



city commission agenda

Regular Meeting

3:30 p.m.
January 24, 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.

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 Rev. John Williams, Ward Chapel AME Pledge of Allegiance

3 Approval of Agenda

4 City Board Reports & Updates

- a. Code Enforcement Board

Projected Time

15 minutes

5 Mayor's Report

- a. Board appointment: Environmental Review Board
- b. [Proclamation-General Election – March 8, 2011](#)
- c. Proclamation-Tobacco Free Parks Month

Projected Time

10 minutes

6 City Manager's Report

- a. Fairbanks Avenue medians

Projected Time

15 minutes

7	City Attorney's Report	Projected Time
8	Non-Action Items	Projected Time
	a. Financial Report – December 2010	15 minutes
9	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) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	Projected Time
10	Consent Agenda	Projected Time
	a. Approve the minutes of 12/16/10 and 1/10/11.	10 minutes
	b. Approve the lease of the Bush Auditorium (Rollins College) for February 11, 2011 from 6:00- 9:00 p.m. to administer Civil Service Test for the Police Department at no cost to the City.	
	c. Approve the following purchases and contracts:	
	1. PR 146045 to Playmore West, Inc. and authorize the Mayor to sign Quotation 3990; \$43,641.40	
	2. PR 146050 to Pierce Manufacturing, Inc. for Refurbishment of Fire Engine 64; \$252,836	
	3. Piggybacking the Palm Beach County contract # 10072 with Playmore West, Inc. for Playground Park Equipment, Parts and Installation and authorize the Mayor to execute the Piggyback Contract	
	4. Piggybacking the City of Orlando contract # BI08-2357 with Florida Irrigation Supply, Inc. for Irrigation and Sprinkler Supplies and authorize the Mayor to execute the Piggyback Contract; \$40,000	
	5. Piggybacking the Orange County contract #Y10-173 with Siemens Water Technologies Corp. and authorize the Mayor to execute the Piggyback Contract; \$45,000	
	6. Piggybacking the Orange County contract #Y8-172 with Aquatic Weed Control for Aquatic Restoration and Management Services and authorize the Mayor to execute the Piggyback Contract; \$20,000	
11	Action Items Requiring Discussion	Projected Time
	a. Proposed public/private partnership for the re-construction of Fire Station 64 (Howell Branch Road)	30 minutes
	b. Amendment to High Performance contract regarding staff recommendation #2	10 minutes
	c. Educational Plan regarding animal ordinance	15 minutes
	d. Howell Branch retention pond ownership and maintenance	15 minutes
	e. Execution of agreements between the Florida Department of Energy and the City of Winter Park for funding through the Florida Clean Energy Grant and the Energy Efficiency Community Block Grant (EECBG) Grant	10 minutes

f. RFP 27-2010 - Ground lease terms for 50 year lease agreement for 941 West Morse Building (State Office Building)	30 minutes
12 Public Hearings	Projected Time
a. Ordinance -Relating to animal control and penalties; authorizing a fee for entry into the dog park at Fleet Peoples Park and providing for violations (2)	10 minutes
b. Ordinance -Extend the deadline for the de-annexation of the parcels involved in the Ravaudage project (Dan Bellows) (2)	10 minutes
c. Ordinance -Vacate City utility easement at 1211 College Point (1)	15 minutes
d. Resolution -Designating \$2.00 of each paid red light camera citation to be utilized for police training	10 minutes
13 City Commission Reports	Projected Time
a. Commissioner Anderson b. Commissioner Dillaha c. Commissioner Cooper d. Commissioner McMacken e. Mayor Bradley	10 minutes each

appeals & assistance

"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."

PROCLAMATION OF ELECTION

The City Commission of the City of Winter Park, Florida, hereby proclaims a General Election to be held on Tuesday, March 8, 2011, for the purpose of electing a City Commissioner for Seat 1, a City Commissioner for Seat 2 and to hold a Charter Referendum.

The polling places shall be open for voting from 7:00 a.m. on the day of said election until 7:00 p.m. on the same day:

PRECINCT NO. 9102:	Winter Park Christian Church 760 N. Lakemont Avenue, Winter Park
PRECINCT NO. 9202:	St. Andrews Methodist Church 100 St. Andrews Blvd., Winter Park
PRECINCT NO. 9302:	Winter Park Presbyterian Church 400 S. Lakemont Ave., Winter Park
PRECINCT NO. 9402:	First Baptist Church 1021 New York Ave., Winter Park
PRECINCT NO. 9502:	Azalea Lane Recreation Center 1045 Azalea Lane, Winter Park

ALL POLLING PLACES ARE HANDICAPPED ACCESSIBLE.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



item type Non-Action Item

meeting date January 24, 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 14th. 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 10th. The magistrate's decision was received in mid-December. The City 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 15th. The Consultant will begin 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 submitted to FDOT for approval.</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	A final offer from CEI is being presented to the Commission at the January 24 th 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	<p>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.</p> <p>Several concerns were raised by the surrounding neighbors and business owners at the Town Hall meeting on January 13th. In response, meetings have been scheduled to discuss their concerns.</p>	Open
Fairbanks/Orange/Pennsylvania	Work on the five point intersection is underway and will occur in the evenings. Street light installation is scheduled to begin next week starting at the Lakemont intersection moving toward the project.	Open
Transportation Plan	The revised Transportation Plan is complete. Workshop for presentation TBD.	Open
ReLeaf	No new trees were planted in the two week period. Staff continues to evaluate the tree health of trees recently planted and work with the contractor to make replacements where necessary.	Open

Advisory Board Updates	Future presentations will be scheduled directly on the agenda.	Resolved
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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.

Financial Report

For the Month of January (25% of fiscal year lapsed)	Fiscal Year 2011
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General Fund

Financial results for the quarter of FY 2011 in the General Fund are favorable with the following items noted:

- Overall General Fund revenues are \$1,583,284 behind the first quarter of last year. This is largely due to the anticipated decline in property tax revenue due to lower valuations. In total, revenues are on track to meet budget expectations. Discussion of major revenue sources is below.
- The timing of property tax distributions from the Tax Collector is behind where it was last year. This should catch up over the next couple of months.
- Franchise fee revenues include only two months of solid waste and electric franchise fees. Franchise fees from electric sales are typically higher in the summer months.
- Utility tax revenue includes only one month of Communications Service Tax revenue. Including comparable estimates for the other months will bring this revenue in line with the annual budget.
- Occupational licenses are renewed as of October 1 of each year so the largest portion of this revenue has already been received.
- Building permit revenues are down \$41,669 in comparison to the first three months of the prior year and are slightly behind budget but still have time to catch up.
- Intergovernmental revenues are low in comparison to budget because only one month of half cent sales and local option gas tax revenues had been received through December. Including comparable estimates for the other months will bring this revenue in line with the annual budget.
- Charges for services are up \$277,940 in comparison to the prior year and provide one of the bright spots for the financial report. The City changed billing agents for ambulance transport services a little over a year ago. Once the medicare application for the new billing agent was through all approval processes we received a large distribution of payments. Some of these were accrued to the prior year and a large amount remains for the current year. This should be a more dependable revenue source for the budget now.
- Fines and forfeiture revenues are a bit behind as the Orange County Clerk of Courts began retaining 10% of the traffic fines for the Public Records Modernization Trust Fund this past year. We will likely be \$300,000 below our budget estimate for this revenue. However, the additional transport revenues will more than offset this shortfall.

- Miscellaneous revenue is behind but we anticipate a strong rebate on our procurement card program which will help.
- Expenditures are generally in line with or below budget.

Community Redevelopment Agency Fund

Tax increment revenues decreased by \$867,739 as a result of a 16% decrease in valuation of properties within the CRA. Revenues are even with budget as expected and all tax increment revenues are credited to the CRA in December.

Charges for services revenue is from daily passes and sponsorships for the ice skating rink in the West Meadow earlier this year.

Capital project spending is largely for the new Community Center.

Water and Sewer Fund

Revenue is down \$88,047 in comparison to the prior year but is on track with the budget at 25%.

All auction rate security bonds for water and sewer have now been refunded with the completion of the bond with JPMorgan Chase in December at 4.08%.

Electric Services Fund

Charges for electric service are nearly even with budget at 24% of the budget. Sales are down in comparison to the prior year by 2% as kWh sold are also down from 108,417,302 in the first quarter of last fiscal year to 98,991,904 for the first quarter of the current fiscal year, a decrease of 8.7%. The base rates are the same but the fuel costs are higher now than they were in the first quarter of last fiscal year.

Expenses are well within budget. Purchases of bulk power in particular are below budget since sales have been less.

The large miscellaneous revenue is primarily insurance payments received from Progress Energy (PE) to offset the excess fuel costs the City has been paying while PE's Crystal River nuclear plant has been operating at less than full capacity.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD December 31, 2010 and 2009
25% of the Fiscal Year Lapsed

	Fiscal YTD December 31, 2010				Fiscal YTD December 31, 2009		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget *	Adjusted %
Revenues:							
Property Tax	\$ 7,039,926	\$ 14,538,871	\$ 14,538,871	48%	\$ 8,866,799	\$ 15,895,265	56%
Franchise Fees	192,151	1,130,000	1,130,000	17%	161,897	1,088,094	15%
Utility Taxes	1,250,731	6,921,536	6,921,536	18%	1,256,315	6,712,270	19%
Occupational Licenses	416,379	450,000	450,000	93%	398,363	468,000	85%
Building Permits	224,834	1,033,800	1,033,800	22%	266,503	939,497	28%
Other Licenses & Permits	6,140	20,000	20,000	31%	4,728	16,100	29%
Intergovernmental	735,856	5,995,605	5,995,605	12%	710,282	5,660,612	13%
Charges for Services	1,094,821	3,708,300	3,708,300	30%	816,881	3,685,827	22%
Fines and Forfeitures	50,814	797,500	797,500	6%	94,336	664,570	14%
Miscellaneous	12,850	504,610	504,610	3%	31,682	328,200	10%
Fund Balance	-	-	-	0%	-	802,709	0%
Total Revenues	11,024,502	35,100,222	35,100,222	31%	12,607,786	36,261,144	35%
Expenditures:							
City Commission	2,724	47,057	47,057	6%	6,492	19,477	33%
Legal Services - City Attorney	104,420	202,800	202,800	51%	45,188	266,596	17%
Legal Services - Other	23,650	100,000	100,000	24%	19,329	70,000	28%
Lobbyist	12,500	52,000	52,000	24%	31,716	78,000	41%
City Management	108,830	476,603	476,603	23%	123,667	478,863	26%
City Clerk	42,262	229,966	229,966	18%	57,421	235,547	24%
Communications Dept.	90,243	440,584	440,584	20%	92,935	481,212	19%
Information Technology Services	341,030	1,252,217	1,252,217	27%	448,838	1,362,712	33%
Finance	186,918	789,862	789,862	24%	210,127	807,357	26%
Human Resources	67,547	300,859	300,859	22%	23,583	353,479	7%
Purchasing	19,204	202,494	202,494	9%	81,253	210,825	39%
Planning & Community Development	126,923	589,187	589,187	22%	144,943	675,089	21%
Building & Code Enforcement	289,560	1,229,136	1,229,136	24%	308,414	1,275,919	24%
Economic Development	-	50,000	50,000	0%	-	17,000	0%
Public Works	1,544,543	6,779,814	6,779,814	23%	1,637,176	7,192,799	23%
Police	2,539,823	11,044,550	11,044,550	23%	2,749,804	11,672,252	24%
Fire	2,159,021	8,643,108	8,643,108	25%	2,304,998	9,162,232	25%
Parks & Recreation	1,257,026	5,984,844	5,984,844	21%	1,417,674	6,134,081	23%
Organizational Support	520,404	1,411,212	1,411,212	37%	488,737	1,386,212	35%
Non-Departmental	-	2,171,404	2,171,404	0%	-	1,190,501	0%
Total Expenditures	9,436,628	41,997,697	41,997,697	22%	10,192,295	43,070,153	24%
Revenues Over/(Under)							
Expenditures	1,587,874	(6,897,475)	(6,897,475)	-23%	2,415,491	(6,809,009)	-35%
Operating transfers in	2,151,359	8,782,012	8,782,012	24%	2,222,974	9,139,505	24%
Operating transfers out	(471,134)	(1,884,537)	(1,884,537)	25%	(582,624)	(2,330,496)	25%
Other Financing Sources/(Uses)	1,680,225	6,897,475	6,897,475	24%	1,640,350	6,809,009	24%
Total Revenues Over							
Expenditures	\$ 3,268,099	\$ -	\$ -		\$ 4,055,841	\$ -	

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD December 31, 2010 and 2009
25% of the Fiscal Year Lapsed

	Fiscal YTD December 31, 2010				Fiscal YTD December 31, 2009		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget *	Adjusted %
Revenues:							
Property Tax	\$ 2,309,577	\$ 2,305,963	\$ 2,305,963	100%	\$ 3,177,316	\$ 3,222,158	99%
Intergovernmental	-	-	-	0%	600	-	0%
Charges for services	135,350	200,000	200,000		110,377		
Miscellaneous	1,458	117,200	117,200	1%	8,824	234,400	4%
Fund Balance	-	338,821	338,821	0%	-	2,161,179	0%
Total Revenues	2,446,385	2,961,984	2,961,984	83%	3,297,117	5,617,737	59%
Expenditures:							
Planning and Development	177,953	644,708	644,908	28%	176,448	776,233	23%
Capital Projects	1,339,582	-	7,526,235	18%	423,821	2,354,179	18%
Debt service	-	1,506,081	1,506,081	0%	-	1,667,578	0%
Total Expenditures	1,517,535	2,150,789	9,677,224	16%	600,269	4,797,990	13%
Revenues Over/(Under) Expenditures	928,850	811,195	(6,715,240)	-14%	2,696,848	819,747	329%
Operating transfers in	-	-	-	0%	-	-	0%
Operating transfers out	(26,777)	(107,108)	(107,108)	25%	(29,465)	(117,862)	25%
Other Financing Sources/(Uses)	(26,777)	(107,108)	(107,108)	25%	(29,465)	(117,862)	25%
Total Revenues Over Expenditures	\$ 902,073	\$ 704,087	\$ (6,822,348)		\$ 2,667,383	\$ 701,885	

* As adjusted through December 31, 2010

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Water & Sewer Funds
Fiscal YTD December 31, 2010 and 2009
25% of the Fiscal Year Lapsed

	Fiscal YTD December 31, 2010				Fiscal YTD December 31, 2009		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget	Adjusted %
Operating Revenues							
Intergovernmental	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
Charges for services	6,649,631	27,129,592	27,129,592	25%	6,737,678	24,934,284	27%
Total Operating Revenues	6,649,631	27,129,592	27,129,592	25%	6,737,678	24,934,284	27%
Operating Expenses:							
General and Administration	319,090	1,434,592	1,434,592	22%	331,438	1,511,471	22%
Operations	2,664,386	14,450,260	14,450,260	18%	2,945,520	15,720,874	19%
Facility Agreements	882,262	3,530,000	3,530,000	25%	548,677	3,717,000	15%
Depreciation & Amortization	1,289,137	-	-	0%	1,313,940	-	0%
Total Operating Expenses	5,154,875	19,414,852	19,414,852	27%	5,139,575	20,949,345	25%
Operating Income (Loss)	1,494,756	7,714,740	7,714,740	19%	1,598,103	3,984,939	40%
Nonoperating Revenues (Expenses):							
Investment earnings	(50,731)	238,920	238,920	-21%	(69,957)	745,900	-9%
Debt Service	(728,175)	(5,999,908)	(5,999,908)	12%	(979,642)	(2,956,638)	33%
Miscellaneous revenue	107	2,300	2,300	0%	-	-	0%
Fund Balance	-	-	-	0%	-	290,043	0%
Total Nonoperating Revenues (Expenses)	(778,799)	(5,758,688)	(5,758,688)	14%	(1,049,599)	(1,920,695)	55%
Income (Loss) Before Operating Transfers	715,957	1,956,052	1,956,052	37%	548,504	2,064,244	27%
Capital Contributions	492,372	-	-	0%	32,736	-	100%
Operating transfers in	-	-	-	0%	-	-	0%
Operating transfers out	(489,013)	(1,956,052)	(1,956,052)	25%	(516,061)	(2,064,244)	25%
Total Contributions and Transfers	3,359	(1,956,052)	(1,956,052)	0%	(483,325)	(2,064,244)	23%
Net Income	\$ 719,316	\$ -	\$ -		\$ 65,179	\$ -	

* As adjusted through December 31, 2010

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Electric Services Funds
Fiscal YTD December 31, 2010 and 2009
25% of the Fiscal Year Lapsed

	Fiscal YTD December 31, 2010				Fiscal YTD December 31, 2009		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget	Adjusted %
Operating Revenues							
Intergovernmental	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
Charges for services	12,948,676	53,805,025	53,805,025	24%	13,212,768	57,337,970	23%
Total Operating Revenues	12,948,676	53,805,025	53,805,025	24%	13,212,768	57,337,970	23%
Operating Expenses:							
General and Administration	314,189	1,117,722	1,117,722	28%	254,589	3,671,924	7%
Operations	1,241,238	8,931,951	8,931,951	14%	1,287,227	7,038,744	18%
Purchased Power Cost	8,313,530	33,914,312	33,914,312	25%	8,218,652	37,592,170	22%
Transmission Power Cost	496,616	1,772,000	1,772,000	28%	405,741	1,771,875	23%
Depreciation & Amortization	810,144	-	-	0%	759,605	-	0%
Total Operating Expenses	11,175,717	45,735,985	45,735,985	24%	10,925,814	50,074,713	22%
Operating Income (Loss)	1,772,959	8,069,040	8,069,040	22%	2,286,954	7,263,257	31%
Nonoperating Revenues (Expenses):							
Investment earnings	(42,178)	(115,000)	(115,000)	37%	(124,708)	(100,000)	125%
Debt Service	(674,561)	(4,989,711)	(4,989,711)	14%	(655,993)	(4,032,260)	16%
Miscellaneous revenue	644,361	-	-	0%	33,806	-	0%
Fund Balance	-	-	-	0%	-	-	0%
Total Nonoperating Revenues (Expenses)	(72,378)	(5,104,711)	(5,104,711)	1%	(746,895)	(4,132,260)	18%
Income (Loss) Before Operating Transfers	1,700,581	2,964,329	2,964,329	57%	1,540,059	3,130,997	49%
Operating transfers in	-	-	-	0%	-	-	0%
Operating transfers out	(696,939)	(2,964,329)	(2,964,329)	24%	(720,847)	(3,130,997)	23%
Total Operating Transfers	(696,939)	(2,964,329)	(2,964,329)	24%	(720,847)	(3,130,997)	23%
Net Income (Loss)	\$ 1,003,642	\$ -	\$ -		\$ 819,212	\$ -	

* As adjusted through December 31, 2010

REGULAR MEETING OF THE CITY COMMISSION
December 16, 2010

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 5:32 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

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

Mayor Bradley explained that this is a continuation of the regular meeting held on December 13, 2010. He said they did the prudent thing Monday evening by requesting to continue the meeting a few days later to allow the bank to seek further information and to ensure that as they expend the City's money that they do it with the utmost of care, stewardship and appropriate legal support. He commended our counsels for pausing before taking action.

Consent Agenda

J. Approve the following purchases and contracts:

2. PR 145835 to Software House International, Inc. for annual Microsoft enterprise software support; \$60,299.00

Mayor Bradley indicated that the Commission approved this on December 13, 2010 therefore he believes he is authorized to sign the contract. He asked Attorney Brown to provide legal counsel if the prior approval applies to both purchases and contracts. Attorney Brown said the purchase order and contract was authorized. Mr. Knight indicated that they put it on this agenda because staff failed to include the contract in the agenda backup. He noted that nothing has changed in the contract since the last meeting.

Public Hearings

- 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.

City Manager Knight provided a brief summary of what transpired at the December 13, 2010, Commission meeting whereby the commission was concerned about the lack of the ability to call the 20 year bank loan. They were directed to go back and work with J.P. Morgan Chase bank to see if they can get a loan with a 10 year call at a rate of 4.1% or less. He said they

were able to do that and J.P. Morgan Chase came back with a 10 year par call and a 4.08% interest rate fixed for the term. He explained the resolution was revised to include the language about the par call after 10 years, along with a few schedules that a couple of the commissioners requested that show the comparisons of the J.P. Morgan Chase loan to a bond issue with Tuesday's rates. A bond deal would have to be done after December 31 and would not be bank qualified. The true interest cost on the bond deal would be 4.88% as compared to the J.P. Morgan Chase bank loan commitment of 4.08%. He said at the 4.08% rate they would be saving approximately 1.9 million dollars over the life of the bonds.

Motion made by Commissioner Anderson to adopt the resolution and approve the borrowing at a not to exceed interest rate of 4.08% with a 10 year par call; seconded by Mayor Bradley.

Commissioner McMacken asked if there is any advantage of doing nothing. Mr. Knight explained that we are currently paying less than .5% and we would save about \$480,000 if it stayed at .5% for the remainder of the next year, but we would be locking in at a rate that is going to cost us about \$480,000 more than the variable rate that we are currently paying. He explained the risk we are taking in doing this that we do not know when the rates are going back up but it is a very valid option if we believe that interest rates will remain this low for the next 12 months or longer. He stated we will not be able to refinance with bank qualified bonds next year so that would force us into an automatic 30 basis point swing on that alone and because we have other refinancing to do next year it will throw us over the \$30 million if they carry forward.

He added that we will definitely be over the \$10 million if they do not carry over the \$30 million bank qualified regulations and that is what drives up the costs but it does not look like that will happen. Mayor Bradley said from this point forward it would be helpful for the Commission to have a complete listing of all of the bonds we have in key areas and the accumulative interest rate or weighted average of the debt we are paying and the debt ratios. He asked Mr. Knight to provide this information and he acknowledged.

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.

City Commission Reports

a) Commissioner Anderson

No items to address.

b) Commissioner Dillaha

Commissioner Dillaha spoke about the quarterly newsletter update. She suggested that she and Commissioner Anderson have a column in the newsletter as a thank you and farewell to the citizens. Commissioner Anderson said he would love the opportunity to do that. Mayor Bradley suggested that it go through the normal editing process as with all of their comments and it is appropriate. Communications Director Clarissa Howard said she will email the Commissioners the limitation of wording and space allowed.

Commissioner Dillaha spoke briefly about the shooting incident at a school board meeting this past week in the Florida Panhandle and shared her concerns regarding security measures at the City. Mayor Bradley recommended that the City Manager and Police Chief perform an analysis of our security.

Commissioner Dillaha then spoke about time management for staff and the transparency issue and thinks it is good practice that appointments be made with staff and to possibly have a log or sign in sheet indicating who they are meeting with and the subject because it will allow for better efficiency with staff time. It was agreed to have Mr. Knight bring back a recommendation regarding security and transparency/efficiency.

1. Conditional use approval process

Commissioner Dillaha spoke about the current conditional use two step process with the preliminary and final approval and that they need to clearly define what is required for each. She said it is a confusing process and asked for more clarity. She wanted to see if the Commission agreed and if they would be interested in instructing Planning and Zoning to do a little more work on the best practice. Each Commissioner shared their opinion and concerns. There was a consensus to have P&Z, staff and the City Attorney look at what we currently have and come back with recommendations for possible improvement with the goal of clarity and that any recommendations go through the P&Z process. Mr. Briggs noted that it should take approximately 60 days or by the end of February.

2. Update Resolution 1978, Rules of Decorum and Conduct of Meetings

Commissioner Dillaha spoke about the current Rules for Decorum and that the current resolution only addresses the conduct of the audience/public and does not cover decorum amongst the Commission. She submitted several recommendations to possibly add to the existing resolution and asked for feedback. Mayor Bradley asked if they could schedule this for a work session since he believes there are some issues that may be contrary to our Charter and unintended consequences that may come from this. There was a consensus for this to be scheduled for a work session.

c) Commissioner Cooper

Commissioner Cooper referenced the fiscal impact on the agenda items and asked Mr. Knight if they could include the prior year actual for the type of service or supply. She gave an example instead of indicating "no fiscal impact" that they could say "this is how much we spent last year on this type of activity and this is what we have budgeted this year" because she feels it will help them in their decision making process.

She then addressed the Winter Park Towers parking garage discussion and said currently they do not have any codes that address design elements of parking garages. She suggested having both P&Z and staff work on this item. There was a consensus for this to occur. She then spoke about the Winter Park Towers discussion regarding St. John's River Water Management District (SJRWMD). She asked if they should require the applicant to have a pre-meeting with SJRWMD before City approval. Mr. Knight indicated that staff briefly discussed this issue and he does not think we should implement that requirement. He indicated that it should be up to the applicant and that option is available to them.

Commissioner Cooper then addressed the need for sign off from each staff member for accountability relative to their portion for reviewing plans when something arises from the Commission. Mr. Knight indicated that there is a Development Review Committee (DRC) approval process. He explained that some of the things she is asking for are part of the permitting process and that the applicant has to meet all our codes when they file for a permit and that it goes through every department for review and approval or denial. She said she would like to see the process become clearer and have a summary sheet with sign off's included in the agenda packet. Attorney Brown indicated that Palm Coast has a department sign off protocol but it would not happen at the conditional use permitting phase; however, it would apply for a final approval of building plans at a permit phase.

d) Commissioner McMacken

No items to address.

e) Mayor Bradley

Mayor Bradley summarized for Commissioner Cooper their brief discussion at the last meeting regarding what constitutes a good meeting since she was not present for that item.

Mayor Bradley said in their last work session he thought there was a consensus to have the Economic Development staff look at potential incentives for new businesses, retention or other strategies and wanted to confirm. There was a consensus to have staff move forward with this.

1. Transportation plan work session

Mayor Bradley suggested they schedule this item for a work session in January so they can have a discussion prior to placing it on the agenda. There was consensus.

2. Constrained roads in Central Florida

Mayor Bradley noted that there are 18 roadways that are considered to be constrained roads in the tri-county area and two of those roads are in Winter Park, 17/92 and the Fairbanks corridor. There was a consensus to discuss this in a January work session.

3. 90 Day plan for the 1st quarter 2011

Mayor Bradley suggested they talk about scheduling the 90 day plan when they have their first meeting in January and asked Mr. Knight to continue to keep adding his own items.

Mayor Bradley wished everyone a safe and peaceful holiday season and a good new year.

The meeting adjourned at 6:24 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

REGULAR MEETING OF THE CITY COMMISSION
January 10, 2011

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 Reverend Turner, Bethel Missionary Baptist 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
City Clerk Cynthia Bonham
Deputy City Clerk Michelle Bernstein

Approval of the agenda

Mayor Bradley requested that item 12B be tabled to the next meeting, January 24, 2011 and that item 10C be tabled until they have a work session on this item. Planning Director Jeff Briggs indicated that staff would like the Commission to table item 12A since there are on-going discussions between the City of Winter Park and Maitland regarding annexation of this project. He suggested that they not take any action until the issue has been resolved.

Motion made by Commissioner McMacken to approve the agenda with these changes; seconded by Commissioner Cooper. The motion carried unanimously with a 5-0 vote.

Mayor's Report

1. Proclamation-Dr. Martin Luther King, Jr. Day

Mayor Bradley proclaimed the week of January 16-22, 2011 as Dr. Martin Luther King, Jr. week. He asked that everyone remember and reflect on his great achievements in civil rights, human rights and public service. He encouraged all residents and visitors to observe this week with appropriate civic, community and service programs in honor of Dr. King.

Reverend Dawkins expressed his gratitude in accepting the award for the Ministry of Fellowship for serving as good representatives to the various churches on the west side of the city.

Mayor Bradley mentioned that next Sunday and Monday, January 16-17, 2011 is the 9th Annual Unity Heritage Festival and invited everyone to join in the fun at Shady Park in Hannibal Square.

2. Employee of the Quarter – Rene Brogan

Mayor Bradley recognized Human Resources Department staff member Rene Brogan as Employee of the Fourth Quarter of 2010 and thanked her for the numerous accomplishments and outstanding achievements.

3. Board appointments Civil Service Board--Gary Brewer, Paula Satcher, Rick Frazee

Motion made by Mayor Bradley to re-appoint Gary Brewer, Paula Satcher and Rick Frazee to serve on the Civil Service Board. Commissioner Dillaha asked if there is a policy regarding how many consecutive terms one can serve on this board and if it is the same as the other city boards. Mr. Knight said they do not and explained that this board was established by a voter referendum ordinance and does not fall under the same rules as the other boards. **The motion was seconded by Commissioner McMacken and approved unanimously with a 5-0 vote.**

4. State of the City address--January 11, 2011

Mayor Bradley reminded everyone of tomorrow's meeting at 12 noon at the Rachel D. Murrah Civic Center where the Mayor and Commissioners will be providing the State of the City address. He noted that they will also be presenting Employee of the Year awards to three employees, Mike Stiff, Stuart "Trey" Merrick and Murray Daniel.

5. Review of Town Hall meeting guidelines--January 13, 2011

Commissioner Dillaha addressed the need to state that this meeting is for Winter Park residents only since it is a Winter Park town meeting. Commissioner Cooper said that they previously discussed her concern with making sure that residents had the first opportunity to ask questions but could not recall what the resolution was. Mayor Bradley shared his concern with business owners or a church reverend who might not be a city resident and might want to speak. There was a consensus to treat it as a matter of priority. Communications Director Clarissa Howard acknowledged the change and indicated that she would add the following to the agenda guidelines prior to distribution: "First priority will be given to city residents, and if time permits, non-city residents will have an opportunity to address the City Commission."

City Manager's Report

City Manager Knight requested to schedule work sessions for January/February concerning the Ethics Board, 90 day plan, transportation plan and the starter house/pro-shop. After discussion, a work session regarding the 90 day plan was scheduled for January 24, 2011 from 2:30-3:30 p.m. and the Fire Impasse Hearing was scheduled for February 7, 2011 from 5:00-7:00 p.m. It was requested that Mr. Knight coordinate and provide potential work session dates and times for the transportation plan and starter house/pro-shop but to try and schedule the Ethics Board for sometime in January.

Commissioner Cooper inquired about the assessment report of City Hall security. Mr. Knight indicated that he is currently reviewing the report and it will be forthcoming to the Commission.

Mr. Knight said there is an opportunity for the City to host a concert performed by Michael Andrews and Swingerhead that is normally performed in Leu Gardens every year however this year they did not wish to sponsor or hold the event at their location. He indicated that CRA Director Dori DeBord has been working with the organizers of the event and the Parks Board had a special meeting today to request an alcohol waiver and a one time fee waiver for ½ of the event fee. The Parks and Recreation Board approved a motion to permit the concert and recommended approval of the waiver since no CRA or City funding was requested. Mr. Knight

indicated that the event fee is \$1,650 for the rental of the park, so they are asking for a fee waiver of \$825.

Ms. DeBord explained the unique opportunity for this event that is scheduled for February 13, 2011 from 2-7 p.m. and will bring more than 1,000 people into Central Park and the City. She indicated that there is no anticipated revenue coming out the event since this a free concert. She explained that the overall budget is approximately \$8,000 and they anticipate \$5,000 will be used to pay for the band and their staff and \$3,000 will pay for port-o-lets, park rental, police and EMS services. She noted that the sponsor will be asking the Park Avenue Area Chamber of Commerce for \$5,000 to help assist them with their expenses; however, they will still need an additional \$3,000 for the event to take place.

Ms. DeBord explained that she is bringing this item forward as the Economic Development Director since it adds to the economic incentive and is requesting approval today due to the short time frame for coordinating the event. There was an overall discussion regarding the fee waiver and potential sponsorship (which could be the fee waiver) and the pros and cons with having a concert in Central Park.

Motion made by Commissioner Anderson to approve the City sponsorship which shall take the form of waiving ½ the fee; seconded by Commissioner McMacken. Per Commissioner Cooper's request, Ms. DeBord provided detailed information regarding the fee waiver criteria for their review prior to taking action. She clarified that they are only requesting a fee waiver for the first two hours of the four hour event (\$412.50/hour – total of \$825).

Patrick Chapin, Winter Park Chamber of Commerce, spoke about the great opportunity to hold this special event in the City because of having approximately 1,000 people attend the concert which can increase business and sales. He indicated that if this event does not happen this year, it will be hard to recreate next year and they are excited to help keep the momentum of this yearly event. He asked the Commission to consider it especially since it can help develop and promote entertainers of this caliber to hold events in the City.

6:20pm

Motion amended by Commissioner Cooper to waive the first hour and that the second hour and so on is discounted so it is consistent with our policy; seconded by Commissioner Dillaha. Upon a roll call vote on the amendment, Mayor Bradley and Commissioners McMacken, Anderson, Dillaha and Cooper voted yes. The motion carried unanimously with a 5-0 vote.

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

City Manager Knight answered Commissioner Dillaha's question regarding the pension study and indicated that they can deal with the smoothing of it once they have a plan. He also suggested that they wait and see what new rules the state has implemented before they make any changes to the benefit plans.

Upon questioning, Public Works Director Troy Attaway provided an update on the Lee Road medians and indicated that plans are 95% complete and will be sent out to FDOT by the end of the week.

Commissioner Dillaha asked for an update on the Pro Shop. Mr. Knight reminded her that in December staff asked the Commission to reject the bids and allow them to present a revised plan and the Commission said they wanted to have a work session to do that. He stated that he is currently trying to schedule this item.

Commissioner Dillaha asked for a copy of the two investment policies related to the pension plans. Mr. Knight said he will send those out.

Since Ms. DeBord stepped out for a moment, Mr. Knight noted that they have received a response from CEI on the State Office Building and the CRA Department is trying to schedule a meeting with them for this week.

City Manager Knight updated Commissioner Dillaha on the disposal of hazardous waste materials and that they have a meeting scheduled this week with Orange County to discuss this issue.

Commissioner Dillaha asked when they will see an outline of the plan regarding the \$40,000 they allocated during the budget session to go toward the educational program for stormwater management, clean water bodies and cleanup stations for the dogs along Park Avenue and New England Avenue. Communications Director Howard said it is scheduled for the January 24, 2011 meeting.

Commissioner Cooper asked for a follow up on the possibility of doing code revisions to address the design of parking structures and requested this item be scheduled. Mr. Knight acknowledged.

Commissioner Cooper asked City Manager Knight to provide an updated list regarding their legislative objectives. Mr. Knight said he spoke with both lobbyists today and they are working out the schedule.

Commissioner Cooper asked about the status of the procurement policy revisions. City Manager Knight said it is being finalized now, staff and our attorney will review it in February, and the Ethics Board will review it in March before it comes to the Commission.

City Attorney's Report

No items to report.

Non-Action Items

a. Winter Park Community Center Update by ZHA, Inc.

Rick Mellin with ZHA, Inc. spoke about the Winter Park Community Center project and provided a brief progress schedule. He said the original construction GMP was approved on June 28, 2010, the site permit was issued August 27, 2010 and building permits were granted on

September 23, 2010. He indicated that the next major milestone is roughly March 9 in which all of the buildings will be fully dried in and then they can start on the interior of the buildings. He said final construction is scheduled to be completed by July 1, 2011 and that everything is going according to schedule to achieve that date. He provided a Powerpoint presentation which included the project milestones, budget modifications and photographs of the progress to date. Mr. Holland provided a brief update regarding the programming and indicated that they are in the process of interviewing for the manager position and should be bringing someone on board within a month. Mayor Bradley requested that Mr. Knight coordinate a grand opening ceremony upon completion.

Consent Agenda

- a. Approve the minutes of 11/22/10 and 12/13/2010. **PULLED 12/13/2010 FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
- 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 Homeowner's Association \$3,300.00. **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
- c. Accept the Ethics Board work plan. **TABLED FOR A FUTURE WORK SESSION**
- 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

Motion made by Commissioner Anderson to approve Consent Agenda Item 'a' (11/22/2010 minutes only) and Item 'd' 1-14; seconded by Commissioner Dillaha and carried unanimously with a 5-0 vote.

Consent Agenda Item '10a': Approval of the Minutes of 12/13/10

Commissioner Cooper requested to add a sentence on Page 13 of the minutes noting that the discussion also included whether residents should be given first priority to ask their questions. **Motion made by Commissioner Cooper to approve the minutes of 12/13/2010 given that the City Clerk takes a look and make the correction; seconded by Commissioner Dillaha and carried unanimously with a 5-0 vote.**

Consent Agenda Item '10b': 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

Commissioner McMacken asked about the formalities regarding the matching grant for Timberlane Shores. He indicated that he lives in Timberlane Shores and paid dues to the homeowner's association. He asked the City Attorney if this is a conflict of interest on his ability to vote on this item. Attorney Brown said it does not since there is no special private gain. **Motion made by Commissioner McMacken to approve Consent Agenda Item '10b'; seconded by Commissioner Dillaha; and carried unanimously with a 5-0 vote.**

Action Items Requiring Discussion:

- 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

Parks and Recreation Director John Holland provided a summary and requested approval for an extension of the original contract for an additional year. Commissioner Anderson asked about tournament schedules and how they handle the events. Commissioner McMacken asked about the use of the City's reservation system or the lack thereof and how they handle instructor reservations, fees, and revenues for using the tennis courts.

Commissioner Cooper shared her concerns with the fees and prices being out of line with other municipal facilities. Commissioner Dillaha asked about the membership fees and how they are handled. She said private lessons/instructions are extremely expensive and suggested that the City charge a lesser percentage. Mr. Holland and Assistant Director Ronald Moore answered questions and provided clarification. Attorney Brown also provided clarity on the contract

language concerning contractual fees, revenues and records. Discussion ensued regarding the contract language, maintenance fees, the monthly newsletter and three courtesy passes for members. Mr. Holland assured them that a monthly newsletter will be published and distributed to all members listing the community events, tournaments and the courtesy passes. During the overall discussion concerning the fees, it was suggested that a possible remedy to reduce fees can be handled either by changing the maintenance fee in the contract or by reducing the percentage of the fee that the city collects.

Motion made by Commissioner Dillaha to extend the contract for a year but would like to put in a caveat that within 30 days or February 15, 2011 High Performance is to demonstrate that they are adhering to all aspects of the agreement in terms of a newsletter, courtesy passes, club tournaments and to include staff recommendation item #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); seconded by Commissioner Anderson.

Motion amended by Commissioner Cooper that High Performance Sports Management and the City review the fee structure to enable instructional fees to be charged consistent to reflect the norms of the Central Florida area for municipal tennis clubs; seconded by Commissioner Dillaha.

John Reker, 1660 Joeline Court, indicated that he is a member and would like to receive the newsletter on a regular basis as well as the courtesy passes. He spoke about the contract language, the high instructional fees, and the need for more member tournaments and requested that the contract be corrected prior to Commission approval.

David Odahowski, 345 Prairie Dune Way, spoke in favor of the contract extension. He said the current management is far superior, the programming is very extensive, the courts are always being used and the City increased their profits rather than having a deficit.

Sally Flynn, 1400 Highland Road, shared her concern with the tournaments. She said they are looking for round robins for the members and these things should automatically be scheduled.

David Rieck, 658 Penn Place, Chairman of the Tennis Center Task Force, urged the Commission to extend the current contract.

Laura May, High Performance Sports Management, apologized for only sending out two newsletters and only via email. She indicated that they will be sending out regular monthly newsletters in the mail and it will include the free play passes. She explained the round robins that they offer for seniors and on the clay court. She informed them that they set aside these courts for the round robins so they never have to call and book the courts, they can just show up. She then answered questions of the Commission.

Commissioner Cooper clarified her motion for Commissioner Anderson which was intended to bring the majority of their instructional fees in line with the community to allow Winter Park residents to take lessons at a more comparable rate and to make reasonable instruction available to Winter Park residents.

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

Upon a roll call vote on the original motion as amended (to extend the contract for a year and that within 30 days or February 15, 2011 High Performance is to demonstrate that they are adhering to all aspects of the agreement in terms of a newsletter, courtesy passes, club tournaments and to include staff recommendation item #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" and that High Performance Sports Management and the City review the fee structure to enable instructional fees to be charged consistent to reflect the norms of the Central Florida area for municipal tennis clubs), Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried with unanimously with a 5-0 vote.

Public Comments

Mayor Bradley notified Dan Bellows that they are not taking public comment on his item since it has been tabled to the next meeting. Dan Bellows, 533 West New England Avenue, stated that if they do not extend the annexation agreement right now, it is all going in Maitland. He indicated that he was in the Maitland meeting when the City of Winter Park decided not to do the second reading. Mayor Bradley once again informed him that this item is rescheduled for the January 24, 2011 meeting.

A recess was taken from 5:55 to 6:14 p.m.

Public Hearings

- a. ORDINANCE NO. 2834-10 (Will be changed to 2834-11 due to adoption in the new year): 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. Second Reading

Tabled to the January 24, 2011 meeting.

- b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE UTILITY EASEMENT LOCATED AT 1211 COLLEGE POINT, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING AN EFFECTIVE DATE. First Reading

Tabled to the January 24, 2011 meeting.

- c. 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, CODIFICATION, AND AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title. City Manager Knight provided a brief summary and indicated that this is the formal ordinance to codify the action taken by the Commission in November when they decided to impose a fee. He explained that this establishes the fee and the violations/penalties. Mr. Knight also clarified that this is consistent with other violations of the City code in establishing this type of structure. Attorney Brown then provided further information and said it repeals an antiquated provision which provided for payment of an entrance fee for all vehicles entering Fleet Peoples Park because the equipment has not been in place to do that and according to staff reports the fee has not been collected for years.

Attorney Brown provided clarification on repeat violations and said that presently it is a \$60 fine Class 1 violation per Section 1-23 of the City code. He indicated if the Commission instructs him to do so, he will clarify the language that subsequent or repeat violations would be increased to a Class 2 or Class 3 violation to be consistent with all other violations, but if everyone is comfortable with the current language he will leave it alone.

Motion made by Commissioner Cooper to accept the ordinance on first reading; seconded by Commissioner Dillaha.

Commissioner Anderson asked about the fee and if it covers the registration of the animals that frequent the park and the permit fee. Attorney Brown clarified that one has to pay a fee to get the registration permit and in his view, it would cover the fee and the permit.

Motion amended by Commissioner Anderson to limit the fees to a Class 1 fee level; seconded by Commissioner McMacken.

Carla Lubet, 1501 Oneco Avenue, spoke in opposition to the fees and asked the Commission to take their time and get it together before moving forward with the ordinance.

Joe Terranova, 700 Melrose Avenue, said this is not the right time to impose a fee upon the citizens for dog registrations and violation fees and urged the Commission to do away with this.

Joseph Brock, 2341 Randall Road, shared his concern with the fees and the penalties and said this is unfair to the residents who own dogs and want to use this park. He said other communities in the area do not charge fees.

Michael Palumbo, 559 Oak Reserve Lane, spoke in opposition to both the fees and fines. He shared his frustration regarding the amount of money being spent on the dog issue especially when they have reduced both the police and fire department budget which is much more important to the residents.

Nancy Shutts, 2010 Brandywine Drive, indicated that she has no problem with the fees.

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 ordinance as presented, Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. Mayor Bradley voted no. The motion carried with a 4-1 vote.

Commissioner Reports:

a. Commissioner Anderson

Commissioner Anderson suggested that they review and reconsider adopting staff recommendation #2 on the High Performance contract at the next Commission meeting as well (reduce the required number of hard surface open play courts held during prime & non prime times from 4 to 2.) He asked if they could make this an action item for the next meeting and if staff would present it as an amendment to the contract. There was a consensus to do that.

b. Commissioner Dillaha

Commissioner Dillaha questioned if the Tennis Task Force should be called a committee because a task force is temporary in nature and this seems to be a permanent committee. She suggested discussing their responsibilities during the next meeting. Commissioner McMacken said the Task Force was formed to provide advice on the transition of going to a managed facility and they were not charged with long term oversight of the operation. He stated that area is the responsibility of the Parks and Recreation Board. Mayor Bradley and Commissioner Dillaha agreed with his understanding. Commissioner Cooper said she would like them to retire the Task Force if the task is completed.

Commissioner Dillaha addressed the need to ensure that the monthly newsletter that High Performance is to distribute goes to the members and that it includes information on the different events that are happening to help create more of a community base feel and possible new membership enrollments. Commissioner McMacken said he would like to make sure the newsletter is up to our City standards and asked if we are able to graphically or editorially assist them. Communications Director Clarissa Howard indicated that two times they have submitted an email proof to the City for review and feedback, so the City does assist them and offers various suggestions. She said that the City's role has been minimal because we view it as their newsletter; however, if the Commission would like for them to take a more involved role they can. Mayor Bradley believed that the City's current involvement is more than enough.

Commissioner Dillaha asked if the Tennis Task Force Committee or staff can track data such as how many memberships they are losing and why and possibly conduct a survey. She indicated that she would like to receive better data as to what is going on so they can gain a better understanding.

1. System for scheduling and booking City facilities for rentals

Commissioner Dillaha suggested there be a central reservation system for booking any of the rental facilities and to possibly put it online and offer discounts for residents. There was a

consensus for the City Manager to look into this and bring something back to them. Mr. Knight acknowledged.

Commissioner Dillaha addressed smoking in public parks and that Venice, Florida passed an ordinance to ban smoking on their public beaches and parks. She stated that even though she knows about the Florida Statutes that pre-empts local government from making those decisions, she believed that something else needs to be done. She suggested that they draft a resolution to be given to the State Legislature in Tallahassee for the spring session and also to the Florida League of Cities stating that we would like home rule authority, local government control over smoking in public parks, beaches and areas within our City or any city in Florida. She indicated that this would give the City the right to decide and provide us with control of the issue at a local level, rather than allowing Tallahassee to dictate their rules. There was a consensus to move forward with this.

c. Commissioner Cooper

Commissioner Cooper addressed a petition signed by approximately 200 citizens a while ago asking the city to put together a process for abandonment of City property (roads, alleys, etc.). She was informed that there currently is no policy on this and requested that staff provide information on an acceptable policy regarding abandonment of easements, streets, alleys, or any municipal property. Mr. Knight indicated that there is a policy that we request all utilities to inform us whether they need it or not, but there is no policy for notification of neighbors and that type of request. Mayo Bradley agreed with the suggestion. Mr. Knight acknowledged the request.

d. Commissioner McMacken

No items.

e. Mayor Bradley

No items.

The meeting adjourned at 7:00 p.m.

ATTEST:

Mayor Kenneth W. Bradley

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	January 24, 2011
prepared by department division	Chief Brett Railey Police Department Administration	approved by	<input 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 type="checkbox"/> N/A final vote		

subject

Lease of Bush Auditorium (Rollins College) for Friday, February 11, 2011 from 6:00 PM - 9:00 PM to administer Civil Service Test

motion | recommendation

Recommend approval and authorize the Mayor to sign contract.

background

The Police Department is in the process of conducting a Civil Service Test for the position of Police Officer on Friday, February 11, 2011. As of January 14, 2011, 205 perspective applicants have registered to take the examination. Due to the already high number of perspective applicants and the closing date for registration not until January 21, 2011, a large venue is required to facilitate the administering of the examination. This venue would also ensure adequate parking is available.

alternatives | other considerations

Multiple testing dates which would require additional staffing and overtime

fiscal impact

Rental Fees have been waived. No cost to the city.

strategic objective

To ensure the most qualified applicants are selected, which is necessary to continue delivering the highest level of law enforcement service and maintaining the quality of life for the residents of Winter Park.

External Client

Client	Reservation:	8923
Sgt. Jon Askins Winter Park Police Department USA	Event Name: Status: Phone: Email Address: Event Type: Event Scheduler:	Winter Park Police Dept. Reserved - Details Pending 407-599-3365 jaskins@cityofwinterpark.org. Meeting Sudie Eisenbarth

Bookings / Details	Quantity	Price	Amount
Liability Insurance Due (Due Date: 1/27/2011) <i>The Certificate of Liability Insurance is due by date listed above. Please see section IV of the Contract below for more detailed information.</i>			
Signed Contract Due (Due Date: 1/27/2011) <i>Signed contract due by dates listed above.</i>			

Friday, February 11, 2011

6:00 PM - 9:00 PM Winter Park Police Dept. (Reserved - Details Pending) BUSH Bush Auditorium

As is (no set-up) for 300

Room Charge:	1	\$900.00	\$900.00
Less 100% Discount			(\$900.00)

Subtotal	
Grand Total	\$0.00

WITNESSETH

WHEREAS the College owns grounds, buildings, educational and athletic facilities in Winter Park, Florida, which it may from time to time make available to various groups and organizations, and

WHEREAS the Client desires to engage the College to provide certain facilities and services in connection with the conduct of the Client's activities: Now, therefore, the parties hereby do mutually agree as follows:

I. ACTIVITIES OF THE CLIENT

The Client engages the facilities and services described and/or outlined above.

II. SCOPE OF SERVICES AND FEES FOR SERVICES

The College shall make available certain facilities and perform certain services for Rental Facility Usage, and Catering Fees provided under this Contract in connection with and respecting the College Campus, as outlined above.

Equipment and other services: Should Client require the provision of special equipment, delivery, setup, takedown, cleanup, security, and other services, such items will be identified and outlined above and related fees will be specified therein.

Catering: College catering shall be the sole provider of any food or beverages required by the event. Catering needs, if any, must be arranged through Scheduling and Event Services. Client must provide the College with a guarantee

Bookings / Details	Quantity	Price	Amount
--------------------	----------	-------	--------

number of participants no less than fifteen (15) days prior to the event. The College's Catering Department will provide sufficient food for a number equal to the guarantee plus five (5) percent. Final Catering fees will be determined by the guaranteed or actual attendance whichever is higher.

Facility Reservations: (other than the Chapel) - The College reserves the right to substitute comparable facilities for those reserved for the Client in cases of an emergency, governmental order, adversity in weather conditions, etc., and if the nature of the Client's meeting is bound to affect the mission or operation of the College and the welfare of its community.

The College reserves the right to refuse rental space if the Client's program content (or activities) is in conflict with courses or programs offered through Rollins College, even if such discovery is made after both parties have an agreement and/or signed contract. Subsequently, Clients must sincerely divulge the nature of its activities prior to signing this agreement, as the "non-refundable" fee is applicable to this clause.

The facilities described above, if applicable (or comparable facilities) are reserved exclusively for the use of the Client for the dates and times and at the rates specified. No reductions in rates can be made for facilities reserved and unused. Access to and use of other property and facilities to the extent necessary and appropriate to the conduct of the program will be at the mutual convenience of the Client and the College.

Parking: On campus parking for guests is very limited. No on-campus parking can be reserved for or guaranteed to special event participants. Use of the College's Parking Garage (Lyman and Park Avenue) is required. [Note: Chapel Clients needing special arrangement in front of the Chapel should notify Scheduling and Event Services (407-646-2576) two weeks in advance for efforts to accommodate the request.]

III. TERMS OF PAYMENT

Client's reservation of facilities and services will be confirmed upon receipt of a non-refundable deposit outlined above.

Thirty days prior to the event or as specified above, the balance of the costs of Facilities must be presented as a non-refundable balance payment. This amount represents the estimated costs for rental of the stated Facilities. Other charges may apply either as addenda to this contract or as last minute requests, acknowledged in writing by the Client. Therefore, the Client agrees to pay in full for any additional costs regarding the use of Facilities.

Concerning Catering, if applicable, the deposit amount and any balance due are outlined in the Catering Addendum and the Client agrees to pay for services reserved/rendered based on the conditions stated therein.

Note: Unanticipated charges, including but not limited to those necessitated by additional cost of providing services on a last minute basis, a higher than expected attendance and/or from loss or damage to College property, will be billed accordingly after the event, and are due and payable within 10 days of the billing date.

Client agrees to pay and be responsible for all expenses and charges, including attorney's fees and other costs and charges necessary for the collection of any amount not paid when due. The College reserves the right to collect returned NSF checks electronically and charge client all related expenses. Accounts with outstanding balances 30 days after invoiced are subject to a monthly late fee of 5% of the current balance.

IV. CONDUCT OF EVENT

Client agrees not to allow its guests or program participants to behave in an unsafe, careless or negligent manner while on College property or facilities or while entering or leaving the property or facilities agreed hereto. Client participants will not do or cause any act to be done which will injure or harm any person or persons or which will in any way mar, deface or damage any College property. Client expressly accepts all liability for damages arising from the actions of any or all of its program participants or guests.

Client agrees to provide timely information to the College of any occurrence of personal injury, death, or property loss, damage or destruction arising from the conduct of the event, and agrees to make reasonable efforts to mitigate it. The College agrees to provide timely information to the Client of any occurrence of personal injury, death or property loss, damage or destruction, or violation of College rules or regulations, or violation of the terms of this agreement, arising from the conduct of the event, and agrees to mitigate it. The College agrees to provide the Client with reasonable time to correct or cure violations.

Bookings / Details

Quantity

Price

Amount

Alcoholic beverages may not be sold nor consumed on the College campus by Client or Client participants or guests. Alcoholic beverages may be served, provided they are purchased from the College catering operation and served by College catering personnel designates as bartenders, and as long as an equal or greater amount of non-alcoholic beverage is available.

The Client agrees to be in full compliance at all times with all federal, state and local laws and ordinances, including fire safety, building occupancy maximums and regulations and restrictions on the purchase, distribution and consumption of alcohol. The College does not permit nor condone the use of controlled substances on campus. The Client agrees to cooperate with College officials and Campus Safety officers in the enforcement of all regulations, laws, ordinances, and policies.

Client shall provide adequate and appropriate supervision, in accordance with all College policies, procedures and house rules, of all persons associated with Client function during their presence on College property. All persons affiliated with, providing services to, or visiting the Client's program/activity will be subject to the same requirements as outlined for program participants.

No use or mention of Rollins College, its facilities, symbols, trademarks or logos may be made without the express written consent of the College. Client shall provide the College with an advance copy of any intended publication, advertisement, announcement or other material describing either the College or the event for its approval, prior to or when executing this agreement.

V. HOLD HARMLESS AND INDEMNIFICATION

The Client agrees to indemnify and hold harmless the College, its agents and assigns from all liability, loss, damage, costs and all other claims for expenses asserted against the College that may arise from the activities of the Client, Client's agents, associates, employees, guests, participants or vendors.

If requested, the Client shall provide the College with appropriate Certificate of Insurance for a minimum of one million dollars combined bodily injury and property damage coverage, naming the College, its officers, employees, and agents as additional insured, thus holding them harmless from any and all liability or claims of liability which may arise with respect to the operation of the Client's program/event, further insuring all College facilities and equipment from loss or damage arising out of program operation. The Client is to be insured for the period of the event or program, and a Certificate of Insurance so described must be filed with the College at least fifteen (15) days prior to the earliest date identified above.

Client or Client program participants/guests using their own or leased vehicles on the College campus must have evidence of insurance for a minimum of one million dollars combined bodily injury/property damage coverage.

It is also the responsibility of the Client and guests to fully comply with Federal and State regulations covering its employees and/or agencies regarding payroll taxes, statutory benefits and other liabilities and also to carry appropriate insurance, including but not limited to comprehensive liability, worker's compensation unemployment, hospitalization/medical.

If the Client is a not-for-profit organization, and expects not to be billed for sales tax, it shall provide the College with a copy of its Florida State sales tax exempt status certificate. It is the responsibility of the Client to collect and disburse to the appropriate agency all Florida State sales tax applicable to the sale of goods or services arising out of the activities of the event.

VI. TERMINATION

The College reserves the right to terminate this Contract without penalty for breach by the Client of any of the terms contained herein or if it should become impractical to perform this Contract due to causes beyond the control of the College, such as, but not limited to, acts of God, destruction to its facilities, labor disturbance, war, or government order.

If, through any cause, Client shall fail to fulfill in a timely and proper manner his/her obligation under this Contract, or if any of Client's participants/guests conduct themselves in a manner detrimental to the operation, reputation or standing of the College, the College shall thereupon have the unilateral right to terminate this Contract by giving written notice to the Client of such termination. In such event, full contract fees shall be immediately due and payable, together with reimbursement to the College for property or damages, as determined by the College.

VII. ADDENDA

Addenda may include the Event Catering Form, if applicable. Any addenda require proper acknowledgement by the College and the Client.

Client shall sign and return this Contract to Rollins College, Scheduling and Event Services, 1000 Holt Avenue-2728, Winter Park, FL 32789-4499. If not returned by the specified date, the Contract will be null and void.

VIII. CONSTRUCTION

This Contract is signed as a sealed instrument to be governed by and interpreted in accordance with the Laws of Florida. This Contract contains the entire contract between the parties and may not be amended or modified or transferred or signed without the prior written consent of the College. This instrument will take effect upon the receipt of signed copies [herein] by all signatories. In witness thereof, the duly authorized officers of the parties have executed this contract as of the date written below.

Signature: _____ Date: _____

Client

Signature: _____ Date: _____

Sudie Eisenbarth, Director
Scheduling and Event Services

THIS IS IMPORTANT ...
A Certificate of Liability Insurance is required.

Please consult with your Insurance Agent or you may purchase insurance coverage through the URMIA TULIP Program.

We must have the certificate of insurance 15 days prior to the event.

NOTE

Liability Insurance: Rollins College requires liability insurance from third parties wishing to use College facilities for meetings, conferences, seminars, weddings or other special events. This requirement can be satisfied by providing a certificate of insurance or by purchasing liability insurance through University Risk Management Insurance Association (URMIA) TULIP Program. (Rollins College TULIP Code is: 30712788)

Information about TULIP (Tenant and Users Liability Insurance Policy) is available by visiting:
<<http://www.urmia.org/TULIP.cfm>> In addition to the TULIP program, a certificate of insurance can be purchased from an independent insurance broker.

The required coverage is one million dollars combined bodily injury and property damage coverage, naming Rollins College as additional insured. The Client is to be insured for the period of the event or program, and the Certificate of Insurance so described must be filed with the College at least fifteen (15) days prior to the earliest date identified above.



city commission agenda item

item type	Consent Agenda	meeting date	January 24, 2011
prepared by department division	Purchasing 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 type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

Purchases over \$25,000

	vendor	item background	fiscal impact	motion recommendation
1.	Playmore West, Inc.	Purchase of playground equipment for the Community Center	Total expenditure included in the overall project budget	Commission approve PR 146045 to Playmore West, Inc. and authorize the Mayor to sign Quotation 3990. Amount: \$43,641.40
PR 146045 to Playmore West, Inc. is for the purchase of playground park equipment for the new Community Center. This purchase will be made utilizing the Palm Beach County contract (10072) that is included as item three (3) below. Total expenditure for playground equipment was included in the project budget, however it is completely separate from the Turner Construction GMP.				
2.	Pierce Manufacturing, Inc.	Refurbishment of Fire Engine 64 (2001 Pierce Quantum Pumper)	Total expenditure of \$252,836 is included in the approved FY11 vehicle/equip. replacement fund	Commission approve PR 146050 to Pierce Manufacturing, Inc.
Refurbishment of fire engine 64 (2001 Pierce Quantum Pumper) was approved in the FY11 vehicle/equipment replacement fund for a not to exceed amount of \$252,836. The design, manufacture and refurbishment of all major fabrications are proprietary to Pierce Manufacturing, Inc.				

Piggyback contracts

	vendor	item background	fiscal impact	motion recommendation
3.	Playmore West, Inc.	Piggyback with Playmore West, Inc. for Playground Park Equipment, Parts and Installation	See item #1 above	Commission approve piggybacking the Palm Beach County contract # 10072 with Playmore West, Inc. for Playground Park Equipment, Parts and Installation and authorize the Mayor to execute the Piggyback Contract
Palm Beach County utilized a competitive bidding process to award this contract. The contract was awarded on May 23, 2008 for a term of two (2) years. The contract has been renewed for a current contract period of August 23, 2010 through August 22, 2012. The Parks and Recreation Department intends to utilize this vendor and contract for the purchase of playground equipment for the new Community Center.				
4.	Florida Irrigation Supply, Inc.	Piggyback with Florida Irrigation Supply, Inc. for Irrigation and Sprinkler Supplies	Total expenditure of \$40,000 is included in approved FY11 budget. Payment will be made using pcard	Commission approve piggybacking the City of Orlando contract # BI08-2357 with Florida Irrigation Supply, Inc. for Irrigation and Sprinkler Supplies and authorize the Mayor to execute the Piggyback Contract
On December 13, 2010 the City Commission approved piggybacking this contract. The current contract term will expire January 31, 2011. The City of Orlando has entered into a contract renewal with Florida Irrigation Supply, Inc. for a twelve (12) month period. The new contract term is February 1, 2011 through January 31, 2012.				

5.	Siemens Water Technologies Corp.	Piggyback with Siemens Water Technologies Corp. for Liquid Hydrogen Peroxide	Annual expenditure of \$45,000 is included in approved FY11 budget.	Commission approve piggybacking the Orange County contract #Y10-173 with Siemens Water Technologies Corp. and authorize the Mayor to execute the Piggyback Contract
On October 25, 2010 the City Commission approved piggybacking this Orange County contract. The current contract term will expire on February 21, 2011. Orange County has entered into a contract renewal with Siemens Water Technologies Corp. for a twelve (12) month period. The new contract term will be February 22, 2011 through February 21, 2012.				
6.	Aquatic Weed Control	Piggyback with Aquatic Weed Control for Aquatic Restoration & Management Services	Annual expenditure of \$20,000 is included in approve FY11 budget.	Commission approve piggybacking the Orange County contract #Y8-172 with Aquatic Weed Control for Aquatic Restoration and Management Services and authorize the Mayor to execute the Piggyback Contract
Orange County utilized a competitive bidding process to award this contract. The contract was awarded on February 11, 2008 for a term on one (1) year. The contract may be renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties. The current contract term expires on February 10, 2011, however a renewal has been mutually accepted which will extend the contract term until February 10, 2012.				

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

11/01/10

Job Number: 3990
Revision: A

Client: City of Winter Park
151 Lyman Ave
Winter Park FL 32789-4386

Job: Community Ctr Play Area
401 Park Ave
Winter Park FL 32789-4386

Leif Bouffard
407-599-3223
407-599-3454

Sales Rep: Anne Kennedy-Kreiger

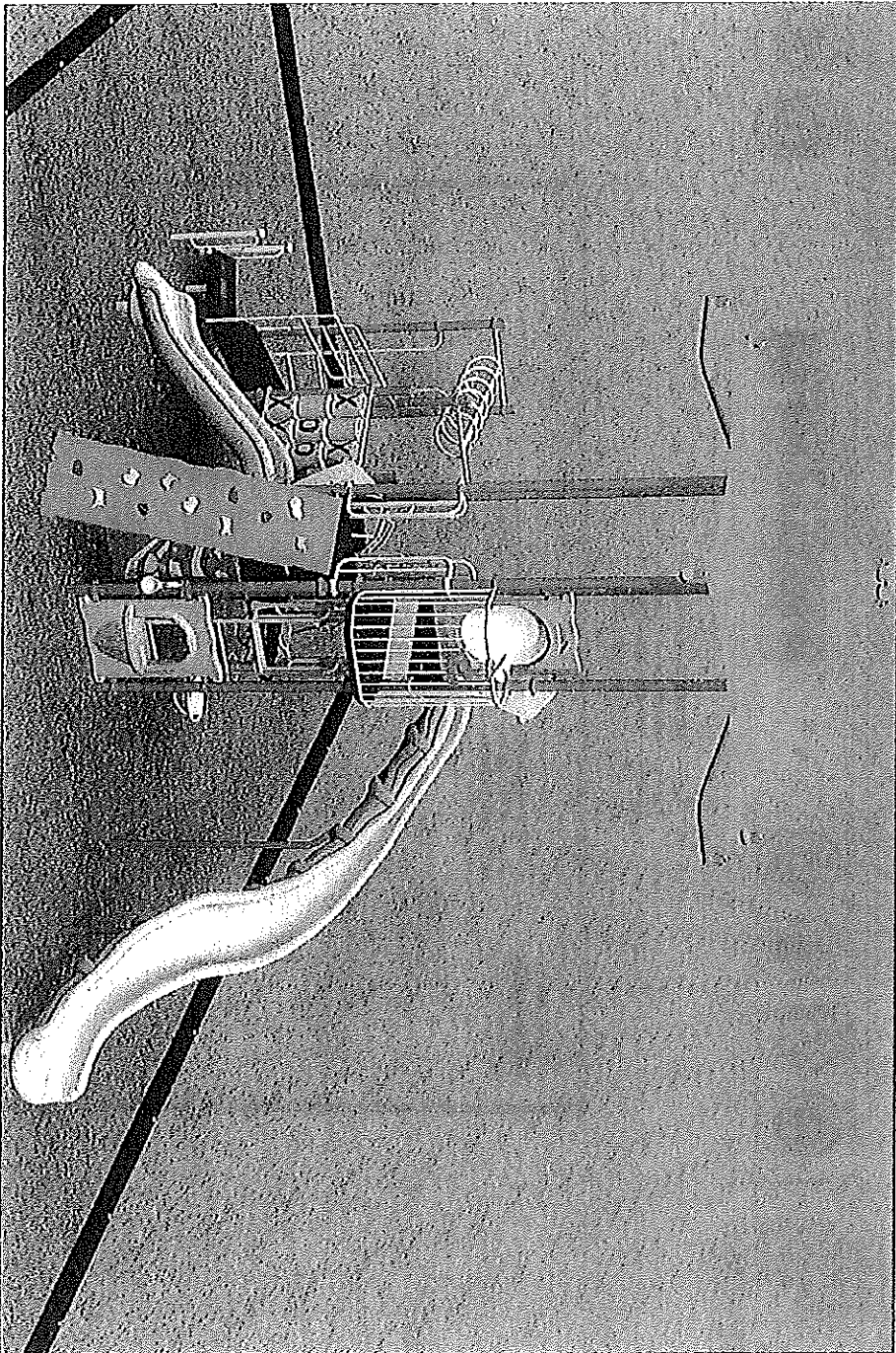
Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
Challenger	Custom Play Structure. Winter Pk_A.	1	\$30,760.00	\$30,760.00
ZZXX1410	6Ft Permanent Bench (Coated Planks & Frame).	2	\$409.00	\$818.00
ZZXX9430	4Ft Border Timbers W/Stake.	36	\$41.00	\$1,476.00
Discount	Palm Beach County Contract 10072. 5%.	-1	\$1,652.70	-\$1,652.70
Zeager	12" of Engineered Woodcarpet for 1232 SF, priced per CY.	62	\$17.00	\$1,054.00
Zeager	Geotextile Fabric, 1500 sf per roll.	1	\$160.00	\$160.00
Discount	Palm Beach County Contract 10072. 5%.	-1	\$60.70	-\$60.70
Subtotal:				<u>\$32,554.60</u>
2 Freight				
Freight	Playworld Freight	1	\$1,884.00	\$1,884.00
Freight	Zeager Freight.	1	\$246.00	\$246.00
Subtotal:				<u>\$2,130.00</u>
3 Installation				
PSI Installation	Installation of Playworld Equip, per PBC 10072.	1	\$7,831.80	\$7,831.80
Zeager Install	Install of Zeager Materials for 1232 SF. per PBC 10072.	1	\$1,125.00	\$1,125.00
Subtotal:				<u>\$8,956.80</u>
Grand Totals:				<u>\$43,641.40</u>

Notes: NO OTHER SERVICES INCLUDED.

Winter Park Community

Winter Park, Florida



- Green
- Medallion
- Beige
- Brownstone
- Brown Eco-King™

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RECREATION
PRODUCTS & SERVICES

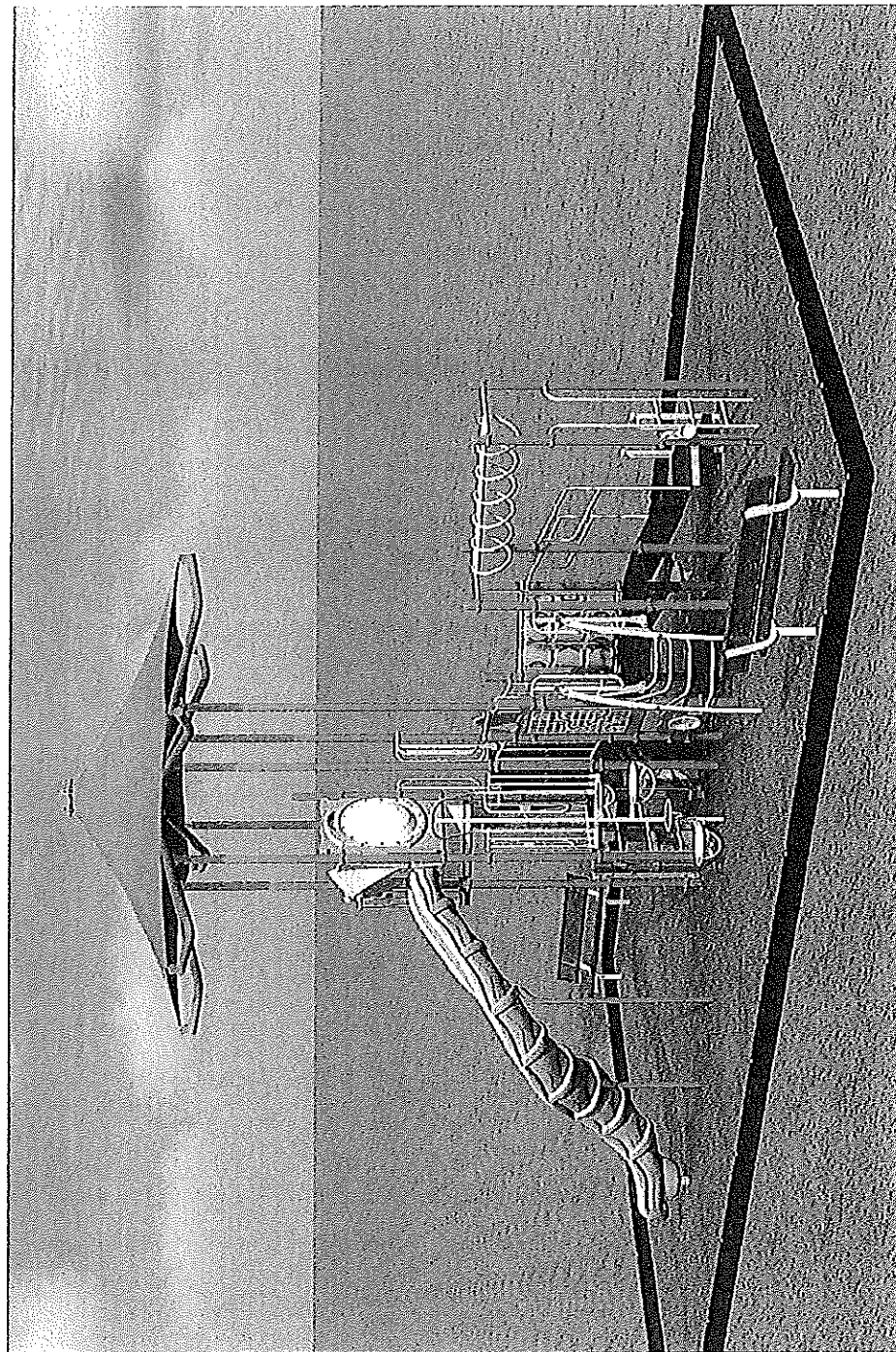
10001 Deer Run Farm Road, Suite 1
Fort Worth, TX 76155
(817) 791-5400
(817) 791-5401
(817) 791-5471 fax
E-mail: info@playmore.com
www.playmoreusa.com

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SYSTEMS
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Winter Park, Florida

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 www.playmorellc.com



Green



Medallion



Beige



Brownstone



Eco-Armor™





Hcm# 2

Winter Park Fire Department Memorandum

To: Carrie Woodell/Purchasing Manager

From: Pat McCabe/Deputy Chief

Subject: Fire Apparatus Refurbishment (Veh.2244)

Date: January 7, 2011

The Fire Department will be refurbishing a Pierce Quantum Fire Engine (Veh.2244) this Spring for an amount already approved by the City Commission in the vehicle replacement fund not to exceed \$252,836.00. Included in these costs are:

1. Full refurbishment or replacement of parts and items as stated in the Pierce quote dated January 3, 2011 for Truck 12282TR.
2. Normal delivery and inspection costs.
3. Return of all salvageable items.
4. Unforeseen change orders upon approval.



Midwest Regional Refurbishment Center
816 Commercial Avenue
Weyauwega, WI 54983

January 7, 2011

Chief James White
City of Winter Park Fire Department
Winter Park, Florida

SUBJECT: Pierce Refurbishment and Modifications – Sole Source Manufacturer

Dear Chief,

The following is the information referring to the "Sole Source Manufacturer" of Pierce fire apparatus as they are refurbished and modified with proprietary retrofitted components. Please review and feel free to call with any questions.

SOLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team to include refurbishment and modifications to Pierce build apparatus.

From our headquarters, all chassis, cab and body systems are engineered, tested and hand assembled to the customer's exact specifications. The design, manufacture and refurbishment of all major fabrications are proprietary to Pierce Manufacturing, INC. All cab, body structural and Pierce proprietary components warranties apply only to apparatus that are refurbished and / or modified by the Pierce Service Center in Weyauwega, Wisconsin.

The following items listed in your quote for refurbishment of your 2001 Pierce Quantum pumper 12282TR "Engine 64" are proprietary to Pierce Manufacturing and can only be retrofitted at the Pierce Service Center in Weyauwega, Wisconsin.

- TAK-4 front suspension with enhanced handling and ride performance
- Frontal Impact Protection with frontal air bags for increased safety of the fire fighters
- NFPA 1901 compliant non-slip aluminum treadplate replacements for increased safety of all stepping surfaces.
- Pierce Quantum nose cone and front grille replacement
- Pierce Quantum air operated cab entrance steps

- Husky 3 foam system
- Electric cab door windows
- Electric cab door locks

Pierce's **sole source solution** adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance and a high level of quality.

Pierce maintains complete engineering records and a job history file of each apparatus manufactured to assure all OEM components are used in the refurbishment process assuring the safety of the fire fighters and the integrity of the apparatus.

Please feel free to contact me at your convenience with any questions or concerns.

Sincerely;



Donald Daemmrich
Sales Manager - Refurbishment Sales
PIERCE MANUFACTURING, INC.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 24, 2011
prepared by department division	Fire Chief James White Fire Rescue Fire Administration	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Civil Service Board December 7, 2010	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject

A discussion of a proposed Public/Private Partnership for the Re-Construction of Fire Station 64 (Howell Branch Road)

Motion | Recommendation

City staff is seeking direction from the City Commission to further explore an opportunity to develop a Public / Private Partnership for the future re-construction of Fire Station 64. A positive motion would include direction to staff to further explore this opportunity bringing back to the City Commission future plans for the partnership.

Background

The staff has been approached by the owners of AeroClave Inc., a local Winter Park business, with an opportunity to incorporate any future reconstruction plans for Fire Station 64 (Howell Branch Road) with their business project.

Fire Station 64 was deeded to the City in 2000 after being operated by Orange County Fire Rescue. The original structure was built in the 50's by the Goldenrod-Domerich Fire Protection District and operated as such until county fire service consolidation in 1981. The structure houses one three-person Engine Company and is not currently ADA compliant, nor does it meet acceptable square footage demands for today's modern multi-discipline fire service. The building was also not built to house personnel 24/7 as the first occupants were volunteer firefighters. The building is currently on the City's Capital Improvement Plan for a scheduled renovation in the next five years.

AeroClave Incorporated is a local Winter Park business owned by Dr. Ronald Brown M.D.. The business develops and operates large asset decontamination processes used for vehicles and other larger items. It is noted in AeroClave's business plan to seek opportunities to develop partnerships with private entities which have a need for regular use of these large decontamination assets. To date, the City has only entered into an agreement to serve as subject-matter experts for AeroClave and have benefited from the use of the decontamination equipment. No exchange of funds or expectation of service has been made.

Fire Rescue has been seeking other opportunities to reconstruct this Fire Station as

something other than a traditional stand-alone fire station. Today's fire service mission is constantly evolving and having the ability to discuss in further detail a Public / Private Partnership with AeroClave Inc. could certainly benefit the City.

alternatives | other considerations

At present the Fire Department has not been approached by any other private businesses seeking this type of partnership. The only other alternative currently being explored is to maintain this project on the list of future Capital Improvement projects.

fiscal impact

Accepting the staff's recommendation to further explore the possibility of a Public/Private Partnership will not have any fiscal impact on the City. No funds will be expended to achieve a proposed plan to bring back to the City Commission for discussion.

strategic objective

Quality facilities and infrastructure. Develop strategic plan for City facilities.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 24, 2011
prepared by department division	John Holland, Director Parks and Recreation Administration	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Tennis Task Force	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

subject

Commission discussion to add an addendum to the extended Tennis Center Management contract to allow for the reduction of the required number of hard surface open play courts held during prime & non-prime times from 4 to 2.

motion | recommendation

Recommend approval of an addendum to the Tennis Center Management Contract to include the adjustment of the contract requirement for the number of open play hard surface tennis courts from 4 courts to 2 courts during Prime and Non-prime hours.

background

During the December 13th, 2010 City Commission meeting, staff submitted a prepared 9 month analysis of the newly contracted operations for the Winter Park Tennis Center with the recommendation that the contract with High Performance Sports Management be extended for another 12 month period. In addition to the contract extension, the department staff and the Tennis Task Force included three recommendations in the contract requirement that would improve the management and operations of the Tennis Center.

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 no longer 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 in exchange for a reduction in the available hard courts from 4 to 2 during prime time.

This will provide additional soft courts for our all players that prefer the soft courts.

During the December 13th, 2010 City Commission meeting the Commission approved a 30 day extension of the contract and requested the Tennis Center Management Contract issue be placed on the January 10th, 2011 Commission meeting agenda.

During the January 10th, 2011 Commission meeting the Tennis Center Management Contract was extended for a period of 12 months until March 17th, 2011. Included in the contract extension was the Commission directive to implement request number 3.

During public school breaks / vacation schedule, an exchange from 6 to 8 soft courts available to the public in exchange for a reduction in the available hard courts from 4 to 2 during prime time.

A request was made by Commissioner Anderson followed by a consensus of the City Commission for reconsideration of item number 2 during the next Commission meeting. Item number 2 included the recommendation of the department staff, the Tennis Task Force and High Performance Sports Management to reduce the required number of hard surface open play courts held during prime and non-prime times from 4 courts to 2 courts.

alternatives | other considerations

N/A

fiscal impact

The reduction of the number of open play courts held for recreational play will result in additional income produced by the actual rental use of the courts that have been sitting vacant.

long-term impact

The long term impact of this action will provide more tennis customers with more accessible courts and a more efficient management of Tennis Center operations.

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	\$ 10,643.44
Soft Court Hourly	\$ 16,227.99

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 and beverage/snacks revenues:	\$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:	\$50,115.67
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 April (May not yet received) is as follows:

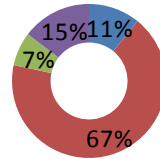
Cady Way Park: \$6,267.06
Phelps Park: \$1,533.00
TOTAL: \$7800.06

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%

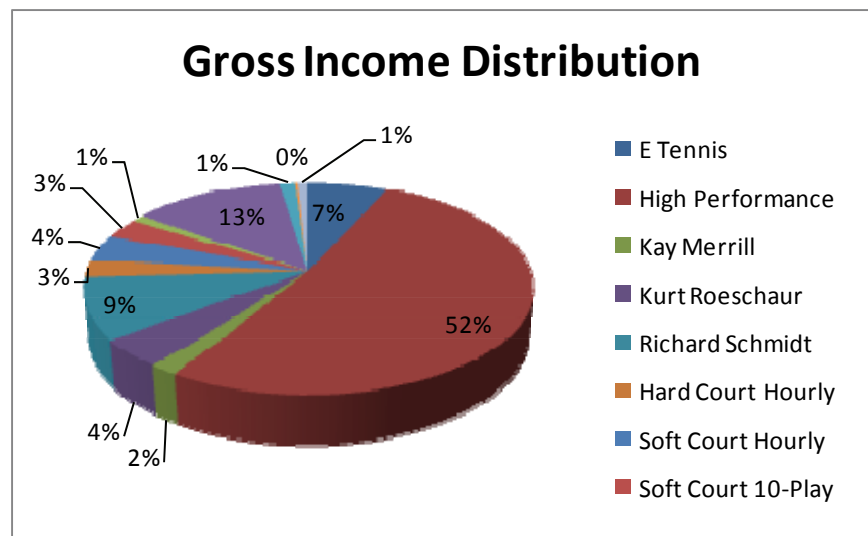
Comparisons to revenues received during the same period in 2009

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:

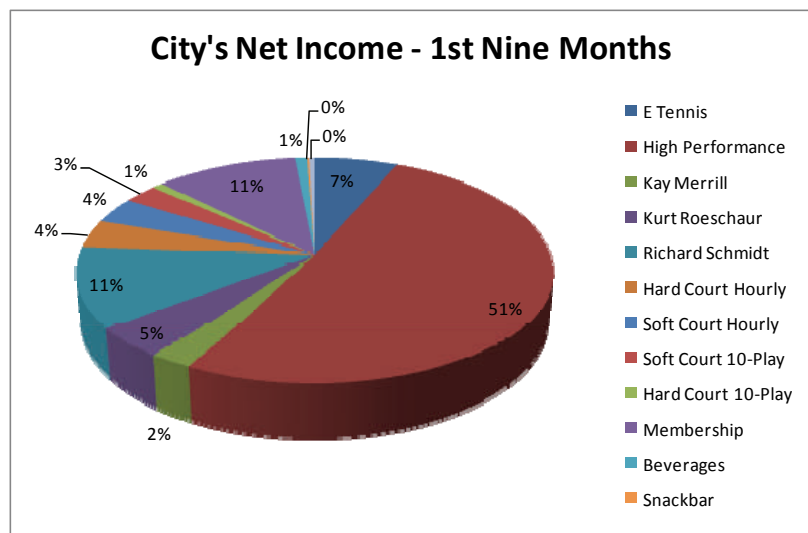
GROSS INCOME	Total 9 Months
E Tennis	\$ 26,807.44
High Performance	\$ 207,481.08
Kay Merrill	\$ 7,009.50
Kurt Roeschaur	\$ 17,823.75
Richard Schmidt	\$ 36,412.36
Hard Court Hourly	\$ 10,565.08
Soft Court Hourly	\$ 16,227.15
Soft Court 10-Play	\$ 12,270.50
Hard Court 10-Play	\$ 4,173.40
Membership	\$ 50,486.26
Beverages	\$ 5,295.13
Snack bar	\$ 920.00
Tournaments	\$ 3,228.20
TOTAL	\$ 398,699.85



Revenues > City Portion of Income

Following are tables of statistical data for the period of February 15, 2010, to November 16, 2010:

CITY'S NET INCOME	Total 9 Months
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
TOTAL	\$ 45,573.40



Court Usage AVERAGES

COURT USAGE AVERAGES 2/15/10 through 11/16/10			
CLAY COURTS			
Morning 7am-Noon,	% of courts in use		67.34%
Morning 7am-Noon,	% of courts not used		32.66%
Afternoon Noon to 7pm	% of courts in use		26.32%
Afternoon –Noon to 7pm	% of courts not used		73.68%
Evening 7pm to 10pm	% of courts in use		25.87%
Evening 7pm to 10pm	% of courts not used		74.19%
Hard Courts Averages 2/15/10 through 11/16/10			
Morning 7am to Noon	% of courts in use		32.09%
Morning 7am to Noon	% of courts not used		67.91%
Afternoon Noon to 7pm	% of courts in use		17.75%
Afternoon –Noon to 7pm	% of courts not used		82.25%
Evening 7pm to 10pm	% of courts in use		20.46%
Evening 7pm to 10pm	% of courts not used		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 and reviewed monthly 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

· Parks & Recreation Department

· 491 Park Avenue South

· Winter Park, Florida 32789

· Phone 407-599-3334

· Fax 407-599-3454

E-mail rmoore@cityofwinterpark.org or

jholland@cityofwinterpark.org



Nov 23, 2010





city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 24, 2011
prepared by department division	Clarissa Howard & John Holland Communications Department and Parks & Recreation Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Keep Winter Park Beautiful Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

subject

Presentation of the educational plan regarding the animal ordinance & proposed dog waste stations.

motion | recommendation

1. Approval of the educational plan.
2. Approval of the slogan.
3. Approval for the flexibility to use the various proposed dog waste stations (four options) depending on the specific location.
4. Approval of the proposed locations.

background

As part of the 2010-2011 budget process, \$40,000 was approved toward educating the public about the various aspects of the animal ordinance including the importance of proper disposal of pet waste. The Communications Department and Parks & Recreation Department developed an educational plan and has put together the proposed pet stations with a detailed map of potential locations that will be presented to the Commission for its consideration.

A presentation was made to the Keep Winter Park Beautiful Board on January 5 where they selected two possible slogans and approved the educational plan as presented.

Staff is proposing to launch the campaign in March pending the installation of the dog waste stations are in place at that time.

alternatives | other considerations

N/A

fiscal impact

\$40,000 from the Keep Winter Park Beautiful budget

long-term impact

A better informed community and healthier environment.

strategic objective

Further the city's Strategic Objective of a "quality environment" and "quality facilities & infrastructure."

Proposed Marketing Plan Dog Waste Educational Campaign* (Estimated expense: \$5,000)

DRAFT

*pending installation of dog waste stations for March 2011

COMMUNICATIONS TOOL	LAUNCH DATE	AUDIENCE
Campaign presentation to City Commission	January 24, 2011	City Commission
Web site – Web page	March	Web users
Press Release re: the launch of educational campaign and reveal of logo/signage	March	Local media (TV, print, radio) neighborhood/merchant associations;
citE-news	March	Subscribers
Promotional item (\$5,000 expense)	March	Pet stores, animal hospitals, vets, doggie day care centers
<i>Winter Park Update</i> newsletter	March/April/May issue	City residents and businesses
<i>Waterways</i> newsletter	March	City residents
Facebook	March – weekly April – 2x month	Approximately 1200 fans
Twitter	March – weekly April – 2x month	Approximately 300 followers
<i>CityToday</i> newsletter	1 st quarter 2011 (April)	City employees
Utility Bill inserts	April	28,000 utility customers
<i>Park Press</i>	April	College Park, Winter Park, Baldwin Park and Maitland; 25,000 distribution; 52,000 readers
<i>Winter Park/Maitland Observer</i>	March, April, May	5,000 distribution; over 10,000 readers
<i>Hannibal Herald</i> newsletter	Second issue of 2011 (June)	Hannibal Square residents and businesses
Posters displayed at city facilities and Park Avenue kiosks	March – December	Patrons and shoppers

KWPB Board Approved Proposed Promotional Item



Dog Bone-Shaped Pet Waste Bag Dispenser

150+	250+	500+	1000+	2500+	5000+
\$1.80	\$1.73	\$1.59	\$1.51	\$1.45	CALL

Alternative promotional item



Dog Pet Trash Bag/Poop Bag Dispenser with Logo

150	300	600	1200
\$2.99	\$2.79	\$2.54	\$2.42

KWPB Board Approved Slogans and Logos

Approved slogans:

- Be kind & pick up what's left behind
- Don't forget to pick up after your pet.

Approved shapes:



Please don't forget to
pick up after your pet



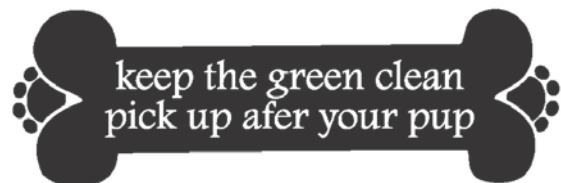
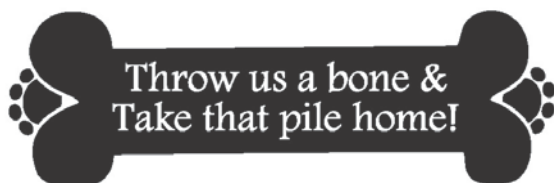
Be kind & pick up
what's left behind



Alternative logos to consider:



(Communications Department's Favorite)



Proposed plan for the installation of the new dog pet waste stations (Estimated expense: \$35,000)

Recommended locations:

A detailed map to be presented to the City Commission on Monday, January 24.

Recommended Pet Waste Station Estimates:

Option 1	Bollard Pet Station	
1 ea	Sternberg Bollard	\$400.00
1 ea	Bag Dispenser	\$80.00
1	Hardware	\$50.00
	Price Per Pole	\$530.00



Option 2	Square Pet Waste Station	
1 ea	Pet Waste Station	\$528.00
	Shipping	TBD
	Price Per Station	\$528.00



Option 3	Complete Pet Station	
1 ea	Pet Station	\$379.00
	Shipping	TBD
	Price Per Station	\$379.00



Option 4

1 ea	Dispenser to be attached to trash can	\$80.00
------	---------------------------------------	---------

Total per station		\$80.00
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Dispenser closed



Dispenser open

CURRENT PET STATION EXAMPLES





city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 24, 2011
prepared by department division	Troy Attaway Public Works	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		

Subject

Howell Branch retention pond ownership and maintenance

motion | recommendation

Accept ownership of the Howell Branch retention pond and the proposed improvement plan to make it an amenity to the City

Background

There currently is a retention pond located on Howell Branch Road across from Via Tuscany which is owned and maintained by Orange County. The pond was constructed in 1984 in conjunction with the widening of Howell Branch Road. The pond is maintained to the Orange County standards which includes chain link fencing, Bahia grass and infrequent cleaning. Since this is a gateway to the City and adjacent to a City park, the City requested the county transfer ownership to the City so we could improve the appearance and make it an asset by connecting it to the Howell Branch Preserve Park. Improvements anticipated are new decorative fencing, construction of walk path around pond which ties into existing walk path in the park, more frequent cleaning, addition of native aquatic plants and pondscaping, and addition of a stormwater control structure which will improve the treatment capacity and efficiency of the pond. This is also an excellent venue to provide interpretive signs educating parks visitors on stormwater issues and how they affect Howell Creek. A graphical plan is included as Figure 1. An anticipated budget and schedule of implementation are presented as well as Figure 2 & 3 respectively. Some of the improvements could be phased and constructed as funds allow and grants are received. This action will add 3.5 acres of parkland to the City.

alternatives |

The City could take no action and accept the condition of the pond. The City could try to work with Orange County to improve the appearance through joint funding and not take ownership. The concern of this option is the benefits would most likely be short lived and the city would not be able to expand its existing park and walk path

fiscal impact

The financial impact of this acceptance is a minimum of \$8,000 per year for mowing and cleaning of the pond to the existing level. The Lakes and Streets Divisions are able to perform this cleaning at a higher level of service using existing personnel within the stormwater utility. The mowing will be performed using contract services at the same frequency as the park.

long-term impact

Having ownership of this pond will provide the City with the ability to expand the park, provide a water feature and stormwater education at the Howell Branch Park. This site also provides access to the Howell Creek drainage channel which could be the site of a future canoe/kayak launch. Having control over this pond also allows for the City to make improvements that will increase the effectiveness of removing pollutants from the pond.

strategic objective

Quality environment and quality facilities and infrastructure.

Figure 1

1. DREDGE POND TO CREATE OPEN WATER
2. PLANT SHORELINES WITH NATIVE AQUATIC VEGETATION
3. CONSTRUCT CONTROL STRUCTURE TO IMPROVE POLLUTION REMOVAL



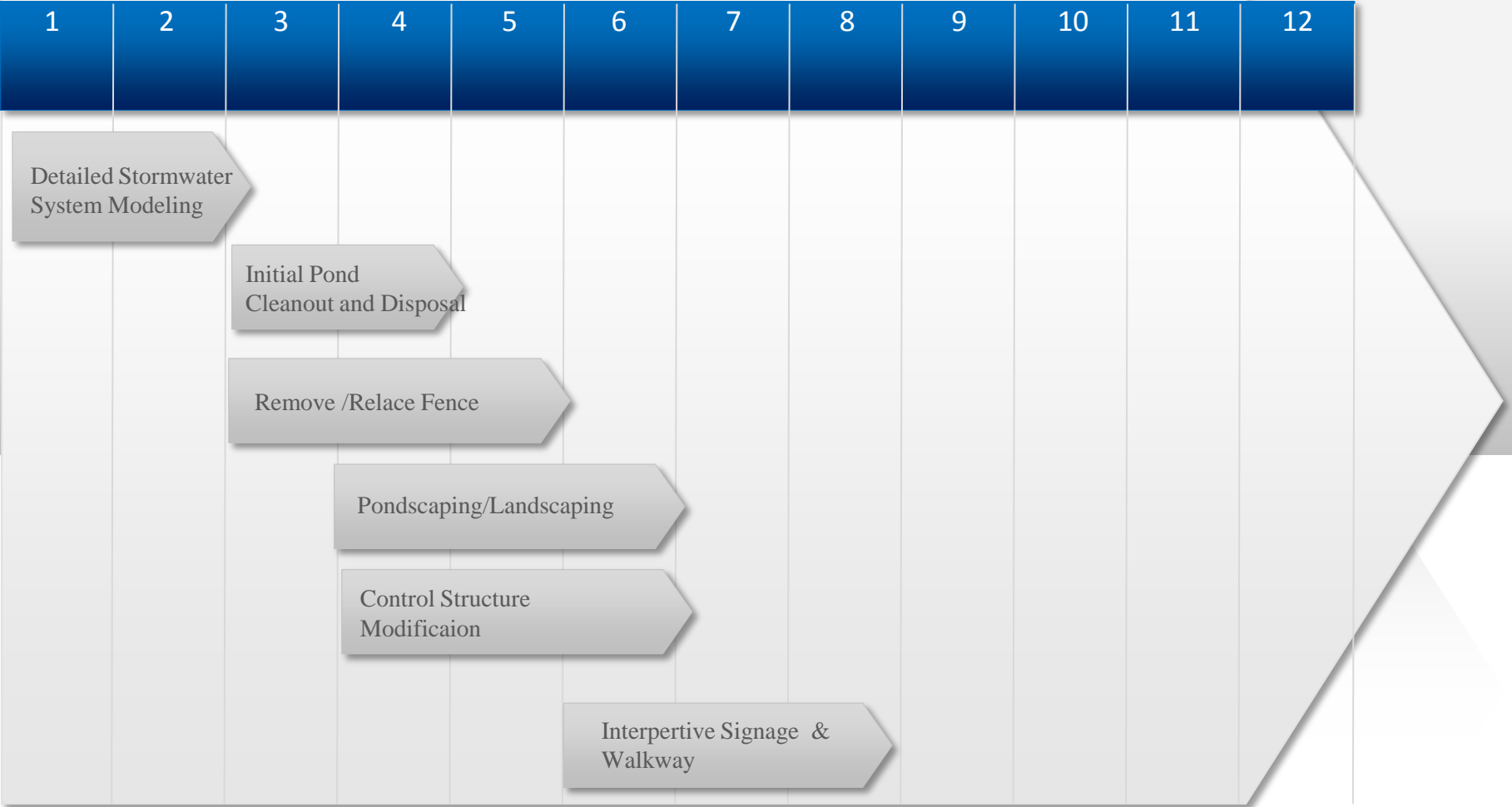
FIGURE 2 - BUDGET
Howell Creek Park Expansion

Item Description	Estimated Cost	Funding Source
Detailed Stormsewer System Modeling	\$8,000	Stormwater
Initial Pond Cleanout and Disposal	\$10,000	Stormwater
Remove Chain Link/Replace with Decorative Metal Matching Park	\$13,000	Stormwater
Pondscaping/Landscaping	\$5,000	Tree Replacment Fund
Control Structure Modification	\$10,000	Stormwater
Interpretive Signage & Walkway	\$11,000	1/2 Stormwater, 1/2 Parks
Total	\$57,000	

FIGURE 3

Howell Creek Retention Pond Schedule

8 Months



INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF WINTER PARK, FLORIDA

regarding

**TRANSFER OF TITLE AND JURISDICTION OF
RETENTION POND
LYING NORTH OF
HOWELL BRANCH ROAD
BETWEEN VENETIAN WAY AND TEMPLE TRAIL**

**Approved by the Orange County
Board of County Commissioners
_____, 2011**

**Approved by the City of Winter Park
City Commission
_____, 2011**

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
CITY OF WINTER PARK, FLORIDA
regarding
TRANSFER OF TITLE AND JURISDICTION OF
RETENTION POND
LYING NORTH OF
HOWELL BRANCH ROAD
BETWEEN VENETIAN WAY AND TEMPLE TRAIL

THIS INTERLOCAL AGREEMENT is made and entered into by and between **Orange County, Florida**, a Charter County and political subdivision of the State of Florida (“County”), and the **City of Winter Park, Florida**, a municipal corporation created and existing under the laws of the State of Florida (“City”).

RECITALS

WHEREAS, the County has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements;

WHEREAS, the City has authority pursuant Section 166.021, Florida Statutes, to enter into agreements;

WHEREAS, the County and the City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements;

WHEREAS, all roads which are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads;

WHEREAS, a “road” is defined by Section 334.03(23), Florida Statutes, as “a way open to travel by the public, including, but not limited to, a street, highway, or alley, including, but not limited to, associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, . . .”;

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into four systems: (1) the “county road system”; (2) the “city street system”; (3) the “State Highway System”; and (4) the “State Park Road System”;

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

WHEREAS, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, Howell Branch Road is a County functionally classified road that is part of the County road system;

WHEREAS, the segment of Howell Branch Road between Venetian Way on the west and Temple Trail on the east lies within the City limits;

WHEREAS, a retention pond lying north of the subject segment of Howell Branch Road is part of the Howell Branch Road right-of-way, and serves the subject segment of Howell Branch Road (“Retention Pond”);

WHEREAS, the Retention Pond is specifically described by the legal description set forth in **Exhibit “A”** attached hereto and incorporated herein by reference;

WHEREAS, the County holds the Retention Pond in fee title;

WHEREAS, the City desires that the County transfer jurisdiction of the Retention Pond so that the City can enhance the Retention Pond to serve as an amenity to the City's Howell Branch Park, located adjacent to the Retention Pond;

WHEREAS, accordingly, the City desires to also own, operate, and maintain the Retention Pond; and

WHEREAS, the County is willing to transfer jurisdiction and relinquish ownership of the Retention Pond so that the City can enhance the Retention Pond and own, operate and maintain it, subject to the terms and conditions of this Interlocal Agreement, including reserving an emergency access and drainage easement in favor of the County over and under the Retention Pond so that, in the event of an emergency (for example, flooding), the County in its sole discretion may enter the Retention Pond and undertake any necessary maintenance or repairs.

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

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Transfer of Title and Jurisdiction of Retention Pond Located North of Howell Branch Road.

Subject to Section 3 below, jurisdiction over the Retention Pond located north of Howell Branch Road between Venetian Way on the west and Temple Trail on the east, and presently within the County road system, is hereby transferred to the City, and the City shall henceforth

have the jurisdiction, authority and responsibility, at the City's sole cost and expense, to operate, maintain, and, when deemed necessary by the County in its discretion, repair the Retention Pond. The City's responsibility to operate, maintain, and repair the Retention Pond shall begin at the discharge side of the two inlets situated on the north side of Howell Branch Road, but shall not include the two associated drainage pipes under the paved portion of Howell Branch Road to the south. The City shall operate, maintain, and, when deemed necessary by the County in its discretion, repair the Retention Pond in accordance with generally accepted engineering standards so that it remains suitable and effective as a storage facility for water runoff associated with or resulting from Howell Branch Road. Whenever the County deems a repair as necessary and the City requests consideration of an alternative approach, the County shall decide whether the alternative approach for such repair (or a different alternative approach) is adequate and acceptable. Any repair deemed necessary (or an alternative approach) shall be completed by the City within a reasonable period of time at its cost and expense in consideration of receiving title and jurisdiction of the Retention Pond under Section 4.

3. Jurisdiction over Retention Pond; Scope; Limitations.

A. The City may place enhancements on the Retention Pond so that the Retention Pond may serve as an amenity to the City's Howell Branch Park, provided that none of those enhancements may adversely impact or affect the effectiveness, utility, or functionality of the Retention Pond. The question whether any of those enhancements adversely impact or affect the effectiveness, utility, or functionality of the Retention Pond shall be determined by the County in its discretion.

B. The City shall not alter or modify the Retention Pond, without first

obtaining approval from the Board of County Commissioners, which approval may be withheld by the Board of County Commissioners at its discretion upon a determination that the proposed alteration or modification may adversely impact or affect the effectiveness, utility, or functionality of the Retention Pond as a water storage or collection area with respect to Howell Branch Road runoff. If the Board rejects a proposed alteration or modification and the City requests consideration of an alternative, the Board shall decide whether the alternative is adequate and acceptable.

C. Howell Branch Road shall continue to be and remain a part of the County road system.

4. Deed to City; Reservation of Emergency Access and Drainage Easement in Favor of County.

Within ten (10) days after the Effective Date of this Interlocal Agreement, the County shall execute and deliver a County deed for the Retention Pond in favor of the City, and reserve in the County's favor an emergency access and drainage easement over and under the Retention Pond, substantially in the form attached hereto as **Exhibit "B."** Within fifteen (15) days after receipt thereof, the City shall accept the County deed by recording it in the Official Records of Orange County at the City's expense.

5. Miscellaneous.

A. **Validity.** The County and the City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or

unenforceability of any nature. Also, the County and the City each hereby represents, warrants and covenants to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other parties hereto).

B. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

C. Headings. The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

D. Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

E. Hold Harmless and Indemnification. To the fullest extent permitted by law, the City shall indemnify and hold harmless the County from and against all claims, damages, losses, and expenses, including attorney's fees and costs, arising out of, or resulting in whole or in part, from any act or omission of the City or its contractors, subcontractors, agents, or employees relating to its jurisdiction to operate, maintain and, when deemed necessary, repair the

Retention Pond.

F. Governing Law; Venue; Attorney's Fees and Costs.

i. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.

ii. Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

iii. In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

G. Entire Agreement. This Interlocal Agreement, along with any exhibits, constitutes the entire Interlocal Agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and of no further effect.

H. Amendments. This Interlocal Agreement may be amended only by express written instrument approved by the Board of County Commissioners of the County and the City Council of the City, and executed by the authorized officers of each party.

I. Counterparts. This Interlocal Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

J. Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or

registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows:

If to the County: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839
Facsimile: (407) 836-7716

With a copy to: County Attorney
Orange County Administration Center
201 South Rosalind Avenue
Orlando, Florida 32802
Facsimile: (407) 836-5888

If to the City: City Director of Public Works
City of Winter Park
401 Park Avenue South
Winter Park, Florida
Phone: (407) 599-3399

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

6. Effective Date. This Interlocal Agreement shall become effective on the date of execution by the County or the date of execution by the City, whichever date is later.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the day and year indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs, County Mayor

Date: _____, 2011

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CITY OF WINTER PARK, FLORIDA

By: City Commission

By: _____
Kenneth W. Bradley, Mayor

Date: _____, 2011

ATTEST:

By: _____
City Clerk

Exhibit "A"

DESCRIPTION: From the northwest corner of Section 32, Township 21 South, Range 30 East, run S. $88^{\circ} 28' 35''$ E. along the North line of said Section 701.54 feet to the point of beginning: said point being on the existing northerly right of way line of Howell Branch Road as described on Florida Department of Transportation right of way maps dated approved January, 1970; Section 75706-2602, thence continue S. $88^{\circ} 28' 35''$ E. along the North line of Section 32, 804.71 feet, thence S. $01^{\circ} 31' 15''$ W. 265.19 feet to a point on the existing northerly right of way line of Howell Branch Road, said point being a point on a curve concave to the North, said curve having a central angle of $42^{\circ} 45' 30''$, a radius of 1162.23 feet and a tangent bearing S. $88^{\circ} 23' 02''$ W., thence northeasterly along the arc of said curve 867.34 feet to the Point of Beginning. Containing 152,198.6 square feet.

EXHIBIT "B"

Project: Interlocal Agreement for the Transfer of Title and Jurisdiction of Retention Pond North of Howell Branch Road

**COUNTY DEED,
with RESERVED EMERGENCY ACCESS and DRAINAGE EASEMENT**

THIS DEED, made the ____ day of _____, A.D., 2011, by **ORANGE COUNTY**, a charter county and a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393, **GRANTOR**, and the **CITY OF WINTER PARK**, a municipal corporation existing under the laws of the State of Florida, whose address is 401 Park Avenue South, Winter Park, Florida, 32789, **GRANTEE**.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Orange, State of Florida, to-wit:

See attached Exhibit "A"

Property Appraiser's Parcel Identification Numbers:

Unassigned

THIS COUNTY QUIT-CLAIM DEED is being given in accordance with the Interlocal Agreement regarding Transfer of Title and Jurisdiction of the Retention Pond north of Howell Branch Road.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anyways appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

AN EMERGENCY ACCESS AND DRAINAGE EASEMENT IS RESERVED TO THE COUNTY over the land conveyed herein for emergency maintenance purposes in the event the storm drainage system creates a hazard to the public health, safety, and general welfare. However, the emergency access and drainage easement reserved herein does not impose any obligation, burden, responsibility or liability upon GRANTOR to enter upon the subject property and take any action to maintain or repair the drainage system.

EXHIBIT "B" (Cont'd)

IN WITNESS WHEREOF, the said GRANTOR has caused these present to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs,
Orange County Mayor

Date: _____, 2011

ATTEST: Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print Name: _____

Exhibit "A"

DESCRIPTION: From the northwest corner of Section 32, Township 21 South, Range 30 East, run S. $88^{\circ} 28' 35''$ E. along the North line of said Section 701.54 feet to the point of beginning: said point being on the existing northerly right of way line of Howell Branch Road as described on Florida Department of Transportation right of way maps dated approved January, 1970, Section 75706-2602, thence continue S. $88^{\circ} 28' 35''$ E. along the North line of Section 32, 804.71 feet, thence S. $01^{\circ} 31' 15''$ W. 265.19 feet to a point on the existing northerly right of way line of Howell Branch Road, said point being a point on a curve concave to the North, said curve having a central angle of $42^{\circ} 45' 30''$, a radius of 1162.23 feet and a tangent bearing S. $88^{\circ} 23' 02''$ W., thence northeasterly along the arc of said curve 867.34 feet to the Point of Beginning. Containing 152,198.6 square feet.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 24, 2011
prepared by department division	Lena Petersen Public Works	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:

Execution of agreements between the Florida Department of Energy and the City of Winter Park for funding through the Florida Clean Energy Grant and the Energy Efficiency Community Block Grant (EECBG) Grant.

Motion | recommendation:

Approve execution of agreements between the Florida Department of Energy and the City of Winter Park: \$360,207 from the EECBG and \$325,000 from the Clean Energy Grant; a total of \$685,207 grant funding.

Background: Funding for energy efficiency improvement projects became available due to the American Reinvestment and Recovery Act stimulus dollars. Winter Park submitted a total of eight improvement projects and received funding for six; total projects cost of \$1,933,485. These projects are:

Activity	Grant Funds	City Matching Funds
Lighting Control – occupancy sensors for City Hall and Public Safety Building	\$20,000	\$47,133
City Hall Chiller Replacement	\$215,000	\$300,000
City Hall Constant Air Volume System Upgrade	\$90,000	\$345,000
Library HVAC Retrofit	\$35,207	\$140,003
Energy Efficient Lighting Retrofits of 20 City-wide buildings – T8 & LED Lamps	\$150,000	\$218,901
Energy Management Control Systems, programmable T-stats Library, City Hall, Public Safety	\$140,000	\$192,241
Energy Awareness Seminars	\$35,000	\$5,000
TOTAL	\$685,207	\$1,248,278

alternatives | other considerations

Fiscal impact:

Initial fiscal impact to the City would be minimal. Trane Services would initially incur all costs for labor, materials, and equipment for the completion of each project including costs above the grant funding amount. The City's match requirement would be met by reimbursing Trane the annual energy savings until paid. Estimated cost savings as a result of these energy improvements is \$175,324 annually. The reimbursement period to Trane would be approximately seven years. After that, the cost savings would be enjoyed by the City.

strategic objective



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

MEMORANDUM

To: Randy Knight
FROM: TROY ATTAWAY, PUBLIC WORKS DIRECTOR
DATE: January 18, 2011
SUBJECT: Energy Reduction Plan

As you are aware, approval of the energy grant agreements is on the Commission agenda for January 24. These grants provide for cost sharing of desired improvement within existing City facilities in order to reduce energy use and provide a better work environment. These grant funds are from the ARRA ACT which President Obama instituted and were applied for June 2010 and February 2010.

In conjunction with this grant program, the City has been working with TRANE on a complete energy audit through their Performance Based Contracting Program known as PACT. This process involved the contractor (TRANE) evaluating each City facility and the review of historic utility bills to understand current expenses. Detailed energy and water use models were developed for major City facilities. The benefit of performance based contracting (established by the State of Florida) is the capital cost of the improvement is funded by the savings achieved through reduction of energy and water usage.

The grants fit into the entire energy reduction program and help effect the cost of proposed improvements. The entire energy reduction program has just recently been finalized. We feel it is prudent to schedule a workshop with the Commission to present the program and funding options as this item is very detailed and could take at least an hour to complete.

However, the grant agreements are due to be executed and returned by the end of January 2011 or there is a risk of loss of the grant funds. If the grants are approved and the city ultimately decides to not move forward with the program, the grant agreements can be terminated at any time without penalty.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

THIS AGREEMENT is entered into between the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR (EOG), FLORIDA ENERGY AND CLIMATE COMMISSION whose address is 600 South Calhoun Street, Suite 251, Tallahassee, Florida 32399-0001 (hereinafter referred to as the "Commission") and the CITY OF WINTER PARK, whose address is 401 Park Avenue South, Winter Park, FL 32789-4319 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide financial assistance for the Renewable Energy, Efficiency and Conservation Project.

In consideration of the promises and mutual agreements contained herein, the Commission and the Grantee acknowledge and agree as follows:

1. The United States Department of Energy (USDOE) awarded funding to the Commission pursuant to USDOE through American Recovery and Reinvestment Act (ARRA) Grant Agreement No. DE-EE0000241. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.
2. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its attachments and exhibits named and incorporated by reference. For purposes of this Agreement the terms "Grantee" and "Recipient" are used interchangeably.
3. This Agreement shall begin upon execution by both parties and end no later than March 31, 2012 , inclusive. If allowed by USDOE, this Agreement shall be effective upon execution for purposes of reimbursement of allowable costs resulting from obligations incurred and meeting the cost share or match requirements as described in Attachment A, Grant Work Plan. Profit to the Grantee, or any of its subgrantees, is prohibited by 10 Code of Federal Regulations (CFR) Part 600. This Agreement may be amended to revise Attachment A, Grant Work Plan, if additional funding is made available by the USDOE and/or the Florida Legislature.
4.
 - A. The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Commission shall reimburse the Grantee for allowable costs on a not more frequently than monthly cost reimbursement basis in an amount not to exceed \$360,207 after receipt and approval by the Commission's Grant Manager of satisfactory reports and documentation as required in this Agreement. The parties agree that the Grantee is responsible for providing a minimum match of \$832,136 toward the project described in Attachment A, Grant Work Plan. All cost sharing or match shall meet any applicable federal requirements.
 - B. Prior written approval from the Commission's Grant Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Grant funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Commission agrees to review a request by the Grantee to modify Attachment A, Grant Work Plan, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, Grant Work Plan, cannot be accomplished for the current estimated project cost. If the Commission agrees to a modification of Attachment A, Grant Work Plan, it may be modified not to exceed the awarded funding identified

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011

above. Any such modification would be by formal written amendment, in accordance with Section 37. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, Grant Work Plan, or the available project funding.

- C. All reimbursement requests under this Agreement shall be submitted using the Attachment B, Payment Request Summary Form, format in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a properly completed Attachment B, Payment Request Summary Form, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph 4.D. Ten percent of each approved reimbursement request shall be retained by the Commission pending Grantee's compliance with Section 8.
 - D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State and federal funds. The State of Florida guidelines for allowable costs include, but are not limited, to the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations and Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, check or voucher number, amount paid and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.
 - E. In addition to the requirements contained in paragraphs 4.C & D above, the Commission may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
- 5. The Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Commission's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Commission, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds.
 - 6. The Grantee shall submit, using Attachment C, Monthly Progress Report, monthly updates to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Attachment B, Payment Request Summary Form may not be submitted more frequently than on a monthly basis and must be accompanied by an Attachment C, Monthly Progress Report, for the corresponding month. Attachment C, Monthly Progress Reports shall be submitted to the Commission no later than three calendar days following the completion of the monthly reporting period. The Commission's Grant Manager may request additional information if the Commission's Grant Manager determines it is necessary. The Commission's Grant Manager shall have ten calendar days to review deliverables and payment requests submitted by the Grantee.
 - 7. The Grantee shall submit an Annual Report 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K, Annual Report.
 - 8. The Grantee shall also submit a Final Report 15 calendar days prior to the expiration date of the Agreement. The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011**

attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. Pursuant to paragraph 4.C, 10% of the total Agreement amount identified in paragraph 4.A will be withheld until receipt and approval of the Final Report.

9. Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
10.
 - A. Commission staff will perform compliance monitoring during the term of the Agreement, in addition to the review of Monthly Progress Reports, but not less than once a year, to ensure Agreement compliance. Monitoring shall include, but not be limited to, periodic review of compliance with Agreement service delivery, as described in Attachment A, Grant Work Plan as documented in Attachment C, Monthly Progress Reports and also which includes a review of all Agreement requirements including the Attachments. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced compliance monitoring visits at any site where services are delivered pursuant to this Agreement.
 - B. For each on-site compliance monitoring visit, Commission staff will provide an oral exit interview and a written monitoring report to the Grantee.
 - C. If issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) may be required of the Grantee. If required, the CAP shall be submitted to the Commission's Grant Manager within ten calendar days of receipt of the monitoring report. If a CAP is required of the Grantee, failure to correct deficiencies after thirty calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in a determination of breach of Agreement and termination of services. If a CAP is not required of the Grantee, the Commission may proceed under Section 11 and/or Section 14.
11. The Commission may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Commission shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Commission regarding the reason(s) for termination. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
12. The Commission may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
13. This Agreement may be unilaterally terminated by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and Chapter 119, Florida Statutes. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
14. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances.
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011**

- B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Commission expressly authorizes them in the notice of suspension or termination.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.
15. A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (10 CFR Part 606, later moved to 2 CFR Part 901), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOE to the Commission.
- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions.
- C. As required by paragraphs A and B above, the Grantee shall include the language of this Section and Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions, in all subcontracts and sub-grants or lower tier agreements executed to support the Grantee's work under this Agreement.
16. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, USDOE or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
17. A. The Grantee shall retain and maintain all records referenced in Section 16 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.
- B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, Special Audit Requirements as applicable.
- C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, Special Audit Requirements, in all subcontracts and assignments with sub-grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Section 215.97(2)(x), Florida Statutes.

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GRANT AGREEMENT NO. ARS011

- D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Commission within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Commission for assistance with questions pertaining to the applicability of these requirements.
- 18.
- A. The Grantee may subcontract work under this Agreement upon the condition that each Attachment C, Monthly Progress Report, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.
 - B. The Grantee shall not enter into subcontracts in which the Commission or USDOE could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Commission and USDOE harmless of any liabilities, as applicable by Florida laws, incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.
 - C. The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Commission in each, Attachment C, Monthly Progress Report, its expenditures with minority, woman and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, woman and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Attachment C, Monthly Progress Report, shall contain the names and addresses of the minority, woman and service-disabled veteran-owned businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services and whether the business is minority, woman or service-disabled veteran-owned. If no expenditures were made to minority, woman and service-disabled veteran-owned businesses, the Grantee shall state "None" on that portion of the Attachment C, Monthly Progress Report.
19. The Grantee agrees to permanently refrain from using or mentioning its association with the Commission in advertisements, letterhead, business cards, etc. The Grantee's project with the Commission may be generally stated and described in the Grantee's professional resume. The Grantee may not give the impression in any event or manner, that the Commission endorses or recommends the Grantee.
- 20.
- A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment I, Standard Form-LLL, Disclosure of Lobbying Activities, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [10 CFR Part 601]
 - B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a State agency.
 - C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities

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prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

21. The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
22. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, Federal Regulations, and the provisions contained in Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions.
23. The Commission's Grant Manager for this Agreement is identified below.

Commission Grant Manager: Mandy Norman	
Florida Energy and Climate Commission	
Executive Office of the Governor	
600 South Calhoun Street, Suite 251	
Tallahassee, FL 32399-0001	
Telephone No.:	850-414-8524
Fax No.:	850-922-9701
E-mail Address:	Mandy.norman@myflorida.com

24. The Grantee's Representative for this Agreement is identified below.

Lena Petersen	
Projects Construction and Grants Management	
City of Winter Park	
401 Park Avenue South	
Winter Park, FL 32789-4319	
Telephone No.:	407-599-3225
Fax No.:	407-599-3419
E-mail Address:	lpetersen@cityofwinterpark.org
Grantee D-U-N-S :	077596393
Grantee CCR Registration Expiration Date:	7/14/2011

25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.
26. Documentation of all insurance coverage(s) required below, shall be submitted by the Grantee to the Commission. Upon expiration of documented proof of insurance coverage, the Grantee shall submit proof of continued insurance coverage to the Commission within 30 calendar days of insurance coverage expiration.

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The Grantee, as an independent contractor and not an agent, representative, or employee of the Commission, agrees to carry adequate liability and other appropriate forms of insurance. The Commission shall have no liability except as specifically provided in this Agreement.

27. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
28. Upon satisfactory completion of this Agreement, with Commission approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Commission as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:
 - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Commission.
 - D. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.
29. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
30.
 - A. No person on the grounds of race, creed, color, national origin, age, sex or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. The Grantee agrees to comply with 10 CFR Part 1040 "Nondiscrimination in Federally Assisted Programs."
 - C. The Grantee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
 - D. The Grantee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall insert a provision in accordance with this paragraph in all subcontracts for services in relation to this Agreement.
31. Land acquisition is not authorized under the terms of this Agreement.
32.
 - A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.

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- B. All patent rights, copyrights, and data rights must be in accordance with 10 CFR Part 600 as referenced in Attachment H, Intellectual Property Provisions.
- C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Commission shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Commission or the State of Florida the subject invention and sublicense the same.
- D. In the event that any books, manuals, films, or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Commission. The Commission shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Commission full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Commission, any publications first produced under this Agreement. Any content submitted to the Commission which is asserted to be exempt under Florida's Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked "business proprietary", "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.
- E. The terms and conditions specified in Section 32 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this Section and obtaining disclosures.
33. The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:
- Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Energy and Climate Commission under Award Number DE-EE0000241."
- Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or any third party's use or the results of such use of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
34. The Grantee shall not develop any software or databases under the terms and conditions of this Agreement.

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35. The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.
36. This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon, County, Florida, applying Florida Law.
37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.
38. The following Attachments are incorporated into this Agreement:

Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form
Attachment	C	Monthly Progress Report
Attachment	D	Special Audit Requirements
Attachment	E	Federal Regulations
Attachment	F	Federal Funding Grantee, Sub-grantee and Contractor Provisions
Attachment	G	Debarment and Suspension Form
Attachment	H	Intellectual Property Provisions
Attachment	I	Disclosure of Lobbying Activities
Attachment	J	Property Reporting Form
Attachment	K	Annual Report

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF WINTER PARK

STATE OF FLORIDA, EXECUTIVE OFFICE OF
THE GOVERNOR, Florida Energy and Climate Commission

By: _____
Kenneth W. Bradley
Mayor

By: _____
Alexander Mack
Program Administrator

Date: _____

Date: _____

**ATTACHMENT A
GRANT WORK PLAN

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

A. PROJECT TITLE: City of Winter Park Energy Efficiency Projects

B. PROJECT LOCATION: City of Winter Park, Florida

C. PROJECT BACKGROUND:

The Grantee will undertake several energy efficiency and conservation initiatives that support the goals of the State Energy Program (SEP) program by reducing fossil fuel emissions, reducing total energy use by the City, and by improving energy efficiency in appropriate sectors. Each initiative provides an opportunity to reduce the Grantee's energy consumption. The Grantee's energy initiatives will include four components.

Lighting Control Retrofits

The Grantee will retrofit rooms in the City Hall and the Public Safety building to add occupancy sensors. The sensors will be installed to control the lighting system and offer a dual technology of passive infrared radiation (PIR) and ultrasonic sensing for both motion and sound. The control system will reduce energy costs and consumption for the City.

City Hall Chiller Replacement

The Grantee will replace a 40 year old chiller in the City Hall building with a high efficiency modular chiller and a variable speed pumping package. Control valves will modulate to provide the proper cooling. The new chiller will reduce energy consumption and pollution.

City Hall Constant Air Volume System Upgrade

The Grantee will replace the current constant volume system in the City Hall building with a variable air volume (VAV) system. The VAV air-conditioning system is designed so that as the cooling load changes, dampers in the VAV boxes modulate allowing the proper amount of conditioned air to fill the room. As the load is satisfied and the VAV dampers begin to close, the variable frequency drive will slow the speed of the fan motor. The motor will consume less energy at slower speeds and result in energy savings for the City.

Library HVAC Retrofit

The Grantee will replace an old rooftop HVAC unit in the City Library with a new DX CDQ energy recovery unit. The unit will provide energy savings and active humidity control. The Trane CDQ (cool dry quiet) system provides lower supply air dew point temperatures by breaking the cooling coil dew point barrier. In addition, a 30 year old constant volume air handler will be replaced with new chilled water air handlers that implement a single zone VAV energy saving control scheme.

D. PROJECT OBJECTIVES:

- **Objective 1:** To reduce power consumption by procuring and installing lighting control systems in City Hall and the Public Safety building.

ATTACHMENT A GRANT WORK PLAN

- **Objective 2:** To reduce power consumption by procuring and installing an efficient modular chiller and a variable speed pumping package in City Hall.
- **Objective 3:** To reduce power consumption by procuring and installing a variable air volume system in City Hall.
- **Objective 4:** To reduce power consumption by procuring and installing an HVAC unit, central station air handlers with DX energy recovery units and chilled water unit in the City Library.

E. PROJECT DESCRIPTION: The following tasks will be preformed in order to meet the project objective outlined above.

- **Task 1:** Lightings Control Retrofits
 - Task 1a:** Purchase lighting sensor systems in accordance with 10 CFR 600
 - Task 1b:** Install lighting sensor systems
 - Task 1c:** Installation completed and tested by contractors under supervision by Grantee
- **Task 2:** City Hall Chiller Replacement
 - Task 2a:** Purchase an efficient modular chiller and a variable speed pumping package in accordance with 10 CFR 600
 - Task 2b:** Remove and dispose old chiller system
 - Task 2c:** Install modular chiller and variable speed pumping package
 - Task 2d:** Installation completed and tested by contractors under supervision by Grantee
- **Task 3:** City Hall Constant Air Volume System Upgrade
 - Task 3a:** Purchase variable air volume system in accordance with 10 CFR 600
 - Task 3b:** Remove and dispose of the current constant volume system
 - Task 3c:** Install variable air volume system
 - Task 3d:** Installation completed and tested by contractors under supervision by Grantee
- **Task 4:** Library HVAC Retrofit
 - Task 4a:** Purchase Trane CDQ (cool dry quiet) system and constant volume air handler in accordance with 10 CFR 600
 - Task 4b:** Remove and dispose of old HVAC unit
 - Task 4c:** Install new energy recovery unit
 - Task 4d:** Install new constant volume air handler
 - Task 4e:** Installation completed and tested by contractors under supervision by Grantee

ATTACHMENT A GRANT WORK PLAN

- **Task 5: Final Report**

Submit a report to the Commission including the contracts between the Grantee and the contractors, copies of utility bills to document energy savings, and any applicable invoices.

F. PROJECT MILESTONES/DELIVERABLES/OUTPUTS:

The table below identifies the month of the project each task will start and be accomplished.

No.	Task/Activity Description	Deliverables/ Outputs	Start Date	Deliverable / Output Due Dates
1a	Purchase lighting sensor systems	Equipment purchased	Month 1	Month 3
1b	Install lighting sensor systems	Installation complete	Month 2	Month 18
1c	Installation completed and tested by contractors under supervision by Grantee	Testing complete	Month 5	Month 18
2a	Purchase an efficient modular chiller and a variable speed pumping package	Equipment purchased	Month 7	Month 18
2b	Remove and dispose old chiller system	Old system removed and site ready for new installation	Month 7	Month 18
2c	Install modular chiller and variable speed pumping package	Installation complete	Month 8	Month 18
2d	Installation completed and tested by contractors under supervision by Grantee	Testing complete	Month 8	Month 18
3a	Purchase variable air volume system	Equipment purchased	Month 6	Month 18
3b	Remove and dispose of the current constant volume system	Old system removed and site ready for new installation	Month 7	Month 18
3c	Install variable air volume system	Installation complete	Month 8	Month 18
3d	Installation completed and tested by contractors under supervision by Grantee	Testing complete	Month 10	Month 18
4a	Purchase Trane CDQ (cool dry quiet) system and constant volume air handler	Equipment purchased	Month 2	Month 18
4b	Remove and dispose of old HVAC unit	Old system removed and site ready for new installation	Month 2	Month 18
4c	Install new energy recovery unit	Installation complete	Month 3	Month 18
4d	Install new constant volume air handler	Installation complete	Month 3	Month 18
4e	Installation completed and tested by contractors under supervision by Grantee	Testing complete	Month 4	Month 18

ATTACHMENT A GRANT WORK PLAN

G. PROJECT BUDGET:

The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries	\$0	\$0	N/A
2. Fringe Benefits	\$0	\$0	N/A
3. Travel (if authorized)	\$0	\$0	N/A
4. Supplies/Other Expenses	\$0	\$0	N/A
5. Equipment	\$0	\$0	N/A
6. Contractual Services	\$360,207	\$832,136	City of Winter Park
7. Indirect (if authorized)	\$0	\$0	N/A
Total Project Budget	\$360,207	\$832,136	N/A
Total Project Cost	\$1,192,343	= Grants Funds + Cost Share	
Cost Share Percentage	69.7%	= Cost Share / Total Project Cost	

H. TOTAL BUDGET BY TASK:

The project budget below summarizes the project by Project Task. Project Tasks correspond to the “Project Description” section. All dollar amounts are rounded to the nearest whole dollar value.

Project Task	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Matching Funds	Source
1 Lighting Control Retrofits	\$20,000	\$47,133	City of Winter Park
2 City Hall Chiller Replacement	\$215,000	\$300,000	City of Winter Park
3 City Hall Constant Air Volume System Upgrade	\$90,000	\$345,000	City of Winter Park
4 Library HVAC Retrofit	\$35,207	\$140,003	City of Winter Park
Totals:	\$360,207	\$832,136	
Total Project Cost:	\$1,192,343		

ATTACHMENT A GRANT WORK PLAN

I. BUDGET DETAIL:

Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program.

Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

1. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel - List trips by their purpose and/or destination. Indicate the number of days for each trip. The Commission will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Attachment B, Payment Request Summary Form. Be prepared to provide the Commission with details on costs utilized to calculate the "Amount Budgeted" for each trip.
4. Supplies & Other Expenses - List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services - Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Indirect Costs/Rate – Indirect Costs are not authorized
8. Total Budget Category – Show the total of all line-items within a Budget Category.
9. Total Budget - Show the total of all categories.

ATTACHMENT A GRANT WORK PLAN

1. Salaries								
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk. or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N
		*		=		M	N	Y
		*		=		M	N	Y
Sub-Totals for Salaries Category					N/A			

2. Fringe Benefits									
		Approved % per Work Plan or enter "N/A " & provide break- out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost			Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Name of Employee	Amount Gross Salary (\$)					Total Fringe Benefits (\$)	Grant = G or Match = M		
N/A									
Sub-Total of Fringe Benefits Category						N/A			

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes							
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A				\$			
Sub-Total of Travel Category				N/A			

4. Supplies - Other Expenses								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A		*		=				
Sub-Total of Supplies - Other Expenses Category					N/A			

ATTACHMENT A GRANT WORK PLAN

5. Equipment								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A		*		=		G	Y	N
		*		=		G	Y	N
Sub-Total of Equipment Category					N/A			

6. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Trane Energy Services	Lighting Control Retrofits	\$67,133	*	1	=	\$67,133	G	Y	N
Trane Energy Services	Chiller Replacement	\$515,000	*	1	=	\$515,000	G (100,000) M (415,000)	Y	N
Trane Energy Services	CV to VAV Conversion	\$435,000	*	1	=	\$435,000	G (100,000) M (335,000)	Y	N
Trane Energy Services	HVAC Retrofit	\$175,210	*	1	=	\$175,210	G (93,074) M (82,136)	Y	Y
Sub-Total of Contractual Services Category						\$1,192,343			

7. Indirect Cost (if approved)									
Budget Category included in Base of Indirect Cost Calculations	Total Direct Costs for Budget Category	*	Approved Indirect Cost Rate (%) from Grant Work Plan	=	Total Indirect Cost for Budget Category (\$)	=	Total Indirect Costs for Grant	+	Total Indirect Costs for Match
N/A		*		=		=		+	
		*		=		=		+	
		*		=		=		+	
Sub-Total of Indirect Costs Category					N/A	=		+	

ATTACHMENT A GRANT WORK PLAN

8. Total Project Budget					
Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs
Salaries	\$0	=	\$0	+	\$0
Benefits	\$0	=	\$0	+	\$0
Travel	\$0	=	\$0	+	\$0
Supplies/Other Expenses	\$0	=	\$0	+	\$0
Equipment	\$0	=	\$0	+	\$0
Contractual Services	\$1,192,343	=	\$360,210	+	\$832,136
Indirect Costs	\$0	=	\$0	+	\$0
Total Project Budget	\$1,192,343	=	\$360,210	+	\$832,136

J. MEASURES OF SUCCESS: In the Final Report, the Grantee shall address how the project objectives were accomplished.

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**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Grantee: _____

Mailing Address: _____

Grant Agreement No.: _____

Date Of Request: _____

Amount Requested:\$ _____

Grantee's Representative: _____

Reimbursement Request No.: _____

**Reimbursement
Period:** _____ **to** _____

**Percent Matching
Required:** _____

PROJECT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
1. Salaries	\$	\$	\$	\$
2. Fringe Benefits	\$	\$	\$	\$
3. Travel (if authorized)	\$	\$	\$	\$
4. Supplies/Other Expenses	\$	\$	\$	\$
5. Equipment	\$	\$	\$	\$
6. Contractual Services	\$	\$	\$	\$
7. Indirect Costs (if authorized)	\$	\$	\$	\$
TOTAL AMOUNT EXPENDED	\$	\$	\$	\$
Less Retainage* (10% of TOTAL AMOUNT EXPENDED)	\$	\$		
TOTAL AMOUNT TO BE REIMBURSED	\$	\$		
AGREEMENT AMOUNT	\$		\$	
Less TOTAL AMOUNT EXPENDED:	\$		\$	
TOTAL AVAILABLE BALANCE	\$		\$	

** The cumulative Retainage amount shall be reimbursed on the Final Reimbursement Request, upon approval of the Final Report by the Commission's Grant Manager.*

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above is for items that were charged to and utilized only for the above cited grant activities.

Grantee's Representative's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011**

**GRANT REIMBURSEMENT DETAIL
GRANT FUNDING**

1. Salaries									
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Salaries:		\$ -							
2. Fringe Benefits									
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Amount requested (\$)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$								
Sub-Total of Fringe Benefits:									
3. Travel									
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Travel:			\$						
4. Supplies-Other Expenses									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Supplies-Other Expenses :		\$ -							

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GRANT AGREEMENT NO. ARS011**

GRANT REIMBURSEMENT DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		\$ -							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Dates Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		\$ -							
7. Indirect Costs, if allowable			Total Grant Reimbursement Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	<i>Note: Information provided on the Grant Reimbursement Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.</i>						
			Total Grant Funds Requested : \$						
Sub-Total of Indirect Costs:		\$ -							

**FLORIDA ENERGY AND CLIMATE COMMISSION
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1. Salaries									
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Salaries:		\$ -							
2. Fringe Benefits									
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Amount documented (\$)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$								
Sub-Total of Fringe Benefits:									
3. Travel									
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Travel:				\$					
4. Supplies-Other Expenses									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Supplies-Other Expenses :		\$ -							

**FLORIDA ENERGY AND CLIMATE COMMISSION
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MATCH DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		\$ -							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Date Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		\$ -							
7. Indirect Costs, if allowable			Total Match Documentation Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	<i>Note: Information provided on the Match Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.</i>						
Sub-Total of Indirect Costs:		\$ -	Total Match documented :					\$	

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011
INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the Grantee's agency, as reflected on your Grant Agreement.

MAILING ADDRESS: Enter the reimbursement mailing address.

GRANT AGREEMENT NO.: This is the six-digit number on your Grant Agreement.

DATE OF REQUEST: This is the date the Grantee is submitting the request for reimbursement.

AMOUNT REQUESTED: This is the amount on the "*TOTAL AMOUNT TO BE REIMBURSED*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S REPRESENTATIVE: This is the person identified as Grantee's Representative in the Grant Agreement.

REIMBURSEMENT REQUEST NO.: This is the number of the reimbursement request, not the month number. The first reimbursement request submitted shall be number 1 and subsequent reimbursement requests shall be numbered in ascending numerical order.

REIMBURSEMENT PERIOD: This is the beginning date (dd/mm/yyyy) and ending date (dd/mm/yyyy) of the reimbursement period.

PERCENT MATCHING REQUIRED: Enter the Match requirement here, as reflected on the approved Attachment A, Grant Work Plan.

PROJECT EXPENDITURES SUMMARY SECTION

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount paid during the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. All costs included in the reimbursement request must agree with the approved Project Budget in the current Attachment A, Grant Work Plan of your Grant Agreement. Do not request reimbursement for costs that do not have an associated, approved, funded budget category or approved, funded budget line-item in the current Project Budget. Do not claim items that are not specifically identified in the current Budget Detail as reflected in Section I of the current Attachment A, Grant Work Plan.

- Enter the column total on the "*TOTAL AMOUNT EXPENDED*" line. The figures reflected for each approved budget category must correspond with the budget category amount reflected on the associated Grant Reimbursement Detail Form.
- For the "Less Retainage" line, calculate 10% of the "*TOTAL AMOUNT EXPENDED*" for this reimbursement request; this figure must be shown in brackets (e.g. <\$X,XXX.XX>) to reflect that the amount will be deducted from the "*TOTAL AMOUNT EXPENDED*".
- For the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the "Less Retainage" amount from the "*TOTAL AMOUNT EXPENDED*".
- For the "*AGREEMENT AMOUNT*", enter the total amount of the Grant Agreement. For the "Less TOTAL AMOUNT EXPENDED" line, enter the total amount expended as reflected on this reimbursement request **and** all previous reimbursement requests.
- For the "*TOTAL AVAILABLE BALANCE*" line, deduct the "*Less TOTAL AMOUNT EXPENDED*" amount from the "*AGREEMENT AMOUNT*".
- For only the Final Reimbursement Request, the Grantee may request reimbursement of all previously deducted Retainage on the condition that the Final Report for the project has been submitted and approved by the Commission's Grant Manager. To request reimbursement of Retainage, reflect the cumulative amount of Retainage as a positive figure (no brackets) in the "Less Retainage" line and add it to the "*TOTAL AMOUNT EXPENDED*" to reflect the final "*TOTAL AMOUNT TO BE REIMBURSED*" amount.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts previously submitted for reimbursement to date for each approved, funded budget category. Provide accurate costs and do not round figures to the nearest whole dollar value.

- On the "Less Retainage" line, enter the total cumulative amount of Retainage deducted from all reimbursement requests.
- On the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the cumulative "Less Retainage" amount from the cumulative "*TOTAL AMOUNT EXPENDED*".
- The Final Reimbursement Request must show the total of all reimbursements; first through the final reimbursement (this amount cannot exceed the approved, funded budget amount for each budget category). Enter the column total on the "*TOTALS*" line.

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“MATCHING FUNDS” COLUMN: Enter the amount documented as Match for the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. This needs to be shown under specific budget categories according to the currently approved Attachment A, Grant Work Plan.

- Enter the total for all budget categories on the “*TOTAL AMOUNT EXPENDED*” line for this column.
- Enter the total Match budget amount on the “*AGREEMENT AMOUNT*” line for this column. This amount must correspond with the minimum Match amount specified in Section 4.A of the Grant Agreement and as reflected on the currently approved Attachment A, Grant Work Plan.
- Enter the total cumulative amount of this and any previous Match documented on the “*LESS TOTAL AMOUNT EXPENDED*” line for this column.
- Deduct the “*LESS TOTAL AMOUNT EXPENDED*” from the “*AGREEMENT AMOUNT*” for the amount to enter on the “*TOTAL AVAILABLE BALANCE*” line.

“TOTAL CUMULATIVE MATCHING FUNDS” COLUMN: Enter the cumulative amount documented to date for Match by budget category. Enter the total of all budget categories on the line titled “*TOTAL AMOUNT EXPENDED*.” The Final Reimbursement Request must reflect the total of all documented Match, beginning with the first Match documentation through the final Match documentation, etc.

The proportion of cumulative Matching funds as of the final Match documentation must equate to the Cost Share Percentage as reflected on the current, approved Attachment A, Grant Work Plan of the Grant Agreement. If insufficient “*TOTAL CUMULATIVE MATCHING FUNDS*” are submitted, the Final Reimbursement Request of grant funds shall be reduced to ensure that the Cost Share Percentage

GRANTEE CERTIFICATION: The Payment Request Summary Form must be signed by both the Grantee’s Representative as identified in the Grant Agreement and the Grantee’s Fiscal Agent to be approved for reimbursement.

NOTE: If requesting reimbursement for travel, you must include copies of all travel receipts and a copy of the Commission’s properly completed travel reimbursement form (in the format approved by the Department of Financial Services, Chief Financial Officer) that has been signed by both the traveler and the traveler’s supervisor.

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GRANT AGREEMENT NO. ARS011
INSTRUCTIONS FOR COMPLETING
GRANT REIMBURSEMENT DETAIL and
MATCH DOCUMENTATION DETAIL

Provide a detailed, line-item description using the worksheet provided for each Budget Category of funds Grantee is requesting for reimbursement or documentation of Match. Costs listed on the Grant Reimbursement Detail must reflect information on supporting documentation, must correspond with the approved Project Budget, the Payment Request Summary Form – Project Expenditures Summary Section and accompanying supporting documentation. The description of each line-item must include the month and year that the item was received; this month and year must fall within the Reimbursement Period. Any line-item with a corresponding month and year prior to the Reimbursement Period must be accompanied by a statement that this cost was not included in a prior Reimbursement Request. For each budget line-item, identify if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved), and 3) whether the cost is Administrative in nature. Provide accurate costs and do not round the amounts to the nearest whole dollar value.

Supporting documentation for each amount for which reimbursement is being requested must: 1) list the item that has been paid for, 2) be submitted in the order in which items are shown on the Grant Reimbursement Detail and the Match Documentation Detail and 3) be either highlighted or circled. Check numbers may be provided in lieu of copies of the actual checks. If an item was purchased with a credit card, reflect “paid by credit card” on Grant Reimbursement Detail or the Match Documentation Detail, in lieu of a check number and provide vendor receipt reflecting that the item was paid by credit card (this can be hand written) along with a copy of related credit card statement (credit card number and other confidential information may be blacked out). Each piece of documentation must clearly reflect the dates of service. Only expenditures for budget categories and budget line-items in the approved Project Budget will be reimbursed or documented as Match. Listed below are the types of documentation and examples of minimum requirements.

- (1) **Salaries:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the Grant Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, including submission of the claim on the approved state travel form that has been signed and dated by the traveler and the traveler’s supervisor and copies of all travel receipts must also be attached. For additional information on documentation of travel costs, contact the assigned Commission Grant Manager.
- (4) **Supplies - Other Expenses:** Reimbursement will be made based on paid invoices/receipts.
- (5) **Equipment:** Reimbursement will be made based on paid invoices/receipts. Attachment J, Property Reporting Form, must be properly completed, signed and attached to the Attachment B, Payment Request Summary Form for each item of equipment requested for reimbursement or match documentation.
- (6) **Contractual Services:** Reimbursement will be made based on paid invoices/receipts. Subcontractors must be listed on Attachment C, Monthly Progress Report, for the corresponding reimbursement period.
- (7) **Indirect Costs:** If the Grant Agreement allows recovery of Indirect Costs, the calculation of these costs must be based upon direct costs reflected in the corresponding reimbursement period, utilizing the Indirect Cost rate in the approved Project Budget.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011
ATTACHMENT C
MONTHLY PROGRESS REPORT**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD**

Grant Agreement No.:	ARS011		
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Monthly Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

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GRANT AGREEMENT NO. ARS011**

D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

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G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.

Match Budget Category	Total Match Project Budget	Match Expenditures Prior to this Reporting Period	Match Expenditures this Reporting Period	Match Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

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	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

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	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

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	Energy Savings		Renewable Energy Capacity and Generation
Reduction in Natural Gas Consumption (mmcf)		Amount of photovoltaic generating capacity installed (MW)	
Reduction in Electricity Consumption (MWh)		Amount of electricity generated from photovoltaic systems (MWh)	
Reduction in Electricity Demand (MW)		Amount of electric generating capacity from other renewable sources installed (MW)	
Reduction in Natural Gas Consumption (mmcf)		Amount of electricity generated from other renewable sources (MWh)	
Reduction in Fuel Oil Consumption (gallons)			
Reduction in Propane Consumption (gallons)			
Reduction in Gasoline and Diesel Consumption (gallons)			
Amount of wind-powered electric generating capacity installed			
Amount of electricity generated from wind systems (MWh)			

I. SUBCONTRACTOR LIST

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ARS011 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011**

**ATTACHMENT D
SPECIAL AUDIT REQUIREMENTS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

The administration of resources awarded by the Florida Energy and Climate Commission (hereinafter referred to as the "Commission") to the recipient (hereinafter referred to as the "grantee" or "recipient"), may be subject to audits and/or monitoring by the Commission, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1. the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. The recipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the recipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the recipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The recipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the Commission, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.
5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: The Florid Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, the State of Florida's website at <http://www.myflorida.com/>, the Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Florida Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Florida Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow access to such records upon request by the Commission or its designee, Chief Financial Officer or Auditor General. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Commission.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011
EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
DE-EE0000241	US Department of Energy	81.041	State Energy Program	\$360,207	140021-10

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$360,207	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011**

**ATTACHMENT E
FEDERAL REGULATIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulations. Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
2 CFR 176	Award Terms for Assistance Agreements that include funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
2 CFR 901	Nonprocurement Debarment and Suspension
10 CFR 600	Financial Assistance Rules
10 CFR 601	New Restrictions on Lobbying
10 CFR 607	Government wide requirements for drug-free work place (financial assistance)
10 CFR 1039	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
10 CFR 1040	Nondiscrimination in Federally Assisted Programs or Activities
10 CFR 1041	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDOE
10 CFR 1042	Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance
Other Federal Regulations	
45 CFR Subtitle A – Appendix E to Part 74	Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
Office of Management and Budget Circulars	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-102	Grants and Cooperative Agreements with State and Local Governments
A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011**

**ATTACHMENT F
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

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14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**
 - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

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2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term “construction contract” as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

- 25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
- 26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
- 27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

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**ATTACHMENT G
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Recipient

Typed Name/Title

Recipient's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011**

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Florida Energy and Climate Commission (Commission) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Commission or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Commission or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**ATTACHMENT H
Intellectual Property Provisions (NRD-1003)
Nonresearch and Development**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. USDOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) USDOE has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d)(1) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the USDOE shall request, and the Recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the USDOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
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**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011**

**ATTACHMENT J
PROPERTY REPORTING FORM
(For Property With Grantee/Recipient Assigned Property Control Numbers)**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a Commission Grant Agreement (Identify the property upgraded and the applicable Commission Agreement on a separate sheet). Complete the serial no./ cost, location/address and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property/equipment purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Commission's Grant Manager, by Grant Agreement number, no later than January 31st for each year this Agreement is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

Grantee/Recipient:	Grantee's/Recipient's Representative:	Date:
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BELOW FOR COMMISSION USE ONLY	
GRANT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/RECIPIENT'S INVOICE FOR PAYMENT.
Grant Manager Signature: _____	Date: _____

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**ATTACHMENT K
ANNUAL REPORT**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD**

Grant Agreement No.:	ARS011		
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Annual Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

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D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

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G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.

Match Budget Category	Total Match Project Budget	Match Expenditures Prior to this Reporting Period	Match Expenditures this Reporting Period	Match Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

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	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

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	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

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	Energy Savings
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Electricity Consumption (MWh)	
Reduction in Electricity Demand (MW)	
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Fuel Oil Consumption (gallons)	
Reduction in Propane Consumption (gallons)	
Reduction in Gasoline and Diesel Consumption (gallons)	
Amount of wind-powered electric generating capacity installed	
Amount of electricity generated from wind systems (MWh)	

	Renewable Energy Capacity and Generation
Amount of photovoltaic generating capacity installed (MW)	
Amount of electricity generated from photovoltaic systems (MWh)	
Amount of electric generating capacity from other renewable sources installed (MW)	
Amount of electricity generated from other renewable sources (MWh)	

	Emission Reductions
Tons Carbon Emission Reduction (CO2 Equivalent)	
Tons of Sulfur Dioxide Emission Reduction (CO2 Equivalent)	
Tons of Nitrogen Oxide Emission Reduction (CO2 Equivalent)	
Tons of Carbon Monoxide Emission Reduction (CO2 Equivalent)	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS011

I. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ARS011 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

THIS AGREEMENT is entered into between the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR (EOG), FLORIDA ENERGY AND CLIMATE COMMISSION whose address is 600 South Calhoun Street, Suite 251, Tallahassee, Florida 32399-0001 (hereinafter referred to as the "Commission") and the CITY OF WINTER PARK, whose address is 401 Park Avenue South, Winter Park, FL 32789-4319 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide financial assistance for the City of Winter Park Clean Energy Project.

In consideration of the promises and mutual agreements contained herein, the Commission and the Grantee acknowledge and agree as follows:

1. The United States Department of Energy (USDOE) awarded funding to the Commission pursuant to USDOE through American Recovery and Reinvestment Act (ARRA) Grant Agreement No. DE-EE0000241. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.
2. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its attachments and exhibits named and incorporated by reference. For purposes of this Agreement the terms "Grantee" and "Recipient" are used interchangeably.
3. This Agreement shall begin upon execution by both parties and end no later than March 31, 2012 , inclusive. If allowed by USDOE, this Agreement shall be effective upon execution for purposes of reimbursement of allowable costs resulting from obligations incurred and meeting the cost share or match requirements as described in Attachment A, Grant Work Plan. Profit to the Grantee, or any of its subgrantees, is prohibited by 10 Code of Federal Regulations (CFR) Part 600. This Agreement may be amended to revise Attachment A, Grant Work Plan, if additional funding is made available by the USDOE and/or the Florida Legislature.
4.
 - A. The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Commission shall reimburse the Grantee for allowable costs on a not more frequently than monthly cost reimbursement basis in an amount not to exceed \$325,000 after receipt and approval by the Commission's Grant Manager of satisfactory reports and documentation as required in this Agreement. The parties agree that the Grantee is responsible for providing a minimum match of \$416,142 toward the project described in Attachment A, Grant Work Plan. All cost sharing or match shall meet any applicable federal requirements.
 - B. Prior written approval from the Commission's Grant Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Grant funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Commission agrees to review a request by the Grantee to modify Attachment A, Grant Work Plan, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, Grant Work Plan, cannot be accomplished for the current estimated project cost. If the Commission agrees to a modification of Attachment A, Grant Work Plan, it may be modified not to exceed the awarded funding identified

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049

above. Any such modification would be by formal written amendment, in accordance with Section 37. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, Grant Work Plan, or the available project funding.

- C. All reimbursement requests under this Agreement shall be submitted using the Attachment B, Payment Request Summary Form, format in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a properly completed Attachment B, Payment Request Summary Form, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph 4.D. Ten percent of each approved reimbursement request shall be retained by the Commission pending Grantee's compliance with Section 8.
 - D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State and federal funds. The State of Florida guidelines for allowable costs include, but are not limited, to the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations and Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, check or voucher number, amount paid and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.
 - E. In addition to the requirements contained in paragraphs 4.C & D above, the Commission may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
- 5. The Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Commission's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Commission, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds.
 - 6. The Grantee shall submit, using Attachment C, Monthly Progress Report, monthly updates to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Attachment B, Payment Request Summary Form may not be submitted more frequently than on a monthly basis and must be accompanied by an Attachment C, Monthly Progress Report, for the corresponding month. Attachment C, Monthly Progress Reports shall be submitted to the Commission no later than three calendar days following the completion of the monthly reporting period. The Commission's Grant Manager may request additional information if the Commission's Grant Manager determines it is necessary. The Commission's Grant Manager shall have ten calendar days to review deliverables and payment requests submitted by the Grantee.
 - 7. The Grantee shall submit an Annual Report 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K, Annual Report.
 - 8. The Grantee shall also submit a Final Report 15 calendar days prior to the expiration date of the Agreement. The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. Pursuant to paragraph 4.C, 10% of the total Agreement amount identified in paragraph 4.A will be withheld until receipt and approval of the Final Report.

9. Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
10.
 - A. Commission staff will perform compliance monitoring during the term of the Agreement, in addition to the review of Monthly Progress Reports, but not less than once a year, to ensure Agreement compliance. Monitoring shall include, but not be limited to, periodic review of compliance with Agreement service delivery, as described in Attachment A, Grant Work Plan as documented in Attachment C, Monthly Progress Reports and also which includes a review of all Agreement requirements including the Attachments. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced compliance monitoring visits at any site where services are delivered pursuant to this Agreement.
 - B. For each on-site compliance monitoring visit, Commission staff will provide an oral exit interview and a written monitoring report to the Grantee.
 - C. If issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) may be required of the Grantee. If required, the CAP shall be submitted to the Commission's Grant Manager within ten calendar days of receipt of the monitoring report. If a CAP is required of the Grantee, failure to correct deficiencies after thirty calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in a determination of breach of Agreement and termination of services. If a CAP is not required of the Grantee, the Commission may proceed under Section 11 and/or Section 14.
11. The Commission may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Commission shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Commission regarding the reason(s) for termination. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
12. The Commission may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
13. This Agreement may be unilaterally terminated by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and Chapter 119, Florida Statutes. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
14. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances.
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

**FLORIDA ENERGY AND CLIMATE COMMISSION
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- B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Commission expressly authorizes them in the notice of suspension or termination.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.
15. A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (10 CFR Part 606, later moved to 2 CFR Part 901), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOE to the Commission.
- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions.
- C. As required by paragraphs A and B above, the Grantee shall include the language of this Section and Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions, in all subcontracts and sub-grants or lower tier agreements executed to support the Grantee's work under this Agreement.
16. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, USDOE or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
17. A. The Grantee shall retain and maintain all records referenced in Section 16 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.
- B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, Special Audit Requirements as applicable.
- C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, Special Audit Requirements, in all subcontracts and assignments with sub-grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Section 215.97(2)(x), Florida Statutes.

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- D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Commission within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Commission for assistance with questions pertaining to the applicability of these requirements.
- 18.
- A. The Grantee may subcontract work under this Agreement upon the condition that each Attachment C, Monthly Progress Report, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.
 - B. The Grantee shall not enter into subcontracts in which the Commission or USDOE could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Commission and USDOE harmless of any liabilities, as applicable by Florida laws, incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.
 - C. The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Commission in each, Attachment C, Monthly Progress Report, its expenditures with minority, woman and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, woman and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Attachment C, Monthly Progress Report, shall contain the names and addresses of the minority, woman and service-disabled veteran-owned businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services and whether the business is minority, woman or service-disabled veteran-owned. If no expenditures were made to minority, woman and service-disabled veteran-owned businesses, the Grantee shall state "None" on that portion of the Attachment C, Monthly Progress Report.
19. The Grantee agrees to permanently refrain from using or mentioning its association with the Commission in advertisements, letterhead, business cards, etc. The Grantee's project with the Commission may be generally stated and described in the Grantee's professional resume. The Grantee may not give the impression in any event or manner, that the Commission endorses or recommends the Grantee.
- 20.
- A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment I, Standard Form-LLL, Disclosure of Lobbying Activities, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [10 CFR Part 601]
 - B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a State agency.
 - C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

21. The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
22. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, Federal Regulations, and the provisions contained in Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions.
23. The Commission's Grant Manager for this Agreement is identified below.

Commission Grant Manager: Mandy Norman	
Florida Energy and Climate Commission	
Executive Office of the Governor	
600 South Calhoun Street, Suite 251	
Tallahassee, FL 32399-0001	
Telephone No.:	850-414-8524
Fax No.:	850-922-9701
E-mail Address:	Mandy.norman@myflorida.com

24. The Grantee's Representative for this Agreement is identified below.

Lena Petersen	
Projects Construction and Grants Management	
City of Winter Park	
401 Park Avenue South	
Winter Park, FL 32789-4319	
Telephone No.:	407-599-3225
Fax No.:	407-599-3419
E-mail Address:	lpetersen@cityofwinterpark.org
Grantee D-U-N-S :	077596393
Grantee CCR Registration Expiration Date:	7/14/2011

25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.
26. Documentation of all insurance coverage(s) required below, shall be submitted by the Grantee to the Commission. Upon expiration of documented proof of insurance coverage, the Grantee shall submit proof of continued insurance coverage to the Commission within 30 calendar days of insurance coverage expiration.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

The Grantee, as an independent contractor and not an agent, representative, or employee of the Commission, agrees to carry adequate liability and other appropriate forms of insurance. The Commission shall have no liability except as specifically provided in this Agreement.

27. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
28. Upon satisfactory completion of this Agreement, with Commission approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Commission as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:
 - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Commission.
 - D. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.
29. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
30.
 - A. No person on the grounds of race, creed, color, national origin, age, sex or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. The Grantee agrees to comply with 10 CFR Part 1040 "Nondiscrimination in Federally Assisted Programs."
 - C. The Grantee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
 - D. The Grantee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall insert a provision in accordance with this paragraph in all subcontracts for services in relation to this Agreement.
31. Land acquisition is not authorized under the terms of this Agreement.
32.
 - A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.

**FLORIDA ENERGY AND CLIMATE COMMISSION
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- B. All patent rights, copyrights, and data rights must be in accordance with 10 CFR Part 600 as referenced in Attachment H, Intellectual Property Provisions.
- C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Commission shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Commission or the State of Florida the subject invention and sublicense the same.
- D. In the event that any books, manuals, films, or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Commission. The Commission shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Commission full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Commission, any publications first produced under this Agreement. Any content submitted to the Commission which is asserted to be exempt under Florida's Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked "business proprietary", "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.
- E. The terms and conditions specified in Section 32 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this Section and obtaining disclosures.
33. The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:
- Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Energy and Climate Commission under Award Number DE-EE0000241."
- Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or any third party's use or the results of such use of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
34. The Grantee shall not develop any software or databases under the terms and conditions of this Agreement.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049

35. The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.
36. This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon, County, Florida, applying Florida Law.
37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.
38. The following Attachments are incorporated into this Agreement:

Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form
Attachment	C	Monthly Progress Report
Attachment	D	Special Audit Requirements
Attachment	E	Federal Regulations
Attachment	F	Federal Funding Grantee, Sub-grantee and Contractor Provisions
Attachment	G	Debarment and Suspension Form
Attachment	H	Intellectual Property Provisions
Attachment	I	Disclosure of Lobbying Activities
Attachment	J	Property Reporting Form
Attachment	K	Annual Report

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF WINTER PARK

STATE OF FLORIDA, EXECUTIVE OFFICE OF
THE GOVERNOR, Florida Energy and Climate Commission

By: _____
Kenneth W. Bradley
Mayor

By: _____
Alexander Mack
Program Administrator

Date: _____

Date: _____

**ATTACHMENT A
GRANT WORK PLAN

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

A. PROJECT TITLE: City of Winter Park Clean Energy Projects

B. PROJECT LOCATION: City of Winter Park, Florida

C. PROJECT BACKGROUND:

The Grantee will undertake several clean energy initiatives that support the goals of the State Energy Program (SEP) program by reducing fossil fuel emissions, reducing total energy use by the Grantee, and by improving energy efficiency in appropriate sectors. Each initiative provides an opportunity to reduce the Grantee's energy consumption. The Grantee's energy initiatives will include three components.

Lighting Replacement in Public Facilities

The Grantee will replace inefficient fluorescent lighting systems with T-8 lamps and energy efficient ballasts to reduce energy consumption in 20 public facilities. HPS lamps will be replaced with energy efficient induction lighting and exit signs will be replaced with energy efficient LED lighting.

Energy Management Control System

The Grantee will install an energy management system (EMS) and programmable thermostats to manage and control heating, ventilation and air conditioning (HVAC) equipment. The front-end will communicate to all panels and points of the EMS in buildings via the use of the Grantee's Wide Area Network (WAN). The EMS will provide direct digital control on select HVAC equipment and will cycle the equipment during unoccupied hours to maintain a setback temperature. In addition, the system will control variable frequency drives (VFD) for variable air flow, pumping and demand controlled ventilation.

Energy Awareness Seminars

The Grantee will offer two energy awareness seminars for local businesses and residents. The first seminar is a Residential Energy Awareness Campaign (REAC) through which the Grantee will distribute energy efficient company florescent lamps along with educational materials. Distribution areas will be located in libraries, fairs and other community events. The second seminar, an Energy Conservation/LEED Training Program, is designed to involve commercial and industrial businesses involved in energy conservation. Each of the seminars will be facilitated by city staff and energy conservation partners. Approximately 100 people are expected to attend each seminar.

D. PROJECT OBJECTIVES:

- **Objective 1:** To reduce power consumption by procuring and installing replacement lighting in 20 public facilities.
- **Objective 2:** To reduce power consumption by procuring and installing an EMS and programmable thermostats

ATTACHMENT A GRANT WORK PLAN

- **Objective 3:** To create two educational seminars for commercial and residential energy efficiency measures to target 200 commercial, multiple dwelling and public authority City utility customers.

E. PROJECT DESCRIPTION: The following tasks will be performed in order to meet the project objective outlined above.

- **Task 1:** Lighting Replacement in Public Facilities (Objective One)
 - Task 1a:** Purchase replacement lighting in accordance with 10 CFR 600
 - Task 1b:** Remove and dispose of old lighting
 - Task 1c:** Install lighting in 20 public facilities
 - Task 1d:** Installation completed and tested by contractors under supervision by City
- **Task 2:** Energy Management Control System (Objective Two)
 - Task 2a:** Purchase an EMS and four programmable thermostats in accordance with 10 CFR 600
 - Task 2b:** Install EMS and programmable thermostats
 - Task 2c:** Installation completed and tested by contractors under supervision by City
- **Task 3:** Energy Awareness Seminars (Objective Three)
 - Task 3a:** Develop content for two seminars
 - Task 3b:** Coordinate educational seminars for businesses and residents
 - Task 3c:** Submit a copy of all educational materials, a list of seminar participants, and public notification to the Commission documenting the energy efficiency conservation impacts of the project
- **Task 4:** Final Report
 - Submit a report to the Commission including the contracts between the Grantee and the contractors, copies of utility bills to document energy savings, and any applicable invoices.

F. PROJECT MILESTONES/DELIVERABLES/OUTPUTS:

The table below identifies the month of the project each task will start and be accomplished.

No.	Task/Activity Description	Deliverables/ Outputs	Start Date	Deliverable / Output Due Dates
1a	Purchase replacement lighting	Equipment purchased	Month 1	Month 6
1b	Remove and dispose of old lighting	Old lighting removed and site ready for new lighting installation	Month 2	Month 12
1c	Install lighting in 20 public facilities	Installation complete	Month 6	Month 18
1d	Installation completed and tested by contractors under supervision by Grantee	Testing complete	Month 7	Month 18
2a	Purchase energy management system and programmable thermostats	Equipment purchased	Month 1	Month 6
2b	Install energy management system and programmable thermostats	Installation complete	Month 6	Month 12
2c	Installation completed and tested by contractors under	Testing complete	Month 12	Month 18

ATTACHMENT A GRANT WORK PLAN

	supervision by Grantee			
3a	Develop seminar content	Seminar content complete	Month 2	Month 6
3b	Coordinate educational seminars for businesses and residents	Seminar schedule and attendees invited	Month 2	Month 12
3c	Submit a copy of all educational materials, a list of seminar participants, to the Commission documenting the energy efficiency conservation impacts of the project	Education materials submitted to the Commission	Month 12	Month 18
4	Final report	Submit a report to the Commission including the contract between the Grantee and the contractor, copies of utility bills to document energy savings, and any applicable invoices.	Month 18	Month 18

G. PROJECT BUDGET:

The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries	\$0	\$61,663	N/A
2. Fringe Benefits	\$0	\$18,527	N/A
3. Travel (if authorized)	\$0	\$0	N/A
4. Supplies/Other Expenses	\$0	\$5,000	N/A
5. Equipment	\$0	\$0	N/A
6. Contractual Services	\$325,000	\$330,952	City of Winter Park
7. Indirect (if authorized)	\$0	\$0	N/A
Total Project Budget	\$325,000	\$416,142	N/A
Total Project Cost	\$741,142	= Grants Funds + Cost Share	
Cost Share Percentage	56%	= Cost Share / Total Project Cost	

H. TOTAL BUDGET BY TASK:

The project budget below summarizes the project by Project Task. Project Tasks correspond to the "Project Description" section. All dollar amounts are rounded to the nearest whole dollar value.

Project Task	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Matching Funds	Source
1 Lighting Replacement in Public Facilities	\$150,000	\$218,901	City of Winter Park
2 Energy Management Control System	\$140,000	\$192,241	City of Winter Park
3 Energy Awareness Seminars	\$35,000	\$5,000	City of Winter Park
Totals:	\$325,000	\$416,142	
Total Project Cost:	\$741,142		

ATTACHMENT A GRANT WORK PLAN

I. BUDGET DETAIL:

Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program.

Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

1. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel - List trips by their purpose and/or destination. Indicate the number of days for each trip. The Commission will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Attachment B, Payment Request Summary Form. Be prepared to provide the Commission with details on costs utilized to calculate the "Amount Budgeted" for each trip.
4. Supplies & Other Expenses - List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services - Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Indirect Costs/Rate – Indirect Costs are not authorized
8. Total Budget Category – Show the total of all line-items within a Budget Category.
9. Total Budget - Show the total of all categories.

ATTACHMENT A GRANT WORK PLAN

1. Salaries								
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk. or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N
Troy Attaway, Dir Public Works	\$57.56	*	208	=	\$11,972	M	N	Y
Joseph Serrano, Project Manager	\$36.36	*	520	=	\$18,907	M	N	Y
Steven Mathes, Facility Maintenance	\$31.85	*	520	=	\$16,562	M	N	Y
Lena Petersen, Coordinator	\$27.35	*	520	=	\$14,222	M	N	Y
Sub-Totals for Salaries Category					\$61,663			

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A" & provide break- out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Troy Attaway, Dir Public Works	\$11,972	30%	N/A	N/A	N/A	\$3,592	M	N	Y
Joseph Serrano, Project Manager	\$18,907	30%	N/A	N/A	N/A	\$5,672	M	N	Y
Steven Mathes, Facility Maintenance	\$16,562	30%	N/A	N/A	N/A	\$4,996	M	N	Y
Lena Petersen, Coordinator	\$14,222	30%	N/A	N/A	N/A	\$4,267	M	N	Y
Sub-Total of Fringe Benefits Category						\$18,527			

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes							
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A				\$			
Sub-Total of Travel Category				N/A			

ATTACHMENT A GRANT WORK PLAN

4. Supplies - Other Expenses								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Printing, Education Materials	\$5,000	*	1	=	\$5,000	M	N	N
Sub-Total of Supplies - Other Expenses Category					\$5,000			

5. Equipment								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A		*		=		G	Y	N
		*		=		G	Y	N
Sub-Total of Equipment Category					N/A			

6. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Trane Energy Services	Lighting	\$328,806	*	1	=	\$328,806	G (\$150,000) M (\$178,806)	Y	N
Trane Energy Services	Energy Management System and Thermostats	\$287,146	*	1	=	\$287,146	G (\$140,000) M (\$147,146)	Y	N
Trane Energy Services	Seminars	\$200	*	2 seminars 200 people	=	\$40,000	G (\$35,000) M (\$5,000)	Y	N
Sub-Total of Contractual Services Category						\$655,952			

ATTACHMENT A GRANT WORK PLAN

7. Indirect Cost (if approved)									
Budget Category included in Base of Indirect Cost Calculations	Total Direct Costs for Budget Category	*	Approved Indirect Cost Rate (%) from Grant Work Plan	=	Total Indirect Cost for Budget Category (\$)	=	Total Indirect Costs for Grant	+	Total Indirect Costs for Match
N/A		*		=		=		+	
		*		=		=		+	
		*		=		=		+	
Sub-Total of Indirect Costs Category					N/A	=		+	

8. Total Project Budget						
Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs	
Salaries	\$61,663	=	\$0	+	\$61,663	
Benefits	\$18,527	=	\$0	+	\$18,527	
Travel	\$0	=	\$0	+	\$0	
Supplies/Other Expenses	\$5,000	=	\$0	+	\$5,000	
Equipment	\$0	=	\$0	+	\$0	
Contractual Services	\$655,952	=	\$325,000	+	\$330,952	
Indirect Costs	\$0	=	\$0	+	\$0	
Total Project Budget	\$761,142	=	\$325,000	+	\$416,142	

J. MEASURES OF SUCCESS: In the Final Report, the Grantee shall address how the project objectives were accomplished.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Grantee: _____

Mailing Address: _____

Grant Agreement No.: _____

Date Of Request: _____

Amount Requested:\$ _____

Grantee's Representative: _____

Reimbursement Request No.: _____

**Reimbursement
Period:** _____ **to** _____

**Percent Matching
Required:** _____

PROJECT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
1. Salaries	\$	\$	\$	\$
2. Fringe Benefits	\$	\$	\$	\$
3. Travel (if authorized)	\$	\$	\$	\$
4. Supplies/Other Expenses	\$	\$	\$	\$
5. Equipment	\$	\$	\$	\$
6. Contractual Services	\$	\$	\$	\$
7. Indirect Costs (if authorized)	\$	\$	\$	\$
TOTAL AMOUNT EXPENDED	\$	\$	\$	\$
Less Retainage* (10% of TOTAL AMOUNT EXPENDED)	\$	\$		
TOTAL AMOUNT TO BE REIMBURSED	\$	\$		
AGREEMENT AMOUNT	\$		\$	
Less TOTAL AMOUNT EXPENDED:	\$		\$	
TOTAL AVAILABLE BALANCE	\$		\$	

** The cumulative Retainage amount shall be reimbursed on the Final Reimbursement Request, upon approval of the Final Report by the Commission's Grant Manager.*

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above is for items that were charged to and utilized only for the above cited grant activities.

Grantee's Representative's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

**GRANT REIMBURSEMENT DETAIL
GRANT FUNDING**

1. Salaries								
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Salaries:		\$ -						
2. Fringe Benefits								
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Amount requested (\$)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N
	\$		\$	\$	\$	\$		
	\$							
Sub-Total of Fringe Benefits:								
3. Travel								
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Travel:			\$					
4. Supplies-Other Expenses								
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Supplies-Other Expenses :		\$ -						

**FLORIDA ENERGY AND CLIMATE COMMISSION
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GRANT REIMBURSEMENT DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		\$ -							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Dates Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		\$ -							
7. Indirect Costs, if allowable			Total Grant Reimbursement Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	<i>Note: Information provided on the Grant Reimbursement Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.</i>						
			<div style="display: flex; justify-content: space-between; align-items: center;"> Total Grant Funds Requested : \$ </div>						
Sub-Total of Indirect Costs:		\$ -							

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

1. Salaries									
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Salaries:		\$ -							
2. Fringe Benefits									
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Amount documented (\$)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$								
Sub-Total of Fringe Benefits:									
3. Travel									
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Travel:				\$					
4. Supplies-Other Expenses									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Supplies-Other Expenses :		\$ -							

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

MATCH DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		\$ -							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Date Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		\$ -							
7. Indirect Costs, if allowable			Total Match Documentation Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	<i>Note: Information provided on the Match Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.</i>						
Sub-Total of Indirect Costs:		\$ -	Total Match documented :					\$	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049
INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the Grantee's agency, as reflected on your Grant Agreement.

MAILING ADDRESS: Enter the reimbursement mailing address.

GRANT AGREEMENT NO.: This is the six-digit number on your Grant Agreement.

DATE OF REQUEST: This is the date the Grantee is submitting the request for reimbursement.

AMOUNT REQUESTED: This is the amount on the "*TOTAL AMOUNT TO BE REIMBURSED*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S REPRESENTATIVE: This is the person identified as Grantee's Representative in the Grant Agreement.

REIMBURSEMENT REQUEST NO.: This is the number of the reimbursement request, not the month number. The first reimbursement request submitted shall be number 1 and subsequent reimbursement requests shall be numbered in ascending numerical order.

REIMBURSEMENT PERIOD: This is the beginning date (dd/mm/yyyy) and ending date (dd/mm/yyyy) of the reimbursement period.

PERCENT MATCHING REQUIRED: Enter the Match requirement here, as reflected on the approved Attachment A, Grant Work Plan.

PROJECT EXPENDITURES SUMMARY SECTION

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount paid during the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. All costs included in the reimbursement request must agree with the approved Project Budget in the current Attachment A, Grant Work Plan of your Grant Agreement. Do not request reimbursement for costs that do not have an associated, approved, funded budget category or approved, funded budget line-item in the current Project Budget. Do not claim items that are not specifically identified in the current Budget Detail as reflected in Section I of the current Attachment A, Grant Work Plan.

- Enter the column total on the "*TOTAL AMOUNT EXPENDED*" line. The figures reflected for each approved budget category must correspond with the budget category amount reflected on the associated Grant Reimbursement Detail Form.
- For the "Less Retainage" line, calculate 10% of the "*TOTAL AMOUNT EXPENDED*" for this reimbursement request; this figure must be shown in brackets (e.g. <\$X,XXX.XX>) to reflect that the amount will be deducted from the "*TOTAL AMOUNT EXPENDED*".
- For the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the "Less Retainage" amount from the "*TOTAL AMOUNT EXPENDED*".
- For the "*AGREEMENT AMOUNT*", enter the total amount of the Grant Agreement. For the "Less TOTAL AMOUNT EXPENDED" line, enter the total amount expended as reflected on this reimbursement request **and** all previous reimbursement requests.
- For the "*TOTAL AVAILABLE BALANCE*" line, deduct the "*Less TOTAL AMOUNT EXPENDED*" amount from the "*AGREEMENT AMOUNT*".
- For only the Final Reimbursement Request, the Grantee may request reimbursement of all previously deducted Retainage on the condition that the Final Report for the project has been submitted and approved by the Commission's Grant Manager. To request reimbursement of Retainage, reflect the cumulative amount of Retainage as a positive figure (no brackets) in the "Less Retainage" line and add it to the "*TOTAL AMOUNT EXPENDED*" to reflect the final "*TOTAL AMOUNT TO BE REIMBURSED*" amount.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts previously submitted for reimbursement to date for each approved, funded budget category. Provide accurate costs and do not round figures to the nearest whole dollar value.

- On the "Less Retainage" line, enter the total cumulative amount of Retainage deducted from all reimbursement requests.
- On the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the cumulative "Less Retainage" amount from the cumulative "*TOTAL AMOUNT EXPENDED*".
- The Final Reimbursement Request must show the total of all reimbursements; first through the final reimbursement (this amount cannot exceed the approved, funded budget amount for each budget category). Enter the column total on the "*TOTALS*" line.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049

“MATCHING FUNDS” COLUMN: Enter the amount documented as Match for the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. This needs to be shown under specific budget categories according to the currently approved Attachment A, Grant Work Plan.

- Enter the total for all budget categories on the “*TOTAL AMOUNT EXPENDED*” line for this column.
- Enter the total Match budget amount on the “*AGREEMENT AMOUNT*” line for this column. This amount must correspond with the minimum Match amount specified in Section 4.A of the Grant Agreement and as reflected on the currently approved Attachment A, Grant Work Plan.
- Enter the total cumulative amount of this and any previous Match documented on the “*LESS TOTAL AMOUNT EXPENDED*” line for this column.
- Deduct the “*LESS TOTAL AMOUNT EXPENDED*” from the “*AGREEMENT AMOUNT*” for the amount to enter on the “*TOTAL AVAILABLE BALANCE*” line.

“TOTAL CUMULATIVE MATCHING FUNDS” COLUMN: Enter the cumulative amount documented to date for Match by budget category. Enter the total of all budget categories on the line titled “*TOTAL AMOUNT EXPENDED*.” The Final Reimbursement Request must reflect the total of all documented Match, beginning with the first Match documentation through the final Match documentation, etc.

The proportion of cumulative Matching funds as of the final Match documentation must equate to the Cost Share Percentage as reflected on the current, approved Attachment A, Grant Work Plan of the Grant Agreement. If insufficient “*TOTAL CUMULATIVE MATCHING FUNDS*” are submitted, the Final Reimbursement Request of grant funds shall be reduced to ensure that the Cost Share Percentage

GRANTEE CERTIFICATION: The Payment Request Summary Form must be signed by both the Grantee’s Representative as identified in the Grant Agreement and the Grantee’s Fiscal Agent to be approved for reimbursement.

NOTE: If requesting reimbursement for travel, you must include copies of all travel receipts and a copy of the Commission’s properly completed travel reimbursement form (in the format approved by the Department of Financial Services, Chief Financial Officer) that has been signed by both the traveler and the traveler’s supervisor.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049
INSTRUCTIONS FOR COMPLETING
GRANT REIMBURSEMENT DETAIL and
MATCH DOCUMENTATION DETAIL

Provide a detailed, line-item description using the worksheet provided for each Budget Category of funds Grantee is requesting for reimbursement or documentation of Match. Costs listed on the Grant Reimbursement Detail must reflect information on supporting documentation, must correspond with the approved Project Budget, the Payment Request Summary Form – Project Expenditures Summary Section and accompanying supporting documentation. The description of each line-item must include the month and year that the item was received; this month and year must fall within the Reimbursement Period. Any line-item with a corresponding month and year prior to the Reimbursement Period must be accompanied by a statement that this cost was not included in a prior Reimbursement Request. For each budget line-item, identify if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved), and 3) whether the cost is Administrative in nature. Provide accurate costs and do not round the amounts to the nearest whole dollar value.

Supporting documentation for each amount for which reimbursement is being requested must: 1) list the item that has been paid for, 2) be submitted in the order in which items are shown on the Grant Reimbursement Detail and the Match Documentation Detail and 3) be either highlighted or circled. Check numbers may be provided in lieu of copies of the actual checks. If an item was purchased with a credit card, reflect “paid by credit card” on Grant Reimbursement Detail or the Match Documentation Detail, in lieu of a check number and provide vendor receipt reflecting that the item was paid by credit card (this can be hand written) along with a copy of related credit card statement (credit card number and other confidential information may be blacked out). Each piece of documentation must clearly reflect the dates of service. Only expenditures for budget categories and budget line-items in the approved Project Budget will be reimbursed or documented as Match. Listed below are the types of documentation and examples of minimum requirements.

- (1) **Salaries:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the Grant Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, including submission of the claim on the approved state travel form that has been signed and dated by the traveler and the traveler’s supervisor and copies of all travel receipts must also be attached. For additional information on documentation of travel costs, contact the assigned Commission Grant Manager.
- (4) **Supplies - Other Expenses:** Reimbursement will be made based on paid invoices/receipts.
- (5) **Equipment:** Reimbursement will be made based on paid invoices/receipts. Attachment J, Property Reporting Form, must be properly completed, signed and attached to the Attachment B, Payment Request Summary Form for each item of equipment requested for reimbursement or match documentation.
- (6) **Contractual Services:** Reimbursement will be made based on paid invoices/receipts. Subcontractors must be listed on Attachment C, Monthly Progress Report, for the corresponding reimbursement period.
- (7) **Indirect Costs:** If the Grant Agreement allows recovery of Indirect Costs, the calculation of these costs must be based upon direct costs reflected in the corresponding reimbursement period, utilizing the Indirect Cost rate in the approved Project Budget.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049
ATTACHMENT C
MONTHLY PROGRESS REPORT**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD**

Grant Agreement No.:	ARS049		
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Monthly Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

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D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

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G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.

Match Budget Category	Total Match Project Budget	Match Expenditures Prior to this Reporting Period	Match Expenditures this Reporting Period	Match Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

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	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

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	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

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	Energy Savings		Renewable Energy Capacity and Generation
Reduction in Natural Gas Consumption (mmcf)		Amount of photovoltaic generating capacity installed (MW)	
Reduction in Electricity Consumption (MWh)		Amount of electricity generated from photovoltaic systems (MWh)	
Reduction in Electricity Demand (MW)		Amount of electric generating capacity from other renewable sources installed (MW)	
Reduction in Natural Gas Consumption (mmcf)		Amount of electricity generated from other renewable sources (MWh)	
Reduction in Fuel Oil Consumption (gallons)			
Reduction in Propane Consumption (gallons)			
Reduction in Gasoline and Diesel Consumption (gallons)			
Amount of wind-powered electric generating capacity installed			
Amount of electricity generated from wind systems (MWh)			

I. SUBCONTRACTOR LIST

FLORIDA ENERGY AND CLIMATE COMMISSION
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The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ARS049 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date

**FLORIDA ENERGY AND CLIMATE COMMISSION
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**ATTACHMENT D
SPECIAL AUDIT REQUIREMENTS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

The administration of resources awarded by the Florida Energy and Climate Commission (hereinafter referred to as the "Commission") to the recipient (hereinafter referred to as the "grantee" or "recipient"), may be subject to audits and/or monitoring by the Commission, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1. the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. The recipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the recipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the recipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The recipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the Commission, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.
5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: The Florid Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, the State of Florida's website at <http://www.myflorida.com/>, the Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Florida Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

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- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Florida Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow access to such records upon request by the Commission or its designee, Chief Financial Officer or Auditor General. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Commission.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
DE-EE0000241	US Department of Energy	81.041	State Energy Program	\$325,000	140021-10

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$325,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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ATTACHMENT E
FEDERAL REGULATIONS

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulations. Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.

2 CFR 176	Award Terms for Assistance Agreements that include funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
2 CFR 901	Nonprocurement Debarment and Suspension
10 CFR 600	Financial Assistance Rules
10 CFR 601	New Restrictions on Lobbying
10 CFR 607	Government wide requirements for drug-free work place (financial assistance)
10 CFR 1039	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
10 CFR 1040	Nondiscrimination in Federally Assisted Programs or Activities
10 CFR 1041	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDOE
10 CFR 1042	Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance

Other Federal Regulations

45 CFR Subtitle A – Appendix E to Part 74	Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency

Office of Management and Budget Circulars

A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-102	Grants and Cooperative Agreements with State and Local Governments
A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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**ATTACHMENT F
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

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14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**
 - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

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2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term “construction contract” as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

- 25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
- 26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
- 27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

**ATTACHMENT G
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Recipient

Typed Name/Title

Recipient's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Florida Energy and Climate Commission (Commission) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Commission or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Commission or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

**ATTACHMENT H
Intellectual Property Provisions (NRD-1003)
Nonresearch and Development**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. USDOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) USDOE has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d)(1) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the USDOE shall request, and the Recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the USDOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

ATTACHMENT I
DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<div><input type="checkbox"/></div> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<div><input type="checkbox"/></div> a. bid/offer/application b. initial award c. post-award		<div><input type="checkbox"/></div> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<div><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</div> Congressional District, if known:					
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
			\$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
(attach Continuation Sheet(s))			SF-LLLA, if necessary)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)		

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
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**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

**ATTACHMENT J
PROPERTY REPORTING FORM
(For Property With Grantee/Recipient Assigned Property Control Numbers)**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a Commission Grant Agreement (Identify the property upgraded and the applicable Commission Agreement on a separate sheet). Complete the serial no./ cost, location/address and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property/equipment purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Commission's Grant Manager, by Grant Agreement number, no later than January 31st for each year this Agreement is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

Grantee/Recipient:	Grantee's/Recipient's Representative:	Date:
--------------------	---------------------------------------	-------

BELOW FOR COMMISSION USE ONLY	
GRANT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/RECIPIENT'S INVOICE FOR PAYMENT.
Grant Manager Signature: _____	Date: _____

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049**

**ATTACHMENT K
ANNUAL REPORT**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD**

Grant Agreement No.:	ARS049		
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Annual Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

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GRANT AGREEMENT NO. ARS049

D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

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G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.

Match Budget Category	Total Match Project Budget	Match Expenditures Prior to this Reporting Period	Match Expenditures this Reporting Period	Match Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

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	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

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	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

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	Energy Savings
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Electricity Consumption (MWh)	
Reduction in Electricity Demand (MW)	
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Fuel Oil Consumption (gallons)	
Reduction in Propane Consumption (gallons)	
Reduction in Gasoline and Diesel Consumption (gallons)	
Amount of wind-powered electric generating capacity installed	
Amount of electricity generated from wind systems (MWh)	

	Renewable Energy Capacity and Generation
Amount of photovoltaic generating capacity installed (MW)	
Amount of electricity generated from photovoltaic systems (MWh)	
Amount of electric generating capacity from other renewable sources installed (MW)	
Amount of electricity generated from other renewable sources (MWh)	

	Emission Reductions
Tons Carbon Emission Reduction (CO2 Equivalent)	
Tons of Sulfur Dioxide Emission Reduction (CO2 Equivalent)	
Tons of Nitrogen Oxide Emission Reduction (CO2 Equivalent)	
Tons of Carbon Monoxide Emission Reduction (CO2 Equivalent)	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS049

I. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ARS049 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 24, 2011
prepared by department division	Dori DeBord Economic Development/CRA	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 type="checkbox"/> N/A final vote		

subject

RFP 27-2010 Ground lease terms for 50 year lease agreement for 941 West Morse Building

motion | recommendation

Staff recommends not accepting the deal as presented based on the following:

- This deal provides the City with a valuation range that falls somewhere between \$3.1 million, based on some increase for CPI, up to \$3.5 million assuming a best-case scenario on a rent participation agreement. While the concept of rent participation was broached by the City staff and is shown in the attached analysis to provide additional revenue, there is limited opportunity on the City's part to meet the stated NPV of \$3.5 million at the 5% discount rate based on the conditions of escalation and participation.

Staff would recommend a less speculative number with a pre-determined escalation that lends increased certainty of future cash flows to meet the minimum threshold of value set by the City Commission.

background

At the July 26, 2010 City Commission meeting, staff was directed to negotiate a lease agreement between the City and Concord Eastridge, Inc. (CEI), as the selected developers to RFP 27-2010. During the subsequent months, staff has met with representatives of CEI in an attempt to negotiate a long-term lease that reflects the City's desire to receive appropriate compensation for the redevelopment of the property and CEI's desire to renovate and create a new corporate headquarters for a long-time private firm within the City and allow for additional quality office space for lease.

This deal gives the City the opportunity to retain a long-time private firm as a corporate headquarters within the City limits and provides the opportunity to update and beautify this gateway access into Winter Park. It also provides new tax benefits for the community.

The original proposal presented by CEI in response to the RFP fell short of the expectations of the City regarding the return on the property. At the City Commission meeting on December 13, 2010, the Commissioners directed staff and CEI to prepare a deal that had a NPV of \$3.5 million at a discount rate of 5% for the term. In response to this request, CEI has presented a revised 50 year deal for consideration by the Commission. The highlights of this deal are documented in the attached spreadsheet but include the following:

- Starting rent will begin at \$115,000 per year, up from the originally proposed \$99,750.
- The developer is willing to pay \$250,000 in three payments at the front end of the deal.

- The developer will only have a lease agreement on approximately 2 acres of the site, yet agrees to maintain the tree canopy along West Morse Boulevard and the parking area around the property.
- The City retains approximately 30,000 square feet of development rights to the property.
- City staff is recommending the lease extend through 50 years with no renewals.
- CEI has proposed that the rent escalations throughout the term of the deal equal to 90% of the increases in the applicable Consumer Price Index (CPI), not to exceed 2.35% per year for any year. This adjustment would reflect the sum of the value of CPI for each year over the five year timeframe. CEI is also proposing a participation feature. The deal would include a 7% bonus to the City on gross rents in excess of \$1.9 million in any year, payable 90 days after the end of each calendar year. In the attached analysis, this would begin at Year 15. This amount would be added to the City's overall ground rent payment.
- To minimize their risk, CEI would qualify this offer on the condition that, in the event that the effective gross revenues for the Building fall below \$1.45 million in any given year, the CPI increase in that year will be abated.

Staff recognizes CEI has presented a deal that, in its best case and if all assumptions are met would return close to \$3.5 million. There are several deal terms that could restrict this return. Over the last 50 years, 90% of CPI has been less than 2.35% about 28% of the time.

alternatives | other considerations

The City Commission has several options available:

- Accept the Deal
- Counteroffer the Deal
- Refuse the Deal – with options
 - Work with RLF to find additional office space in the City
 - Demolish the building
 - Determine another use
 - Issue a new RFP

fiscal impact

The fiscal impact of this deal is between \$3 million and \$3.5 million over a 50 year period. The starting point would be a \$250,000 initial payment and a starting ground rent of \$115,000/year.

long-term impact

The lease in its nature has a long-term impact on the development of the property

strategic objective

STATE OFFICE PROPERTY

RISKS / REWARDS - PROS / CONS OF LEASING VS DOING NOTHING

	LEASE DEAL	DO NOTHING
PROS	<ul style="list-style-type: none">*No financial outlay from city* Revenue is generated immediately* Annual revenue stream to city in terms of tax revenues and lease* 100% ROI within 4 years* City maintains ownership of land, an appreciating asset* City has option on land after 40 years – legacy to future generations* 10-year tenant for 50% of bldg – unheard of in this economic environment* This is a REAL DEAL.* City maintains corporate HQ with approx 138 professional jobs* Will be LEED qualified bldg* Green Bldg / example for region / reuse of existing building* Eliminates blighted property / enhance city gateway / potential catalyst for neighboring development* CEI meeting city’s terms of 250K upfront cash / \$115K initial ground lease* CEI compromised escalation terms to 5 years at 60% CPI* Meets strategic initiatives / goals of city: redevelop major corridors, green development, increase tax base.* Demonstrates public benefit in terms of retaining ownership of land, putting it to use in terms of revenue generation (vs. leaving unutilized), retaining one of oldest HQ’s in city, RLF, retaining professional jobs and people who spend money in our city.	<ul style="list-style-type: none">*Chance that market takes a dramatic turn and soon*Chance that a better deal presents itself
CONS	<ul style="list-style-type: none">* Possibility that property valuation is too low* “Low end” range of deal?	<ul style="list-style-type: none">* No revenue generated (no lease, no taxes) to city* Non-performing asset not in best interest of city*Land has remained vacant even during the boom years; chance that land will remain vacant for some years to come*Blighted 5-acre property remains. No improvement to gateway.* Abundance of undeveloped property in <u>prime areas</u> of WP = competition. This property is not the only available property* Potential loss of corporate offices and 138 professional jobs

UNKNOWN	<ul style="list-style-type: none">* True value of property* What is the value of improving the site?* When market will rebound* When we might get another opportunity and will it be better or lesser?	* What opportunities are lost if we do nothing (leave site as is)?
UNQUANTIFIABLE BENEFITS IN \$\$	<ul style="list-style-type: none">* Professional Office Bldg / attract more tenants*Jobs*Money spent in community as a result of professional jobs and HQ* Catalyst for further Denning Drive development	

Consider how much city spends, via taxpayer revenues and bonding, for projects with no quantifiable return:

***Consider / Compare:** Spending \$9M on Fairbanks improvements in hopes of redevelopment utilizing \$3M in bonded debt, \$1.4M in GF revenues, property owner assessments. What is the ROI / NPV?*

***Consider / Compare:** Over \$1M of CRA funds to build Welcome Center. Chamber has 99- year lease at \$1 per year. What is the ROI? NPV?*

***Consider / Compare:** Other Cities and counties bonding money and spending taxpayer dollars to build facilities and attract HQ's and jobs. (Orlando Arena)*

***Consider / Compare:** Com Rail Agreement costing city approximately \$600K annually (including assuming a portion of Orange County's liability, insurance and claims costs) with no quantifiable benefit to taxpaying citizens and a deal that favors Orange County.*

***Consider / Compare:** CEI / WP deal costs city nothing in terms of financial outlay, has quantifiable NPV and ROI, Job retention / attraction, cure blighted area of city.*

Need to Identify:

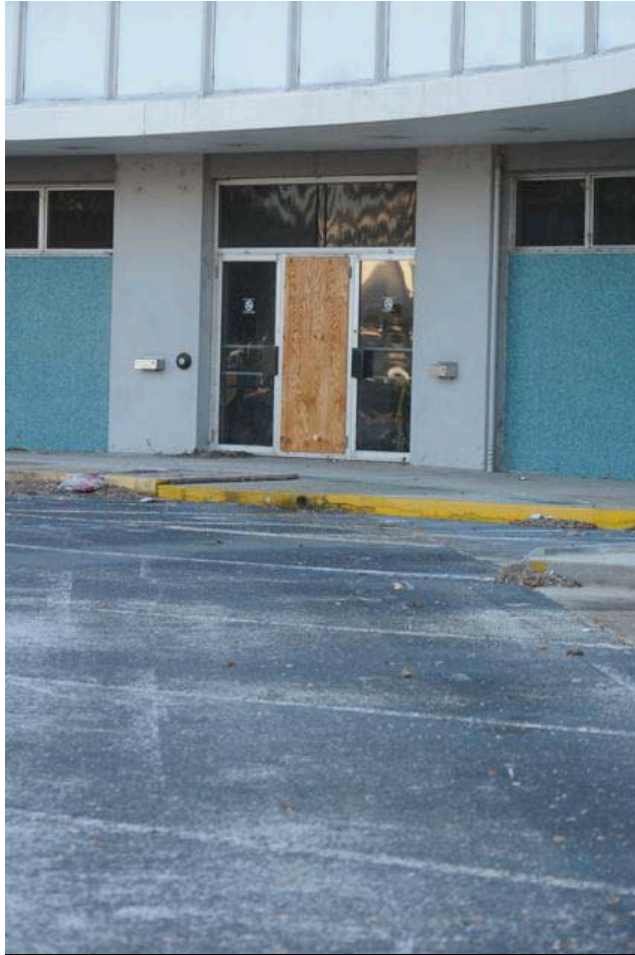
What are the risks? What are the rewards inherent in this deal / project?

What are benchmarks for success? Benchmarks upon which to determine whether this is a good deal / project for the city?

Identify key outstanding issues.

Look at ROI in addition to NPV (measuring efficiency and return of investment in addition to cash flow)

Commissioner Dillaha Photos – State Office Building – Commission Workshop 12/6/10



Commissioner Dillaha Photos – State Office Building – Commission Workshop 12/6/10



Commissioner Dillaha Photos – State Office Building – Commission Workshop 12/6/10



State Office Consideration

Core Premise:

We are not forced to value the asset at the bottom of the cycle.

We may CHOOSE to offer very attractive long term financing as an incentive.

We may CHOOSE to value the asset at today's market value

We should make those choices after evaluating if:

- There is a strong community benefit

- We are not directly competing with a local private enterprise

- There are no imminent municipal uses that would require acquiring comparable land

The Site deserves a premium and offers a name tenant:

- A landmark signature building identity

- Excellent Interstate and commuter rail Access

- Park setting

- Easy Access to Winter Park's Park Avenue and WP Village, and the Murrah Center client entertainment facilities

- Walking distance Hotel Proximity

- Window Offices for all associates, with 30,000 sf on one level

- Proximity to Valencia and Rollins student workers and continuing ed options

- Easy Access to the Cultural Corridor

- An existing and growing cluster of creative services, medical arts, and real estate development

- Ties to the region's most livable community, an appealing historic town and diverse residential options

One might conclude that a present value lease of at least \$3.5 million or more should be given some consideration, especially if there is no imminent need for comparable land for municipal purposes. A Present Value of at least \$4.0 million should be given strong consideration

1. A Present Value of the lease of at least \$3.5 million may be appropriate and fair.

a. THERE IS NO VALUE OF THE EXPANSION FAR, UNLESS TIED IN WITH ADJACENT PARCEL OR THE PARKING GARAGE IS EXCLUDED FROM FAR

Note: Planning the Possibilities analysis demonstrated that a 98,000 use with surface parking is feasible, but only by tearing down the existing building

b. THEREFORE, THE PROPOSAL NEEDS TO BE EVALUATED AS IF IT UTILIZES THE ENTIRE PARCEL

c. There are excellent reasons to incentivize the project

d. The city will realize additional tax revenue.

However, a 98,000 SF user would generate ADDITIONAL TAXES TO WP with a value of 689,655 And 160 Additional Employees

However, 5 acres of park land implies additional households for possible annexation that may provide revenues of 333,333 to WP per year

e. An appropriate valuation may be based on the estimated Net Present Value received under the lease.

Say 6% as one measure of the City's Cost of Capital, to be used for a discount rate

Say 5% if there are compelling other reasons to incentivize the project, say job retention and Corporate Guarantees from the primary tenant

f. The Net Present Value is heavily influenced by the terms of the lease.

g. Land Values are really Hard to establish in today's market. Basically, the only land sales taking place are with seller's that MUST sell, not a good time for setting values.

h. For a Reasonable Deal, we should see a present value of the lease at 3.5 million or more if coupled with strong employment retention

Estimates of Value of the Entire Parcel IN TODAY'S PRICING Ranges from 3.0 mill to 4.0 mill

i. Judgment of Value should include an opinion of when a 98,000 SF user will arrive and when inflation will arrive.

WE COULD WAIT UNTIL 2018 OR LATER FOR A 98,000 SF USER AND STILL GET THE SAME FINANCIAL DEAL THAT HAS BEEN OFFERED AT THIS TIME

2. If we wish to continue, should we just sell the asset? What would the buyer's cost be then?

The Proceeds could be immediately applied to other purposes (eg, post office, library, etc.)

3. Are there other Incentives/locations that will accomplish the job retention/growth goals?

4. Are there imminent municipal land uses or opportunities that will be lost if this transaction takes place?

a. Higher Value, Tax Revenue and Employee Count for user that will attain full 98,000 SF FAR by using Surface Parking

b. Central Park Expansion- Land for Post Office Distribution

Expand Central Park by 1 acre, Use State Office Building land for Distribution, Retail PO on Arrowhead

c. Library relocation

Library to State Office Location

d. Use as Park Land or Park Land swap for annexation of existing residential or other redevelopment incentivized areas like Fairbanks

5. Do the financial and non-financial benefits of the Proposal Outweigh the Opportunity Costs and Outweigh the Risks of Holding till a better market?

State Office Building Possibilities

State Office FAR SF	0.450	98,000	4.999 Acres
State Office Parking-Existing		392	
State Office Land Value	2,940,000 Per ZHA-2008	\$ 30 per FAR SF	
State Office Land Value	5,700,000 Per 7/2010 Appraisal	\$ 58 per FAR SF	
State Office Land Value	3,500,000 10/2010 RERC	\$ 36 per FAR SF	\$ 16.07 per SF of Land
Parking Ratio Requirement		4.00 spaces per 1,000 SF	
Est SF per Structured Parking Space		250	
FAR SF required to accommodate 1,000 SF of Office with Structured Pkg		2,000 eg	2.00 Ratio of Total FAR SF to Salable SF
Est Cost Per Structured Space		\$ 10,000	
Est Cost Per Surface Space		\$ 3,000	
Cost Premium for Structured Parking		\$ 7,000	

1. A Present Value of the lease of at least \$3.5 million may be appropriate and fair.

a. THERE IS NO VALUE OF THE EXPANSION FAR, UNLESS TIED IN WITH ADJACENT PARCEL OR THE PARKING GARAGE IS EXCLUDED FROM FAR

With Renovation Strategy	FAR SF	Parking
RLF SF	30,000	120
Other SF	28,000	112
Subtotal	58,000	232
Balance of FAR	40,000	

Spaces on Grade lost because of Expansion Build-out		(53) Displaced spaces	13,333 Bldg Coverage @ 3 stories
Est FAR SF Required to Replace Surface Parking with Structured Parking	(13,333)		
FAR SF Avail to Develop- Assumes Structured Parking is included in FAR	26,667		250 SF per Space
FAR Used for Structured Parking for Build-out SF Only	13,333	53 Expansion spaces	53 Spaces
FAR SF for Actual Salable Office Space Expansion	13,333		
Value of FAR Expansion	\$ 36	476,190	
Less Cost Premium Of Structured Parking	\$ 7,000	(746,667)	107 Expansion and displaced spaces
VALUE/(COST)		(270,476)	

Note: Planning the Possibilities analysis demonstrated that a 98,000 use with surface parking is feasible, but only by tearing down the existing building

b. THEREFORE, THE PROPOSAL NEEDS TO BE EVALUATED AS IF IT UTILIZES THE ENTIRE PARCEL

c. There are excellent reasons to incentivize the project

Retain/expand employment base (assumes the existing building will eventually be refilled with employees)

Civic Pride in retaining a key employer

This is a REAL DEAL right now. The market may not recover for a while

May or may not "spark" redevelopment in the corridor, (the low intensity may actually dampen redevelopment potential)

This contributes to the "economic gardening" of an existing business that contributes to the "CREATIVE SERVICES INDUSTRY CLUSTER" target industry

Because of the unique building re-use, this deal may not compete with other private land/building owners

In this case, retention has no impact on sales taxes to city

However, realize that there are multiple building owners in the region that may be offering lease rates based on building costs that are far below "Replacement Costs"

while the city can offer great financing in the form of a lease, it may not be able to compete with another deal that is trading below replacement costs without a direct subsidy of cash or discounted sales price

d. The city will realize additional tax revenue.

However, a 98,000 SF user would generate additional taxes and additional people

		Taxes
Renovated Use	58,000	50,000
Full Entitlement Use	98,000	84,483
Additional Taxes		34,483

The "Value" of the additional taxes from a 98,000 sf user is at least:

Value of Additional Taxes at	5.00%	689,655
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Additional Employees	250 SF /employee	40,000 SF	160 Additional Employees
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However, 5 acres of park land implies additional households for possible annexation that may provide greater revenues.

5 Acres	1,000 residents per 10 acre standard	500 Residents
		3 Residents per household
		167 Household
		\$ 2,000 City RE taxes per household
		\$ 333,333 Gross Revenues

e. An appropriate valuation may be based on the estimated Net Present Value received under the lease.

City's Borrowing Costs as a rated, municipal borrower 3.50% Range to 4.00%

Required Coverage Ratio per Rating Agencies 1.600 1.900

Implied Discount Rate of Return required on Investment 5.60% Range to 7.60%

Say 6% as one measure of the City's Cost of Capital, to be used for a discount rate

Say 5% if the there are compelling other reasons to incentivize the project, say job retention and Corporate Guarantees from the primary tenant

f. The Net Present Value is heavily influenced by the terms of the lease. Key terms are:

Rent Increase frequency

Amount of the Periodic Increase

Any increase less than the cumulative CPI adjustment, means that the value of the asset is DECLINING in real terms, up until the end of the lease term, when presumably the rate will be reset to the market rate at that time.

Must be senior to all other liens to minimize the default risk (Including city tax and maintenance liens ahead of lender)

Corporate Guarantees and assurances from the retained employer

g. Land Values are really Hard to establish in today's market. Basically, the only land sales taking place are with seller's that MUST sell, not a good time for setting values.

h. For a Reasonable Deal, one might conclude that we should see a present value of the lease at 3.5 million or more if coupled with strong employment retention

Estimates of Value of the Entire Parcel IN TODAY'S PRICING Ranges from 3.0 mill to 4.0 mill

The present value of the Developer Proposal at a 6% Discount Rate is 2,337,002
 The present value of the Developer Proposal at a 5% Discount Rate is 2,757,332

The City's counter proposals would achieve values greater than the developer proposal

i. Judgment of Value should include an opinion of when a 98,000 SF user will arrive and when inflation will arrive.

WE COULD WAIT UNTIL 2018 FOR 98,000 SF USER AND STILL GET THE SAME FINANCIAL DEAL THAT HAS BEEN OFFERED BY THE USER

Year of Sale	2012	2013	2014	2015	2016	2017	2018	2019	2020
Value that year	3,500,000	3,500,000	3,500,000	3,605,000	3,713,150	3,824,545	3,939,281	4,057,459	4,179,183
Inflation	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Lost Tax Revenue	50,000	50,000	51,500	53,045	54,636	56,275	57,964	59,703	61,494
Lost Lease Revenue	115,000	115,000	115,000	115,000	115,000	126,500	126,500	126,500	126,500
Cumulative Lost Revenue	165,000	330,000	496,500	664,545	834,181	1,016,957	1,201,420	1,387,623	1,575,617
Additional Taxes from 98,000 SF user	34,483	34,483	35,517	36,583	37,680	38,811	39,975	41,174	42,409
Value of Tax Premium for 98,000	5.00%	689,655	689,655	710,345	731,655	753,605	776,213	799,499	823,484
Adjusted Value		4,024,655	3,859,655	3,713,845	3,672,110	3,632,573	3,583,801	3,537,360	3,493,320
Present Value at City's Cost	5.00%	4,024,655	3,675,862	3,368,567	3,172,107	2,988,527	2,808,002	2,639,632	2,482,638

2. If we wish to continue, should we just sell the asset? What would the buyer's cost be then?

The Proceeds could be immediately applied to other purposes (eg, post office, library, etc.)

Sales Price	2,000,000	2,500,000	3,000,000	3,500,000	4,000,000
Amount Financed	70%	70%	70%	70%	70%
Equity	600,000	750,000	900,000	1,050,000	1,200,000
Return on Equity	12.00%	12.00%	12.00%	12.00%	12.00%
Equity Return	72,000	90,000	108,000	126,000	144,000
Loan Amount	1,400,000	1,750,000	2,100,000	2,450,000	2,800,000
Amortization Period	25	25	25	25	25
Interest Rate	6.00%	6.00%	6.00%	6.00%	6.00%
"Loan Constant"	7.82%	7.82%	7.82%	7.82%	7.82%
Loan Payment (Principal and Interest)	109,517	136,897	164,276	191,655	219,035
Total Payment if Buyer Financed from Others	181,517	226,897	272,276	317,655	363,035
Total Investor Equity Reqd	600,000	750,000	900,000	1,050,000	1,200,000

3. Are there other Incentives/locations that will accomplish the job retention/growth goals?

Other locations that are suitable?

How can the city aid in a relocation within the city?

Other incentives that persuade the tenant to stay in Winter Park?

TIJER

Are those incentives available to others? What class of assets/employment are targeted?

Façade Improvement Grants

4. Are there imminent municipal land uses or opportunities that will be lost if this transaction takes place?
- a. Higher Value, Higher Tax Revenue and Higher Employee Count for user that will attain full 98,000 SF FAR by using Surface Parking

- b. Central Park Expansion- Land for Post Office Distribution

Expand Central Park by 1 acre, Use State Office Building land for Distribution, Retail PO on Arrowhead

Uses	Units	Unit Cost	Extension
Retail PO-New Const	6,500 Square Ft	\$ 200	1,300,000
Parking Retail PO-Surface	43 Spaces	\$ 3,000	129,000
PO Distribution Center	6,500 Square Ft	\$ 180	1,170,000
Parking Distribution PO-Surface	88 Spaces	\$ 3,000	264,000
PO Excess SF Compensation	11,000 Square Ft	\$ -	0
			<u>2,863,000</u>
Sources			
Sell Swope Land	19,400 FAR SF	\$ -	0
Sell State Office Building/Excess Land	58,000 FAR SF	\$ 36	2,071,429
Federal Earmark Dollars			250,000
Collect Park Pledges			541,571
			<u>2,863,000</u>

To Be Negotiated

58/98 times RERC Value

- c. Library relocation

Library to State Office Location

Uses	Units	Unit Cost	Extension
Library New Construction	60,000 Square Ft	\$ 225	13,500,000
Surface Parking	134 Spaces	\$ 3,000	402,000
			<u>13,902,000</u>
Sources			
Sell Existing Library Building	33,000 Square Ft	\$ 273	9,000,000
Sell Swope Land	19,400 FAR SF	\$ -	0
Sell Excess State Office Land	38,000 FAR SF	\$ 30	1,140,000
Other Library Fund Raising			3,762,000
			<u>13,902,000</u>

Confirm Parking Analysis- When is peak utilization? Any possibility of weekday office parking?

To be Negotiated

- d. Use as Park Land or Park Land swap for annexation of existing residential or other redevelopment incentivized areas like Fairbanks

5. Do the financial and non-financial benefits of the Proposal Outweigh the Opportunity Costs and Outweigh the Risks of Holding till a better market?

State Office Building PO use

Program Square Foot Requirements	Existing	Desired	
Library	33,000	60,000	1.7 Acres
Library-Parking	64	134	70 Additional Spaces
Post Office Distribution	17,000	6,500	Est 1.5 Acres with 88 surface parking, normally 45% FAR for 7,000 SF implies 15,500 sf of site, or 0.36 acres.
Post Office Retail	7,000	6,500	
Post Office Distribution Parking-Total	????	88	plus one loading dock
Post Office Distribution Parking Associated with 7,000		28	0.400 At 7,000 SF, parking at 4 per 1,000 sf= 28 spaces. 28 at 300 sf per space = 8400 sf. 0.4 Ac= 17,424 sf
Post Office Distribution Additional Land Required for extra parking		60	1.100 Additional Acres. At 300 Sf per space, 60 spaces implies 18,000 Sf, but use 0.5 acres (21,780sf).
Post Office Distr Addl Land FAR Equivalent		21,562	FAR for 0.5 acres is .45*21,780 sf= 9,801 sf.
Post Office Retail Parking	????	43	plus one loading dock
Post Office Retail Parking Associated with 7,000		28	0.400 At 7,000 SF, parking at 4 per 1,000 sf= 28 spaces. 28 at 300 sf per space = 8400 sf. 0.4 Ac= 17,424 sf
Post Office Retail Additional Land Required for extra parking		15	0.600 Additional Acres. At 300 Sf per space, 15 spaces implies 4,500 Sf, but use 0.6 acres for 1.0 total per ZHA.
Post Office Distr Addl Land FAR Equivalent		11,761	FAR for 0.1 acres is .45
State Office FAR SF	0.45	98,000	4.999 Acres
State Office Parking		392	
State Office Land Value		\$ 30.00	2,940,000 Per ZHA
Post Office Arrowhead FAR	C-2	2.0	
Swope Site FAR SF	0.45	19,400	0.99 Acres
Swope Site Land Value		\$ 30.00	582,000 Per ZHA
Actual Post Office and adjacent City Land Areas			
Arrowhead-Post Office and Parking	0.860 Acres	37,462	SF
Arrowhead-Green area	Acres	0	SF
Post Office Leg	1.120 Acres	48,787	SF
Carolina Right of Way (existing PO entry)	0.210 Acres	9,148	SF

MEMORANDUM

TO: Dori DeBord, AICP
Economic Development/CRA Director

FROM: Owen Beitsch, PhD, FAICP, CRE

DATE: July 19, 2010

RE: **Comments on Concord Eastridge proposal**
(RERC 10-108)

Hard copy will not follow unless requested

At your request, we have reviewed the development proposal submitted by Concord Eastridge for the former state occupied office building on Morse, vacated now for several years.

Understanding there has been limited time available to confirm many of the underlying considerations that generated the proposal, we think the offer is below what the market should be capable of supporting if the property were developed to its maximum intensity. We cannot really evaluate the full impact of the proposal because we do not have the financial analysis which presumably is the basis for Concord's offer. That said, based on a cursory financial analysis we completed, the sum and terms may not be *grossly* out of line *if a smaller building* is all that is developed. Still, the imputed value appears to be at the lowest end of the potential range. Consequently, the merit of the offer must be evaluated on the quality and investment in the smaller structure relative to expectations or criteria imposed by the City.

From the material we have available, the representations are that the building would be improved to Class A quality, necessitating material outlay. Such investment is not really described but, in effect, it is difficult to understand the proposer's interest in saving the structure and then providing the capital required to enhance its condition as outlined. These strategies seem irreconcilable based on the observed physical configuration and age of the building.

Of there are reasons to maintain the tree canopy, as described in the proposal, there are designs and solutions that could enable more intense development such that the site's allowable FAR and value are maximized. If, for example, the City is willing to concede the discounted value some of that savings could be directed to a parking garage should that be a crucial goal. In our opinion, the most obvious issues relate to the City's envisioned strategy and uses for the site relative to the concept advanced by the respondent.

Over the next four years the City and/or CRA will have received about \$400,000 in revenues from the development itself as well as some assumed level of ad valorem. The potential future value needs to be evaluated relative to this sum which, *if not received* by the City, is properly viewed as the opportunity cost of postponing any action. In our mind, the opportunity cost is extremely low.

Given the state of the larger real estate market, the location, and the potential to replace the existing structure with others more in keeping with the City's vision, this sum seems to be a relatively modest level of financial exposure should the City still wish to explore other options.

In the event the City wishes to proceed, there are many issues to address in the basic lease, primarily those associated with allowing Concord to control the remainder of the property without added financial consideration and under general terms more beneficial to the City.

The appraisal process

Implicit in the appraisal process is that the property targeted for valuation is being deployed for its highest and best use, that which is physically possible, legally permissible, market supportable and yields the highest return to the land. In this case, the appraiser has treated the site as a vacant parcel or has attributed no material value to the building occupying the site.

The inference in the logic of appraisal is that any commercial structure erected under the conditions of highest and best use would generate rents enabling a certain land value to be supported. In other words, even though the parcel is vacant, the inherent assumption is that the prices of the comparable vacant properties were negotiated with the expectation that rents (income) of a certain level would enable the land to support a value commensurate with the related income stream. Multiple properties sold at similar values tends to confirm the conclusion

Though useful for defining value at a specific point in time, an appraisal is silent about future conditions and rarely addressees adequately the broader market dynamics affecting the conclusion in question. When a property is used for something which is other than the assumed highest and best use, there is naturally a variance between the appraised value and that estimated using different conditions.

In this case, the highest and best use purports to be a commercial venture, more specifically an office building. An appraiser is not a developer and cannot fully evaluate all the risk issues involved in reaching decisions about the best means to proceed. He certainly cannot consider all options. Nonetheless, the reported value of the land should still broadly reflect what multiple interests, looking to realize an expected income stream, would willingly pay for a particular parcel at single point in time.

In theoretical terms, the developer's proposal should not be impossible to reconcile to the appraisal unless there are gross deviations in assumptions or procedures. What seems apparent in this case are major differences in the developer's approach (a smaller, renovated building), the cost to demolish (material whatever the sum), presumptions about the near term state of the market (diminished and highly competitive) and likely expectations imposed by the City. The implications of these differences are discussed briefly in the next few pages.

Indicated value

The substance of the proposal is associated with the perceived value of the underlying property. As you are likely aware, finding meaningful transactions for purposes of benchmarking in today's market context is difficult but not impossible. Nonetheless, the outcome of such an analysis is reasonably considered in the context of obvious influences that cause a change in that value.

The City's appraisal places that value at about \$6,000,000, but draws upon some older transactions. Many current listings, without consideration to their comparability, suggest a lower value as do other transactions of properties intended for office development and also comparable in size. These other examples are much more recent reference points.

Except as noted in the accompanying table, we really cannot opine on the physical or legal comparability of these other examples but clearly they are intended for office development. Given the suburban locations common to the other transactions, they may reflect a lower intensity of potential development than the property on Morse suggesting they *should* have a lower price per square foot. While we can speculate about their physical condition, none of these other properties seem to have demolition associated costs involved. Without suggesting that we are offering an opinion of value there is a well established range with about \$16 per SF anchoring the mid range of value.

The proposal places an imputed value of \$1,475,000 on the property for the concept proposed, a discount from the other transactions of almost \$1,000,000, a discount of about \$2,000,000 from the

midrange value. The discounts are sufficient in magnitude to question the reasonableness of the proposed leasehold sum. The difference logically considers at least the costs of demolition, which might be justified were Concord intending to raze the existing structure, and /or the form of the deal being offered to RLF as the anchor tenant.

A very crude financial analysis - based on the outlined cost of development at about \$7,100,000 or \$133/SF - indicates the low land value results almost exclusively from the reduced building size and possibly from lower rents that may be dictated by the concept and the anchor. Expectedly, the same analysis completed for 98,000 SF seems to suggest a land value closer to the appraised value. Because no income data for the project was provided, we can only

Current commercial listings (Loopnet, July 15, 2010)						
Location/ Address	Descrption	Size (AC)	Size (SF)	List	\$/SF	
521 N Cenrtal blvd	commercial	5.45	237402	\$ 7,122,000	\$	30.00
Onco Dr	commercial	4.96	216058	\$ 3,000,000	\$	13.89
9588 SOBT	commercial	2.57	111949	\$ 1,570,000	\$	14.02
Lee Road	commercial	1.5	65340	\$ 550,000	\$	8.42
425 Sybella Pkwy	commercial	2.62	114127	\$ 2,950,000	\$	25.85
415 Kennedy Blvd	commercial	0.13	5663	\$ 99,500	\$	17.57
2301 Opak ridge	commercial	6.42	279655	\$ 2,600,000	\$	9.30
4426 S Conway	commercial	1.69	73616	\$ 1,150,000	\$	15.62
1705 Lee Rd	commercial	1.49	64904	\$ 950,000	\$	14.64
9036 Tueky Lake	commercial	3.10	135036	\$ 1,850,000	\$	13.70
Average					\$	16.75
Other recent sales						
Location/ Address	Date	Descrption	Size (AC)	Size (SF)	Price	\$/SF
Lake Mary	2008	PUD	5.25	227819	\$ 2,032,143	\$ 8.92
Lakemont/Oriando	2009	PD	1.99	86641	\$ 1,000,000	\$ 11.54
Lake Mary	2009	PUD	1.75	76255	\$ 875,999	\$ 11.49
Doulas Rd/Altamonte	2009	MOC	1.21	52754	\$ 550,000	\$ 10.43
Lake Nona	2010	PD	4.00	174,240	\$ 2,000,000	\$ 11.48
Average					\$	10.45
Appraisal (Bledsoe)						
Location/ Address	Date	Descrption	Size (SF)	Size (SF)	Price	\$/SF
Orange/Denning	2008	Retail	217,800	244434	\$ 6,400,000	\$ 26.18
600 Concourse Pkwy	2008	Church	217,800	226076	\$ 3,923,400	\$ 17.35
80 West Michigan	2009	Office	217,800	46358	\$ 1,250,000	\$ 26.96
901 N Orlando	2006	Retail	217,800	84,972	\$ 4,350,000	\$ 51.19
Average					\$	26.46

Potential indicated value			
Location/ Address	\$/SF	Size (SF)	Estimated value
Appraisal	27	217,800	\$ 5,880,600
Listings	17	217,800	\$ 3,702,600
Other transactions	11	217,800	\$ 2,395,800
Imputed proposal (7%)	7	217,800	\$ 1,475,000

speculate on these conclusions but they do raise questions, possibly easily documented, about the underlying assumptions. If there is a risk premium reducing the offer, it is not evident nor warranted in our opinion. The proposer already claims to have secured the anchor tenant. Effectively, the building is almost fully leased from the beginning so many risks are fully mitigated.

The building's size and lease may be all the market can support. If so, the proposal is silent on these points. Still, the remainder of the site is held by the developer virtually for free to accommodate activity that might occur in the future under terms stipulated by the developer. Again, if there is an anchor tenant, the proposer's risk in proceeding with a larger or more aggressive concept seems nominal.

Leasehold

As with transactions involving full fee interests, those that are not adversely affected by the current market are hard to find, but not impossible. Virtually every commercial outparcel involves a net lease arrangement.

The City's appraisal references leases executed by the airport. In our opinion these reflect unique circumstances and must meet criteria imposed by the FAA. As a practical matter, while some leases do achieve 10% of value as described in the appraisal, it is not the norm. The added considerations at the airport and on any other piece of publicly owned property impose constraints to a lease or involve unrelated goals that raise questions about the use of properties owned or placed into service by public agencies as a meaningful reference point.

Neither the basic financial dimensions of any future changes in lease payments – now tied to 7% of value - or the developer's request for a 60 year lease are unreasonable in our opinion. The basis for renewal beyond that point are worth reexamining as are the market indicators provided by the proposer as criteria for intensifying the site.

Leases, by their very nature are complex and can be problematic. With the proper lender, they may also reduce the amount of cash necessary initially which may be the part of the developer's strategy although the City may find it attractive to retain the site long term, just as the proposal describes.

In any case, the lease itself is a subject that merits a separate and much more substantive discussion about the key business points. The most effective lease will have safeguards to assure it is equitable and beneficial for both the developer and the City. In general, it has been our experience that parties to a ground lease fail to recognize *both* the complexities and compromises that may be necessary to structure a sound lease. From the background materials in the proposal, there is at least an indication that this subject has been addressed by the team in other public settings. Nonetheless, we are not satisfied that the City's interests are properly protected, especially given the low land value.

Concept and design

Design, and representations about it, open subjective debate. While it is compelling to contemplate a remodeled building, upgraded to LEEDS standards, as a Class A office structure, this outcome is not likely. Though not impossible that this building *could* ultimately command rents comparable to the market's conventional Class A structures, *rarely* has any remodeled or

renovated building been successfully positioned to compete with this tier of properties. The typical Class A building, aside from its upgraded features, must have efficiencies, extensive amenities, and finishes that offer reasonable alternatives to the region's newest facilities.

Such upgrades and features are not at all apparent in the current proposal. The characterization of the building and proposal as something *unusual* or *special* serves only to overstate the value of the concept being advanced. To the degree the remodeled structure could be considered a Class A building, it is reasonable to posit that it would generate higher rents or possibly have higher costs of development but neither is obvious in the proposal.

There may be *merit* or *purpose* in saving the existing structure but the criteria in awarding this opportunity, along with the financial implications, should not focus on the building's designation as a Class A facility but rather the value gained (lost) with implementing a renovation scheme. At the moment, we can only assume that the primary economic advantage results from demolition but, as noted, that is not apparent in the land value.

Policy considerations and goals

It is worth noting that Concord will relocate and accommodate a major Winter Park employer, a reasonable economic development goal in the currently challenging job market. If that is the purpose of the proposal, however, there may be more effective ways of achieving that result, including use of other programs intended for job creation. When a developer is provided discounts or incentives to construct a facility, while making representations about the nature of the anchor tenant, the City indirectly becomes a party to that agreement and should be assured that the goal intended is achieved. If the prospective tenant is conditionally tied to this *specific proposal*, then the relationship should be transparent to the City so its value to the proposal can be properly vetted.

Intuitively, it is more meaningful to provide the incentives *to the end users*, not the developer unless there is evidence that a lease rate appropriate to the inducement has been provided. In any case, the developer will benefit over the *entire* ground lease term and the employer, unless seeking a commensurate lease term, receives benefit for a much reduced time period.

In effect, the support for the employer, if that is a key goal, will expire well before the financial commitment to the developer of record.

CRA

Chapter 163.380 (2), FS, addresses the public purpose associated with the sale of properties acquired by the CRA. Without implying there are possible legal issues to consider in the planned transaction – we know nothing about the actual ownership, the flow of funds, or other matters - the references in 163.380 are instructive because they speak specifically to the public benefit stemming from a transaction at less than *fair [market] value*. The idea, of course, is simply to evaluate the quid pro quo realized by the broader community as the result of the transaction. The seemingly low value, while not necessarily at conflict with the provisions of Chapter 163, is a *reminder* that the City and its agency have plans, a mission, and possibly a vision that were contemplated as part of the property's acquisition from the state and the redevelopment effort.

Conclusion

The value of the property in question is such that the developer's offer, though not unreasonably related to the size of the *existing* building, represents at best a minimal sum and the City may be advised to consider what opportunity costs are incurred by renegotiating, postponing, or abandoning the transaction. We believe these costs are very low given what could happen at some future date or under more favorable financial terms. Whatever may happen in the market, of course, is speculative but the low value seems to remove much of the risk in pursuing a strategy which postpones the transaction or seeks to enhance the value or conditions of the current offer.

At the very least, the city should consider revising the manner in which the remainder of the site of the site is available for the developer's use. The terms of the agreement should speak to an improved form of control that does not deter the developer's interest in the property, perhaps a significantly reduced option period with additional performance criteria. As for the main ground lease, we would suggest that the key business points be drafted in a term sheet and accepted prior to approving the general development approach.

Other issues are likely to emerge that are beyond the scope of this brief assessment. The comments here should be viewed in that context. RERC's information and comments should be relied upon only to aid your continued discussions with the proposer and to support your own planning efforts.

MEMORANDUM

DATE: December 6, 2010

TO: Winter Park City Commission

FROM: Owen Beitsch, PhD, AICP, CRE
REAL ESTATE RESEARCH CONSULTANTS
14 East Washington Street, Suite 500
Orlando, FL 32801

PH (407) 843-5635 FAX (407) 839-6197

RE: Continued Review of CEI Proposal

Based on my review of the original proposal submitted by CEI and the subsequent discussions I have had with staff and CEI, I have prepared this brief memorandum covering what, I think are the major points that the commission and City must consider. Several of the points are laid out in more detail in my correspondence to Dori Debord dated July 2010 and distributed to you over the course of the last week.

- **The appraisal and the appraisal process**

- Normally, there is the expectation that value reflects highest and best use but even so that use or activity has variants and some subjectivity. Certainly, the appraisal did not explicitly recognize reuse of the office building.
- The appraisal indicated a value of approximately \$5,800,000 drawing upon relatively older comparables and assuming only limited constraints on use and market.
- The presence and siting of the existing office building hold the overall value below what the appraisal suggests might be realized.
- RERC's analysis indicates for a lower density office use, the value of the property recognized in the proposal is not unreasonable. It is probably at the lower end of the value range for such a use but still within that range. I can't reconcile to a value today of much more than some \$3,400,000 but costs to implement the project affect this value.
- Regardless of the ostensible differences in valuations, land value is a function of the use placed on the property.
- Could other uses support a higher value? Possibly, but the value for an office use at the density represented by the existing building is not unreasonable.

- **Use of the site**

- Because the proposal does not anticipate maximum use of the site, there is no inherent value in allowing the developer to use the entire site.

MEMORANDUM

Page 2

- **Lease rate and term**

- Too lengthy for the nature of the simple development concept proposed which has limited risk with a key tenant already identified.
- Instead, a lease of 40-50 years is not unreasonable with provisions made for extensions reasonable.
- The proposed percentage arrangement is not unreasonable for a land lease. The sum could be higher but not materially and then it would be dependent upon the other terms and conditions of the lease itself.
- A form of lease escalation is appropriate but setting the target is difficult because provisions for increases in the base rent may not match to the timing of increases in the rents negotiated with individual tenants. Both the amount of an increase and the uncertainty of the increases will make it difficult to negotiate financing and individual leases with tenants.

- **Economic development issues**

- The transaction, at what might be a value set by less than highest and best use, sets into motion a discussion about who benefits from the lease. CEI and RLF are two distinct entities. CEI benefits from the full term of the lease while RLF will benefit only from the terms of the lease the firm executes with CEI. The City might consider ways to bifurcate the benefits of the lease.

- **Negotiations to date**

Given these various issues and the City's directions to negotiate with CEI, the following points have emerged:

- Raise the annual rent for the basic lease beyond that offered.
- Offer various alternatives to fixed increases based on CPI.
- Limit the size of the parcel that could be the subject of the lease...effectively preserve entitlements for some future use or action controlled by the City.
- Consider a stepped increase in ground rent that follows CEI's lease term.

- **Risks and perceptions**

Reasons to do this deal

- Recognition that the City plays a part in economic development that may be difficult to value and there is an obvious corporate citizen that could benefit.
- Though difficult to value, the economic considerations of the current offer are not entirely at odds with market value...buildings are being sold and leased at values that would suggest the actual cost of replacement would be higher.
- The parcel has remained vacant for some time and there is no ostensible interest from other parties to activate the site.
- Any consideration about a valuation recovery is largely speculative.
- An unsubordinated land lease, properly done, exposes the City to only modest risk.

Reasons *not* to do this deal

- Based on the original offer, the opportunity cost to wait a few years seems modest. There may, for example, be an inherent benefit in creating park land or open space that benefits other development.
- Even though the City retains control of some part of the site, there are more limitations on the remainder than might be if the site were fully utilized from the outset.
- As this specific corporate citizen is enabled, an alternate space will be vacated.
- The most challenging aspect is avoiding a financial position for either party that creates too much risk and/or subsequent potential criticism.
- The opportunity has not been adequately exposed to the broader market.
- The City has not, at this point in time, actually seen the terms of the agreement between CEI and RLF.

• Options

- Accept deal fundamentally as submitted, recognizing that it is largely below market value. The premise for accepting this option is that the City has to be aggressive in its economic development role.
- Reject it as being excessively generous. The premise to rejecting the proposal is to explore other options while also understanding that the proposer has made it relatively clear that the offer has little, if any, room for modification.
- Modify the offer to push it closer to perceived market value:
 - Within the basic structure already on the table....this means only a handful of terms would be modified so as not to change the fundamental dynamics of the offer
 - Participate in the rental stream to assure common objectives
 - Participate in the equity on some preferred basis
- Separate RLF and CEI

• Recommendations

- If committed to RLF, the deal may have merit.
- Target value threshold for entering into negotiation and allowing CEI to accept or reject
- Provide a reasonable period for CEI to reach agreement with RLF
- Place less emphasis on CPI
- Instead accept deal fundamentally as it has emerged so far but focus on safeguards to modify costs that impact value...if within 10%, adopt shared rental streams going forward against a modestly increasing base rent....if greater than 10%, assume equity participation in addition to shared gross rents
- Recognize time necessary to finalize deal
- Recognize need for some flexibility in terms
- Recognize obligations imposed by *participating* in the financial arrangement

Via electronic mail

November 22, 2010

Dori DeBord, AICP
Economic Development/CRA Director
City of Winter Park
401 Park Avenue
Winter Park, Florida, 32789-4386

Re: Ground Lease Response to Open Issues

Dear Dori:

From CEI's perspective, together we have made significant progress on completing a mutually acceptable Ground Lease for the State Office Building and underlying land in Winter Park, Florida. However, as you know, there are still some remaining issues that need to be quickly addressed and resolved.

1. Upfront cash payment – The City has asked for an upfront payment of \$250,000, which CEI construes to be, in effect, a front-end ground lease payment, since we will not own the property or the improvements. We are willing to accept this additional financial burden, provided that it is paid in three installments in the following manner: \$50,000 paid 90 days after the execution of the Ground Lease and refundable until the Conditional Use Approval is confirmed by the City; \$100,000 paid within 10 days after a full building permit is received by CEI; and \$100,000 within 30 days after a certificate of occupancy has been obtained for the completed Building. During the first 90 days after the execution of the Ground Lease, CEI will perform all of its necessary Due Diligence, finalize and sign a space lease with RLF, and secure commitments for debt and equity. We will also be completing the required schematic drawings needed for the processing of the Conditional Use Approval. If for any reason the results of our Due Diligence investigation prove unsatisfactory, CEI can unilaterally terminate the ground lease. We obviously cannot accept the existing Building and the underlying land in “as-is” condition, as you initially proposed, without first completing a thorough and thoughtful study. In the event that we would terminate the Ground Lease during the initial 90-day period, we would provide all of our Due Diligence studies to the City at no cost.
2. Initial Ground Lease Rent – Although your requested \$115,000 annual initial ground rent stretches the economic feasibility of the project, we will accept this figure as the starting rent payment. Please remember that we are also committing to pay the City an additional \$250,000 of upfront rent as indicated in #1 above. The annual ground rent would be paid in 12 monthly installments (although administratively, we would prefer quarterly payments), commencing 30 days after a certificate of occupancy has been

obtained, confirming the completion of the renovated Building. We recognize that a 6.5% sales tax is applied to the ground rent, and therefore, our actual out-of-pocket cost will be \$122,475.

3. Rent Escalations – As we have discussed, CEI cannot agree to rent escalations that are unconditionally tied to the increases in the Consumer Price Index (CPI). It would be impossible for us to obtain debt and equity funding under such an onerous condition, and further, it would be impossible to pass such an unpredictable expense through to building tenants. We previously suggested that the ground rent be escalated every 7.5 years at 50% of the CPI, to be not less than 10% and not more than 15%. Reluctantly, CEI would agree, as a compromise, to escalations every 5 years at 60% of CPI, bracketed at not less than 5%, and not greater than 10%. Alternatively, we discussed the concept of a participating ground rent, and accordingly, we propose the following: 5% of adjusted gross revenues (total revenues received less real estate taxes paid) over \$1.4 million, paid annually within 90 days after the end of each calendar year.
4. Initial Term of Lease – We accept your compromise proposal for an initial ground lease term of 50 years, commencing on the first day of the month following receipt of a certificate of occupancy for the completed renovated Building.
5. Lease Term Extensions – CEI proposes two, 10-year lease extensions. Your proposals for investing additional money into the leasehold improvements are, in our opinion, impractical and infeasible. It would be virtually impossible to infuse substantial dollars into the improvements without having a fully vacated building. Further, investing substantial sums of money 15 years in advance of a lease term extension could not be justified without prescient knowledge of future events. We understand the City's objective to ensure that the Lessee maintains the Building in a Class A condition, especially during the waning hours of the lease term. Our proposal to the City would be as follows: Tenant may exercise one or both of its 10 year renewal terms, with 12 months written notice, if Tenant invests a minimum of \$4 million, calculated cumulatively, between years 21 and 49 of the initial ground lease term. We also would agree to a good faith effort to maintain the Building to a high quality standard, which is our intention.
6. Lease Subordination – We agree that the ground lease shall not be subordinated to our financing. This condition negatively impacts our ability to finance the project, but we understand the reasons for the City to remain unyielding.
7. Corporate Guarantee – We appreciate your reconsideration of this added requirement, and it will be deleted as a ground lease provision.
8. Project Completion Date – Provided that the ground lease is executed by year end, we will agree to a project completion date of 6/30/2012 (18 months after lease execution). If the execution of the Ground Lease is delayed, then the project completion date shall be postponed by an equivalent amount of time. Further, if the Conditional Use Approval extends for more than 4 calendar months, then this project completion date will similarly be extended by an equivalent amount of time. In the event that the project completion date is not met, but the Building is under construction, Tenant shall have the

right to extend the project completion date for up to six additional months, with the payment of \$5,000 per month to the City. Remember that the City will have already been paid \$150,000 of non-refundable upfront payments.

9. Property Conveyance – As indicated in #1 above, CEI will require a 90-day Due Diligence period, during which time CEI will be completing all of its required investigation studies, finalizing and signing an office space lease with RLF, and finalizing the equity and debt funding. During this due diligence period, CEI will be expending sums of money in completing its studies and in performing design work, which will become the property of the City in the event that CEI elects to terminate the ground lease. Also, during this period, the Conditional Use Approval will be pursued in concert with the City.
10. Tree area and parking area – CEI agrees that these areas will be retained by the City, but maintained during the life of the ground lease, by CEI.
11. LEED Certification – CEI and RLF Architects will design the renovated Building in such a manner as to qualify for LEED certification, although such certification may or may not be sought, in the discretion of CEI/RLF.
12. RLF participation – CEI agrees that it will be a condition of the Ground Lease that a long term (10 years or more) office lease shall be negotiated with RLF as the lead tenant in the renovated Building.

Although there are a few other minor language modifications that may need to be made to the Ground Lease draft, we believe that we have captured the essence of the major items under discussion. Please note that we will need to have our Florida attorney review the document prior to execution for purposes of confirming legal sufficiency, not with respect to renegotiating agreed business terms. Also, at your earliest convenience, please provide us with the “Permissive Use Agreement” which is reference in section 1.03 in the draft agreement.

Please be assured that CEI remains highly enthusiastic about this State Office Building ground lease opportunity. We have confirmed that RLF is still “on-board” to become the lead office tenant in the renovated Building, provided that we can wrap up our negotiations in a timely manner, and provided that the terms and conditions of the ground lease do not negatively impact the financial parameters of its office lease.

We look forward to hearing back from you shortly.

Very truly yours,

R. Jeffery Arnold
President

cc: Craig Starkey, Susan Eastridge, Carl Adams
Peter Moore

Dori Debord

From: Jeffery Arnold [jarnold@concordeastridge.com]
Sent: Monday, January 10, 2011 4:51 PM
To: Dori Debord
Cc: Craig Starkey
Subject: Updated Ground Lease Proposal
Attachments: Ground Lease response to issues.docx; RLF NPV Final 1 10 11.pdf

Dori,

Based on our telephone conversation last Friday, we have updated (and enhanced) the economic terms of our ground lease proposal to hopefully be more aligned with the stated financial valuations and requirements set forth by the City Commissioners.

We refer you to our revised written proposal, dated November 22, 2010, as the baseline wherein we modified our originally submitted offer in response to the City's RFP. We have attached this email hereto for your easy reference. As we discussed and confirmed last Friday, all of our modifications per our November 22nd email, appear to be acceptable to the City and to Concord Eastridge (CEI) EXCEPT for Item 2 ("Initial Ground Lease Rent") and Item 3 ("Rent Escalations") which you have indicated need further modifications. Accordingly, we offer the following replacement language to Items 2 and 3 below:

2. Initial Ground Lease Rent – Our original annual Ground Rent offer, as you may recall, was \$99,750. After exhaustive analyses, it is clear that the highest initial annual Ground Rent that we can afford to pay is \$115,000 (which is \$122,475 including taxes). As we recently indicated, this amount of Ground Rent equates to 8.6% of the projected gross rent for a 100% occupied building (or 8.9% of the projected gross rent for a 95% occupied building). By industry standards, an appropriate ground rent is typically between 6.5% and 7.5% of effective gross income, and so by comparison, 8.6% is exceptionally high and quite burdensome to the transaction. Administratively, we will begin to pay the Ground Rent commencing thirty (30) days after a Certificate of Occupancy has been issued for the renovated Building, with installments made on a quarterly basis, in arrears.

3. Rent Escalations – CEI will agree to an accruing increase in the Ground Rent equal to 90% of the increases in the applicable Consumer Price Index (CPI), but not to exceed 2.35% per year in any one year. The cumulative CPI increases, as limited by the constraints of the previous sentence, would be calculated, summed up, and put into effect every five years of the Ground Lease Term, and thereafter, would remain flat until the next adjustment is made five years later. [This offer is improved from our last revised position whereby we offered to pay 60% of the CPI every 5 years, with a maximum increase of 10% (2% per year)]. We cannot agree to a more aggressive escalation schedule inasmuch as there is no feasible way for us to raise our revenues from signed office space leases to absorb or offset such Ground Rent increases. However, in order to help make the Ground Rent structure more attractive to the City, we will agree to introduce a participation feature as follows: 7% of effective gross revenues over \$1.9 million, payable 90 days after the end of each calendar year. In our proforma, we forecast a 2.5% annual increase in office rents (which is relatively standard in the industry) over the Term. Accordingly, the Building revenues should exceed \$1.9 million in the 15th year of the Term. At that point, we would pay the City, as additional Ground Rent, 7% of gross revenues exceeding this minimum threshold, thus adding to the Ground Rent payments for the remaining years of the Term. Attached is a revised NPV spreadsheet (originally created by your office) that shows the additive impact of this

proposed participation for the City, which yields a NPV of the Term of nearly \$3.5 million. To protect our downside, we qualify our offer on the condition that in the event that the effective gross revenues for the Building fall below \$1.45 million in any given year, then the CPI increase in such year or years will be abated.

We hope that you find these modifications as set forth above to be a clear indication on our part to make this Ground Lease acceptable to the City. Let us know your thoughts. I personally intend to be present at the public hearing on January 24th when the Commissioners vote on this transaction.

Best, Jeff

R. Jeffery Arnold
President

Call Toll Free 1.877.850.5070

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State Office Building NPV Analysis

	Initial Offers						Current Status of Deal Structure							
	Inputs/Assumptions						Assumptions provided by CEI							
	\$	250,000	Initial Cash Pmt				2.50%	Annual Rent Growth						
	\$	115,000	Initial Lease Payment				\$	1,900,000	Participation Threshold					
	2.62%	20 Yr Historical Annual Average Change in CPI					5%	Share of Rents in excess of Threshold						
	13.80%	5 Yr Cumulative Change of CPI (Compounded)					24	Rent per SF						
	8.28%	60% of 5 Yr Cumulative Change in CPI (Compounded)					5%	Vacancy						
							\$	1,438,095	CEI Est. Gross Rent yr 1					
							2.35%	CEI's max annual threshold for CPI escalation (approx 90% of historical CPI)						
							11.75%	5 Year adj based on 2.35% maximum CPI adjustment X 5						
City's Initial Counter Offer				CEI's Initial Counter Offer			CEI's Current Offer							
Year	Full CPI adj Annually			60% CPI adj 5 Yrs			90% CPI adj 5 Yrs				With Participation	No Participation		
	Initial Cash Pmt	Annual Lease	Total	Initial Cash Pmt	Annual Lease	Total	Gross Rent	City Share	Initial Cash Pmt	Annual Lease	Total	Total		
0	150,000		150,000	150,000		150,000			150,000		150,000	150,000		
1	100,000	115,000	215,000	100,000	115,000	215,000	1,366,190	-	100,000	115,000	215,000	215,000		
2		118,013	118,013		115,000	115,000	1,400,345	-		115,000	115,000	115,000		
3		121,105	121,105		115,000	115,000	1,435,354	-		115,000	115,000	115,000		
4		124,278	124,278		115,000	115,000	1,471,237	-		115,000	115,000	115,000		
5		127,534	127,534		115,000	115,000	1,508,018	-		115,000	115,000	115,000		
6		130,875	130,875		124,525	124,525	1,545,719	-		128,513	128,513	128,513		
7		134,304	134,304		124,525	124,525	1,584,362	-		128,513	128,513	128,513		
8		137,823	137,823		124,525	124,525	1,623,971	-		128,513	128,513	128,513		
9		141,434	141,434		124,525	124,525	1,664,570	-		128,513	128,513	128,513		
10		145,140	145,140		124,525	124,525	1,706,184	-		128,513	128,513	128,513		
11		148,942	148,942		134,839	134,839	1,748,839	-		143,613	143,613	143,613		
12		152,845	152,845		134,839	134,839	1,792,560	-		143,613	143,613	143,613		
13		156,849	156,849		134,839	134,839	1,837,374	-		143,613	143,613	143,613		
14		160,959	160,959		134,839	134,839	1,883,308	-		143,613	143,613	143,613		
15		165,176	165,176		134,839	134,839	1,930,391	1,520		143,613	145,132	143,613		
16		169,503	169,503		146,008	146,008	1,978,651	3,933		160,487	164,420	160,487		
17		173,944	173,944		146,008	146,008	2,028,117	6,406		160,487	166,893	160,487		
18		178,502	178,502		146,008	146,008	2,078,820	8,941		160,487	169,428	160,487		
19		183,178	183,178		146,008	146,008	2,130,791	11,540		160,487	172,027	160,487		
20		187,978	187,978		146,008	146,008	2,184,060	14,203		160,487	174,690	160,487		
21		192,903	192,903		158,101	158,101	2,238,662	16,933		179,344	196,278	179,344		
22		197,957	197,957		158,101	158,101	2,294,628	19,731		179,344	199,076	179,344		
23		203,143	203,143		158,101	158,101	2,351,994	22,600		179,344	201,944	179,344		
24		208,465	208,465		158,101	158,101	2,410,794	25,540		179,344	204,884	179,344		
25		213,927	213,927		158,101	158,101	2,471,064	28,553		179,344	207,898	179,344		
26		219,532	219,532		171,197	171,197	2,532,840	31,642		200,417	232,059	200,417		
27		225,284	225,284		171,197	171,197	2,596,161	34,808		200,417	235,226	200,417		
28		231,186	231,186		171,197	171,197	2,661,065	38,053		200,417	238,471	200,417		
29		237,243	237,243		171,197	171,197	2,727,592	41,380		200,417	241,797	200,417		
30		243,459	243,459		171,197	171,197	2,795,782	44,789		200,417	245,207	200,417		
31		249,838	249,838		185,376	185,376	2,865,676	48,284		223,966	272,250	223,966		
32		256,384	256,384		185,376	185,376	2,937,318	51,866		223,966	275,832	223,966		
33		263,101	263,101		185,376	185,376	3,010,751	55,538		223,966	279,504	223,966		
34		269,994	269,994		185,376	185,376	3,086,020	59,301		223,966	283,267	223,966		
35		277,068	277,068		185,376	185,376	3,163,171	63,159		223,966	287,125	223,966		
36		284,327	284,327		200,731	200,731	3,242,250	67,112		250,283	317,395	250,283		
37		291,776	291,776		200,731	200,731	3,323,306	71,165		250,283	321,448	250,283		
38		299,421	299,421		200,731	200,731	3,406,389	75,319		250,283	325,602	250,283		
39		307,266	307,266		200,731	200,731	3,491,548	79,577		250,283	329,860	250,283		
40		315,316	315,316		200,731	200,731	3,578,837	83,942		250,283	334,224	250,283		
41		323,577	323,577		217,357	217,357	3,668,308	88,415		279,691	368,106	279,691		
42		332,055	332,055		217,357	217,357	3,760,016	93,001		279,691	372,692	279,691		
43		340,755	340,755		217,357	217,357	3,854,016	97,701		279,691	377,392	279,691		
44		349,683	349,683		217,357	217,357	3,950,367	102,518		279,691	382,209	279,691		
45		358,845	358,845		217,357	217,357	4,049,126	107,456		279,691	387,147	279,691		
46		368,246	368,246		235,360	235,360	4,150,354	112,518		312,554	425,072	312,554		
47		377,894	377,894		235,360	235,360	4,254,113	117,706		312,554	430,260	312,554		
48		387,795	387,795		235,360	235,360	4,360,466	123,023		312,554	435,578	312,554		
49		397,955	397,955		235,360	235,360	4,469,477	128,474		312,554	441,028	312,554		
50		408,382	408,382		235,360	235,360	4,581,214	134,061		312,554	446,615	312,554		
NPV Results at 5% and 6% Discount Rate														
5%	\$3,541,647			\$2,895,199							\$3,524,343	\$3,187,301		

*NPV Figures presented indicate a low to high end of expected return assuming all assumptions and maximum rent escalation are met over 50 years.



city commission public hearing

item type	Public Hearing	meeting date	January 24, 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 is the second reading of the ordinance. This Ordinance provides for the establishment of a fee for entry for dogs entering into the off-leash portion of Fleet Peoples Park, enforcement, penalties and fines for violations of the Fleet Peoples 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 Peoples Park.

motion | recommendation

Approval of the Ordinance providing for legal basis for establishing entry fees for the off-leash portion of Fleet Peoples Park and enforcing the entry pass policy of the off-leash portion of Fleet Peoples Park.

summary

The City Commission has approved a policy providing for required entry fees for use of the off-leash portion of Fleet Peoples 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. 2835-11

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, CODIFICATION, 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 24 day of January, 2011, by the City Commission of the City of Winter Park, Florida.

MAYOR KENNETH W. BRADLEY

ATTEST:

CYNTHIA BONHAM, CITY CLERK



city commission public hearing

item type	Public Hearing	meeting date	January 24, 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: See new text in yellow for the Jan. 24th meeting

This is the second reading. It was tabled on January 10th per staff's recommendation based upon knowledge that conversations were being undertaken with the City of Maitland regarding the annexation by Maitland for all or a part of the Ravaudage project. This ordinance and a previous de-annexation ordinance were adopted subject to annexation-de-annexation agreements. In both agreements Benjamin partners agrees to re-annex not only the subject property but the entire project. While there have been questions raised about the enforceability of the agreements, our City Attorney, Larry Brown, says the best way to assert the legality of the agreements is for the City to perform its responsibilities under the agreements so that we may then legally demand that Benjamin Partners perform it's legal responsibilities. Based upon that advice the City Commission should approve the second reading of this ordinance.

In the meantime the City Managers and Planning Directors of both cities have met to discuss this issue. Staff of both cities agree that an interlocal agreement between the two cities is advisable to clarify future boundary lines. Staff will arrange a meeting between the two Mayors and proceed with development of that interlocal agreement.

background

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.

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.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

Formatted: Indent: First line: 0.5", Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

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

ORDINANCE NO. 2834-11

**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 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 24th day of January, 2011.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Public Hearing	meeting date	January 24, 2011
prepared by	Troy Attaway	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 abandon a portion of the utility easement at 1211 College Point, Winter Park, Florida.

motion | recommendation

Approve request to abandon

background

A request has been received by the property owner at 1211 College Point to abandon the existing utility easement that encumbers the eastern 30 feet of his property. The easement is the result of a right of way vacation which occurred in 1963 whereby the City vacated a portion of the platted right of way known as College Point but reserved a utility easement over the entire portion of vacated right of way (City Ordinance 760, recorded in O.R. Book 1274, Page 89). On file are letters of no objection from every applicable utility provider. Since there is a private park located at the end of the existing utility easement and since this park has a possibility of requesting utility services in the future, it's advisable to retain 7.5 ft of the existing utility easement for future use. There currently exists a 20' wide utility easement adjacent and contiguous to the east of this parcel of which the City will reserve a minimum 7.5' for future utility purposes if a future request to abandon is received by the adjacent property owner at 1250 College Pt. (currently Allan Novotny) providing a 15' foot wide easement. This is a standard width easement which is large enough to support any future utility need for the park.

alternatives | other considerations

Abandon all of the easement area, which could reduce the ability to serve the private park if services were ever requested.

Abandon none of the easement area. This is not appropriate as the City has an obligation to remove encumbrances if there is no use or foreseeable future use of the easement.

fiscal impact

None

strategic objective

N/A

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 1211 COLLEGE POINT, 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 N05°20'W 350 FEET, THENCE N18°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", VIRGINIA HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "G", PAGE 107, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: N58°54"E 19.53 FEET; THENCE N05°53'00"E 31.77 FEET; THENCE N06°39'00"W 28.60 FEET; THENCE N19°11'00"W 71.40 FEET; THENCE LEAVING SAID EASTERLY LOT LINE, RUN S59°56'26"E A DISTANCE OF 122.11 FEET; THENCE S38°41'34"W A DISTANCE OF 75.17 FEET; THENCE S19°34'04"W A DISTANCE OF 37.94 FEET TO THE POINT OF BEGINNING. (LESS THE EASTERLY 7.50 FEET THEREOF).** 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 _____ day January, 2011.

Mayor Kenneth Bradley

ATTEST:

City Clerk Cynthia S. Bonham

72

919661 RECORDED

DEC 2 9 11 AM 1963

OR 1274 PAGE 89

ORDINANCE NO. 760

AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, VACATING A PORTION OF THAT CERTAIN
STREET NAMED COLLEGE POINT ON THE STREET
PLAN OF THE CITY OF WINTER PARK.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK,
FLORIDA:

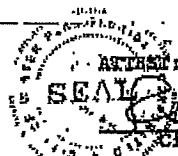
1. That the following described portion of College Point,
a public street in the City of Winter Park, Florida, be and the
same is hereby vacated and closed as a public street and thorough-
fare of the City of Winter Park:

From the Southeast corner of the Northwest 1/4 of
the Southeast 1/4 of Section 7, Township 22 South,
Range 30 East, run West 200 feet along the South
boundary of the Northwest 1/4 of the Southeast 1/4
of said Section 7; thence run North 5° 20' West 350
feet; thence North 48° 25' East 95 feet for the Point
of Beginning; run thence North 71° 35' West 30.00 feet;
thence North 18° 25' East 25 feet; thence North 5° 53'
East 28.6 feet; thence North 6° 39' West 28.6 feet;
thence North 19° 11' West 71.4 feet; thence South
59° 56' 26" East 177.3 feet; thence South 73° 23' West
45 feet; thence South 35° 05' West 27 feet; thence
South 36° 43' West 27 feet; thence South 18° 25' West
25 feet to the Point of Beginning.

2. There is hereby retained and reserved by the City an easement over, under and upon the above described property, such easement to be used for the installation and maintenance of sanitary sewer lines, storm drainage and public utilities.

3. This Ordinance shall take effect immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the
City of Winter Park, Florida, on the 19th day of November, 1963.



ATTEST:

SEAL

City Clerk

Mayor-Commissioner

RECORDED & RECORD VERIFIED

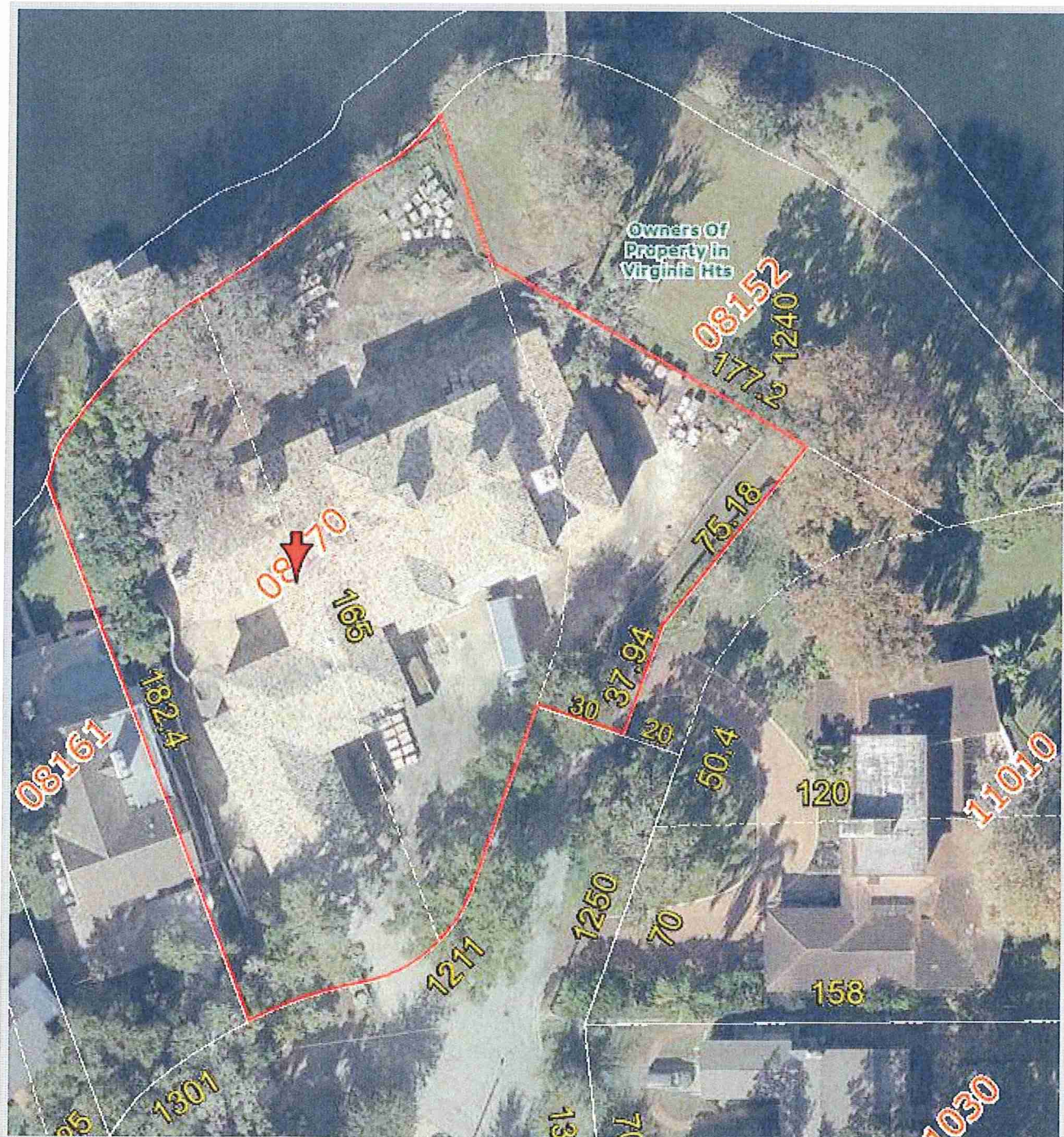
Clerk of
Circuit Court, Orange Co., Fla.

City of Winter Park
City Hall
Winter Park, Florida




OCPA Web MAP

PRINT CONTACT



Parcel ID: 302207890808170

0  25 ft

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

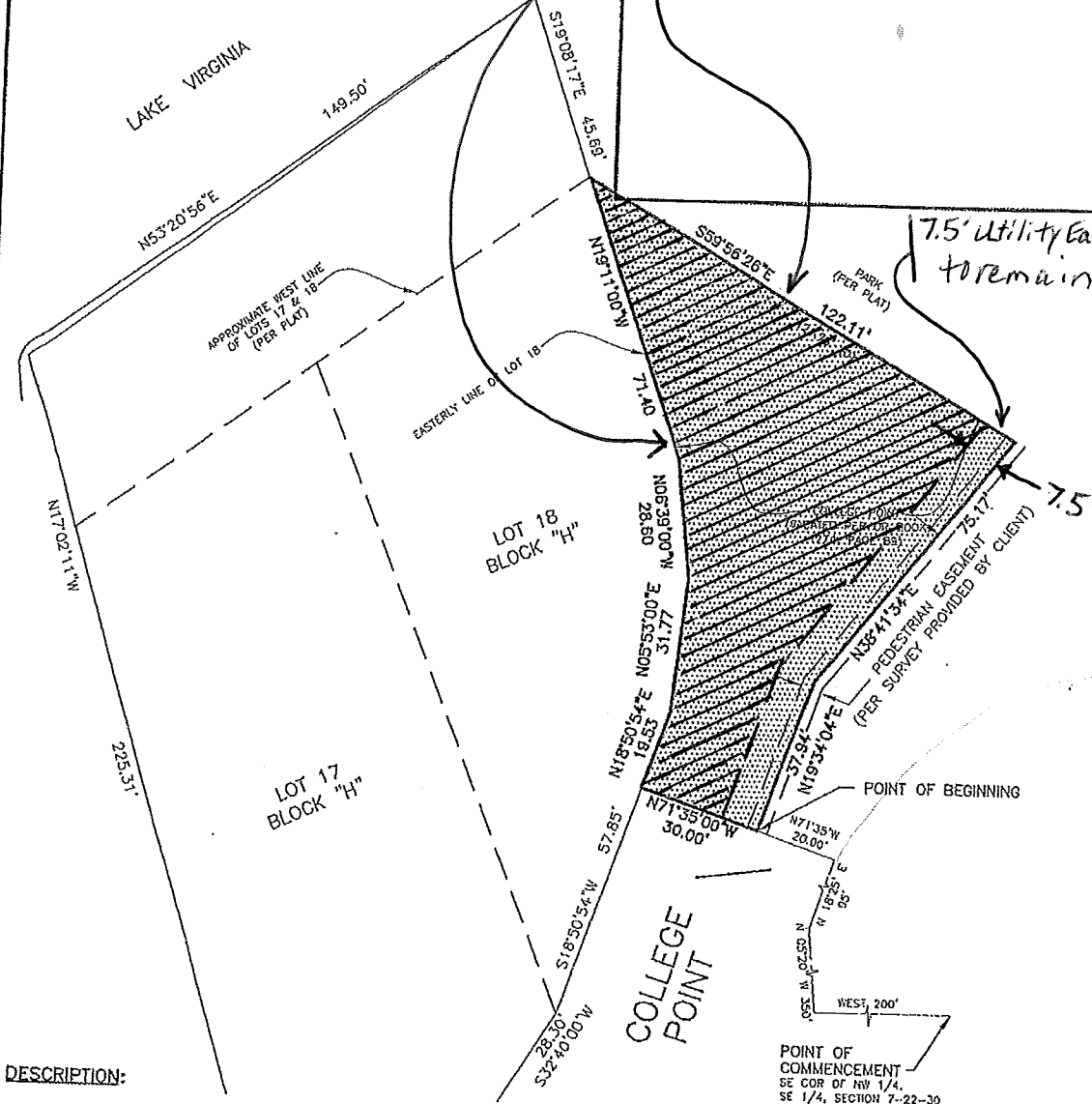
Created on 1/7/2011, Copyright 2007. Orange County Property Appraiser.

SKETCH OF DESCRIPTION OF A PORTION OF COLLEGE POINT

PORTION OF Utility Easement
to be vacated

7.5' Utility Easement
to remain

BASIS OF BEARINGS: SOUTH LINE OF NW 1/4 OF SE 1/4
SECTION 7-22-30 HAVING A BEARING OF WEST (ASSUMED)



**HENRICH-LUKE &
SWAGGERTY, LLC**



surveyors & mappers
1260 Belle Avenue
Suite 207
Winter Springs, Florida 32708
(407) 647-7346
FAX (407) 647-8097
Licensed Business No. 7276

Job No: E-7488.1
Field Date: 9-22-10
Drawn By: mil
Field By:
Scale: 1"=40'

THIS SURVEY MAP AND REPORT OR THE
COPIES THEREOF ARE NOT VALID WITHOUT THE
SIGNATURE AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVIEW COPY
Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

FILE: 27-10.1



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: _____

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, appearing to read '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.

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 24, 2011
prepared by department division	Chief Brett Railey Police Department Administration	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

Red Light Camera Resolution designating \$2.00 of each paid citation to be utilized for police training

motion | recommendation

Recommend Approval, pursuant to the Municipal Traffic Light Safety Act enacted by Ordinance in Article VI, Chapter 98 of the Code of Ordinances of the City of Winter Park

summary

The approval of this Resolution would designate \$2.00 for each red light running paid citation to the Police Department for the sole purpose of police training, as is done with all Uniform Traffic Citations that are issued by the Winter Park Police Department. All monies paid over and dedicated to the Police Department will be utilized for appropriate police training as determined by the Chief of Police, consistent with appropriate standards for police training, including those standards set out by the Florida Department of Law Enforcement.

board comments

N/A

RESOLUTION NO. 2073-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, PURSUANT TO ITS HOME RULE AUTHORITY, DECLARING THAT TWO DOLLARS (\$2.00) OF EACH PAID CITATION PURSUANT TO THE MUNICIPAL TRAFFIC LIGHT SAFETY ACT ENACTED BY ORDINANCE IN ARTICLE VI, CHAPTER 98 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK, SHALL BE DEDICATED AND USED FOR APPROPRIATE POLICE OFFICER TRAINING.

WHEREAS, the City Commission of the City of Winter Park, Florida has home rule authority to take any action in the furtherance of the interest of the City of Winter Park and its citizens so long as such action is not expressly prohibited by the Constitution or Florida Statutes; and

WHEREAS, as authorized by the Mark Wandall Traffic Safety Act, CS/HB 325, signed into law by the Governor of Florida on May 12, 2010 (resulting in the creation of Chapter 2010-80, Laws of Florida), the City by Ordinance has enacted its Traffic Light Safety Act in Chapter 98 of the Code of Ordinances of the City of Winter Park; and

WHEREAS, pursuant to the Mark Wandall Traffic Safety Act and Chapter 98 of the City Code, the City is authorized to receive revenue derived from the operation of the red light camera safety program; and

WHEREAS, the City Commission has determined that it will be in the best interest of the citizens of the City of Winter Park that a portion of the revenue derived from the operation of the traffic light safety program enacted pursuant to these authorities shall be devoted to police training.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida as follows:

Section 1. Two dollars (\$2.00) of each paid citation as a result of an infraction determined under and pursuant to the authority of Chapter 98 of the City Code, Article VI: The Traffic Light Safety Act, shall be paid over and dedicated solely to appropriate police training as determined by the Chief of Police, consistent with appropriate standards for police training, including those standards set out by the Florida Department of Law Enforcement.

Section 2. The recitals set forth above are hereby adopted and incorporated herein by reference.

Section 3. The City Manager and Chief of Police for the City of Winter Park shall maintain appropriate records showing the amount of such funds dedicated and

utilized for purposes of law enforcement officer training, and showing in reasonable detail the training actually delivered to law enforcement personnel of the City of Winter Park pursuant to the use of the funds dedicated for this purpose pursuant to this Resolution.

Section 4. This Resolution shall be published once in a newspaper of general circulation published in the City of Winter Park, Florida.

Section 5. This Resolution shall become effectively 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 24th day of January, 2011.

Kenneth W. Bradley, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk