. Furman listed the major points of the development agreement and said they have agreed to the following requirements: that this remain senior housing; the garage will not be visible from Lake Berry, use of darksky light features, includes a traffic signal provision, puts a cap on density, provides restrictions on purchases within Water Bridge, build a wall for Water Bridge, provide a certified arborist on site during demolition and construction, stormwater retention requirements including maintenance and retention areas, and to pay impact fees but clarified that school impact fees are not applicable by state law.

Ken Linehan, Principal of Fugleberg Koch Architects, provided a 3-D architectural presentation including a partial interactive "fly-over" showing the entrance to the site, the height of the buildings and view from the lake and provided a cross section through the lake. Commissioner McMacken asked about the survey dimension to be used. It was confirmed 83.57 which are shown on the survey. He also asked what standards they will use for the darksky requirements. Mr. Linehan said they follow the darksky.org requirements and they would typically use those fixtures that are specifically darksky geared. Commissioner McMacken asked if they could include that in the developer's agreement. Mr. Linehan suggested to say that the associated products being used are to be specially deemed darksky required literature or through endorsement and they have no objection adhering to this requirement.

Commissioner Dillaha suggested adding specific language regarding impact fee requirements and to list the dollar amounts in the developer's agreement. Ms. Furman said they will agree to pay their impact fees but she is uncomfortable at the outset and said there is a formula in the city code that they will adhere to, which is based upon the number of units. She explained that they have 10 years to do Phase II and the City may increase their fees so they really cannot agree to those fees since it is very unclear. Attorney Brown said it is not customary to put a dollar amount in the agreement when they have phases since the fee may adjust over time. Commissioner Dillaha had concerns about the monitoring of the tree compensation. Ms. Furman said she believes that is one of the reasons why they are being required to pay a certified arborist to be onsite during both the demolition and construction in which they have agreed to, along with the landscaping requirements.

Mayor Bradley asked staff if the Lake Berry Homeowner association provided any information. Mr. Knight said no.

John Webb, 697 Balmore Road spoke on behalf of Lake Berry HOA, said there are approximately 30 members in their association and they have not taken any formal actions on this. He said he has attended the last three meetings and said the elevation requirements have changed every time. He shared his concerns with SJRWMD requirements, the drainage outfall and the overall approval process. He said the developer's agreement is inadequate and the setback is an important item for them to address.

**Motion made by Commissioner Anderson for approval with the recommendations from the P&Z Commission which are: 1) that a tree compensation split calculation between phase I and phase II be submitted to the City; (2) that a certified arborist be on-site during demolition and construction as necessary to ensure the protection and safeguard the survival of the existing trees to remain; (3) that a stormwater maintenance plan be adhered to for both the exfiltration system and the swale/berm along the lakeside; and (4) that landscaping be added lakeside of the curb retaining wall for the oak tree on the lakeside; seconded by Mayor Bradley.**

**Motion amended by Commissioner McMacken that the light fixtures used, that the product information certifies them as darksky fixtures and that gives us a way to verify that one condition; seconded by Commissioner Anderson. It was agreed that this amendment be included in the original motion so it would now have 5 conditions.**

**Motion amended by Commissioner Dillaha to include Attorney Katie Reischmann's clause #27 that refers to all impact fee requirements. Attorney Brown said that item is referenced on Page 11 and 12 of the actual developer's agreement; therefore, the amendment was withdrawn.**

Commissioner Cooper asked if they have an easement over the drainage. Attorney Brown said it will be forthcoming as a separate item. Mr. Knight said it would be a requirement of the permitting. Ms. Furman clarified that this has never been a building permit requirement and said they will be happy to work through it and provide it but they are requesting not to have it be a requirement for a building permit. Attorney Brown said that Ms. Furman is on the record to provide this easement and he is comfortable that in good faith they will work toward a commercially reasonable form of easement and it should not be an impediment. Public Works Director Troy Attaway said a typical way they have handled it is upon Certificate of Occupancy. Commissioner Dillaha asked about the process if the SJRWMD requires changes. Attorney Brown said if there is a material change to the project as approved they would have to come back through the process for approval. Commissioner Cooper asked if that material change is defined in the conditional use code and it was confirmed as yes.

**Motion amended by Commissioner Dillaha to add "City Commission Approval" in Item #14 "Modifications Must Be in Writing" on Page 9 of the Developers Agreement so that it reads "No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representative of the City, City Commission Approval and Owner"; seconded by Commissioner Cooper. Attorney Brown said that is a very reasonable request that is consistent with the ordinance that was recently enacted. Upon a roll call vote on the amendment, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

**Upon a roll call vote on the main motion, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

**For clarification purposes, the final adoption motion is as follows:**

**1) that a tree compensation split calculation between phase I and phase II be submitted to the City; (2) that a certified arborist be on-site during demolition and construction as**

necessary to ensure the protection and safeguard the survival of the existing trees to remain; (3) that a stormwater maintenance plan be adhered to for both the exfiltration system and the swale/berm along the lakeside; (4) that landscaping be added lakeside of the curb retaining wall for the oak tree on the lakeside; (5) that the light fixtures used, that the product information certifies them as Darksy Fixtures and that gives us a way to verify that one condition; and (6) to add "City Commission Approval" in Item #14 "Modifications Must Be in Writing" on Page 9 of the Developers Agreement so that it reads "No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representative of the City, City Commission Approval and Owner"

A recess was taken from 7:13 p.m. to 7:28 p.m.

- c. ORDINANCE NO. 2833-10: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO AMEND WITHIN SECTION 58-87 "LAKEFRONT LOTS, CANALFRONT LOTS, STREAMFRONT LOTS, BOATHOUSES AND DOCKS" RENAMING THE SECTION TO INCLUDE WETLANDS AND ADDING A NEW SUBSECTION (f) SO AS TO INCLUDE WETLAND SETBACK PROVISIONS AND PROTECTIONS, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. No public comments were made. **Motion made by Commissioner Dillaha to adopt the ordinance; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- d. RESOLUTION NO. 2071-10: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SUPPLEMENTING ORDINANCE NO. 2830-10 OF THE CITY WHICH AUTHORIZED THE REFUNDING OF ALL OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 2004, OF THE CITY, AND THE ACQUISITION AND/OR CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY, AND PROVIDED FOR THE ISSUANCE OF NOT EXCEEDING \$17,000,000 WATER AND SEWER REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2010, OF THE CITY TO BE APPLIED TO FINANCE THE COST THEREOF, AND PROVIDED FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM SUCH SYSTEM; BY MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND AUTHORIZING A NEGOTIATED SALE OF SUCH BONDS, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.
- e. RESOLUTION NO. 2072-10: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SUPPLEMENTING ORDINANCE NO. 2773-09 OF THE CITY WHICH AUTHORIZED THE REFUNDING OF ALL OUTSTANDING ELECTRIC REVENUE BONDS, SERIES 2005A AND SERIES 2005B, OF THE CITY, BY AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$5,250,000 ELECTRIC REFUNDING REVENUE BONDS, SERIES 2010, OF THE CITY TO BE APPLIED TO FINANCE THE COST OF REFUNDING ALL THE OUTSTANDING ELECTRIC REVENUE BONDS, SERIES 2005B, OF THE CITY; BY PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE ELECTRIC SYSTEM OF THE CITY; BY MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND BY AUTHORIZING A NEGOTIATED SALE OF SUCH BONDS, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

Attorney Brown read the ordinance by title. No public comments were made. Mr. Knight addressed the last couple of meetings where they had an ordinance authorizing the water/sewer bonds and the prior ordinance on the electric bonds that authorized funds. He said they went to several banks to bid on both water/sewer and electric loans and that we only received one bid on the water/sewer. He noted that bid was at 3.66% and the rate is not fixed until closing and as of today it has slipped to 3.89%. He said the electric was fixed for 45 days at 3.2% and that one will not move. He indicated that they put it out to bid to try and get bonds that would be callable without penalty and they did not receive that on the water/sewer but did receive several options from the bank. The offer is a 20 year deal with a make whole provision. Mr. Knight said it is better than the indicative rate for a bond issue today because if it was a bank qualified bond issue it would be in the 4.39% range so it is 50 basis points cheaper to do a bank loan versus a bond issue today.

He said if they do not do the deal by December 31, 2010 the chance is that it will not be a bank qualified deal in calendar year 2011 because we have more than \$30,000,000 of refunding to do and the \$30,000,000 limit may drop back to \$10,000,000. He stated they have been hearing through Washington that the \$30,000,000 will not be extended, but they do not know the answer to that yet, which means the 4.39% rate will be somewhat higher because it will not be a bank qualified deal.

Mr. Knight said the electric is at 3.2% and is a 20 year deal with a 15 year put meaning at 15 years they can ask us to pay it off and that we will only owe about \$1,630,000 at that point. He said that every bank deal they have done has the gross up language that says if the tax law changes and it impacts their revenue from this deal they have the right to adjust the terms, so basically they are making the same amount of money which is another risk in these deals. He said they have been looking at these for years and they have never seen that invoked, but that is not to say it wouldn't be invoked in the next 20 years and what that would mean is potentially if corporate tax rates are decreased from the current 35% then our interest rate could potentially go up.

Commissioner Anderson asked for clarification regarding the rates on the electric bonds. Mr. Knight confirmed they are 3.2% with a 20 year deal, with a 15 year put but they can call that one with a 1% pre-payment penalty, so if they paid a 1% premium they could pay it off and get out in case rates were significantly below 3.2%. He stated that they both have the gross up provision.

Financial Advisor Craig Dunlap addressed what would take place if the marginal or corporate tax rates go down and how this could be mitigated. He said if they want to mitigate the risk of the bank implementing the tax gross up provisions if the corporate tax rate declines they could ask JP Morgan Chase to price that and see what kind of rate they come back with and then evaluate whether it is in the best interest to move ahead with it, stay at the current rate, or wait until the bond market improves and do a fixed rate bond issue at some point in the future. He said it is up to them and where they think rates are going and he feels it is going to be very hard to beat a 3.89% rate for 20 years. Mr. Knight noted that JP Morgan Chase provided four different options and provided a brief explanation and the risks involved.

Lief Chase, JP Morgan Chase, clarified the tax gross up provision language and said it would be a limitation if the bank intended on selling the loan to another bank but typically the banks do not intend on selling tax exempt loans. He said it is purely standard language for the bank's protection in the event that corporate tax rates change and it is not something that he has the



authority to negotiate out. He also clarified while the BBT loan has the ability to prepay upon any interest payment date at a 1% premium, they have built into this proposal the ability of the City to prepay subject to make whole language so that calculation very simply stated is that if interest rates at the time you prepay the loan are lower than the time you executed the loan, then calculation yields a payment due from the City to the bank, but if interest rates are higher at the time you prepay the loan then there is no prepayment penalty to the City. He also indicated that one of the big differences between the interest rate on the electric utility bonds versus the water/sewer bonds is that the average life of the water/sewer bonds is 15 years because you do not make a principal payment until 2019, whereas the electric bonds are a level debt service kind of mortgage style where you pay the interest rates as you go. An overall discussion ensued as to the risks involved, the different rates options available and level debt service. Mr. Dunlap answered questions and also provided a brief outline on how to mitigate risk.

**Motion made by Commissioner Anderson to adopt resolution regarding the electric revenue bonds as presented; seconded by Commissioner Dillaha. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

Discussion ensued regarding the water/sewer bonds and if they are committed to a level payment schedule for water/sewer. Discussion included total principal and interest and basis points and how much money they could save depending on the option they choose. Mr. Chase addressed the different options. He said if they move it out farther to the 15 years the cost is reduced and he will be happy to run those numbers and provide them to the City and Mr. Dunlap. Mr. Knight reminded them that right now we are paying less than .5% in interest so we are not under the gun in that regard, but the opportunity to refund the bonds with bank qualified debt will expire at the end of the month. He also clarified that the extra cost of issuance in doing a bond deal was factored into the interest rate comparisons provided. Commissioner Dillaha said she thinks it would be in their best interest to wait until January because of all of the questions.

**Motion made by Commissioner Anderson if the bank can do an all in deal at 4.1% with the ability to buy back or pay off at par within 10 years and after 10 years no prepayment penalty; seconded by Mayor Bradley. Commissioner Anderson restated his motion: Motion made by Commissioner Anderson for a 4.1% with the ability to pay off at par in 10 years; seconded by Mayor Bradley.**

Bond Attorney Judson Freeman with Livermore and Freeman, P.A. stated that under state law they need to have a resolution adopted in order to authorize the bond issue and because of the very specific business terms they want to include per their motion, they need to revise the original resolution either tonight or during the week before it can be adopted. Attorney Brown explained that they need to provide clear direction to Mr. Freeman that they wish to amend the resolution and to list the items they would like changed so that he can revise the resolution for adoption. **Commissioner Anderson withdrew his motion as well as Mayor Bradley as the seconder.** Attorney Brown advised the Commissioners by providing language they could use such as; "I move to approve the resolution which is presented with the following additional language included" and then specify the language. Mayor Bradley suggested that they adjourn the meeting and go home because it seems as if everyone is very uncomfortable going forward. Mr. Freeman asked the Commission for direction as exactly what they want him to include in the resolution. There was a consensus to table this item until Thursday, December 16 at 5:00.

This meeting was ended at 11:08 p.m. Mayor Bradley will continue the meeting until 5:30 p.m. Thursday, December 16, 2010 and noted that the Commission Reports will also be continued at that time.

ATTEST:

---

Mayor Kenneth W. Bradley

---

City Clerk Cynthia S. Bonham



# city commission agenda item

item type	Consent Agenda	meeting date	January 10, 2011
prepared by department division	Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Winter Park Neighborhood Council Chairman Recommendations	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

## Subject

The Planning Department has received three Winter Park Neighborhood Council Matching Grant applications by the deadline and is presenting recommendations to the City Commission for approval.

## ***motion / recommendation***

The following Neighborhood Council Matching Grant requests meet the criteria for funding, and are recommended for approval:

Timberlane Shores	\$4,000.00
Orwin Manor	\$325.00
Quail Hollow Homeowners Association	\$3,300.00

*The grant requests were reviewed by Winter Park Neighborhood Chairperson Carol Card and Senior Planner Lindsey Hayes.*

## Background

The Winter Park Neighborhood Council Grant program was established by the City Commission in 1998 in order to support the efforts of neighborhood organizations, both voluntary and deed mandated, to improve the quality of life in Winter Park neighborhoods. Since its inception, the program has evolved to require a match in order to demonstrate a commitment to the project and a community investment by the applicants.

## ***alternatives | other considerations***

2010 Neighborhood Council Matching Grant Review Table

Neighborhood	Project	Grant Request/ Recommendation	Grant Match	Organization Type	Comments
Timberlane Shores Homeowners Association	Neighborhood Fence Phase 2	\$4,000.00	\$4,450.00	Voluntary grassroots organization	Enhances the public park at Timberlane Drive and Blue Ridge Road. Improves a public space.

<b>Orwin Manor Association</b>	<b>Web site performance update</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>Voluntary grassroots organization</b>	<b>Expands the neighborhood website and improves the ability to update content</b> <b>Improves communication.</b>
<b>Quail Hollow Homeowners Association</b>	<b>Replacement landscaping.</b>	<b>\$1,300.00</b>	<b>\$1,300.00</b>	<b>Voluntary grassroots organization</b>	<b>Enhances the recent extensive brick wall repair project by cleaning and refreshing the entire exterior wall.</b> <b>Improves appearance along a busy public road.</b>
<b>Totals</b>		<b>\$5,625.00</b>	<b>\$6,075.00</b>		

### **fiscal impact**

The grants would be funded from the neighborhood line item in the current Planning Department budget. The grants each have a dollar for dollar match or more provided by the grant recipients. Individual awards may not exceed \$4,000.00.

### **strategic objective**

Quality environment

**City of Winter Park  
Neighborhood Council Matching Grant Program  
2010 Application**

**Applicant:** Timberlane Shores Homeowners Assoc.  
(Neighborhood Association Name)

**Project Title:** The Park at Timberlane Shores

**1) APPLICANT INFORMATION:**

Project Contact: Susan Lewis

Contact's Title: Block Captain

Address: 1820 Winchester Dr.

Telephone: 407-628-1188 FAX: \_\_\_\_\_ E-mail: rlewis26@cfi.rr.com

A) Define Neighborhood Boundaries:

Glenridge, Virginia Dr., Blue Ridge, Winchester Dr.

B) When was Association formed: 1950's

C) Number of households in Association: 109

D) Does Association have elected leaders? yes

E) How often are elections held? 1x year

F) State frequency of meetings: Quarterly

G) Is the Association a mandatory Homeowner's Association recorded with a subdivision or condominium association? NO

H) Is the Association a voluntary organization? yes

I) Applicant's Grant History: Has the applicant received previous grant assistance from the City of Winter Park? If yes, specify the year, project name and amount of the award.

YEAR \_\_\_\_\_ PROJECT NAME \_\_\_\_\_

AWARD \_\_\_\_\_

J) List Officers and Major Committees: Co-Presidents: LYNN HOCTOR  
(or attach a list) Caroline Munro

Co-Treasurers: Palmer Mikes  
Pete Allport

Applicant Signature Susan Lewis Date 11/30/10

Organization President's Signature \_\_\_\_\_ Date 11/30/10  
Caroline Munro (co-president)  
Lynn Hoctor (co-president)

**2) PROJECT INFORMATION:**

Grant Amount Requested: \$4000.00 Proposed Match: \$4450.00

Project Location: Timberlane Drive & Blue Ridge Rd.

Property Ownership: City of Winter Park  
& maintained by WindSong

- A) Describe the project for which funding is requested. Include details of each element of the project such as type and number of plants, irrigation, construction, electrical work, etc.

Furnish and install lighting in The Park.  
Two bids are for "up-lights" and one  
is for pole lights.  
Plus, one "Personalized" Park Bench.



- 
- B) List who will be responsible for each project element (i.e. Consultant, city staff, contractors, volunteers) and their telephone numbers. If city staff involvement is proposed, please obtain written agreement from the appropriate city department.

1- Mr. Holland - City Winter Park Bid  
2- Bella Luce Design (Debbie) 321-239-3399  
3- Landscape Lighting of Central Florida  
(Steve Sami) 407-291-2380

- 
- C) What is the anticipated annual cost of maintenance of the completed project if applicable and what is the source (i.e. association dues) of maintenance funding? Grant funds may not be used for maintenance or repairs.

We will use existing meter (Jeffery Blydenburgh  
Windsong HO Pres. 407-278-5847) and  
reimburse Windsong for our share monthly.  
All maintenance of lights for this project payed by  
Timberlane Shores Assoc. account.

- D) In the space provided below, give a brief description of the benefit this project will provide for neighborhood residents and for the City of Winter Park.

At our annual Bar-B-Q last fall we  
found ourselves in the dark!  
Lights in the park will enable us to  
enjoy the area later in the evening.  
The lights will be on a timer to  
discourage late night usage.  
The bench will give us a place to sit  
and enjoy the park.  
Lights will add security to area.

BUDGET ITEM DESCRIPTION	BUDGET ITEM COST
	\$
Bella Luce Design Bid	\$ 5950.00
Park Bench	\$ 2500.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>TOTAL PROJECT COST</b>	\$* <u>8450.00</u>
<b>YOUR TOTAL CONTRIBUTION</b>	\$ <u>21450.00</u>
<b>Matching Contribution Explanation</b>	
Cash _____	
Volunteer hours value** _____	
Donated materials and services value _____	
<b>REQUESTED GRANT FUNDS</b>	\$*** <u>4,000.00</u>

\*The total project cost must equal the matching funds, volunteer hours, donated materials and services plus the grant fund request.

\*\*Non-professional volunteer hours are valued at \$8.00 per man-hour (40 hours maximum). Volunteer hours may not be counted toward project planning or administration.

\*\*\*Requested grant funds may not exceed \$4,000.00.



### Attachment Checklist

**Please read carefully, each applicable item is mandatory for grant consideration. Any missing attachment can cause your application to be denied. Be sure the applicant name and project title is on each individual sheet.**

☒ **Attachment A:** Estimate copies (three estimates for each project element).

☒ **Attachment B:** Supporting documentation of association organization indicating when the association was formed. Association must have been organized for a minimum of three months before grant deadline.

☒ **Attachment C:** Letters/petitions in support of the project from a majority of the individual association members and signed neighborhood donation and volunteer hour pledge sheets. Include letters documenting in-kind material or services.

☒ **Attachment D:** Written permission of property owner(s) of the project site with original signature(s) if applicable. This includes private property, permission to use DOT right-of-way, City right-of-way or park property.

☒ **Attachment E:** List of project committee members, addresses and telephone numbers. (Minimum of three committee members).

☒ **Attachment F:** Photographs of existing conditions, scaled site plans, elevations, sketch plans and/or drawings.

☒ **Attachment G\*:** Copy of current and previous year's operating budget.  
*\*Mandatory Homeowner and condominium associations only.*

***Please do not bind your application packet because multiple copies will be made for the staff and review committee. Retain a copy of the application for your association's records.***

Please submit your application with original signatures to:

Attention: Lindsey Hayes, AICP, Senior Planner  
City of Winter Park  
Planning Department  
401 Park Avenue, South  
Winter Park, Florida 32789

If there are any questions about eligibility, project proposals, completing the application form, or participating on the Neighborhood Council, please contact Lindsey Hayes, Planning Department, 401 Park Avenue South, Winter Park, FL 32789 (407) 599-3498 or via email at [Lhayes@cityofwinterpark.org](mailto:Lhayes@cityofwinterpark.org).

**robert lewis**

**From:** "Jeffrey Blydenburgh" <jeffreyblydenburgh@mac.com>  
**To:** "Susan Lewis" <rlewis26@cfl.rr.com>  
**Cc:** "Holland John" <JHolland@cityofwinterpark.org>; "David Cahill" <dave@davecahillhomes.com>  
**Sent:** Friday, April 16, 2010 11:30 AM  
**Subject:** Fwd: Lighting Breakdown

Susan, I am forwarding you the costs for lighting the park. Based on contractor, we are proposing a low voltage system. It is less expensive (required) and less expensive to maintain. The operation cost is less electricity. This bid includes more lights than we discussed--21 instead of 10. The fixtures are \$85 each, so there can be a savings of roughly \$850 if we don't see that the majority of the cost is installation, wiring, transformer

John is forwarding his bid for the street light solution. Once you make a decision on how you want to go forward..

Jeffrey Blydenburgh

Begin forwarded message:

**From:** Dave Cahill <dave@davecahillhomes.com>  
**Date:** April 15, 2010 9:47:58 PM EDT  
**To:** 'Jeffrey Blydenburgh' <jeffreyblydenburgh@mac.com>  
**Subject:** FW: Lighting Breakdown

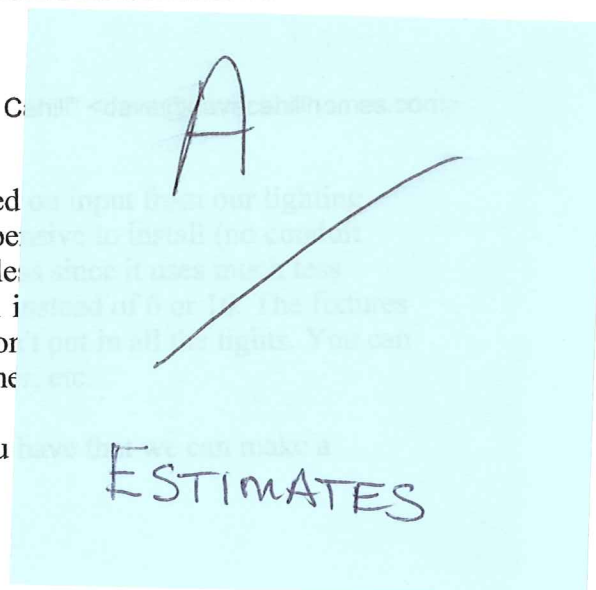
**From:** Debbie - Bella Luce Design [mailto:debbie@bellalucedesign.com]  
**Sent:** Thursday, April 15, 2010 6:35 PM  
**To:** Dave Cahill  
**Subject:** Lighting Breakdown

Hi Dave,

Here's a rough breakdown:

Fixtures (21)	\$1735
Wire -	\$ 575
2 Transformers/Timers -	\$1035
Trencher (3 days min.) -	\$ 360
Misc, connectors etc. -	\$ 250
 Labor -	 \$1695 (closer to 30%)
Total -	\$5650
Contractor Supervision Fee	\$300
<b>TOTAL</b>	<b>\$5950</b>

Let me know if you need anything further.



Thanks!  
Debbie McLaughlin, Lighting Designer  
Bella Luce' Design  
321-239-3399 - Cell  
407-905-6260 - Fax  
[www.bellalucedesign.com](http://www.bellalucedesign.com)  
[debbie@bellalucedesign.com](mailto:debbie@bellalucedesign.com)

# Landscape Lighting of Central Florida, Inc.

Specializing in Low Voltage Lighting

PO Box 300942 Fern Park, FL 32730-0942

Phone 407-291-2380 email- stevesami@ymail.com

## QUOTATION

18 Years of Lighting Experience



Member of the Better Business Bureau

[www.landscapelightingofcfl.com](http://www.landscapelightingofcfl.com)

To Susan Lewis - For Timberlane Shores Park  
Winter Park

Date 10-10-2010

TERMS 1/3 DEPOSIT

DELIVERY 10-14 days of order

WE ARE PLEASED TO QUOTE YOUR INQUIRY AS FOLLOWS:

QUANTITY		PRICE	AMOUNT
	FRONT ENTRANCE		
2	BULLET LIGHTS FOR COLOUMNS RT & LT SIDE	\$60.00	\$120.00
	IF CHASE PIPES CAN BE FOUND 1 EACH COLOUMN		
3	BULLET LIGHTS FOR 1 FOR EVERY OTHER CRYPE	\$60.00	\$180.00
	MYRTLE TREE LT SIDE LEFT OF WALKWAY		
4	BULLET LIGHTS 1 FOR EVERY OTHER OAK TREE	\$60.00	\$240.00
	TO THE RT OF CEMENT WALKWAY GRASS AREA		
4	BULLET LIGHTS 1 FOR EVERY OTHER OAK GRASS	\$60.00	\$240.00
	ISLAND LEFT OF CEMENT WALKWAY		
2	BULLET LIGHTS FOR VERY LARGE OAK LEFT	\$60.00	\$120.00
	BACK CORNER		
1	BULLET LIGHT FOR OAK NEXT TO LARGE OAK	\$60.00	\$60.00
	LEFT SIDE		
10	BULLET LIGHTS FOR OAKS THAT RUN ALONG	\$60.00	\$600.00
	ROAD NEXT TO PARK 1 FOR EACH OAK		
2	BULLET LIGHTS 1 FOR EACH OAK ENTERING	\$60.00	\$120.00
	PARK WALKWAY LEFT SIDE		
28	COMMERCIAL GROUND STAKES	\$30.00	\$840.00
1	900 WATT LIFETIME WARRANTEY TRANSFORMER		\$740.00
1	600 WATT LIFETIME WARRANTEY TRANSFORMER		\$530.00
1	1600 FEET OF 10/2 LOW VOLTAGE CABLE		\$1,600.00
	TOTAL WITH TAXES		\$5,767.30
	QUOTED BY STEVE SAMI		





# Electric utility services

Operation & Maintenance Services provided by ENCO Utility Services

Work Order 902210

Project Address: 1880 KNOWLES

Place

Start Work Date:

Planner: RP

Requested In-Service Date:

Crew Days: 0.25

Description: Streetlight estimate for the park . Poles and lights are not included.

Customer Name:

Home Phone:

Customer Address: 1880 KNOWLES

Place

Work Phone:

Mobile Phone:

Billing Address:

Fax:

City, ST ZIP:

Email:

Substation:

Est'd Labor \$470.50

Circuit:

Est'd Material \$639.30

Grid:

Overhead \$221.13

Joint Attachments:

Vehicles \$147.50

Contract \$4,359.91

- CIAC \$0.00

**TOTAL WO Costs \$5,838.34**

NOTES:

Developer/Contractor Co:

IF CONDUIT INSTALLED \$2400<sup>00</sup>

Address:

City, ST ZIP:

Phone 1:

Call me if Questions.

Phone 2:

THANKS - TERRY

Permit Agency: \_\_\_\_\_

Design Manager: \_\_\_\_\_

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

Project Manager: \_\_\_\_\_

Foreman: \_\_\_\_\_

Operations Manager: \_\_\_\_\_

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

Director: \_\_\_\_\_

# Contract Work Detail

Work Order #

902210

Qty	Description	Unit Code	Unit Cost	%	Cost	Qty Cost	%	Total Cost
291	1-2" Bore (47% OH inc)	DB1	\$11.76	0%	\$11.76	\$3,422.16	0%	\$3,422.16
8	IN - 2"-3" Elbow, 45 or 90D x 24"R PVC	GB3	\$20.00	0%	\$20.00	\$160.00	0%	\$160.00
325	IN - 2-#3 CU Cable	JD1	\$1.00	0%	\$1.00	\$325.00	47%	\$477.75
4	IN - Sec Pedestal or Handbox	JA1	\$75.00	0%	\$75.00	\$300.00	0%	\$300.00

GRAND TOTAL: \$4,359.91

# MATERIAL COST ESTIMATE

Work Order # 902210

Qty	Material Description	FERC Category	Stock#	AssemblyStock#	AssemblyKit	Unit Cost	Total Cost
134	#6 ST LT UD DUPLEX AL		24	33		\$0.49	\$65.66
80	#6 ST LT UD DUPLEX AL		24	33		\$0.49	\$39.20
144	#6 ST LT UD DUPLEX AL		24	33		\$0.49	\$70.56
109	#6 ST LT UD DUPLEX AL		24	33		\$0.49	\$53.41
1	J BOX, 13" X 24" X 15"	367	10	16		\$29.70	\$29.70
1	J BOX, 13" X 24" X 15"	367	10	16		\$29.70	\$29.70
1	J BOX, 13" X 24" X 15"	367	10	16		\$29.70	\$29.70
1	J BOX, 13" X 24" X 15"	367	10	16		\$29.70	\$29.70
98	PVC, 2" SDR 13.5 CONDUIT	366	30	50		\$0.53	\$51.94
72	PVC, 2" SDR 13.5 CONDUIT	366	30	50		\$0.53	\$38.16
129	PVC, 2" SDR 13.5 CONDUIT	366	30	50		\$0.53	\$68.37
120	PVC, 2" SDR 13.5 CONDUIT	366	30	50		\$0.53	\$63.60
1	PVC, ELBOW, 2" SCH 40 90D	366	30	23		\$9.95	\$9.95
2	PVC, ELBOW, 2" SCH 40 90D	366	30	23		\$9.95	\$19.90
2	PVC, ELBOW, 2" SCH 40 90D	366	30	23		\$9.95	\$19.90
1	PVC, ELBOW, 2" SCH 40 90D	366	30	23		\$9.95	\$9.95
2	PVC, ELBOW, 2" SCH 40 90D	366	30	23		\$9.95	\$19.90

Total Estimated Material: \$649.30

Crew Days: 0.25  
Labor Unit Cost: \$1,882.00

Total Estimated Labor: \$470.50

Contract: \$4,359.91

Crew Days: 0.25  
Vehicle Unit Cost: \$590.00

Overhead: \$221.13

Vehicles: \$147.50

TOTAL ESTIMATE: \$5,848.34

CIAC: \$0.00

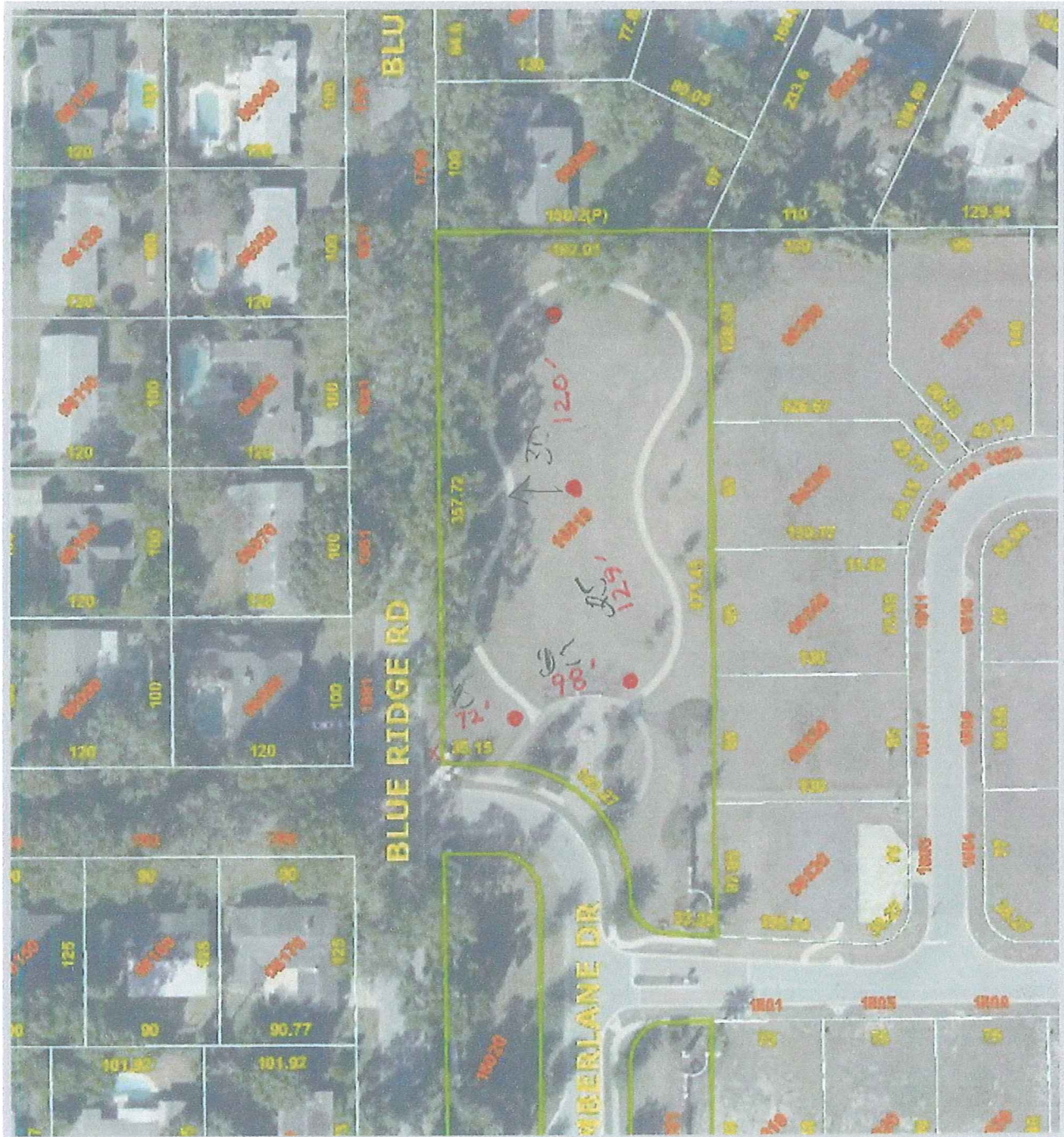
**TOTAL WORK ORDER COST: \$5,848.34**





OCPA Web MAP

PRINT CONTACT



Parcel ID: 302207125204160 (Rng-Twn-Sec format)

0  50 ft

This map is for reference only and is not a survey.

Created on 4/16/2010, Copyright 2007. Orange County Property Appraiser.

~~902110~~ 902210



## PERSONALIZATION

be specific

specify all upper case, italics, etc.

print EXACTLY what you want:

NO phone orders are accepted

3 lines, 42 characters per line

count all punctuation & spaces

# Personalized Park Bench

program

pay tribute to  
someone you love  
with a personalized  
memorial plaque  
on a park bench

## LOCATIONS

select only one

☐ Kraft Azalea Garden

☐ Trismen Park

☐ Park Avenue

(east side of avenue)

☐ Ward Park

☐ Other \_\_\_\_\_

## PRICING

subject to change

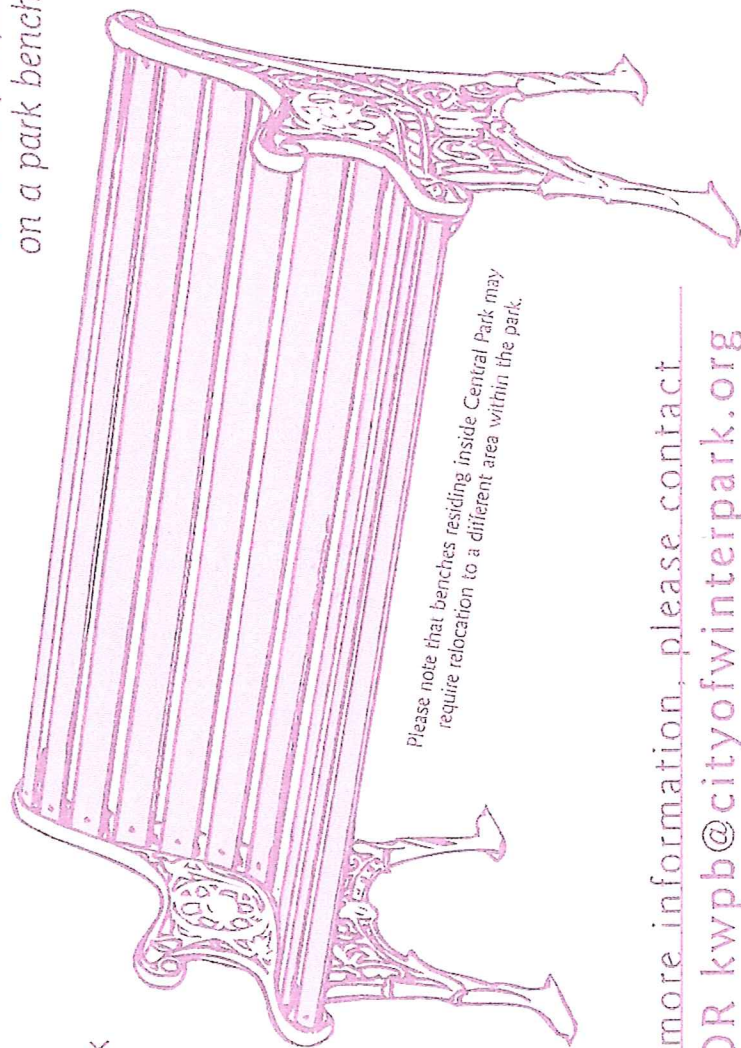
\$2500 includes factory-installed memorial plaque

make checks payable to

City of Winter Park



Allow 12-14 weeks for delivery once inscription is approved, and up to 4 weeks for installation.



Please note that benches residing inside Central Park may require relocation to a different area within the park.

for questions & more information, please contact

407-599-3364 OR [kwpb@cityofwinterpark.org](mailto:kwpb@cityofwinterpark.org)

# Timberlane

## 21<sup>st</sup> Annual Block

B

(With a DJ)

Visit with old friends and welcome so

**Sunday, November 8**  
**3:30 pm arrival / 4:00 meeting**

Location: At the park by entrance of our neighborhood  
~Rain or Shine~

9 d 3661 D87 p

Brief Informal Annual Meeting including:  
Winter Park Police & Fire Department

Catered by:

**4R Smokehouse in Winter Park**

Lemonade & Ice Tea and Beer will be provided

**Bring your favorite dessert (finger food style)**

Don't forget chairs & blankets /Games for the Kids are planned!

Cost- Adults \$10.00 / Kids \$5.00

**Checks payable to: Timberlane Shores**

Name \_\_\_\_\_ # of \_\_\_\_\_ Adults (\$10) \_\_\_\_\_ Kids (\$5) = Total \_\_\_\_\_

(Please choose one per person)

**Adult Meals:**

Beef Brisket \_\_\_\_\_  
Smoked Chicken \_\_\_\_\_  
Prized Pulled Pork \_\_\_\_\_

**Kids Meals:**

Hot Dog \_\_\_\_\_  
Corn Dog \_\_\_\_\_  
Chicken Fingers \_\_\_\_\_

**ADVANCE PAYMENT ONLY, BY FRIDAY, OCTOBER 30<sup>th</sup>!**  
**To: Beth Sheerin - (basket at the front door)**



**Timberlane Shores News**  
**September 2010**  
**Questions or comments? Please contact your block captain**

Autumn will soon be upon us, even though we can't tell quite yet what the temps in our Florida air. But at least we have been spared the winter - we'll keep our fingers crossed!

**Quarterly Neighborhood Meetings**

If you recall from reading past newsletters, the neighborhood block captains meet once a quarter to try to move forward on neighborhood business for their block.

As a reminder, this meeting is *not* an elected committee (we still do not have a Timberlane Shores Association president), and any resident who wants to attend is welcome. The meeting is used as a venue to discuss -- and eventually implement -- improvements in the security and aesthetics of our neighborhood from suggestions submitted by neighbors. Anyone who has a passion for a particular neighborhood improvement and is willing to volunteer time/talent to do some leg work (research costs, obtain approvals etc.) or help with a neighborhood project is encouraged to join the meetings; just contact your block captain and he/she will let you know when the next meeting is scheduled.

*Please print the attached updated Timberlane Contact List to ensure you have the latest contact information. Block captains -- please continue to send in updated information for any changes in neighbor contacts.*

**October Annual Meeting and Picnic**

The annual Timberlane Shores meeting and neighborhood picnic is being planned for a Sunday afternoon in October; we will be sending out more information soon. If anyone can help with the picnic preparations, please contact Beth Sheerin ([micbeths@aol.com](mailto:micbeths@aol.com)) or Kelly Arribas ([kellyarribas@aol.com](mailto:kellyarribas@aol.com)). We need tables, trash cans, activity coordinators etc.

**Volunteers Needed**

How do you improve your community? Volunteer of course! Neighborhood activities are possible only through dedicated volunteers. Instead of saying "I wish *someone* would -----", just do it! Let your block captain know if you are interested, and they will help get you started.

We are still looking for a group of neighbors to coordinate community activities such as:

- Halloween parade - afternoon at the park
  - Organize activities such as a costume parade around the park sidewalk, games/activities (bobbing for apples, guess the goo (eyeball, brains etc.), and themed snacks.
- Wine and cheese social
- Picnic in the park / Frisbee context
- Happy hour in the park
- New neighbor welcome
- Ladies night out

- Bunko
- *Anything* that will get the neighborhood social juices going!

### Santa is coming!

To tip off the volunteer spirit, Steve and Terri Rotz have kindly volunteered to organize a winter **holiday gathering**! Details will begin to unfold via e-mail in November, so mark your calendars and help us prepare for this fun event, including:

- The date/time Santa is scheduled to come to Timberlane Shores
- Lighting luminaries around the sidewalk in the park the night of the holiday party.
- We will be looking for volunteers to provide cookies and cocoa for a street party after the sleigh leaves town.

### Check out our new Facebook Page!!!!

Timberlane Shores is now on Facebook! To support neighbor requests to communicate neighborhood events and messages (other than the type generally posted in the newsletter or neighborhood watch), we now have a new venue.

Neighbors who are interested in posting messages, as well as seeing what's up in the hood, should go to Facebook, Timberlane Shores - Winter Park, Florida, and "like" it. Once you "like" it you can start posting. You can communicate information such as:

- Home for sale/rent
- Community events/gatherings
- Yard sales /stuff for sale
- Help needed (ie: babysitter, reliable plumber)

Since our important neighborhood-wide emails need to remain uncluttered, please use Facebook for issues you would like neighbors to know about. [Keep in mind though that *anyone* who wants to view the site can do so, so please don't share information that you don't want the world to see.]

**PS:** To make sure *all* neighbors are timely notified of neighborhood watch/security concerns, be sure to contact your block captain rather than post an issue on Facebook. If the issue is relevant to the entire community, the block captain will notify the e-mail distribution editor who will send out a message to the entire neighborhood via the distribution list.

### New Neighbor Welcome

Welcome to our new neighbors John and Sara Oleck and daughter Ella who will be moving to their new Virginia Dr. home after renovations are complete. Also, MC (MaryCurtis) and John Trbovich have moved to Arjay Way with their 3 month-old son and 3 year-old daughter.

Please stop by and say hello while out on your walks around the hood.

### Quarterly Meeting Summary

A group of interested neighbors / block captains met at Diane Kupfer's home in August to continue discussions on how to proceed on project suggestions submitted by various neighbors to enhance the security / update the look of Timberlane Shores. With so many suggestions on



the table (and limited funds in the treasury) we decided to focus on the projects that received the most "yes" votes in the neighbor straw poll that went out in July.

Feedback from the straw poll, in which replies were received from about 30% of homeowners, is as follows:

### Moving Forward!

1. **Add "up lights" in the park** around the walkway under the neighbors feel that additional lighting will enhance the beauty neighborhood, as well as provide additional safety to this ratl (42 yes; 14 no).
2. **Park Benches:** Benches with some minimal landscaping will friendly. [We will have to purchase the benches from the City city-owned property.] (37 yes; 20 no)

*With the overall majority vote saying "yes" to moving on discussions/research on the above projects, Susan Lewi prepare an application for a City of Winter Park neighbor considered for deserving neighborhood projects, to be awarded by the city each October. If we can get city funding, we will then send out a final vote asking neighbors for approval to spend Timberlane treasury funds to make up for the shortfall. We will include a cost estimate and implementation plan at that time.*

### Looking for volunteers to lead the following projects

The following project initiatives surprisingly received *very close votes* by Timberlane neighbors. To pursue these projects further, we need neighbors who are passionate about the project to volunteer as project leader to continue the pursuit of funding, obtaining neighbor final approval, and implementation. If you (or a group of neighbors) want to step up to the plate to take these projects on, please notify your block captain. We will then send out a notice to ask for project team volunteers. If there are no takers, then these projects will be tabled until interested is re-ignited in the future.

3. **Upgrade the stop sign poles** at Blue Ridge and Arjay. (34 yes; 33 no)  
This upgrade would further add to the brick column and brick entry street enhancements already provided by the Windsong development. The project leader will need to submit a proposal to the neighbors and petition for approval to spend neighborhood funds.
4. **Install security cameras** at the Blue Ridge/Arjay entrance (37 yes; 38 no). The equipment for this project is rather pricey, so funding is the key. In the mean time, have you seen the "cameras" on the brick columns? Please don't let the secret out, but they are fake cameras designed to deter criminal activity. Hopefully they will help reduce crime until we can get the real thing installed!
5. **Close the Blue Ridge entrance** (38 yes; 34 no) – this will be a lengthy project, working with the city for funding and design. Lots of details in this one, so until we get someone to take the lead, the entrance will remain as is.

Straw Poll



6. **Replace front entry wall** (30 replace; 27 leave as is; 10 remove and just landscape). We need a project lead to draw a design, get a cost estimate, and submit to the neighborhood for approval before this one will get off the ground. Any takers?
7. **Plant native plants @ brick wall entrance.** This project will be tabled for a time until we see if someone is going to champion the entry wall project. (No need to re-landscape the entry if the wall is going to be re-built.) If we don't get a volunteer, we will proceed on a plan to re-landscape the entry, which received a 50 yes, 9 no vote.

#### **Dues increase to be tabled for 2010**

Although the block captains thought it advantageous to raise the annual dues by \$15 in 2010 to bring in additional money to help fund the many project ideas submitted by neighbors, several neighbors were not in favor. So until we can demonstrate that the extra funds are needed to move forward on a specific improvement project, the 2010 dues will continue to be \$35. You will receive a note regarding the annual dues in the next few months from our new Treasurer, Pete Allport.

#### **In Closing**

Your block captain serves as the communication "go to person" for your street; please notify him/her with questions, comments, suggestions, or offers to volunteer.

Ellie Warner has agreed to host the next quarterly meeting. If you are interested in attending (and volunteering), contact your block captain who will tell you when the next meeting will be scheduled.

#### **Timberlane Shores Civic Association Mission** ***Your dues at work in our great neighborhood***

1. **Enhance safety through frequent communication with neighbors and Law Enforcement.**  
Research and discuss benefits of Neighborhood Watch/public safety expenditures.
2. **Enhance neighborhood physical features and friendly livability to attract and retain high quality neighbors.**  
Plan Neighborhood Watch events, neighborhood picnics/seasonal events, protect and improve our park and other locations as needed. Research and discuss benefits of related expenditures.
3. **Use Funds Wisely After Careful Research**  
Ensure expenditures fulfill our mission. Retain a financial cushion to cover unforeseen circumstances that may arise.



**robert lewis**

**From:** "Lynn Hctor" <lhctor@earthlink.net>  
**To:** "caroline munro" <carolinemunro@cfl.rr.com>; <anickerson9@gmail.com>; <AllisonMChambers@gmail.com>; <tanneriedl@yahoo.com>; <barbliston@hotmail.com>; <barry@chiefappraisal.com>; <bkupfer@cfl.rr.com>; <micbeths@aol.com>; <rfischer5@cfl.rr.com>; <bobs@vol.com>; <rlewis26@cfl.rr.com>; <brandinickerson@yahoo.com>; <c.t.hsu@cthsu.com>; <carmelmalesta@yahoo.com>; <katieuf@aol.com>; <cpierce4@cfl.rr.com>; <carey.phillips@gmail.com>; <cmccauley@cfl.rr.com>; <danasthomas@gmail.com>; <darrell.devaney@lpl.com>; <carolinemunro@cfl.rr.com>; <dew@certifiedslings.com>; <dkupfer1@cfl.rr.com>; <rsturn3@cfl.rr.com>; <esorrell@rollins.edu>; <dyllant@hotmail.com>; <esw@cfl.rr.com>; <nabnoles@yahoo.com>; <glenn.adams@hklaw.com>; <heatherstark@gmail.com>; <hnpallport@embarqmail.com>; <jjoyner004@cfl.rr.com>; <themuddells@cfl.rr.com>; <Jim.Hctor@lowndes-law.com>; <trubyi@aol.com>; <choppyll@aol.com>; <lynnfears47@hotmail.com>; <jdwhitley@earthlink.net>; <betseye@cfl.rr.com>; <jaf@cfl.rr.com>; <juliechampion@spherion.com>; <twc4074511984@earthlink.net>; <lhitchner@cfl.rr.com>; <lwalker@arden.com>; <lhctor@earthlink.net>; <wdcreeper@aol.com>; <mga835@cfl.rr.com>; <wheelspin987@aol.com>; <ibaileywp@aol.com>; <lcliff@mac.com>; <jimmievaught@cfl.rr.com>; <mjkf7000@aol.com>; <jaquiway@aol.com>; <4miles@cfl.rr.com>; <mjsew4fun@aol.com>; <pallport@flcb.com>; <petemalatesta@yahoo.com>; <kctobin1@aol.com>; <paminderman@aol.com>; <ria34@hotmail.com>; <annetteperry@cfl.rr.com>; <1851winchester@mix.com>; <bendixen@embarqmail.com>; <kellyarribas@aol.com>; <sstark@centralfloridasports.org>; <Johannaandscott@embarqmail.com>; <mstrickland5@cfl.rr.com>; <kmccrea@earthlink.net>; <goboo94@embarqmail.com>; <bernarda.karowski@hotmail.com>  
**Sent:** Friday, November 19, 2010 9:26 AM  
**Subject:** Timberlane Shores Newsletter

### Greetings Timberlane Shores Neighbors!

Fall is here. The cool days have finally arrived. This is our first newsletter as the new co-Presidents, so we wanted to take a moment to introduce ourselves to those of you who are new to the neighborhood or who we haven't met. We have both lived in Timberlane Shores for several years and are excited to give back to the neighborhood that has been so good to our families and us. Through the year, we will keep you updated through e-mail and Facebook about all things Timberlane Shores. Many thanks to our Block Captains and Treasurers who have kept things running smoothly over the past year and to Jody Whitley for her hard work maintaining and sending out our past newsletters and directories. From this time forward all directory and/or newsletter updates can be sent to [carolinemunro@cfl.rr.com](mailto:carolinemunro@cfl.rr.com) or [lhctor@earthlink.net](mailto:lhctor@earthlink.net). In the meantime, if you have any thoughts or ideas, please let us hear from you by phone, email, or in person. We hope everyone has a wonderful and safe Thanksgiving. Look forward to seeing you around the neighborhood!

Regards,

*Lynn and Caroline*

### Shores Newsletter - Fall 2010

#### NEIGHBORHOOD ASSOCIATION MEETING

On Monday, November 8, a neighborhood block captains meeting was held at Ellie Warner's house and new officers were appointed.

Our new co-Presidents are Lynn Hctor and Caroline Munro. Our co-Treasurers are Palmer Miles and Pete Allport. Our Block Captains will now serve as our Civic Association Board Members. Please refer to your directory for your block captains.

#### NEIGHBORHOOD PARK LIGHTING

Susan Lewis continues to work hard on preparing an application, due December 6, for a grant from the City of Winter Park. If the grant is awarded, it will fund up to \$4,000.00 for the much needed lighting in our neighborhood park. If we receive final approval through a neighborhood vote, our Treasury reserves will provide the remaining amount toward the lighting. This is Phase 1 of our park enhancements. We will continue to apply for more grants, as the city will allow, providing park benches and other enhancements to our neighborhood park.

#### 2010 ANNUAL DUES

You should have already received an email requesting payment of your 2010 annual dues of \$35. Please send them in to Palmer Miles or Pete Allport by December 10, 2010. Thank you!

#### SANTA IS COMING!

Thank you to Steve and Terri Rotz, who are organizing our winter gathering at the neighborhood park with Santa. We are planning on lighting luminaries around the sidewalk in the park the night of the holiday party and sharing some goodies and Christmas cheer. Stay tuned for a date and time and more specific information. We will be looking for volunteers soon to help with the event. As we receive

more information about Santa's visit, we will share it by e-mail and Facebook.

#### TIMBERLANE SHORES ON FACEBOOK

Don't forget to check out Timberlane Shores on Facebook for what's going on in the neighborhood. Neighbors who are interested in posting messages, as well as seeing what's up in the neighborhood should go to Facebook, Timberlane Shores - Winter Park, Florida, and "like" it. Once you "like" it you can start posting.

#### FRONT ENTRANCE MEDIAN

Some of you may have noticed that the median at the front entrance of Timberlane Shores Drive has been without plants and flowers for some time. We have looked into this and Windsong's Homeowners Association, which maintains this area, has informed us that their landscaping company will be planting something within the next couple weeks. Since they have changed their contract from perennials to annuals, the plantings have been removed around Windsong, but not totally replaced yet with annuals.

#### ENHANCING SIGNAGE ON BLUERIDGE

At the most recent meeting, Susan Lewis informed us that after checking with the city, it is just too costly to install any new signs along Blue Ridge at this time. However, as a more economical option we will soon be planting climbing vines that will hide the unsightly sign poles. We have checked with the city and it is okay to do as long as the sign itself is visible.

#### ENTRANCE AT BLUERIDGE

We will move forward in getting more bids for lighting the front entrance as well as adding sprinklers to this area.

#### BRIGHTHOUSE ISSUES

If you are experiencing intermittent sound breaks while watching TV or computer (sound goes out for split second every 30 seconds or so), please send an email to [carolinemunro@cfl.rr.com](mailto:carolinemunro@cfl.rr.com) and put "Brighthouse issues" in the subject line. We are trying to get Brighthouse to address this issue as a neighborhood instead of each household individually. Several of those who were at the recent neighborhood meeting said it was happening while watching Brighthouse channels, so we are trying to determine about how many neighbors are affected by this and what our next step should be. We will keep you updated as we find out more.

#### BE A THOUGHTFUL NEIGHBOR

- Please keep your dog on a leash and pick up after your dog around the neighborhood and in the park. (The newspaper wrapper makes a perfect picker-upper.)
- Please maintain your grass at a reasonable height (Winter Park municipal code is not in excess of 12 inches).

#### TIMBERLANE SHORES ANNUAL BLOCK PARTY 2011

Many of you have asked...when is the annual block party? This year it will be in the spring, on Sunday, April 17, 2011. We will send out more details through email and Facebook as we get closer to the date.

#### SHREDDER ANYONE?

Do you have any old documents/important papers/tax returns that you don't need anymore but do not want to throw in the trash? If we have enough people to participate, Shred-It will bring the big shredder truck through the neighborhood for a reasonable fee - Cool! Send an email to [carolinemunro@cfl.rr.com](mailto:carolinemunro@cfl.rr.com) if you are interested and put "shredder" in the subject line.



**robert lewis**

**From:** "Jeffrey Blydenburgh" <jeffreyblydenburgh@mac.com>  
**To:** "robert lewis" <rlewis26@cfl.rr.com>  
**Cc:** "Lindsay Hayes" <Lhayes@cityofwinterpark.org>; "Carl Ca  
<dawn@adhetzer.com>  
**Sent:** Thursday, October 21, 2010 12:05 PM  
**Subject:** Re: Lights in the park...

Susan, I recall our conversation regarding the lights. I believe I s  
use our meter as a source, since it is there in the park; however, v  
your share of the monthly bill. Perhaps you would be able to hav  
the monthly cost so we have an idea of what are respective share

Jeffrey

On Oct 21, 2010, at 9:54 AM, robert lewis wrote:

Morning Jeffrey,

I met with Lindsey Hayes regarding the WP Grant application to light the park.

I mentioned your offer for adding the lights to your meter and paying the monthly bill. (We, Timberlane Shores, would be responsible for all maintence of the lights.)

Lindsey suggested getting a memo from you addressing that matter and including it in our application.

Would you do so? Either to my e-mail or home @ 1820 Winchester Dr. 32789.

Thank you,  
Susan Lewis

← D  
Shows Windson  
is aware of  
and O.K. with  
project.

# Lighting Committee

E

Susan Lewis

1820 Winchester Dr

407-628-1188

Diane Kupfer

1841 Blue Ridge

407-647-7199

Lynn Hoctor

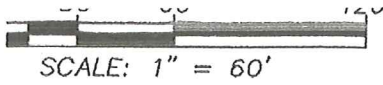
1891 Winchester Dr.

407-644-2852

Caroline Munro

1871 Winchester Dr.

407-647-9346



SCALE: 1" = 60'

TIM

LOT 4  
BLOCK "F"

LOT 3  
BLOCK "E"

SOUTHWEST CORNER OF  
LOT 6, BLOCK E,  
TIMBERLANE SHORES  
(P.B. V, PG. 45)

LOT 5  
BLOCK "F"

120.00'

25' D.E.  
10' UTILITY/WALL  
EASEMENT

10' U.E. =  
5' -

36

LOT 6  
BLOCK "F"

TIMBERLANE SHORES  
(P.B. V, PG. 45)

BLUE RIDGE ROAD  
(60' R/W)  
(P.B. V, PG. 45)

354.71'

TRACT 'P-19'

PARK, DRAINAGE AND LANDSCAPE

S89°27'48"W 126.67'

35

LOT 7  
BLOCK "F"

30.00'

N00°42'37"W

S89°27'48"W 130.77'

34

LOT 8  
BLOCK "F"

20' D.E.

471.43'

N89°27'48"E 130.00'

33

ARJAY WAY  
(60' R/W PER PLAT)  
(P.B. V, PG. 45)

EAST RIGHT-OF-WAY LINE OF  
BLUE RIDGE ROAD

POINT OF BEGINNING  
TOGETHER WITH

S89°57'56"W  
35.15'

U.E./L.E./S.W.E.  
WIDTH VARIES

N90°00'00"W  
38.32'(NR)

N45°00'00"W  
52.56'

N89°27'48"E 130.00'

32

SEE DETAIL 'A' ON  
SHEET 3 OF 3

10'  
U.E./L.E.,  
S.W.E.

LOT 17  
BLOCK "H"

271.87'

34.44' PC  
N89°57'56"E

241.35' PT

SOUTHERLY R/W LINE  
OF TIMBERLANE DRIVE

(A)

(B)

(C)

(D)

(E)

(F)

(G)

(H)

(I)

(J)

(K)

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(KI)

(KJ)



**robert lewis**

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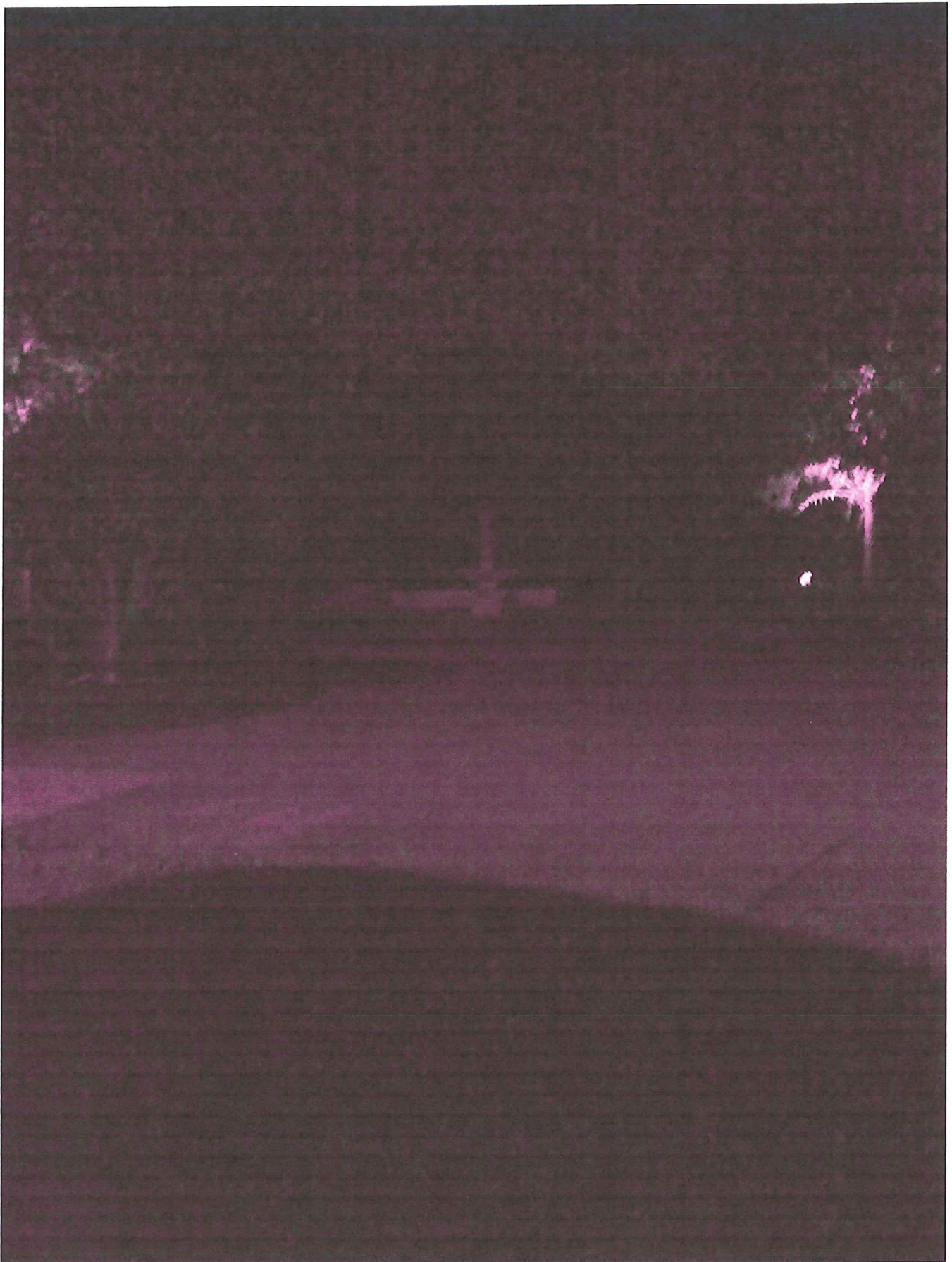
**From:** <4077195079@mms.att.net>  
**To:** <rlewis26@cfl.rr.com>  
**Sent:** Wednesday, November 17, 2010 6:47 PM  
**Attach:** IMG\_0007.JPG

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11/17/2010







**robert lewis**

---

**From:** <4077195079@mms.att.net>  
**To:** <rlewis26@cfl.rr.com>  
**Sent:** Wednesday, November 17, 2010 6:48 PM  
**Attach:** IMG\_0009.JPG

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11/17/2010





Timberlane Shores Civic Association  
Statement of Activities and Cash Balance  
Year Ended December 31, 2009



Revenues:

Association dues ( 87 of 109 homes)  
Interest

\$ 3,423.00  
131.50

Total revenues

3,554.50

Expenses:

Block party, net  
Grounds maintenance  
Landscaping  
Miscellaneous  
Postage  
Printing

661.38  
-  
285.89  
41.63  
15.84  
17.90

Total expenses

1,022.64

Net revenues over expenses

2,153.72

Cash balance at December 31, 2008

9,203.17

Cash balance at December 31, 2009

\$ 11,356.89



City of Winter Park  
Neighborhood Council Matching Grant Program  
2010 Application

Applicant: Orwin Manor Association  
(Neighborhood Association Name)

Project Title: Orwin Manor Association Website

1) APPLICANT INFORMATION:

Project Contact: Stephen Pategas

Contact's Title: Board member

Address: 1425 Berkshire Ave WP 32789

Telephone: 407.622.4885 FAX: 622.4887 E-mail: info@orwinmanor.org

A) Define Neighborhood Boundaries:

South: Clay & Orange East: RR tracks & Norfolk  
North: Harman  
West: Clay

B) When was Association formed: 1983

C) Number of households in Association: 57

D) Does Association have elected leaders? Yes

E) How often are elections held? Annually

F) State frequency of meetings: One annual, 6 board per year

G) Is the Association a mandatory Homeowner's Association recorded with a subdivision or condominium association? no

H) Is the Association a voluntary organization? yes

I) Applicant's Grant History: Has the applicant received previous grant assistance from the City of Winter Park? If yes, specify the year, project name and amount of the award.

YEAR	PROJECT NAME
	• 1998 W.P. Gateway \$5,000 (returned to city)
AWARD	• 2007 Neighborhood Identity Signs \$5,000
	• 2008 " " " "

J) List Officers and Major Committees:  
(or attach a list)

Attached as Attachment H

Applicant Signature Stephen G. Pategas Date 12/3/10

Organization President's Signature [Signature] Date 12/4/10

**2) PROJECT INFORMATION:**Grant Amount Requested: \$325- Proposed Match: \$325-Project Location: InternetProperty Ownership: Domain name owned by Orwin Manor Assoc.

A) Describe the project for which funding is requested. Include details of each element of the project such as type and number of plants, irrigation, construction, electrical work, etc.

Update the current [www.orwinmanor.org](http://www.orwinmanor.org) website to allow the following:

- Expansion of the number of pages to allow posting of social event photos and show historic homes in Orwin Manor.
- Updating of the site using an administration control panel that can be used by a number of Orwin Manor members as opposed to the current one member.
- A more streamlined website with more content that can be updated in a more timely manner.

... current version ...  
created with outdated technology and can only be updated by one person who is too busy to work on it.

Meanwhile the site needs new pages and features so we can post pictures from our social events and add a historic homes section.

A new website will include an administration function to allow a number of authorized members to update the site regularly.

Residents of Orwin Manor and Winter Park will then have updated information available at all times.

BUDGET ITEM DESCRIPTION	BUDGET ITEM COST
Web site w/ admin. function	\$ 650.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>TOTAL PROJECT COST</b>	\$* 650.00
<b>YOUR TOTAL CONTRIBUTION</b>	\$ 325.00
<b>Matching Contribution Explanation</b>	
Cash <u>325.00</u>	
Volunteer hours value** <u>NA</u>	
Donated materials and services value <u>NA</u>	
<b>REQUESTED GRANT FUNDS</b>	\$*** 325.00

\*The total project cost must equal the matching funds, volunteer hours, donated materials and services plus the grant fund request.

\*\*Non-professional volunteer hours are valued at \$8.00 per man-hour (40 hours maximum). Volunteer hours may not be counted toward project planning or administration.

\*\*\*Requested grant funds may not exceed \$4,000.00.



### Attachment Checklist

**Please read carefully, each applicable item is mandatory for grant consideration. Any missing attachment can cause your application to be denied. Be sure the applicant name and project title is on each individual sheet.**

☒ **Attachment A:** Estimate copies (three estimates for each project element).

☒ **Attachment B:** Supporting documentation of association organization indicating when the association was formed. Association must have been organized for a minimum of three months before grant deadline.

☒ **Attachment C:** Letters/petitions in support of the project from a majority of the individual association members and signed neighborhood donation and volunteer hour pledge sheets. Include letters documenting in-kind material or services.

☒ **Attachment D:** Written permission of property owner(s) of the project site with original signature(s) if applicable. This includes private property, permission to use DOT right-of-way, City right-of-way or park property.

☒ **Attachment E:** List of project committee members, addresses and telephone numbers. (Minimum of three committee members).

☒ **Attachment F:** Photographs of existing conditions, scaled site plans, elevations, sketch plans and/or drawings.

☒ **Attachment G\*:** Copy of current and previous year's operating budget.  
\*Mandatory Homeowner and condominium associations only.

**Please do not bind your application packet because multiple copies will be made for the staff and review committee. Retain a copy of the application for your association's records.**

Please submit your application with original signatures to:

Attention: Lindsey Hayes, AICP, Senior Planner  
City of Winter Park  
Planning Department  
401 Park Avenue, South  
Winter Park, Florida 32789

If there are any questions about eligibility, project proposals, completing the application form, or participating on the Neighborhood Council, please contact Lindsey Hayes, Planning Department, 401 Park Avenue South, Winter Park, FL 32789 (407) 599-3498 or via email at [Lhayes@cityofwinterpark.org](mailto:Lhayes@cityofwinterpark.org).

## ATTACHMENT A

## PROPOSALS (attached)

WCL Technologies	\$650*
Dougherty Group	\$2,200
Cloud Nine	\$2,500

\*Selected contractor

## O.M.A. Web Site Proposal



Submitted by:  
Gaelan Adams  
WCL Technologies  
10151 University Blvd #335  
Orlando, FL 32817  
407-222-2314  
Gaelan@WCLtech.com

**Confidential WCL Technologies Proposal****Summary**

WCL Technologies proposes to build the Orwin Manor Association web site as contacted by Stephen Pategas on October 5th, 2010. This project will be completed in two phases - a "discovery phase" and a "production phase".

The discovery phase of the project will be an effort to fully understand and document the sale process, business process, technologies and methodologies used by Orwin Manor Association to create a sustainable community. The result of this phase will be a contractor-independent document that details the data and functionality of the project primarily utilizing the knowledge gained to help plan and design an effective web site for O.M.A.

The production phase will take the results of the discovery phase and implement them as required utilizing the Drupal Content Management Framework.

Our expert team of developers has the superior skills and extensive experience to complete the project on time and within budget. We will use the latest version of Drupal as well as battle-tested contributed modules and methods to ensure the final product is stable, scalable, and easily upgradable.



## Confidential WCL Technologies Proposal

**Proposed Budget**

The proposed budget for this project is broken down into three phases: discovery, production, and optional. A contingency fee has been added to the production and optional phases as a way for estimate additional time needed for last minute changes and unforeseen obstacles. *Should this extra time not be needed, it will not be charged.*

The estimate is broken down by sub-task to the best of our ability with our current knowledge of the project. Should a subtask take substantially less time than estimated, only actual hours will be charged.

The discovery phase is a short term period where we will work with O.M.A. members to fully understand and document the desired functionality of the website.

The production phase is a longer and more comprehensive phase where the vast majority of the work to build the site will take place. The estimate for this phase is complete.

This project does not require a optional phase.

Task	Subtask	Hours	Rate	Cost
Discovery Phase	Obtain marketing materials	1		
	Meeting with Clients	1	\$65.00	\$130.00
Theme/UI	Create Wireframes	1		
	Create Mockup	1		
	Theme Content Types, Views	2	\$65.00	\$260.00
Creation	Content Types	1		
	Views	1		
	Contact Forms	1	\$65.00	\$195.00
Customization	Customize SEO	.25		
	PathAuto	.5		
	User Profiles	.25	\$65.00	\$65.50
Server Side	Configure DNS	1		
	Configure client server	3		
	Configure E-Mail Accounts	1	\$65.00	Free
Training	Train appropriate staff	8	\$100.00	Free
Contingency		0	\$65.00	\$0.00
	<b>Total</b>	<b>10</b>		<b>\$650.00</b>

4 pages



The  
Dougherty  
Group

www.thedocgroup.com

The Dougherty Group  
1446 Berkshire Avenue  
Winter Park, FL 32789

(407) 539-0150  
mail@thedocgroup.com

### Consulting Agreement

Agreement made this day of \_\_\_\_\_, by and between

Jim Dougherty

\_\_\_\_\_  
\_\_\_\_\_

The Dougherty Group, LLC

\_\_\_\_\_  
\_\_\_\_\_

Orwin Manor Homeowners Association

The Dougherty Group, LLC (TDG) is an independent contractor willing to provide certain skills and abilities to the Client that the Client has a need for. In consideration of the mutual terms, conditions and covenants hereinafter set forth, Client and Consultant (The Dougherty Group).

1. *Independent Contractor:* The Client hereby employs TDG as an independent contractor, and TDG hereby accepts the contract. TDG shall perform the agreed upon services on a "best effort" basis only. TDG may engage in other business activities provided, however, that TDG shall not during the term of this agreement solicit Client's employees or accounts on behalf of TDG or another entity. TDG is an independent contractor and nothing contained within this agreement shall be deemed or interpreted to constitute TDG as a partner, agent, or employee of the Client, nor shall either party have any authority to bind the other.
2. *Effective Date:* The term of this Agreement shall commence on \_\_\_\_/\_\_\_\_/\_\_\_\_. After thirty (30) days of the term, either party may, without cause, terminate this Agreement giving ten (10) business days written notice to the other, and the TDG (Consultant) shall return funds representing the unused portion of any prepayment within ten (10) working days.
3. *Compensation:* Client shall pay to TDG (Consultant) and TDG (Consultant) shall accept from the Client as compensation for all services to be provided pursuant to this Agreement, in accordance with the terms set forth in Schedule "B" attached hereto. TDG (Consultant) will render invoices for services rendered net ten (10) business days. If Client shall fail to pay for the services within the above time, TDG (Consultant) shall be entitled to a service charge of 2 % per month on the unpaid balance, computed on the daily balance outstanding. In the event the unpaid account is turned over for collection, Client shall be responsible for all TDG's (Consultant's) costs, services charges, and expenses (including reasonable attorneys' fees) associated with the collection, in addition to the unpaid balance.
4. *Services:* TDG agrees to perform the services listed in Schedule "A" ("Services") attached hereto. TDG shall devote such time, attention and energies as required.

For more information please check-out our web site at <http://thedocgroup.com>  
Please also feel free to phone us at (407) 539-0150 or email us at mail.thedocgroup.com

December 6, 2010  
Page 2

5. *Other Terms and Conditions:* TDG shall notify the Client promptly of any expected delay in performance of services. However, TDG shall not be liable for delays in performance beyond its reasonable control. TDG agrees to perform the service with professional care, skill, and diligence in accordance with the standards and quality usually and customarily provided by TDG to its client's.
6. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the change is communicated in writing and signed by both parties.
7. *Transfer:* Neither party may assign this Agreement to a third party without the express written consent of the other party.
8. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified or Registered Mail - Return Receipt Requested, postage pre-paid, addressed to the party's last known address.
9. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, County of Orange.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date first above written.

By: \_\_\_\_\_  
Print Name: Jim Dougherty  
For: \_\_\_\_\_  
The Dougherty Group

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
For: \_\_\_\_\_  
(Client)

December 6, 2010

Page 3

### Schedule "A"

This agreement for consulting services is between The Dougherty Group, LLC (Consultant) and Orwin Manor Homeowners Association (Client).

#### Services

Client hereby agrees to utilize the Consultant to perform the following consulting services:

- Meet with Orwin Manor Board Members to define desired outcome for the new Orwin Manor Homeowners Association Website and set expectations.
- Develop new website framework utilizing a 'Open Source' framework. This framework will be "DotNetNuke" for ease of implementation, maintenance, and enhancement.
- Implement a Adobe 'Flash' framework
- Port all existing site content into the new framework
- Train webmaster in the DotNetNuke development tools
- Release completed site to the Orwin Manor Homeowners Association

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

Print Name: Jim Dougherty

For: \_\_\_\_\_

The Dougherty Group

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

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

For: \_\_\_\_\_

Orwin Manor Homeowners Association



December 6, 2010

Page 4

### **Schedule "B": Consultant Compensation**

The Dougherty Group (TDG) (Consultant) will provide the services to the Client as detailed in Schedule "A".

Retainer amount \$ 0      Expense amount \$ 0

The Client hires The Dougherty Group to do the work required and agrees to the following payment schedule:

TDG will perform the work for the Client, at the rate of \$2,200 and for a total amount not to exceed \$ 2,200.

TDG agrees not to surpass the maximum stated amount, except as provided that the Client and the TDG mutually agree in writing to modify the stated amount.

**Client Changes:** In the event that Client changes, alters, amends, or modifies any materials, documents or other work product prepared by Consultant, Consultant shall not be responsible or liable for the consequences of such action on the part of the Client.

**Expenses:** The Client shall reimburse The Dougherty Group for all reasonable and necessary costs and expenses, incurred in connection with the performance of the Services, such as travel, lodging, food or other expenses incurred. All local travel (car) expenses will be reimbursed to Consultant at the rate of \$0.52 per mile. All other reimbursable expenses in excess of \$\_\_\_\_\_ will be subject to pre- approval, in writing via FAX or other method of transmission, by Client. Any individual reimbursable expenses in excess of \$25.00 must be substantiated by written receipt (e.g. American Express Charge voucher, Visa, etc.)

#### **Payment.**

- a. The Dougherty Group (TDG) will submit to the Client at the completion of the activities defined in Schedule A. The standard invoice terms shall be net 10 days after issuance. Invoices unpaid after four weeks from issuance shall accrue interest at the rate of 2% per month, from the date of issuance to the date payment is received.
- b. If any error, discrepancy, or dispute is identified by Client on a TDG invoice, the disputed amount may be withheld from the total invoice amount, provided that Client shall timely pay all undisputed amounts. Client shall promptly notify TDG of any disputed amounts and of all of the facts pertaining to such amounts and the parties will use their best efforts to resolve the dispute as promptly as possible.
- c. The Dougherty Group, LLC shall be responsible for payment of all taxes (federal, state, and local) that may be due upon its compensation.
- d. Client shall deposit with The Dougherty Group a retainer to secure payment for Services rendered by TDG. In the event that any amount due and payable to TDG is not paid when due, then Consultant may deduct any such amount from the retainer and require that the retainer be restored. TDG at their option may not be required to perform any further work for Client until the retainer is restored. Client may apply the retainer or portion thereof against amounts owed under the final invoice issued by TDG, and the balance of the retainer, if any, shall be returned to the Client. Any interest which may accrue on the retainer shall be retained by TDG. In the event that all amounts due and payable to TDG are paid when due, then the full amount of the deposit shall be refunded to the Client upon the expiration or termination of this Agreement.
- e. TDG shall not be required to perform any work for Client when any amount due and payable hereunder by the Client shall be in default.

By: \_\_\_\_\_  
Print Name: Jim Dougherty  
For: \_\_\_\_\_

The Dougherty Group

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
For: \_\_\_\_\_

Orwin Manor Homeowners Association







Attachment B  
(3 pages)

# ORWIN MANOR ASSOCIATION

## BY-LAWS

### **Article 1, Name**

The name of this organization is the Orwin Manor Association (OMA).

### **Article 2, Object**

The object of the OMA is to maintain and improve the quality of life of the residents of Orwin Manor.

### **Article 3, Membership**

The membership shall consist of the dues paying residents of the Westminster section of Orwin Manor and those Winter Park residents of Leith, Norfolk and Westchester Avenues within the Stratford Section of Orwin Manor. Each member household shall have one vote in OMA affairs.

### **Article 4, Board of Directors and Officers**

**Section 1.** The administration of affairs of the OMA directors shall be entrusted to a Board of Directors, composed of thirteen Directors, who shall be elected by the OMA to serve for two years, or until their successors are elected or appointed. Their terms shall start at the special board meeting. Directors may be elected to succeed themselves and must be current in payment of association dues.

**Section 2.** The officers of the OMA shall be a President, Vice-President, Secretary and a Treasurer, who shall be elected annually by the Board of Directors from its own members at a special board meeting as soon as possible and within two weeks of the annual meeting. Officers shall serve until their terms expire at the following special board meeting.

**Section 3.** The President shall have general supervision of the affairs of the OMA and preside at all meetings of the OMA and Board. The President shall, together with the Secretary or Treasurer, sign all written contracts and obligations of the OMA and perform such other duties as the Board may determine.

**Section 4.** The Vice-President shall, in case of the absence or disability of the President for any cause whatever, exercise all the rights, possess all the prerogatives and perform all the duties of the President.

**Section 5.** The Secretary shall record the proceedings of the OMA and Board, conduct correspondence, notify Directors of upcoming meetings and submit such reports as may be necessary to the Board and to the OMA at its meetings.

**Section 6.** The Treasurer shall have charge of the funds of the OMA under the direction of the Board and shall make collections and disbursements on vouchers and render quarterly reports and such special reports as may be called for by the Board. The Treasurer shall collect the dues of the OMA and keep the necessary records of such payments. The accounts of the Treasurer shall be submitted for audit to the Finance Committee annually and at such other times as the Board may direct. In the Treasurer's absence the President shall have the authority to make disbursements.

**Section 7.** The Board of Directors shall fill vacancies on the Board. The Directors so selected shall serve during the remaining part of the term of the person replaced. Directors are required to attend a minimum of four regularly scheduled board meetings during each one-year term. Directors must also be in compliance with city/county rules and regulations without outstanding fines or fees. A majority vote of the board at a board meeting with a quorum may remove a member for failure to meet any of the above requirements. A Director who plans to be absent from a meeting shall report to a member of the Executive Committee prior to the meeting.

**Section 8.** Directors shall either vote in person at a meeting or provide a vote by proxy delivered to an officer.

#### **Article 5, Committees**

**Section 1.** There shall be an Executive Committee consisting of the President, Vice-President, Secretary and Treasurer. The President shall be Chairman of the Executive Committee.

**Section 2.** As soon as practicable after the special board meeting, the President shall appoint from the OMA membership the following Standing Committees with at least one Director on each committee:

Crime Prevention  
Finance/Fundraising  
Historical  
Hospitality  
Community Affairs/Beautification  
Public Relations/Newsletter  
Transportation/Traffic

Committee members shall serve until their successors are designated.

The members of each committee shall appoint a chairperson from amongst themselves. The Board will direct and appoint from its members an ex-officio member to each committee.

#### **Article 6, Duties of Committees**

**Section 1.** The Executive Committee shall have the authority by unanimous vote, during the intervals between the meetings of the Board, to exercise all of the Board's powers and functions, provided that full reports of all such proceedings shall be made at the next regular meeting of the Board.

**Section 2.** The Crime Prevention Committee will act as a liaison with the Neighborhood Watch and consist of at least three members. It shall keep the Board informed of Neighborhood Watch activities and report on neighborhood security concerns.

**Section 3.** The Finance/Fundraising Committee shall consist of at least three members. It shall act as an advisory committee to the Board on all financial matters. It shall audit the accounts of the OMA Association annually or as required by the Board. It shall organize fundraising events and membership drives as required.

**Section 4.** The Historical Committee shall consist of at least three members and shall seek historical documents, photos, and interviews. It shall maintain a collection and/or scrapbook of the items listed above.

**Section 5.** The Hospitality Committee shall consist of at least three members. Its duties shall include the planning of social events and the welcoming of new neighbors.

**Section 6.** The Community Affairs/Beautification Committee shall consist of at least three members. It shall act in an advisory capacity to the Board, reporting all known or proposed legislation by the City, County or State, which could affect the OMA and on the general maintenance services required of the municipal authorities to preserve the beauty and safety of the neighborhood (street repair, lighting, tree maintenance, signs, The Park at Orwin Manor, etc.). It shall apply for appropriate grants to benefit Orwin Manor.

**Section 7.** The Public Relations/Newsletter Committee shall consist of at least three members and shall oversee the reproduction and distribution of meeting notices, newsletters and any publications that may be authorized by the Board. They shall also be responsible for press releases and the placing of ads.

**Section 8.** The Transportation/Traffic Committee shall consist of at least three members and shall attend meetings and report on all matters relating to all modes of transportation and traffic impacts on Orwin Manor.



**Article 7, Finances**

The fiscal year of the OMA shall begin on the first day of January.

**Article 8, Nominations and Elections**

**Section 1.** The Directors shall be elected annually, by ballot at the annual meeting of the OMA. Their terms shall start at the special board meeting following the annual meeting.

**Section 2.** The Board of Directors shall act as a nominating committee and shall nominate candidates for the Board as needed to fill vacancies and/or expiring terms and report the nominees at the annual meeting. The President shall call for nominations from the floor at the annual meeting. The Board shall be composed of thirteen Directors.

**Section 3.** Voting by OMA members shall be on the basis of one vote per household. Joint deeds represent one vote only.

**Section 4.** Following the annual meeting election, the Board shall nominate new officers and present the slate at the special board meeting.

**Article 9, Meetings**

**Section 1.** The annual meeting of the OMA shall be held in April of each year. Ten (10) voting member households shall constitute a quorum.

**Section 2.** Special meetings of the OMA may be called by the Board or by the President and three Directors.

**Section 3.** The regular meetings of the Board shall be held every other month. Special meetings may be held at the call of the President or on notice signed by four Directors. Six Directors or 50% of the current directors, whichever is less, shall constitute a quorum. Proxy votes shall not count towards a quorum.

**Section 4.** A special board meeting for the election of officers shall be held as soon as possible and within two weeks of the annual meeting.

**Section 5.** Roberts' Rules of Order shall be the parliamentary guide and govern the proceedings of the Board and the OMA when not in conflict with the specific provisions of these by-laws.

**Article 10, Dues**

Each household in Orwin Manor shall be a member of the OMA if it has paid annual dues as set by the Board.

**Article 11, Amendment Procedures**

Upon a minimum two week notice the by-laws may be amended, altered or rescinded by a majority vote of those Directors present at any regular or special meeting called for that purpose.

Adopted: October 15, 2002

**ATTACHMENT C**

The Orwin Manor Association Board of Directors voted to proceed with a grant application for the Improvement of the website at their October meeting.

The OMA membership was polled by email for their support of the project and grant application. It was overwhelmingly approved. Emails received in support can be forwarded upon request.

No In-kind letters of support or donations are required. Funds already on hand cover the expenses.

## ATTACHMENT E

## GRANT COMMITTEE MEMBERS

<u>MEMBER</u>	<u>HOME</u>	<u>WORK</u>	<u>FAX</u>	<u>E-MAIL</u>
Suzan Goldin	629.2464	420.5423	420.5768	1400 Pelham Rd, WP sgoldin1@cfl.rr.com
Stephen Pategas	622.4885	622.4886	622.4887	1425 Berkshire Ave, spategas@hortusoasis.com
Penny Potter	645.1892			1360 Canterbury Rd, potterkaos@aol.com

Attachment H

<b>ORWIN MANOR ASSOCIATION</b> <b>2010 BOARD OF DIRECTORS, OFFICERS AND COMMITTEES</b>
---

**ORWIN MANOR ASSOCIATION BOARD OF DIRECTORS ( term expires Jan 2011)**

MEMBER	HOME	WORK	FAX		E-MAIL
Dianne Bean (Jim)	645.3433		645.3486	1446 Berkshire Ave, WP	beanlucky@aol.com
Cathey Bowers (Sam)	644.6837			1500 Berkshire Av, WP	catheyb48@yahoo.com
Carol Card (Harold)	895.0568	644.1814*	628.2811	1845 Borkshiro Ave, WP	eyeglasses180@aol.com
Jim Dougherty (Diane)	398.1312			1466 Berkshire Av, WP	jimdoc@mindspring.com
Suzan Goldin	629.2464	420.5423	420.5768	1400 Pelham Rd, WP	sgoldin1@cfl.rr.com
Alan Hatchitt (Gerry)	628.5599		774.7088	1532 Berkshire Ave, WP	ahatchitt@maroon.net
Bryan Johnson (Cheryl)	637.5028			1621 Westchester Ave., WP	BJohn1621@aol.com
Lee Maynard (Judy)	622.6653			1531 Berkshire Ave., WP	Improspect@aol.com
Stephen Pategas (Krstln)	622.4885	622.4886	622.4887	1425 Berkshire Ave, WP	spategas@hortusoasis.com
Penny Potter	645.1892			1360 Canterbury Rd, WP	potterkaos@aol.com
Eric Putt (Melissa)	227.8772			1523 Berkshire Ave., WP	erlcputt@gmail.com
Jean Slegfried	644.7213	894.2521		1321 Suffolk Rd, WP	jspdq1@aol.com
Beth Unkefer (John)	539.2453			1475 Borkshire Ave., WP	beth.unkefer@nnnreil.com

Note: Winter Park zip code →32789 / Orlando zip code →32803 All area codes are 407 unless shown otherwise

**Officers:**

President – Penny Potter

Secretary – Beth Unkefer

Vice president – Bryan Johnson

Treasurer – Alan Hatchitt

**Committees:** (Minimum of three OMA members with minimum of one of them a Director unless ad hoc, Chairperson shown with \*)**Crime Prevention**

Penny Potter

Jean Slegfried

Suzan Goldin

**Corporate Sponsorships (ad hoc)**

Stephen Pategas

**Finance/Fundraising**

Dianne Bean

Lee Maynard

OPEN

**Historical**

Dianne Bean

Stephen Pategas

Carol Card

**Board Meetings Tuesdays at 7:30 (location)**

April 20 (Suzan Goldin)

June 15 (Jim Dougherty)

August 17 (Carol Card)

October 19 (Stephen Pategas)

Dec 14 (Lee Maynard)

(See addresses above)

**Hospitality** (all board members are asked to help with at least two events each year.)**Events (organizers)**

Mardi Gras/St. Patrick's Day - Sun 3/28 (?)

Summer Luau - Sun 6/27 (?)

Oktoberfest - Sat 10/9 (Stephen/Jim)

Groat Pumpkin Judging - Fri 10/29

Witches Walk - Sun 10/31 (Penny/Suzan)

Garage Sale - Sat 11/6 (Stephen)

Luminaries - Fri 12/24 (Stephen)

Annual Meeting - Tues 1/18/11 (Penny)

Home &amp; Garden Tour – TDB

**Community Affairs/Beautification/Gardening**

Stephen Pategas

Penny Potter

Cathey Bowers

**Public Relations/Newsletter/Website**

Stephen Pategas\*

Alan Hatchitt

Jean Slegfried

Sherry Cappabianca

**Transportation/Traffic**

Alan Hatchitt

Dianne Bean

OPEN

**Home & Garden Tour Committee (ad hoc)**

Suzan Goldin\*

Penny Potter

Jean Slegfried

Mary Soule



- B) List who will be responsible for each project element (i.e. Consultant, city staff, contractors, volunteers) and their telephone numbers. If city staff involvement is proposed, please obtain written agreement from the appropriate city department.

<u>Project Element</u>	<u>Responsible Party</u>	<u>Phone #</u>
Web site development w/ admin. function	WCL Technologies (Gaelan Adams)	407.222.2314
Coordination	Stephen Pategas / OMA Volunteer	407.622.4885

- C) What is the anticipated annual cost of maintenance of the completed project if applicable and what is the source (i.e. association dues) of maintenance funding? Grant funds may not be used for maintenance or repairs.

Approximately \$100 per year for domain registration and web site hosting paid by association dues and corporate sponsorships.

- D) In the space provided below, give a brief description of the benefit this project will provide for neighborhood residents and for the City of Winter Park.

The current website [www.orwinmanor.org](http://www.orwinmanor.org) was created with outdated technology and can only be updated by one person who is too busy to work on it.

Meanwhile the site needs new pages and features so we can post pictures from our social events and add a historic homes section.

A new website will include an administration function to allow a number of authorized members to update the site regularly.

Residents of Orwin Manor and Winter Park will then have updated information available at all times.

**City of Winter Park  
Neighborhood Council Matching Grant Program  
2010 Application**

**Applicant:** Quail Hollow Homeowners Association  
(Neighborhood Association Name)

**Project Title:** Brick wall pressure wash

**1) APPLICANT INFORMATION:**

**Project Contact:** Tom Shutt

**Contact's Title:** resident and trustee

**Address:** 2010 Brandywine Drive

**Telephone:** 407-645-2227 **FAX:** \_\_\_\_\_ **E-mail:** nshutt@embaymail.com

**A) Define Neighborhood Boundaries:**

Winter Park Road - Glenridge Way  
Mallard Circle - Wing Lane

**B) When was Association formed:** 1974

**C) Number of households in Association:** 95

**D) Does Association have elected leaders?** yes

**E) How often are elections held?** Annually

**F) State frequency of meetings:** 6 times a year

**G) Is the Association a mandatory Homeowner's Association recorded with a subdivision or condominium association?** no

**H) Is the Association a voluntary organization?** yes

**I) Applicant's Grant History:** Has the applicant received previous grant assistance from the City of Winter Park? If yes, specify the year, project name and amount of the award.

**YEAR** 2008 **PROJECT NAME** landscape Entrance Islands

**AWARD** \$3000.00

**J) List Officers and Major Committees:**  
(of attach a list)

**Applicant Signature** Tom Shutt **Date** 12/4/10

**Organization President's Signature** John P. Muccigrosso **Date** 12/4/10

Quail Hollow

Brick wall wash

winter park Road

**2) PROJECT INFORMATION:**

Grant Amount Requested:

\$1400.00

Proposed Match:

\$1300.00

Project Location:

Glenridge way brick wall

Property Ownership:

A) Describe the project for which funding is requested. Include details of each element of the project such as type and number of plants, irrigation, construction, electrical work, etc.

ATTACHED

# Quail Hollow Brick wall wash

## GRANT

The Quail Hollow Homeowners Association desires to pressure clean the entire perimeter brick wall along Winter Park Road and Glenridge Way. Twenty-five years ago there was a special assessment of the Quail Hollow residents to have the brick wall built to replace a variety of unsightly wooden and chain link fences. The cost was over \$100,000 and the completed wall served to enhance this gateway to the Winter Park community. This year it was necessary to invest the sum of \$2,800 to repair cracks and structural damage in some areas of the wall. These repairs had to be made before the much needed pressure cleaning was done. Estimates have been received from firms that have previously done reliable work for our residents. We request the matching grant so that the work can be completed now and we not have to wait another two years until we have accumulated sufficient funds from our normal association dues. The project committee are the same people that were involved in the construction of the original wall and the recent wall repairs. The water source for the pressure cleaning will be at the intersection of Winter Park Road and Glenridge Way where the association has irrigation for special landscaping.

Request \$1300 for Glenridge Way  
to be completed soon  
Request \$1400 for Winter Park Road  
to be done later when dues come in  
Total \$2700 to be matched



# Quail Hollow Brick wall wash

- 
- B) List who will be responsible for each project element (i.e. Consultant, city staff, contractors, volunteers) and their telephone numbers. If city staff involvement is proposed, please obtain written agreement from the appropriate city department.

Board will approve final bid. Tom Shetts 407645  
will be city contact and project manager 2227  
Along with Bill Palm 4076282467 Jasper Holland  
treasurer will sign check to city 4076281842

- 
- C) What is the anticipated annual cost of maintenance of the completed project if applicable and what is the source (i.e. association dues) of maintenance funding? Grant funds may not be used for maintenance or repairs.

no maintenance other than normal  
trimming of foliage on wall

- 
- D) In the space provided below, give a brief description of the benefit this project will provide for neighborhood residents and for the City of Winter Park.

Attached



Quail Hollow

Brick wall wash

## GRANT BENEFIT



Pressure cleaning the entire perimeter brick wall around the Quail Hollow subdivision along Winter Park Road and Glenridge Way will enhance the appearance of the wall and extend the life of the bricks by removing the black build-up of residue that can cause deterioration and damage to the brick and mortar. This will extend the life of the wall which fronts on streets that serve as a gateway to the Winter Park community. It will also maintain the home values of the association's residents. The perimeter wall and grounds around Quail Hollow is an asset to the home owners as well a visual enhancement to the surrounding community and the traveling public as they enter the City via this gateway.

# Quail Hollow Brick wall Wash

BUDGET ITEM DESCRIPTION	BUDGET ITEM COST
Glenridge Way wall wash	\$ 2800.00
	\$
Winter Park Road wall wash	\$ 2800.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>TOTAL PROJECT COST</b>	\$* 5400.00
<b>YOUR TOTAL CONTRIBUTION</b>	\$ 2700.00
<b>Matching Contribution Explanation</b>	
Cash 2700.00 (\$1300. / \$1400.)	
Volunteer hours value**	
Donated materials and services value	\$***
<b>REQUESTED GRANT FUNDS</b>	

\*The total project cost must equal the matching funds, volunteer hours, donated materials and services plus the grant fund request.

\*\*Non-professional volunteer hours are valued at \$8.00 per man-hour (40 hours maximum). Volunteer hours may not be counted toward project planning or administration.

\*\*\*Requested grant funds may not exceed \$4,000.00.

Quail Hollow Brick Wall Wash

## PRESSURE KING / CHEMROOF

25525 E. Colonial Dr., Christmas, FL 32709

Bid.

3053

407-282-4207

Attachment A

Date 04-02-10

Customer Name Quail Hollow Assoc.

Address

City/State Winter Park

Phone

Attn: John Muchegrisso

Pressure Cleaning of Facing of  
Brick Wall (Complex Wall.)

To Remove Mildew & Lichens,  
wrong

Total Sq/Ft. is 14826 x .09 cents per

Sq/Ft. = 1334.00

Water to be supplied by Assoc.

by meter or spigot or Sprinkler System

All Chemical & Labor & Equipment  
supplied by Pressure King.

Thank You

Total

All Services Guaranteed

Payment due upon receipt of this invoice.

1½% Late Charge after 15 days.

Quail Hollow

Brick wall wash

Attachment A

**PROPOSAL**  
**(407) 401-2032**

**ALBERTO VAZQUEZ**

**Page No. 1 of 1 Page**

**SUBMITTED TO: Quail Hollow sub Division**

**PHONE:**

**STREET:**

**JOB NAME: Pressure washes**

**CITY:**

**DATE: 11/17/10**

**STATE AND ZIPCODE:**

**Dear,**

**Per your request here is an Exterior cleaning proposal, for the above address.**

- 1) Pressure wash sub division brick wall around 10080 Sqf on the street  
Winter park Rd \$2520.00**
- 2) pressure wash sub division brick wall around 9684 Sqf on the street  
Glenridge way \$2400.00**

**MATERIALS INCLUDED**

**We propose to complete this project in accordance with the above specifications**

**For the sum of \$4920.00 Four thousand nine hundred twenty dollars xx/100**



Quail Hollow

Brick wall wash

407-349-4807

**PROPOSAL**

Quality Exterior Cleaning  
P.O. Box 620943  
Orlando, FL 32762

Attachment A

PROPOSAL NO.	10050
SHEET NO.	II
DATE	10-11-2010

PROPOSAL SUBMITTED TO: Tom Shuttles

WORK TO BE PERFORMED AT:

NAME: Quail Hollow Homeowners Ass.  
ADDRESS: 2010 Brandywine Dr.  
CITY, STATE: Winter Park, FL 32789  
PHONE NO.: 407-645-2227

ADDRESS:  
CITY, STATE: Winter Park, FL 32789  
DATE OF PLANS: 10-10-2010  
ARCHITECT:

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1. Clean Exterior Brick wall (outside only) of East Side - (East Winter Park Rd.)
2. We will supply all chemicals needed to complete job. Water to be supplied by the subdivision.
3. All Insurance is provided by Quality Exterior Cleaning

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Two Thousand Nine Hundred Dollars (\$2,900.00)  
with payments to be as follows: To be paid in full when job is completed. Make check payable to: Quality Exterior Cleaning

Respectfully submitted

Per

Note - This proposal may be withdrawn by us if not accepted within

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments to be made as outlined above.

SIGNATURE

Owens Pittman

SIGNATURE

DATE



Quail Hollow Brick wall wash

Attachment A

## PROPOSAL

Quality Exterior Cleaning

P.O. Box 620943

Oviedo, FL 32762

PROPOSAL SUBMITTED TO: Mr. Tom Shatts

WORK TO BE PERFORMED AT:

PROPOSAL NO.

10050

SHEET NO.

I

DATE

Oct 11, 2010

NAME Quail Hollow Homeowners Ass	ADDRESS Quail Hollow Subdivision
ADDRESS 2010 Brandywine Dr	CITY, STATE Winter Park FL 32789
CITY, STATE Winter Park, FL 32789	DATE OF PLANS Oct 10, 2010
PHONE NO. (407) 645-2227	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1. Clean exterior of Brick wall (outside only) of North Entrance  
Remove all mildew from wall N. Glenridge Way
2. We will supply all chemical needed for job.  
Water will be supplied by the subdivision.
3. All Insurance is provided by Quality Exterior Cleaning

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Two Thousand Nine Hundred Dollars (\$ 2,900.00)

with payments to be as follows to be paid in full when job is completed, make  
check payable to: Quality Exterior Cleaning.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted \_\_\_\_\_

Per \_\_\_\_\_

Note - This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE Owens P. Hines

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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No Name History

Document # Search

Submit

Quail Hollow Brick wall  
WASH**Detail by Document Number****Florida Non Profit Corporation**Attachment  
C

QUAIL HOLLOW HOMEOWNERS ASSOCIATION OF WINTER PARK, INC.

**Filing Information**

Document Number 729729  
FEI/EIN Number 237368893  
Date Filed 05/21/1974  
State FL  
Status ACTIVE  
Last Event REINSTATEMENT  
Event Date Filed 09/10/2004  
Event Effective Date NONE

**Principal Address**2180 TURKEY RUN  
WINTER PARK FL 32789

Changed 09/10/2004

**Mailing Address**2180 TURKEY RUN  
WINTER PARK FL 32789

Changed 09/10/2004

**Registered Agent Name & Address**COONEY, RICHARD  
2180 TURKEY RUN  
WINTER PARK FL 32789

Name Changed: 09/10/2004

Address Changed: 09/10/2004

**Officer/Director Detail****Name & Address**

Title P

JOHN, MUCCIGROSSO  
2216 MALLARD CIRCLE  
WINTER PARK FL 32789

Title S

VANN, ASHLEY  
333 BRIARWOOD DRIVE

Title T  
JOHNSON, TOM  
322 TURKEY RUN  
WINTER PARK FL 32789

Title D  
COONEY, RICHARD P  
2180 TURKEY RUN  
WINTER PARK FL 32789

Quail Hollow  
Brick wall wash

Annual Reports

Report Year Filed Date	
2008	04/01/2008
2009	04/20/2009
2010	03/31/2010

Document Images

<a href="#">03/31/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/01/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/17/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/05/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/26/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/10/2004 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">09/27/1999 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/12/1998 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/29/1997 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">03/30/1996 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/30/1996 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/1995 -- ANNUAL REPORT</a>	View image in PDF format

Note: This is not official record. See documents if question or conflict.

Events

No Name History

Document # Search

Submit



Quail Hollow

Brick wall wash

Dec 04 10 05:51p

Muccigrosso 407 388 6506

407-388-6506

p.2

Jo Officers and trustees

2010

Muccigrosso	2216 Mallard Circle	Pres.
Figuerroa	374 Briarwood	Sect'y.
Holland	441 Mallard Circle	Treas.
Collis	418 Setter Trail	Trustee
Cooney	2180 Turkey Run	Trustee
Fimognari	402 Setter Trail	Trustee
Littleford	2155 Turkey Run	Trustee
McNarmara	407 Turkey Run	Trustee
Palm	2127 Mallard Circle	Trustee
Pulliam	2172 Turkey Run	Trustee
Saxton	423 Mallard Circle	Trustee
Shutts	2010 Brandywine	Trustee
Steinberger	423 Turkey Run	Trustee
Sauer	456 Pointer Place	V.P.

# Quail Hollow Brick wall wash Attachment (C)

Quail Hollow HOA Meeting – November 18, 2010

John called the meeting to order.

The Halloween party was a great success: it was well attended and well received. 94 hot dogs were served and all but one were eaten.

The neighborhood garage sale was also successful. Ten to twelve houses participated this year, and John suggested that we continue with the event next year. It was suggested that we have professional signs made to advertise the garage sale at each of the neighborhood entrances that we would use each year. However, the majority of people questioned said that they learned of the garage sale in the Orlando Sentinel.

Nan Williams will host this year's holiday party in her home at 385 Grouse Court. She would like some help in setting up for this event on December 12. Tom and Nancy Shutts have volunteered to help her plan and set up for the party.

We also agreed to continue in the tradition of having Leah Steinberger's decorator decorate the islands. A vote was cast and the motion carried.

Finally, we discussed the quotes that Tom Shutts obtained from two companies for the pressure washing and cleaning of the perimeter wall. Jasper informed us that both quotes exceeded the amount of funds that we currently have in our account. It was suggested and we decided to apply for a grant from the City of Winter Park to assist us in our effort to improve our neighborhood.

The next meeting will be held on January 20, 2011.

The meeting was adjourned.



Quail Hollow Brickwall Wash  
Attachment C

Quail Hollow HOA Meeting – September 23, 2010

It was discussed that the washing of the neighborhood perimeter wall will include the cleanup of the street signs.

Tom Shutts volunteered to oversee the pressure washing of the perimeter wall.

John informed that Kim Sumner volunteered to coordinate the community garage to be held on Saturday, November 13, 2010.

The Annual Halloween Party was discussed to be held in the cul-de-sac outside of Jennifer Sauer's home.

John addressed the neighborhood burglaries and proposed as a possible solution cameras to be placed at the two entrances. He has agreed to do further research on the matter.

The meeting was adjourned.

Quail Hollow Brickwall Wash

Attachment E Project Committee

Tom Shatts 2010 Brandywine Drive  
407 645 2227

Bill Palm 2127 Mallard Circle  
407 628 2467

Bob Saxton 423 Mallard Circle  
407 628 5347

Jasper Holand 441 Mallard Circle  
407 628 1842

Quail Hollow Brick wall wash

MAGIC MASONRY, INC.  
P.O. BOX 165  
SORRENTO, FL 32776  
407-923-6341

Completed  
06/15/10

PROPOSAL FOR RTS CONSULTING & MANAGEMENT, LLC

GLENRIDGE WALL

Tooth out brick on some points of the wall. On some corners replace entire brick. Grind out some of the mortar joints and tuck the mortar back and rake joints to match existing wall. Cut all expansion joints on the rollocks.

Total labor & material - \$1500.00

WINTER PARK ROAD

Tooth out brick on some points of the wall. On some corners replace entire brick. Grind out some of the mortar joints and tuck the mortar back and rake joints to match existing wall. Cut all expansion joints on the rollocks.

Total labor & material - \$1300.00

Homeowners have to fabricate the piece of steel to tapcon the two brick walls together.

~~WINTER PARK ROAD~~

Deleted from bid.

*RS Smith*

~~18 LF of Norwegian brick wall. Dig footers & pour concrete. Lay brick wall 6 ft. high. Saw concrete aprons and put debris into trailer to haul off.~~

~~1 apron 20 LF x 7 LF~~

~~1 apron 16 LF x 8 LF~~

# Quail Hollow Brickwall Wash

## Attachment Checklist

Please read carefully, each applicable item is mandatory for grant consideration. Any missing attachment can cause your application to be denied. Be sure the applicant name and project title is on each individual sheet.

☒ Attachment A: Estimate copies (three estimates for each project element).

☒ Attachment B: Supporting documentation of association organization indicating when the association was formed. Association must have been organized for a minimum of three months before grant deadline.

☒ Attachment C: Letters/petitions in support of the project from a majority of the individual association members and signed neighborhood donation and volunteer hour pledge sheets. Include letters documenting in-kind material or services. *2 minutes of Board meetings*

NA Attachment D: Written permission of property owner(s) of the project site with original signature(s) if applicable. This includes private property, permission to use DOT right-of-way, City right-of-way or park property.

☒ Attachment E: List of project committee members, addresses and telephone numbers. (Minimum of three committee members).

☒ Attachment F: Photographs of existing conditions, scaled site plans, elevations, sketch plans and/or drawings.

NA Attachment G\*: Copy of current and previous year's operating budget.  
\*Mandatory Homeowner and condominium associations only.

***Please do not bind your application packet because multiple copies will be made for the staff and review committee. Retain a copy of the application for your association's records.***

Please submit your application with original signatures to:

Attention: Lindsey Hayes, AICP, Senior Planner  
City of Winter Park  
Planning Department  
401 Park Avenue, South  
Winter Park, Florida 32789

If there are any questions about eligibility, project proposals, completing the application form, or participating on the Neighborhood Council, please contact Lindsey Hayes, Planning Department, 401 Park Avenue South, Winter Park, FL 32789 (407) 599-3498 or via email at [Lhayes@cityofwinterpark.org](mailto:Lhayes@cityofwinterpark.org).















# city commission agenda item

item type	Consent Agenda	meeting date	January 10, 2011
prepared by department division	Michelle del Valle City Management N/A	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Ethics Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

## subject

Ethics Board Work Plan

## motion | recommendation

Accept Ethics Board work plan

## background

Resolution 1986-08 establishes the Ethics Board and their duties. Section 4 (a) describes one of the duties of the Ethics Board as follows, *"To draft and recommend ethics policies on topics agreed upon by the City Commission."* Based on this duty as described, the Ethics Board has voted to explore the four topics identified below and to prepare recommendations for the City Commission to agree upon.

- Campaign Mailers
  - Identifying sender of mailers/regulate anonymous mailers
  - Creating a process to register
  - Consider penalty for non-disclosure
- Consider voluntary Adherence to Limitations in exchange for citizen information (ex: offset of fees for the use of public venue for a campaign forum/fee waivers or free advertisement, such as an insert in utility bills or a space of the city's website or city's newsletter with candidate's information attached).
- Reconsider campaign finance reform with emphasis on imposing limitations on contribution levels. This will be based on efforts by City of Ft. Lauderdale and City of Sarasota.
- Evaluate City's procurement process and make recommendations.

## alternatives | other considerations

The Ethics Board consulted with the City Attorney on December 8<sup>th</sup> regarding potential topics for further exploration.

### **fiscal impact**

There is no financial impact to further study the identified topics. Cost implications of adopting individual recommendations would be provided at the time the recommendation is brought forward.

### **strategic objective**

Quality government services & financial security





# city commission agenda item

<b>item type</b>	Consent Agenda	<b>meeting date</b>	January 10, 2011
<b>prepared by department division</b>	Purchasing Division	<b>approved by</b>	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
<b>board approval</b>	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		<b>final vote</b>

## Purchases over \$25,000

	Vendor	Item   Background	Fiscal Impact	Motion   Recommendation
1.	W. W. Grainger, Inc.	Blanket Purchase Order for Tools: Hand Held, and Hand Held Power Tools	Total expenditure is included in approved FY11 budget	Commission approve Blanket PO to W.W. Grainger. Amount: \$24,000
2.	Florida Business Interiors	Owner Direct Purchase of carpet, tile and maple wood floor for the Community Center	Payment will be made using pcard	Commission approve owner direct purchase from Florida Business Interiors for the Community Center. Amount: \$35,270.25
3.	Technical Inspections, Inc.	Blanket Purchase Order for Water/Wastewater Specialty Repair	Total expenditure is included in approved FY11 budget	Commission approve Blanket PO to Technical Inspections, Inc. Amount: \$50,000
4.	John Deere	Purchase of two (2) John Deere Commercial Front Mowers	Total expenditure is included in approved FY11 vehicle/equip. replacement fund	Commission approve PR 145942 to John Deere for the purchase of two (2) John Deere Commercial Front Mowers. Amount: \$43,010.66
5.	Commercial Energy Specialists, Inc.	Owner direct purchase of mechanical equipment for the Community Center	Total expenditure is \$105,096.19	Commission approve PR 145981 to Commercial Energy Specialists, Inc. for the Community Center. Amount: \$105,096.19. Authorize the Mayor to execute Proposal 67424.

## Contracts

	Vendor	Item   Background	Fiscal Impact	Motion   Recommendation
6.	Turner Construction Company	Deduct Change Order COR-005 for the Community Center	Deduct of \$1,893.00 against the contract price	Commission approve Deduct Change Order COR-005 to Community Center contract (RFQ-17-2009) with Turner Construction Company and authorize the Mayor to execute the change order document.
7.	Heart Utilities of	Underground Electrical Construction Services (IFB-1-		Commission approve Agreement of Temporary



	Jacksonville, Inc.	2008)		Extension to Heart Utilities of Jacksonville, Inc. for Underground Electrical Construction Services and authorize the Mayor to execute the Agreement
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### Piggy-back contracts

	Vendor	Item   Background	Fiscal Impact	Motion   Recommendation
8.	W.W. Grainger, Inc.	Piggyback contract with W.W. Grainger, Inc. for the purchase of Tools: Hand Held, and Hand Held Power Tools		Commission approve piggybacking the State of Florida contract #445-001-11-1 with W.W. Grainger for Tools: Hand Held and Hand Held Power Tools, and authorize the Mayor to execute the Piggyback Contract
9.	Graybar Electric Co.	Piggyback contract with Graybar Electric Co. for the purchase of Electrical Products	Estimated annual spend is \$60,000. Payments are made using pcard	Commission approve piggybacking the U.S. Communities Government Purchasing Alliance contract #43272 with Graybar Electric Company for Electrical Products and authorize the Mayor to execute the Piggyback Contract
10	Verizon Wireless	Piggyback contract with Verizon Wireless for Wireless Data Services	Estimated annual spend is \$17,000. Payment will be made using pcard	Commission approve piggybacking the State of Florida contract #MA4974 with Verizon Wireless for Wireless Data Services for the Police Department and authorize the Mayor to execute the Piggyback Contract
11	Technical Inspections, Inc.	Piggyback contract with Technical Inspections, Inc. for Water/Wastewater Specialty Repair	Total expenditure is included in the approved FY11 budget	Commission approve piggybacking the Martin County contract #AR2008-2178 with Technical Inspections, Inc. for Water/Wastewater Specialty Repair and authorize the Mayor to execute the Piggyback Contract
12	Awarded Contractors as Identified by the Department of Management Services	Piggyback contract for Construction, Industrial, Agricultural & Lawn Equipment	Purchases will be made in accordance of the approved FY11 vehicle/equip. replacement fund	Commission approve piggybacking the State of Florida contract #760-000-10-1 for Construction, Industrial, Agricultural & Lawn Equipment and authorize the Mayor to execute the Piggyback Contracts as required for specific equipment purchases

13	Rep Services, Inc.	Piggybacking contract with Rep Services, Inc. for Various Equipment & Amenities for Parks & Playgrounds	Total expenditure is included in the approved FY11 budget. Payments will be made using pcard	Commission approve piggybacking the Clay County contract #08/09-3 with REP Services for the purchase of Various Equipment & Amenities for Parks & Playgrounds and authorize the Mayor to execute the Piggyback Contract
14	Orlando Steel Enterprises, Inc.	Piggyback contract for Chain Link Fence Parts	Total expenditure is included in the approved FY11 budget. Payments will be made using pcard	Commission approve piggybacking the Duval County Public Schools contract #ITB-006-10/LM with Orlando Steel Enterprises, Inc. for the purchase of Chain Link Fence Parts and authorize the Mayor to execute the Piggyback Contract

## **Purchases over \$25,000**

### *Item #1*

This Blanket PO will be made utilizing the State of Florida contract (445-001-11-1) that is included as item eight (8) below.

### *Item #2*

Competitive procurement occurred during the selection process (RFQ-17-2009). Turner Construction competitively solicited pricing for the various trades and suppliers. This owner direct purchase will result in sales tax savings of \$2,292.56.

### *Item #3*

This Blanket PO will be made utilizing the Martin County contract (AR2008-2178) that is included as item eleven (11) below.

### *Item #4*

PR 145942 to John Deere is for the purchase of two (2) John Deere commercial front mowers with commercial side discharge mower decks for the Parks & Recreation Department, which was approved in the FY11 vehicle/equipment replacement schedule. These mowers will replace units 8257 and 8287 in the fleet.

This purchase will be made utilizing the State of Florida contract (760-000-10-1) that is included in item twelve (12) below.

### *Item #5*

Competitive procurement occurred during the selection process (RFQ-17-2009). Turner Construction competitively solicited pricing for the various trades and suppliers. This owner direct purchase will result in sales tax savings of \$7,087.25.

## **Contracts**

### *Item #6*

The City contracted with Turner Construction Company for the Design-Build of Winter Park Community Center on August 24, 2009. This deduct change order of \$1,893.00 from the contract price is a result of owner direct purchases.

*Item #7*

The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded by the City Commission on January 14, 2008. The current contract term will expire on January 14, 2011. The Electric Utility Department is requesting an Agreement for Temporary Extension for a period of ninety (90) days, which will provide sufficient time to conduct the formal solicitation process. If approved, the contract would be extended to April 14, 2011.

**Piggyback Contracts**

*Item #8*

The State of Florida utilized a competitive bidding process to award this contract. The contract was awarded on November 15, 2010 for a term of three (3) years. The contract may be renewed for up to three (3) years, upon mutual agreement. The current contract term is November 15, 2010 through November 14, 2013.

Total annual expenditure on the State contract that preceded this one was \$37,863.44.

*Item #9*

In fiscal year 2010, the city spent \$59,833.30 for electrical products through the U.S. Communities Government Purchasing Alliance contract with Graybar Electric Company.

The lead public agency for this competitive bid was County of Los Angeles, California. The contract was awarded on February 1, 2008 for a term of three (3) years, with two (2) one-year renewal options. The initial contract term expires on January 31, 2011, however the renewal options have been invoked. The updated contract expiration term is January 31, 2013.

*Item #10*

The State of Florida utilized a competitive bidding process to award this contract. The contract was awarded on June 28, 2004 for a period of three (3) years, with one (1) three (3) renewal option, upon mutual agreement. The current contract term is December 28, 2010 through June 27, 2011.

The Police Department utilizes aircards under this contract and has determined Verizon is the most advantageous carrier for their needs based on coverage. Projected annual spend is \$17,000.

*Item #11*

Martin County utilized a competitive bidding process to award this contract. The contract was awarded on September 18, 2008 for a term of twelve (12) months, with two (2) twelve month renewal options, upon mutual agreement. The current contract term is September 18, 2010 through September 17, 2011.

*Item #12*

The State of Florida utilized a competitive bidding process to award this contract. The contract was awarded on April 28, 2010 and is valid through June 30, 2012. The award was made to multiple contractors based on model and specifications.

*Item #13*

Clay County utilized a competitive bidding process to award this contract. The contract was awarded on January 13, 2009 and is valid for a period of three (3) years with two (2) one year renewal options, upon mutual agreement.

REP Services provides materials, parts and supplies for existing equipment and amenities. Estimated annual expenditure is \$20,000.

*Item #14*

Duval County Public Schools utilized a competitive bidding process to award this contract. The contract was awarded on October 1, 2009 for a period of one (1) year with two (2) additional one year renewal options, upon mutual agreement. The current contract period is October 1, 2010 through September 30, 2011.

Estimated annual expenditure is \$60,000.





Item #2

City of Winter Park – Community Center  
401 S. Park Ave. Winter Park, FL 32789-4386  
Direct Purchase Order Request Form

FBI

Date:

Vendor:	Florida Business Interiors 940 Williston Park Point Lake Mary, FL 32746
Contact:	Fred DeNegri
Phone:	321-436-7576
Fax:	407-708-5888

PREPAY ALL SHIPPING AND PACKING CHARGES. Charge on invoice if in addition to price.
Only itemized invoices bearing our purchase order number and mailed directly to the ship to address will be approved for payment.
TAX EXEMPTION CERTIFICATE #85-8012621708C-8

Bill To:	City of Winter Park – Community Center
Ship to:	250 S. Capen Ave. Winter Park, FL 32789
Job #:	16512D0

FOR CITY OF WINTER PARK USE ONLY:
PO # _____
Vendor Contact: _____
Date: _____
RFQ-17-2009 10423085150147

QTY	Description and Specification	Unit Price	Total Material Price
1297 sy	Milliken Color weave carpet tile	\$ 24.50	\$ 31,776.50
1075 sf	Acer Maple wood floor	\$ 3.25/sf	\$ 3,493.75

\*\*\*\*\*NOTES\*\*\*\*\*

This PO will reduce the Subcontract via Change Order in the Amount of (material + tax):	\$ 37,562.81
The above total reflects tax savings of:	\$ 2,292.56

Sales Tax Credit to WPCC in GMP was:	\$
Sales tax savings from previous Direct Purchase Orders:	\$
Sales tax saving for this Purchase Order:	\$



940 Williston Park point  
Lake Mary, Fl. 32746  
407-805-9911

November 23, 2010

RE: ODP Winter Park Recreation Center

1297 SY Milliken Color Weave carpet tile	\$ 31,776.50
1075 SF Acer Maple wood floor	\$ 3,493.75
Sales Tax	\$ 2,292.56

Total ..... \$ 37,562.81

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred DeNegri', written over a horizontal line.

Fred DeNegri  
Senior Account Manager

CC: David O'Bryan, FBI

**City of Winter Park – Community Center  
401 S. Park Ave. Winter Park, FL 32789-4386  
Direct Purchase Order Request Form**

*Items*  
*Village*  
*Post*

**Date:** December 15, 2010

**Vendor:** CES  
860 JUPITER PARK DRIVE  
SUITE 2  
JUPITER FL 33458

**Contact:** DONNA BUMGARDNER  
**Phone:** 561-744-1557  
**Fax:** 561-354-2732

**PREPAY ALL SHIPPING AND PACKING CHARGES.** Charge on invoice if in addition to price.

Only itemized invoices bearing our purchase order number and mailed directly to the ship to address will be approved for payment.

**TAX EXEMPTION CERTIFICATE**  
#85-8012621708C-8

**Bill To:** City of Winter Park – Community Center

**Ship to:** 250 S. Capen Ave.  
Winter Park, FL 32789

**Job #:** 16512D0

**FOR CITY OF WINTER PARK USE ONLY:**

**PO #** \_\_\_\_\_

**Vendor Contact:** \_\_\_\_\_

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

RFQ-17-2009    10423085150147

QTY	Description and Specification	Unit Price	Total Material Price
	MECHANICAL EQUIPMENT		108,896.19
	SEE ATTACHED		

*\$ 105,096.19*

\*\*\*\*\*NOTES\*\*\*\*\*

<b>This PO will reduce the Subcontract via Change Order in the Amount of (material + tax):</b>	\$108,896.19
<b>The above total reflects tax savings of:</b>	\$ 7,087.25

*\$ 112,183.44*

<b>Sales Tax Credit to WPCC in GMP was:</b>	\$15,000.00
<b>Sales tax savings from previous Direct Purchase Orders:</b>	\$ 0
<b>Sales tax saving for this Purchase Order:</b>	\$ 7,087.25



Commercial Energy Specialists, Inc.  
860 Jupiter Park Drive, Suite 2  
Jupiter, Florida 33458-8958

(561) 744-1557 • FAX (561) 746-5898

www.ceswaterquality.com

Consultant: Mark Robinson  
WQA: Donna Bumgarner  
Fax: 561-354-2732  
Date: 11/11/2010

## Treatment Package

Package # 67424

Page 1 of 7

ATTN: Larry Vaughn  
City of Winter Park  
721 W. New England Avenue  
Winter Park, FL 32789

Site: Mechanical Equipment

Project: Winter Park Community Center Revised 12/14/2010

Phone: (407) 599-3275 Fax: (407) 599-3467

### Part Number

### Quantity

#### Pumps

KS 340034

1

EQ1000 10HP, 3PH, 6X4, w/strainer  
400 GPM @ 62' TDH  
Filter Pump

CM EF-10-1-230

1

10HP, 230V, Nema 1 VFD w/disconnect & bypass  
Variable Frequency Drive for motor protection and energy Savings  
Includes thermal overload protection, voltage and current surge limitation,  
Integrated hand/off/auto switch, and manual bypass for easy operation.  
Continuous display of Operating parameters of the motor (Hz, volts, amps)  
Programmable Soft Start for reduction of power co. demand charges, and reduced water hammer.  
Interfaces with BECSys5 and 7 to provide direct control of Circulation system GPM  
for maximum energy savings.  
Interfaces with energy management system, or web-based  
Two Year Factory warranty with CES start up.  
28 Amps output @ 230 Volts, 3 Phase  
Nema 1 enclosures are intended on use on Indoor applications.

KS 340031

1

EQK500, 5HP, 3PH, 6X4, w/strainer  
298 GPM @ 20.81' TDH  
Deck Nozzles

CM EF-5-1-230

1

5HP, 230V, Nema 1 VFD w/disconnect & bypass  
Variable Frequency Drive for motor protection and energy Savings  
Includes thermal overload protection, voltage and current surge limitation,  
Integrated hand/off/auto switch, and manual bypass for easy operation.  
Continuous display of Operating parameters of the motor (Hz, volts, amps)  
Programmable Soft Start for reduction of power co. demand charges, and reduced water hammer.  
Interfaces with BECSys5 and 7 to provide direct control of Circulation system GPM  
for maximum energy savings.  
Interfaces with energy management system, or web-based  
Two Year Factory warranty with CES start up.  
15.2 Amps output @ 230 Volts, 3 Phase  
Nema 1 enclosures are intended on use on Indoor applications.

Proposal Continued on Next Page

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Fax: 800-972-1855

Date: 11/11/2010

## Treatment Package

Package # 67424

Page 2 of 7

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Winter Park, FL 32789

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Project: Winter Park Community Center Revised 12/14/2010

Phone: (407) 599-3275 Fax: (407) 599-3467

Part Number	Quantity
<b>Filtration Equipment</b>	
<b>EU FILTER PACKAGE</b> Automatic Filter System Fully Automatic 30.6 Sq. Ft. 100 PSI Composite Filtration System Includes pressure amplification system, hydraulic backwash valves, & pilot valve assembly Backwash Manifold 4", Influent/Effluent Manifold 6"	1
<b>EU NFS-34-100-153T</b> Includes Two National 34" 15.3 Sq Ft FRP Horizontal Filters Top-Mounted Piping for compact footprint 100 PSI design with clear manhole/viewing window Single Grade Permanent Media Filtration Non-Corrosive Filter design with FRP Saddle Support Base Modular Horizontal Design for Space Efficiency.	2
<b>EM MWII.49</b> Mystic White® II Angular Filter Media (50 lb)	80
<b>EP 2-0600-1110-4020</b> Filter, 6" Brushaway, In-Line Steel, 200 Micron	1
<b>EP 12-0603-8920</b> Filter Element, 4" Super & 6" Molded Stainless Steel Cylinder, 200 Micron, for Steel Filter	2
<b>Tanks</b>	
<b>JE VT0055-20</b> 55 Gallon Vertical Tank 20 x 47, Molded Lid	1
<b>JE VT0055-20</b> 55 Gallon Vertical Tank 20 x 47, Molded Lid	1
<b>Measuring / Monitoring</b>	
<b>HD 3-2551-W1-12</b> SIGNET Magmeter PVDF 5"-8" No Display 4-20mA PVDF & 316L SS, 4-20 mA output; for use w/PLC, PC or similar equipment. For 6" Pipe	1

Proposal Continued on Next Page

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Page 3 of 7

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Phone: (407) 599-3275 Fax: (407) 599-3467

<u>Part Number</u>	<u>Quantity</u>
HD 3-8550-1P ProcessPro Flow Transmitter, Panel Mount Digit	1
HD PV8S060 SIGNET 6" PVC saddle w/ adaptor Please verify pipe size prior to ordering.	1
HC F-30250P 2 1/2 Flowmeter 60-240 GPM	1
HD 3-2450-5H Processpro Pressure Sensor, 250 PSI, 3/4 4-20 mA, 15' Cable	4
HD 3-8450-1P ProcessPro Pressure Meter Sensor, P-MT Panel Mount	4
PN HD 3-2842-1D Conductivity Sensor, Signet	1
HD 3-8850-1P ProcessPro Conductivity Transmitter Panel Mount	1
HD 3-0250 Diagnostic Tool, USB TO S31 CNV	1
HD 3-2450-5H Processpro Pressure Sensor, 250 PSI, 3/4 4-20 mA, 15' Cable	4
Vacuum	
HD 3-8450-1P ProcessPro Pressure Meter Sensor, P-MT Panel Mount Vacuum	4

Proposal Continued on Next Page

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Phone: (407) 599-3275 Fax: (407) 599-3467

<u>Part Number</u>	<u>Quantity</u>
HD DL14-11 Sensor, Flowline	2
HD LM92-1001 Flowline Single Meter, NEMA-4X Box w/Polycarbonate Window	2
PN HD LI55-12-XX Display Meter Dataview Single Channel Meter with Relays	2
<b>System 7 Pump Room Control Center</b>	
CJ BECSYS7-OS1TL BECS System 7 Chemical Controller - Ethernet Computer Interactive System capable of controlling Water Level, Heaters, Filters. Monitoring of Chlorine Tank levels, Strainers and Turbidity. Must be equipped with pertinent sensors to activate control & sensing features Factory 5-year Factory Electronics Warranty Includes Flow Cell, Rotary Flow Switch w/Check Valve, BECS pH & ORP Sensors, Temp Sensor, Ethernet-based communications, & Four loop power supplies for 4-20mA inputs (no 4-20mA outputs)	1
CK 8660034 Vacuum Transducer w/50' Cable	1
CK 8660030 Pressure Transducer w/50' Cable	2
CK 1210115 Chemical tank Inv./ Backwash sump level float switch kit	2
HD PV8S060 SIGNET 6" PVC saddle w/ adaptor Please verify pipe size prior to ordering,	1
HD 3-2536-P1 Paddlewheel Lo Flow Sensor (5-8"), Blue Cap	1

Proposal Continued on Next Page

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Phone: (407) 599-3275 Fax: (407) 599-3467

### Part Number

### Quantity

CK 1200453-B

1

BECSys 4-20mA output board (4 channel, 440Q)

Required to communicate with Motor Control Center VFD's for optimum energy savings while maintaining proper water chemistry.

### Chemical Feeders

BC 45MJL4A1S

1

35 GPD Adj Rate Stenner Feeder, #4, 120V, 1/4"

Chlorine Feeder

BC 45MJL5A1S

1

50 GPD Adj Rate Stenner Feeder, #5, 120V, 1/4"

Acid Feeder

### UV Sterilization, Spare Parts, and Start-Up Deleted

### Industrial-Grade Saline Treatment System

CH CHLOR 25.0H

1

25.0 lb/day Saline Chlorination System-Horizontal

Industrial-grade electronic components for long system life

Pre-mounted on backboard for wall installation

Self-cleaning, clear view, Hi-output Reactor Chamber

Integrated sidestream flow switch, and isolation valves

ORP Interface with CES Controller for autoswitchover

Systems carry NSF Std 50, and UL 1081 Certifications

3-Year Limited ChlorKing Factory Warranty

Max Input is 20.9 Amps @ 208-240V, 225 lbs

CH SC500-55

1

Direct Salinity Level Control System

Includes one ChlorKing® 5000 Conductivity Controller Pro with a 55 Gallon

Saturator and 30 Gallon Control Tank assembly equipped with Auto Level Control

and one 85 GPD Fixed Rate Stenner Feeder, #5, 120V 1/4"

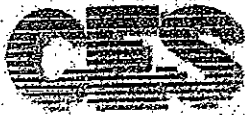
BC BDFHL5F1S

1

Probe Wash Clean Station, 24 Hour, 120V, 1/4"

Proposal Continued on Next Page

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Page 6 of 7

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Consultant: Mark Robinson  
WQA: Donna Bumgardner  
Fax: 800-972-1855  
Date: 11/11/2010

Site: Mechanical Equipment

Project: Winter Park Community Center Revised 12/14/2010

Phone: (407) 599-3275 Fax: (407) 599-3467

### Part Number

### Quantity

EM 8526

32

Cargill Salt 40# DC Pool Salt PY  
Quick-Dissolve, Fine Grade

DX 512T10 NACL

1

MyronL Salinity Meter, 0-10,000 PPM Range

### Lochinvar Heater & Factory Start-Up

MS CPN0991

1

Lochinvar 990,000 BTU Natural Gas Indoor Heater  
89% Thermal Efficiency with Low NOx Emissions  
Slide Out Control Panel with Plug-In Components  
Sealed Combustion Chamber w/ Loch-Tite Ceramic Tile  
Electronic Ignition  
Stainless Steel Burners  
Gasketless Heat Exchanger  
Air and Water Pressure Switches  
Includes Field Installed CPVC Schedule 80 Flange Connections

### MT START-UP

1

Lochinvar Factory Start Up/Training by CES Technician  
Prices based on start up all in one trip. Fan & Control wiring  
must be complete. Gas & Water lines must be pre-purged  
& venting must be installed per National Gas Code. Additional  
labor service charges will apply if heaters are not ready for start up.  
Additional charges may apply if more than one trip is required.  
Includes on-site warranty administration for the life of the heater warranty.

### Factory Start-Up & Commissioning

CB FSU

1

Factory Start-up and Operator Training,  
Includes warranty registration, training per CES  
Operator Training Checklist, technical support, and  
on-site warranty administration.

Proposal Continued on Next Page

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Package # 67424

Page 7 of 7

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Project: Winter Park Community Center Revised 12/14/2010

Phone: (407) 599-3275 Fax: (407) 599-3467

### Part Number

### Quantity

### Notes

Installation, electric, and ducting are not included; Freight is Estimated to Winter Park.

Lochinvar is configured for standard indoor installation without ductwork.

Please confirm if side wall or power venting is required. Various vent packages are available at additional cost.

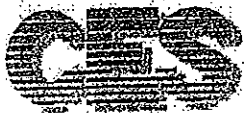
Sub-Total: \$105,096.19

Tax: \$0.00

Estimated Shipping: ~~\$3,800.00~~ NO

Total: ~~\$108,896.19~~





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Proposal 67424

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Consultant: Mark Robinson  
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Fax: 561-354-2732  
Date: 11/11/2010

Site: Mechanical Equipment

Project: Winter Park Community Center Revised 12/14/2010

Phone: (407) 599-3275 Fax: (407) 599-3467

- 1) City of Winter Park shall complete attached delivery schedule and return to CES. Equipment specified in this proposal will not be scheduled for production until customer specifies preferred delivery date and location. Changes to delivery date and location must be submitted to CES in writing, verbal change orders will not be accepted. CES contact and fax information for this project are specified below.
- 2) City of Winter Park authorizes CES to invoice for equipment outlined in this proposal based upon delivery dates specified on the delivery schedule.
- 3) City of Winter Park is hereby advised that CES, as allowed by Florida law, shall file a Notice to owner when initial invoicing is completed. Unless other payment requirements are specified in this proposal, all invoices shall be payable in full thirty (30) days after invoice date. CES shall file notice of non payment and will file liens for any invoice that is not paid within 60 days of original invoice due date.
- 4) City of Winter Park agrees to provide CES with copies of Bond Agreements and permitting information prior to initial shipment and/or installation of any equipment specified in this proposal.
- 5) City of Winter Park shall hold CES harmless for any fees or expenses incurred due to delayed shipment if bond and permit information has not been provided to CES.
- 6) All items included in this proposal may be subject to restocking fees. Restocking fees may equal up to 100% of purchase price for special orders or materials fabricated specifically for this proposal.

Initial Rent-to-Own payments (including sales tax) due prior to installation. The pricing on this proposal will be held for 30 days from the date of proposal. A finance charge of 1 1/2% per month will be added to all unpaid invoices. All invoices are due and payable in Palm Beach County. Stranco Rent-To-Own agreements are subject to normal Florida state and County Sales Taxes, which will be collected at the initiation of the RTO Plan. Title to goods will be transferred in accordance with Article 2, Part 4, § 2-401 of the UCC. All equipment is guaranteed as specified. All work is to be completed in a workmanlike manner according to standard practices, using State licensed contractors as required. Electric not included. Chemical feed equipment must be interlocked with recirculation motor as per state code 10B-5.136. Any alterations or deviation from the above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control.  
\* Shipping costs are estimated.

C.E.S Authorized Signature

Date

City of Winter Park Authorized Signature

Date

The above prices, specifications, and conditions are hereby accepted. CES is authorized to provide equipment and services per the terms noted in the proposal.



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 10, 2011
prepared by department division	John Holland, Director Parks and Recreation Department Parks Administration	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Tennis Task Force (Meeting December 3 <sup>rd</sup> )	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

## subject

Extension of Tennis Center Management Contract of the Winter Park Tennis Center with High Performance Sports Management, Inc. for an additional 12 month period ending February 15<sup>th</sup>, 2012. The City Commission extended the current contract for 30 days during the December 13<sup>th</sup>, 2010. The contract will expire on March 17<sup>th</sup>, 2011 unless it is extend by directive of the City Commission. An additional one year extension is permitted by the contract if all parties are in agreement.

## motion | recommendation

Recommend extension of the current Winter Park Tennis Center Management Contract with High Performance Sports Management, Inc for an additional 12 month period until March 17<sup>th</sup>, 2012 as provided in the executed contract document. Staff is also requesting that the motion include approval and direction to the City Attorney to prepare a Contract Addendum recommended by the Tennis Task Force, City staff and High Performance Sports Management, Inc. to adjust the Prime Time court times and the number of public play open courts. Authorize the Mayor to sign Addendum upon completion by the City Attorney.

## background

The Winter Park Tennis Center management contract was approved by the City Commission on January 25<sup>th</sup>, 2010 for a period of 12 months beginning on February 15<sup>th</sup>, 2010. The contract was temporarily extended for 30 days during the December 13<sup>th</sup>, 2010 City Commission meeting. The contract document provides that the contract term may be extended subject to written consent of both parties for two (2) additional one (1) year terms not to exceed 36 months in total.

Parks and Recreation Department staff prepared a three (3) month performance evaluation in June 2010 (attached as backup) and has now completed a nine (9) month performance evaluation (attached as backup). Both evaluations have been positive in the performance of the tennis center management, court maintenance and the required accounting / reporting by the management team.

The 10 percent gross monthly revenues paid to the City are above the original estimate of \$34,000. The City has received a total of \$45,573.40 during the first nine (9) months of operation. At the current rate the City's annual revenue share should exceed \$60,000.

Operational costs during the same 9 month period provided by the City including court lighting and facility electrical costs, water and clay court surfacing material totaled \$29,258.14. The FY10

Budget estimated these costs to total \$34,000. This cost does not include maintenance of the

grounds provided by Parks Maintenance crews.

## **alternatives | other considerations**

The City Staff, Tennis Task Force and High Performance Sports Management, Inc. are requesting that an Addendum to the Contract be approved by the City Commission as part of the contract renewal. The following contractual items have been suggested, discussed and approved by the Tennis Task Force, City staff and High Performance Sports Management, Inc.

1. Remove the designation of "Prime Time" during the 7:00 p.m. to 9:00 p.m. hours.

Court use records have indicated that courts are not in demand during these hours for public use. Eight soft courts and four hard courts are held open during these hours and records show that only 20% of the courts are being used.

2. Reduce the required number of hard surface open play courts held during prime & non prime times from 4 to 2.

Court use records again indicate that hard courts continue to sit empty while teams, clinics and lessons are waiting for available courts.

3. During public school breaks / vacation schedule, an exchange from 6 to 8 soft courts available to the public for a reduction in the available hard courts from 4 to 2 during prime time.

This will provide additional soft courts for our players that prefer the soft courts.

## **fiscal impact**

The continuation of the current Winter Park Tennis Center management contract will insure a positive revenue source for the City for the next year.

## **strategic objective**

Quality government services and fiscal security.



# **9-MONTH ANALYSIS**

**WINTER PARK TENNIS CENTER**

**Subcontracted Management Report**



## **MANAGEMENT PERIOD**

**FEBRUARY 15, 2010, THRU NOVEMBER 16, 2010**

- **PERFORMANCE REVIEW**
- **REVENUE ANALYSIS**
- **FY2009 COMPARISONS**



## INTRODUCTION

The Winter Park Tennis Center management was subcontracted to High Performance Sports Management (HPSM) effective February 15, 2010. All staffing, maintenance and reservation duties are the responsibility of HPSM with the exception of substantial building and asset maintenance, which remains with the city. The City Budget is \$30,524 and funds utilities, minor maintenance to the buildings, general liability insurance, janitorial supplies and some general operating supplies such as light bulbs.

The initial 9 months of the contracted management span from **February 15, 2010, thru November 16, 2010**. The following pages provide a comprehensive analysis of all cost centers, management performance and customer reaction.

Ronald Moore, Assistant Director  
Parks & Recreation Department

John Holland, Director  
Parks & Recreation Department



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## Management

### Reporting/Communication

HPSM is required to submit lengthy reports to the Parks & Recreation Department on a monthly basis.

The principal managers and staff members of HPSM meet on a weekly basis with Assistant Director Ronald Moore to communicate all issues regarding the tennis center. Revenues, usage, procedures and customer interaction are among the matters that are very closely monitored and reports are then conveyed to the department director and city management.

The Tennis Task Force continues to meet on a regular basis, engaging stakeholders and members of HPSM in constructive conversation to ensure a well rounded programming plan.

On site inspections are conducted on monthly basis by Parks & Recreation management. These site visits are well received by both HPSM staff and the public using the courts and encourage property improvements as well as open communication.



*EVALUATION: REPORTING AND COMMUNICATION CONTINUES TO BE SATISFACTORY.*

### Staffing and Court Maintenance

HPSM has provided all day-to day staffing in the reservations office and pro shop and court maintenance. Winter Park Tennis Center hours are Monday thru Friday from 7 a.m. to 10 p.m., and weekends from 7 a.m. to 6 p.m.

Assistant Director Ronald Moore has met with the HPSM staff regarding court maintenance and communicated his concerns. In particular, areas in need of improvement include ensuring agitation of surface material at the edges and corners of the soft courts to prevent hardening and algae growth, irrigation regulation of the soft courts and the number of daily maintenance hours.. HPSM has recently contracted with Total Court Maintenance for maintenance of the courts. Mr. Moore will continue to closely monitor court maintenance, particularly the soft courts, to ensure that the city's assets are cared for properly. The city provides resurfacing materials and equipment.

*EVALUATION: HPSM CONTINUES TO PERFORM WELL WITH REGARD TO STAFFING, CUSTOMER SERVICE, AND DAILY OPERATION .*

## Revenues > Court Fees and Pro Shop Sales

Reservation staff is available to take phone calls and accommodate walk-in customers. First 9 month gross hourly court usage revenues are as follows:

Hard Court Hourly	\$ 10,565.08
Soft Court Hourly	\$ 16,227.15

Pro shop sales are new to the operation at the Winter Park Tennis Center. In the past, only tennis balls were sold. A nicely equipped pro shop is on site and HPSM staff has taken pride in ensuring that the proper mix of equipment is available to customers. Beverages and snacks are offered as well.

Gross pro shop:	\$26,807.44*
Net revenue to city:	\$ 2,995.26

\*HPSM does not receive a portion of the pro shop sales. This service is contracted by HPSM to E-Tennis. The city receives a portion in accordance with the contract with HPSM.

## Memberships

Memberships have decreased when compared to close of FY2009. During the transitional period of September 30, 2009, and February 14, 2010, many memberships were not renewed pending the decisions made concerning management philosophy.

Members on Feb 15, 2010:	140
Current members:	200
Members on September 30, 2009:	204
During the last 9 months:	39 new members 134 renewals 52 expirations 27 Still valid from last yr.

Gross membership revenues, first 9 months:	\$50,486.26
Net revenue to city:	\$ 5,044.19

## Revenues > Tennis Lessons/Instructor Fees

Tennis instruction income has increased dramatically. The subcontractor is very closely monitoring all instructor activities at the Tennis Center. This is the particular cost center that was predicted to produce a substantial income. HPSM has several instructors under their employ and there are three independent instructors using the courts for lessons.

Following are statistics of the three independent instructors teaching at the Winter Park Tennis Center NET income after a percentage is paid to HPSM and the city:

Kay Merrill Staff -Bev Buckley Trish Riddell	\$ 7,009.50	Pro 3 USPTA Rating Pro 1 USPTA Rating Pro2 USPTA Rating
Kurt Roeschaur	\$ 17,823.75	Pro 3 USPTA Rating
Richard Schmidt Staff-Danny McGuire Brandon Pike	\$ 36,412.36	Pro 2 USPTA Rating Pro 3 USPTA Rating Pro 3 USPTA Rating

**Net independent instructor income to city: \$ 8,430.46**

The tennis instructors below are employed by HPSM. The particular payments to these instructors are not reported.

Gross HPSM instruction/clinic revenue: \$54,655.11

Net HPSM instruction/clinic payment to city: \$5,499.38

HPSM Professional Tennis Instructors	
NAME	USPTA RATING
Angie Zguna	Professional 1
Beau Jones	Professional 1
Bill Jones	Professional 2
Jimmy Roeasch	Professional 2
Nolan Negron	Professional 2
Tobias Swantesson	Professional 1

**NOTE:** Five additional instructors are teaching at other city-owned courts at Phelps Park and Cady Way Park. Income to the city from these courts, which represents 15% of the instructors gross income from February thru November is as follows:

**Cady Way Park: \$6,267.06**  
**Phelps Park: \$1,533.00**  
**TOTAL: \$7800.06**

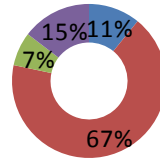


## Revenues > Totals and Comparisons to 2009

Net income to the city General Fund has surpassed the projections. As a result of the formulas and minimums for calculating instructor fees, the net benefit to the city is higher than the overall percentage listing in the contract.

**9-MONTH period TOTAL income: \$ 398,699.85**  
 Net payment to city by subcontractor: \$ 45,573.40  
 Net subcontractor Income: \$ 283,008.75  
 Net Independent contractor income: \$ 46,305.52  
 Net E-Tennis income: \$ 23,812.18

### Total Income Distribution



■ CITY PERCENTAGE 11%  
 ■ HPSM PERCENTAGE 68%  
 ■ E-TENNIS INCOME 6%  
 ■ INSTRUCTOR INCOME 15%

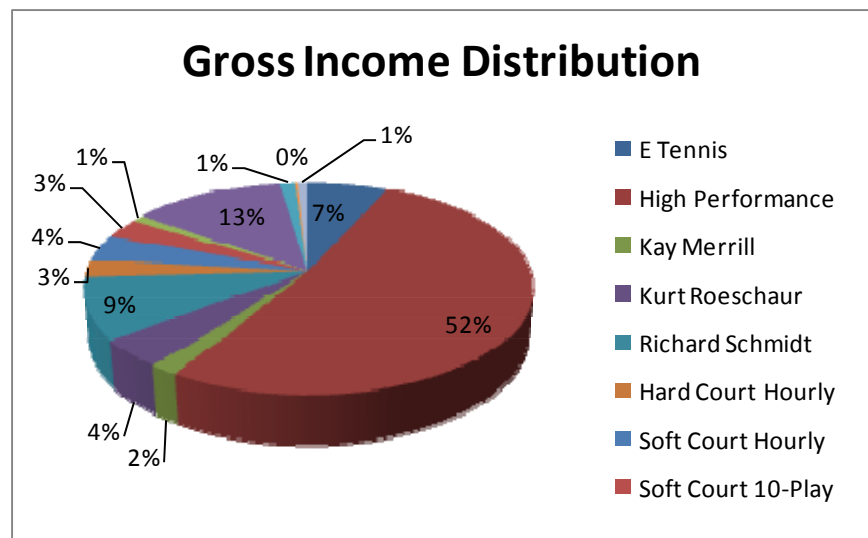
### Comparisons to revenues received during the same period in 2009

Description	02/15/2009 thru 11/16/09 Ac- Revenue Data	Sale Qty	02/15/2010 thru 11/16/2010 Actual Revenue Data	Sale Qty	Sale Qty Difference	Revenue Difference	Percentage Difference in Revenue
Clay Court Hourly	\$7,079.32	1284	\$16,227.15	2917	1,633	\$9,147.83	129%
Hard Court Hourly	\$3,169.08	677	\$10,565.08	1975	1,298	\$7,396.00	233%
All Court Mem- ber	\$24,600.00	90	\$50,486.26	153	63	\$25,886.26	105%
Clay Court Play Pass	\$5,886.96	107	\$12,270.50	187	80	\$4,383.54	74%
Hard Court Play Pass	\$718.25	21	\$4,173.40	119	99	\$3,455.15	481%

## Revenues > Total Income Distribution Data

Following are tables of statistical data for the period of February 15, 2010, to November 16, 2010:

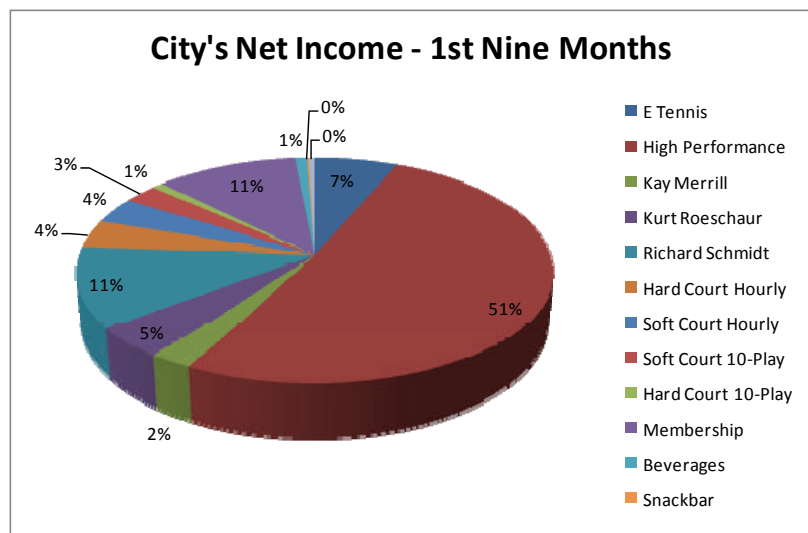
GROSS INCOME	Total 9 Months
E Tennis	\$ 26,807.44
High Performance	\$ 207,481.08
Kay Merrill	\$ 7,009.50
Kurt Roeschaur	\$ 17,823.75
Richard Schmidt	\$ 36,412.36
Hard Court Hourly	\$ 10,565.08
Soft Court Hourly	\$ 16,227.15
Soft Court 10-Play	\$ 12,270.50
Hard Court 10-Play	\$ 4,173.40
Membership	\$ 50,486.26
Beverages	\$ 5,295.13
Snack bar	\$ 920.00
Tournaments	\$ 3,228.20
<b>TOTAL</b>	<b>\$ 398,699.85</b>



## Revenues > City Portion of Income

Following are tables of statistical data for the period of February 15, 2010, to November 16, 2010:

<b>CITY'S NET INCOME</b>	<b>Total 9 Months</b>
E Tennis	\$ 2,995.26
High Performance	\$ 23,276.02
Kay Merrill	\$ 1,164.77
Kurt Roeschaur	\$ 2,121.85
Richard Schmidt	\$ 5,143.84
Hard Court Hourly	\$ 1,810.40
Soft Court Hourly	\$ 1,695.46
Soft Court 10-Play	\$ 1,227.50
Hard Court 10-Play	\$ 397.00
Membership	\$ 5,044.19
Beverages	\$ 430.02
Snack bar	\$ 70.79
Tournaments	\$ 196.30
<b>TOTAL</b>	<b>\$ 45,573.40</b>



## Court Usage AVERAGES

<b>COURT USAGE AVERAGES 2/15/10 through 11/16/10</b>			
<b>CLAY COURTS</b>			
Morning 7am-Noon,	% of courts <b>in use</b>		67.34%
Morning 7am-Noon,	% of courts <b>not used</b>		32.66%
Afternoon Noon to 7pm	% of courts <b>in use</b>		26.32%
Afternoon –Noon to 7pm	% of courts <b>not used</b>		73.68%
Evening 7pm to 10pm	% of courts <b>in use</b>		25.87%
Evening 7pm to 10pm	% of courts <b>not used</b>		74.19%
<b>Hard Courts Averages 2/15/10 through 11/16/10</b>			
Morning 7am to Noon	% of courts <b>in use</b>		32.09%
Morning 7am to Noon	% of courts <b>not used</b>		67.91%
Afternoon Noon to 7pm	% of courts <b>in use</b>		17.75%
Afternoon –Noon to 7pm	% of courts <b>not used</b>		82.25%
Evening 7pm to 10pm	% of courts <b>in use</b>		20.46%
Evening 7pm to 10pm	% of courts <b>not used</b>		79.54%

As shown, the mornings are the most desirable time frames that have traditionally shown the heaviest usage. This time frame is generally the period in which teams and frequent players are on the courts.

Afternoons, although in the heat of the day, is for the most part utilized by teaching professionals.

The matrix above is based upon actual usage for the 9-month evaluation period of February 15, 2010, through November 16, 2010. Based upon this information, the Parks & Recreation Department management team will make recommendations for minor changes to the court availability agreement outlined in the contract with HPSM. All recommendations are listed on the summary on page 12. Most concerning to Parks & Recreation management are the unused hard courts during the afternoon.

## Suggestion Box Comments Analysis

A suggestion box was installed by the Parks & Recreation management in early March. It was intended to serve as a voluntary user group survey. Results are listed below:

**Pricing:** 12 negative comments  
(Largest Complaint)  
1 positive comment

**Court Availability:** 2 negative comment  
1 inquiry

**Cleanliness:** 3 negative comments

**Staff:** 3 positive comments  
1 inquiry  
6 negative comments  
(phone issues only)

**Condition of Courts:** 4 positive comments  
1 negative comment

**Rules:** 11 negative comment  
(mostly misinterpretations  
of the rules.)  
1 inquiry



All comments, positive and negative were shared with HPSM staff and the Tennis Task Force. The comment cards are reviewed monthly by the Tennis Task Force. Parks & Recreation management will continue to document comments and evaluate for possible adjustment recommendations.



## Summary

Overall, HPSM continues to perform well with the exception of two areas that are mandated by the contract and which will require improvement. These two concerns are the distribution of the newsletters and the usage of the city court reservations system. The subcontractor and staff are substantially in compliance with the terms of the contract agreement and have been receptive to very close supervision by the Parks & Recreation Department. HPSM has been counseled on the issues within this report and improvement is expected.

The Parks & Recreation Department management recommendations for adjustment are as follows:

- A change in the contract renewal that would reflect the **removal of the designation of prime time be applied to the hours of 7pm to 10pm.**
- A reduction in the required number of courts that must remain available for open play. Having four **hard courts** open during PRIME/NON-PRIME TIME is causing HPSM to turn away clinics and lessons and the resultant revenue while the demand for open play tennis has not increased. **Allowing two hard courts available for open play during prime/non prime time is the recommended change in rules for the Winter Park Tennis Center.**
- **During public school break/vacation schedule, an increase (from 6 to 8) in soft courts available to the public in exchange for a reduction in the available hard courts (from 4 to 2).**
- Should a contract renewal be approved, **a complete review of licensing held by HPSM must be initiated** and must include beer and wine license, tax certificate, federal ID number, USPTA Certifications. Further a review of the inventory owned by the city and E-Tennis should be conducted.

Below are some of the efforts by HPSM that are appreciated by Parks & Recreation management:

- Reporting is timely and detailed.
- Weekly meetings with Parks and Recreation Management have not been missed and corrections were made if any.

Parks & Recreation Department

491 Park Avenue South  
Winter Park, Florida 32789

Phone 407-599-3334

Fax 407-599-3454

E-mail [rmoore@cityofwinterpark.org](mailto:rmoore@cityofwinterpark.org) or

[jholland@cityofwinterpark.org](mailto:jholland@cityofwinterpark.org)



Nov 23, 2010



## Summary

Overall, HPSM is performing well in all areas. The subcontractor and staff are in compliance with the terms of the contract agreement and have been very receptive to very close supervision by the Parks & Recreation Department. Any complaints from tennis enthusiasts have been taken seriously and efforts have been made to accommodate everyone. Transition is generally difficult in any situation but HPSM seems to be very interested in ensuring not only their success but the overall success of the Winter Park Tennis Center.

The Parks & Recreation Department management recommendations for adjustment are as follows:

- A reduction in the required number of courts that must remain available for open play. Having eight courts open during NON-PRIME TIME is causing HPSM to turn away clinics and lessons and the resultant revenue while the demand for open play has not increased. **Four soft and two hard courts available for open play during prime time is the recommended change in rules for the Winter Park Tennis Center.**
- HPSM will be required to submit meaningful data related to court usage. **Number of courts available and utilized, with subcategories for member play, instructor usage and open play data will be required monthly.**

Below are some of the efforts by HPSM that are appreciated by Parks & Recreation management:

- In February, HPSM held a meet and greet event with a round robin tournament. Thirty guests in addition to the HPSM pro's attended.
- In April and May, HPSM brought in tennis vendors for demo days.
- HPSM has instituted programs such as Cardio Tennis every Wednesday and provides free tennis lessons to the Boys & Girls Clubs of Central Florida Winter Park Branch attendees every Friday afternoon.
- Numerous clinics and tournaments are on the schedule.
- HPSM is thinking proactively about social entertainment at the tennis center such as gatherings to watch the Grand Slam on TV.

### Parks & Recreation Department

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Winter Park, Florida 32789

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June 2, 2010



# 90-DAY ANALYSIS

## WINTER PARK TENNIS CENTER

### Subcontracted Management Report



## INITIAL MANAGEMENT PERIOD

FEBRUARY 15, 2010, THRU MAY 16, 2010

- PERFORMANCE REVIEW
- REVENUE ANALYSIS
- FY2009 COMPARISONS

## INTRODUCTION

The Winter Park Tennis Center management was subcontracted to High Performance Sports Management (HPSM) effective February 15, 2010. All staffing, maintenance and reservation duties are the responsibility of HPSM with the exception of substantial building and asset maintenance, which remains with the city.

The initial 90 days of the contracted management span from February 15, 2010, thru May 16, 2010. The following pages provide a comprehensive analysis of all cost centers, management performance and customer reaction.

Ronald Moore, Assistant Director  
Parks & Recreation Department

John Holland, Director  
Parks & Recreation Department

Report Date: June 2, 2010



## Suggestion Box Comments Analysis

A suggestion box was installed by the Parks & Recreation management in early March. It was intended to serve as a voluntary user group survey. Between March 3 and April 28, 2010, comments were collected. Results are listed below:

Pricing:	7 negative comments
Court Availability:	1 negative comment
Cleanliness:	2 negative comments
Staff:	3 positive comments 3 negative comments (phone issues only)
Condition of Courts:	2 positive comments
Rules:	1 negative comment 1 inquiry

All comments, positive and negative were shared with HPSM staff. Resolutions were agreed upon in the form of additional waste containers installed and a custodial/maintenance schedule established. The comment cards are collected and reviewed biweekly by the chair of the Tennis Committee and Assistant Director Ronald Moore. Parks & Recreation management will continue to document comments and evaluate for possible adjustment recommendations.

## Note: Prior to Subcontractor Agreement

During the period between October 1, 2009, and February 14, 2010, the process of choosing a subcontracted management vendor was in the evaluation phase. Temporary reservation staffing and close management by Assistant Director Ronald Moore kept the Tennis Center open seven days a week and following are the revenue for that time frame:

Temporary Salaries:	\$	21,489.00
Revenues 10/1/09-2/14/10:	\$	34,434.00
Net Profit for 135 days:	\$	12,945.00
Daily Profit per day:	\$	99.00

Expenses reflect neither the costs of supervision by Assistant Director Ronald Moore nor the court maintenance staff.

**Court Usage**

<b>COURT USAGE February 15, 2010 thru May 16, 2010</b>	
<b>No. of Days Soft Courts Unavailable</b>	
Prime Time 7:30 a.m. to 9:30 a.m.	7
Prime Time 9:30 a.m. to 11:30 a.m.	22
Prime Time 7 p.m. to 9 p.m.	9
<b>No. of Days Hard Courts Unavailable</b>	
Prime Time 7:30 a.m. to 9:30 a.m.	2
Prime Time 9:30 a.m. to 11:30 a.m.	7
Prime Time 7 p.m. to 9 p.m.	2
<b>No. of Days 4 or More Hard Courts Unavailable</b>	
Prime Time 7:30 a.m. to 9:30 a.m.	0
Prime Time 9:30 a.m. to 11:30 a.m.	26
Prime Time 7 p.m. to 9 p.m.	10
<b>No. of Days 4 OR MORE Courts Unavailable</b>	
NON PRIME TIME 11:30 a.m. to 7 p.m.	12

Prime time is defined at 7 a.m. until 11 a.m. and 7 p.m. until 9 p.m. daily. These are the most desirable time frames that have traditionally shown the heaviest usage. This time frame is generally the period in which teams and frequent players are on the courts.

Non-prime time, although in the heat of the day, is for the most part utilized by teaching professionals.

The matrix above is based upon actual usage for the 90-day evaluation period of February 15, 2010, through May 16, 2010. Based upon this information, the Parks & Recreation Department management team will make recommendations for minor changes to the court availability agreement outlined in the contract with HPSM. All recommendations are listed on the summary on page 12. Most concerning to Parks & Recreation management are the unused courts during the non-prime time periods.

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## Management

### Reporting/Communication

HPSM is required to submit lengthy reports to the Parks & Recreation Department on a monthly basis.

The principal managers and staff members of HPSM meet on a weekly basis with Assistant Director Ronald Moore to communicate all issues regarding the tennis center. Revenues, usage, procedures and customer interaction are among the matters that are very closely monitored and reports are then conveyed to the department director and city management.

The Tennis Committee continues to meet on a regular basis, engaging stakeholders and members of HPSM in constructive conversation to ensure a well rounded programming plan.

On site inspections are conducted on biweekly basis by Parks & Recreation management. These site visits are well received by both HPSM staff and the public using the courts and encourage property improvements as well as open communication.

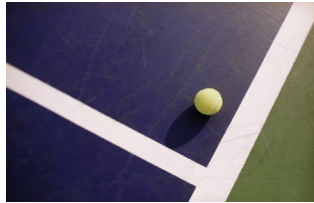
*HPSM is performing well in areas of reporting and communication.*

### Staffing and Court Maintenance

HPSM has provided a minimal but sufficient staffing level in the reservations office and pro shop. Laura May is the primary reservations staff member and she has worked well with city staff in conveying customer concerns as well as offering proactive suggestions for improvements in the appearance and usage of the entire facility. Winter Park Tennis Center hours are Monday thru Friday from 7 a.m. to 10 p.m., and weekends from 7 a.m. to 6 p.m.

Assistant Director Ronald Moore has met with the HPSM staff regarding court maintenance and communicated his concerns. In particular, areas in need of improvement include ensuring agitation of surface material at the edges and corners of the soft courts to prevent hardening and algae growth. Further, the timing of the maintenance should be redirected to periods of slow or no play as opposed to attempting to perform maintenance when activity is high. Mr. Moore will continue to closely monitor court maintenance, particularly the soft courts, to ensure that the city's assets are cared for properly. The city provides resurfacing materials and equipment.

*HPSM is performing well with regard to staffing, daily operation and general maintenance.*



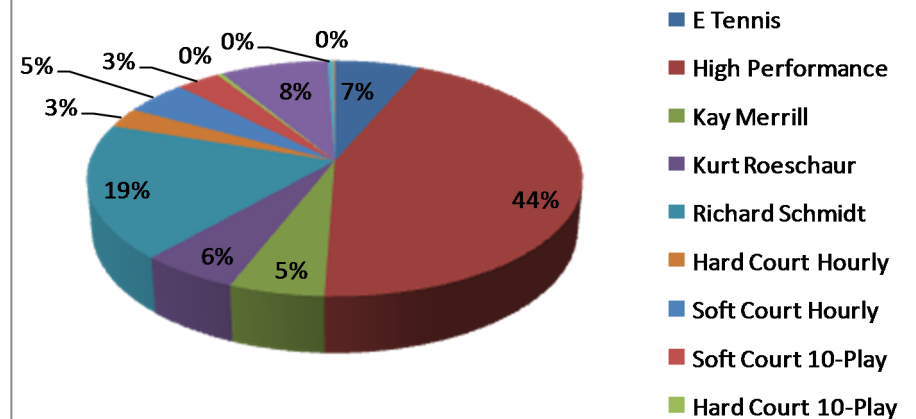
## Revenues > City Portion of Income

Following are tables of statistical data for the period of February 15, 2010, to May 16, 2010:

### CITY'S NET INCOME

	TOTAL 90 DAYS
E Tennis	\$ 800.38
High Performance	\$ 5,499.38
Kay Merrill	\$ 644.00
Kurt Roeschaur	\$ 690.00
Richard Schmidt	\$ 2,297.25
Hard Court Hourly	\$ 343.60
Soft Court Hourly	\$ 581.86
Soft Court 10-Play	\$ 412.50
Hard Court 10-Play	\$ 48.50
Membership	\$ 1,008.60
Beverages	\$ 53.47
Snackbar	\$ 14.74
<b>TOTAL</b>	<b>\$ 12,394.28</b>

### CITY'S NET INCOME Total 90 Days



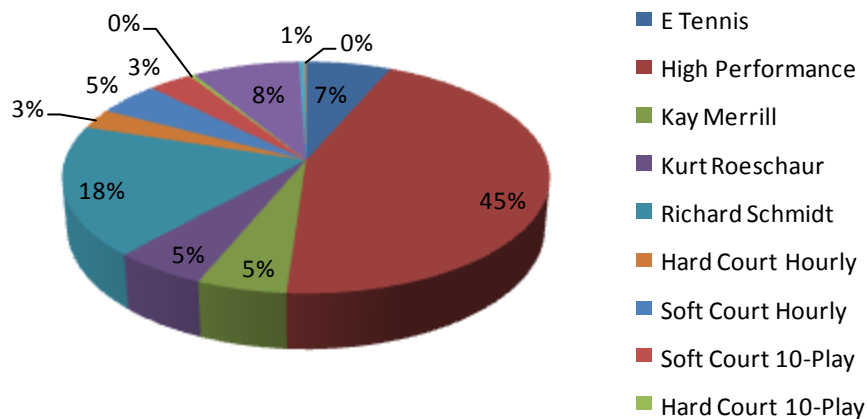


**Revenues > Total Income Distribution Data**

Following are tables of statistical data for the period of February 15, 2010, to May 16, 2010:

**TOTAL INCOME**

	<b>TOTAL 90 DAYS</b>
E -Tennis	\$ 7,973.80
High Performance	\$ 54,665.11
Kay Merrill	\$ 6,360.00
Kurt Roeschaur	\$ 6,620.00
Richard Schmidt	\$ 22,330.00
Hard Court Hourly	\$ 3,436.00
Soft Court Hourly	\$ 5,818.60
Soft Court 10-Play	\$ 4,125.00
Hard Court 10-Play	\$ 485.00
Membership	\$ 10,086.00
Beverages	\$ 534.74
Snackbar	\$ 147.38
<b>TOTAL</b>	<b>\$ 122,581.63</b>

**TOTAL INCOME Total 90 Days****Revenues > Court Fees and Pro Shop Sales**

Reservation staff is available to take phone calls and accommodate walk-in customers. First 90-day gross hourly court usage revenues are as follows:

Hard Court Hourly	\$ 3,436.00
Soft Court Hourly	\$ 5,818.60

Proshop sales are new to the operation at the Winter Park Tennis Center. In the past, only tennis balls were sold. A nicely equipped pro shop is on site and HPSM staff has taken pride in ensuring that the proper mix of equipment is available to customers. Beverages and snacks are offered as well.

Gross proshop and beverage/snacks revenues:	\$8,655.92*
Net revenue to city:	\$ 865.59

\*HPSM does not receive a portion of the proshop sales. This service is contracted by HPSM to E-Tennis. The city receives a portion in accordance with the contract with HPSM.

**Memberships**

Memberships have decreased when compared to close of FY2009. During the transitional period of September 30, 2009, and February 14, 2010, many memberships were not renewed pending the decisions made concerning management philosophy.

Current members:	177
Members on September 30, 2009:	204
During the last 90 days:	10 new members
	17 renewals
	23 expirations

Gross membership revenues, first 90 days:	\$10,086.00
Net revenue to city:	\$ 1,008.00

**Revenues > Tennis Lessons/Instructor Fees**

Tennis instruction income has increased dramatically. The subcontractor is very closely monitoring all instructor activities at the Tennis Center. This is the particular cost center that was predicted to produce a substantial income. HPSM has several instructors under their employ and there are three independent instructors using the courts for lessons.

Following are statistics of the three independent instructors teaching at the Winter Park Tennis Center NET income after a percentage is paid to HPSM and the city:

Kay Merrill	\$ 5,086.00	Scheduled to test in December 2010 for Pro Certification
Kurt Roeschaur	\$ 5,304.00	Professional 3 USPTA Rating
Richard Schmidt	\$ 18,668.25	Professional 2 USPTA Rating

**Net independent instructor income to city: \$ 3,631.00**

The tennis instructors below are employed by HPSM. The particular payments to these instructors are not reported.

<b>HPSM Professional Tennis Instructors</b>	
NAME	USPTA RATING
Angie Zguna	Professional 1
Beau Jones	Professional 1
Bill Jones	Professional 2
Danny McGuire	Professional 3
Jimmy Roeasch	Professional 2
Nolan Negron	Professional 2
Tobias Swantesson	Professional 1

Gross HPSM instruction/clinic revenue: \$54,655.11

Net HPSM instruction/clinic payment to city: \$5,499.38

**All tennis lesson fees are set by the city, in accordance with the contract agreement with HPSM.**

**NOTE:** Seven additional instructors are teaching at other city-owned courts at Phelps Park and Cady Way Park. Income to the city from these courts, which represents 15% of the instructors gross income from February thru April (May not yet received) is as follows:

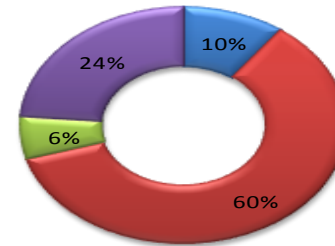
Cady Way Park: \$476.30  
Phelps Park: \$511.00

**Revenues > Totals and Comparisons to 2009**

Net income to the city General Fund has surpassed the projections. As a result of the formulas and minimums for calculating instructor fees, the net benefit to the city is higher than the overall percentage listing in the contract.

Fourteen percent of gross income has been paid to the city.

90-day period gross income:	\$122,581.63
Net payment to city by subcontractor:	\$ 12,394.68
Net subcontractor Income:	\$ 73,955.68
Independent contractor income:	\$ 29,031.25
E-Tennis income:	\$ 7,173.63

**TOTAL INCOME DISTRIBUTION**

CITY PERCENTAGE	10%
HPSM PERCENTAGE	60%
E-TENNIS INCOME	6%
INSTRUCTOR INCOME	24%

**Comparisons to revenues received during the same period in 2009**

Description	2/15/09 thru 5/16/09 Actual Revenue Data	Sale Qty	2/15/10 thru 5/16/10 Actual Revenue Data	Sale Qty	Sale Qty Difference	Revenue Difference	Percentage Difference
Clay Court Hourly	\$1,369.09	247	\$5,818.00	984	+737	+\$4,448.91	+425%
Hard Court Hourly	\$469.00	100	\$3,436.00	692	+592	+\$2,967.00	+733%
All Court Member	\$2,257.50	8	\$8,789.00	30	+22	+\$6,531.50	+389%
Hard Court Member	\$240.00	1	\$1,297.00	7	+6	+\$1,057.00	+540%
Clay Court Play Pass	\$1,187.72	23	\$4,125.00	75	+52	+\$1,749.56	+347%
Hard Court Play Pass	\$42.25	1	\$485.00	11	+10	+\$442.75	+1148%

CONTRACT FOR TENNIS MANAGEMENT FOR  
THE WINTER PARK TENNIS CENTER

This contract is made as of the 30<sup>th</sup> day of Nov., 2010 by and between the CITY of Winter Park a Political Subdivision of the State of Florida, by and through its Board of CITY Commissioners, hereinafter referred to as "the CITY", and High Performance Sports Management Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D Number is 26-3789841.

The CONTRACTOR shall perform the work as defined in this CONTRACT and in the specifications set out in RFP-2-2010, Tennis Management Services. The Exhibits to this CONTRACT and other documents that may be referred to are expressly incorporated into this CONTRACT and shall be fully a part of this CONTRACT, and binding upon the CONTRACTOR.

**ARTICLE 1 - CONTRACT**

The RFP specifications for RFP-2-2010, Tennis Management Services, the proposal submitted by CONTRACTOR for said RFP, and all exhibits to this CONTRACT are incorporated herein by reference and are fully binding upon the CONTRACTOR. In the event of any inconsistency between the provisions of an exhibit and a provision in this CONTRACT, the terms and conditions of the CONTRACT shall control.

The parties agree that Azalea Lane Tennis Center is a community tennis center serving primarily the residents of Winter Park. The CONTRACTOR shall work with existing professionals who are qualified in accordance with the requirements of the RFP and this CONTRACT to provide instructional services and the CONTRACTOR will honor long-standing team schedules and court selections consistent with the provisions of this CONTRACT and its exhibits. The management of the Azalea Lane Tennis Center by High Performance, Inc. will be subject to and consistent with the provisions of this CONTRACT, including but not limited to Exhibit "A" (Scope of Services). (Standards for employment and providing instructional services at the Tennis Center shall be Professional Level 3 or "P3" certification and successful background check/screening).

Without limitation, the following exhibits are incorporated herein by reference and are binding on CONTRACTOR:

- A. Exhibit "A" Scope of Services and Tennis Management Services RFP 2-2010 for Azalea Lane Recreation Center
- B. Exhibit "B" CONTRACTOR's Response to RFP/Fee Proposal Form
- C. Exhibit "C" Recommended Court Maintenance

- D. Exhibit "D" Work Request Entry
- E. Exhibit "E" Incident Report Form
- F. Exhibit "F" Memorandum dated December 16, 2009 from Ron Moore to Angie Zguna regarding accident/injury reporting guidelines
- G. Exhibit "G" Rules & Procedures

No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or bind either party hereto. All proposed changes must be submitted to the CITY in writing, and approved by the City Manager, Assistant City Manager and/or CITY Commission in writing prior to taking effect.

The CITY'S representative/liaison during the performance of this contract shall be Ronald Moore, Assistant Director of the Parks and Recreation Department, telephone number 407-599-3276. Mr. Moore shall not have the authority to modify or alter this CONTRACT.

#### **ARTICLE 2 - CONTRACT TERM**

Unless terminated sooner pursuant to the provisions in Article 5 regarding termination, the term of this CONTRACT shall be twelve (12) consecutive months beginning on February 15, 2010, subject to CONTRACTOR furnishing to the CITY appropriate business licenses for the City and County, P3 certifications for all instructors, and the required certificates of insurance showing the CITY as an additional insured. CONTRACTOR must obtain, and maintain, a valid and permanent beer and wine permit or license during the CONTRACT term. CONTRACTOR shall have ninety (90) days from the execution of this CONTRACT to obtain said beer and wine license from the Florida Division of Alcoholic Beverages and Tobacco.

Additionally, the parties shall cooperate to allow the CONTRACTOR to have access to the premises before February 15, 2010 so that the premises are appropriately fixtured, stocked and ready for operations to begin on February 15, 2010. Subject to the written consent of both parties, the CONTRACT may be extended for two additional one (1) year terms (for a maximum of three (3) one (1) year terms or thirty-six (36) months in total). No extension of this CONTRACT shall be binding on the CITY unless the extension is presented to the CITY Commission and approved at a public meeting.

#### **ARTICLE 3 - PAYMENTS TO THE CITY**

- A. CONTRACTOR agrees to pay the CITY ten percent (10%) of the total sales received from all of CONTRACTOR's operations on or related to the use of the Azalea Lane Tennis Courts or associated CITY amenities, (i.e., including but not limited to open court and/or non-instructional play, memberships, pro shop merchandise sales, equipment repair and other tennis related services, food and beverage and vending sales) less Florida sales tax, pro shop returned sales, and bank charges associated with dishonored checks.

CONTRACTOR agrees to reimburse the CITY for all instructional lessons consistent with Exhibit A, Section 7 (B).

Payments shall be made to the Parks and Recreation Department Administration Office no later than the 15<sup>th</sup> day of each month for the previous month's revenue collections.

- B. CONTRACTOR will keep books and records in a commercially reasonable manner sufficient to establish to the satisfaction of the CITY all of the CONTRACTOR's business transactions subject to the provisions herein by which ten percent (10%) of the gross receipts from sales shall be paid to the CITY. CONTRACTOR shall take no action to avoid or reduce payments due the CITY and shall abide by business procedures that may be requested by the CITY from time to time, including but not limited to the following:

(i). CONTRACTOR shall run all sales through a CITY approved cash register.

(ii). All use of courts by CONTRACTOR and its employees and agents will be documented using CITY approved or mandated sign-in sheet forms and procedures for reserving tennis courts.

The provisions of this CONTRACT, including but not limited to this section, apply to the CONTRACTOR and also to CONTRACTOR's employees, agents and independent contractors.

- C. CONTRACTOR shall abide by the Fee Proposal Form (Exhibit "B") and no fees may be altered without the prior written permission of the CITY.

#### **ARTICLE 4 - TERMINATION**

##### **A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this CONTRACT without cause upon thirty (30) days prior written notice to the other party.

Termination or cancellation of the contract will not relieve the CONTRACTOR of any deliverables and work product due prior to the termination of the CONTRACT (this will include but not be limited to reports, statements of accounts, payments due the CITY and any other records requested by the CITY prior to the termination of the CONTRACT, or after termination in the CITY's discretion if needed for a post-contract audit of money due on CONTRACTOR's performance).

Termination or cancellation of the contract will not relieve the CONTRACTOR of any obligations or liabilities resulting from any acts committed by the CONTRACTOR prior to the termination of the contract.



**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default.

If the alleged breach of contract is not cured, then the party serving the notice may terminate the CONTRACT and be excused from further performance following termination. After the service of a third notice of the same breach, the CITY may terminate immediately for breach on the fourth breach by CONTRACTOR, without opportunity to cure.

However, termination of the CONTRACT will not relieve the CONTRACTOR of any deliverables and work product due prior to the termination of the CONTRACT (this will include but not be limited to reports, statements of accounts, payments due the CITY and any other records requested by the CITY prior to the termination of the CONTRACT.)

**C. Hold Harmless and Indemnification of the CITY**

The CITY shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the CITY's decision to terminate this CONTRACT. Additionally, the CONTRACTOR agrees that in the event this CONTRACT is terminated for the CITY's breach, the damages that CONTRACTOR may have against the CITY shall be limited to actual damages for a period of thirty (30) days given the fact that this CONTRACT may be terminated by the CITY without cause on thirty (30) days notice.

**ARTICLE 5 - PERSONNEL**

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state, local law, and the provisions of this CONTRACT and all exhibits to this CONTRACT, to perform such services.

- B. Any changes or substitutions in the CONTRACTOR'S personnel who will be providing services directly to persons using the tennis court facilities and/or personnel responsible for handling sales receipts and accounting for payments to the CITY shall be disclosed in writing to the CITY'S representative and any substitute personnel shall be qualified in accordance with requirements of the CONTRACT and the exhibits to the CONTRACT. The CITY may require in writing, that the CONTRACTOR remove from contact with citizens any employee the CITY deems incompetent, careless, or otherwise objectionable.

C. **Equal Opportunity Employment**

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants employed, are treated fairly during employment without regard to race, color, religion, sex, age disability, or national origin. This provision will include, but not be limited to the following: (i.e. employment, upgrading; demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship).

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card.

D. **Fair Labor Standards Act**

CONTRACTOR is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

E. **Unauthorized Aliens**

The owner shall consider the employment by CONTRACTOR of unauthorized aliens as a violation of section 274A (e) of the Immigration and Nationalization Act, as amended.

**ARTICLE 6 - FEDERAL AND STATE TAX**

- A. The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.
- B. The CONTRACTOR shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

**ARTICLE 7 - INSURANCE**

A. **Certificate of Insurance**

The CONTRACTOR and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies to waive all rights of subrogation against the CITY. The CONTRACTOR shall submit certification or other documentation evidence to the CITY with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance (when applicable), as required by the RFP documents, including Exhibit "A".

B. **Disclaimer of Liability**

The CITY will not hold harmless or indemnify CONTRACTOR for any liability whatsoever.

#### **ARTICLE 8 - INDEMNIFICATION**

- A. The CONTRACTOR hereby agrees to indemnify and hold harmless the CITY of Winter Park, and its officials, representatives, agents, officers, and employees from and against all claims, damages, losses and expenses (including the costs of defending same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishings of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the successful CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The CONTRACTOR shall indemnify and hold harmless the CITY of Winter Park from and against any and all claims against the CITY, or any of its officials, representative, agents, officers, and employees, by any employee of the CONTRACTOR or any subcontractor.

The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

B. **Accidents & Claims**

The CONTRACTOR shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the CITY from all suits, claims and actions brought against the CITY or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person (s) or property (s) of another resulting from negligence or carelessness in performance of the work, or in protection of the project site, or from any improper of inferior workmanship, or from inferior materials used in the work or otherwise related to the project.

C. **Prohibitions**

The CONTRACTOR, his/her/its employees, subcontractors and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of any controlled substance while at work or while traveling to or from work. If any employee reports to work under the influence of drugs the employee shall be immediately removed from CITY premises by the bidder. The CONTRACTOR will be held responsible for any damage, loss or extra expenses caused by delays incurred by such actions.

#### **ARTICLE 9 - REMEDIES**

The CONTRACT shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party shall be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 10 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in performance of all work services and activities under this CONTRACT, an Independent CONTRACTOR, and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this CONTRACT shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control the manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an Independent CONTRACTOR and not as employees or agents of the CITY. Those instructors providing services to the CONTRACTOR as independent contractors shall be bound by the terms of this CONTRACT and the attachments as a condition of their employment.

#### **ARTICLE 11 - OPERATING REQUIREMENTS TO INSURE THE PURPOSE OF THE CONTRACT IS ACHIEVED**

A. It is the purpose of this CONTRACT to provide for the professional management of the Azalea Lane Recreation Center. In achieving this objective, the parties understand that there is a tradition by which recreational and community players have had access to the tennis courts and it is the intention of the CITY that the established uses of the Azalea Lane Recreation Center will not be disturbed because of this CONTRACT for Management Services. Accordingly, the following guidelines shall apply.

(1) Definitions:

- (i) "Non-instructional" playing time means time when recreational users without instructors are occupying a tennis court. "League" and "Team" play without a compensated instructor providing instruction shall be included in non-instructional play/recreational play. For purposes of this definition, it is not instructional play when a family member or friend of a player provides instruction without compensation. In contrast, "instructional" play is the use of a court by a player or players during which time a compensated instructor is providing any type of instruction in the playing of tennis. "Clinic" play and other compensated tutorial or instruction in any aspect of tennis is included in the definition of "instructional" play.
- (ii) "Prime Time" shall mean the hours of 7:30 a.m. to 11:00 a.m. and 7:00 p.m. to 9:00 p.m.
- (iii) The term "public school vacations" shall mean any period of time when students are on break or vacation from public school for more than three (3) school days in succession as determined by the then current school calendar for the Orange County School District. (Generally, this will include Winter Break, Spring Break and summer vacation periods).

- (iv) Hours of Facility: 7:00 a.m. to 10:00 p.m. Monday through Friday and 7:00 a.m. to 6:00 p.m. Saturday and Sunday
- (2) Prime Time Tennis Court Availability: Except as modified hereinafter for public school breaks/vacations, the CONTRACTOR guarantees that the following allotment of courts shall be available: During all Prime Time hours (7:30 a.m. to 11:00 a.m. and 7:00 p.m. to 9:00 p.m.), there will be four (4) hard courts and eight (8) soft courts available for non-instructional play, with the exception that two (2) soft courts will be available from 8:00 p.m. to 9:00 p.m. for clinic play.
- (3) Public School Vacations/Breaks Schedule: During any public school vacation or break, as that term is defined above, the following schedule and availability of courts shall apply:
  - (i) Prime Time hours of 7:30 a.m. to 11:00 a.m. and 7:00 p.m. to 9:00 p.m. during school breaks and vacations: four (4) hard courts and six (6) soft courts will be available for non-instructional play.
  - (ii) Non-Prime Time availability: The standard court availability for the non-prime hours of 11:00 a.m. to 7:00 p.m. shall apply; this means that during non-prime time hours a minimum of four (4) soft courts and four (4) hard courts will be available for non-instructional play.
- (4) Non-Prime Time Availability of Courts for Non-Instructional Play: During all non-prime hours (between 11:00 a.m. to 7:00 p.m.) four (4) soft courts and four (4) hard courts will at all times be available for non-instructional play.
- (5) Free Play Without Instructional Play: During operating hours on Christmas, New Year's Day, Easter Sunday and Thanksgiving, there will be free play without instructional play on all sixteen (16) courts. However, persons wishing to play on these dates will be required to schedule court time in accordance with the usual procedures in advance.

B. Operational Requirements

- (1) High Performance is responsible to unlock the facility by 7:00 a.m. and lock the facility by 10:00 p.m. daily except on the free play days (Christmas, New Year's Day, Easter Sunday and Thanksgiving), on which dates the facility will be opened by 7:00 a.m. and locked by 7:00 p.m. There will be appropriate signage prepared by CONTRACTOR (with the prior approval by the CITY) warning patrons that they are responsible for any injury suffered during the course of using the facility during any period of time when CONTRACTOR is not on-site providing supervision. The signage will also warn the patrons that they assume the risk of injuries incident and naturally arising out of playing tennis and the utilization of the facility.
- (2) Lights will be turned on at 5:30 p.m. daily.



- (3) CONTRACTOR will permit the use of common areas and facilities by members of the public and will not restrict the same. Without limitation, such common areas include the sidewalks, practice wall and the public restroom. If CONTRACTOR observes any improper use or behavior, it shall promptly notify the proper authority, which may include the Winter Park Police Department. The City of Winter Park is not requesting that CONTRACTOR or its subcontractors, agents or employees intervene in any emergency situation that would properly be within the jurisdiction of law enforcement.
- (4) CONTRACTOR is responsible for the court maintenance as set out in Exhibit "C" (Recommended Court Maintenance) and as directed by the CITY's representative.
- (5) There will be permitted up to four (4) junior tournaments per year (two to three days each) and up to four (4) adult tournaments per year (of two to three days each tournament).
- (6) CONTRACTOR will provide to the CITY's representative a work order for approval by the CITY with respect to any placement of assets and fixtures within the concession/food and retail facility at the Tennis Center. The CITY's representative and CONTRACTOR will mutually inventory and reach an agreement regarding the CITY assets that may be controlled or used by CONTRACTOR during the term of this CONTRACT. These assets will be returned to the CITY in good condition, reasonable wear and tear accepted, upon termination of the CONTRACT.
- (7) Other City of Winter Park tennis court facilities outside of the Azalea Lane Tennis Center are not part of this CONTRACT.
- (8) To the fullest extent reasonably possible, CONTRACTOR will not schedule or permit non-instructional and instructional play to occur on courts side by side within the same fenced area.
- (9) The CITY has the authority to establish hours of operation, and if hours of operation are changed during the term of this CONTRACT, then this CONTRACT shall be automatically amended to reflect the new hours of operation for the Tennis Center.
- (10) CONTRACTOR shall be responsible to supervise the use of the courts and will prohibit improper use of the tennis courts at the Center. Without limitation, CONTRACTOR will not permit non-tennis related activities taking place on the tennis courts, included but not limited to the use of courts for purposes of calisthenics, exercise, games, play or other activities not directly related to the actual playing of the game of tennis or tennis instruction.

- (11) CONTRACTOR shall limit the places where patrons may possess and consume alcoholic beverages as set forth in this subsection. The possession and consumption of alcoholic beverages shall be limited to the premises of the structure at which alcoholic beverages may be sold and distributed by the CONTRACTOR in accordance with this CONTRACT and any immediately adjacent area where patrons may sit or congregate for the purpose of consuming food and beverage, which area shall be subject to approval by the CITY in terms of configuration and location (such approval will not be unreasonably withheld).
- C. These Provisions Are A Supplement to Scope of Services: The operational details provided in this CONTRACT are a supplement to the Scope of Services (including the section entitled "Responsibilities of the CONTRACTOR"), which is a part of this CONTRACT. The responsibilities of the CONTRACTOR as set out in the Scope of Services shall also apply in addition to these provisions.
- D. Cooperation: The parties will work cooperatively to insure that instructional and tournament play will not interfere with the general right of the public to play recreational and non-instructional tennis.
- E. Non-Circumvention: CONTRACTOR will not attempt to circumvent these requirements by providing instruction on a court that is otherwise set aside for non-instructional play in accordance with the schedules set out above. This will include the fact that no instructional play shall occur on a court reserved for non-instructional play notwithstanding the fact that the person schedule for non-instructional play fails to arrive for use of the court during the time scheduled.
- F. Periodic Review: The operational details discussed in this Article 11 shall be reviewed periodically between the CITY and CONTRACTOR in accordance with the procedures set out in the attached Exhibit "A", sub-paragraph 2 (O). Adjustments may be made in the operational details, as a result of such review, including adjustments to the allocations of courts for instructional and non-instructional play. Any adjustments made to the schedule, apportionment of courts or any other operational detail, must be mutually agreed in writing by the CONTRACTOR and City Manager (or his designee).

#### **ARTICLE 12 - NOTICE**

All notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Mayor Kenneth Bradley  
Randy Knight, City Manager  
City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789

And if sent to the CONTRACTOR shall be mailed to:

High Performance Sports Management, Inc.  
2231 W. Fairbanks Avenue  
Winter Park, FL 32789

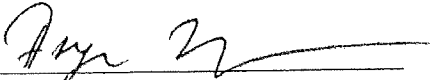
**ARTICLE 13 – PRO SHOP LEASE**

To allow for CONTRACTOR to obtain a beer/wine license, the parties will enter a short form lease for CONTRACTOR'S use of the Pro Shop for a term coterminous with the term of this CONTRACT, and for the consideration set out in this CONTRACT. If this CONTRACT is terminated without cause, the CITY shall purchase, at cost, all of the CONTRACTOR'S inventory as of such termination that has any logo or other identifying feature that brands such inventory item or items as being uniquely associated with the CITY's Azalea Lane Tennis Center.

**IN WITNESS WHEREOF**, the CITY of Winter Park, Florida has made and executed this CONTRACT on behalf of the CITY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

HIGH PERFORMANCE SPORTS MANAGEMENT  
Company Name

  
Signature

ANZELA LOUNA  
Typed Name

PRESIDENT  
Title: President

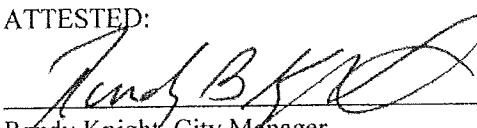
1.28.2010  
Date

CITY OF WINTER PARK

Kenneth W. Bradley  
Kenneth Bradley, Mayor

1-28-2010  
Date

ATTESTED:

  
Randy Knight, City Manager

1-28-2010  
Date

EXHIBIT "A"  
SCOPE OF SERVICES AND TENNIS MANAGEMENT SERVICES  
RFP 2-2010 FOR AZALEA LANE RECREATIONAL CENTER  
(DATE OF ISSUE OCTOBER 14, 2009)

Scope of Services will be defined as the scope derived from the RFP specifications as modified for purposes of the CONTRACT.

**1. General Information**

The CITY of Winter Park desires to contract High Performance Sports Management to provide tennis management services at the Winter Park Tennis Center located at 1045 Azalea Lane, Winter Park FL ("the Facilities"). The CONTRACTOR shall provide for the scheduling of and supervision of the tennis courts; private and group instruction; a Pro Shop for equipment and merchandise sales, equipment repair and other tennis related services.

**2. Responsibility of the CONTRACTOR**

- A. CONTRACTOR agrees to provide the CITY with sufficient qualified staff **over the age of 16** that has completed a full federal law enforcement background check (at the CONTRACTOR's expense). The term "Qualified Staff" shall be defined to include both employees and instructor sub-contractors of the CONTRACTOR. **The CITY will process the background checks through Human Resource and submit an invoice to the CONTRACTOR to be paid within seven (7) days after receipt by CONTRACTOR and in any event prior to the new hire contract's scheduled start date. All future staff additions will be subject to this process.**

Each employee of the CONTRACTOR shall wear a shirt that identifies them as an employee of the CONTRACTOR with a nametag prominently displayed. Independent contractor or subcontractor instructors shall wear name tags identifying themselves as instructors. All personnel of any kind found to have criminal offenses for drug use; violent offenses with a weapon, child abuse, domestic violence or sexual abuse shall not be permitted to provide services under this contract. CONTRACTOR shall provide an updated staff roster and background check report to the Parks and Recreation Department each time there is a staff change.

- B. The facilities shall be open for tennis play between the hours of 7:00 am and 10:00 pm., Monday through Friday and 7:00 am and 6:00 pm on Saturday and Sunday. The CONTRACTOR shall be responsible for opening and closing the park to include the front gate, tennis courts, CONTRACTOR shop and restrooms. CONTRACTOR shall keep the complex free from trash, debris, sand and water and maintain the overall cleanliness of complex facilities. Maintenance shall include daily dusting, mopping, cleaning and vacuuming of the Pro Shop, restrooms and removal of trash.

The CONTRACTOR shall notify the CITY within twenty-four hours of any non-routine maintenance needs of the complex facilities or equipment located thereon.

- C. CONTRACTOR shall obtain all necessary licenses and permits as required by law.
- D. CONTRACTOR shall abide by all Federal, State and local health and safety regulations.
- E. CONTRACTOR shall maintain a permit to sell beer, wine and food.
- F. CONTRACTOR shall maintain financial records in accordance with Section 6 of the Scope of Services.
- G. CONTRACTOR shall be a current in good standing, of the United States Professional Tennis Association with a minimum membership rating of Professional 1, and an NTRP of not less than 4.5. CONTRACTOR shall maintain Professional 1 Certification for the duration of the contract.

The professional teaching staff shall possess a membership of the United States Professional Tennis Association with a minimum membership rating of Professional 3, with an NTRP (National Tennis Rating Program) of not less than 4.0 playing ability of an NTRP of not less than 4.0 and demonstrated abilities in instruction of tennis. All established instructors operating at the facilities at the time of execution of this CONTRACT must obtain membership with the United States Professional Tennis Association, with a minimum membership rating of Professional 3, within six (6) months of the execution of this CONTRACT. Failure to do will result in the termination of the instructor's ability to give lessons at the facilities. **All instructors hired after execution of this CONTRACT shall provide documentation demonstrating satisfaction of this provision as a condition precedent to providing teaching services at the facilities.**

- H. CONTRACTOR agrees to provide the public with tennis instruction and to promote the same as follows:
  - 1) Promote and teach lessons in the game of tennis to individuals. Such instruction will be defined as "private lessons" for one person or "semi-private lessons" for more than one person by less than four people.
  - 2) Promote and teach lessons to individuals in a group of four (4) or more people. Such instruction will be defined as a "group lessons" for both adults (ages 10 and over) and juniors (ages 4 to 18).



- 3) Promote and teach lessons in groups of not less than six (6) or more than ten (10) persons per instructor. Such instruction will be defined as a "clinic". Fees for the various types of clinics that can be conducted are subject to the provisions of Paragraph 7, "Tennis Complex Fee Schedule", stated hereinafter.
- 4) Promote up to four (4) junior tennis tournament programs per year at the Tennis Center, if directed by the Parks and Recreation Department. A written schedule of sanctioned tournament dates, types and level shall be provided to the CITY sixty (60) days in advance of tournaments (and such notice will be publicly posted). When a tournament is in session that utilizes all of one court type, no less than two (2) of the other court type must be available for open play. Tournaments may utilize mixed courts or all eight (8) of one type of court. A maximum of eight (8) courts can be used for a tournament.
- 5) Assist in the establishment, operation and tabulation of a maximum of four (4) adult tournaments per year, including participation in establishing specific needs for individual tournaments. A written schedule of sanctioned tournament dates, types and levels shall be provided to the CITY sixty (60) days in advance of tournaments (and such notice will be publicly posted).

When a tournament is in session that utilizes all of one court types, no less than two (2) of the other court types must be available for open play. Tournaments may utilize mixed courts or all eight (8) of one type of court. A maximum of eight (8) courts can be used for a tournament.

Prior to this contract the CITY has approved a Nancy Reed Tournament, all proceeds and operations from this tournament will be governed by the CITY. This will be an annual event under these conditions. The CITY and CONTRACTOR will work jointly on sanctioning the Tennis Center as USTA facility.

- 6) Promote a Youth Summer Tennis Camp, ages 6 to 15, one week in duration per skill level.
  - 7) Coach tennis teams sanctioned by and at the Tennis Center. Such service will be defined as "coaching".
  - 8) Offer demonstrations of aspects of the game of tennis in promotion of the Tennis Complex free of charge, at least two (2) times per year for a period of time not to exceed ninety (90) minutes. The day and time for said demonstrations shall be at the CONTRACTOR's discretion.
- I. CONTRACTOR shall staff and operate the tennis Pro Shop in a manner as to provide for sale various tennis related equipment and merchandise such as tennis rackets, tennis balls, wrist bands, head bands, clothing and other items as may be approved by the CITY.

CONTRACTOR shall also be responsible for providing their own office supplies to include interior trashcans, and mats. The interior of the shop including all merchandise shall be displayed in a clean aesthetically pleasing presentation at all times. The CONTRACTOR will also provide Tennis Center patrons with tennis equipment repair services at fees approved by the CITY.

- J. CONTRACTOR shall staff the pro shop at all times during operating hours. Pro Shop operating hours are the same as the facility operating hours.
- K. CONTRACTOR shall meet in person a minimum once per week on property with the Parks and Recreation Department designee to discuss operations and resolve any issue that may have arisen. Meetings are scheduled for each Friday, at which time CONTRACTOR shall provide the Parks and Recreation Department with weekly reports. This is in addition to the monthly meetings required by sub-paragraph "O" hereinafter.
- L. The performance of daily maintenance duties (including cleaning and preparation) of courts and area surrounding the tennis courts. **Contractor shall adhere to the soft court maintenance instruction sheet (Exhibit C).**
- M. CONTRACTOR shall be responsible for all concessions. Concession vending machines may be owned and operated by the CONTRACTOR or owned and operated by a separate vending machine company. Maintenance of vending machines shall be accomplished by the owner/operator of the vending machines and all machines shall be kept clean and operational at all times.
- N. CONTRACTOR shall notify the Parks and Recreation Department of any system malfunctions at the Winter Park Tennis Center within 24 hours via a Work Order Request Form attached (Exhibit D).
- O. CONTRACTOR shall participate in a mandatory monthly meeting with the Tennis Task Force to discuss updating of policies, procedures, fees, scheduling conflicts and any other operational issues. Any changes to the scheduling will be submitted to both the Tennis Task Force and the CITY's Parks & Recreation Director. Conflicts will be addressed by the CITY's Parks & Recreation Director. All unresolved disputes will be deferred to the City Manager for resolution.
- P. In the event of an incident, CONTRACTOR shall fill out a CITY incident form. **(Exhibit E).**  
**The CONTRACTOR shall implement the CITY's policies for incidents and accidents.**  
**(Exhibit F)**

### 3 Responsibilities of the CITY

#### A. Facilities, equipment and services provided

- 1) CITY facilities are provided in "as is" conditions. CONTRACTOR is not authorized to make any modifications to the City facility without prior approval from the Chief of Facilities Management. The CONTRACTOR, at its own expense, may furnish paint to the CITY's Facilities Management Division for application in the pro shop area. The CITY will not install new carpet in the pro shop, however the CONTRACTOR may replace the carpet on the second floor of the Azalea Lane Tennis Tower at their own discretion and expense.
- 2) The facilities to be provided by the CITY are as follows: Qty (16) fenced, screened and lighted tennis courts (8 hard surface, 8 soft surface) and pro shop. Upon signing the contract locks will be replaced, and keys will be provided for Facilities Management, Fire Department, Parks and Recreation Administration Office and CONTRACTOR. All duplication of keys will be the responsibility of the CITY. Contractor shall maintain an accurate inventory of assigned keys. Contractor shall be required to replace locks at their expense if security is compromised due to lost keys.
- 3) Provide and pay for all utilities necessary to provide the services required by the contract. The CITY will not be responsible for any long distance telephone charges.
- 4) All repairs to the Tennis Center which is not the result of actions caused by the negligence of the CONTRACTOR or his employees.
- 5) Provide the CONTRACTOR with the cash register and bar code gun to record all transactions covered under the requirements of the contract.
- 6) Provide all necessary restroom supplies including hand soap, paper towel and toilet paper.
- 7) Maintain nets and windscreens, and will install and remove them at the beginning and end of each season.
- 8) Lawn care around the tennis facility such as watering, cutting and leaf removal.
- 9) Light replacement and fence maintenance around the tennis courts and pro shop.
- 10) Pro Shop building maintenance repairs such as building deterioration, plumbing and electrical problems.
- 11) Provide user license and training to CONTRACTOR for CLASS software program.
- 12) Provide and maintain a computer for use with cash register.

#### B. Access

The CITY agrees to establish reasonable procedures that will allow the CONTRACTOR to have access to and operate the Tennis Center in accordance with the requirements of the contract during, before and after normal operating hours. The CONTRACTOR shall ensure that only Tennis Center facilities are in use during those hours that the park is not open for normal activities.

#### C. Operational Decisions

- 1) League play and number of teams will be based on CITY's policy, and consistent with the terms of this CONTRACT.
- 2) The fee structure maximum for group and team lessons will be established by the City Commission or the City Manager, consistent with the terms of this CONTRACT.
- 3) All policies and procedures will be governed by the CITY, as per the terms of this CONTRACT. The Winter Park Tennis Center is a community tennis center and will remain as such with direct oversight by the CITY. Common areas will not be used for instructional activities: (restrooms, practice wall, sidewalks, parking lot, other parking areas, and office) during operational hours. General Procedures are attached. (Exhibit G).
- 4) All programming, special events, and special requests shall be submitted to the Parks and Recreation designee for review and approval by the 20<sup>th</sup> of each month preceding.

#### D. Off Site Tennis Facilities

- 1) Off- Site tennis courts (Cady Way, Phelps, and Community Center) will not be part of this contract; these facilities will be governed, maintained and programmed by the CITY.

#### 4. Advertising and Promotions

The CITY may promote the Tennis Center and services of the CONTRACTOR. The CITY will be allowed to use the CONTRACTOR'S name in any advertising or promotion. The CITY of Winter Park seal will appear on all promotional and advertising materials and must have prior approval from the CITY's Communication Department. The cost of advertising for promotion promulgated by the CITY will be met by the CITY.

The CONTRACTOR will be authorized to advertise and promote the facilities and services offered under the contract. The cost of all advertising and promotion promulgated by the CONTRACTOR will be paid by the CONTRACTOR. The CITY's website will provide a link to the CONTRACTOR'S website.

5. **Accounting Procedures**

The CONTRACTOR collecting revenues at the Tennis Center shall follow the accounting procedures in place without exception:

- A. The CONTRACTOR shall maintain complete accounting records and implement appropriate account controls consistent with good business practices.
- B. All transactions generated as a result of the operation of the Tennis Center including court use fees, instruction fees, merchandise, memberships, food & beverage and concession sales shall be accounted for as follows:
  - 1) All Tennis Center fees, services and sales shall be rung through the Tennis Center cash register provided by the CITY. No monies shall be collected on the tennis courts or in tennis courts area. All monies shall be processed in the office through the CITY provided register.
  - 2) CONTRACTOR shall accept cash, debit cards, checks and credit cards as forms of payment and run all charges through the CITY provided cash register. All checks are to be made payable to the CONTRACTOR. CONTRACTOR, at its discretion, may refuse to accept certain checks based upon poor purchaser history and/or frequency of dishonored check, subject to the consent of the City Manager.
  - 3) CONTRACTOR shall utilize the CITY's CLASS software program to input all reservations and fees. The program shall be maintained and utilized in a manner satisfactory to the CITY in its sole discretion. At a minimum, the inputted details shall include the full name, address and telephone number as a means of verification. Collection of email addresses for future communication is encouraged.
  - 4) A cash register receipt shall be issued to the customer for all transactions.
  - 5) Receipts from vending machines, computed as the net amount paid by the vending machine vendor, shall be rung up thorough the cash register upon receipt from the vending machine vendor. Vending machine revenue receipts, which are issued by the vending machine vendor, shall be included as a part of the monthly cash register receipts.
  - 6) CONTRACTOR shall turn in a weekly report, with register receipts on or before 4:00 p.m. each Monday to the Parks and Recreation Department at 401 Park Avenue South, Winter Park, FL 32789.
  - 7) Total sales use for the computation of the percentage distribution of revenue shall not include sales tax. Sales Tax shall be collected and remitted to the State of Florida as required by law. A certification form shall record all sales tax collected and remitted.



- 8) The CONTRACTOR's accounting records shall be available for audit/inspection by the CITY during hours of operation.
- 9) The CONTRACTOR shall maintain accounting records for a minimum of three (3) years.
- 10) The CONTRACTOR's shall provide the CITY with a monthly participation report (form and format of report shall be supplied by the CITY) to include all tennis related activities.

#### **6. Benefits**

The CONTRACTOR does not accrue, nor is entitled to any CITY employee benefits, including Workman's Compensation. The CONTRACTOR shall make all required tax payments arising from this engagement and hold the CITY harmless in respect to any liability for taxes in connection with the performance of the contract.

#### **7. Tennis Complex Fee Schedule**

##### **A. Open Tennis Play**

The CITY of Winter Park will be the responsible agency for the final determination of court fees for the use of the tennis courts for open play. Non-instructional play shall be the sole use of courts reserved for non-instructional play as set out in Article 11. The CONTRACTOR shall not allow instructional play on a court reserved for non-instructional play even if the court is unused. Court use fees for open play shall be stated on the fee rent form. The CITY reserves the right to approve or disapprove any future proposed changes to existing fees.

Rates are to be based on one-and-one-half (1 ½) hour court time for singles play and two (2) hours of court time for doubles play. Players may use the courts for additional periods, at the rates established, if there is no one waiting to use the courts.

The CITY may, within thirty (30) days prior notice to the CONTRACTOR modify or change the established rates.

##### **B. Individual or Group Instruction**

The CONTRACTOR shall establish the rates for individual and group instructions. Rates, once established, shall not be amended without prior approval by the CITY. The fee schedule for individual and group instruction shall be determined by each instructor. All fees or rates must be approved by High Performance and the CITY. All rate schedules must be posted at all times in a prominent location at the facilities. Fees are based on a per lesson basis. A lesson is defined as one sixty (60) minute session per court. Instructors shall charge no less than a minimum hourly rate of \$40.00, and no more than a maximum hourly rate of \$95.00, whether as a single or clinic lesson.

The CITY shall collect ten (10) percent of the gross revenues from each lesson, or a flat rate of \$7.50 per lesson, whichever is greater. Additionally, High Performance will impose a fee of \$6.00 per lesson for maintenance costs associated with the use of the facility. All instructional fees must be accounted for using appropriate accounting methods and collected at the pro shop. Clinic fees must adhere to this schedule, such that the minimum instructional charge per hour per court is \$40.00.

All other proposed rates, fees, and charges tournament rates, league rates, summer camp programs, after school programs, or tennis academy play shall be approved by the CITY prior to implementation. Rates for tournament, league or group program play will be based on a per student, per week basis. CONTRACTOR agrees to pay ten (10) percent of gross revenues associated with said play to the CITY. Non-tennis related activities are prohibited on the tennis courts.

C. Pro Shop

CONTRACTOR shall maintain stocked inventory (to include tennis apparel and equipment) at the Winter Park Tennis Center to be available for sale at all times. Stocked inventory shall be consistent with the RFP submittal

The CONTRACTOR shall provide a beginning and ending inventory on an annual basis. The CONTRACTOR shall turn the inventory at least twice a year to keep merchandise current with changing trends in the market. The CITY will not be responsible for loss of damage of CONTRACTOR owned inventory.

8. Rights Reserved

A. The CITY reserves the right to provide marketing sessions and in-house youth programming. CONTRACTOR shall work with the Boys/Girls Club two (2) times per month in accordance with the calendar for the school year. These sessions shall be limited in time to sixty (60) to ninety (90) minutes of instruction, at dates and times mutually agreed upon by the CITY and the CONTRACTOR.

B. The CITY has the right to use some or all of the Winter Park Tennis Center facility (but not including the Pro Shop), for a maximum of ten (10) non-consecutive days per year upon giving at least thirty (30) days advance notice to CONTRACTOR. During such use CONTRACTOR will not use such portion of the facility designated for CITY's use in the notice.

C. The CITY reserves the right to approve or reject proposed changes to fees. Fee adjustments are only eligible for amendment in April or October.

### **Contract Term**

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect for 36 consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City. There shall be the option of renewal for a possible fourth and fifth 12-month period (not to exceed 60 months in total), after written consent of both parties and approval by City Commission or City Manager. Approximately sixty days prior to expiration of the initial contract period, the successful bidder will be notified by the City that it seeks an extension, or told of the City's decision of cancellation. To be effective and enforceable, any changes in the scope of services or prices intended to apply in a renewal or extension period must be presented by City staff to the City Commission for approval or rejection. Upon written consent of both parties and approval of the City Commission or City Manager, the contract will be renewed for the second, third, fourth or fifth term.

### **Invoicing & Payment**

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment. All invoices shall bear the purchase order number or IFB/RFP number. Payment for partial shipments may not be made unless that is specified in the bid.

### **VISA Acceptance**

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful bidder may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment. Please indicate your ability to accept VISA in the space provided on the bid form.

### **Taxes**

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

### **Mistakes**

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. **Failure to do so will be at the Bidder's risk.** The City is not obligated to give successful bidder extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the bidder's total offer will be corrected accordingly.

### **Contract Award**

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the bid; reject any or all bids; or waive any minor informalities or technicalities in bids received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible bidder who submits a bid meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous bid. The City reserves the right to make an award to more than one bidder.

### **Modifications and Withdrawals**

Bids/proposals cannot be modified after submitted to the City. Bidders may withdraw bids/proposals at any time before the bid/proposal public opening. **HOWEVER – NO BID MAY BE WITHDRAWN OR MODIFIED AFTER THE BID/PROPOSAL PUBLIC OPENING.**

### **Disqualifications**

The City of Winter Park reserves the right to disqualify bids/proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the bidder. (See Non-Collusion Affidavit form). Bidder also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.



# city commission public hearing

item type	Public Hearing	meeting date	January 10, 2010
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning Department		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
	final vote		

## subject

This is second reading. Benjamin Partners Ltd. is asking the City Commission to extend the deadline for the de-annexation Ordinance # 2730-08 that was originally adopted on February 11, 2008. The City Commission previously extended the deadline until January 28, 2011, via the adoption of Ordinance 2789-09.

It is Orange County's position that when a property is de-annexed, it has no zoning of any kind until Orange County subsequently establishes a Comp. Plan designation and zoning category. As a result, Orange County originally asked the City in 2008, to put into this de-annexation ordinance a deadline for them to establish zoning. Otherwise until the zoning is established by Orange County, the properties are not officially de-annexed.

## background

The City of Winter Park originally agreed to de-annex five properties on Orlando and Benjamin Avenues via Ordinance No. 2730-08 on February 11, 2008 so that Mr. Bellows could deal with just one governmental jurisdiction (Orange County) for his Ravaudage Project rather than two jurisdictions as 95% of the property involved is not in the City of Winter Park but in Orange County's jurisdiction. The "Agreement for De-Annexation and Annexation of Property" that has been executed by Mr. Bellows gives the City the right (at our discretion) to annex not only these five properties back into the City but the entire project.

However, that ordinance did not become effective until Orange County established new comprehensive plan and zoning designations on these five properties, which had to occur by January 29, 2010. When that was not going to occur prior to that deadline, the City Commission, last year, on December 14, 2009 extended the deadline until January 28, 2011.

The attached letter from Orange County indicates that the Comp. Plan designation of PD was adopted on October 19, 2010. However, the companion PD zoning has not been approved yet.

## staff recommendation

Approval of the proposed ordinance providing another year for the process to be completed.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK,  
FLORIDA, AMENDING ORDINANCE NUMBER  
2789-09 TO EXTEND THE DEADLINE  
ESTABLISHED IN SECTION TWO BY ONE YEAR.**

**WHEREAS**, the City of Winter Park agreed to de-annex five properties via Ordinance No. 2730-08 on February 11, 2008, and

**WHEREAS**, that ordinance did not become effective per Section 2 of the ordinance until Orange County established comprehensive plan and zoning designations on these five properties which had to occur by January 29, 2010, and

**WHEREAS**, that deadline was extended by Ordinance 2789-09 until January 28, 2011, and as that deadline date cannot be achieved, the City is agreeable to extend the deadline by one additional year.

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:**

**SECTION 1.** That Section 2 of Ordinance No. 2730-08 is hereby modified to read as follows:

**“SECTION 2.** This ordinance shall take effect upon occurrence of the following: (1) execution of the Agreement for De-Annexation and Annexation of Property dated January 24, 2008, and (2) adoption of a County Comprehensive Plan amendment and County zoning designation for the properties described above and as depicted on the attached map (not including any portions of right-of-ways) in accordance with the procedures of Florida law; provided, however, that should these actions not be accomplished by January 28, ~~2012~~ 2014 then this Ordinance shall lapse and not be of any further force or effect.”

**SECTION 2.** This ordinance shall take effect immediately upon its adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

\_\_\_\_\_  
Mayor Kenneth W. Bradley

Formatted: Indent: First line: 0.5", Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers



City Clerk Cynthia S. Bonham

**ORDINANCE NO. 2789-09**

**AN ORDINANCE OF THE CITY OF WINTER PARK,  
FLORIDA, AMENDING ORDINANCE NO. 2730-08 TO  
EXTEND THE DEADLINE ESTABLISHED IN SECTION TWO  
BY ONE YEAR.**

**WHEREAS**, the City of Winter Park agreed to de-annex five properties via Ordinance No. 2730-08 on February 11, 2008, and

**WHEREAS**, that ordinance did not become effective per Section 2 of the ordinance until Orange County established comprehensive plan and zoning designations on these five properties which had to occur by January 29, 2010, and

**WHEREAS**, that deadline date cannot be achieved and the City is agreeable to extend the deadline by one year.

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:**

**SECTION 1.** That Section 2 of Ordinance No. 2730-08 is hereby modified to read as follows:

**"SECTION 2.** This ordinance shall take effect upon occurrence of the following: (1) execution of the Agreement for De-Annexation and Annexation of Property dated January 24, 2008, and (2) adoption of a County Comprehensive Plan amendment and County zoning designation for the properties described above and as depicted on the attached map (not including any portions of right-of-ways) in accordance with the procedures of Florida law; provided, however, that should these actions not be accomplished by January 28, 2011, then this Ordinance shall lapse and not be of any further force or effect.

**SECTION 2.** This ordinance shall take effect immediately upon its adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 14th day of December, 2009.

  
\_\_\_\_\_  
Mayor Kenneth W. Bradley

ATTEST:

  
\_\_\_\_\_  
City Clerk Cynthia S. Bonham



## Home Acres - Benjamin Partners Properties for De-annexation

City of Winter Park  
Planning Department  
December 2007



# city commission agenda item

item type	Public Hearing	meeting date	January 10, 2011	
prepared by	Debbie Wilkerson	approved by	<input checked="" type="checkbox"/> City Manager	
department	Public Works		<input checked="" type="checkbox"/> City Attorney	
division	n/a		<input type="checkbox"/> N A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N A
		final vote		

## subject

Request to vacate City easement at 1211 College Point, Winter Park, Florida.

## motion | recommendation

Approve request to vacate.

## background

Letters of no objection received from utilities serving the neighborhood. (See Attached)

## alternatives | other considerations

n/a

## fiscal impact

None

## strategic objective

n/a

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT FROM THE SOUTHEAST CORNER OF THE NW ¼ OF THE SE ¼ OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 30 EAST, RUN WEST 200 FEET ALONG THE SOUTH BOUNDARY OF THE NW ¼ OF THE SE ¼ OF SAID SECTION 7, THENCE RUN N 05°20'W 350 FEET, THENCE N 18°25'E 95 FEET, THENCE N71°35' W 20 FEET FOR A POINT OF BEGINNING, THENCE RUN N 71°35'00"W A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 18, BLOCK "H". AFORESAID VIRGINIA HEIGHTS; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR COURSES AND DISTANCES; N 18°50'54"E, 19.53 FEET; THENCE N05°53'00"E, 31.77 FEET; THENCE N 06°39'00"W, 28.60 FEET; THENCE N 19°11'00"W 71.40 FEET; THENCE LEAVING SAID EASTERLY LOT LINE, RUN S 59°56'26"E A DISTANCE OF 122.11 FEET; THENCE S 38°42'09"W A DISTANCE OF 75.17 FEET; THENCE S 19°33'09"W A DISTANCE OF 37.94 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "G", PAGE 107 OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING AN EFFECTIVE DATE.

**BE IT ENACTED** by the People of the City of Winter Park, Florida as follows:

**Section 1.** The City Commission of the City of Winter Park, Florida hereby vacates and abandons that certain utility easement located at 1211 College Point **FROM THE SOUTHEAST CORNER OF THE NW ¼ OF THE SE ¼ OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 30 EAST, RUN WEST 200 FEET ALONG THE SOUTH BOUNDARY OF THE NW ¼ OF THE SE ¼ OF SAID SECTION 7, THENCE RUN N 05°20'W 350 FEET, THENCE N 18°25'E 95 FEET, THENCE N71°35' W 20 FEET FOR A POINT OF BEGINNING, THENCE RUN N 71°35'00"W A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 18, BLOCK "H". AFORESAID VIRGINIA HEIGHTS; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR COURSES AND DISTANCES; N 18°50'54"E, 19.53 FEET; THENCE N05°53'00"E, 31.77 FEET; THENCE N 06°39'00"W, 28.60 FEET; THENCE N 19°11'00"W 71.40 FEET; THENCE LEAVING SAID EASTERLY LOT LINE, RUN S 59°56'26"E A DISTANCE OF 122.11 FEET; THENCE S 38°42'09"W A DISTANCE OF 75.17 FEET; THENCE S 19°33'09"W A DISTANCE OF 37.94 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "G", PAGE 107 OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING AN EFFECTIVE DATE.**

**Section 2.** The legal description is in reliance on the survey performed by Henrich-Luke & Swaggerty, LLC on September 22, 2010, Job No. E-7488.1. The City Manager is authorized to execute such curative documents and to record the same as may be necessary to conform the vacation to the accurate legal description of the easement being vacated.

**Section 3.** All ordinances or portions of ordinances in conflict herewith are hereby repealed.

**Section 4.** This ordinance shall take effect immediately upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 10<sup>th</sup> day January, 2011.

---

Mayor Kenneth Bradley

ATTEST:

---

City Clerk Cynthia S. Bonham



LAKE VIRGINIA



**FILE: 27-10.1**



Mark I. Luke  
Professional Surveyor & Mapper  
Florida Registration #5006



November 15, 2010

Donald J. Marcotte, P.E.  
City of Winter Park – City Engineer  
401 Park Avenue  
Winter Park, FL 32789

Dear Mr. Marcotte,

On behalf of Mr. and Mrs. Holm, owners of the property located at 1211 College Point, Winter Park, I submit a request to the City of Winter Park to abandon the utility easement from the eastern parcel of the property.

We have assembled “no objection of vacation of the utility easement” from all applicable utilities providers for this property. Therefore, we would like to process the next formal steps the City requires for the easement abandonment.

Please advise me as to what other requirements would be necessary to complete the abandonment.

Respectfully yours,

Charles W. Clayton III  
407-832-8725

Date: November 1, 2010

Phil Daniels  
City of Winter Park  
~~Water/Wastewater Asst. Utility Dir~~  
401 Park Ave. South  
Winter Park, Fl. 32789-4836

Dear Mr Daniels:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1211 College Point, Winter Park, Fl 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Charles Clayton, Charles Clayton Construction If you have any questions, please contact Hal Smith (407) 832-8726.

Sincerely

Name: Charles Clayton III  
Address: 2250 Lee Rd., Suite 120  
City, State, Zip Code: Winter Park, Fl 32789

-----  
\_\_\_\_\_ The subject parcel is not within our service area.

XXX \_\_\_\_\_ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

\_\_\_\_\_ The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_

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

*E. Phillip Daniels* 11/11/10

Print Name: E. Phillip Daniels

Assistant Utility Director

Title: Water and Wastewater Department

Date: November 10th, 2010



November 8, 2007

Mr. Charles Clayton III  
Charles Clayton Construction, Inc.  
2250 Lee Road  
Suite 120  
Winter Park, FL 32789

**RE: Request to Abandon Utility Easement at 1211 College Point, Winter Park**

Dear Mr. Clayton:

Please be advised that Progress Energy Florida Inc. (formerly known as Florida Power Corporation) Distribution Right of Way has "no objection" to the vacation and abandonment of any utility easements with in parcel shown on the accompanying Sketch of Description as this is no longer Progress Energy's service territory. The current electrical provider is now the City of Winter Park. You will need to obtain a letter from the current provider.

Please be advised that this vacation and abandonment is contingent upon a separate letter of approval from Progress Energy's Transmission Department. I will forward this information to Mr. Todd Boyer who will handle this request on behalf of the Transmission Department. Mr. Boyer can be reached at 407-942-9374.

If I can be of further assistance, please do not hesitate to contact me.

Best regards,

A handwritten signature in blue ink, reading 'Lori L. Herring'.

Lori L. Herring  
Land Agent  
Distribution Right of Way - Florida

Date: November 1, 2010

Steve O'Brien or Candy Crim  
Embarq, Florida Inc., dba Century Link  
952 First St  
Altamonte Springs, Fl 32701

Dear Mr O'Brien and Mrs Cindy Crim

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1211 College Point, Winter Park, Fl 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Charles Clayton, Charles Clayton Construction If you have any questions, please contact Hal Smith (407) 832-8726.

Sincerely

Name: Charles Clayton III  
Address: 2250 Lee Rd., Suite 120  
City, State, Zip Code: Winter Park, Fl 32789

-----  
           The subject parcel is not within our service area.

  X   The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

           The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Steve O'Brien

Print Name: STEVE O'BRIEN

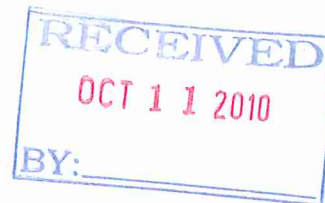
Title: ENGINEER

Date: 11/05/10





October 7, 2010



Mr. Charlie Clayton III  
2250 Lee Road, Suite 120  
Winter Park, Fl. 32789

RE: 1211 College Point Utility Easement

Dear Mr. Clayton,

The City of Winter Park Electric Utility has reviewed your request for abandonment of the Utility Easement located at 1211 College Point as recorded in the Public Records of Orange County, Plat Book "G", Page 107. Our review reflects that the Electric Utility has no facilities in the aforementioned easement area and has no objection to the abandonment of the easement.

If I can be of further assistance, please contact me at (407)599-3457.

Sincerely,

Mark P Brown  
Electric Utility Specialist  
Phone 407-599-3457  
Fax 407-599-3505

**CITY OF WINTER PARK**

401 Park Avenue South

Winter Park, Florida

32789-4386

**ELECTRIC UTILITY SERVICES**

OPERATION & MAINTENANCE SERVICES  
PROVIDED BY ENCO SERVICES

P 407.599.3233

F 407.599.3417

Date: November 1, 2010

Marvin Usry  
Bright House Networks Inc  
3767 All American Blvd  
Orlando, FL 32810

Dear Mr Usry:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1211 College Point, Winter Park, FL 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Charles Clayton, Charles Clayton Construction If you have any questions, please contact Hal Smith (407) 832-8726.

Sincerely

Name: Charles Clayton III  
Address: 2250 Lee Rd., Suite 120  
City, State, Zip Code: Winter Park, FL 32789

-----  
\_\_\_\_\_ The subject parcel is not within our service area.

☒ \_\_\_\_\_ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

\_\_\_\_\_ The subject parcel is within our service area. We object to the vacation.

Additional comments: 7, 22, 30

Signature: 

Print Name: P.J. KING

Title: SR. CONST. MGR.

Date: 11-3-10

  
11/3/10

Date: November 1, 2010

Bruce Stout, Sr. Engineer Tech

TECO/Peoples Gas  
600 West Robinson Street, P O Box 2433  
Orlando, Fl 3802-2433

Dear Mr Stout:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1211 College Point, Winter Park, Fl 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Charles Clayton, Charles Clayton Construction If you have any questions, please contact Hal Smith (407) 832-8726.

Sincerely

Name: Charles Clayton III  
Address: 2250 Lee Rd., Suite 120  
City, State, Zip Code: Winter Park, Fl 32789

-----  
\_\_\_\_\_ The subject parcel is not within our service area.

X\_\_\_\_\_ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

\_\_\_\_\_ The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Deborah Frazier

Print Name: Deborah Frazier

Title: Sr. Admin - Engineering

Date: 11/04/10



**CITY OF WINTER PARK**  
401 PARK AVENUE SOUTH  
WINTER PARK, FLORIDA 32789-4386

- 1) Submit letter of request, including reasons for requesting the Easement Release.
- 2) Submit a copy of a Survey Plat showing the proposed area to be released.
- 3) Submit copies of letters from all utility companies stating their position on the proposed release. (List at bottom of page).

The request is to be submitted to the City Engineer, at 180 West Lyman Avenue, for City of Winter Park, 401 Park Avenue South, Winter Park, Florida 32789. Should there be any questions regarding Release of Easements, contact Donald J. Marcotte, P.E., City Engineer (407) 599-3424 or E-mail: [dmarcotte@cityofwinterpark.org](mailto:dmarcotte@cityofwinterpark.org).

**UTILITY CONTACT LIST**

TECO/Peoples Gas  
600 West Robinson  
P.O. Box 2433  
Orlando, FL 32802-2433  
Attn: Bruce A. Stout, Sr. Engineer Tech  
407-420-2678  
407-843-6174 FAX

Bright House Networks Inc  
Marvin Usry  
407-532-8509  
P J King, Construction Supervisor  
407-532-8508  
3767 All American Blvd.  
Orlando, FL 32810  
407-532-8544 FAX

City of Winter Park  
Phil Daniels  
Water/Wastewater Asst. Utility Director  
401 Park Avenue South  
Winter Park, FL 32789-4386  
407-599-3355  
407-599-3417 FAX

Progress Energy Florida Inc.  
3300 Exchange Place  
Lake Mary, FL 32746  
Lori L. Herring  
Easement Specialist  
407-942-9463  
407-942-9417 FAX

Embarq, Florida, Inc., dba Century Link  
Steve O'Brien  
407-830-3650  
Candy Crim  
407-830-3421  
952 First St.  
Altamonte Springs, FL 32701  
407-260-2683 FAX

City of Winter Park  
Terry Hotard  
Electric Director  
401 Park Avenue South  
Winter Park, FL 32789-4386  
407-599-3400  
407-599-3417 FAX



# city commission public hearing

item type	Public Hearing	meeting date	January 10, 2011
prepared by department division	John Holland Parks and Recreation Department Administration Division	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no <input type="checkbox"/> N/A final vote		

## subject

This Ordinance provides for the establishment of a fee for entry for dogs entering into the off-leash portion of Fleet Peeples Park, enforcement, penalties and fines for violations of the Fleet Peeples Park off-leash area entry pass policy. In addition, the Ordinance provides for the repeal of the existing Ordinance establishing entry fees for vehicles entering Fleet Peeples Park.

## motion | recommendation

Approval of the Ordinance providing for legal basis for establishing entry fees for the off-leash portion of Fleet Peeples Park and enforcing the entry pass policy of the off-leash portion of Fleet Peeples Park.

## summary

The City Commission has approved a policy providing for required entry fees for use of the off-leash portion of Fleet Peeples Park. In order for Code Enforcement Officers to legally issue citations for violations of the policy, an ordinance must be written and approved by City Commission to establish the fee policy and the Civil Penalty for such violations of the ordinance.

## board comments

No Board action or comments.



ORDINANCE NO.                     

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO ANIMAL CONTROL AND PENALTIES FOR VIOLATION OF CERTAIN ANIMAL CONTROL REGULATIONS OF THE CITY OF WINTER PARK; AMENDING SECTIONS 18-14 AND 18-45 TO AUTHORIZE THE CITY COMMISSION TO IMPOSE A FEE FOR ENTRY INTO THE DOG PARK AT FLEET PEEPLES PARK, AND PROVIDING THAT A VIOLATION OF THE REQUIREMENT THAT A FEE BE PAID FOR ENTRY INTO THE DOG PARK UNDER SPECIFIED CONDITIONS IS A CLASS 1 VIOLATION; AMENDING CHAPTER 18, ARTICLE I, SECTION 18-14 AND CHAPTER 18, ARTICLE II, SECTION 18-45 OF THE CODE OF ORDINANCES TO PROVIDE FOR A CIVIL PENALTY FOR A VIOLATION OF SECTIONS 18-14 AND 18-45 OF THE CODE OF ORDINANCES; AMENDING CHAPTER 1, ARTICLE II, SECTION 1-24 TO ADD THAT VIOLATIONS OF SECTIONS 18-14 AND 18-45 ARE CLASS 1 VIOLATIONS; REPEALING THE ENTRY FEE FOR FLEET PEEPLES PARK CURRENTLY SET OUT IN SECTION 98-142 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONDIFICATION, AND AN EFFECTIVE DATE.

**WHEREAS**, Sections 18-14 and 18-45 of the Code of Ordinances provide for animal control and certain prohibitions and restrictions relating specifically to dogs and cats, as more specifically set forth in said Sections of the Municipal Code; and

**WHEREAS**, after deliberation and consideration, the City Commission finds that it is in the best interest of the public health, safety and welfare of the citizens of Winter Park to provide for a civil penalty for a violation of Sections 18-14 and 18-45 of the Code of Ordinances;

**WHEREAS**, Chapter 162 and Section 166.0415, of the Florida Statutes, grant the express authority to provide for the enforcement of violations of municipal ordinances, and in Chapter 1 of Winter Park's Code of Ordinances there are provisions setting out the procedures for enforcement of violations of the Municipal Code;

**WHEREAS**, after deliberation and consideration, the City Commission has determined that it is in the best interest of the citizens of Winter Park to repeal the motor vehicle access charge for entry into Fleet Peeples Park; and

**WHEREAS**, after deliberation and consideration, the City Commission has determined that it should authorize by action of the City Commission the imposition of a fee for a permit by which persons in the custody and control of one or more dogs may gain entry into the dog park at Fleet Peeples Park, and to provide that the entry of dogs into the Park without the required permit shall be a Class 1 violation of the Municipal Code of Ordinances.

**NOW, THEREFORE**, be it enacted by the City Commission of the City of Winter Park, Florida as follows:

Section 1. Recitals. The foregoing recitals are hereby adopted and confirmed.

Section 2. Amendments to Sections 18-14 and 18-45 to Provide An Entry Fee to the Dog Park At Fleet Peeples Park. Sections 18-14 and 18-45 of the Winter Park Municipal Code of Ordinances are amended by adding subsections 18-14 (f) and 18-45 (d) to provide as follows:

The Winter Park City Commission is hereby authorized to adopt in the Fee Schedule authorized pursuant to Section 2-198, a fee for entrance into the dog park at Fleet Peeples Park, which entrance fee will provide for a permit for one or more dogs in the possession, custody or control of the permit holder.

Any person in possession, or with custody or control of a dog or dogs at the dog park at the Fleet Peeples Park, who does not have the required permit, shall be guilty of a municipal Class 1 violation, as provided for in Section 1-23, and subject to the procedures and remedies stated in Chapter 1 of the Winter Park Code of Ordinances.

Section 3. Amendment to Sections 18-14 and 18-45 to Provide That A Violation of These Sections Is A Class 1 Code Violation. Sections 18-14 and 18-45 of the Municipal Code of Ordinances for the City of Winter Park are amended by adding subsections 18-14(g) and 18-45 (e) to provide as follows:

A violation of this Section shall be a Class 1 violation, in accordance with the provisions of Section 1-23 of the Winter Park Code of Ordinances, and the procedures for appeal, imposition of fines, collection and enforcement shall be in accordance with the provisions of Chapter 1 of the Municipal Code.

Section 4. Amendment to Section 1-24 Relating to Sections 18-14 and 18-45. Section 1-24 of the Municipal Code of Ordinances for the City of Winter Park shall be amended by adding violations of sections 18-14 and 18-45 as Class 1 violations.

Section 5. Repeal of Code Section 98-142. Chapter 98, Article IV, Section 98-142, of Winter Park's Municipal Code, which provided for payment of an entrance fee for all vehicles entering Fleet Peeples Park, is hereby repealed.

Section 6. Repeal of prior inconsistent ordinances and resolutions. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof or hereto.

Section 8. Codification. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall be made a part of the Code of Ordinances of the City of Winter Park, Florida; that the sections of this Ordinance may

be renumbered or relettered to accomplish such intention and to correct scriveners' errors; that the word "ordinance" may be changed to "section", "article", or other appropriate word.

Section 9. Effective Date. This Ordinance shall take effect immediately upon its final passage and adoption by the City Commission of the City of Winter Park, Florida.

Passed and adopted this ~~the~~ \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the City Commission of the City of Winter Park, Florida.

ATTEST: \_\_\_\_\_ MAYOR KENNETH W. BRADLEY

\_\_\_\_\_  
CYNTHIA BONHAM, CITY CLERK

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

~~Approved as to legal form and sufficiency for the~~ \_\_\_\_\_  
~~City of Winter Park~~ \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Usher L. Brown, Esquire  
City Attorney

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