



# city commission agenda

Regular Meeting

3:30 p.m.  
February 14, 2011  
Commission Chambers

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

## welcome

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

## meeting procedures

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

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

1	Meeting Called to Order	
2	Invocation Troy Attaway, Public Works Director Pledge of Allegiance	
3	Approval of Agenda	
4	City Board Reports & Updates	Projected Time
5	Mayor's Report a. Happy Valentine's Day	Projected Time
6	City Manager's Report a. Strategic Recreation Programming Plan	Projected Time 15 minutes

<b>7</b>	<b>City Attorney's Report</b>	<b>Projected Time</b>
<b>8</b>	<b>Non-Action Items</b>	<b>Projected Time</b>
<b>9</b>	<b>Citizen Comments   5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)</b> (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	<b>Projected Time</b>
<b>10</b>	<b>Consent Agenda</b>	<b>Projected Time</b>
	<ul style="list-style-type: none"> <li>a. Approve the minutes of 1/24/11.</li> <li>b. Authorize incentives to existing and new utility billing customers for utilizing green billing and collection practices.</li> <li>c. Approve the electronic scanning fee of \$1.00 per page for large building plans of building permit applicants for electronic file storage.</li> <li>d. Approve award of RFP-3-2011 for Contract Management Software to Florida Business Technologies dba Informa Software; \$29,200.</li> <li>e. Approve the following purchases and contracts: <ul style="list-style-type: none"> <li>1. PR 146122 to Sternberg Lanterns for the owner direct purchase of decorative lights and bollards for the Community Center (36,064.52)</li> <li>2. PR 146128 to Performance Sports Systems for the owner direct purchase of athletic equipment for the Community Center (\$27,844.34)</li> <li>3. PR 146129 to Modernfold for the owner direct purchase of acousti seal products for the Community Center (\$39,370.35)</li> <li>4. PR 146145 to Hammerhead Trenchless Equipment for the purchase of a demo HB100 Hydroburst Pipe Bursting Machine (\$182,176.44)</li> <li>5. PR 146158 to Harwood Bricks for the purchase of bricks for the Community Center (\$43,410)</li> <li>6. PR 146163 to Turner Construction Company for the purchase and installation of audio visual/technological equipment for Community Center (\$239,855)</li> <li>7. Deduct change order #3 (\$1,217,133.58) against the contract as a result of sales tax savings) to Community Center contract with Turner Construction Company (RFQ-17-2009) and authorize the Mayor to execute the change order document</li> <li>8. Design/Build Utility Agreement with State of Florida Department of Transportation and authorize the Mayor to execute the agreement</li> <li>9. Task Authorization CDM-2011-01 with Camp Dresser &amp; McKee, Inc. (CDM) for Comprehensive Water, Wastewater and Reclaimed Water Rate Study and authorize the Mayor to execute the Task Order.</li> </ul> </li> </ul>	10 minutes

10. Change Order Request No. COR-010 with Turner Construction Company for the Community Center and authorize the Mayor to execute the change order
11. Piggybacking the Florida Sheriff's Association contract #10-18-0907 for the purchase of Pursuit, Administrative Non-Pursuit, Utility Vehicles, Trucks & Vans, & Other Fleet Equipment and authorize the Mayor to execute the Piggyback Contracts as required for specific vehicle purchases
12. Piggybacking the City of Orlando contract # IFB 11-0003-2 with B & T Woods, Inc. for Transmission Repair and Replacement and authorize the Mayor to execute the Piggyback Contract (\$10,000)
13. Piggybacking the Clay County contract #08/09-3 with Musco Sports Lighting, LLC for Sports Lighting and authorize the Mayor to execute the Piggyback Contract and approve a Blanket Purchase Order (Total expenditure (\$200,000))

11 Action Items Requiring Discussion	Projected Time
a. Settlement agreement with New England Partners LLC	20 minutes
b. Electric bond funded capital projects	30 minutes
c. Design and construction process for golf course Starter's House (Pro Shop)	20 minutes
d. Re-amortization of funding in police and fire pension plans	10 minutes
e. Offer of a sculpture <i>White "A"</i> by Winter Park resident Micheline Kramer to the City for a 10 year period on Morse Boulevard	10 minutes
f. Targeted Industry Enhancement (TIE) Program approval	20 minutes
g. Authorize Commissioner Cooper and City Manager Knight to investigate/explore options with the United States Postal Service for possible future acquisition of the New York Avenue property.	15 minutes
12 Public Hearings	Projected Time
a. <b>Ordinance</b> -Vacating City utility easement at 1211 College Point (2)	5 minutes
b. <b>Resolution</b> -Calling for a public hearing to discuss undergrounding of electric/CATV facilities to be paid in part by special assessments levied against properties abutting North Phelps Avenue and Bryan Avenue	5 minutes
c. <b>Resolution</b> -Subordinating easements to Florida Department of Transportation to accommodate widening initiative for Interstate Highway Four (I-4) – Parcels 469.7R, 467.22 and 466.4	5 minutes
d. <b>Resolution</b> -Allowing local regulation of smoking and the possession of tobacco products in municipal and county parks and recreation areas	5 minutes
e. <b>Resolution</b> -Adopting Leadership in Energy and Environmental Design (LEED) and Florida Green Building Coalition (FGBC) Standards	5 minutes

13 City Commission Reports	Projected Time
<ul style="list-style-type: none"><li>a. Commissioner Anderson</li><li>b. Commissioner Dillaha<ul style="list-style-type: none"><li>1. Tree Replanting Policy and Plan. Strategic Initiative: Quality Environment</li><li>2. Consideration to update policies regarding the sale or change of use of parkland (to provide further protections of parkland)</li></ul></li><li>c. Commissioner Cooper</li><li>d. Commissioner McMacken</li><li>e. Mayor Bradley</li></ul>	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."





# city commission city manager's report

item type Non-Action Item

meeting date February 14, 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><b>Police:</b> Briefs were filed, a conference call for clarification was held on January 31<sup>st</sup> and we are currently awaiting the magistrate's recommendations.</p> <p><b>Fire:</b> The Fire Union recently installed new officers. With the cooperation of the new officers, the Union and the City's bargaining team have reached a draft three year contract for approval by the Union members and the City Commission. The Union will vote on this contract February 15-17<sup>th</sup> and if approved it will come to the City Commission for approval on the 28<sup>th</sup>. If the contract is unsuccessful, the impasse hearing on the previously drafted contract and the recommendations of the special magistrate will be held on February 21<sup>st</sup>.</p>	Open
Pension Study	Phase I of the pension study, smoothing the funding spike, is complete. The report and corresponding recommendations are included in the February 14 <sup>th</sup> Commission agenda.	Open
Lee Road Median Update	Plans have been submitted to FDOT for approval.	Open
Pro Shop Renovation	This item is on the February 14 <sup>th</sup> agenda.	Open

Historic District	The City received a favorable review by the State of Florida on January 20th. The report has been forwarded to the Federal Government for final approval.	Open
Community Center	Construction is underway. A Program Manager has been selected.	Open
State Office Building Project	The City Commission voted against entering into a long-term lease with CEI.	Closed
Park Ave Area Task Force	The contract is being finalized between our attorney and Engauge and should be signed within the next week. The marketing project should begin by the end of the month. Staff has talked to FDOT regarding our wayfinding criteria and Engineering is putting the final touches on the submittal.	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>Meetings were held with property owners and business owners regarding the potential impacts of installing medians. The City Manager reported to the Commission on 1/24/11 and the Commission directed staff to move forward with the project as planned.</p>	Open
Fairbanks/Orange/Pennsylvania	Work on the five point intersection is underway and will occur in the evenings. Street light installation is also underway beginning from the Lakemont intersection.	Open
Transportation Plan	Workshop is scheduled for February 7 <sup>th</sup> from 5-6 pm. Included in the presentation will be a discussion related to the Winter Park Health Foundation's ACHIEVE Team's efforts to articulate the City's efforts to be pedestrian and cyclist friendly.	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
Hazardous Waste	Staff met with members of Orange County staff in late January. Discussions were positive and it appears terms for an agreement have reached. Staff expects to receive contract language shortly and have on the February 28 <sup>th</sup> agenda for approval.	Open
Construction Valuation	During the first quarter of FY11 (Oct-Dec, 2010) we received plans into the Building Department with construction valuations totaling over \$32 million. This is the largest first quarter construction valuation since 2005 and second largest first quarter ever in the City.	Just Info.
Ethics	The transparency and procurement process will be addressed during the February 28, 2011 meeting.	Open

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

**REGULAR MEETING OF THE CITY COMMISSION**  
**January 24, 2011**

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

The invocation was given by Reverend John Williams, Ward Chapel AME, 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

Mayor Bradley provided his condolences to Mrs. Tom Ivey and family for the passing of Commissioner Tom Ivey and offered a moment of silence to honor him. Mayor Bradley provided comments as to Mr. Ivey's constant support of City staff throughout the years and for his dedicated service as City Commissioner from 1968-1972 and from 1983-1988.

**Approval of the agenda**

Mayor Bradley requested to table Item 5A since additional work needs to be done and that Item 11A is addressed following the Mayors Report. **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.**

**City Board Report and Update**

Code Enforcement Board Chairman Thomas Sacha provided a Powerpoint presentation to include their overall role, duties and responsibilities. He spoke about some of the challenges and recommendations they are facing right now. Mr. Sacha answered questions.

**Mayor's Report**

- a. Board appointment: Environmental Review Board

This item was tabled.

- b. Proclamation-General Election – March 8, 2011

**Motion made by Commissioner Anderson to accept the March 8, 2011 General Election Proclamation, seconded by Commissioner Dillaha. The motion carried unanimously with a 5-0 vote.**

- c. Proclamation-Tobacco Free Parks Month

Mayor Bradley proclaimed February 2011 as Tobacco Free Parks Month. He mentioned the health hazards and harmful effects with the exposure and use of tobacco products. Mayor

Bradley recognized our community partners, the Winter Park Health Foundation, the American Lung Association, the Orange County Tobacco Free Partnership and several other organizations for their outstanding achievements to help reduce the exposure of tobacco use in the community. He urged everyone to make the healthy choice by improving nutrition, increasing physical activity and eliminating tobacco use.

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

City Manager Knight addressed the Fairbanks Avenue median issue. As a follow up to several concerns that were raised by the surrounding neighbors and business owners at the Town Hall meeting on January 13, a meeting was held last week with Mr. Epstein and approximately 8 property and business owners that are against the installation of the medians. City Manager Knight said the main reason they are against it is because of the restricted access when making a direct left turn into their properties. He explained that they have put in as many median cuts that FDOT will allow therefore they cannot redesign the medians to create more access for property owners. He explained that this project is 90% designed and is scheduled to start this summer and that the project is not dependent on the medians. He addressed the four basic options: to eliminate the medians, go forward as is, change to a decorative paver type median or replace the asphalt to a side lane with a plan to install medians at some future date which would cost more. He indicated that time is of the essence because they are in the final approval process with FDOT so if they are going to change something in the project they need to decide that fairly soon.

Commissioner Cooper spoke about wanting to meet with the Public Works Department to understand the details more clearly before making a decision and suggested to postpone this to a later date. There was a brief discussion regarding other potential options, the assessment component and the possibility of staging the project so that it does not impact the small businesses in this tough economic time.

There was a consensus not to postpone this item. Mayor Bradley directed City Manager Knight to continue working on improving the area. City Manager Knight indicated that most of the work is scheduled during evening hours when the businesses are closed to help reduce inconvenience.

Commissioner McMacken commended City Manager Knight, the Historic Board and staff for their hard work on obtaining state approval of the Historic District designation for downtown. He said it will now go forth to the national level for official nomination.

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

No items to report.

### **Non-Action Items**

#### **a. Financial Report – December 2010**

Finance Director Wes Hamil summarized the December 2010 Financial Report and answered questions. Mayor Bradley asked if they can receive an update on the electronic billing request. City Manager Knight acknowledged.

**Motion made by Commissioner Cooper to accept the financial report as presented; seconded by Commissioner McMacken. The motion carried unanimously with a 5-0 vote.**

### **Public Comments**

Robert Laughlin, 255 Osceola Court, requested that the Commission rescind the vote by the Historic Board on item COR-10-005. Planning Director Jeff Briggs explained that he needs to file an appeal with the Historic Preservation Board and then it would come to the Commission for public comment and action. Mr. Laughlin indicated that he has already submitted the appeals paperwork. This item was deferred to City Manager Knight and Mr. Briggs to review the information submitted by Mr. Laughlin for proper format and procedures and to notify him. Mr. Briggs clarified that an individual has 30 days from the date of the meeting to file an appeal and that he has approximately 20 days remaining to do so.

A recess was taken from 5:06 p.m. to 5:29 p.m.

### **Consent Agenda**

- a. Approve the minutes of 12/16/10 and 1/10/11.
- 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 – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
  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

**Motion made by Commissioner McMacken to approve Consent Agenda items 'a', 'b', 'c'1. and 'c'3.-6.; seconded by Commissioner Anderson and carried unanimously with a 5-0 vote.**



Consent Agenda Item 'c 2'. - PR 146050 to Pierce Manufacturing, Inc. for Refurbishment of Fire Engine 64; \$252,836

Commissioner McMacken asked how long the refurbishment prolongs the life of the vehicle. Fire Chief White explained that the unit they are refurbishing has a 20 year life span and they are performing it during the middle of that life span which gives them another 10 years of using the vehicle for front line status use.

**Motion made by Commissioner McMacken to approve Consent Agenda Item 'c 2.'; seconded by Commissioner Anderson and carried unanimously with a 5-0 vote.**

**Action Items Requiring Discussion:**

- a. Proposed public/private partnership for the re-construction of Fire Station 64 (Howell Branch Road)

Fire Chief White spoke about the opportunity of a proposed Public/Private Partnership with AeroClave Incorporated for the reconstruction of Fire Station 64 (Howell Branch Road). He explained that 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 1950's by the Goldenrod-Dommerich Fire Protection District and operated as such until the 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. He indicated that the building was also not built to house personnel 24/7 as the first occupants were volunteer firefighters and that the building is currently on the City's Capital Improvement Plan for a scheduled renovation in the next five years.

Fire Chief White addressed the relationship that evolved in 2008 with AeroClave, a local Winter Park business that is involved with decontamination of large asset vehicles. He mentioned that they have been working with Dr. Brown at his facility using the decontamination process on their units which raises their level of confidence by helping to provide a safe environment and to stop infection and disease. He explained that they have been looking at ways to improve the current decontamination process and that is when they were approached by Dr. Brown about a new process they could use for the apparatus of their units.

Fire Chief White explained that they are seeking direction to further explore an opportunity to develop a Public/Private Partnership for the future re-construction of Fire Station 64. He said that Dr. Brown is interested in putting one of his facilities in one of the City's fire stations and creating a partnership. Fire Chief White said they have met with the City Attorney to look at the legal aspects along with the City Manager and the Fire Department officials and that it would be an excellent partnership and a great opportunity. He indicated that a positive motion would include direction to staff to further explore this opportunity and that it will not have any fiscal impact on the City and that no funds will be expended.

Dr. Ronald Brown, M.D., AeroClave Incorporated, stated that his business develops and operates large asset decontamination processes used for aircraft, vehicles and other larger items to help prevent the spread of disease. He explained what they have regarding room decontamination technologies and that they would like to have one of their units in a full size working Fire Department and that it is in their business plan to seek opportunities to develop

partnerships with private entities which have a need for regular use of these large decontamination assets. He indicated that they started working on conceptual drawings and that they have several investor-based colleagues that are interested in the project. He addressed options of how the project can be handled; they could build the station and lease it back to the City or the City can internally finance the station and sublet space for them to occupy. He said he does not see any risk to the City because they are willing to put the equipment up at no cost and if in the future they decide that the partnership is not working they would remove the equipment at no cost to the City. Fire Chief White, Dr. Brown and Medical Services Director Dr. Todd Husty answered questions.

**Motion made by Commissioner Anderson to enable the City Manager and Fire Chief White to continue discussions on a potential partnership, seconded by Commissioner Cooper. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

b. Amendment to High Performance contract regarding staff recommendation #2

Parks and Recreation Director John Holland explained that during the January 10 Commission meeting the Tennis Center Management contract was extended for a period of 12 months. Included in the contract extension was the Commission's directive 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, and club tournaments. They were also to include staff recommendation #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". Also, that High Performance Sports Management and the City review the fee structure to enable instructional fees to be charged consistent with the norms of the Central Florida area for municipal tennis clubs.

Mr. Holland explained that at the last Commission meeting there was a consensus to reconsider staff's recommendation #2 "reduce the required number of hard surface open play courts held during prime and non-prime times from 4 courts to 2 courts." Discussion ensued regarding the reduction of courts to allow for more tournament play. Commissioner Cooper asked if they move ahead tonight with that decision if they could provide a survey in 6 months, asking the members for feedback on this issue. Mr. Holland acknowledged.

**Motion made by Commissioner Anderson to approve staff recommendation #2 (reduce the required number of hard surface open play courts held during prime and non-prime times from 4 courts to 2 courts); seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried with unanimously with a 5-0 vote.**

c. Educational Plan regarding animal ordinance

Communications Director Clarissa Howard explained that 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 the Parks & Recreation Department developed an educational plan and put together a detailed map of proposed pet station locations. She indicated that 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. Ms. Howard explained that staff is proposing to launch the campaign in March pending that the installation of dog waste stations are in place.

Commissioner Cooper expressed concerns with the budget and asked how much they are planning to spend on the different items. Ms. Howard said that most of the \$40,000 is not going towards the educational aspect because they are using the existing communications tools that are already budgeted. She said approximately \$5,000 will go towards a promotional item because they believe that in order to help people comply they need to provide them with the right tools to do that, such as doggie bags. She explained that the majority of the costs would be towards implementing the dog waste dispenser systems at approximately 25 locations. She said they are first applying the dispensers to the entryways into the parks and then will address other areas as needed and by the request of the public.

Parks and Recreation Director Holland said currently they have 3 dispensers on Park Avenue and there might be a need for several more there as well as on New England. He explained that the cost ranges from \$70 to \$600 for each dispenser and it depends on what size dispenser best accommodates the use/needs of the area that it is placed. Mr. Holland also explained that there will be an on-going cost for both maintenance and replacement bags. He said the initial investment is less than \$20,000 to get the program started.

Ms. Howard stated that staff is requesting approval on the following: the educational plan, the slogan, the flexibility to use the various proposed dog waste stations (four options) depending on the specific location and the proposed locations. Ms. Howard said the logo that is selected will be the image for the campaign slogan and it will also be shown on the pocket dispensers. She noted that the Keep Winter Park Beautiful logo will be on the educational materials and newsletters since they are the funding source.

**Motion made by Commissioner Dillaha to approve the educational plan; seconded by Commissioner McMacken.** Mayor Bradley asked how much dog waste will be cleaned up to validate the \$40,000 that is going to be spent. Commissioner Dillaha explained that \$40,000 is from the Keep Winter Park Beautiful budget to create an educational plan for a better informed community and healthier environment. It was clarified by Ms. Howard that the City does not currently have a litter campaign. Staff was directed to choose the slogan and logo.

**Motion amended by Commissioner Cooper to limit the expenditure to \$20,000 for capital investments in this program; seconded by Commissioner Anderson.**

Commissioner Dillaha reminded everyone that this was something they approved during the budget deliberations as a group. She suggested that they be as cost effective as possible but to also enable a good program for the City.

Michael Palumbo, 559 Oak Reserve Lane, suggested that they ask the merchants or local businesses if they would like to provide a donation and sponsor a waste station and in return they could have their logo advertised on it to help reduce the City's cost.

Steve Leary, 422 Rain Tree Court, said since it this is a considerable amount of money being spent he requested that they determine what the success criteria is going to be for this project. He also asked how they will determine if this is successful or not.

Sandy Womble, 940 Old England, believed this was a waste of money. She addressed comments made by Commissioner Dillaha that she heard from several people about dog waste being left on Park Avenue and made a public records request for the names of those persons who complained.

Pat Fishback, 180 Chelton Circle, stated there is no need for educational signage because everyone she knows uses dog waste bags, even individuals who never before used them.

Commissioner Anderson asked if the Keep Winter Park Beautiful Board evaluated this as being an issue. City Manager Knight said they were informed that the Commission allocated \$40,000 and that they were to create an educational program on how the funds will be used. Commissioner Dillaha said during the budget session they approved the funds and that Keep Winter Park Beautiful Board has been working with the Parks and Recreation Department and the Communications Department on creating and approving the educational program, the dispensers and dog waste stations.

**Upon a roll call vote on the amendment (to limit the expenditure to \$20,000 for capital investments in this program), Mayor Bradley voted no. Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.**

**Upon a roll call vote on the main motion as amended, Mayor Bradley voted no. Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.**

d. Howell Branch retention pond ownership and maintenance

Public Works Director Troy Attaway explained the opportunity to acquire ownership of the Howell Branch retention pond and the proposed improvement plan to make it an amenity to the City. He addressed the retention pond located on Howell Branch Road across from Via Tuscany which is owned and maintained by Orange County that was constructed in 1984 in conjunction with the widening of Howell Branch Road and currently being maintained to Orange County standards which includes chain link fencing, bahia grass and infrequent cleaning.

Mr. Attaway addressed this being a gateway to the City and is adjacent to a City park, which is why the City requested that the County transfer ownership to the City to help improve the appearance and make it a City asset by connecting it to the Howell Branch Preserve Park and add 3.5 acres of parkland to the City. Mr. Attaway said the proposed improvements are new decorative fencing, construction of a walk path around the pond which ties into the existing walk path in the park, more frequent cleaning, addition of native aquatic plants and pondscaping, and the addition of a stormwater control structure which will improve the treatment capacity and efficiency of the pond.

He explained that some of the improvements could be made in phases and constructed as funds allow and grants are received. Mr. Attaway provided the benefits for 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, provides access to the Howell Creek drainage channel which could be the site of a future canoe/kayak launch, and allows for the City to make improvements that will increase the effectiveness of removing pollutants from the pond.

Commissioner Anderson asked if there were any structural issues with the pond that need be dealt with. Mr. Attaway stated no, other than a good cleaning and that any structural issues in the future would be our responsibility. Commissioner McMacken asked for clarification regarding the agreement. Mr. Attaway explained the two parts of the agreement; the transfer of title and jurisdiction of the retention pond, and a County deed with reserved emergency access and drainage easement for emergency maintenance purposes. Mr. Attaway explained that this is not a budgeted item and there are some excess funds from other projects that they would use to make this project a reality.

**Motion made by Commissioner Dillaha to approve the Interlocal Agreement and the Emergency Access and Drainage Easement; seconded by Commissioner McMacken.**

**Motion amended by Commissioner Cooper to take ownership but that they not move forward to expend funds until they have been included into the Capital Improvement Plan. Motion failed for lack of a second.**

Rick Frazee, 1921 Englewood Road, agreed that this is a good project and suggested that the \$40,000 from Keep Winter Park Beautiful for dog waste stations be spent on this project instead.

Peter Weldon, 700 Via Lombardy, asked if there is any liability in acquiring this property and suggested they research the item more thoroughly before making a decision.

**Motion amended by Commissioner Anderson that they approve this as a passive park at this time.** He explained his intent that they do not build a walkway or boardwalk and do not encourage the activity until they know what they have their arms around and then fold it into next year's budget; **seconded by Commissioner Cooper.**

Commissioner Dillaha addressed the staff report indicating the financial impact of \$8,000 per year to maintain it, and that any improvements would be part of the budget discussion for capital improvements and that she did not see the \$8,000 per year as being significant. Commissioner McMacken said it would be different if they were planning to have playgrounds installed, and does not see installing a concrete walkway around a retention pond as a huge leap of faith.

**Upon a roll call vote on the amendment (that they approve this as a passive park at this time), 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 main motion as amended, Mayor Bradley and Commissioners Anderson, Dillaha and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

- 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

Public Works Director Troy Attaway explained the submittals for two grants through the Florida Energy Office; the EECBG and the Clean Energy Grant. He explained that this ties into a larger project they have been working on which has to do with an energy audit of all City buildings and

is an assessment of what our needs are and what types of improvements can be done to be more energy and water efficient. He said they have been working with Trane Services on this project and that they helped the City submit for these grants and because the study process was started early they were able to submit their best data for the grants. He said they are asking for the approval and execution of the two grant agreements between the Florida Department of Energy and the City; one for \$360,207 from the EECBG and the other for \$325,000 from the Clean Energy Grant; totaling \$685,207 in grant funding.

He explained that funding for energy efficiency improvement projects became available due to the American Reinvestment and Recovery Act stimulus dollars. He said that they submitted a total of eight improvement projects and received funding for six and they are matching funds; most of the projects that they submitted are mainly for City Hall and library improvements since these buildings badly need upgrades and repairs. He explained that the grants have an agreement that goes along with them and they are just finalizing the big project for the City wide energy audit.

Mr. Attaway explained that this is a time sensitive issue and that the grant agreements need to be executed by the end of January or they risk losing the money. He said the City required match is proposed to be funded through the bigger performance based contracting program and that program basically says that they fund the capital cost of the improvements through this energy savings that they reap over the next several years of the program. He said it is a specified guaranteed program and the 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. He explained that if for some reason down the road the City changed their mind, there would be no penalty to cancel the agreements and in doing that they would lose the grant money and it would be given to another city on their list. A list of the projects is below:

<b>Activity</b>	<b>Grant Funds</b>	<b>City Matching Funds</b>
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
<b>TOTAL</b>	<b>\$685,207</b>	<b>\$1,248,278</b>

Commissioner Anderson asked for a follow up report from City Manager Knight on evaluating the two financing alternatives that have been presented; the cost savings and either borrowing the money or using City funds. He indicated that he does not want that item to stand in the way of getting the grants executed. City Manager Knight acknowledged. Commissioner Dillaha



asked for clarification regarding library improvements and if capital improvements are included in the annual funds that they provide to the library for operating support and if the City is responsible for capital improvements. City Manager Knight said the City is responsible for major capital improvements.

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

f. RFP 27-2010 - Ground lease terms for 50 year lease agreement for 941 West Morse Building (State Office Building)

CRA Director Dori DeBord provided an update on RFP 27-2010 for a ground lease term for the 50 year lease agreement for 941 West Morse Boulevard. She explained that after six months of negotiations, staff recommends not accepting the deal. She indicated that 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 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. Ms. DeBord explained that the terms are very subjective over the 50 year deal and the only way to make the \$3.5 million is if things align, but historically they have not been able to. She indicated that they have moved from a very low end deal to a more moderate deal but the deal is at best subjective and it does not offer any guarantees to the City at this time.

Dr. Owen Beitsch, principal of Real Estate Research Consultants explained that he has been working with the CRA Department for several months and has reviewed the development proposals submitted by Concord Eastridge Inc. He provided a brief analysis on his findings as listed in his memorandums dated July 19, 2010 and December 6, 2010. He answered questions related to the underlying value of the property, the highest and best use of the property and site, the lease rate and term, property value escalation and rental participation. He explained that there are many unknown factors, such as the lease rate between RFL and CEI and the cost of improvements and that both of those items play a significant role in determining the rate of return.

Commissioner Anderson said the City has many mediocre benefits coming out of this transaction but he is struggling because the valuation and financial rewards are modest at best. He feels they need to start the process over or abandon the current process and have a discussion where they accomplish some of the other goals, such as a stronger retention of a targeted employer or to look at other uses for this site that maximize its financial value. He shared his opinion regarding the valuation of the site and the geometry of the building limiting the best and highest use of the site. Dr. Beitsch said it is very obvious that the site configuration is constrained by the geometry of the existing building.

Commissioner Dillaha spoke about the escalation clause and said that everything hinges on that and because no one knows what the economy or future holds, everyone has their own opinion as to what the escalation clause should be. Dr. Beitsch commented and said if CEI had multiple tenants they would then have a separate escalation rate. He said the terms have to fit the

situation in any case. With one user being CEI, if RLF were occupying the entire building and were committed for the entire lease term (50 years) that might suggest a different rate of escalation than a building that needs to be divided up with individual tenants moving in and out at different points of time. He does not think the CPI that is on the table is grossly out of line, but the number that they have to speculate about is really the basic annual rent.

Commissioner Cooper indicated that they have 35 acres of vacant commercial property in large groupings that is currently available for development in the City. She expressed concerns if they choose to hold the asset then in 10 years when they are ready to do something with this building, they have now lost the bird in hand and would then be competing with 35 acres of commercial shovel ready property. She said she does not want to see them part with this asset. She said she believes this is a fair deal but questioned if now is the time to do something with the asset.

Jeffrey Arnold, Concord Eastridge, Inc. (CEI), spoke in detail about their proposed current offer. He also explained the numerous positive contributions and incentives they will be providing by renovating, leasing and occupying the existing building. Ronald Lowry with RLF Architects spoke on behalf of the company. He indicated their desire to stay in the Winter Park area where they have resided over the past 31 years and the need to find a suitable building that could house their entire staff. He responded to Mayor Bradley's question regarding the other buildings they have looked at in Winter Park and why they rejected them. Mr. Arnold answered questions of the Commission.

**Motion made by Commissioner Dillaha to approve the ground lease as presented in the terms of the agreement; seconded by Commissioner Cooper.**

Peter Weldon, 700 Via Lombardy, said this is a strategic piece of property and by tying it up for the next 50 years and not being able to sell it or swap it at a fair market value or use it ourselves is an unwise long term strategic decision for the City.

Jan Walker, 953 Lincoln Circle, urged the Commission not to go ahead with this 50 year lease. She feels the future is bright and they should not limit themselves to future opportunities that may present themselves.

Bruce Douglas, 1511 Harris Circle, urged the Commission to get the proper value for the property and the building.

Joe Terranova, 700 Melrose Avenue, urged the Commission not to approve this because the facts do not support this agreement and they should not lock into a deal for the next 50 years.

In summary, each Commissioner was given five minutes to share their thoughts, opinions and concerns with the current offer and the decision to be made. Commissioner Dillaha stated for the record that when they did this RFP they wanted the property to generate revenue so there was no discussion about City Hall or the library going on this property. Mayor Bradley stated for the record that there are now potentially other uses for this property if they do not lease it or sell it.

**Motion amended by Commissioner Cooper that should this proposal from CEI tonight not be accepted that this Commission resolve to designate the tree canopy from the**

**sidewalk on Morse Boulevard to the end of the tree canopy as park land. Per the ruling of the Chairman, this amendment was out of order.**

**Upon a roll call vote on the motion to approve the ground lease as presented in the terms of the agreement, Mayor Bradley and Commissioners Anderson and McMacken voted no. Commissioners Dillaha and Cooper voted yes. The motion failed with a 3-2 vote.**

**Motion made by Commissioner Cooper that this Commission resolves to designate the land from Morse Boulevard to cover the tree canopy to park land which is approximately 33,000 sq. ft.** It was noted that there is a legal description for that particular piece of property. Commissioner Cooper clarified that it would be rezoned and re-designated as park land and she would like them to treat it as a resolution. **Seconded by Commissioner Dillaha.**

Attorney Brown indicated that this is a completely new issue and if they want to pursue it that it should be treated as a new Action Item. Per the ruling of the Chairman, this motion was out of order and there was not a consensus to bring this forward.

A recess was taken from 8:34 p.m. to 8:50 p.m.

### **Public Hearings**

- a. 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. Second Reading

Attorney Brown read the ordinance by title. **Motion made by Commissioner McMacken to adopt the ordinance; seconded by Commissioner Dillaha.**

Pat Fishback, 180 Chelton Circle, said that this is the wrong time to charge fees. She said the majority of the people that usually come to the park no longer attend because they cannot afford it. She asked the Commission to reconsider their decision.

Lori Martin, 2271 Wairn Drive, indicated that she is a taxpayer, consumer and a registered voter and is very upset that they chose to charge fees and take away a free dog park.

Joe Terranova, 700 Melrose Avenue said he opposes the dog fee and the penalty along with a vast majority of the people in the City. He suggested instead of voting on the second reading, that they table this item until they have the two new Commissioners that can vote on this. He predicted that the ordinance will be overturned when the new Commission is elected.

Sandy Womble, 940 Old England Avenue, spoke on behalf of Carla Howell who had to leave the meeting. There was a presentation showing photos of numerous citizens that are opposed to the dog fee. She then asked to verify the dog park rules and said they do not have the right to take away a park from the community and destroy the Friends Organizations.

Michael Palumbo, 559 Oak Reserve Lane, stated that local businesses are losing tons of money because less people are using the park. He indicated that businesses are having hard times right now with the economy and they are making it worse by doing this.

John Fishback, 180 Chelton Circle, said it will cost the taxpayers more money to implement the fees and take care of the park than what they will receive in dog registration fees and funds.

Marti Miller, 1399 Aloma Avenue, said even though she does not agree with this decision they should not table the item and urged the Commission to move ahead.

Kim Allen, 271 Virginia Drive, spoke about the rules and regulations and said they are consistent with national dog park rules. She said that everyone should help pay for maintaining the dog park and the citizens of Winter Park should not be the only ones burdened with the cost.

Per Commissioner Cooper's request, Attorney Brown clarified what the ordinance covers. City Manager Knight confirmed Commissioner Coopers' understanding that this ordinance does not cover the dollar value of the fee which is covered under the fee schedule which is updated twice a year.

Commissioner Anderson asked if this ordinance is adopted and at a later date a successive Commission chooses to remove the fees if they can change the fee schedule and if the registration and license requirements and personal responsibility remain intact which to him is the most important part of this. Attorney Brown said yes and provided a recommendation that if they want to remove the fees but keep the owner responsibility provisions in the code of ordinances they should amend the fee schedule to remove the fee and amend Chapter 18 which deals with animals, animal control and personal responsibility to add in specific requirements since it does not currently state that information. Upon questioning, Attorney Brown said it would not necessarily require someone to formally and actively accept that responsibility by signing a form with their dog's name, or paying a fee at the daily registration box.

Attorney Brown said there is nothing that would stop a future Commission from repealing the fee, amending Chapter 18 and saying if they want their dog in the park they have to have a permit or a license and in order to obtain the permit or license they do not have to pay a fee, but they have to demonstrate vaccinations, the age of the dog(s) and that the dog(s) is not aggressive.

**Upon a roll call vote on the motion, Mayor Bradley voted no. Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.**

- b. ORDINANCE NO. 2834-11 (Changed from 2834-10 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

Attorney Brown read the ordinance by title. Planning Director Jeff Briggs explained that nothing has transpired with the City of Maitland regarding this matter. Mayor Bradley noted that there was a suggestion for an Interlocal Agreement and asked if it should be part of this. City Manager Knight said it will be addressed as a separate matter since it would be an agreement between both cities. Mr. Briggs stated that they intended to bring the Interlocal Agreement forward at the next Commission meeting.

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

- c. 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

Attorney Brown read the ordinance by title. City Manager Knight stated that they have met with the property owners regarding the various options that the City is proposing. Public Works Director Troy Attaway explained that the 7.5 foot utility easement is for the purpose of installing and maintaining underground utilities. He said there is an existing 5 foot wide pedestrian access easement that was granted in another document and by vacating this utility easement it does not affect the pedestrian access. He also clarified that there are no current utilities of any kind in place. Mr. Attaway also indicated that the property is zoned as parkland but the City does not own the park, nor do they have any interest in the access easement. Mayor Bradley asked who owns the property and if staff can research this item. City Manager Knight acknowledged.

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

Gene Randall, 1285 Richmond Road, said he supports the decision to move ahead. He said it not only preserves access to the park but it also solves the problem that the homeowner has. He also mentioned that this is great news since the community has plans to bring utilities on the property as they have been waiting for the building that is currently under construction to be finished before they move forward with the plans.

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

- d. RESOLUTION NO. 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.

Attorney Brown read the resolution by title. **Motion made by Commissioner Cooper to adopt the resolution; seconded by Commissioner Anderson.** No public comments were made. Police Chief Railey confirmed that this is consistent with the current fee process with other

citations. **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.**

**Commissioner Reports:**

a. Commissioner Anderson

Commissioner Anderson indicated that their discussion this evening regarding the fees and the dog park and being open to the economic conditions is a great thing.

b. Commissioner Dillaha

Commissioner Dillaha requested the statistics of the ice rink success. Mayor Bradley noted that he also requested this information and that staff is finalizing the information for them.

Commissioner Dillaha asked if the Tennis Task Force is still in place if they could provide recommendations to increase community involvement or memberships of residents at the tennis center. Mayor Bradley requested that the Tennis Task Force or Parks and Recreation decide how many courts are available or not available. City Manager Knight acknowledged.

Commissioner Dillaha stated that one of the most important issues to her is the City's environmental assets and the tree canopy. She mentioned the program they implemented for the planting of new trees and believed they are not planting enough. City Manager Knight said they put the contractor on notice this past week since most of the trees they have planted did not meet the specifications. He said they have until February 18 to correct the issue or they will be cancelling the contract and will then handle it a different way. There was a consensus for staff to address this item and it was acknowledged.

c. Commissioner Cooper

Commissioner Cooper spoke about the Post Office property. She stated that she would be willing to commit her time and energy to research and pursue this item and asked the Commission for acceptance. There was a consensus for her to research this and bring a plan of action back to them. Mayor Bradley stated that he would like both Commissioner Cooper and City Manager Knight to fly to Atlanta to meet with the postal authorities in the region so that Commissioner Cooper can gain a better understanding.

d. Commissioner McMacken

Commissioner McMacken asked for an update on the potential Swingerhead concert. CRA Director Dori DeBord said the Park Avenue Chamber Group supported the concert so it is officially scheduled. She indicated that staff is coordinating with both Police and Fire for proper coverage for the event.

Commissioner McMacken mentioned the state office building and more specifically with regard to RLF's retention in the City. He asked if they are now allowed to contact RLF directly since they are no longer discussing the option through CEI. City Manager Knight said they are planning on contacting them in the morning.



e. Mayor Bradley

Mayor Bradley mentioned the Qualified Target Industry Tax Program (QTI) and asked if there was a consensus to bring this item back to discuss in terms of retention and businesses. Ms. DeBord stated that they gave staff the approval back in December and the item is scheduled for the February 14, 2011 meeting for follow up.

Mayor Bradley asked if there was a consensus to discuss the possible demolition of the state office building. There was a consensus to discuss the item during the February 28 meeting.

The meeting adjourned at 9:55 p.m.

---

Mayor Kenneth W. Bradley

ATTEST:

---

City Clerk Cynthia S. Bonham



# city commission agenda item

item type	Consent Agenda	meeting date	February 14, 2011	
prepared by department division	City Management Finance Communications	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

Green Utility Billing and Collection

## motion | recommendation

Authorize incentives as described below to existing and new utility billing customers for utilizing green billing and collection practices.

## background

As part of the FY 2011 Budget process, staff was challenged with encouraging green billing and collection practices and reducing the costs associated with billing. Staff has been working on this initiative and plans to implement multiple efforts over the next couple of months. Below is a summary of the initiatives:

- Educate residents about receiving electronic bills and the city's various payment methods in their utility bill and through the Winter Park Update (March).
- Offer existing customers a one-time \$5 discount on their utility bill for converting to an electronic bill (April)
- Offer existing customers a one-time \$5 discount to their utility bill for converting to the bank draft automatic payment program (April)
- Offer new customers a one-time 10% discount (approx \$37.50) from their deposit for starting service with an electronic bill and bank draft payment program (On-going)
- Eliminate delinquent notices to past due customers and notify them directly on their regular utility bill of their past due status and potential disconnection date (June/July, based on reformatting the bills and adequate time to notify bill payers).

## alternatives | other considerations

Elimination of convenience fees.

## Fiscal impact

The current collection rate for utility billing is 99.87%, with the five year average being 99.74%. ~~The annual cost to eliminate the convenience fee for customers paying with credit card online or by phone would be approximately \$175K, based on previous years.~~ The cost to mail a utility bill is approximately \$0.50. The annual cost of printing and mailing delinquent utility billing notices is approximately \$70K.

The City charges a \$3.00 convenience fee for payments by credit card through the City's website, over the phone or at one of the kiosks for utility payments. For comparison purposes, Progress Energy Florida charges \$4.95 and OUC charges \$5.75. If the City were to eliminate the convenience fee we would be eligible for reduced merchant fees from Master Card/Visa. The estimated costs of some options are summarized in the table below:

	No Convenience Fee	\$3.00 Convenience Fee	\$5.00 Convenience Fee
Convenience fee revenue	\$0	\$105,000	\$170,000
Merchant fees	\$130,000	\$200,000	\$200,000
Net cost to City	\$130,000	\$95,000	\$30,000

It is unknown how many existing customers will join the e-billing or bank draft program. There are not direct costs associated with discounting new customers' deposits. The City's current practice is to refund the deposit after two years of good payment history.

## Strategic objective

Quality government services & financial security



# city commission agenda item

item type	Consent Agenda	meeting date	February 14, 2011
prepared by	George Wiggins	approved by	<input type="checkbox"/> City Manager
department	Building/Code Enforcement		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A		
	final vote		

## subject

Fee for scanning large plans of building permit applicants for electronic file storage

## motion | recommendation

Approve adding electronic scanning fee of \$1.00 per page for large format building plans (exceeding 11 by 17 inches).

## background

Ordinance #2820-10 adopted on 9/13/10 (shown below) includes provisions for the electronic filing of building plans when applying for a permit. The applicant can either provide the plan documents electronically or allow the City to have the plans scanned by our vendor and pay us for that service including administrative costs. The proposed fee which would be added to the City's Schedule of Fees is \$1.00 per page for large plans over 11 by 17 inches in size. This procedure will save the City in having to provide ever increasing storage space for hard copy plans.

105.19.2 Electronic filing of permit documents. After all applicable city departments have reviewed and approved submitted permit documents and plans filed as part of an application for a building permit, and after all required corrections are made to the submitted permit documents and plans, prior to final issuance of the approved permit. The permit applicant must submit an electronic copy of the approved permit documents and plans in a format compatible with the city's electronic storage and retrieval system prior to obtaining the building permit, or the permit applicant may pay a fee in lieu of providing the electronic copy of the approved plan documents. The fee shall be the city's cost plus administrative costs to produce an electronic copy of the approved permit documents and plans and shall be listed in the city's most recently adopted or amended schedule of fees as approved by the City Commission. The building official may allow the building permit to be issued prior to providing the electronic permit documents and plans to prevent delays in the construction project. However, such electronic documents and plans must be submitted within thirty (30) days of issuing the building permit.

In addition, when plan revisions occur during the construction process, the permit applicant must submit an electronic copy of the final construction documents with approved revisions prior to final inspection approval of the project or the permit applicant may pay a fee in lieu of providing the electronic copy of the final construction documents with approved revisions as referenced in this section. The implementation of these

provisions for electronic filing and storage of permitting documents may be suspended or amended to implement any improved methods of permit document storage which become available.

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

Continue storing hard copies of large plans.

#### **fiscal impact**

Positive fiscal impact by eliminating the need to provide ever increasing air conditioned storage space for building plans permitted by the Building Department.

#### **strategic objective**

Quality government services and financial security.



# city commission agenda item

item type	Consent Agenda	meeting date	February 14, 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	

## subject

RFP-3-2011 Contract Management Software

## motion | recommendation

Commission approve award to Florida Business Technologies dba Informa Software and approve the corresponding purchase order. Amount: \$29,200.

## background

Selection Committee consisted of Carrie Woodell, Purchasing Manager, Parsram Rajaram, IT Manager and Lena Peterson, Asst. Project Manager.

On December 8, 2010 RFP was issued.

On December 16, 2010 a non-mandatory pre-proposal conference was held.

On January 5, 2011 a public opening of responses was conducted and seven (7) responses were received. All but one was deemed responsive.

Selection Committee met on January 12, 2011 and ranked as follows:

1	Informa Software	267 points
2	Comparatio USA	254 points
3	The Public Group	247 points
4	Sungard	213 points
5	MCCI LLC	212 points
6	Capital Soft	209 points

The Selection Committee received oral presentations from the top four firms: Informa Software, Comparatio USA, The Public Group and Sungard.

After oral presentations were conducted on January 19, 2011. The Selection Committee ranked as follows:

- 1 Informa Software
- 2 The Public Group
- 3 Sungard
- 4 Comparatio USA



## **alternatives | other considerations**

Other proposals received

## **Fiscal impact**

This purchase was not included in the FY11 budget; however, due to revisions in the purchasing practices it is necessary. Staff will utilize excess rebate from the pcard program to fund the purchase.

## **Strategic objective**

Quality government services & financial security



# city commission agenda item

item type	Consent Agenda	meeting date	February 14, 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.	Sternberg Lanterns	Owner direct purchase of decorative lights and bollards for Community Center	Total expenditure is included in the approved project budget (36,064.52)	Commission approve PR 146122 to Sternberg Lanterns for the owner direct purchase of decorative lights and bollards for the Community Center
Competitive procurement occurred during the selection process (RFQ-17-2009). Turner Construction competitively solicited pricing for the various trades and suppliers. This owner direct purchase will result in sales tax savings.				
2.	Performance Sports Systems	Owner direct purchase of athletic equipment for Community Center	Total expenditure is included in the approved project budget (\$27,844.34)	Commission approve PR 146128 to Performance Sports Systems for the owner direct purchase of athletic equipment for the Community Center
Competitive procurement occurred during the selection process (RFQ-17-2009). Turner Construction competitively solicited pricing for the various trades and suppliers. This owner direct purchase will result in sales tax savings.				
3.	Modernfold	Owner direct purchase of acoustic seal products for Community Center	Total expenditure is included in the approved project budget (\$39,370.35)	Commission approve PR 146129 to Modernfold for the owner direct purchase of acoustic seal products for the Community Center
Competitive procurement occurred during the selection process (RFQ-17-2009). Turner Construction competitively solicited pricing for the various trades and suppliers. This owner direct purchase will result in sales tax savings.				
4.	Hammerhead Trenchless Equipment	Purchase of demo HB100 Hydroburst Pipe Bursting Machine	Funding for this equipment will come from the Water Utility R&R fund (182,176.44)	Commission approve PR 146145 to Hammerhead Trenchless Equipment for the purchase of a demo HB100 Hydroburst Pipe Bursting Machine
5.	Harwood Bricks	Owner direct purchase of bricks for Community Center	Total expenditure is included in the approved project budget (\$43,410)	Commission approve PR 146158 to Harwood Bricks for the purchase of bricks for the Community Center
Competitive procurement occurred during the selection process (RFQ-17-2009). Turner Construction competitively solicited pricing for the various trades and suppliers. This owner direct purchase will result in sales tax savings.				
6.	Turner Construction Company	Owner direct purchase and installation of audio visual/technological equipment for Community Center	Total expenditure is included in the approved project budget (\$239,855)	Commission approve PR 146163 to Turner Construction Company for the purchase and installation of audio visual/technological

				equipment for Community Center
Competitive procurement occurred during the selection process (RFQ-17-2009). Turner Construction competitively solicited pricing for the various trades and suppliers. This owner direct purchase will result in sales tax savings.				

## Contracts

	vendor	item   background	fiscal impact	motion   recommendation
7.	Turner Construction Company	Deduct Change Order #3 to Community Center contract (RFQ-17-2009)	Deduct of \$1,217,133.58 against the contract as a result of sales tax savings	Commission approve deduct change order #3 to Community Center contract with Turner Construction Company (RFQ-17-2009) and authorize the Mayor to execute the change order document
8.	State of Florida Department of Transportation	Design/Build Utility Agreement	Under the current design the fiscal impact to the City is negligible	Commission approve Design/Build Utility Agreement and authorize the Mayor to execute the agreement
We are responsible for relocating utilities related to this project.				
9.	Camp Dresser & McKee, Inc. (CDM)	Task Authorization CDM-2011-01 Comprehensive Water, Wastewater and Reclaimed Water Rate Study	Fiscal impact of this project will be covered by Utility Admin., budgeted in FY11 for engineering and technical studies (72,408)	Commission approve Task Authorization CDM-2011-01 and authorize the Mayor to execute the Task Order.
CDM is contracted with the City of Winter Park for continuing professional engineering services for Water and Wastewater under RFQ-17-2010				
10	Turner Construction Company	Change Order Request No. COR-010 for Community Center	See item #6 above	Commission approve Change Order Request No. COR-010 and authorize the Mayor to execute the Change Order
This corresponds to Item #6 above				

## Piggyback contracts

	vendor	item   background	fiscal impact	motion   recommendation
11	Awarded Contractors as identified by the Florida Sheriff's Association	Piggybacking the Florida Sheriff's Association contract for the purchase of Pursuit, Administrative Non-Pursuit, Utility Vehicles, Trucks & Vans, & Other Fleet Equipment	Purchases will be made within the approved FY11 Vehicle/Equip. Replacement Fund	Commission approve piggybacking the Florida Sheriff's Association contract #10-18-0907 for the purchase of Pursuit, Administrative Non-Pursuit, Utility Vehicles, Trucks & Vans, & Other Fleet Equipment and authorize the Mayor to execute the Piggyback Contracts as required for specific vehicle purchases
The Florida Sheriff's Association utilized a competitive bidding process to award this contract. The contract was awarded on October 29, 2010 for a term of one (1) year.				

12	B & T Woods, Inc.	Piggybacking the City of Orlando contract for Transmission Repair and Replacement	Total expenditure (\$10,000) is included in approved FY11 budget	Commission approve piggybacking the City of Orlando contract #IFB11-0003-2 with B & T Woods, Inc. for Transmission Repair and Replacement and authorize the Mayor to execute the Piggyback Contract
The City of Orlando utilized a competitive bidding process to award this contract. The contract was awarded on December 1, 2010 for a period of three (3) years.				
13	Musco Sports Lighting, LLC	Piggybacking the Clay County contract for Sports Lighting	Total expenditure (\$200,000) is included in approved FY11 budget	Commission approve piggybacking the Clay County contract #08/09-3 with Musco Sports Lighting, LLC for Sports Lighting, authorize the Mayor to execute the Piggyback Contract and approve a Blanket Purchase Order
Clay County utilized a competitive bidding process to award this contract. The contract was awarded on January 15, 2009 for a period of three (3) years. The contract allows for two (2) one (1) year renewal options upon mutual agreement.				



## CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

## WATER & WASTEWATER UTILITIES DEPARTMENT

P 407.599.3219

F 407.599.3417

1/21/11

Agenda item for the Feb. 14<sup>th</sup> Commission Meeting.

Justification for Purchase HB100 Hydroburst Pipe Bursting Machine, cost - \$182,176.44

The W. Fairbanks 12 " AC Water Main Replacement Project is a pipe bursting project in conjunction with the Fairbanks Corridor Wastewater Collection/Transmission System and Road Enhancements Project. It is necessary to replace the existing 12" ac water main with in-house personnel and equipment prior to the installation of the sanitary system and road improvements which will be completed by contractor. The Wastewater Collection/Transmission Project is scheduled to be awarded June 2011.

The Water & Wastewater Utilities existing pipe bursting machine will only burst up to 8" pipe. We first looked in to purchasing a pipe bursting machine large enough to burst and replace the 12" pipe and tried to budget for machine during the 2011 budget process. It was not approved.

We then proceeded to explore the possibility of partnering with a contractor specializing in pipe bursting to utilize their equipment and to assist in the bursting process. That quote was \$140,000.

We investigated renting the equipment so we could proceed with in house personnel, and the rental cost was \$58,200.

During our research for a solution Vermeer found a "Factory Used/Demo" machine with accessories in Wisconsin that they would be able to sell as used w/ warranties for a substantial savings. The cost including freight & training is \$182,176.44.

The cost of new HB100 machine w/same accessories is \$291,516.64.

This is a substantial savings of \$109,340.20.



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

WATER & WASTEWATER  
UTILITIES DEPARTMENT

P 407.599.3219

F 407.599.3417

January 21, 2011

Matt Thompson  
Sales Representative  
Vermeer Southeast Sales & Service, Inc.  
Orlando, Fl. 32811

**Re: HB 100 Hydroburst & Associated Pipe Bursting Equipment  
Letter of Intent to Purchase  
Quote #: 10-101**

Matt,

I have reviewed the above referred quote and have discussed the proposal with David Zusi, Water & Wastewater Director.

The purchase amount per the Quote is \$182,176.44. The City of Winter Park Water & Wastewater Department intends to purchase this equipment pending final approval by the city commissioners.

If you have any questions or require further information do not hesitate to contact me via e-mail or give me a call.

Thank You

Sincerely,

*Craig K. Campbell  
Water & Wastewater Department  
Chief of Distribution & Collection  
City of Winter Park  
407-691-7803*

cc: David Zusi, Director Water & Wastewater  
Phil Daniels, Assist. Director Water & Wastewater





## HAMMERHEAD TRENCHLESS EQUIPMENT

1300 Capitol Drive • Oconomowoc, WI 53066 • USA  
PH: 800.331.6653 • INT: +1 262.567.8833  
FAX: 262.567.5068 • WEB: www.hammerheadtrenchless.com



### SALES QUOTE

THIS DOCUMENT IS QUOTED IN USD AND IS VALID UNTIL FEBRUARY 03, 2011

#### BILL TO

City of Winter Park, FL  
1409 Howell Branch Road  
Winter Park, FL 32789 USA

ATTN: George/ Craig

#### SHIP TO

City of Winter Park, FL  
1409 Howell Branch Road  
Winter Park, FL 32789 USA

ATTN: George/ Craig

DESCRIPTION	QTY	PART NUMBER	CUSTOMER DIRECT	
			PRICE EACH	TOTAL PRICE
Demo- HB 100 serial # 10106				
HB100 ASSEMBLY (DOM)	1	930-0000	\$ 51,127.00	\$ 51,127.00
SPINNER ASSEMBLY HB100 (DOM)	1	930-0010	\$ 12,907.78	\$ 12,907.78
HYD STABILIZER KIT HB100 (DOM)	1	930-0011	\$ 5,241.47	\$ 5,241.47
PP70 ASSEMBLY (DOM) Serial # 10162	1	933-0000	\$ 42,362.30	\$ 42,362.30
CAGE, HB80 (INT)	1	913-8487	\$ 4,573.65	\$ 4,573.65
ROD BOX W/51 ROD (DOMESTIC)	4	913-8452	\$ 10,467.76	\$ 41,871.05
ACCESSORY, KIT HB100 STANDARD	1	930-6500	\$ 4,842.71	\$ 4,842.71
Trailing pivot rod assembly - hb125	2	913-7811	\$ 1,028.14	\$ 2,056.28
Ductile Slitter Assembly - 12"	1	913-7800	\$ 10,652.80	\$ 10,652.80
EXPANDER - 12" DIPS	1	913-8801	\$ 3,641.40	\$ 3,641.40
Promo 12" DIPS Fuse On Puller	1	913-9673		
One Week Technical Support Included				
One Year Factory Warranty Included				

#### ADDITIONAL NOTES

SUBTOTAL	\$ 179,276.44
TECHNICAL SUPPORT	
ONE WAY FREIGHT CHARGES	\$ 2,900.00
WI STATE SALES TAX (IF APPLICABLE)	

**GRAND TOTAL (USD) \$ 182,176.44**

#### HAMMERHEAD, AN EARTH TOOL COMPANY

Sales Manager Name

Sales Manager Signature  
Monday, January 24, 2011

Date

Quote #:

#### City of Winter Park, FL

By

Date

Purchase Order Number

#### OFFICE USE ONLY

☐ Credit application approved or on file



January 24, 2011

Per Customer Request

To : City of Winter Park, FL:

This is to verify that Vermeer Southeast Sales & Service 4559 Old Winter Garden Road, Orlando, FL is a certified dealer for the State of Florida for Hammerhead pneumatic tools and HDD. Vermeer Southeast Sales & Service will provide after sales service and support on the HB 100 HydroBurst.

Best regards,

Jarrett Cowden  
Vice President  
Earth Tool Company LLC





Vermeer Southeast Sales & Service, Inc.  
4559 Old Winter Garden Road  
Orlando, Florida 32811

## Quote

### Customer

Name **City Of Winter Park**  
Address 1409 Howell Branch Road  
City Winter Park FI 32789  
Attention George / Craig

### Misc

Date 1/21/2011  
Order No. 10-102  
Rep *Matt Thompson*  
FOB Orlando

Qty		Unit Price	TOTAL
<b>HB100 Package (New Unit)</b>			
1	HB100 Assembly-100 Ton Pipe Burster		\$ 83,153.97
1	Spinner Assembly-spins off rods		\$ 22,075.84
1	Hydraulic Stabilizer Kit-levels machine in pit		\$ 8,781.35
1	PP70 Assembly-73 hp Kubota power pack with hoses/couplers		\$ 67,241.73
1	Cage-HB80		\$ 7,259.77
4	Rod Box(s) with 51 Rods p/box		\$ 66,462.00
1	Standard HB100 Accessory Kit		\$ 7,688.86
2	Trailing Pivot Rod Assembly HB125		\$ 3,263.93
1	Ductile Slitter Assmebly 12"		\$ 16,909.20
1	Expander 12" DIPS		\$ 5,779.99
	Freight		\$ 2,900.00

### Notes

\*\*Start up training included\*\*

Tax Rate(s)

SubTotal \$ 291,516.64

\$ -

not applicable

**TOTAL** \$ 291,516.64

*Thank you!*

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. DEALER MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature \_\_\_\_\_



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 14, 2011
prepared by department division	Jeff Briggs Planning Dept.	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: Settlement Agreement for the Tolling Related to New England Partners

The City Commission entered into a tolling agreement with New England Partners LLC concerning their property at 316 Welbourne Avenue. The property (see map attached) is actually one 50 foot wide lot fronting on New England Avenue and three 50 foot wide lots fronting on Welbourne Avenue. Under the 2009 Comprehensive Plan, the New England Avenue lot is designated "Commercial" but entitled to a special 100% FAR predicated on certain design conditions. The three lots on Welbourne are designated "Medium Density Residential" and zoned R-3 accordingly.

## Recommendation

The City Attorney and Planning Dept. is recommending approval of the settlement agreement. Other claims have been made but the city attorney and staff, do not agree with those positions of New England Partners.

The agreement does three things. First it clears up a misunderstanding that the Comp. Plan policy which says parking garages need to be 100 feet from single family/low density residential means actual structured parking garages intended for commercial use and not parking garages as in typical 'two car' family residential parking garage.

The second thing this agreement does is to waive the fee and agree to process a small scale future land use map change for the New England Avenue lot from Commercial to CBD. It does not commit the City to approve the change, just to process the application, but it gives the property owner a forum to discuss this change.

The third thing the agreement does is to permit up to 25 units per acre on the three Welbourne Avenue lots that are 0.45 acres in size total. However, those units must still conform to or be within a building size that meets the R-3 zoning standards. For this 0.45 acre property then the building can be no larger than what R-3 permits (110% FAR and 40% lot coverage) but they can achieve 11 units (1,950 sq. ft. max. unit size) in that same floor space as opposed to 7 units (3,064 sq. ft. max unit size). New England Partners believes that since the 1991 Comp. Plan had just one multi-family FLU designation for both R-3 and R-4 zoned properties, the wording provided up to the maximum density of 25 units/acre if those units were constructed within the building envelope of the R-3 zoning.

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Winter Park, Florida, a municipality, 401 Park Avenue South, Winter Park, FL 32789, ("City"), and New England Partners, LLC, P.O. Box 2456, Winter Park, FL 32790, ("New England"), as follows:

**WITNESSETH**

**WHEREAS**, New England is the owner of certain real property (the "Property") on Welbourne Avenue and New England Avenue in the City, being more particularly described in Exhibit "A" attached hereto.

**WHEREAS**, for purposes of this Agreement, the Property will be referred to as the property at 316 W. Welbourne Ave. (the "Welbourne Property"), and the property abutting New England Ave. (the "New England Property").

**WHEREAS**, in the 1991 Comprehensive Plan, the Welbourne Property was designated Multi-Family Residential with R-3 zoning, and this Comprehensive Plan designation allowed either R-3 or R-4 zoning, and had no limitation on the location of parking garages. If New England had rezoned the Welbourne Property to R-4 before the 2009 Comprehensive Plan amendments, then up to 25 units/acre would have been allowed.

**WHEREAS**, in the 2009 Comprehensive Plan and the 2010 Land Development Code, the Welbourne Property was designated Medium Density Residential and zoned R-3, which allows a maximum of 110% FAR, and a maximum of 17 units/acre. The only compatible zoning is R-3.

**WHEREAS**, in 2010, the City adopted Land Development Code Sections 58-71(jj) and 58-84(bb), which provide that “any above grade parking garage or parking deck shall be setback at least 100 feet from any property used for single family or low density residential”.

**WHEREAS**, in a 1995 amendment to the Comprehensive Plan, the New England Property was designated Commerce as the future land use designation, and under the 1991 Comprehensive Plan, this designation allowed 45% FAR, and both C-2 and C-3 were compatible zoning districts.

**WHEREAS**, in the 2009 Comprehensive Plan, the New England Property was designated Commercial, which now allows up to 17 units/acre and up to 100% FAR, and C-3 is the only compatible zoning district.

**WHEREAS**, for the New England Property, in the 2010 Land Development Code, the third floor must be residential.

**WHEREAS**, the City is unable to determine the actual impact on New England of any of the changes to the Comprehensive Plan and the Land Development Code without the benefit of an actual development application which demonstrates the actual achievable density for the Property.

**WHEREAS**, on May 10, 2010, the parties entered into a Tolling Agreement, tolling New England’s claim under Fla. Stat. 70.001, the “Bert Harris claim”, to allow the parties time to discuss possible settlement of the matter.

**WHEREAS**, New England seeks damages as a result of an alleged burden on its ability to develop the Property as originally contemplated prior to the City’s 2009 Comprehensive Plan and 2010 Land Development Code

changes. The City denies both the existence of a valid Bert Harris Claim and all liability that may arise from any Bert Harris claims raised by New England.

**WHEREAS**, the parties, desiring to amicably resolve the issues in the Bert Harris claim, have engaged in settlement negotiations relative to same.

**WHEREAS**, after having consulted with attorneys and consultants of their choice, the parties desire to amicably resolve their differences to avoid expensive and protracted litigation.

**WHEREAS**, New England and the City agree to enter into this Agreement as full and complete resolution of all issues regarding the Bert Harris claim and to provide for the mutually acceptable redevelopment of the Property.

**WHEREAS**, this Agreement is authorized by the Charter and code of the City and by Fla. Stat. 70.001, even though suit has not yet been filed, *Charlotte County Park of Commerce, LLC v. Charlotte County*, 927 So. 2d 236 (Fla. 2d DCA 2006).

**WHEREAS**, the City has determined, with New England's agreement, that the terms of this Agreement protect the public interest served by the City's Comprehensive Plan and Land Development Code, because the project contemplated by New England will be beneficial to the City, and this Agreement allows the City to avoid protracted expensive litigation and the possibility of a large judgment, including the payment of New England's attorneys' fees, the cost of which would be a burden on all taxpayers in the City.

**WHEREAS**, the City has determined, with New England's agreement, that the terms of this Agreement constitute the appropriate relief necessary to prevent

the 2009 Comprehensive Plan and the 2010 Land Development Code amendments from inordinately burdening the Property.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **Incorporation of Recitals**: The recitals set forth above are true and accurate and are hereby incorporated herein.

2. **New England Property Land Use**: Regarding the New England Property, the City agrees to process New England's application to change the future land use to CBD, and the zoning to C-2. The parties agree that the application shall follow the standard notice and hearing procedures. The future land use shall be processed first. The City agrees to waive all application fees. The City acknowledges that C-2 is the only zoning category consistent with CBD land use per Table 2, Chapter 1 of the City's Comprehensive Plan.

3. **Welbourne Property Land Use**: Regarding the Welbourne Property, the City agrees to an interpretation of Sections 58-71(jj) and 58-84(bb) of the City's Land Development Code. That Section's reference to "parking garage" shall mean a multi-level parking garage structure designed for commercial use, and not a parking garage that is one level and part of a residential dwelling.

4. **Welbourne Property Intensity**: Regarding the Welbourne Property, in light of New England's expenditures toward development of the Property prior to the recent Comprehensive Plan Change, the City Agrees to an interpretation of the Comprehensive Plan to allow maximum density of 25 units per acre, so long as the R-3 zoning standards are met in all other respects. In other words,

the Welbourne Property may develop with R-4 density (25 units/acre) subject to R-3 development standards.

5. **Conditions of Effectiveness of Agreement:** If approval of the Comprehensive Plan amendment and rezoning for the New England Property is not granted by the City or is challenged by an independent third party, then this Agreement will be null and void and of no force and effect and the parties shall return to their former positions under the Tolling Agreement. Further, the parties' rights, positions, defenses, and claims in the Bert Harris Claim shall not be affected by having entered into this Agreement or by the Agreement having been voided pursuant to the provisions of this paragraph.

6. **Tolling Agreement:** The Tolling Agreement shall remain in effect during the pendency of the approval process for the New England Property. If the approval is not granted, the Tolling Agreement shall continue in accordance with its terms.

7. **Release and Waiver:** As a material inducement for the City to execute this Agreement, New England, for and on behalf of themselves and their respective existing, past and/or future partners, managers, employees and independent agents, shareholders, members, officers, directors, including their respective successors and assigns, do hereby now and forever jointly and severally release, relinquish, waive, discharge, acquit, satisfy and forever discharge the City from any and all claims, actions, causes of action, damages and costs and liability whatsoever, in law or in equity whether presently known or hereafter discovered, absolute or contingent, which New England ever had, now has, or hereafter may have against the City based upon, pertaining to, relating to,

or arising out of the City's 2009 Comprehensive Plan or the 2010 amendments to the Land Development Code, the application of the plan and code changes to New England's Property, or the validity, constitutionality or enforceability of the City's 2009 Comprehensive Plan or the 2010 amendments to the Land Development Code. New England acknowledges that it is signing this Agreement with full knowledge of any and all rights it may have, and that it is not relying upon any representations or warranties made by the City, and New England hereby assumes the risk of any mistake of fact now known or unknown to New England.

8. **Effective Date**: This Agreement shall become effective as of the date it is approved by the City Commission of the City and is executed by the appropriate official of the City and New England Properties (the "Effective Date").

9. **Enforcement**: In the event of a default of this Agreement, and as a condition of any party exercising any enforcement remedies, the non-defaulting party shall provide written notice of the default to the defaulting party. The defaulting party shall have ninety (90) days from receipt of such notice to cure such default. If the defaulting party fails to cure within ninety (90) days, then the non-defaulting party shall be entitled to seek specific performance and injunctive relief and shall be entitled to an order of the court to enforce this Agreement and other equitable relief as the court may deem just.

10. **Notices**: All notices and other communication as required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express or similar overnight delivery service, addressed as follows:



If to City:  
City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789  
Attn: City Manager  
Telephone: 407-599-3245

With copies to:  
Brown, Garganese, Weiss & D'Agresta, P.A.  
111 N. Orange Ave., Suite 2000  
Orlando, FL 32801  
Attn: City Attorney  
Telephone: 407-425-9566

If to New England:  
New England Partners, LLC  
P.O. Box 2456  
Winter Park, FL 32790  
Attn: Managing Member

With copies to:  
Rebecca Furman, Esq.  
215 North Eola Drive.  
Orlando, FL 32801

11. **Further Representations and Warranties:** New England hereby represents and warrants that: (a) New England and its general partners are each in good standing under the laws of the State of their formation; (b) New England is duly authorized to transact business in the State of Florida; and (c) New England and its general partners have taken corporate and partnership action necessary to authorize this Agreement. The City hereby represents and warrants that the City has the power to enter into this Agreement. The parties mutually represent and warrant that this Agreement has been duly authorized by the City pursuant to the City Charter, City Code and is in accord with Florida law in effect as of the Effective Date.

12. **Miscellaneous:**

a. **Construction and Governing Law:** This Agreement was drafted by all parties, and therefore any ambiguity shall not be construed against any party. In addition, this Agreement has been executed and delivered in and should be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida.

b. **Counterparts:** If multiple counterparts of this Agreement are executed, each shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

c. **Headings:** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

d. **Entire Agreement:** This Agreement sets forth all the promises, agreements, conditions and understandings among the parties hereto as to the subject matters referenced herein, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions expressed or implied, oral or written, except as herein contained.

e. **Assignments/Binding Nature:** This Agreement will be binding upon and shall inure to the benefit of the City and New England, and each party's subsidiaries, affiliates, successors and assigns. Further, the parties agree that they will not challenge the adoption of, or the validity, constitutionality, or enforceability of the provisions contained within this Agreement. New England shall have a right of assignment of rights and obligations under this Agreement, but New England agrees not

to assign its rights and obligations under this Agreement unless the transferee shall execute and deliver to the City a consent to be bound by the terms and conditions of this Agreement, which consent shall be in substantially the form attached hereto as Exhibit "B".

f. **Amendments:** No change in, or addition to, this Agreement shall be enforceable unless evidenced by a writing executed by the parties. Any such enforceable amendment(s) shall become effective on the date stipulated therein.

g. **Release and Waiver:** Any condition to a party's obligation hereunder may be waived by that party, provided such waiver is in writing. However, the waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. The failure by any party to timely enforce any of the provisions of this Agreement shall not be deemed a waiver thereof.

h. **Invalidity:** If any section, phrase, or portion of this Agreement 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 portions hereof. In the event this Agreement is invalidated by a third party, then the parties hereto shall be returned to their respective legal positions as such existed on the date on day prior to the Effective Date of this Agreement.

i. **Integrated Agreement**: Each party's obligations hereunder are dependent upon performance of the material obligations of the other party.

j. **Third Party Challenges**: In the event that this Agreement is invalidated by a court of competent jurisdiction as a result of a challenge instituted by a third party, all the rights of obligations of the parties hereto shall terminate and be of no further force and effect, including, without limitation, any claim by New England for vested rights arising under this Agreement. Further, in the event this Agreement is terminated under this provision, the parties hereto shall then be returned to their respective legal positions as existing on the Effective Date.

k. **Compromise of Disputed Claims**: The parties acknowledge that this Agreement is a compromise and resolution of the disputed claims and agree that neither this Agreement, nor any action taken in furtherance of this Agreement, shall ever be treated as an admission or evidence of liability by any of them for any purpose whatsoever, nor shall it be admissible in Court.

l. **No Third Party Beneficiaries**: This Agreement is intended for the sole benefit of the parties and their subsidiaries, affiliates, successors or assigns. No other person or entity shall have any right of action hereunder or be deemed to be a third party beneficiary of any provision contained herein.

m. **Attorneys' Fees and Costs**: Each party agrees to bear the expense of its own attorneys' fees and costs in connection with the

settlement of New England's Bert Harris claim, and with the negotiation and preparation of this Agreement. In the event a dispute or litigation arises in connection with this Agreement, neither party shall be entitled to the recovery of attorneys' fees or costs incurred in connection therewith, whether suit be brought or not. It is the specific intent of both the City and New England that each party to this Agreement bear its own attorneys' fees and costs. Should this Agreement become null and void under Paragraph 4, then Fla. Stat. §70.001 shall govern the award of attorneys' fees.

*[signatures to follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**WITNESSES:**

**NEW ENGLAND PARTNERS, LLC**

_____	By: _____
Printed name: _____	Printed name: _____
	Title: _____

\_\_\_\_\_  
Printed name: \_\_\_\_\_

**CITY OF WINTER PARK**

\_\_\_\_\_  
Kenneth Bradley, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Bonham  
City Clerk

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

DRAFT 1-24-11

EXHIBIT "A"  
[Legal Description of the Property]



EXHIBIT "B"  
[Proposed Consent by Transferee]

AGREEMENT OF TRANSFeree

Under this Agreement of Transferee, made this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_,  
("Transferee") acknowledges and agrees as follows:

1. Transferee acknowledges that \_\_\_\_\_  
*[New England Partners, LLC, or identity of New England Partners LLC successor in interest who owns the property at the time of this agreement of Transferee]* is transferring the property located at 316 W. Welbourne Avenue, Winter Park, Florida ("Property") to Transferee as reflected in Exhibit \_\_\_\_\_.

2. Transferee acknowledges that New England Partners, LLC, and the City of Winter Park have entered into an Settlement Agreement dated as of \_\_\_\_\_, (copy attached) and recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Orange County, Florida, which related to the settlement of a Bert Harris claim concerning the Property. Transferee acknowledges having received a copy of said Settlement Agreement and understands all of the terms, provisions, conditions, and limitations of that Settlement Agreement.

3. In consideration for receiving the benefits of the transfer of the Property and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferee agrees to be bound by all of the terms, provisions, conditions, and limitations of that Settlement Agreement as the same may apply to the Property owned by me or in which I have an interest, including the condition that the undersigned Transferee obtain this same agreement from any subsequent transferee.

\_\_\_\_\_  
\_\_\_\_\_  
(print name)



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 14, 2011
prepared by department division	Electric Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Utilities Advisory Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	8-0 final vote

## Subject

City of Winter Park Electric Bond Funded Capital Projects

## motion | recommendation

Adopt Revised Capital Plan recommended by Staff and the Utilities Advisory Board

## background

In November, 2007, the City of Winter Park issued \$22,135,000 of bonds to pay off a \$3.3 million Series 2005 electric system note and to provide approximately \$18 million in additional proceeds to fund various capital projects, including the 7 mainline feeder underground projects, initial funding of the PLUG-IN program, the electric system's share of the Automated Metering Reading (AMR) project, and other unidentified capital projects. The "other capital projects" have been completed, five of the seven initial undergrounding projects have been completed, and 9 PLUG-IN projects have been completed. Additionally, Winter Park electric now has completed 5 ½ years of successful system operation and better understands the electric system's capital priorities. A review and update of the system's bond funded capital plans is warranted for the following reasons:

- Successful redistribution of feeder and substation loads has changed the priority of near-term capital projects, i.e. cross system transfer capabilities have been satisfactorily addressed.
- Five and half years of system operation suggests other capital project priorities. Previous capital plans were based on limited operating history
- Undergrounding mainline feeders has been more costly than originally estimated
- Demand for PLUG-IN projects is decreasing; Pent up demand has been met and the slowing economy has adversely affected the expected number of near-term projects.

The table below summarizes the financial status of the mainline feeder under grounding project.

Mainline Feeder Project	Budget \$(000)	Balance/ (overrun) \$(000)
Webster/North Park Ave (CA-3)	3,500	(930)
Palmer	1,514	(237)
Aloma/Osceola	2,345	375
Lakemont	1,289	101
Temple Dr.	1,247	1,217
Glenridge/Lake Sue	1,411	1,376
Contingency/Other	198	198
TOTAL	11,504	2,100

The Temple Dr. and Glenridge/Lake Sue projects have been delayed pending review/action by the City Commission. The other projects are largely complete, except for removal of Brighthouse equipment in some locations. Low initial estimates have been identified as the primary reason for the mainline feeder cost overruns. Factors leading to low estimates include:

- Designs were too preliminary prior to the sale of the bonds;
- Unexpected field conditions such as more conflicting underground utilities than expected were encountered which required deeper bores and longer routes, FDOT requirements;
- Lack of City experience in undergrounding at the time that the preliminary design/cost estimates were prepared.

The table below summarizes the financial status of the "other capital projects" funded by bond proceeds. It should be noted that the "other capital projects" were not specifically identified at the time that the bonds were sold and so individual project budgets were not included in the bond prospectus.

<b>"Other Projects"</b>	<b>Budget \$(000)</b>	<b>Actual \$(000)</b>	<b>Balance/ (overrun) \$(000)</b>
Center Street (extension of CA-6 to Rollins)		215	
Rehab of Downtown Network		514	
Canton Ave. T-1		650	
<b>TOTAL "OTHER PROJECTS"</b>	<b>1,500</b>	<b>1,378</b>	<b>122</b>

In addition to the mainline feeder undergrounding and "other capital projects," \$2.5 million was borrowed for the electric system's portion of the AMR project and the initial funding for the PLUG-IN Program. To date, 9 PLUG-IN projects have been completed for a cost of \$1.1 million. That leaves a balance of \$1.4 million in the PLUG-IN fund. Interest in the PLUG-IN program has significantly declined to the point that staff is preparing to take the Williams-Ibis portion of Park Grove back to the residents for a revote. That project previously did not pass with the 2/3 required majority. The residents believe that they can now get the required 2/3 majority for passage. No other PLUG-IN project is pending for vote. Based on the experience to date, the average PLUG-IN project involves 17 lots and has cost the city approximately \$100,000.

Based on system reliability requirements, staff requests that the City Commission consider the following projects be elevated in priority and be funded by the remaining bond proceeds:

- Replace Canton Avenue Substation Transformer T-2. T-2 is 42 years old and periodic oil samples show volatile gases are increasing (i.e. the transformer is failing). For safety reasons, staff has removed T-2 from service.
- Replace Canton Avenue Substation circuit breakers. The five remaining PEF acquired circuit breakers are all older than 30 years (expected life)
- Underground eastern section of Alabama Dr. and Via Tuscany north from Palmer Avenue to Via Lugano for the purpose of improving electric reliability to the area in the system with the poorest reliability.

Staff will make a detailed presentation to the City Commission to address the need for elevating the priority of these proposed projects (see attached PowerPoint).

At the completion of the projects that are currently underway, including the Bryan Avenue PLUG-IN project which has passed the 2/3 voting requirement, but has not been through the required public hearing/city commission approval process, staff estimates that \$3.622 million of bond proceeds will be available to fund the recommended capital projects. The following table summarizes the estimated costs

of the capital projects for consideration.

<b>Capital Projects For Consideration</b>	<b>Recommended Budget \$(000)</b>
Replace Canton Ave. Substation Transformer T-2	745
Replace Canton Ave. Breakers	135
Alabama/Via Tuscany undergrounding	525
PLUG-IN Projects (funds 4 average projects)	400
Temple Ave. (Recommend deferring)	1,230
Glenridge/Lake Sue intersection of Winter Park Dr. and East Lake Sue (recommend deferring)	100
Contingency (~ 15%)	487
<b>TOTAL</b>	<b>3,622</b>

As staff will discuss in the presentation, the Glenridge/Lake Sue undergrounding project is no longer considered urgent and therefore its priority should be reduced below other more urgent capital needs. Sufficient funding does exist as outlined above to underground the intersection of Winter Park Dr. and East Lake Sue Ave. This project is not needed for reliability purposes but might be justified given the gateway nature of the intersection and the selection of the area to be included in the city's reLeaf reforestation program. Sufficient funding exists to complete the Temple Ave. undergrounding project as originally planned.

It should be noted that the Utilities Advisory Board feels strongly that the priority of undergrounding be driven by reliability considerations and has therefore suggested that both the Temple Dr. and Glenridge/Lake Sue projects be delayed until other perhaps more urgent undergrounding projects could be identified and studied.

### **alternatives | other considerations**

Alternatives available to the City include:

- Do not adjust the priority of existing and proposed capital projects
- Continue with the bond funded capital projects as originally identified with reduced scope as required to meet funding limitations.

### **fiscal impact**

Cost of recommended alternative capital projects is fully funded by remaining bond proceeds.

### **strategic objective**

Quality government services and financial security.



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 14, 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 type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

## subject

Design and Construction Process for Golf Course Starter's House

## motion | recommendation

Reject RFQ 23-2010 and accept City staff proposal to self manage and perform renovation of Winter Park County Club Starter's House with the help of a qualified construction coordinator and sub contractors.

## background

On June 14, 2010, staff released a Request for Qualification to design the renovations to the Starter's House. At that point no decision had been made regarding the future use of the building. The selection committee reviewed and ranked qualified historic preservation architects with a recommendation to begin negotiations with the top ranked firm Bender & Associates, approved at the September 27, 2010 Commission meeting. On September 27, 2010, the Commission approved the future use of the Starter's House to be restrooms/dressing rooms and bag storage to support golf course operations. After entering negotiations with Bender & Associates it became obvious that sufficient funds were not available to fully realize the Commission's vision through a traditional design/build process using a historic preservation architect and general contractor.

A copy of Burt Bender's assessment is attached for your review.

City staff has reviewed the scope and discussed the project concept with other professionals and feels the best way to fulfill the Commission's vision, with the available funding, is to self manage and perform the work with the help of an experienced construction coordinator and team of subcontractors to support City forces.

The Historic Preservation Board review and architectural design work would be performed by a local architect with vested ties to the community under the direction of the City's construction manager and the experienced construction coordinator. This process will be much simpler as there is a predetermined use with the existing structure and will be below the Consultant's Competitive Negotiation Act (CCNA) thresholds.

Staff feels this is the most appropriate way to engage the locally preservationist minded community, to control all aspects of the project and ensure the project is completed within budget.

## alternatives | other considerations

Reduce scope, increase budget or phase project

### **fiscal impact**

Current funding to meet the stated objectives for the building is \$175,000, which has been budgeted over the past 2 fiscal years.

The anticipated use of funds is:

Project Coordinator Cost	\$10,500
Architectural Services	\$8,000
Permitting/Impact Fees	\$8,000
Contingency	\$17,500
Labor	\$50,000
Materials	<u>\$81,000</u>
	\$175,000

### **strategic objective**

Quality Facilities and Infrastructure



November 9, 2010



Mr. Troy Attaway, Public Works Director  
City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789-4386

**RE: Golf Pro Shop Renovations, RFQ-23-2010  
Architectural Fee Proposal**

Dear Troy,

We are pleased to have been selected as the architect for the Golf Pro Shop and are looking forward to working with you on it.

As discussed this week, the City Commission has established a budget of \$175,000 for this project to include construction, A/E services, reimbursable expenses and other miscellaneous soft costs. The program elements that we discussed as desired include: locker/changing rooms, restrooms (ideally with showers,) bag storage and, you would like the facility to be air conditioned. The existing facility is about 1200 square feet, including the enclosed porch area. During our interview, we recommended completion of a historic structure report and a public forum process to establish needs and priorities. The proposed budget and established program preclude these activities, although we will still need to research the building history through a review of documents provided by you, and we will need to conduct a thorough on-site analysis of the building. The budget can be prorated as follows:

Total available funds .....	\$175,000
Pre design costs including reimbursables (deduct) .....	16,000
<u>Construction contingency @ 10% of subtotal (deduct).....</u>	<u>16,000</u>
Balance available for construction including A/E services .....	\$143,000

The building is estimated at 1200 square feet, including the enclosed porch. Currently, new construction around the State has been averaging around \$350 to \$400/square foot. Renovations as a percentage of this average can cost from 50% to 75% of new construction. Because there are no interior finishes, no plumbing systems and the electrical is inadequate, you should anticipate costs for a completely finished facility, i.e. bathrooms, showers, air conditioning, etc., of \$250 to \$300 per square foot, or in excess of \$300,000 and likely around \$350,000. A/E fees, expenses and other soft costs will increase this total by around 20%. Your options are to increase your budget, reduce your program, or phase the project over a number of years.

410 Angela Street  
Key West, Florida 33040  
Telephone (305) 296-1347  
Facsimile (305) 296-2727  
Florida License AAC002022  
[www.BenderArchitects.com](http://www.BenderArchitects.com)

### Option A: Reduced Scope

Given the structural condition of the building, I anticipate that structural stabilization; foundations, walls, roof, will take about \$35 to \$40 per square foot, say \$40,000 to \$50,000. Plumbing fixtures, in most renovations, including installation, can be budgeted at \$1,500 per fixture. Since this building has no plumbing, water and sewer will need to be run from an exterior source. Assuming 8 fixtures, I anticipate this will double to about \$24,000. Electrical will likely take \$15 to \$18/s.f. or about \$18,000 to \$22,000. This approach assumes no new construction, interior finishes or air conditioning.

### Option B: Phased Construction, No New Construction

Under this option, we would expand the above scope to include air conditioning, insulation as appropriate to the historic resource and interior finishes. Documents could be prepared for the full scope or each phase as needed based on a master plan design.

### Option C: Phased Construction, New Construction.

If our analysis determines that the flat roof additions are not historic and their removal is justified, we would prepare a design that reflects your optimal needs and design an addition to reflect that program.

### Option D: Increased Budget

Under this option, we would proceed with either B or C above as may be appropriate.

Based in the above, we propose the following:

#### Field Survey Pre-design Services

Task Description	Project Manager	Project Architect	Admin. Assistant
Prepare base documents/gather information	N/C	2	1
Field work – 2 days each	20	20	
Existing conditions documents – 2 days	N/C	16	
Write draft report assessment	4		4
<b>Total Hours/Existing Conditions Drawings &amp; Recommendations</b>	24	38	5
\$/hour	\$180	\$140	\$80
Labor cost	\$4,320	\$5,320	\$400
Total B&A Labor Cost	\$10,040		
Atlantic Engineering Labor Cost \$3,600 x 1.1	3,960		
HNGS Labor Cost	N/A		
<b>TOTAL</b>	<b>\$14,000</b>		



The above time is required under all options. A detailed structural and existing condition survey is required to determine what stabilization methods will be required and what fabric can be salvaged. As a part of this analysis, we will evaluate the history of the building and site to form an opinion on which elements are historically significant and which are not. We will rely on you to provide existing historic data, photographs, National Register Nomination forms and similar documents. This information will be used to determine an appropriate design approach. We will issue recommendations for your consideration. There is no charge for this service.

The following breakdown is for each option on a progressive fee basis by adding additional scopes.

**OPTION "A": REDUCED SCOPE (NO A/C)**

<b>Task Description</b>	<b>Project Manager</b>	<b>Project Architect</b>	<b>Admin. Assistant</b>
Design	8	32	
Preservation Board submittal/meeting	8		
Construction documents (5 sheets @ 20 hrs ea.)	8	92	
Specifications	16		8
Bidding support	4	4	4
Contract administration (4 site visits, shop drawing review, etc.)	40	20	4
<b>Total Hours</b>	<b>84</b>	<b>148</b>	<b>16</b>
\$/hour	\$180	\$140	\$80
Labor cost	\$15,120	\$20,720	\$1,280
Total B&A Labor Cost	\$37,120		
Atlantic Engineering Labor Cost \$71,500 x 1.1	\$8,250		
HNGS Labor Cost (no construction phase site visits)	\$7,480		
<b>TOTAL</b>	<b>\$52,850</b>		
<b>Professional Courtesy Discount</b>	<b>(\$4,850)</b>		
<b>TOTAL</b>	<b>\$48,000</b>		

Design through bidding support @ 75%.....\$36,000  
Contract administration @ 25%.....\$12,000

**OPTION "B": PHASED CONSTRUCTION, NO NEW CONSTRUCTION**

No additional time for Bender & Associates or Atlantic Engineering. This option adds design costs for air conditioning.

Task Description	Project Manager	Project Architect	Admin. Assistant
Coordination	N/C		
<b>Total Hours</b>	0		
\$/hour	\$180	\$140	\$80
Labor cost	0		
Total B&A Labor Cost	N/A		
Atlantic Engineering Labor Cost	N/A		
HNGS Labor Cost	\$2,750		
<b>TOTAL INCREASE TO "A"</b>	\$2,750		

**TOTAL OPTIONS "A" & "B"**

**\$50,750**

**OPTION "C": PHASED CONSTRUCTION, NEW CONSTRUCTION**

Under Option "C", additional time is required for structural engineering and architectural design/construction drawings. Mechanical and plumbing system design time will not change, assuming the building size is similar. The additional construction time will require additional contract administration as well.

Task Description	Project Manager	Project Architect	Admin. Assistant
Design (Additional to Option "A")	8	32	
Construction documents (1 additional sheet @ 24 hrs ea.)	4	20	
Additional contract administration (3 site visits,)	20	10	2
<b>Total Hours</b>	32	62	2
\$/hour	\$180	\$140	\$80
Labor cost	\$4,480	\$8,680	\$160
Total B&A Labor Cost	\$13,320		
Atlantic Engineering Labor Cost \$10,800 x 1.1	\$11,880		
HNGS Labor Cost (No Change)	N/A		
<b>TOTAL</b>	<b>\$25,200</b>		

**TOTAL OPTIONS "A" , "B", & C**

**\$75,950**

**OPTION "D": INCREASED BUDGET**

Under all of the above options a budget increase is recommended. However, under Option "A", the scope can be reduced to meet your budget although some spaces will have no finishes.

**Reimbursable Expenses:**

We anticipate the following expenses. Travel is assumed to be by driving. Mileage rates are calculated at .50/mile.

**Pre-design field survey:**

**Travel:**

Key West/Winter Park/Key West 800 miles @ .50/mile x 1 trip	\$400
Jacksonville/Winter Park/Jacksonville 280 miles @ .50/mile x 1 trip	\$280
Lodging: 2 rooms/ 2 nights + 1 room/1night @ \$100	\$500
Per Diem: 5 days @ \$38	\$190
<u>Document reproduction/FedEx/Miscellaneous</u>	<u>\$330</u>
<b>Total Pre-design field survey</b>	<b>\$1,700</b>

**Option "A":**

**Travel:**

Key West/Winter Park/Key West 800 miles @ .50/mile x 5 trips	\$2,000
Jacksonville/Winter Park/Jacksonville 280 miles @ .50/mile x 2 trips	\$ 560
Miami/Winter Park/Miami	N/A
Lodging: 5 nights @ \$100	\$ 500
Per Diem: 5 days @ \$38	\$ 190
<u>Miscellaneous</u>	<u>\$ 250</u>
<b>Total Option "A"</b>	<b>\$3,500</b>

**Option "B" Adds:**

**Travel:**

Miami/Winter Park/Miami @ \$250	\$ 500
---------------------------------	--------

**Option "C" Adds:**

**Travel:**

Key West/Winter Park/Key West 800 miles @ .50/mile x 3 trips	\$1,200
Jacksonville/Winter Park/Jacksonville 280 miles @ .50/mile x 2 trips	\$ 560
Miami/Winter Park/Miami 1 trip @ \$250	\$ 250
Per Diem: 3 days @ \$38	\$ 114
<u>Document reproduction/FedEx/Miscellaneous</u>	<u>\$ 250</u>
<b>Total Option "C"</b>	<b>\$2,500</b>

**Total Reimbursables**

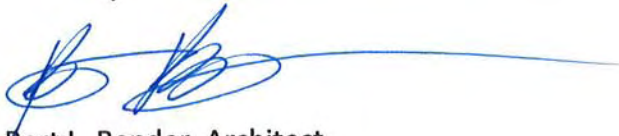
**\$8,200**

Under all of the above options a budget increase is recommended. However, under Option "A", the scope can be reduced to meet your budget although some spaces will have no finishes.

Please call to discuss as appropriate. This fee proposal is the beginning of the process and I expect several variations exploring different scopes and approaches will be required in order to finalize the proposal.

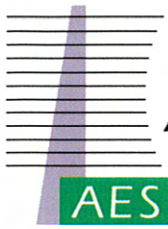
Thank you for your consideration.

Sincerely,



Bert L. Bender, Architect

BLB/ddk



**Atlantic Engineering Services**

6501 Arlington Expressway, Building B, Suite 201  
Jacksonville, FL 32211  
Phone: 904.743.4633 Fax: 904.725.9295  
E-mail: jax@aespi.com

October 29, 2010

Mr. Bert L. Bender, R.A.  
Bender & Associates, Architects  
410 Angela Street  
Key West, Florida 33040-7402

Re: Country Club Pro Golf Shop Restoration and  
Construction Documents  
Winter Park, Florida

Project: #310-206.01  
310206\_01^PRO\_02.doc

Dear Bert:

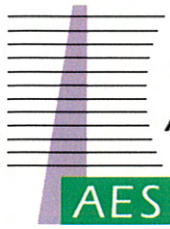
I am writing at your request to submit this proposal for consulting structural engineering services on the above referenced project. This proposal is based upon the Architectural/Engineering proposal for the Winter Park Golf Shop Renovation presentation made on August 6, 2010, a site visit on August 5, 2010, and your emails from August 19, 2010, and October 13, 2010 outlining the scope of the project.

As I understand it, the project will consist of the evaluation and restoration to the original historic one-story, 1,200 square foot Winter Park Country Club Golf Pro Shop, and Starter Building, ca. 1913, which is adjacent to the main clubhouse. As part of the restoration, a new locker room with restrooms and maintenance/storage building may be constructed as a separate phase. The existing Winter Park Country Club Golf Pro Shop and Starter Building is a one-story wood frame structure with a wood framed ground floor founded on shallow foundations. This historic building is to be stabilized and completely restored. The new locker room and maintenance/storage building will be constructed of similar materials and style as the historic building in order to complement the historic site structures.

The services to be provided by Atlantic Engineering Services of Jacksonville (AES), shall be:

- 1) Review existing documents that may be available including, but not limited to, construction drawings, specifications, agreements, and change orders.
- 2) One (1), 1-day site visit to observe and record the existing structural conditions.
- 3) Perform structural analysis based on 1) and 2) above.
- 4) Prepare a written report providing you with a description of our findings and conclusions with regard to the above work.
- 5) In the Schematic Design Phase (SD Phase), review alternative structural systems and provide two (2) sets of non-dimensioned sketches of those systems.
- 6) In the Design Development Phase (DD Phase), based on the SD Phase studies approved by the Architect, perform structural analysis and design and prepare DD Phase documents that will fix and describe the structural dimensions, materials and types of construction. Two (2) sets of prints of the DD Phase documents or progress documents will be provided.





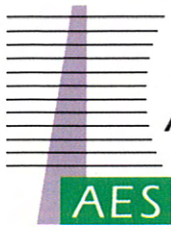
## Atlantic Engineering Services

To: Mr. Bert L. Bender, R.A.  
Project: 310-206.01  
Date: October 29, 2010  
Page: 2

- 7) In the Construction Documents Phase (CD Phase), based on the DD Phase documents approved by the Architect, perform structural analysis and design and prepare drawings setting forth in detail the structural requirements of the project. Two (2) sets of prints of the CD Phase documents or progress documents will be provided. One (1) set of reproducible documents will be provided at the conclusion of the CD Phase. In the CD Phase, provide assistance in your preparation of the contract specifications. You will provide the specifications in your preferred format for editing of structural sections by AES. You will prepare the final production of the specifications.
- 8) In the Construction Phase, review and take other appropriate action on the structural shop drawings only for conformance with the design concept of the project and compliance with the information given in the contract documents. One (1) reproducible and one (1) print shall be returned to the Architect upon completion of the review.
- 9) Perform one (1) site visit for the historic building and two (2) site visits for the new building at intervals appropriate to the various stages of the construction to observe the progress and the quality of the work of the contractor(s) and prepare written reports of each site visit.

The total fee for the above services 1) through 9) shall be Twenty Three Thousand Ninety-Five Dollars (\$23,095.00) including expenses and is broken down as follows:

Investigative Site Visit & Historic Structures Report	\$ 3,600.00
Expenses	\$ 520.00
<b>Subtotal</b>	<b>\$ 4,120.00</b>
<b>Historic Building Construction Documents:</b>	
Construction Documents	\$ 4,500.00
Shop Drawing Review	\$ 1,500.00
Construction Site Visit	\$ 1,500.00
Estimated Expenses	<u>\$ 225.00</u>
<b>Subtotal</b>	<b>\$ 7,725.00</b>
<b>New Building:</b>	
Construction Documents	\$ 6,300.00
Shop Drawing Review	\$ 1,500.00
Construction Site Visits	\$ 3,000.00
Estimated Expenses	<u>\$ 450.00</u>
<b>Subtotal</b>	<b>\$11,250.00</b>
<b>TOTAL</b>	<b>\$23,095.00</b>



## Atlantic Engineering Services

To: Mr. Bert L. Bender, R.A.  
Project: 310-206.01  
Date: October 29, 2010  
Page: 3

Any services authorized by you, in addition to those set forth above, shall be billed in addition to the above total fee at the following rates:

Principal	\$150.00/hour
Senior Project Engineer	\$125.00/hour
Project Engineer	\$110.00/hour
Engineer	\$100.00/hour
CADD Operator	\$ 75.00/hour
Administrative	\$ 50.00/hour
Expenses	1.0 times cost

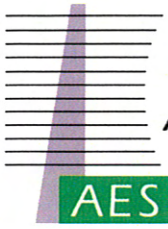
Additional services include, but are not limited to, the following:

- Providing SD documentation more extensive than non-dimensioned sketches.
- Providing more than two (2) sets of DD Phase documents or progress prints.
- Providing more than two (2) sets of prints of the CD Phase documents or progress documents and/or one (1) set of reproducible documents.
- Providing typed and/or final copies of specifications.
- Attending meetings with potential contractors.
- Responding to contractor inquiries prior to the awarding of the contract to a contractor.
- Providing more than one (1) reproducible and one (1) print of shop drawing submittals.
- Making more than one (1) investigative site visit; one (1) construction visit to the historic building and two (2) construction site visits to the new building.
- Making revisions to the drawings, specifications or other documents after approval of information from the Architect.
- Providing Opinions of Probable Cost.
- Preparing a set of record drawings.
- Preparation of component and/or cladding loading drawings.
- Preparation of component and/or cladding design.
- "Fast-tracking" of structural design documents which requires the issuance of structural construction documents prior to the issuance of architectural construction documents.
- Design of deep foundations.
- Design of light gauge metal framing systems including, but not limited to, walls, ceilings, fascia and soffit.
- Making value engineering revisions at the request of the contractor after the issue of CD Phase documents.

Expenses include travel, parking, photographic processing, copying and printing costs, postage and special shipping costs, costs of tools or special equipment.

AES shall submit monthly statements for services rendered. Payment is due within 30 days of the date of the invoice. A service charge of 1 1/2 percent per month of the outstanding balance may be charged on all balances outstanding more than 60 days. AES reserves the right to stop work on its work when the balance for invoiced services is outstanding more than 60 days.





## Atlantic Engineering Services

To: Mr. Bert L. Bender, R.A.  
Project: 310-206.01  
Date: October 29, 2010  
Page: 4

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of AES and AES's officers, directors, partners, employees and sub-consultants, and any of them, to you and anyone claiming by or through you, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project or the agreement from any cause or causes shall not exceed One Million Dollars (\$1,000,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

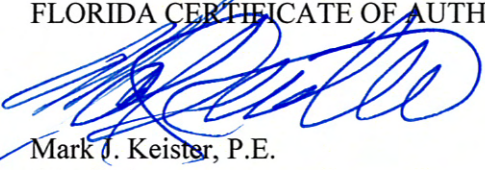
AES shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). AES's efforts in the Construction Phase will be directed toward providing a greater degree of confidence for you that the completed work of contractor(s) will conform to the contract documents, but AES shall not be responsible for the failure of contractor(s) to perform work in accordance with the contract documents.

In the event that you make a claim or bring an action against AES, its officers and/or its employees arising from the performance of our professional services and such action is dismissed or you fail to prove such a claim, then you agree to pay all legal and other costs (including attorneys' fees) incurred by AES in its defense of such claim.

The contract drawings and reports are instruments of service in respect of the project and AES shall retain ownership and property interest therein whether or not the project is completed. Any reuse without written verification from AES shall be at your own risk and you hereby indemnify and hold harmless AES, its officers and employees from all claims, damages, losses and expenses arising out of or resulting therefrom. Any such reuse or adaptation will entitle AES to further compensation to be agreed upon by you and AES.

Please indicate your acceptance of this proposal by signing and returning one copy

Very truly yours,  
ATLANTIC ENGINEERING SERVICES OF JACKSONVILLE  
FLORIDA CERTIFICATE OF AUTHORIZATION #791

  
Mark J. Keister, P.E.  
Principal

MJK/drg

ACCEPTED BY:

\_\_\_\_\_  
Signed / Title

\_\_\_\_\_  
Date





# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 14, 2011
prepared by department division	City Management	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		

## subject

Re-amortization of funding in Police and Fire Pension Plans

## motion | recommendation

Accept report from Actuarial Concepts of options for smoothing upcoming pension obligations of the police and fire pension funds. Authorize funding of option 2, beginning in the current FY from the additional reserves set aside for this purpose, once approved by the Police and Fire Pension Boards.

## background

During the previous budget year, the City commissioned an actuarial study by Foster and Foster, to assist in evaluating ways to reduce future pension costs. The Study took a 10 year look at future obligations as well as potential efforts to reduce costs. In the 10 year analysis of existing costs, it was determined both police and fire pension costs were anticipated to rise significantly beginning in 2014 (fire) and 2016 (police). As the FY11 budget was finalized, approximately \$1 million of additional reserves were set aside to address the pension obligation and \$50,000 was budgeted to fund a comprehensive pension study.

In October, the City hired Jim Linn, an attorney and expert in Florida pension law to assist in the development of a comprehensive strategy to reduce pension costs in both the police and fire pension programs. He is working on three key strategies; smoothing the upcoming contribution spike, recommending plan design changes that will create sustainability within the pension plans, and recommending best practices for management of the pension program.

The first task is complete and attached is the report developed to offer the City three options for smoothing the upcoming funding spike. In every option it is necessary for the City to increase its contribution in the near term to reduce the spike over time. Further the consultant placed restraints on the solution that did not create another "hump" and solved to permanently "kill the hump." Below are the funding impacts of the three options.

alternatives | other considerations

Three options are provided. Additionally, the City could not implement any of the options and either continue to set aside reserves to cover costs in future years or budget in future years as necessary to cover that year’s costs (not recommended).

fiscal impact

	Option 1 (10 Yrs)	Option 2 (12 Yrs)	Option 3 (15 Yrs)
Fire	\$385K	\$310K	\$255K
Police	\$332K	\$267K	\$203K
Total	\$717K	\$577K	\$458K

long-term impact

The smoothing costs would be added to the City’s total required contribution for the time specified in the option selected. Cost in future years would increase as payroll increases, using the current amortization methodology.

strategic objective

Quality government services and financial security.

February 1, 2011

Ms. Mary Greenwood  
Human Resources Manager  
City of Winter Park  
401 Park Avenue South  
Winter Park, Florida 32789-4386

Dear Mary:

**CITY OF WINTER PARK FIREFIGHTERS' RETIREMENT SYSTEM  
ACTUARIAL STUDY RESULTS**

Actuarial Concepts has been retained by the City of Winter Park to perform an analysis to determine a revised unfunded liability amortization schedule for the Police Officers' Retirement System Pension Board. The purpose of such revision is to mollify the contribution "hump" existing with the current amortization schedule.

Perhaps it is obvious, but in order to smooth the "hump", the City must increase its contributions somewhat over the near term in order to assist in reducing the "hump".

The proposed revision is to combine two of the current unfunded "bases" in a way that extends payments a little, but not beyond what might be considered reasonable by the State. (There is a 30 year from inception maximum on funding amortizations that should not be further extended due to a combination.)

Another restraint that we placed on the revision is not to create another "hump". It seems less than optimal just to push the problem down the road of time somewhat. This means the credit base and the debit base that are revised should have the same revised length to completion. Although this further restricts the ability to minimize the increase in payment amounts, it does "kill the hump", not just temporarily wound it.

Specifically, we propose to combine the current 5 year remaining base of \$1,686,479 with the current 10 year remaining base of \$6,223,477 to a balance of \$4,536,998 and amortize that over a period of years indicated under the options below.

Option 1 (the one that should have no issues to obtain approval) is the use a 10 year amortization of the remaining gain balance and meld it in with the current 10 year amortization base. This option would increase contribution requirements by \$385,000 (2010 \$ amount; would increase as payroll increases, same as the current amortization methodology).

Ms. Mary Greenwood  
February 1, 2011  
Page 2

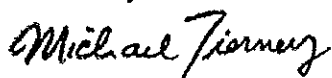
Option 2 would use a 12 year amortization period of the remaining gain balance and meld it in with the current 10 year amortization base (changing it to 12 years also). This option would increase contribution requirements by \$310,000 (2010 \$ amount; would increase as payroll increases, same as the current amortization methodology). Should be approved, but no guarantees.

Just for information, a 15 year version would increase contributions by about \$255,000 (2010 \$ amount; would increase as payroll increases, same as the current amortization methodology). Unclear as to approvability.

All this assumes payments would be increased for the 2010-11 FY; if they are not, then we have only a reduced gain base (4 years worth) to dampen the "hump", thus less effective.

It is unfortunate that a "smoothing" could not have taken place earlier; more gain balance would have meant less contribution increase to smooth the "hump".

Sincerely,



Michael J. Tierney

February 1, 2011

Ms. Mary Greenwood  
Human Resources Manager  
City of Winter Park  
401 Park Avenue South  
Winter Park, Florida 32789-4386

Dear Mary:

**CITY OF WINTER PARK POLICE OFFICERS' RETIREMENT SYSTEM  
ACTUARIAL STUDY RESULTS**

Actuarial Concepts has been retained by the City of Winter Park to perform an analysis to determine a revised unfunded liability amortization schedule for the Police Officers' Retirement System Pension Board. The purpose of such revision is to mollify the contribution "hump" existing with the current amortization schedule.

Perhaps it is obvious, but in order to smooth the "hump", the City must increase its contributions somewhat over the near term in order to assist in reducing the "hump".

The proposed revision is to combine two of the current unfunded "bases" in a way that extends payments a little, but not beyond what might be considered reasonable by the State. (There is a 30 year from inception maximum on funding amortizations that should not be further extended due to a combination.)

Another restraint that we placed on the revision is not to create another "hump". It seems less than optimal just to push the problem down the road of time somewhat. This means the credit base and the debit base that are revised should have the same revised length to completion. Although this further restricts the ability to minimize the increase in payment amounts, it does "kill the hump", not just temporarily wound it.

Specifically, we propose to combine the current 5 year remaining base of \$3,403,983 with the current 10 year remaining base of \$7,432,363 to a balance of \$4,028,380, and amortize that over a period of years indicated under the options below.

Option 1 (the one that should have no issues to obtain approval) is the use a 10 year amortization of the remaining gain balance and meld it in with the current 10 year amortization base. This option would increase contribution requirements by \$332,000 (2010 \$ amount; would increase as payroll increases, same as the current amortization methodology).

Ms. Mary Greenwood  
February 1, 2011  
Page 2

Option 2 would use a 12 year amortization period of the remaining gain balance and meld it in with the current 10 year amortization base (changing it to 12 years also). This option would increase contribution requirements by \$267,000 (2010 \$ amount; would increase as payroll increases, same as the current amortization methodology). Should be approved, but no guarantees.

Just for information, a 15 year version would increase contributions by about \$203,000 (2010 \$ amount; would increase as payroll increases, same as the current amortization methodology). Unclear as to approvability.

All this assumes payments would be increased for the 2010-11 FY; if they are not, then we have only a reduced gain base (4 years worth) to dampen the "hump", thus less effective.

It is unfortunate that a "smoothing" could not have taken place earlier; more gain balance would have meant less contribution increase to smooth the "hump".

Sincerely,



Michael J. Tierney



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 14, 2011
prepared by department division	Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Public Art Advisory Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	9-0 final vote

## subject

Winter Park resident Micheline Kramer is offering to give a sculpture, *White "A"* by noted artist Jane Manus, to the city. Certain conditions are requested.

## motion | recommendation

The Public Art Advisory Board recommends receiving the sculpture gift, and requests approval for the city attorney to negotiate a Deed of Gift between Ms. Kramer and the city.

## background

Ms. Kramer approached the PAAB with the proposal to give a sculpture to the city for exhibition at the eastern terminus of Morse Boulevard in the green space right of way by Lake Osceola and the Winter Park Boat Tour. The sculpture entitled *White "A"* is by noted artist Jane Manus. It is 111" high x 80" width x 60" depth painted welded aluminum. The artist's bio and a photo of the artwork follow. She moved from her former house to the Cloisters and would like to share the artwork with the public as well as continue to enjoy it. Former PAAB member and current City Commissioner Tom McMacken and Parks Director John Holland met at the proposed site and agreed that the site could support the sculpture on a concrete pad. Mr. Ron Hightower, operator of the boat tour, has been contacted via letter and no comments have been received. Given the height of the sculpture, a nearby young Tulip tree may need to be moved for both good of the tree and the sculpture. The PAAB is developing a tour of significant artwork visible from the Winter Park chain of lakes and this sculpture would be a feature of this and other public art tours.

## alternatives | other considerations

Ms. Kramer is requesting that the following conditions be included in the Deed of Gift:

- The sculpture would be displayed in the Morse Boulevard easement for minimum of ten years.
- If at the end of that period, the city wants to relocate the sculpture, Ms. Kramer would need to approve the new location.
- After 20 years, it would be the city's choice to determine the location.
- The installation and base instructions would be provided by Ms. Kramer
- The city will maintain the sculpture by washing it.

- The city will contact Ms. Kramer or the artist before making any repairs should damage occur.
- Any publication or print materials will state that the sculpture was donated, "in honor of Sumner Kramer".

### **fiscal impact**

City staff could build the concrete pad and move and install the artwork with materials costs coming from the current public art budget. Estimated cost: \$700.00.

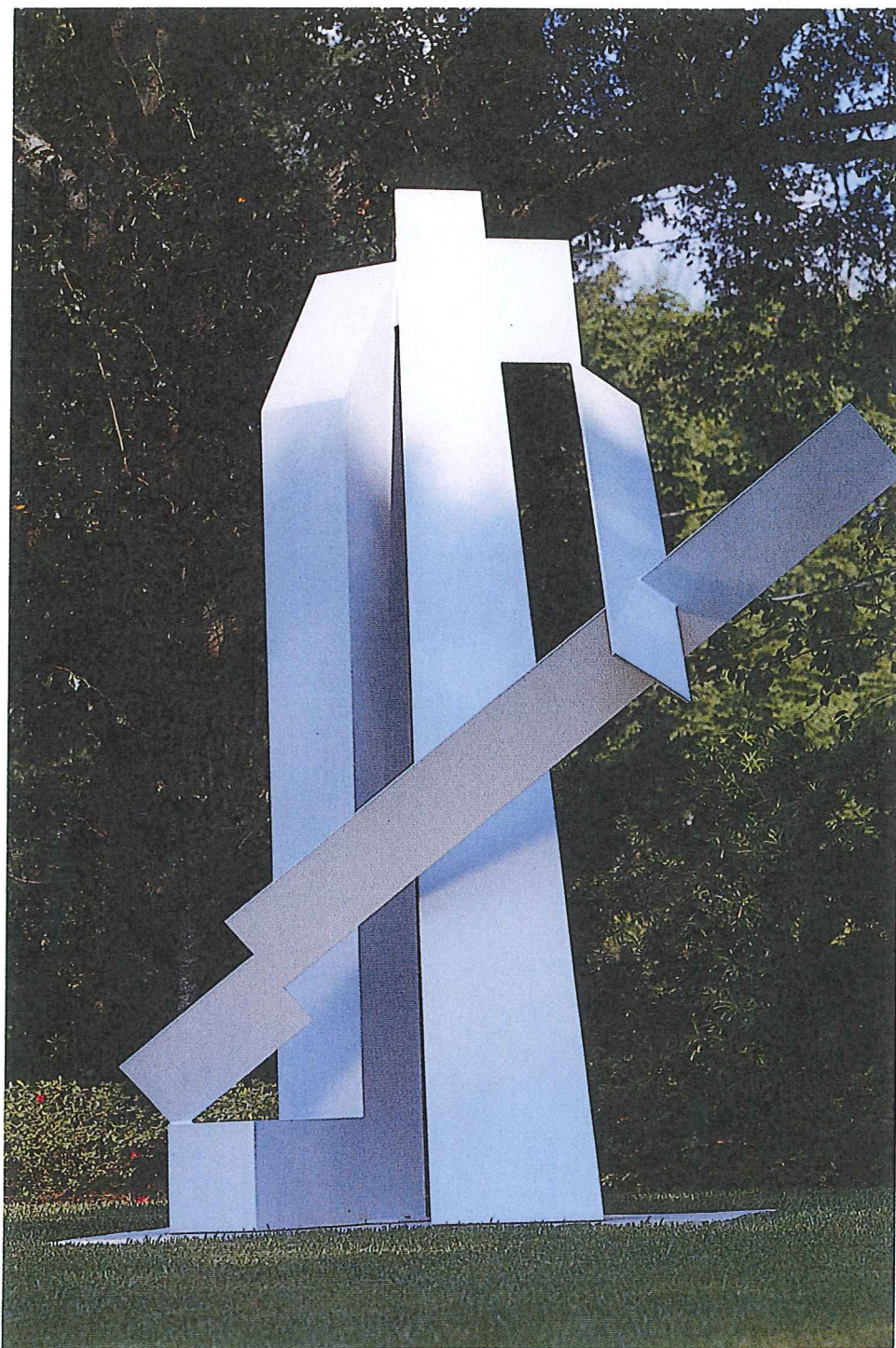
### **long-term impact**

*White "A"* by Jane Manus would enhance the city's collection of fine art and would be exhibited to the public to demonstrate the city's commitment to art and culture. The proposed location is by a popular destination for good quality exposure to visitors and residents. The gift would require a ten year commitment to retain the sculpture in the Morse Boulevard lakeside easement.

### **strategic objective**

Quality economic development.

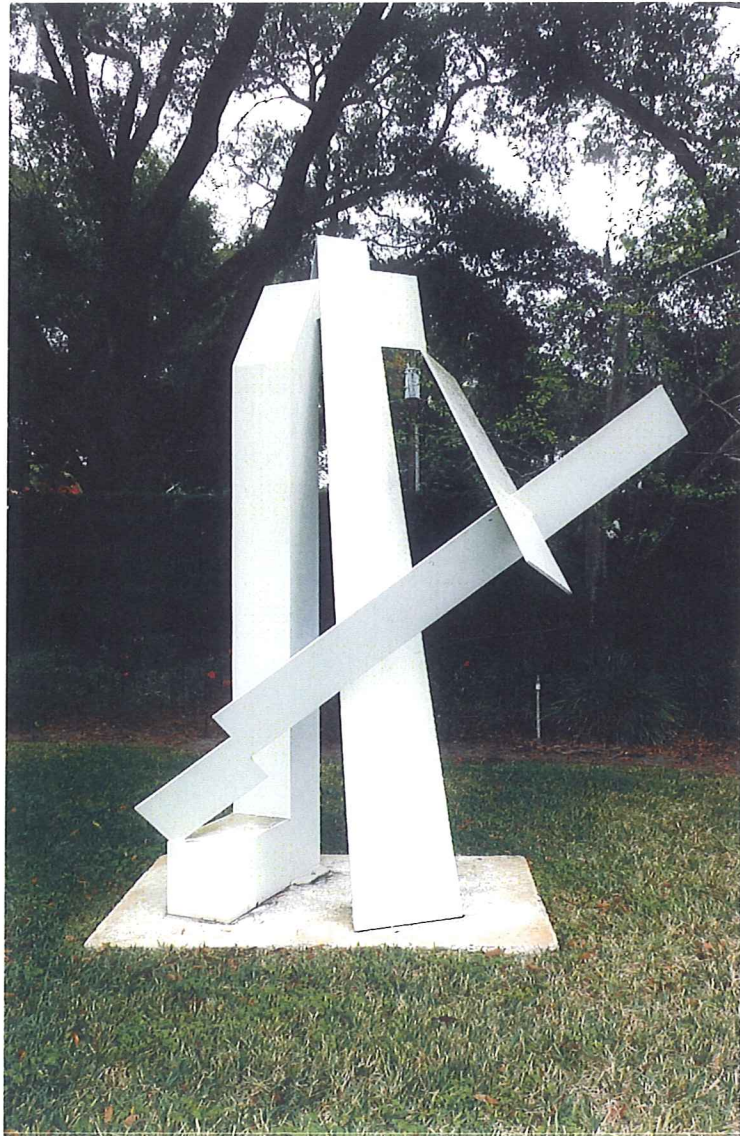




**White "A"**

1993 Painted welded aluminum

111" x 80" x 60"













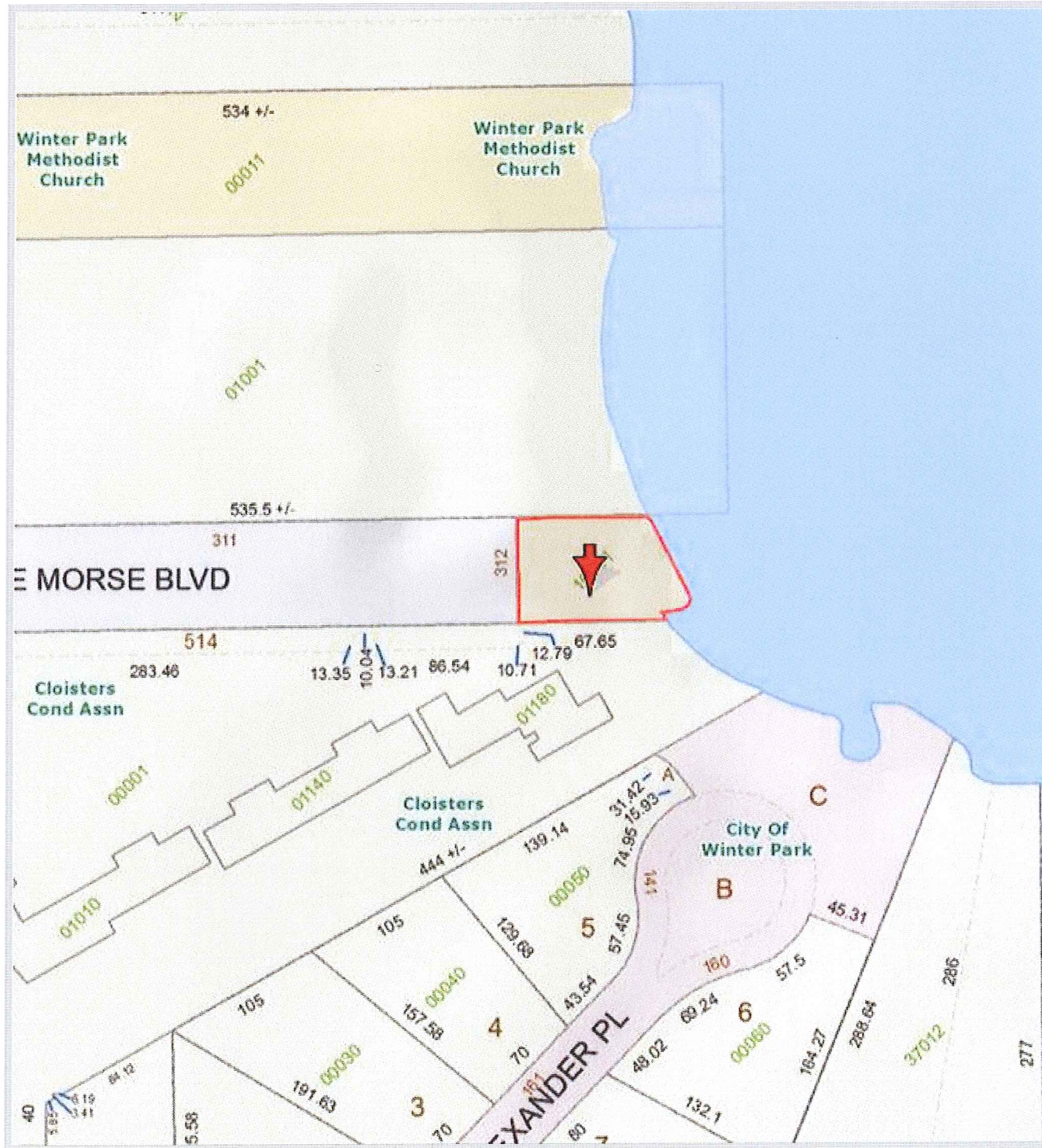


302206000010001 04/07/2006





## OCA Property Map



Parcel ID: 302206000010001 (Rng-Twn-Sec format)

0

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

Created on 1/31/2011, Copyright 2007. Orange County Property Appraiser

# JANE MANUS

## SOLO EXHIBITIONS:

- 2009: **Lincoln Center Collects**, featuring Jane Manus & Thomas Lollar,  
Ann Norton Sculpture Garden, West Palm Beach, FL.  
January 7 – February 15  
**Lincoln Center Collects**, featuring Jane Manus & Thomas Lollar,  
Karen Lynne Gallery, Boca Raton, FL.  
March 5 – 30
- 2008: **“Synapse”**, Samuel P. Harn Museum of ART, Gainesville, FL.  
October 10 – October 2010
- 2007: **Space**, WhiteSpace Gallery, West Palm Beach, FL  
November 2007 – February 2008  
**Geometry**, Larsen Gallery, Scottsdale, AZ  
October 1 – November 30  
**Jane Manus**, Galleria Ristori, Albenga, Italy  
June 2 – July 31
- 2006: **Functional Sculpture**, Galerie Francoise et E.S.F., Baltimore, MD  
August 27 – October 6  
**Extension 2006**, Haskell Gallery, Jacksonville International Airport, FL.  
July 22 – October 29
- 2005: **Extension**, 511 Gallery, New York, NY  
September 8 – October 22  
**Modern Minimal, Modern Abstract**, Wallace Fine Art, Longboat Key, FL.  
January 21 – February 11
- 2004: **City Works**, Donna Tribby Fine Art, West Palm Beach, FL.  
October 20 – November 15
- 2003: **Art Basel**, Official Closing Party (Featured Artist), Nikki Beach Club, Miami Beach, FL  
December 3 – December 7  
**Jane Manus Sculpture**, Art+ Gallery, Coral Gables, FL  
September 18 – November 1  
**Jane Manus**, The Cultural Exchange Gallery, Scottsdale, AZ  
February 6 - March 6  
**Jane Manus New Work**, Waddington & Tribby Fine Art, Boca Raton, FL  
January 9 - February 10



- 2002: **Jane Manus "Framing" Spaces**, Ann Norton Sculpture Garden, West Palm Beach, FL  
November 1 - December 10  
**Jane Manus**, Heriard Cimino Gallery, New Orleans, LA  
August 3 - September 3  
**Only Connect**, Jane Manus, Andrea Pronto Arte Contemporanea, Crespano, Italy  
February 2 - March 2
- 2001: **Jane Manus & Bruce Helander**, Sculptural Collaboration, Cima Gallery, West Palm Beach, FL.  
December 21 - January 9, 2002  
**Jane Manus of Form and Color**, Coral Springs Museum, Coral Springs, Florida  
October 6 - December 30  
**15<sup>th</sup> Anniversary Celebration**, Sculpture - Jane Manus, Corbino Galleries, Longboat Key, Florida  
January 12 - January 26
- 2000: **Jane Manus**, Arts on Douglas, New Smyrna Beach, FL  
October 7 - November 1  
**"Tete a Tete" Rotraut & Jane Manus**, Galerie Francoise et E.S.F Lutherville, MD  
June 3 - July 6  
**Jane Manus Sculpture**, Heriard-Cimino Gallery, New Orleans, LA  
April 1 - May 2
- 1999: **A Search for Serenity**, Corbino Gallery, Longboat Key, FL  
February 28 - March 12
- 1998: **Summer Solstice Show**, Feature Sculptor, Galerie Francoise et E. S. F. Lutherville, MD  
June 4 - October 1
- 1997: **Red, White, and Blue** - Sculpture Center at Esperante, West Palm Beach, FL  
June 1 - October 10  
**Jane Manus "Sculpture"** - Ken Elias Gallery, West Palm Beach, FL  
January 15 - February 14
- 1996: **Art in Public Places Exhibition**, Comune di Bagno a Ripoli, Florence, Italy  
June 14- July 4  
**Jane Manus Sculptor**, Georgia Museum of Art, Athens, Georgia - one person indoor and outdoor show in cooperation with the opening of the new Museum and the 1996 Olympic Games  
April 14 - August 25  
**Jane Manus Sculptor**, Barbara Scott Gallery, Miami Beach, FL  
March 9 - April 9
- 1994: **Jane Manus Sculptor**, Wahlstrom Sculpture Garden, Vero Beach Museum of Art, Vero Beach, Florida  
March 26 - September 4



- 1992: **Peter Reginato & Jane Manus, "Two Visions of Abstract Constructive Sculpture",**  
Museum of Art, Fl. Lauderdale, Fl.  
September 14, 1991 - January 24
- 1991: **Jane Manus "73"** Cornell Fine Arts Museum, Rollins College, Winter Park, Florida  
September 7 - November 21
- 1990: **Jane Manus,** Ann Norton Sculpture Garden, West Palm Beach, Florida,  
November 21 - February 4, 1991
- 1989: **Jane Manus** Gallery Camino Real, Boca Raton, Florida,  
April 7 - April 30
- 1987: **Jane Manus Sculptures** Ann Norton Sculpture Garden, West Palm Beach, Florida,  
December 8 - January 24
- 1988: **Jane Manus** Palm Beach Community College, West Palm Beach, Florida,  
January 7 - 29
- 1985: **Outdoor Sculpture** Ann Norton Sculpture Garden, West Palm Beach, Florida,  
May 23 - June 30
- 1984: **Jane Manus** Center for Contemporary Art, West Palm Beach, Florida  
September 21 - October 18  
**Jane Manus,** Exposures Gallery, Dallas, Texas,  
June 5 - July 2
- 1981: **Jane Manus** Olga Korper Gallery, Toronto, Canada,  
March 22 - April 10
- 1978: **New Work - Jane Manus** Olga Korper Gallery, Toronto, Canada,  
October 22 - November 10
- 1977: **Sculptures** Gallery Cassell, Palm Beach, Florida,  
January 3 - February 6
- 1976: **Jane Manus** Gallery Cassel, Palm Beach, Florida,  
March 2, 1976 - April 3

## SELECTED GROUP EXHIBITIONS:

- 2008: Palm Beach 3, Stephen Rosenberg Fine Art, New York, NY  
January 11 – 14  
Focus, Larsen Gallery, Scottsdale, AZ  
February 22 – March 30  
Art / Love, Fay Gold Gallery, Atlanta, GA  
July 16 – August 31
- 2007: Palm Beach 3, Fay Gold Gallery, Atlanta, GA  
January 12 – 15  
Focus, Larsen Gallery, Scottsdale, AZ  
February 3 – March 15  
Mid Century – Modern, Wallace Fine Art, Long Boat Key, FL  
February 9 – March 3  
Our Artists, Fay Gold Gallery, Atlanta, GA  
July 11 – August 31  
The Lincoln Center/List Collection, The Sagamore Hotel, Art Basel, Miami Beach, FL  
December 6-9
- 2006: Palm Beach 3, 511 Gallery, New York, NY  
January 13 -16  
“From Private Walls”, Lighthouse Center for the Arts  
Tequesta, FL Jan 18 – March 28  
Larsen Gallery, Scottsdale, AZ  
February 9 – March 31  
Lincoln Center List Collection, The Sagamore Hotel, Art Basel, Miami Beach, FL  
December 7-10
- 2005: Palm Beach 3, Fay Gold Gallery, Atlanta , GA  
West palm Beach, Fl.  
January 13 – 17  
Continuing Group Exhibition, Arts on Douglas, New Smyrna Beach, Fl  
January – May  
Continuing Group Exhibition, Donna Tribby Fine Art, W. Palm Beach, Fl  
January – June
- 2004: Milano Flash Art Fair, Art+ Gallery, Milano, Italy  
March 26 - 30  
Exhibition of Art and Design, Art+ Gallery, Coral Gables, FL  
March 20 – April 15  
Peter Wallace Fine Arts, Long Boat Key, FL  
February - April  
Donna Tribby Fine Art Gallery, Opening Exhibition, West Palm Beach, FL  
January – February

- 2003: Mutamentum - USA Grounds for Sculpture, Hamilton, NJ  
 September 2 - October 8  
 The Cultural Exchange Gallery, Scottsdale, AZ  
 August 1 - August 31  
 Mutamentum Armory Art Center, West Palm Beach, FL  
 April 3 - May 3  
 Continuing Group Exhibition, Arts on Douglas, New Smyrna Beach, FL  
 January - May  
 Art Palm Beach, Waddington & Tribby Fine Arts, West Palm Beach, FL  
 January 10 - January 14  
 San Francisco International Art Fair, San Francisco, CA  
 January 16 - January 21
- 2002: Miniatures Exhibition 2002, Arts on Douglas, New Smyrna Beach, FL  
 December 7 - 28  
 "A Little Art" Waddington & Tribby Fine Art, Boca Raton, FL  
 November 14 - December 9  
 Coral Springs Museum of Art, Florida: December 13 - February 23  
 Mutamentum - Italy  
 Firenze, Via Larga: March 17 - April 26  
 Impruneta, Chiostrì della Basilica di Santa Maria: May 11 - 19  
 San Casciano, Centro storico e negozi: June 1 - 30  
 Pontassive, La Barbagianna: una casa per l'Arte Contemporanea: July 13 - August 10  
 Mutamentum - Germany  
 Fouled, Kunstaktionen Museum: September 9 - October 30  
 Frankfurt: November 1 - 30  
 Continuing Group Exhibition, Arts on Douglas, New Smyrna Beach, FL  
 January - May
- 2001: Miniatures Exhibitions 2001, Arts on Douglas, New Smyrna Beach, Florida  
 December 1 - 27  
 La via dell'arte, Arte Contemporanea al Museo "Manlio Trucco" Albisola, Italy  
 October 27 - November 30  
 Tete-a-Tete, Coral Springs Museum of Art, Coral Springs, Florida  
 October 6 - December 30  
 Jane Manus & Franco Scuderi, "Il colore che avvolge", Arte Moderna Contemporanea  
 Albenga, Italy  
 July 7 - September 1  
 Jane Manus & Franco Scuderi, "Il colore che avvolge", La Corte Arte Contemporanea  
 Florence, Italy  
 May 31 - June 21  
 Seating: The Artist's Perspective, The Elliot Museum, Stuart, Florida  
 January 13 - February 27
- 2000: "Monochromatic" Arts on Douglas, New Smyrna Beach, Florida  
 July 1 - August 1  
 Sculpture Garden, Corbino Gallery, Long Boat Key, Florida  
 February - May

- 1999: "Summer Arts" Arts on Douglas, New Smyrna Beach, Florida;  
 May 4 - August 31  
 "Percorsi dell' Anima, Ken Elias Gallery, West Palm Beach, Florida,  
 February 16 - March 12  
 "Ceramics in Tuscany" Historic and Modern Exhibition of Ceramic, traveling exhibition  
 Of artists, designers and architects under the auspices of the Municipality of Sesto  
 Fiorentino and Regione  
 Toscana in Italy, German and USA.
- 1998: "Imposing Objects", Armory Art Center, West Palm Beach, Florida,  
 December 4 - January 2  
 "Percorsi dell' Anima", Greve, Italy; Hirschberg, Germany;  
 September - November  
 Gallery Artists - Corbino Gallery, Longboat Key, Florida,  
 February 19 - March 5  
 "Jane Manus and Jean Claude Rigaud", Longboat Key Art Center, Longboat Key,  
 Florida  
 January 9 - April 21  
 Donald Cram, Nobel Prize - Fred Rogers Tennis Shoes (Mr. Roger's Neighborhood)  
 Jane Manus  
 Sculpture, Untitled,  
 On loan to Rollins College, Orlando International Airport
- 1997: "Artisti in Viaggio 1997", Ann Norton Sculpture Garden, West Palm Beach, Florida,  
 November 22 - December 13  
 "Florida - Wyoming Tarot Project", Multiple Venues in Florida and Wyoming  
 Sculpture - Jane Manus and James Rosburg, The Schmidt Center Gallery - Florida  
 Atlantic University, Boca Raton, Florida,  
 October 9 - November 8  
 "Contemporary Visions" - Philharmonic Center for the Arts, Naples, Florida,  
 October 6 - November 15  
 VI Biennale de Sculpture de Monte - Carlo, Monte-Carlo, Monaco,  
 May 24 - October 31
- 1996: "Bright Lights" Barbara Scott Gallery, Miami Beach, Florida,  
 October 12 - November 8  
 "Summer Spectacular, Part One" Barbara Scott Gallery, Miami Beach, Florida,  
 July 13 - August 15  
 Provencial Government Exhibition, Via Larga, Florence, Italy,  
 June 13 - July 29  
 The Abstract Image: Painting, sculpture, graphics from the collection of the Vero Beach  
 Museum of Art, Vero Beach, Florida,  
 May 24 - September 21  
 Configuration: "Works in Relief" Lipworth International Fine Arts, Boca Raton, Florida,  
 May 2 - May 28  
 Materials: Steel, Wood, Glass, Bricks, Palm Beach Community College, Museum of  
 Art, Lake Worth, Florida,  
 March 9 - April 21  
 Art Miami, Barbara Scott Gallery, Miami Beach, Florida,  
 January 4 - January 9



- 1995: "A Group for the Summer" Joel Kessler Fine Arts, Miami Beach, Florida,  
June 10 - September 6  
Art Miami, Margaret Lipworth Gallery, Miami Beach, Florida,  
January 6 - January 10  
"From Start to Finish" The Armory Art Center, West Palm Beach, Florida  
January 6 - January 28
- 1993: "Local Large Scale Works" Palm Beach Community College, Museum of Art, Lake  
Worth, Florida,  
June 5 - July 3  
"Margulies Taplin Gallery Group Show: Margulies Taplin Gallery, Boca Raton, Florida,  
May - June
- 1992: "Dorothy Gillespie and Jane Manus" on the sculpture terrace, Museum of Art, Fort  
Lauderdale, Florida,  
September 10 - November 30  
"A Celebration of American Art" Cornell Museum, Rollins College,  
Winter Park, Florida,  
June 5 - September 13  
"Art on Brickell" Downtown Development Authority & Brickell Avenue Associates,  
Brickell Avenue, Miami, Florida,  
May - October  
"Annual South Florida Artists' Invitational" Margulies Taplin Gallery, Gallery Center,  
Boca Raton, Florida,  
July 3 - September 9  
"Artists of South Florida" Margulies Taplin Gallery, Miami, Florida,  
June 26 - August 15  
"Group Show Gallery Artists" Margulies Taplin Gallery, Miami, Florida,  
May 12 - June 24
- 1991: "Outdoor Sculpture" Greene Gallery, Kane Concourse, Bay Harbor Island, Florida,  
June 21 - August 20
- 1990: "Greene Gallery Exhibition" Greene Gallery, Kane Concourse, Bay Harbor Island,  
Florida  
July 6 - August 4  
"The Start of Something Big" Eastbourne Clark Gallery, West Palm Beach, Florida,  
May 10 - June 23
- 1989: "Introductions and Previews" Kornbluth Gallery, Fairlawn, New Jersey,  
August 26 - September 16  
"Greene Gallery Selects" Greene Gallery, Coral Gables, Florida, "A World of Art in a  
World Apart",  
June 20 - July 29  
Professional Artists' Committee, Palm Beach Council of the Arts, Martinique II, Singer  
Island, Florida,  
February 3 - February 12
- 1988: "Artists at Home" Palm Beach County Council of the Arts, Habitat Center,  
West Palm Beach, Florida,  
December 9 - December 24

- "Hortt Show" Museum of Art, Fort Lauderdale, Florida, (Juried by William Lieberman, Metropolitan Museum of Art, New York, New York),  
September 17 - November 13  
"37" Annual All Florida Juried Exhibition, Boca Raton Museum of Art, Boca Raton,  
(Juried by Lisa Phillips, Whitney Museum of Art, New York, New York),  
August 12 - September 11  
"Selected Florida Artists" Center for the Arts, Vero Beach, Florida,  
July 2 - August 28  
"The Artist as a Business Person" Northwood Institute, West Palm Beach, Florida,  
March 15 - April 8  
"Geometric Abstractions" Greene Gallery, Coral Gables, Florida,  
January 8 - January 22
- 1987: Mitzi Newhouse Juried exhibition, Flagler Museum, Palm Beach, Florida,  
March  
"South Florida Sculptors 75th Diamond Jubilee" West Palm Beach, Florida,  
January 22 - February 1
- 1986: Vero Beach Museum of Art, Opening Exhibition, Vero Beach, Florida,  
October 1986 - May 1987  
"Florida: Direction I": Helander Gallery, Palm Beach, Florida,  
October 29 - November 16  
"Highlights of the Seasons" Helander Gallery, Palm Beach, Florida,  
April  
"Art in Public Places" Sculpture Park, West Palm Beach, Florida
- 1985: "New York - New York" Helander Gallery, Palm Beach, Florida  
"Hyattfest" West Palm Beach, Florida,  
November 1-3  
"Junior League Designer Show House" Miami, Florida,  
March 9 - April 6  
"Opus House XI", Boca West, Boca Raton, Florida,  
February 25 - March 21  
"Hearts by Artists" Helander Gallery, Palm Beach, Florida,  
February 4 - February 14  
"Art in Public Places" Government Center, West Palm Beach, Florida,  
February 1 - October 3
- 1984: "New Emerging Artists" Helander Gallery, Palm Beach Florida, October– November
- 1978: "Group Show" Tower Gallery, Southampton, New York, June - September
- 1976: "Group Show" Womanart Gallery, New York, New York, December – February

## **PUBLIC COLLECTIONS:**

The Lincoln Center/List Collection, New York, New York – “Box Trot” 2007

White Space, West Palm Beach, Florida – “Exit Row” 2006

Georgia Museum of Art, Athens, Georgia – “Red Vase” 1996, “Bill’s Table” 1995  
“Rene’s Chair” 1995, “Matte Black II” 1994

The Columbus Museum, Columbus Georgia, “Rene” 1990

The Sagamore Collection, Miami Beach, Florida – “Ann” 1999, “Benchmark” 2007

Vero Beach Museum of Art, Vero Beach, Florida – “End of the Day” 1998

Museum of Art, Fort Lauderdale, Florida – “Red Light” 1985

City of Delray Beach, Florida, Art in Public Places Commission - Sculpture "Broken Open" 1988

American Bankers Insurance, Miami, Florida – “So Inclined” 1991 (Welded bronze)

Boca Raton Museum, Boca Raton, Florida – “Steps” 1987

Cornell Fine Arts Museum, Rollins College, Winter Park, Florida – “Girls Night Out” 1984

Mississippi Museum, Jackson, Mississippi – “Delta I” 1979

Flint Institute of Art, Flint, Michigan - “No Accent IV” 1996, “Three Piece Suit” 1999

Lowe Art Museum, University of Miami, Coral Gables, Florida - “Tete a Tete” 2000

The Butler Institute of American Art, Youngstown, Ohio

Art Gallery, University of Rochester, Rochester, New York

The Wichita Art Museum, Wichita, Kansas

John F. Kennedy University, Orinda, California

University of Wyoming Art Museum, Laramie, Wyoming

McDonald Stewart Art Center, Guelph, Ontario, Canada

Doctor's Hospital of Hyde Park, Hyde Park, Illinois – “R+B” 1995, “Red Line” 1991

Rollins College, Cornell Campus Center, Winter Park, Florida - “Red and Blue Wall Piece” 1996

Republic Security Bank, West Palm Beach, Florida – “WallStreet” 1997

David S. Brown & Co. Baltimore Maryland – “440” 2002, “Spider” 1995

Rollins College, Sun Trust Plaza Terrace, Winter Park, Florida – “Allure” 1999, “Just One Drink” 1999

Ringling School of Art and Design, Sarasota, Florida – “Hang Over” 2002

Byers Engineering Company, Atlanta, Georgia – “Untitled” 2004

Aspen Industrial, Farmington Hills Michigan – “Untitled” 2007

Snow Becker Krauss, New York, New York - “Almost Like Dancing” 2005

## **GRANTS AND AWARDS:**

Mitzi Newhouse Juried Exhibition, First Prize, Sculpture competition, 1987

Bethlehem Steel Corporation, 1978

Delta Steel Company, Jackson, Mississippi, 1979

## **COMMITTEES:**

Art in Public Places, City of West Palm Beach, 1999

Coordinator of Ann Norton Catalogue Raisonne', 1998

Juror, Martin County Arts Council Annual Juried Exhibition, March 27, 1998

Northwood Institute of Art Advisory Board, West Palm Beach, Florida, 1987 - 1992

Juror WXEL (PBS) Art Exhibition Preview, West Palm Beach, Florida, 1988

Chairman, Juried Art Show for Sunfest, West Palm Beach, Florida, 1986

## **BIBLIOGRAPHY:**

Palm Beach Daily News, Palm Beach, Florida, Numerous Reviews

The Newspaper, Southampton, New York, August 1978

WAPT, ABC-TV, Jackson, Mississippi, September 27, 1979

WJTV, NBC-TV, Jackson, Mississippi, September 27, 1979

WLBT, CBS-TV, Jackson, Mississippi, September 27, 1979

Clarion Ledger, Jackson, Mississippi, September 28, 1979

Mississippi Museum of Art Calendar (cover) November, 1979

John F. Kennedy University Catalogue, 1980

Artsmagazine, New York, New York, February/March 1981

The Palm Beach Post, West Palm Beach, Florida, Numerous Reviews

The Sun Sentinel, Fort Lauderdale, Florida, Numerous Reviews

WPTV News, NBC-TV, West Palm Beach, Florida, September 21, 1984

Palm Beach Chronicle, Palm Beach, Florida, October 5, 1984

Palm Beach Chronicle, Palm Beach, Florida, March 29, 1985

WTVX News, CBS-TV, Fort Pierce, Florida, August 29, 1986



The Press-Journal, Vero Beach, Florida, September 1, 1986  
 Florida Today, Indian River, Florida, September 1, 1986  
 Palm Beach Polo Magazine, West Palm Beach, Florida, 1987 edition  
 Florida Today, Indian River edition, Florida, March 30, 1987  
 Palm Beach Council of the Arts Magazine, West Palm Beach, Florida, 1985-1986-1987-  
 - 1988  
 Miami Herald, Miami, Florida, January 31, 1987, April 5, 1996  
 Boca Museum News, Boca Raton, Florida, January, 1989  
 Palm Beach Life Magazine, Palm Beach, Florida, February 1989  
 Gateway, Magazine of the Port of Palm Beach, Florida, May/June 1989  
 Arts Magazine, New York, New York, January 1990  
 Orlando Sentinel, Orlando, Florida, September 17, 1991  
 Florida Design Magazine, Boca Raton, Florida, Volume 3, No. 1, 1993  
 Idea's Magazine, Coral Gables, Florida, Volume 10, No. 3, 1993  
 The Red Herring, Journal of Contemporary Arts & Issues, April 17 - 29, 1996  
 Southern Living, April 1, 1996  
 Museum Views, Athens, Georgia, Spring 1996  
 The Athens Observer, Athens, Georgia, April 11, 1996  
 The Atlanta Journal / The Atlanta Constitution, April 12, 13, 26, 1996  
 The Athens Daily News and Athens Banner Herald, Athens, Georgia - August 25, 1996  
 Treasures of the Cornell Fine Arts Museum, Winter Park, Florida, 1996  
 Nazione, Florence, Italy, July 4, 1996  
 Mattina Arte, Florence, Italy, June 21, 1996  
 Polowest, Volume 4, Los Angeles, California, January and February, 1996  
 Palm Beach Daily News, Palm Beach, Florida, May 17, 1997  
 VI eme Biennale De Sculpture, Monte Carlo, 1997 Catalogue  
 The Nice Martine Newspaper, Nice, France, August, 1997  
 Palm Beach Illustrated Magazine, October, 1997  
 The Pelican Press, Sarasota, Florida, December 11, 1997  
 The Longboat Key Observer, Longboat Key, Florida, January 15, 1998  
 The Longboat Key Observer, Longboat Key, Florida, February 19, 1998  
 Art and Antiques, Annual Special Issue, New York, March, 1998  
 Who's Who in American Art, R. R. Bowker & Co., 1991 - 1993 - 1995 - 1997 - 1999  
 The Palm Beach Post, West Palm Beach, Florida, December 4, 1998  
 Baltimore City Paper, "Two of a Kind" by Mike Giuliano, June 14 - 26, 2000  
 Flint Institute of Arts, Volume 2K, July - August 2000  
 The Daily Journal, New Smyrna Beach, Florida, October 21, 2000  
 The Observer, "Jane Manus: Sculptures" by Sandy Carroll, October 7, 2000  
 Sculpture Magazine "New Orleans Jane Manus, Heriard-Cimino Gallery" by Mark Price  
 Vol. 19 No.9, November 2000  
 Style (a magazine of the Herald-Tribune) Art Marks by Pat Ringling Buck, Sarasota,  
 January 2001  
 The News, "Artist Seating", by Brian Bixler, Stuart, Florida, January 10, 2001  
 Simply The Best Magazine, "The Shape of Things" by Linda Marx, May 2001  
 Florida International Magazine, "Where The Art Is", by Lotus Fragola, July / August  
 2001  
 New Times Broward - Palm Beach "Mistresses of Metal" by Michael Mills, November  
 Palm Beach Daily News - "Forging Big Ideas" by Jan Sjostrom, December 4, 2002  
 South Florida Times - Mutamentum on the Run, by Bruce Helander, Vol. Eight, 2003  
 Street - cover (Miami Herald) Exposure by Dan Vidale, September 26 - October 2, 2003  
 Florida International Magazine, "The Florida Contemporary" by Shawn Bean, October

2004

The Observer, Long Boat Key, Florida; "Heavy Metal, Medium Cool" by Marty Fugate  
February 2005

e City of Style, "Geometric Collisions by Jane Manus", by Sylvia Smithson  
October 19, 2005

New York Post, September 8 2005, Page Six, Richard Johnson

Baltimore City Paper, "Functional Sculpture" – Critic's Choice by Mike Giuliano  
August 23, 2006

Palm Beach Life, "Raising the Bar for Tabletop Drama," Linda Marx, 2007

Florida Design's, Palm Beach Home & Décor, "Sculpture Trumps Space" Linda Marx,  
Winter 2008



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 14, 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	EDAB (pending 02/08/11 mtg) CRA AB - Approval	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

## subject

Targeted Industry Enhancement (TIE) Program

## motion | recommendation

Approval of the Targeted Industry Enhancement (TIE) Program

## background

Currently the City and the CRA have no program available that would provide incentives to major employers of high-wage jobs that would encourage business to remain in the City or to relocate to Winter Park from somewhere else in the State.

The TIE Program brings together the goals of incentivizing high-wage job retention as well as relocation of major employers already in Florida. Many cities and counties throughout Florida offer incentives for high-wage jobs and subsidies typically range from \$1,000 - \$2,000 depending upon the level of the wage. In an effort to fill the incentive gap in retention and recruitment efforts and to remain competitive with other local governments around the state, the TIE program will offer \$1,000 - \$1,500 dollars per high-wage job retained the city as well as \$1,000 – \$1,500 per high-wage job relocated or created in the city that falls within the targeted industry guidelines. The full guidelines for the program are attached for review and an outline of guidelines for eligibility is included below for quick review. All final decisions as to funding would be made on a case-by-case basis by the City Commission or CRA Agency based on an application process. All applicants receiving funding would be required to commit to remain in the city for 5-10 years, commit to using city services, maintain the required level of employment, and execute a legal agreement with the City or CRA (see guidelines for details).

Guidelines	Job Creation	Job Retention
------------	--------------	---------------

# of Jobs (FTE)	For relocation to the city, at least 50 new jobs	At least 75 jobs on payroll at time of application
Average Annual Salary	High wage; minimum of 115% of County Average Wage	
Targeted Industries	Arts & Culture; Creative Services; Financial and Professional; Health Care; Knowledge Creation; Real Estate Development; Corporate Headquarters	
Term of Commitment to Remain in City	5 - 10 years	
Incentive Considered	\$1,000 - \$1,500 per job created/retained; incentive varies based on level of average wage	
Payout of Incentive Awarded	Varies; no more than 5 years	5 equal annual installments
Maximum Incentive	No more than \$200,000 total over 5 years; Total payment cannot exceed City/CRA share of real property taxes attributable to the applicant over term of payout.	

The Economic Development Advisory Board is scheduled to review this item at their February 8, 2011 meeting. The CRA Advisory Board reviewed this item at their January 20, 2011 meeting and recommended several changes to the program including flexibility to the term of commitment to remain in the city from five to 10 years. Additionally the Advisory Board wants the application to mention that this program is one of many tools available for economic incentives and does not preclude additional assistance from other resources. The CRA Advisory Board also expressed concerns regarding job retention applicants and the ability to judge a credible threat to leave the City. The CRA Advisory Board also recommended that any new funding for this project within the CRA be funded during the normal budgeting process.

## alternatives | other considerations

The City can choose to not offer an economic incentive program for targeted industries.

## fiscal impact

The TIE Program has maximum caps on payouts that can be made to any one applicant that are also tied to real property tax collections on the site where jobs are retained/created. This will ensure that no single tenant receives back more than is contributed in actual dollars to remain or relocate to the city. In addition the filling of vacant spaces through the relocation of new business will increase Utility revenues collected by the city-owned Water and Electric departments.

## long-term impact

The long term impact of this program ensures that mid to large firms that are interested in Winter Park are offered an incentive to either stay or move to the City.

### **strategic objective**

This program meets the strategic objective of Quality Economic Development and Strategy #13 – Maximize the value that Winter Park plays regionally and locally and #14, Strengthen retention of commercial business.



## **City of Winter Park Targeted Industry Enhancement (TIE) Program Guidelines**

### **PURPOSE:**

The purpose of the TIE Program is to promote the expansion, growth, and development of high wage jobs and maintain the City of Winter Park's competitiveness as a location for major employers, incentivizing continued long-term investment and involvement in the community.

### **ELIGIBLE APPLICANTS:**

Any private company desiring to locate or remain within the municipal boundaries of the City of Winter Park that meets the Program Guidelines of job creation or retention within the City. Governmental or non-profit entities may also be eligible provided that the Applicant does not occupy tax-exempt or tax-abated property.

### **PROCESS:**

Applications are received on a first-come, first-served basis. Applications may be submitted to the City's Department of Economic Development for review of eligibility. Incomplete applications will not be accepted. Based on that review, City staff will draft a contract with the Applicant for approval by the CRA Agency or the City Commission, depending on the source of funding. No agreement will be considered final until approved by either the CRA Agency or the City Commission. Applicants may be required to attend public meetings to discuss the application.

### **GUIDELINES:**

In order to be considered for the Program the Applicant should consider the guidelines listed below (see also Table 1: Guideline Matrix). Meeting all the guidelines does not guarantee approval of an application and all terms of any approval are at the sole discretion of the City/CRA:

- For relocation to the City the Applicant must have at least 50 full-time equivalent employees on the payroll at the time of application. For retention of existing jobs the Applicant must have at least 75 full-time equivalent employees on the payroll at the time of application. All applicants will be required to maintain those levels of employment for the term of the agreement with the City/CRA. If a business has multiple locations, only those physically located within the City limits will be considered eligible for the purposes of the application.
- Have an average annual salary per employee at or above 115% of the area Metropolitan Statistical Average (see attached wage sheet). Average wage levels that are substantially higher than the minimum requirements may receive a greater incentive award at the discretion of the City/CRA Board.
- Be a business in the targeted industry cluster listing for the City of Winter Park:



- Arts and Culture
- Creative Services
- Financial & Professional
- Health Care
- Knowledge Creation
- Real Estate Development
- or
- Corporate Headquarters (USA)
- Applicant must commit to maintain any jobs created or retained in the City for a period of 10 years.
- Agree to utilize City utilities (Water, Sewer, Electric) where applicable.
- Demonstrate that the business is, and will remain, economically sound over the course of the agreement by submitting financial statements and tax returns as requested.
- Be willing to submit employee information including number of employees, salaries, total payroll, and address information, indicating how many retained or created jobs will be held by residents of the City. (Individual employee information will not be disclosed.)
- All licenses must be up to date and all property taxes must be current, with no debts in arrears to the City when a contract is signed.
- If leasing space, the Applicant must provide an extended or new lease with a property owner to be signed once a contract for the TIE Program has been executed with the City/CRA. The lease must meet the minimum term requirements as determined by the City/CRA.
- Indicate that the Program is a major factor in its determination to locate/expand in the City.

#### **COMMITMENT OF FUNDS:**

Funds are awarded for every job created/retained by a company where the average annual wage meets or exceeds the definition of a high-wage. High-wage jobs are defined as those paying at least 115% of the average Metropolitan Statistical Area annual wage. (View attached wage eligibility sheet.)

<b>Average Wage Rate Category</b>	<b>Incentive per Job</b>
115% of County Average Wage	\$ 1,000
150% of County Average Wage	\$ 1,250
200% of County Average Wage	\$ 1,500

#### Applicants applying for job retention assistance:

A company with 100 jobs and an average wage at 200% of the County average would receive \$150,000 (100 jobs X \$1,500). This amount would be paid in equal installments of \$30,000 a year for 5 years based on continued adherence to the agreed upon wage level and number of jobs retained.

#### Applicants applying for job creation/relocation assistance:

Department of Economic Development/CRA  
401 S. Park Ave  
Winter Park, FL 32789  
407-599-3398

TIE Program Guidelines  
Updated 2/8/2011

A company with 50 jobs and an average wage at 150% of the County average would receive \$62,500 (50 jobs X \$1,250). This amount would be paid out based on the Applicant's stated need and final decision of the City/CRA. Payments would be based on continued adherence to the agreed upon wage level and number of jobs retained.

The maximum grant amount awarded may not exceed 200,000 for any one Applicant or exceed the City/CRA share of real property tax collections accumulated over the term of the agreement.

#### **TERM & DISBURSAL OF FUNDS:**

The term of the agreement will require the awarded Applicant to maintain any created or retained jobs for a period of 5-10 years. Payout of awarded funds will vary depending upon the needs of the Applicant and type of assistance requested. Prior to the disbursement of any funds the awarded Applicant must provide the City/CRA an executed lease agreement sufficient to meet the required term.

##### Applicants applying for job retention assistance:

All awarded Program funds are paid out over a period of five (5) years in equal annual installments. The initial payment is made on the date of the contract's execution with subsequent payments made on the anniversary of the execution of the contract.

*For example, an approved Applicant retaining 100 jobs executing a contract on Jan 1, 2011 for \$100,000 would receive an initial payment of \$20,000 with subsequent payments through January 1, 2015.*

##### Applicants applying for job creation/relocation assistance:

Payout of program funds will vary depending upon the stated needs of the Applicant but will usually range from 2 – 5 years. Payment terms are more flexible and will be negotiated on a case-by-case basis to account for the varying situations that relocating businesses may encounter. Initial payment is made once the creation of the new jobs is confirmed and subsequent payments will be made annually.

*For example, a corporate headquarters wants to relocate 50 high-wage jobs to the City and qualifies for \$50,000 in assistance. They require the funding upfront to assist with build-out and payment is agreed to be made in two equal annual installments. A commitment to remain in the City for 10 years is signed and once the company relocates to the City, the initial payment is made for \$25,000 with the subsequent payment made on the anniversary of the initial payment.*

#### **REPORTING REQUIREMENTS:**

Prior to receiving an annual payment the Applicant must submit a report to the Director of Economic Development two months before the anniversary of the contract execution date. Applicant will provide updated figures for employee count, total payroll, and salary information. Once the Director has made a determination that the requirements of the contract have been met, payment will be issued to the Applicant. Any delays in providing the annual report will delay payment. If it is determined that an Applicant has not maintained the level of high-wage jobs



outlined in the contract the City/CRA may reduce the grant amount accordingly. If employment levels fall below the minimum requirements of the Program the City/CRA may choose to terminate the contract.

#### **CONTRACTUAL AGREEMENT:**

All approved Applicants will execute an agreement with the City Commission or CRA Agency which stipulates the individual terms of the incentive awarded. Any mutually agreed upon contract may include provisions for repayment of City/CRA funds if Program Guidelines are not maintained.

#### **CHANGE IN OWNERSHIP, BANKRUPTCY, RELOCATION OF BUSINESS:**

Change of Ownership: If an Applicant's business changes ownership it will still be eligible for receipt of award funds if the contractual obligations continue to be met.

Relocation of Business: Any Applicant business relocating within the City of Winter Park will still be eligible to receive payments with the proof of a new lease covering the remaining term of the contract agreement. Any Applicant business moving outside of the City of Winter Park will no longer receive annual payments and will have to refund any awarded funds given to-date.

Bankruptcy/Dissolution: If an Applicant's business declares bankruptcy and is unable to meet the obligations of the contract or if the business is dissolved, no future payment will be made by the City/CRA.

#### **CONFIDENTIALITY:**

Financial statements and other information submitted to the City are not considered public records under FL Statute 288.075. However the City may use certain information retained for the purpose of issuing public reports, including the Applicant's name and business, contact info, description of need, number of full time equivalent jobs created/retained, ratio of employees residing inside the City limits, the amount of any grant award, term of payment, and general wage information gathered for the purpose of determining eligibility.

#### **EXPANSION OF EXISTING BUSINESSES:**

Those businesses already located within the City that wish to expand may access the City's Qualified Target Industry (QTI) Program for assistance.

#### **ADDITIONAL PROGRAM ASSISTANCE:**

Participation in this Program would not preclude an Applicant from seeking additional assistance from the City/CRA if approved by the respective bodies.

#### **PROGRAM FUNDING:**

Nothing contained in this Program shall be construed to be a guarantee or entitlement to an economic incentive from the City of Winter Park, regardless of an Applicant's conformity to the Guidelines, financial condition of the City/CRA, or funding budgeted for economic incentives.

For more information on this and other City programs please visit [www.cityofwinterpark.org](http://www.cityofwinterpark.org) and click on Departments, Economic Development/CRA.

**Table 1: Guideline Matrix**

<b>Guidelines</b>	<b>Job Creation</b>	<b>Job Retention</b>
# of Jobs (FTE)	For relocation to the city, at least 50 new jobs	At least 75 jobs on payroll at time of application
Average Annual Salary	High wage; minimum of 115% of County Average Wage	
Targeted Industries	Arts & Culture; Creative Services; Financial and Professional; Health Care; Knowledge Creation; Real Estate Development; Corporate Headquarters	
Term of Commitment to Remain in City	5 - 10 years	
Incentive Considered	\$1,000 - \$1,500 per job created/retained; incentive varies based on level of average wage	
Payout of Incentive Awarded	Varies; no more than 5 years	5 equal annual installments
Maximum Incentive	No more than \$200,000 total over 5 years; Total payment cannot exceed City/CRA share of real property taxes attributable to the applicant over term of payout.	



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 14, 2011
prepared by department division	Randy Knight City Manager	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:** Authorize Commissioner Cooper and City Manager Knight to investigate/explore options with the U.S. Postal Service for possible future acquisition of the New York Avenue Property.

## **motion | recommendation**

Authorize Commissioner Cooper and City Manager Knight to investigate/explore options with the U.S. Postal Service for possible future acquisition of the New York Avenue Property.

## **background**

The existing agreement with the USPS for the reconstruction of the USPS property expired on February 2, 2011. At the last commission meeting, Commissioner Cooper stated that she wished to pursue other options for acquisition of that property. The Commission indicated that would be okay. The purpose of this agenda item is to formally authorize that representation and set forth a preliminary plan.

Preliminary Options (Refine through research):

1. Obtain/purchase first right of refusal should USPS decide to sell.
2. Purchase portion of USPS property zoned Parkland, takeover grounds maintenance, lease land to PO for a minimal amount long-term or until USPS no longer using building.
3. Obtain agreement to give USPS land to City of Winter Park when USPS no longer needs this branch.

Plan of Action:

1. Seek Commission approval to pursue alternatives to ensure control of US Post Office (portion currently zoned Parkland) transfers to the citizens of Winter Park.
2. Review history (Successes/Failures)
3. Identify key participants:
  - Contributors
  - USPO Decision Makers and Advisors

Influencers  
Real Estate Development Experts

4. Interview experts to refine options.
5. Define value of PO land and first right of refusal.
6. Seek contributor concurrence to utilize Hope funds to pursue alternatives.
7. Seek influencer participation.
8. Present options to Post Office.

### **alternatives | other considerations**

Over the last few years the city has attempted to obtain control of this property through the previous agreement secured as part of the Carlisle settlement. Those options have not worked out as the necessary funding and an agreed upon location never materialized.

### **fiscal impact**

To be determined.

### **strategic objective**

Quality facilities and infrastructure.



# city commission agenda item

item type	Public Hearing	meeting date	February 14, 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

This is the second reading of the ordinance. 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

ORDINANCE NO. 2836-11

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: N180°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 14 day February, 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 &amp; RECORD VERIFIED

Clerk of  
Circuit Court, Orange Co., Fla.

City of Winter Park  
City Hall  
Winter Park, Florida





OCA Web MAP

PRINT CONTACT



Parcel ID: 302207890808170

0 25 ft

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

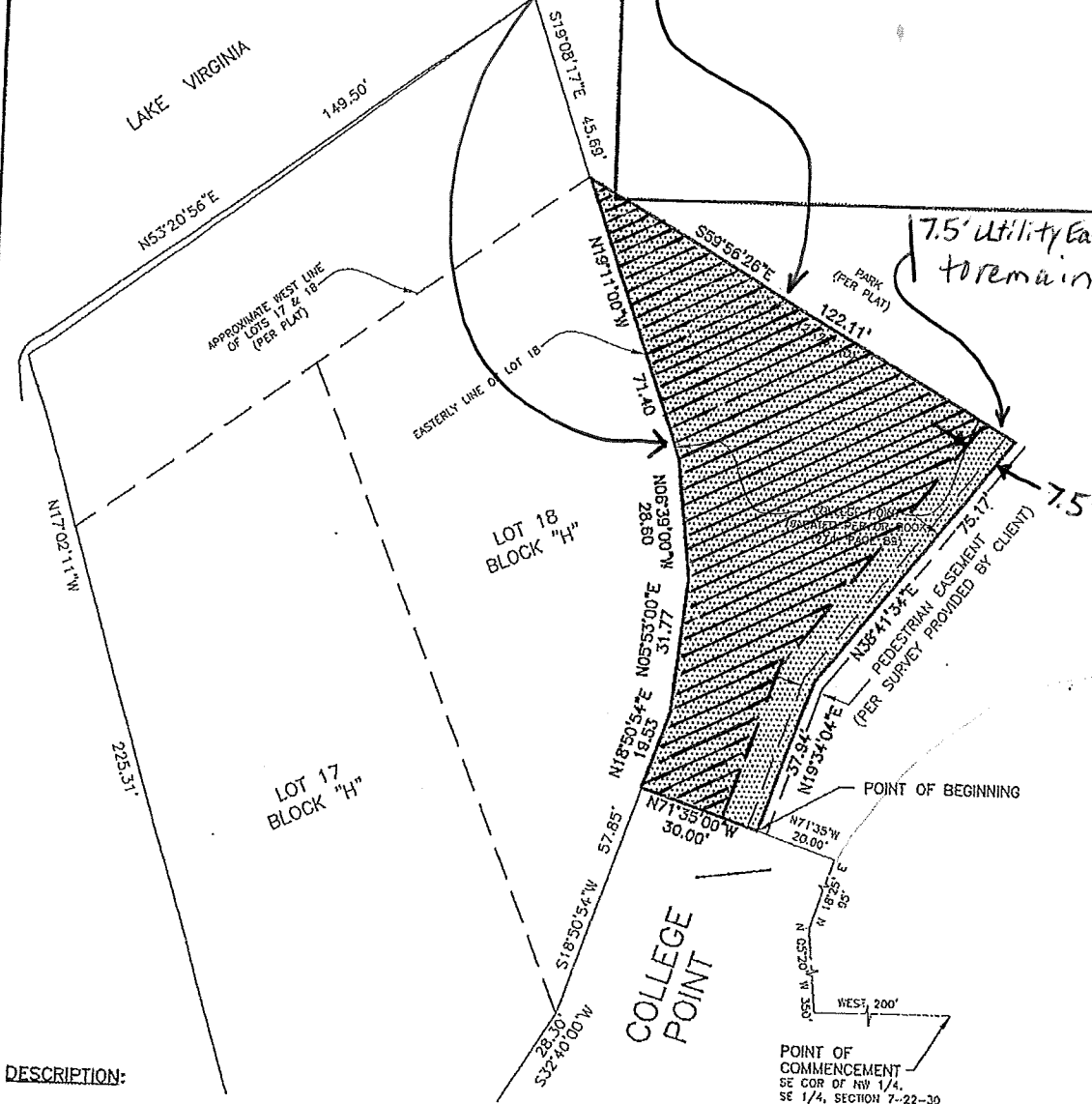
Created on 1/7/2011, Copyright 2007. Orange County Property Appraiser.

# 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

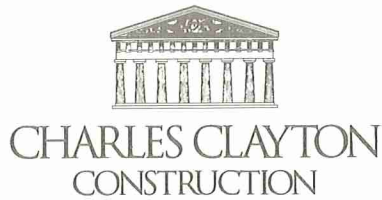
Job No: E-7488.1  
Field Date: 9-22-10  
Drawn By: mil  
Field By:  
Scale: 1"=40'

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: \_\_\_\_\_

*E. Phillip Daniels* 11/11/10

Print Name: E. Phillip Daniels

Assistant Utility Director

Title: Water and Wastewater Department

Date: November 10th, 2010



November 8, 2007

Mr. Charles Clayton III  
Charles Clayton Construction, Inc.  
2250 Lee Road  
Suite 120  
Winter Park, FL 32789

**RE: Request to Abandon Utility Easement at 1211 College Point, Winter Park**

Dear Mr. Clayton:

Please be advised that Progress Energy Florida Inc. (formerly known as Florida Power Corporation) Distribution Right of Way has "no objection" to the vacation and abandonment of any utility easements with in parcel shown on the accompanying Sketch of Description as this is no longer Progress Energy's service territory. The current electrical provider is now the City of Winter Park. You will need to obtain a letter from the current provider.

Please be advised that this vacation and abandonment is contingent upon a separate letter of approval from Progress Energy's Transmission Department. I will forward this information to Mr. Todd Boyer who will handle this request on behalf of the Transmission Department. Mr. Boyer can be reached at 407-942-9374.

If I can be of further assistance, please do not hesitate to contact me.

Best regards,

A handwritten signature in blue ink, reading 'Lori L. Herring'.

Lori L. Herring  
Land Agent  
Distribution Right of Way - Florida

Date: November 1, 2010

Steve O'Brien or Candy Crim  
Embarq, Florida Inc., dba Century Link  
952 First St  
Altamonte Springs, Fl 32701

Dear Mr O'Brien and Mrs Cindy Crim

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1211 College Point, Winter Park, Fl 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Charles Clayton, Charles Clayton Construction If you have any questions, please contact Hal Smith (407) 832-8726.

Sincerely

Name: Charles Clayton III  
Address: 2250 Lee Rd., Suite 120  
City, State, Zip Code: Winter Park, Fl 32789

-----  
           The subject parcel is not within our service area.

  X   The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

           The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Steve O'Brien

Print Name: STEVE O'BRIEN

Title: ENGINEER

Date: 11/05/10





October 7, 2010



Mr. Charlie Clayton III  
2250 Lee Road, Suite 120  
Winter Park, Fl. 32789

RE: 1211 College Point Utility Easement

Dear Mr. Clayton,

The City of Winter Park Electric Utility has reviewed your request for abandonment of the Utility Easement located at 1211 College Point as recorded in the Public Records of Orange County, Plat Book "G", Page 107. Our review reflects that the Electric Utility has no facilities in the aforementioned easement area and has no objection to the abandonment of the easement.

If I can be of further assistance, please contact me at (407)599-3457.

Sincerely,

Mark P Brown  
Electric Utility Specialist  
Phone 407-599-3457  
Fax 407-599-3505

**CITY OF WINTER PARK**

401 Park Avenue South

Winter Park, Florida

32789-4386

**ELECTRIC UTILITY SERVICES**

OPERATION & MAINTENANCE SERVICES  
PROVIDED BY ENCO SERVICES

P 407.599.3233

F 407.599.3417

Date: November 1, 2010

Marvin Usry  
Bright House Networks Inc  
3767 All American Blvd  
Orlando, FL 32810

Dear Mr Usry:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1211 College Point, Winter Park, FL 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Charles Clayton, Charles Clayton Construction If you have any questions, please contact Hal Smith (407) 832-8726.

Sincerely

Name: Charles Clayton III  
Address: 2250 Lee Rd., Suite 120  
City, State, Zip Code: Winter Park, FL 32789

-----  
\_\_\_\_\_ The subject parcel is not within our service area.

☒ \_\_\_\_\_ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

\_\_\_\_\_ The subject parcel is within our service area. We object to the vacation.

Additional comments: 7, 22, 30

Signature: 

Print Name: P.J. KING

Title: SR. CONST. MGR.

Date: 11-3-10

  
11/3/10

Date: November 1, 2010

Bruce Stout, Sr. Engineer Tech

TECO/Peoples Gas  
600 West Robinson Street, P O Box 2433  
Orlando, Fl 3802-2433

Dear Mr Stout:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1211 College Point, Winter Park, Fl 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Charles Clayton, Charles Clayton Construction If you have any questions, please contact Hal Smith (407) 832-8726.

Sincerely

Name: Charles Clayton III  
Address: 2250 Lee Rd., Suite 120  
City, State, Zip Code: Winter Park, Fl 32789

-----  
\_\_\_\_\_ The subject parcel is not within our service area.

X\_\_\_\_\_ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

\_\_\_\_\_ The subject parcel is within our service area. We object to the vacation.

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Deborah Frazier

Print Name: Deborah Frazier

Title: Sr. Admin - Engineering

Date: 11/04/10



**CITY OF WINTER PARK**  
401 PARK AVENUE SOUTH  
WINTER PARK, FLORIDA 32789-4386

- 1) Submit letter of request, including reasons for requesting the Easement Release.
- 2) Submit a copy of a Survey Plat showing the proposed area to be released.
- 3) Submit copies of letters from all utility companies stating their position on the proposed release. (List at bottom of page).

The request is to be submitted to the City Engineer, at 180 West Lyman Avenue, for City of Winter Park, 401 Park Avenue South, Winter Park, Florida 32789. Should there be any questions regarding Release of Easements, contact Donald J. Marcotte, P.E., City Engineer (407) 599-3424 or E-mail: [dmarcotte@cityofwinterpark.org](mailto:dmarcotte@cityofwinterpark.org).

**UTILITY CONTACT LIST**

TECO/Peoples Gas  
600 West Robinson  
P.O. Box 2433  
Orlando, FL 32802-2433  
Attn: Bruce A. Stout, Sr. Engineer Tech  
407-420-2678  
407-843-6174 FAX

Bright House Networks Inc  
Marvin Usry  
407-532-8509  
P J King, Construction Supervisor  
407-532-8508  
3767 All American Blvd.  
Orlando, FL 32810  
407-532-8544 FAX

City of Winter Park  
Phil Daniels  
Water/Wastewater Asst. Utility Director  
401 Park Avenue South  
Winter Park, FL 32789-4386  
407-599-3355  
407-599-3417 FAX

Progress Energy Florida Inc.  
3300 Exchange Place  
Lake Mary, FL 32746  
Lori L. Herring  
Easement Specialist  
407-942-9463  
407-942-9417 FAX

Embarq, Florida, Inc., dba Century Link  
Steve O'Brien  
407-830-3650  
Candy Crim  
407-830-3421  
952 First St.  
Altamonte Springs, FL 32701  
407-260-2683 FAX

City of Winter Park  
Terry Hotard  
Electric Director  
401 Park Avenue South  
Winter Park, FL 32789-4386  
407-599-3400  
407-599-3417 FAX



# city commission public hearing

item type	Public Hearing	meeting date	February 14, 2011
prepared by department division	Terry Hotard Electric Utility	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

Undergrounding of Electric/CATV Facilities  
North Phelps Avenue/Bryan Avenue

## motion | recommendation

Approve resolution calling for a date/time to set public hearing pertaining to the undergrounding of electric/CATV facilities in the area of North Phelps Avenue and Bryan Avenue. Staff recommendation is to approve resolution calling for the Public Hearing.

## summary

Winter Park Electric's PLUG-IN program was approved by the city commission to provide neighborhoods with a method of accelerating the undergrounding of neighborhood overhead facilities. Through the PLUG-IN Program the city provides homeowners within the Neighborhood Electric Assessment District (NEAD) a 50% match of the electric undergrounding. Bright House Network has agreed to a 5% contribution. Homeowners have the option of a onetime lump sum or 10 year repayment schedule. Annual assessment will be placed on the property tax bill. 75% (66% required) of the 4 homeowners within the NORTH PHELPS AVENUE/BRYAN AVENUE NEAD have voted in favor of this project.

## board comments

**RESOLUTION NO. 2074-11**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, PURSUANT TO SECTION 170.03, FLORIDA STATUTES, CALLING FOR A PUBLIC HEARING TO DISCUSS ALL ASPECTS OF THE UNDERGROUNDING OF ELECTRIC/CATV FACILITIES WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF PROPERTIES ABUTTING NORTH PHELPS AVENUE AND BRYAN AVENUE; WHICH IMPROVEMENTS BE PAID IN PART BY SPECIAL ASSESSMENTS LEVIED AGAINST ALL PROPERTIES WITHIN THE ABOVE DESCRIBED AREA; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Winter Park, Florida, in Resolution No. 2070-10, has determined, and does hereby determine, to make and fund certain public improvements as authorized by Sections 170.01 and 170.201, Florida Statutes, by undergrounding the electric/CATV facilities within the municipal boundaries of the city of Winter Park, consisting of properties abutting North Phelps Avenue and Bryan Avenue; and

**WHEREAS**, the City Commission has determined, and does hereby determine, to make and fund certain public improvements as authorized by Sections 170.01 and 170.201, Florida Statutes, by undergrounding the electric/CATV facilities of properties abutting North Phelps Avenue and Bryan Avenue, all of the aforesaid public improvements and municipal services to be hereinafter referred to as the "Project"; and

**WHEREAS**, the cost and expense of the Project is to be met in whole or in part by special assessments; and

**WHEREAS**, Sections 170.07 and 170.08, Florida Statutes, require that a public hearing be conducted with respect to the special assessment roll, which has heretofore been filed with the City Clerk of the City of Winter Park, which assessment roll shows the lots and lands assessed and the amount of the benefit to



and the assessment against each lot or parcel of land, and, if said assessment is to be paid in installments, the number of annual installments in which the assessment is divided.

**NOW, THEREFORE,** be it resolved by the City Commission of the City of Winter Park, Florida as follows:

**Section 1.** The City Commission of the City of Winter Park hereby calls a Public Hearing at 3:30 p.m. on February 28, 2011, or as soon as possible thereafter, in City Commission Chambers, City Hall, 401 Park Avenue South, Winter Park, Florida for the purpose of affording owners of the property to be assessed, or any other persons interested therein, to appear and be heard as to the propriety and advisability of making and funding such improvements as to the cost thereof, as to the manner of payment therefore, and as to the amount thereof to be assessed against each property so improved or benefited.

**Section 2.** The area to be improved and benefited are those properties abutting North Phelps Avenue and Bryan Avenue, by the undergrounding. The description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the City Clerk.

**Section 3.** The public improvement proposed shall consist of the undergrounding of electric/CATV facilities of properties abutting North Phelps Avenue and Bryan Avenue.

**Section 4.** The aforesaid public hearing shall be conducted as provided, and for the purposes recited in Sections 170.07 and 170.08, Florida Statutes.

**Section 5.** This notice shall be published as provided in Section 170.07, Florida Statutes.

**Section 6.** Thirty (30) days notice in writing of the time and place of the aforesaid public hearing shall be given to the property owners of the property to be assessed, which notice shall include the amount of the assessment. The notice shall be served by mailing a copy to each of such property owners at his last known address, the names and addresses of such property owners to be obtained from the records of the property appraiser or from such other sources as the City Clerk or Electric Director deems reliable, proof of such mailing to be made by the affidavit of the City Clerk, Deputy Clerk, or by the Electric Director, said proof to be filed with the City Clerk, provided, that failure to mail said notice or notices shall not invalidate any of the proceedings here-under.

**Section 7.** This Resolution shall become effective 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 14 day of February, 2011.

---

Kenneth W. Bradley, Mayor

Attest: \_\_\_\_\_  
Cynthia S. Bonham, City Clerk

**Undergrounding Project:    BRYAN AVENUE PLUG-IN**

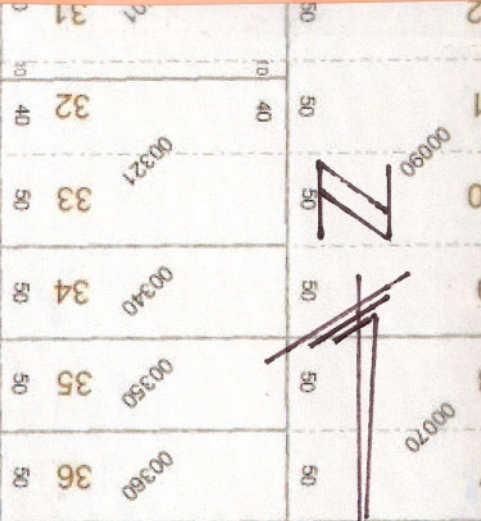
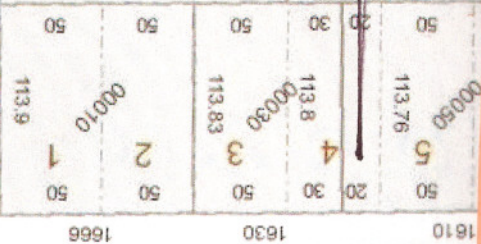
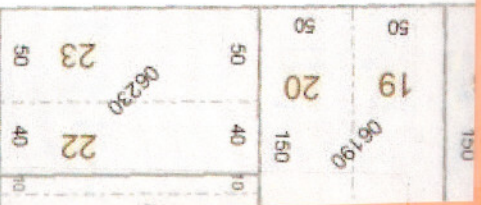
	<b>City of Winter Park <u>Electric</u></b>	<b>Bright House Networks <u>Cable TV</u></b>	<b><u>Total</u></b>
<b>Cost to Underground</b>	\$6,945	\$1,241	\$8,186
<b>Property Owner Share (%)</b>	50.0%	95.0%	
<b>Total amount to be funded by property owners (\$)</b>	\$3,473	\$1,179	\$4,651
<b>Total voting parcels (1)</b>	4	4	4
<b>Cost of undergrounding per parcel</b>	\$868.00	\$295.00	\$1,163.00
<b>Property Owner Payment Options</b>			
<b>Up-Front Assessment</b>			
Applicable Discount	3%	0%	
Net Up-Front Assessment	\$842.00	\$295.00	\$1,137.00
<b>Ten-Year Payment Plan</b>			
Applicable interest rate	4.25%	3.25%	
Annual Assessment	\$108.00	\$35.00	\$143.00
Notes: 4 parcels to be include 520 & 510 N. Phelps Ave and 1740 & 1741 Bryan Ave.			

# BRYAN AVENUE PLUG-IN

PARCEL ID	OWNER	ADDRESS	CITY,STATE,ZIP	WPE Total Per Property Owner	WPE Annual Pymt. For 10 Yrs. @ 4.25%	BHN Total Per Property Owner	BHN Annual Pymt. For 10 Yrs. @ 3.25%
05-22-30-4890-00-021	Anne Kelley Fray	520 N. Phelps Ave.	Winter Park FL 32789	\$868.00	\$108.00	\$295.00	\$35.00
05-22-30-4890-00-040	Ronald W. Lowry Arthur/Karen	1741 Bryan Ave.	Winter Park FL 32789	\$868.00	\$108.00	\$295.00	\$35.00
05-22-30-4890-00-370	Blumenthal	1740 Bryan Ave.	Winter Park FL 32789	\$868.00	\$108.00	\$295.00	\$35.00
05-22-30-4890-00-380	Anne Connor	510 N. Phelps Ave.	Winter Park FL 32789	\$868.00	\$108.00	\$295.00	\$35.00

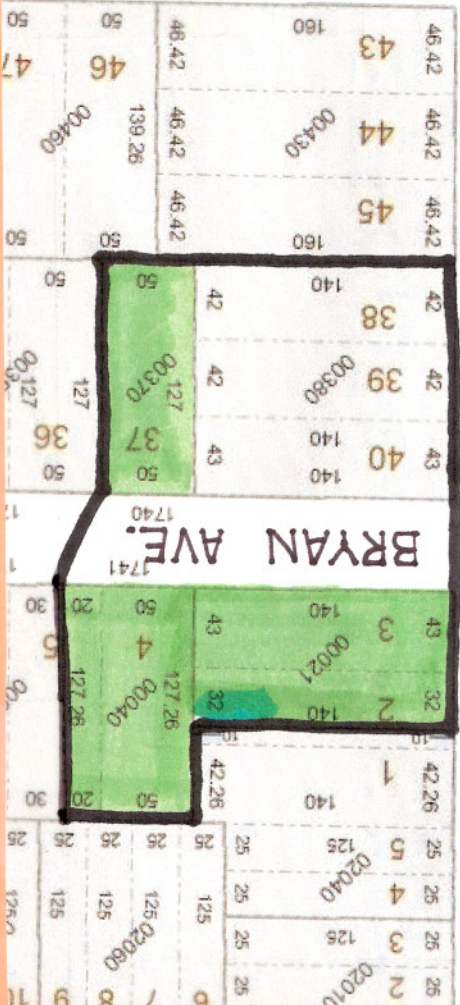
**BRYAN AVE**

1623



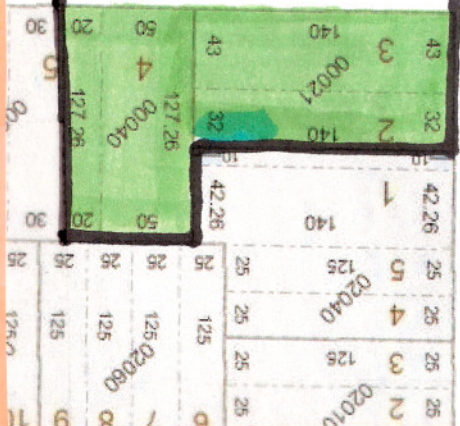
**N PHELPS AVE**

501 500 527 537 547 510



**BRYAN AVE**

1741





# city commission public hearing

item type	Public Hearing	meeting date	February 14, 2011
prepared by department division	David Zusi Water & Wastewater Utility Administration	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

Resolution subordinating utility easements to Florida Department of Transportation to accommodate widening initiative for Interstate Highway Four (I-4).

## motion | recommendation

Approval of attached resolution and subordination agreement for portions of Parcels 469.7R, 467.22 & 466.4.

## summary

The City of Winter Park (City) acquired the subject easements during the purchase of General Waterworks Corporation facilities. FDOT has requested several easements be subordinated and the City has previously complied. Attached are three additional easements with explanations requiring consideration and subordination to FDOT. This has been reviewed and recommended by the City Attorney.

## board comments

N/A



**RESOLUTION NO. 2075-11**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO IMPROVEMENTS TO STATE ROAD NO. 400 (INTERSTATE 4) BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND SUBORDINATION OF THE CERTAIN ESEMENTS OWNED BY THE CITY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, AUTHORIZING THE MAYOR OF THE CITY TO ENTER INTO SAID SUBORDINATION OF CITY UTILITY INTERESTS; PROVIDNG AN EFFECTIVE DATE.**

**WHEREAS,** the State of Florida Department of Transportation proposes to construct or improve State Road No. 400 (Interstate 4), Section No. 75280, F P No. 242484 5 Parcel No. 469.7R, 467.22, 466.4, in Orange County, Florida; and

**WHEREAS,** it is necessary that certain easement rights now owned by the City of Winter Park, Florida be subordinate to the rights of the Sate of Florida, Department of Transportation; and

**WHEREAS,** said subordination is in the best interest of the City; and

**WHEREAS,** the State of Florida, Department of Transportation , has made application to the City to execute and deliver to the State of Florida, Department of Transportation, a subordination of utility interest, or interests, in favor of the State of Florida, Department of Transportation.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER APRK, FLORIDA:**

**Section 1.** The application of the State of Florida, Department of Transportation, for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare.

All ordinances or portions of ordinances in conflict herewith are hereby repealed.

**Section 2.** The subordination of utility interest, or interests, in favor of the State of Florida, Department of Transportation, in the City of Winter Park, Florida should be drawn and executed by the mayor on behalf of the City of Winter Park,

**Section 3.** A certified copy of this resolution, as executed, shall be sent to the State of Florida Department of Transportation at 719 South Woodland Boulevard, Deland, Florida 32720-6834

**Section 4.** This Resolution shall become effective 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 14 day of February, 2011.

---

Kenneth Bradley, Mayor

ATTEST:

---

City Clerk Cynthia S. Bonham

23-UTL04-09/01  
December 7, 2010  
This instrument prepared by  
JENIFER A. PATTERSON  
Under the direction of  
FREDRICK W. LOOSE, ATTORNEY  
Department of Transportation  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834

PARCEL NO. 469.7R, 467.22, 466.4  
SECTION 75280  
F.P. NO. 242484 5  
STATE ROAD 400 (I-4)  
COUNTY ORANGE

### SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and the City of Winter Park, hereinafter called City.

### WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 469  
LIMITED ACCESS RIGHT OF WAY

SECTION NO. 75280  
FP NO. 242484 5

THAT PART OF:

"From the Southeast corner of the Northwest ¼ of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run S.89°25'44" W. along the South line of said Northwest ¼ of Section 2, a distance of 30.07 feet for the point of beginning on the West right-of-way line of Wymore Road; thence S. 03°41'31"W. along said right-of-way line 46.80 feet; thence leaving said West right-of-way line, run S. 89°16'16"W. 196.12 feet to a point 5.00 feet East of and at right angles to the East right-of-way line of Interstate Highway No. 4; thence run parallel with said right-of-way N. 01°28'04" W. 67.62 feet; thence N. 03°41'31"E. 353.51 feet; thence leaving said parallel line, run S. 89°51'59" E. 83.83 feet; thence N.00°08'01" E. 53.00 feet; thence S. 89°51'59" E. 121.47 feet, to the aforesaid West right-of-way line of Wymore Road; thence run S.03°41'31"W. 424.58 feet to the Point of Beginning."

(The above described lands being described and recorded in Official Records Book 4359, Page 3158, Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From nail and disc stamped "JWG LB 1 FDOT" over a 6" X 6" concrete monument (no identification) at the Southeast corner of the Northeast 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, F.P. No. 242484 5 on file at the Florida Department of

PARCEL NO. 469.7R, 467.22, 466.4  
SECTION 75280  
F.P. NO. 242484 5  
PAGE 2

Transportation District Five Office, Surveying and Mapping Section, Deland, Florida run South 89 degrees 26 minutes 01 seconds West 2504.45 feet along the South boundary of said Northeast 1/4 of Section 2 to the Northeast corner of the Southwest 1/4 of said Section 2; thence continue South 89 degrees 26 minutes 01 seconds West 30.08 feet along the North boundary of said Southwest 1/4 to a point on the existing Westerly right of way line of Wymore Road; thence continue South 89 degrees 26 minutes 01 seconds West 193.93 feet along said North boundary for the POINT OF BEGINNING, said point being North 89 degrees 26 minutes 01 seconds East 161.60 feet from centerline of survey of State Road 400 station 407+85.76 as shown on said Right of Way Map; thence South 01 degrees 28 minutes 41 seconds East 47.20 feet to a point on the South boundary of that certain parcel described and recorded in Official Records Book 4359, Page 3158, Public Records of Orange County, Florida; thence South 89 degrees 16 minutes 25 seconds West 6.40 feet to the Southwest corner of said parcel; thence North 01 degrees 27 minutes 55 seconds West 67.62 feet along the West boundary of said parcel to a point; thence North 03 degrees 41 minutes 36 seconds East 314.90 feet along said West boundary to a point; thence South 01 degrees 28 minutes 41 seconds East 228.19 feet to a point; thence South 12 degrees 01 minutes 04 seconds West 94.27 feet to a point; thence South 01 degrees 28 minutes 41 seconds East 14.26 feet to the Point of Beginning.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING: 4012 Square feet, more or less.

This legal description prepared under the direction of:  
John B. Early, PLS #1819  
Jones, Wood & Gentry, Inc., LB1  
3841 E. Colonial Drive  
Orlando, Florida 32803  
Date: March 13, 2007  
(407) 898-7780

AND

PARCEL NO. 467	SECTION NO. 75280
LIMITED ACCESS RIGHT OF WAY	FP NO. 242484 5

THAT PART OF:

"Parcel One:

From the Southeast corner of the Northwest ¼ of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run S. 89°25'44" W. along the South line of said Northwest ¼ of Section 2, a distance of 30.07 feet to a point on the West right-of-way line of Wymore Road; thence S. 03°41'31" W. along said right-of-way line; 46.80 feet; thence leaving said West right-of-way line run S. 89°16'16" W. 196.12 feet to the point of beginning, thence continue S. 89°16'16" W. 5.00 feet to the East right-of-way line of Interstate Highway No. 4; thence run N. 01°28'04" W. along said East right-of-way line 67.78 feet; thence N. 03°41'31" E. 408.97 feet to a point on a curve, concave Northerly and having a radius 1197.05 feet; thence from a tangent bearing of S. 84°40'57" E. and leaving said right-of-way line, run Easterly along the arc of said curve 31.47 feet through a central angle of 01°30'22" to a point of tangency; thence run S. 89°51'59" E. 54.00 feet; thence S. 00°08'01" W. 53.00 feet; thence N. 89°51'59" W. 83.83 feet; thence S. 03°41'31" W. 353.51 feet; thence S. 01°28'04" E. 67.62 feet to the Point of Beginning.

Parcel Two:

From the Northeast corner of the Southwest ¼ of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run S. 89°25'44" W. along the North line of said Southwest ¼, a distance of 235.40 feet to the Easterly right of way line of Interstate Highway No. 4; thence run S. 01°28'04" E. along said Easterly right of way line of Interstate Highway No. 4, a distance of 47.23 feet to the

PARCEL NO. 469.7R, 467.22, 466.4  
SECTION 75280  
F.P. NO. 242484 5  
PAGE 3

point of beginning; thence continue S. 01°28'04" E. 390.40 feet; thence N. 89°22'03" E., 165.87 feet to the Westerly right of way line of Wymore Road; thence N. 03°41'31" E. along said Westerly right of way line of Wymore Road 391.81 feet; thence S. 89°22'03" W. 201.12 feet to the point of beginning."

(The above described lands being described and recorded in Official Records Book 6863, Page 913 and Official Records Book 7160, Page 3510, Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From nail and disc stamped "JWG LB 1 FDOT" over a 6" X 6" concrete monument (no identification) at the Southeast corner of the Northeast 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, F.P. No. 242484 5 on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida run South 89 degrees 26 minutes 01 seconds West 2504.45 feet along the South boundary of said Northeast 1/4 of Section 2 to the Northeast corner of the Southwest 1/4 of said Section 2; thence continue South 89 degrees 26 minutes 01 seconds West 30.08 feet along the North boundary of said Southwest 1/4 to a point on the existing Westerly right of way line of Wymore Road; thence continue South 89 degrees 26 minutes 01 seconds West 205.32 feet along said North boundary to a point on the existing Easterly limited access right of way line of State Road 400 as shown on the aforesaid Right of Way Map for the POINT OF BEGINNING, said point being North 89 degrees 26 minutes 01 seconds East 150.21 feet from centerline of survey of State Road 400 station 407+85.76 as shown on said Right of Way Map, said point also being on the West boundary of that certain parcel described as Parcel One and recorded in Official Records Book 7160, Page 3510, Public Records of Orange County, Florida; thence North 01 degrees 27 minutes 55 seconds West 20.55 feet along said existing Easterly limited access right of way line and said West boundary of Parcel One to a point; thence North 03 degrees 41 minutes 36 seconds East 370.37 feet along said existing Easterly limited access right of way line and said West boundary of Parcel One to a point; thence South 01 degrees 28 minutes 41 seconds East 55.47 feet to a point on the East boundary of said Parcel One; thence South 03 degrees 41 minutes 36 seconds West 314.90 feet along said East boundary of said Parcel One to a point; thence South 01 degrees 27 minutes 55 seconds East 67.62 feet along said East boundary of Parcel One to a point on the North boundary of that certain parcel described as Parcel Two as recorded in the aforesaid Official Records Book 7160, Page 3510; thence North 89 degree 16 minutes 25 seconds East 6.40 feet along said North boundary of Parcel Two to a point; thence South 01 degrees 28 minutes 41 seconds East 5.12 feet to a point on tangent curve concave Westerly and having a radius of 11486.16 feet; thence run Southerly 385.28 feet along the arc of said curve with a chord bearing of South 00 degrees 31 minutes 02 seconds East through a central angle of 01 degrees 55 minutes 19 seconds to a point on the South boundary of the aforesaid Parcel Two; thence South 89 degrees 22 minutes 12 seconds West 5.03 feet along said South boundary of Parcel Two to a point on the aforesaid existing Easterly limited access right of way line of State Road 400, said point being the Southwest corner of said Parcel Two; thence North 01 degrees 27 minutes 55 seconds West 390.40 feet along said existing Easterly limited access right of way line and the West boundary of said Parcel Two to the Southwest corner of the aforesaid Parcel One; thence continue North 01 degrees 27 minutes 55 seconds West 47.23 feet along said existing Easterly limited access right of way line and the West boundary of said Parcel One to the Point of Beginning.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING: 5689 Square feet, more or less.

PARCEL NO. 469.7R, 467.22, 466.4  
SECTION 75280  
F.P. NO. 242484 5  
PAGE 4

This legal description prepared under the direction of:  
John B. Early, PLS #1819  
Jones, Wood & Gentry, Inc., LB1  
3841 E. Colonial Drive  
Orlando, Florida 32803  
Date: March 13, 2007  
(407) 898-7780

AND

PARCEL NO. 466  
LIMITED ACCESS RIGHT OF WAY

SECTION NO. 75280  
FP NO. 242484 5

THAT PART OF:

"From the center of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run along the East-West center Section line, S. 89°25'44" West 235.40 feet to the Easterly right of way line of Interstate Highway No. 4; run thence South 01°28'04" East along said Easterly right of way line of Interstate Highway No. 4 a distance of 437.63 feet to the point to the point of beginning; run thence further South 01°28'04" East 300.01 feet; thence North 89°22'03" East 138.81 feet to the Westerly right of way line of Wymore Road; run thence North 03°41'31" East along said Westerly right of way line of Wymore Road 300.83 feet; thence South 89°22'03" West 165.87 feet to the point of beginning, containing 1.0490 acres more or less and subject to restrictions of record."

(The above described lands being described and recorded in Official Records Book 3960, Page 620, Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From nail and disc stamped "JWG LB 1 FDOT" over a 6" X 6" concrete monument (no identification) at the Southeast corner of the Northeast 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, F.P. No. 242484 5 on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida run South 89 degrees 26 minutes 01 seconds West 2504.45 feet along the South boundary of said Northeast 1/4 of Section 2 to the Northeast corner of the Southwest 1/4 of said Section 2; thence continue South 89 degrees 26 minutes 01 seconds West 30.08 feet along the North boundary of said Southwest 1/4 to a point on the existing Westerly right of way line of Wymore Road; thence continue South 89 degrees 26 minutes 01 seconds West 205.32 feet along said North boundary to a point on the existing Easterly limited access right of way line of State Road 400 as shown on the aforesaid Right of Way Map, said point being North 89 degrees 26 minutes 01 seconds East 150.21 feet from centerline of survey of State Road 400 station 407+85.76 as shown on said Right of Way Map; thence South 01 degrees 27 minutes 55 seconds East 437.63 feet along said existing Easterly limited access right of way line for the POINT OF BEGINNING, said point being the Northwest corner of that certain parcel described and recorded in Official Records Book 3960, Page 620, Public Records of Orange County, Florida; thence continue South 01 degrees 27 minutes 55 seconds East 129.05 feet along said existing Easterly limited access right of way line and the West boundary of said parcel to a point on a non-tangent curve concave Westerly and having a radius of 11486.16 feet; thence from a tangent bearing of North 01 degrees 05 minutes 16 seconds East, run Northerly 129.08 feet along the arc of said curve with a chord bearing of North 00 degrees 45 minutes 57 seconds East through a central angle of 00 degrees 38 minutes 38 seconds to the North boundary of said parcel; thence South 89 degrees 22 minutes 12 seconds West 5.03 feet along said North boundary to the Point of Beginning.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.



PARCEL NO. 469.7R, 467.22, 466.4  
SECTION 75280  
F.P. NO. 242484 5  
PAGE 5

CONTAINING: 340 Square feet, more or less.

This legal description prepared under the direction of:  
John B. Early, PLS #1819  
Jones, Wood & Gentry, Inc., LB1  
3841 E. Colonial Drive  
Orlando, Florida 32803  
Date: March 13, 2007  
(407) 898-7780

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Sanitary Sewer Ease.	12/30/91	Florida Conference Association of Seventh-Day Adventists, a Florida corp. not for profit	The City of Winter Park	4359/3179
Sanitary Sewer Ease.			The City of Winter Park	Unrecorded

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

PARCEL NO. 469.7R, 467.22, 466.4  
SECTION 75280  
F.P. NO. 242484 5  
PAGE 6

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_  
George S. Lovett, Attorney,  
District Director Of  
Transportation Development  
for District Five  
719 S. Woodland Blvd.  
DeLand, Florida 32720

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

Legal Review

\_\_\_\_\_  
Office of the General Counsel

STATE OF FLORIDA  
  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by George S. Lovett, District Director of Transportation Development for District Five, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
PRINT/TYPE NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in  
the presence of: Two witnesses  
required by Florida Law

CITY OF WINTER PARK, FLORIDA,  
By Its Board of City  
Commissioners

By: \_\_\_\_\_  
  
Its Chairperson  
(or Vice-Chairperson)

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
  
Clerk (or Deputy Clerk)

STATE OF FLORIDA  
  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
PRINT/TYPE NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

Rec Fee \$ 29 00 MARTHA O. HAYNIE, 41  
Add Fee \$ 4 00 Orange County  
Doc Tax \$ 60 Comptroller  
Int Tax \$ By W  
Total \$ 33 60 Deputy Clerk

Prepared by:

Return to:

MARVIN L. BEAMAN, JR., ESQ.

MARVIN L. BEAMAN, JR., P.A.

605 N. Wymore Rd.

Winter Park, FL 32789-2893

#91-6-15-16rr

3959620 Orange Co. FL.  
12/31/91 10:32:05am

OR4359 PG3179

SANITARY SEWER EASEMENT

THIS EASEMENT is entered into as of this 30th day of December, 1991 by and between FLORIDA CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, a Florida corporation not for profit, (hereinafter referred to as the "Grantor"), and CHARLES W. CLAYTON, JR. TRUSTEE OF THE CHARLES W. CLAYTON, JR. REVOKABLE TRUST DATED JANUARY 24, 1991 UNDER FLORIDA STATUTES SECTION 689.071 AND W. MALCOLM CLAYTON AS TRUSTEE OF THE W. MALCOLM CLAYTON REVOCABLE TRUST DATED AUGUST 4, 1987, UNDER FLORIDA STATUTES SECTION 689.071, (hereinafter referred to as "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor has acquired ownership of the real property described in Exhibit "A" attached hereto, even date herewith; and

WHEREAS, a Sanitary Sewer System is currently located on said property described in Exhibit "A" which is maintained by the City of Winter Park and services the properties described in Exhibit "B" attached hereto owned by the Grantees; and

WHEREAS, Grantor desires to grant to the Grantees, their successors-in-interest, devisees and assigns, a certain Sanitary Sewer Easement under that portion of Exhibit "A" described in Exhibit "C" located in Orange County, Florida;

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS paid to Grantor by Grantee and in consideration of the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, each of the parties hereto covenants and agrees as follows:

1. GRANT OF EASEMENT. Grantor does hereby give, grant and convey to Grantee, and its assigns, an easement for sanitary sewer purposes under, the property located in Orange County, Florida as described in Exhibit "C" attached hereto and made a part hereof with full authority to the City of Winter Park, its representatives, employees and subcontractors to enter upon and maintain, as the City of Winter Park may deem necessary.

2. COVENANTS RUNNING WITH THE LAND. All the covenants, terms, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors-in-interest, devisees, grantees, heirs and assignees upon the terms, provisions and conditions herein set forth.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

Signed, sealed and delivered  
in the presence of:

ATTEST:

Floyd H. Powell  
Floyd H. Powell  
Secretary

Frank McMillan  
Sign and print name

Kathy E. Gravell  
Kathy E. Gravell  
Sign and print name

GRANTOR:

FLORIDA CONFERENCE ASSOCIATION  
OF SEVENTH-DAY ADVENTISTS, a  
Florida corporation not for  
profit

By: O. O. Graham  
O. O. GRAHAM  
President  
616 E. Rollins St.  
Orlando, FL 32803



GRANTEES:

CHARLES W. CLAYTON, JR.  
TRUSTEE OF THE CHARLES W.  
CLAYTON, JR. REVOKABLE TRUST  
DATED JANUARY 24, 1991 UNDER  
FLORIDA STATUTES SECTION  
689.071

Reitomer  
Marvin E. Betman, Jr.  
Sign and print names

Charles W. Clayton, Jr. Trustee  
CHARLES W. CLAYTON, JR.  
TRUSTEE  
611 N. Wymore Rd.  
Winter Park, FL 32789

OR4359 PG3180

W. MALCOLM CLAYTON AS TRUSTEE OF  
THE W. MALCOLM CLAYTON REVOCABLE  
TRUST DATED AUGUST 4, 1987 UNDER  
FLORIDA STATUTES SECTION 689.071

K. E. Powell  
K. E. Powell

M. L. Powell, Jr.  
Sign and print names

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared O.O. GRAHAM to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of FLORIDA CONFERENCE OF SEVENTH-DAY ADVENTISTS, a Florida corporation not for profit, and FLOYD H. POWELL, as Secretary, and acknowledged to and before me that they executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS our hands and official seals in the County and State last aforesaid this 30th day of December, 1991.

Kathy E. Gravell  
Notary Public, State of Florida  
Kathy E. Gravell  
Print and sign name  
My commission expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APRIL 15, 1995  
BONDED THRU HUCKLEBERRY & ASSOCIATES

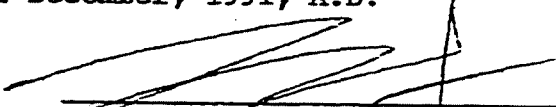
(Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES W. CLAYTON, JR. TRUSTEE OF THE CHARLES W. CLAYTON, JR. REVOKABLE TRUST DATED JANUARY 24, 1991 UNDER FLORIDA STATUTES SECTION 689.071 to me well known, and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument in the capacity and for the purpose therein expressed.

WITNESS my hand and official seal in the County and State  
last aforesaid this 24 day of December, 1991, A.D.

(Seal)

  
Notary Public, State of Florida

MARVIN L. BEAMAN, JR.  
Print and sign name

My commission expires:

STATE OF FLORIDA  
COUNTY OF ORANGE



MARVIN L. BEAMAN, JR.  
My Comm. expires Mar. 25, 1993  
Bonded thru Notary Public Underwriters

I HEREBY CERTIFY that on this day, before me an officer  
duly authorized in the State and County aforesaid to take  
acknowledgments, personally appeared W. MALCOLM CLAYTON AS TRUSTEE  
OF THE W. MALCOLM CLAYTON REVOCABLE TRUST DATED AUGUST 4, 1987  
UNDER FLORIDA STATUTES SECTION 689.071 to me well known, and known  
to me to be the individual described in and who executed the  
foregoing instrument and acknowledged to and before me that he  
executed said instrument in the capacity and for the purpose  
therein expressed.

WITNESS my hand and official seal in the County and State  
last aforesaid this 24 day of December, 1991, A.D.

(Seal)

  
Notary Public, State of Florida

MARVIN L. BEAMAN, JR.  
Print and sign name

My commission expires:

c:\cla\ease sewer.655  
91-6-15-16rr



MARVIN L. BEAMAN, JR.  
My Comm. expires Mar. 25, 1993  
Bonded thru Notary Public Underwriters

OR4359 PG3182



EXHIBIT "A"

From the Southeast corner of the Northwest 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run S.89°25'44" W. along the South line of said Northwest 1/4 of Section 2, a distance of 30.07 feet for the point of beginning on the West right-of-way line of Wymore Road; thence S. 03°41'31"W. along said right-of-way line 46.80 feet; thence leaving said West right-of-way line, run S. 89°16'16"W. 196.12 feet to a point 5.00 feet East of and at right angles to the East right-of-way line of Interstate Highway No. 4; thence run parallel with said right-of-way N.01°28'04" W. 67.62 feet; thence N.03°41'31"E. 353.51 feet; thence leaving said parallel line, run S.89°51'59" E. 83.83 feet; thence N.00°08'01" E. 53.00 feet; thence S. 89°51'59" E. 121.47 feet, to the aforesaid West right-of-way line of Wymore Road; thence run S.03°41'31"W. 424.58 feet to the Point of Beginning.

OR4359 PG3|83

## PARCEL 2

From the Northeast corner of the Southwest 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run S. 89°25'44"W. along the North line of said Southwest 1/4, a distance of 235.40 feet to the Easterly right of way line of Interstate Highway No. 4; thence run S. 01°28'04"E. along said Easterly right of way line of Interstate Highway No. 4, a distance of ~~47.23~~ 390.40 feet to the point of beginning; thence continue S. 01°28'04"E. 390.40 feet; thence N. 89°22'03"E. ~~165.87~~ 221.72 feet to the Westerly right of way line of Wymore Road; thence N. 03°41'31"E. along said Westerly right of way line of Wymore Road 391.81 feet; thence S. 89°22'03"W. 221.72 feet to the point of beginning, containing 1.6450 Acres more or less. SUBJECT TO INGRESS-EGRESS ESM.T.S RECORDED IN O.R. BOOK 3283, PAGE 1336, AND D.R. BOOK 3960, PAGE 622.

## PARCEL 3

FROM the center of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run along the East-West center Section line, S. 89°25'44" West 235.40 feet to the Easterly right of way line of Interstate Highway No. 4; run thence South 01°28'04" East along said Easterly right of way line of Interstate Highway No. 4 a distance of 437.63 feet to the point of beginning; run thence further South 01°28'04" East 300.01 feet; thence North 89°22'03" East 138.81 feet to the Westerly right of way line of Wymore Road; run thence North 03°41'31" East along said Westerly right of way line of Wymore Road 300.83 feet; thence South 89°22'03" West 165.87 feet to the point of beginning, containing 1.0490 acres more or less and subject to restrictions of record.

## PARCEL 4

From the Northeast corner of the Southwest 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run S. 89°25'44"W. along the North line of said Southwest 1/4, a distance of 235.40 feet to the Easterly right of way line of Interstate Highway No. 4; thence run S. 01°28'04"E. along said Easterly right of way line of Interstate Highway No. 4, a distance of ~~237.34~~ 286.01 feet to the point of beginning; thence continue S. 01°28'04"E. 286.01 feet; thence N. 89°22'03"E. 113.01 feet to the Westerly right of way line of Wymore Road; thence N. 03°41'31"E. along said Westerly right of way line of Wymore Road 286.79 feet; thence S. 89°22'03"W. 138.81 feet to the point of beginning, containing 0.8266 Acres more or less

OR4359 PG3184

## PARCEL 5

From the Northeast corner of the Southwest 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run S. 89°25'44"W. along the North line of said Southwest 1/4, a distance of 235.40 feet to the Easterly right of way line of Interstate Highway No. 4; thence run S. 01°28'04"E. along said Easterly right of way line of Interstate Highway No. 4, a distance of 1023.64 feet to the point of beginning; thence continue S. 01°28'04"E. 150.00 feet; thence N. 89°22'03"E. 99.47 feet to the Westerly right of way line of Wymore Road; thence N. 03°41'31"E. along said Westerly right of way line of Wymore Road 150.41 feet; thence S. 89°22'03"W. 113.01 feet to the point of beginning, containing 0.3658 Acres more or less

Exhibit "B"

**SANITARY SEWER EASEMENT**

From the Southeast corner of the Northwest 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run S.89.25'44"W. along the South line of said Northwest 1/4 of Section 2, a distance of 30.07 feet to a point on the West right-of-way line of Wymore Road; thence S.03.41'31"W. along said right-of-way line, 46.80 feet; thence leaving said West right-of-way line, run S.89.16'16"W. 181.12 feet to the point of beginning; thence continue S.89.16'16"W. 10.00 feet; thence N.01.28'04"W. 68.00 feet; thence N.02.53'16"E. 352.78 feet; thence S.89.51'59"E. 25.00 feet; thence S.21.01'08"W. 48.11 feet; thence S.02.53'16" W.307.90 feet; thence S.01.28'04" E. 67.73 feet to the Point of Beginning.

OR 4359 PG 3185

RECORDED & RECORD VERIFIED

*Martha A. Haynes*

County Comptroller, Orange Co., FL

EXHIBIT "C"





INTERSTATE 4

466

467

469

NORTH WYMORE RD

LIFT STATION #62 DENNY'S

AUDREY

612

602

ADDR

606

610

614

618

616

636

650



# city commission public hearing

item type	Public Hearing	meeting date	February 14, 2011
prepared by department division	John R. 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 type="checkbox"/> no <input type="checkbox"/> N/A final vote		

## subject

A Resolution requesting the Florida Legislature amend the Florida Clean Indoor Air Act to allow local regulation of smoking and the possession of tobacco products in Municipal and County Parks and Recreation areas.

## motion | recommendation

Approve Resolution

## summary

Commissioner Dillaha requested during the January 10<sup>th</sup>, 2011 Commission meeting that a Resolution be drafted, send to the Florida Legislature and the Florida League of Cities to encourage the changing of the Florida Statute, Chapter 386, Part II of the Florida Clean Air Act to allow Cities the right under its home rule authority to regulate the use of tobacco products in its parks and recreational areas.

Currently the Florida Clean Air Act expressly preempts regulation of smoking to the State and supersedes any municipal or county ordinance on the subject.

## board comments

N/A



## **RESOLUTION NO. 2076-11**

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DECLARING THAT THE FLORIDA LEGISLATURE AMEND THE FLORIDA CLEAN INDOOR AIR ACT TO EXPRESSLY ALLOW LOCAL REGULATION OF SMOKING AND THE POSSESSION OF TOBACCO PRODUCTS IN MUNICIPAL AND COUNTY PARKS AND RECREATION AREAS.**

**WHEREAS**, the City Commission of the City of Winter Park, Florida, has home rule authority to take any action in the furtherance of the interests 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**, it is an important policy in Florida to promote the health and well-being of the citizens of the State; and

**WHEREAS**, this policy is expressed in part through the Florida Clean Indoor Air Act, Chapter 386, Part II, Florida Statutes; and

**WHEREAS**, Section 386.209, Florida Statutes, provides that the Florida Clean Indoor Air Act “expressly preempts regulation of smoking to the State and supercedes any municipal or county ordinance on the subject”; and

**WHEREAS**, the City of Winter Park believes that it has the right under its home rule authority to regulate the use of tobacco products in its parks and recreational areas, and the existing language in Section 386.209, Florida Statutes is unclear as to whether or not a regulation of the possession or lighting of tobacco products in a city park or recreational area is preempted to the State; and

**WHEREAS**, some local governments have considered Section 386.209, Florida Statutes, as not preempting regulations against possession of tobacco products in parks and recreational areas and have enacted ordinances prohibiting the same in such areas; and

**WHEREAS**, the City has proclaimed and adheres to the principle that it is in the interest of the citizens that parks and recreational areas of the City be free from smoking of tobacco products so that the citizens are able to enjoy such parks and recreational areas without the problems associated with secondhand smoke; and

**WHEREAS**, some jurisdictions may feel constrained in their ability to enact local regulations in the interest of their residents’ health and safety because of the existing language in Section 386.209.



**NOW, THEREFORE**, be it resolved by the City Commission of the City of Winter Park, Florida as follows:

**Section 1.** The City strongly urges the Florida Legislature to amend Section 386.209, Florida Statutes, or to enact such other amendments in Florida law that will expressly provide that municipalities and counties have the local authority to enact regulations concerning the use, possession, lighting or smoking of tobacco products in parks and recreational areas.

**Section 2.** The recitals set forth above are hereby adopted and incorporated herein by reference.

**Section 3.** This Resolution shall be published once in a newspaper of general circulation published in the City of Winter Park, Florida.

**Section 4.** 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 14 day of February, 2011.

\_\_\_\_\_  
Kenneth W. Bradley, Mayor

Attest: \_\_\_\_\_  
Cynthia S. Bonham, City Clerk



BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.

*Attorneys at Law*

---

111 N. Orange Ave., Suite 2000  
P.O. Box 2873  
Orlando, Florida 32802-2873  
Phone (407) 425-9566  
Fax (407) 425-9596

**Usher L. Brown**  
Board Certified Civil Trial Lawyer

[ulbrown@orlandolaw.net](mailto:ulbrown@orlandolaw.net)

January 28, 2011

John Holland, Director  
Parks & Recreation  
City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789

***via email & regular U.S. Mail***

Re: Resolution regarding smoking in parks/information regarding the ability of a municipality to regulate tobacco products

Dear John:

At a previous meeting, the Commission requested a resolution that will request the Florida Legislature to amend the Florida Clean Indoor Air Act (Sections 386.201, *et seq.*, Florida Statutes) to allow local regulation. As you know, Section 386.209, Florida Statutes, provides that the Act "expressly preempts regulation of smoking to the State and supercedes any municipal or county ordinance on the subject."

Enclosed for your review is a draft resolution that will accomplish the municipal intent that the preemption be eliminated. Please let me have your comments, and when you and Mr. Knight are satisfied with the form of the resolution, kindly place it on the next available agenda.

Also enclosed is information we have developed for Casselberry concerning local regulation of smoking/tobacco. Included are Sarasota County's and Venice's ordinances prohibiting "tobacco products" in parks and recreational areas, the City of Moore Haven's Tobacco Free Parks Policy, and a proposed model tobacco free policy given to us by Ms. Groeneveldt at the Florida Department of Health. As you can see from Ms. Groeneveldt's email dated November 15, 2010, as a Department of Health official, she has concluded that because the Clean Indoor Air Act preempts "smoking", it does not preempt "tobacco



January 28, 2011  
Page 2

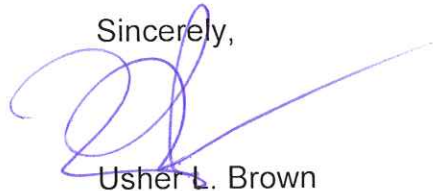
products" nor does it preempt litter within parks and recreational facilities. Ms. Groeneveldt's November 9, 2010 email links to the Casselberry ordinance that prohibits the use of tobacco products in certain areas of the City's parks.

Although I am not advocating a policy decision, I wanted you and Mr. Knight to be aware of this information (if you are not already), so that you can evaluate possible recommendations to the Commission. Certainly, these ordinances may be challenged on the grounds of preemption, but a good argument can be made that the municipal home rule authority gives the City the right to enact any ordinance regulating a question of local interest so long as the issue is not expressly preempted in the statute. Recent court decisions (including the *SAFE/Sarasota v. Browning* decision), hold that the courts strongly disfavor implied preemption. And, an ordinance prohibiting possession of tobacco products does not conflict with state law.

Therefore, I think the better argument is that a local regulation of tobacco products in parks and recreational areas will withstand a preemption or constitutional challenge. However, you and the Commission may decide that it is more efficient to simply have the legislature amend the Act and revise Section 386.209 to expressly allow that municipalities and counties may regulate the use and possession of tobacco products, including smoking of tobacco products, in parks and other recreational areas.

Please let me know if I can assist you any further with this issue.

Sincerely,



Usher L. Brown

ULB:tla

Enclosures

cc: Randy Knight, City Manager (w/encl.)

Michelle del Valle, Assistant City Manager (w/encl.)

G:\Docs\City of Winter Park\Ordinances and Resolutions\Smoking in City Parks\Correspondence\ltr.john holland re analysis of statute and draft resolution.wpd

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DECLARING THAT THE FLORIDA LEGISLATURE AMEND THE FLORIDA CLEAN INDOOR AIR ACT TO EXPRESSLY ALLOW LOCAL REGULATION OF SMOKING AND THE POSSESSION OF TOBACCO PRODUCTS IN MUNICIPAL AND COUNTY PARKS AND RECREATION AREAS.**

**WHEREAS**, the City Commission of the City of Winter Park, Florida, has home rule authority to take any action in the furtherance of the interests 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**, it is an important policy in Florida to promote the health and well-being of the citizens of the State; and

**WHEREAS**, this policy is expressed in part through the Florida Clean Indoor Air Act, Chapter 386, Part II, Florida Statutes; and

**WHEREAS**, Section 386.209, Florida Statutes, provides that the Florida Clean Indoor Air Act "expressly preempts regulation of smoking to the State and supercedes any municipal or county ordinance on the subject"; and

**WHEREAS**, the City of Winter Park believes that it has the right under its home rule authority to regulate the use of tobacco products in its parks and recreational areas, and the existing language in Section 386.209, Florida Statutes is unclear as to whether or not a regulation of the possession or lighting of tobacco products in a city park or recreational area is preempted to the State; and

**WHEREAS**, some local governments have considered Section 386.209, Florida Statutes, as not preempting regulations against possession of tobacco products in parks and recreational areas and have enacted ordinances prohibiting the same in such areas; and

**WHEREAS**, the City has proclaimed and adheres to the principle that it is in the interest of the citizens that parks and recreational areas of the City be free from smoking of tobacco products so that the citizens are able to enjoy such parks and recreational areas without the problems associated with secondhand smoke; and

**WHEREAS**, some jurisdictions may feel constrained in their ability to enact local regulations in the interest of their residents' health and safety because of the existing language in Section 386.209.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Winter Park, Florida as follows:

**Section 1.** The City strongly urges the Florida Legislature to amend Section 386.209, Florida Statutes, or to enact such other amendments in Florida law that will expressly provide that municipalities and counties have the local authority to enact regulations concerning the use, possession, lighting or smoking of tobacco products in parks and recreational areas.

**Section 2.** The recitals set forth above are hereby adopted and incorporated herein by reference.

**Section 3.** This Resolution shall be published once in a newspaper of general circulation published in the City of Winter Park, Florida.

**Section 4.** 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 \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Kenneth W. Bradley, Mayor

Attest: \_\_\_\_\_  
Cynthia S. Bonham, City Clerk

**Chaves, Jose**

---

**From:** Tamara\_Groeneveldt@doh.state.fl.us  
**Sent:** Monday, November 15, 2010 3:35 PM  
**To:** Chaves, Jose  
**Subject:** RE: Tobacco-free Parks and Recreational Facilities Policies  
**Attachments:** Model Policy\_Ordinance\_MN.pdf; Policy\_Moore\_Haven.doc; Policy\_SARASOTA.pdf

Hello Mr. Chaves,

There are several ways to implement an ordinance that gets around preemption. The law states that the Clean Indoor Air Act preempts all smoking related ordinances for counties and municipalities within Florida. However, the law does not preempt "tobacco" products nor does it preempt the "litter" that is caused by these product within our local parks and recreational facilities.

I have attached a model policy that suggests several reasons why tobacco products are not allowed in the parks with the adopted policy. I have also attached examples of an existing city and county in Florida that already have tobacco-free policies in place.

I hope this helps. If there is anything else that I can do, please do not hesitate to let me know.

Tamara Groeneveldt, MSW  
Regional Coordinator  
Communities Putting Prevention to Work  
Florida Department of Health  
Phone: 407-558-1429  
Email: Tamara\_Groeneveldt@doh.state.fl.us

-----Original Message-----

**From:** Chaves, Jose [mailto:jchaves@casselberry.org]  
**Sent:** Mon 11/15/2010 11:25 AM  
**To:** Groeneveldt, Tamara  
**Subject:** FW: Tobacco-free Parks and Recreational Facilities Policies

Ms. Groeneveldt,

My name is Jose Chaves, and I have been directed to organize the City's initiative to prohibit smoking in Public Parks. I was forwarded your information by Luis Cruz and would like to discuss with you any new developments on this matter. The City is trying to determine the legality behind prohibiting smoking in public areas, as well as developing an approach for regulating any adopted ordinances. Do you have any information that would assist Casselberry as we develop the City's stance on smoking in public areas?

Thank you,

Jose Chaves

Special Projects Coordinator

City of Casselberry

95 Triplet Lake Drive

Casselberry, Florida 32707



Office: (407) 262-7725, ext 1237

Fax: (407) 262-7767

Email: jchaves@casselberry.org

Web: [www.casselberry.org](http://www.casselberry.org) <<http://www.casselberry.org/>>

From: Tamara\_Groeneveldt@doh.state.fl.us [mailto:[Tamara\\_Groeneveldt@doh.state.fl.us](mailto:Tamara_Groeneveldt@doh.state.fl.us)]  
Sent: Tuesday, November 09, 2010 10:50 AM  
To: Cruz, Luis  
Subject: FW: Tobacco-free Parks and Recreational Facilities Policies

-----Original Message-----

From: Groeneveldt, Tamara  
Sent: Tue 11/9/2010 10:48 AM  
To: lcruz@casselberry.org  
Cc: Thompson, Julia  
Subject: RE: Tobacco-free Parks and Recreational Facilities Policies

Hello Mr. Cruz,

The Florida Department of Health has recently been awarded funds for the Communities Putting Prevention to Work (CPPW) program which aims to improve the health of Floridians. The program is funded by the American Recovery and Reinvestment Act and focuses on sustainable interventions to increase physical activity, improve nutrition, and increase the number of tobacco-free city and county parks. Thirteen regional coordinators were hired to carry out these initiatives and are working with county health departments, local health advocacy groups, civic organizations, school districts, and city and county officials to implement policy, system, and environmental changes.

I am aware that the City of Casselberry currently has an ordinance that prohibits the use of tobacco products in certain areas of the city's parks ([http://library8.municode.com/default-test/home.htm?infobase=12536&doc\\_action=whatsnew](http://library8.municode.com/default-test/home.htm?infobase=12536&doc_action=whatsnew)). While this is extremely commendable, we would like to take this ordinance one step further by prohibiting the use of tobacco products throughout the parks.

At your convenience, I would love to be able to discuss this initiative with you in further detail.

I look forward to your correspondence.

Tamara Groeneveldt, MSW  
Regional Coordinator  
Communities Putting Prevention to Work  
Florida Department of Health  
Phone: 407-558-1429  
Email: [Tamara\\_Groeneveldt@doh.state.fl.us](mailto:Tamara_Groeneveldt@doh.state.fl.us)

-----Original Message-----

From: Thompson, Julia [mailto:[jthompson02@seminolecountyfl.gov](mailto:jthompson02@seminolecountyfl.gov)]  
Sent: Wed 11/3/2010 8:51 PM  
To: Groeneveldt, Tamara  
Subject: RE: Tobacco-free Parks and Recreational Facilities Policies

ORDINANCE 2000-076

AN ORDINANCE OF SARASOTA COUNTY, FLORIDA, RELATING TO USE RESTRICTIONS FOR PARKS, BEACHES AND RECREATION AREAS, AMENDING ORDINANCE NO. 96-089 AND CHAPTER 90 OF THE SARASOTA COUNTY CODE; AMENDING SECTION 90-32(a) OF THE CODE, RELATING TO REGULATIONS PERTAINING TO COUNTY OWNED OR OPERATED PARKS, BEACHES AND RECREATION AREAS.

WHEREAS, the Board of County Commissioners in 1996 adopted Ordinance No. 96-089, now codified as Chapter 90 of the Sarasota County Code of Ordinances, which provides for use restrictions for parks, beaches and recreation areas; and

WHEREAS, the Board of County Commissioners believes that smoking in the proximity of children and adults engaging in or watching youth sports at county-owned or operated parks is detrimental to the health and comfort of those using such facilities; and

WHEREAS, our youth athletic organizations have a unique opportunity to create and sustain an environment that supports a non-tobacco norm through non-smoking and non-tobacco use policies, rule enforcement, and positive adult and peer role modeling on youth athletic park grounds; and

WHEREAS, parents and children should be able to reasonably expect that consistent rules will exist among all youth sports leagues at any park facility in Sarasota County where children participate in organized athletic programs, especially with respect to the health and well-being of those children and their families; and

WHEREAS, the incidence of asthma among youth aged 5 to 14 has increased by 72% from 1980 to 1994 (4.3% to 7.4%), and secondhand smoke has been identified as a primary trigger in the onset of asthma attacks.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA:

Section 1. This Ordinance amends Ordinance No. 96-089 as codified in Section 90-32 of the Sarasota County Code. In this Ordinance, deleted text is shown in ~~strike through~~, new text is shown underlined.

Section 2. Section 90-32 of the Sarasota County Code is hereby amended to read as follows:

Section 90-32. [Use restrictions for parks, beaches and recreation areas.]

(a) *Regulations pertaining to County owned or operated parks, beaches and recreation areas.*

(1) No automobile, truck, motorcycle, motor scooter, motor bicycle, bicycle, or other mode of conveyance shall be driven or parked on any county owned or operated park, beach or recreation area except in those areas specifically designed or otherwise designated by signs to be used for such driving or

parking; provided, however that the County may, from time to time, issue written permits granting special parking privileges, upon application therefor, to persons suffering acute physical disabilities, which permits shall specifically recite on the face thereof the exact extent of the special privileges and the area or areas involved.

- (2) No person permitted to operate an automobile, truck, motorcycle, motor scooter, motor bicycle, or other mode of transportation on a county owned or operated park, beach or recreation area shall operate same in excess of 15 miles per hour.
- (3) No overnight camping of any type shall be allowed at any county owned or operated park, beach, or recreation area except in those areas that are developed and designated for such use.
- (4) No person shall dispose of any paper, waste, garbage, trash, debris, or other litter of any kind on any county owned or operated park, beach or recreation area except in proper receptacles. Only such paper, waste, garbage, trash, debris or other litter as may have been created or accumulated in the use of a park, beach or recreation area shall be disposed of in such receptacles.
- (5) The sale of food or drink of any kind, including beer and other intoxicating beverages, or the sale or rental of athletic equipment, sports equipment, jet skis and other watercraft, or any other items, on any county owned or operated park, beach or recreation area is prohibited; provided, however, that the county may, from time to time, issue permits, or enter license agreements, leases or other agreements for the sale or rental of any of the above on such terms and conditions as the County shall deem proper and in the best interest of the citizens of Sarasota County.
- (6) No person shall hold, drink from, carry into, otherwise possess, or dispose of glass beverage containers of any kind on a County owned or operated park, beach, or recreation area.
- (7) The playing of sports and games in which an object is propelled through the air by any means shall be limited to those areas specifically designed or otherwise designated for such activities at any county owned or operated park, beach, or recreation area.
- (8) Fires are prohibited in any County owned or operated park, beach or recreation area, except in such grills, fireplaces, barbecue pits or such other receptacles as may be specifically designed therefor.
- (9) Dogs, cats, and other pets are prohibited from and are not allowed in any County owned or operated park, beach or recreation area outside of areas specifically designated for activities involving such animals, except for dogs trained to assist or aid disabled or handicapped persons when such dogs are actually being used to assist or aid such persons. Any dog, cat or other pet

found in any county owned or operated park, beach, or other recreation area in violation of this section may be impounded and held in accordance with provisions of Sarasota County Ordinance No. 95-42 (Chapter 14, Article II, of this Code).

- (10) The use of tobacco products is prohibited during all times in all areas, within a defined perimeter, at County owned or operated parks used for organized youth athletic activities. The defined perimeter is the area that encompasses all athletic fields, spectator stands, concession areas, restroom areas, walking or congregating areas, and all intervening spaces. This area is often times, but not exclusively, outlined by perimeter fencing with gates at points of entry. A youth athletic organization or league is defined as an organization which contracts or enters into a user-agreement with the Sarasota County Community Services Business Center, Division of Parks and Recreation, to conduct activities related to youth athletic leagues, including athletic practices and games, meetings, clinics, and demonstrations, on a regularly scheduled basis at County owned or operated parks (e.g. baseball, football, soccer, softball).

**Section 3. Effective Date.** This Ordinance shall take effect immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this Ordinance has been filed with said office.

PASSED AND DULY ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA, this 8th day of November, 2000.

BOARD OF COUNTY COMMISSIONERS OF  
SARASOTA COUNTY, FLORIDA

By: Raymond Pilon  
Chair

ATTEST:

KAREN B. RUSHING, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners of Sarasota County,  
Florida

By: \_\_\_\_\_  
Deputy Clerk



## **City-Owned Outdoor Recreational Facilities Model Tobacco-Free Policy**

### **Section 1: Rationale**

**WHEREAS**, the City believes that tobacco use in the proximity of children and adults engaging in or watching outdoor recreational activities at City-owned or operated facilities is detrimental to their health and can be offensive to those using such facilities; and

**WHEREAS**, the City has a unique opportunity to create and sustain an environment that supports a non-tobacco norm through a tobacco-free policy, rule enforcement, and adult-peer role modeling on City-owned outdoor recreational facilities; and

**WHEREAS**, the City believes parents, leaders, and officials involved in recreation are role models for youth and can have a positive effect on the lifestyle choices they make; and

**WHEREAS**, the tobacco industry advertises at and sponsors recreational events to foster a connection between tobacco use and recreation; and

**WHEREAS**, cigarettes, once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses, diminish the beauty of the City's recreational facilities, and pose a risk to toddlers due to ingestion; and

**WHEREAS**, the City Park & Recreation Board determines that the prohibition of tobacco use at the City's recreational facilities serves to protect the health, safety and welfare of the citizens of our City.

**THEREFORE**, be it resolved that tobacco use is prohibited in outdoor recreational facilities. No person shall use any form of tobacco at or on any City-owned or operated outdoor recreational facilities, including the restrooms, spectator and concession areas. These facilities include [Insert specific facilities here, e.g. playgrounds, athletic fields, beaches, aquatic areas, parks, and walking/hiking trails].

### **Section 2: Enforcement**

1. Appropriate signs shall be posted in the above specified areas.
2. The community, especially facility users and staff, will be notified about this policy.
3. Staff will make periodic observations of recreational facilities to monitor for compliance.
4. Any person found violating this policy may be subject to immediate ejection from the recreation facility for the remainder of the event.

### **Section 3: Effective Date**

This policy statement is effective immediately upon the date of adoption, which is \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Appropriate City Official

\_\_\_\_\_  
Date

# City of Moore Haven Tobacco-Free Parks Policy

## Section 1: Rationale

**WHEREAS**, the City of Moore Haven believes that tobacco use in the proximity of children and adults engaging in or watching outdoor recreational activities at City-owned or operated facilities is detrimental to their health and can be offensive to those using such facilities; and

**WHEREAS**, the City of Moore Haven has a unique opportunity to create and sustain an environment that supports a non-tobacco norm through a tobacco-free policy, rule enforcement, and adult-peer role modeling on City-owned outdoor recreational facilities; and

**WHEREAS**, the City of Moore Haven believes parents, leaders, and officials involved in recreation are role models for youth and can have a positive effect on the lifestyle choices they make; and

**WHEREAS**, the tobacco industry advertises at and sponsors recreational events to foster a connection between tobacco use and recreation; and

**WHEREAS**, cigarettes, once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses, diminish the beauty of the City's recreational facilities, and pose a risk to toddlers due to ingestion; and

**WHEREAS**, the City Council determines that the prohibition of tobacco use at the City's recreational facilities serves to protect the health, safety and welfare of the citizens of our City.

**THEREFORE**, be it resolved that tobacco use is prohibited in outdoor recreational facilities. No person shall use any form of tobacco at or on any City-owned or operated outdoor recreational facilities, including the restrooms, spectator and concession areas. These facilities include the Tom Perry Memorial Park, Water Park, and Loan Cypress Park. (Ball fields are already Tobacco-Free through an inter-local agreement with Moore Haven Schools and the City of Moore Haven.)

## Section 2: Enforcement

1. Appropriate signs shall be posted in the above specified areas.
2. The community, especially facility users and staff, will be notified about this policy.
3. Staff will make periodic observations of recreational facilities to monitor for compliance.
4. Any person found violating this policy may be subject to immediate ejection from the recreation facility for the remainder of the event.

## Section 3: Effective Date

This policy statement is effective immediately upon the date of adoption.

\_\_\_\_\_  
Appropriate City Official

\_\_\_\_\_  
Date



**Sec. 46-61. - Penalty.**

(a)

Any person who violates any provision of this article, with the exception of section 46-68, shall, upon conviction thereof, be punished as provided in section 1-14.

(b)

Any person who violates section 46-68 is subject to a civil fine in the amount of \$97.00, plus any additional costs imposed by state or local law, including court costs that may be imposed as provided by law.

(Code 1982, § 13-38; Ord. No. 2010-20, § 1, 11-9-10)

**Sec. 46-62. - General rules and regulations for all parks, beaches and recreational areas.**

(a)

The following rules and regulations pertain to all city-owned, leased or operated parks, beaches and recreational areas:

(1)

No automobile, truck, recreational vehicle, camper, trailer, motorcycle, motor scooter, motor bicycle, bicycle, golf cart or other mode of conveyance shall be driven or parked except in those areas specifically designed or otherwise designated by signs to be used for such driving or parking; provided, however that the city manager may issue written permits granting special driving and/or parking privileges, upon application therefore, to persons suffering acute physical disabilities, which permits shall specifically recite on the face thereof the exact extent of the special privileges and the area or areas involved. Vehicles performing services or deliveries and agents or employees of governmental bodies operating vehicles or equipment on official business shall be exempt from this subsection. No person shall park a vehicle in any area in excess of 18 consecutive hours. Any vehicle parked over 18 hours may be removed, unless authorized by the city manager, from the parking area to the nearest garage, to a garage designated or maintained by the city or its police department or to another place of safety, all in accordance with section 70-6 of this Code.

(2)

No person permitted to operate an automobile, truck, recreational vehicle, camper, trailer, motorcycle, motor scooter, motor bicycle, bicycle, golf cart or other mode of conveyance shall operate it at a rate of speed in excess of 15 miles per hour.

(3)

No overnight camping of any type or sleeping shall be allowed except in those areas that are specifically designed or otherwise designated by signs for such use.

(4)

No person shall dispose of any paper, waste, garbage, trash, cigarette butts, debris, or other litter of any kind except in proper receptacles. Only such paper, waste, garbage, trash, debris or other litter as may have been created or accumulated in the use of a park, beach or recreational area shall be disposed of in such receptacles.

(5)

No person shall solicit or canvass for the sale or rental of merchandise, services, goods or property of any kind or character. This prohibition shall not apply to a tenant, concessionaire, permittee or licensee of the city lawfully operating within the terms of any lease, concession agreement, license or permit granted by the city.

(6)

No person shall hold, drink from, carry into, otherwise possess, or dispose of glass containers of any kind.

(7)

No person shall perform any activity, which, at the time of performance, is not compatible with the public's utilization of the area. No person shall ride, use or operate bicycles, roller skates, roller blades, skate boards and/or similar devices in or on gazebos, fountains, structures, shelters, benches, tables, chairs, paver areas or improved surfaces, monuments, signs, newspaper racks or other amenities.

(8)

Fires are prohibited, except in such grills, fireplaces, barbecue pits or such other receptacles as may be specifically designed for such use. No cooking surface shall be larger than 400 square inches in size. Exemptions may be authorized by the city manager.

(9)

Dogs, cats, and other animals are not allowed in the following: Brohard Park, Chauncy Howard Park, Chuck Reiter Park, East Gate Park, Hecksher Park, Higel Marine Park, Humphris Park, Marina and Boat Ramp, Mundy Park, Patriots Park, Service Club Park, Venice Municipal Beach Park and Wellfield Park. Any dog, cat or other animal (except for dogs trained to assist or aid disabled or handicapped persons) found in violation of this section may be impounded and held in accordance with the provisions of county Ordinance No. 95-42.

(10)

The use of tobacco products is prohibited in all areas, within a defined perimeter, in areas used for organized youth athletic activities. The defined perimeter is the area that encompasses all athletic fields, spectator stands, concession areas, restroom areas, walking or congregating areas, and all intervening spaces. This area is often times, but not exclusively, outlined by perimeter fencing with gates at points of entry. A youth athletic organization or league is defined as an organization which contracts with the county division of parks and recreation, to conduct activities related

to youth athletic leagues, including athletic practices and games, meetings, clinics, and demonstrations, on a regularly scheduled basis (e.g., baseball, football, soccer, softball).

(11)

No person shall sell, possess or consume any alcoholic beverages without the written authorization of the city manager.

(12)

No person shall destroy, injure, deface, mar, move, dig, harmfully disturb or remove from any area, or the waters thereof, any buildings, structures, facilities, historic resources, equipment, park property, soil, sand, gravel, rocks, stones, fossils, minerals, plants, trees and shrubs (including terrestrial, aquatic, marine, or epiphytic plants) or animals, artifacts, or other materials.

(13)

No person shall cut, carve, injure, mutilate, move, displace, or break off any natural water bottom formation or growth.

(14)

No person shall introduce any plant or animal species by willful abandonment, negligence, or for any other reason without permission from the city.

(b)

*Exemptions.* The following activities are exempt from the prohibitions contained herein:

(1)

Sculpting of sand (such as sand castles) on public beaches, or the collection of shells, sharks' teeth, and other natural materials that wash up on public beaches except as otherwise prohibited by federal, state, or local laws.

(2)

Collection of natural objects, including plant and animal life and minerals, for scientific and educational purposes so long as such collection is conducted in compliance with terms or written permission granted from the city manager.

(3)

The permitted trapping or removal of animals by a party authorized by the city.

(4)

Maintenance, repair or improvements by a party authorized by the city.

(5)

Fishing.

(Code 1982, § 13-35(a); Ord. No. 2001-12, § 2, 1-9-01; Ord. No. 2006-05, § 2, 4-11-06)

## **Sec. 46-68. - Cigarettes, cigars and tobacco products prohibited; enforcement, remedies and penalties.**

(a)

The use of cigarettes, cigars or any tobacco product is prohibited at any public beach or public beach park within the city limits, excluding leasehold properties and designated smoking areas as identified in section 46-69. For purposes of this section, "beach" means that sandy or rocky area seaward of the erosion control line or mean high-water line and all area seaward of a gulf front property owner's property line or mean high-water line. "Public beach" means any beach within the corporate limits of the city located on property owned by the city. "Public beach park" means any parkland contiguous to a public beach or separated by a roadway from a public beach, including parking areas, piers, docks, jetties, boat ramps, or similar structures associated with the public beach park.

(b)

City police officers and any other law enforcement officer authorized to enforce city ordinances shall have the duty and authority to enforce this section by the issuance of a citation to the alleged violator in substantially the following form:

CIVIL VIOLATION

CITY OF VENICE, FLORIDA

TO NAME: .....

ADDRESS: .....

.....

DATE/TIME OF CITATION/ISSUANCE

(Month) .....(Day) .....

(Year) ..... (Time) .....

LOCATION: .....

CODE NO. OR SECTION VIOLATED:

.....

PENALTY/FINE AMOUNT: .....

DESCRIPTION OF VIOLATION: .....

.....

POLICE OFFICER: .....

The fine imposed by this citation may be paid in person at, or mailed to, the City of Venice, City Hall, 401 West Venice Avenue, Venice, Florida 34285, within 30 days from the date of the citation. Payment must be made by cash, money order or certified check. Your failure to either pay the fine or to contest the citation within 30 days from the date of the citation shall



constitute an admission by you of the violation and shall entitle the city to the entry of a judgment against you in the amount of the fine, attorney fees, court costs and any other fees and charges allowed by law.

(c)

Notwithstanding any other provisions of this section for enforcement or penalties, the city may also enforce this article by actions at law or in equity for damages and injunctive relief, and, in the event the city prevails in any such action, the city shall be entitled to an award of its costs and reasonable attorneys' fees.

(Ord. No. 2010-20, § 2, 11-9-10)

**Sec. 46-69. - Designated smoking area for parks.**

The designated smoking area for Chauncy Howard Park shall be between the park entrance and the no smoking sign. The designated smoking areas for the following shall be the parking lots as depicted on the maps attached to Ordinance No. 2010-20 as Exhibit "A", and incorporated herein as if fully set out and kept on file with the city.

(1)

Venice Public Beach Park.

(2)

Brohard Public Beach Park.

(3)

Service Club Park.

(4)

Maxine Barritt Park.

(5)

Paw Park.

(6)

South Brohard Park.

(Ord. No. 2010-20, § 3, 11-9-10)



# city commission **public hearing**

item type	Public Hearing	meeting date	February 14, 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	Environmental Review Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	8-0 final vote

## subject

Resolution adopting Leadership in Energy and Environmental Design (LEED) and Florida Green Building Coalition Standards (FGBC).

## **motion | recommendation**

Approve Resolution

## summary

As a part of the City's Certified Green Local Government initiative through the Florida Green Building Coalition, adoption of this resolution demonstrating the City's desire to protect ones environment will provide the necessary points for the City to achieve the Gold Level of certification. The City has been working towards this goal for over a year as outlined in the City's Strategic Plan of 2009. This resolution follows along the existing state statute requiring municipal buildings to be constructed in an environmentally friendly way, preserving our natural resources. This resolution provides maximum flexibility for the City in determining what is feasible for each project.

## board comments

Environmental Review Board unanimously approved.

**RESOLUTION NO. 2077-11**

**RESOLUTION ADOPTING LEADERSHIP IN ENERGY  
AND ENVIRONMENTAL DESIGN (LEED) AND FLORIDA  
GREEN BUILDING COALITION (FGBC) STANDARDS**

WHEREAS, the City Commission of Winter Park recognizes the Florida Statue 255.2575 Energy-Efficient and Sustainable Buildings, and

WHEREAS, the City of Winter Park strives for the Gold level of the FGBC Green Local Government designation; and

WHEREAS, the City of Winter Park recognizes it has a fiscal and social responsibility to conserve natural resources and understands the direct connection between environmental protection, economic development and local/regional quality of life; and

WHEREAS, the City Commission intends for the City of Winter Park to take a leadership role in increasing energy efficiency and reducing “greenhouse gas” emissions from municipal operations and within the community of Winter Park; and

WHEREAS, studies have shown that dwellings and buildings account for 40% of global “greenhouse gas” emissions; and

WHEREAS, by 2035 it is projected that three quarters of the built environment in the United States will be either new or renovated, thus creating an immediate opportunity to implement sustainable building practices via high performance buildings; and

Whereas, the City of Winter Park Commission determines that LEED design by the City in the construction and remodeling of City buildings will result in significant energy cost savings over the life of buildings; and

WHEREAS, the City of Winter Park recognizes that, in order to maximize economic benefit, LEED Certification is a nationally recognized standard for facility design containing multiple levels of certification;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK THAT:

Section 1. The Winter Park City Commission hereby declares that all new, significantly renovated, occupied (as defined by the city’s Building Code), City-owned buildings will be designed and built to incorporate measures that would allow them to be FGBC certified or certified at a minimum of LEED ‘Silver Certification’ level, or any comparable performance criterion.

Section 2. The Winter Park City Commission hereby further declares that the City of Winter Park will strive for the highest levels of FGBC Certification or LEED Certification (currently ‘Gold’ and ‘Platinum’) for all new or significantly renovated, occupied (as defined by the city’s Building Code), City-owned buildings whenever project resources and conditions permit, provided an energy savings payback period of not greater than (ten) years for projects designed to the LEED Gold or Platinum standard. If the payback period for recovering incremental construction cost is greater than ten (10) years, City staff shall design and build such a facility to be certified as FGBC or LEED ‘Silver’, or any comparable performance criterion.

Section 3. The Winter Park City Commission hereby further declares that City staff will be responsible for tracking both the energy and water usage for City-owned buildings. The LEED Minimum Program Requirements will guide city staff in determining which city owned commercial and institutional buildings will be applicable to LEED. These requirements include, but are not limited to, minimum floor area requirements of 1,000 square feet (93 square meters) of gross floor area and must also be occupied by one or more full-time city employee.

Section 4. The Winter Park Commission recognizes USGBC LEED and FGBC as official green standards for homes, commercial buildings, neighborhoods and developments, and encourages participation in those programs.

Section 5. The City Manager shall provide an annual progress report to the City Commission.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park held in City Hall on this 14<sup>th</sup> day of February, 2011.

---

Kenneth W. Bradley, Mayor

ATTEST:

---

City Clerk Cynthia S. Bonham

**Dillaha****New Business Item 2 BACKUP:**

Below is the City's Comprehensive Plan policy regarding the sale or change in use of parkland: *A supermajority is needed to sell parkland without replacing the park land and a simple majority is currently required if there is a plan to replace the lost park acreage.*

**Current Policy Regarding Park Land Change of Use:**

**Policy 6-1.5.1: Park Land Change of Use:** An extraordinary vote of the City Commission is required to convert publicly owned park land to other uses. However, if the park land change of use is incorporated into a redevelopment plan or neighborhood plan that identifies equivalent new parks or park site relocation, the change of use can be approved by majority vote of the City Commission subject to:

1. Approval of the redevelopment plan or neighborhood plan by the City Commission at an advertised public hearing;
2. The neighborhood plan or redevelopment plan identifies a site or sites for new park land (equal or greater in area) to replace that, which will be lost;
3. Funding has been identified and programmed for the acquisition of new property, or land will be obtained through a development agreement with property owner/development applicant sponsoring a redevelopment plan.

**Comprehensive Plan Policies illustrate the importance and value of parks in Winter Park:**

[http://www.cityofwinterpark.org/Docs/Departments/comp\\_plans/CompPlan\\_ParksGOP.pdf](http://www.cityofwinterpark.org/Docs/Departments/comp_plans/CompPlan_ParksGOP.pdf)

**GOAL 6-1: PROVIDE ADEQUATE RECREATION AND OPEN SPACE:** TO PRESERVE, MAINTAIN AND ENHANCE A QUALITY SYSTEM OF PARKS, OPEN SPACE AND RECREATIONAL FACILITIES WHICH SATISFY THE NEEDS OF THE CURRENT AND FUTURE RESIDENTS OF WINTER PARK.

**Policy 6-1.1.1: Provide Minimum LOS of Ten Acres of Parkland per 1,000 Residents.** The City shall provide a minimum of ten acres of publicly owned parkland and conservation lands for each 1,000 residents. For the purpose of calculating this guaranteed level of service, 'open space' shall be defined as publicly owned passive or active recreational land and land left in its natural state for conservation purposes. Specifically excluded are lakes, garden plazas in high density/mixed use developments, and roadway landscaped areas except for, Kings Way and Reading Way.

**Policy 6-1.1.2: Commitment to Public Park Land:** The City shall meet and maintain the



parkland acreage level of service standards set in this plan.

**Policy 6-1.1.5: Park and Recreation Trust Fund:** The City shall maintain a park and recreation trust fund to facilitate contributions and to provide for an accounting of funds obtained for those purposes. Ten (10%) of remaining end of year general fund balance shall be allocated to the park and recreation trust fund for park acquisition.

**Policy 6-1.1.7: Neighborhood Park.** The City shall strive to provide park space within each designated service area in the City of Winter Park.

**Policy 6-1.1.8: Policy 6-1.1.7: Potential Joint Community Park with City of Maitland.** The City will continue to coordinate with the City of Maitland regarding the potential for joint participation in the development of a community park at the Winter Park Howell Branch Park that abuts open space in Maitland that could be accessed by citizens from both communities.

**OBJECTIVE 6-1.3: INTEGRATION OF NEIGHBORHOOD DESIGN WITH PARKS AND OPEN SPACE.** Neighborhoods shall be planned and designed with parks and open space that provide available recreation opportunities for nearby residents.

**Policy 6-1.3.1: Park Accessibility to Neighborhoods.** Neighborhoods shall be planned with parklands and open spaces intermixed with residential development and accessible within walking distance to residents. Parkland within neighborhoods shall be designed to foster opportunities for social interaction and shall serve as a focal point for the surrounding residential areas.

**Policy 6-1.3.2: Equitable Distribution of Park Land.** The City shall emphasize future park acquisitions that equitably distribute parkland through out the City. All expenditures for parks and recreation land acquisition purposes shall be prioritized in accordance with the Parks and Recreation priority list for Community Parks (with a goal of two acres of Community Parks per 1,000 residents of the total LOS of ten acres) and Neighborhood Parks (with a goal of two acres of Neighborhood Parks per 1,000 residents of the total LOS of ten acres), as such list may be amended by the Parks and Recreation Board from time to time.

**Policy 6-1.5.2: Protect Park Acreage Level of Service.** The City shall not enter into contractual use agreements with the School Board, Y.M.C.A. or other non-profit or governmental entities that would provide for land, not owned by the City, to be counted toward meeting the City park acreage level of service standard.

**Policy 6-1.5.3: Maintenance of Existing Recreation Land and Facilities.** The City shall maintain existing parklands through the use of proper management and funding techniques. The City shall assure that parklands are well managed and well maintained, designed to promote public safety and to discourage crime, and are accessible and convenient for park patrons.