



# city commission agenda

Regular Meeting

3:30 p.m.  
February 28, 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 Building Director George Wiggins Pledge of Allegiance	
3	Approval of Agenda	Projected Time
4	City Board Reports & Updates	Projected Time
5	Mayor's Report	Projected Time
	a. Presentation of checks from the Winter Park Chamber of Commerce to area schools from proceeds from the December 2010 pancake breakfast fundraiser	10 minutes
	b. Presentation of Spring 2011 Webisode produced in partnership with Full Sail University's SPARK program	
	c. Rollins' 125 <sup>th</sup> Anniversary Tribute to the City of Winter Park	
	d. <a href="#">Hannibal Square Community Land Trust, Inc. Board of Directors appointment-Mr. Frank Baker, Jr. to replace Barbara DeVane</a>	

6	<b>City Manager's Report</b>	<b>Projected Time</b>
		5 minutes
7	<b>City Attorney's Report</b>	<b>Projected Time</b>
8	<b>Non-Action Items</b>	<b>Projected Time</b>
9	<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>
10	<b>Consent Agenda</b>	<b>Projected Time</b>
	<ul style="list-style-type: none"> <li>a. Approve the minutes of 1/24/11 regarding the Howell Branch retention pond and the state office building discussion as well as the meeting of 2/14/11.</li> <li>b. Award RFP-6-2011 for Financial Advisory Services to The PFM Group.</li> <li>c. Approve the following purchase:               <ul style="list-style-type: none"> <li>1. PR 146196 to Alan Jay Chevrolet, piggybacking the Florida Sheriff's Association contract# 10-18-0907 for purchase of 2011 Chevy 2500HD Truck; \$25,241.00 (FY11 Vehicle/Equipment Replacement Fund)</li> </ul> </li> <li>d. Amendment to solid waste contract to allow for City billing of shared containers.</li> <li>e. Ratify Fire Union contract.</li> <li>f. Approve the Ethics Board work plan.</li> <li>g. Approval to acquire updated cost estimates for the demolition and restoration of the State Office Building site.</li> </ul>	30 minutes
11	<b>Action Items Requiring Discussion</b>	<b>Projected Time</b>
	<ul style="list-style-type: none"> <li>a. Appointment of the Canvassing Board for the March 8 election</li> <li>b. Approval of the Transportation Plan</li> <li>c. 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</li> <li>d. Recycling pilot test project</li> </ul>	5 minutes 20 minutes 20 minutes 15 minutes



12 Public Hearings	Projected Time
a. Equalization Board Hearings: <ul style="list-style-type: none"> <li>- <u>Resolution</u>-Declaring undergrounding of electric/CATV facilities to be paid in part by special assessments levied against properties abutting North Phelps Avenue and Bryan Avenue</li> <li>- <u>Resolution</u>-Confirming undergrounding of electric/CATV facilities to be paid in part by special assessments levied against properties abutting North Phelps Avenue and Bryan Avenue</li> </ul>	10 minutes
13 City Commission Reports	Projected Time
a. Commissioner Anderson b. Commissioner Dillaha c. Commissioner Cooper <ol style="list-style-type: none"> <li>1. Freeze on all expenditures not designated in the 2011 budget and set forth in the Capital Improvement Plan</li> <li>2. Report on Mayor Jacobs' Job Summit</li> <li>3. Request Economic Development Plan of Action to Retain RLF</li> <li>4. Request Economic Development/Business Development Plan of Work</li> <li>5. Economic Development Activity Report/Metric for Performance Measurement Monthly</li> </ol> d. Commissioner McMacken e. Mayor Bradley	10 minutes each

## appeals & assistance

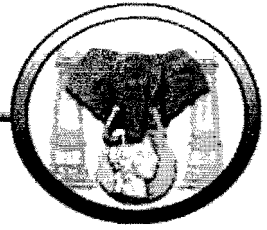
"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes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

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

5. d.

MAYOR'S REPORT

## Hannibal Square Community Land Trust Inc.



February 7, 2011

Mayor Ken Bradley  
City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789

Cc: Randy Knight, City Manager  
HSCLT Board of Directors  
Denise Weathers, Executive Director

Re: HSCLT Public Representative appointment

Dear Mayor Bradley:

The Hannibal Square Community Land Trust, Inc. (HSCLT) Board of Directors will exercise its right to replace Barbara DeVane's vacancy due to her resignation with Frank Baker Jr. since her term has not yet expired. Please refer to HSCLT By-Laws Section 4.5 a-c attached.

Barbara DeVane's term **would expire in 2012 and at that time he may/may not be recommended as a Public Representative.** We feel Frank is a good candidate for this position and will be an active participant in the mission of HSCLT

We would like your support for this appointment and I have attached Mr. Baker's letter of interest and resume for your review. Mr. Baker has experience in finance, marketing, management and strategic planning of which all his skills will enhance the HSCLT organizational capacity. As a Winter Park resident of many years and his current civic involvement with the Parks and Recreation board, we feel that he will be a great asset to the HSCLT in providing affordable housing in the City of Winter Park and Central Florida Area.

### Public Representative Recommendation:

#### **The HSCLT board of Directors recommending for appointment:**

- 1. Frank Baker, Jr. – Replace Barbara DeVane – 2 year term**

Thanks in advance for your sincere consideration of our recommendation and all your support of this organization and the community. Please share with me any concerns that you may have.

Sincerely,

*Mary R. Daniels*

Mary R. Daniels  
Board President

## Frank Baker

311 N Pennsylvania Ave, Suite 1  
Winter Park, FL 32789  
frankbakerjr@aol.com  
Phone: 407-645-2181  
Alt: 407-733-7987  
Fax: 407-645-2161

### OBJECTIVE:

Upon hearing about an opportunity to work with the Hannibal Square Community Land Trust, Inc. I became very excited. Some of the most astute people in this city that fight for a decent way of life for all of our citizens are a part of this organization. I'm very impressed by the people that make up this great concept. I want to be a servant in my community in order to give back to it, not just to take from it. I'm seeking a place on the Hannibal Square Community Land Trust Board because it reaches out to what our community needs most. Good, affordable, housing for middle class, working people. I can't think of a better organization to be a part of.

I will bring a working knowledge of this community along with a background of service and participation in other boards such as the City's Parks and Recreation Commission along with a continuing relationship with Winter Park High School on its Hall of Fame Committee. I will bring a background of working with children and families at my church and would love to bring that experience to this board. I do care about the West Side of Winter Park and am willing to roll up my sleeves and help, not just sit back and complain.

### MAJOR ACCOMPLISHMENTS:

Some 12 years ago I started a small company called JBM Properties trying to add some extra income each month. Since then we've been able help build the operation to a debt free company now with additional units. We've even expanded to other markets. We started in Winter Park, we now have units in Sanford, Apopka, and North Carolina and soon to add more. My most impressive achievement was spearheading a plan to become debt free and accomplish it within two years.

### EXPERIENCE:

January 1997  
to  
Present

**JBM Properties**  
Manager/Director

Winter Park, FL

After taking over the operation I've had vast experience in collections, maintenance, real estate acquisition, and problem solving for others in need.

### EDUCATION:

2010

**Belhaven University**  
Business Science Management Business Management GPA: 3.32

Orlando, FL

Along with completing the degree I've also continued to learn on the job. I've recently started incorporating the company. We've also done several seminars on asset protection. We're constantly looking for more effective and efficient ways to operate.

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nominated in more than one category and is then elected in one category, his or her name shall be removed from the list of nominees in the remaining categories.

- b. Each Voting Member may vote for one nominee for each vacant position in each of the three categories of Board representatives.
- c. Positions shall be filled by those candidates receiving the largest numbers of votes, through such numbers may constitute less than a majority of the total votes cast.

~~\*~~Section 4.5. Vacancies.

- a. Election to Fill Vacancies. If any Director vacates his or her term or is removed from the Board, the remaining Directors (though they may constitute less than a quorum) may elect a person to fill the vacancy, or may, by unanimous agreement, decide to leave the position vacant until the next Annual Meeting of the Membership, provided the Board still includes at least two Representatives in each category. Elections to fill vacancies shall be by a majority of the remaining Directors.
- b. Qualifications of Replacements. Any person elected to fill a vacancy on the Board of Directors must be one who can reasonably be expected to represent the interests of the constituents in the category (Lessee, General, or Public) in which the vacancy occurs.
- X c. Term of Replacements. Replacement Directors elected by the Board shall serve until the next Annual Meeting of the Membership, at which time the position shall be filled by a person elected, according to the procedures described in Sections 4.3 and 4.4 of this Article, to serve out the remaining term of the person who has vacated the position, or in the event such term has expired, to serve a full term.

~~\*~~Section 4.6. Terms of Directors.

- a. Initial Terms of the Board of Directors. The term of each Director elected at the first Annual Meeting shall be assigned, by mutual agreement or by lot. Within each of the three categories of Representatives, one Director shall be assigned a one-year term, one Director assigned a two-year term, and one Director assigned a three-year term. Notwithstanding the foregoing, the Public Representative Director assigned the three-year term shall be the Director appointed by the City Commission in accordance with Section 11.4.
- b. Terms of Successor Directors. Except as otherwise provided in these Bylaws, each Director shall thereafter serve a full term of three years.
- c. Commencement of Terms. The term of office of a regularly elected Director shall commence at the adjournment of the annual Membership Meeting in which he or she is elected. The term of office of a Director elected by the



# city commission city manager's report

item type Non-Action Item

meeting date February 28, 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	<b>Police:</b> The Special Magistrate's recommendations were received. The next step will be for the City's bargaining team and the Union to decide which recommendations they will accept and which will be rejected.  <b>Fire:</b> The Fire Union has approved the three year agreed upon contract. The contract will be before the Commission for ratification on February 28 <sup>th</sup> .	Open
Pension Study	Both Pension Boards and the City Commission authorized the Actuaries to work together to implement the 12 year smoothing concept identified by Actuarial Concepts.	Open
Lee Road Median Update	Plans have been submitted to FDOT for approval.	Open
Pro Shop Renovation	Since the last meeting, one week ago, we are requesting quotes for the construction coordinator in order to get a contract in place. We have also scheduled the item to be heard at the March Historic Preservation Board meeting.	Open
Historic District	The City received a favorable review by the State of Florida on January 20 <sup>th</sup> . The report has been forwarded to the Federal Government for final approval.	Open



Community Center	Construction is underway. The Program Manager is on board and the programming study with Green Play is underway.	Open
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>City staff participated in a public meeting on February 7th initiated and hosted by the Coalition of Property Rights. The meeting answered several rumors circulation and addressed a number of questions regarding certain aspects of the design.</p> <p>90% plans are being submitted to FDOT on February 21st, with completed design anticipated in Late March.</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	Adopted February 14, 2001.	Resolved
ReLeaf	The ReLeaf Plan is again underway in the southeast quadrant of the City. The contractor met the February 18th deadline for the replacement of the previously planted trees that did not meet specifications, were suffering from planting shock or were declared dead. The planting dates of all replacement trees have been recorded and documented in order to track the 1 year warranty and watering of each tree. Plans are currently to complete the tree planting in the southeast and northeast quadrants and have a ceremony for the planting of the last tree of this first ReLeaf Planting Cycle.	Open

Hazardous Waste	Contract was not received in time for February 28 <sup>th</sup> agenda. Should be ready for March 14 <sup>th</sup> meeting.	Open
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Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.

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. 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.

Commissioner Cooper said when they talk about the additional parkland, it is her understanding that they do not include water bodies in the parks level of service calculation and asked for clarification. Mr. Holland said that it depends on the quantity and the location of the park. If it is a small water body such as they have in Lake Island or in Mead Gardens surrounded by a large park area, they are included. If it is like Lake Knowles where there is a large water body surrounded by a little bit of shore line it is not included. Commissioner Cooper asked if this particular piece of property would be included. Mr. Holland said this pond at this point being a retention pond does not have a recreational value other than some visual relief, so it would not. Mayor Bradley asked who determines that. He said it is a judgment call on each individual piece of park property, meaning they would determine that.

**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.**

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 Anderson stated that from a policy perspective or an emotional perspective he thinks this is a great idea. He said it is okay if they do not do something with this land for the next six years. At some price it is not worth doing anything with it and at this valuation it is not worth selling.

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. Commissioner Dillaha said they have talked about wanting to lease this land and keep the property for 50 years and that is the key point. They wanted keep this 5 acres so that future generations of Winter Park residents would be able to put it to use for whatever their needs are at that time. She said this land is part of the gateway to the City and she thinks it can be an eclectic



beautiful segway, something different than what we typically see in new construction and that it would add so much to that area of the City. She said that she is supportive of this and believes the City has a responsibility to put their assets to work. She also mentioned some of the benefits such as economic development, a Green building structure housing a large firm with corporate headquarters in the City and the possibility for more development along Denning Drive. She said they would also start generating revenue right away with upfront money. She thinks this is an exciting opportunity for the City and is supportive of it.

Commissioner Cooper stated we need to look at what our neighbors are willing to pay to bring a corporate headquarters of knowledge based jobs to their cities. Orlando would pay \$5,000 a job or \$600,000. We need to keep these jobs in Winter Park. She said this is a deal that economically the City should be incentivizing through this particular property. She said most importantly she wants to hold this property for future generations. She does not believe the City is in a situation where they must sell it and she strongly believes that if the Commission does not move to lease this property at some term that they can be comfortable with the property will no longer be an asset of Winter Park. She discussed the value of the development rights the City is holding back. She stated that this legislative body has the control over what amount of development is allowed on this property. At any point in time they need to increase the City's ability to develop this property or to incentivize the developer to redevelop this property, they have a planned development zone that allows three times the density on the property. She believed the City has control of their destiny. She said this is using an underutilized asset to generate an immediate revenue stream for reinvestment in the City's CRA and general fund. She did not believe that waiting ten years to make this decision is going to make this deal significantly better and for that reason she is supporting this.

Commissioner McMacken said this is an extremely important issue for the City. He stated that the most important asset they have in the City is our property and he thinks because it is public property they have a responsibility to hold the property to a higher standard. He indicated that 50 years is an incredibly long time to tie up the property and he feels that this is not the best investment that they can do for this piece of property at the moment since they are at the bottom of the market and that is not when they cut these deals. He indicated that they do not have to sell this property or lease it and he is willing to wait for the value to come up and would not support the motion before them.

Mayor Bradley said they have gone a great journey in trying to save this building but he is not sure they can save it at a tremendous cost to our citizens. 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.

**REGULAR MEETING OF THE CITY COMMISSION**  
**February 14, 2011**

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 4:15 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

Mayor Bradley provided his condolences to Mrs. Brian Head and family for the passing of Code Enforcement Board Vice Chairman Brian Head and offered a moment of silence to honor him. The invocation was provided by Public Works Director Troy Attaway, followed by the Pledge of Allegiance.

Members present:

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

Also present:

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

**Approval of the agenda**

Mayor Bradley requested a 6:30-7:30 p.m. shade meeting this evening to discuss labor issues. Commissioner Cooper requested to remove item 11e. **Motion made by Mayor Bradley to approve the agenda with these changes; seconded by Commissioner McMacken and approved by acclamation of the City Commission.**

**Mayor's Report**

- a. Mayor Bradley wished everyone a Happy Valentine's Day.

**City Manager's Report**

Parks and Recreation Director John Holland provided an update on the Strategic Recreation Programming Plan for the community center. Mr. Holland indicated that they have hired and contracted Green Play, LLC with the backing and funding of the Winter Park Health Foundation. He noted that the consultant will be coming in tomorrow to meet with staff and that there will be four focus groups on Wednesday, three focus groups on Thursday and a public meeting on Thursday evening. He said it will be a 6 month process and there will be numerous meetings which will involve various stakeholder groups who perform programming duties in the City; 70 requests have been sent out including the YMCA and the local Ministerial Alliance to participate. He said they will be reporting to the Commission on a regular basis over the next several months and anticipate completion prior to the opening of the center. Mayor Bradley asked if they will be accepting suggestions, questions and emails from the Commission if they cannot attend those meetings. Mr. Holland said they will gladly accept the information.

Commissioner McMacken asked City Manager Knight about the construction validation of \$32,000,000 and if it is the result of one particular item or if this is across the board. Mr. Knight said this is the valuation that was turned in for the first quarter and it is across the board. He also noted that it does not include the Winter Park Towers project or the hotel.

Mayor Bradley indicated that per the Commission's direction both he and City Manager Knight met with Maitland's Mayor and City Manager last week to discuss an interlocal agreement on the Home Acres/Ravaudage property. He said that there is a mutual interest with similar goals to formulate an interlocal agreement that would be mutually beneficial to both parties and they are hoping to bring something back to the City Commission within the next month.

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

City Attorney Brown mentioned that it is not unusual for Economic Development opportunities to be kept confidential until a time where it is agreed that the information will be publicly available.

### **Non-Action Items**

No items.

### **Consent Agenda**

- a. Approve the minutes of 1/24/11. – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
- b. Authorize incentives to existing and new utility billing customers for utilizing green billing and collection practices. – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
- c. Approve the electronic scanning fee of \$1.00 per page for large building plans of building permit applicants for electronic file storage.
- d. Approve award of RFP-3-2011 for Contract Management Software to Florida Business Technologies dba Informa Software; \$29,200.
- e. Approve the following purchases and contracts:
  1. PR 146122 to Sternberg Lanterns for the owner direct purchase of decorative lights and bollards for the Community Center (36,064.52)
  2. PR 146128 to Performance Sports Systems for the owner direct purchase of athletic equipment for the Community Center (\$27,844.34)
  3. PR 146129 to Modernfold for the owner direct purchase of acousti seal products for the Community Center (\$39,370.35)
  4. PR 146145 to Hammerhead Trenchless Equipment for the purchase of a demo HB100 Hydroburst Pipe Bursting Machine (\$182,176.44) – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
  5. PR 146158 to Harwood Bricks for the purchase of bricks for the Community Center (\$43,410)
  6. PR 146163 to Turner Construction Company for the purchase and installation of audio visual/technological equipment for Community Center (\$239,855)
  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
  8. Design/Build Utility Agreement with State of Florida Department of Transportation and authorize the Mayor to execute the agreement
  9. Task Authorization CDM-2011-01 with Camp Dresser & McKee, Inc. (CDM) for Comprehensive Water, Wastewater and Reclaimed Water Rate Study and authorize the Mayor to execute the Task Order.

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)

**Motion made by Commissioner Anderson to approve Consent Agenda items 'c', 'd', 'e'-1-3 and 'e'-5-13; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.**

Consent Agenda Item 'a' - Approve the minutes of 1/24/11.

Commissioner Cooper asked that additional conversation be included in the minutes on page 8 regarding the retention pond on Howell Branch. She said that Mr. Holland clarified that the retention pond did not meet their standard for recreation-based parkland that are included in the calculation of the parks level of service standard. Mayor Bradley asked the Clerk to look at this.

Commissioner Cooper also asked to include on page 11 a synopsis of the points made by each Commissioner where they discussed the State Office Building property, particularly the last paragraph before the motion where it states: "In summary each Commissioner gave five minutes to share their thoughts, opinions and concerns." She requested that the Clerk summarize those points for history purposes. Mayor Bradley requested to see the synopsis prior to issuance. Commissioner Cooper then requested that the Clerk submit the synopsis to all members of the Commission.

**Motion made by Mayor Bradley to approve Consent Agenda Item 'a' and accept the minutes with the following two sections which Commissioner Cooper broached with a synopsis and they will approve those sections at the next meeting; seconded by Commissioner Dillaha and carried unanimously with a 5-0 vote.**

Consent Agenda Item 'b' - Authorize incentives to existing and new utility billing customers for utilizing green billing and collection practices.

Commissioner Dillaha asked if they are ready to implement the program. Assistant City Manager Michelle del Valle stated that some of the items are ready to be implemented now and some items are still being worked on such as the elimination of the delinquent bills which will come later in the summer. Commissioner Dillaha asked if they know how much the onetime \$5.00 discount on the utility bills amounts to. City Manager Knight said it is about one year's worth of mailing costs. She then asked about the convenience fee. Ms. del Valle explained that the information provided shows different alternatives for how the City can implement the fee and clarified that there is no change to the convenience fee at this time.

**Motion made by Mayor Bradley to approve Consent Agenda Item 'b'; seconded by Commissioner Dillaha and carried unanimously with a 5-0 vote.**

Consent Agenda Item 'e'-4: Approval of PR 146145 to Hammerhead Trenchless Equipment for the purchase of a demo HB100 Hydroburst Pipe Bursting Machine (\$182,176.44)

Commissioner McMacken asked if they are buying this specifically for the Fairbanks project or if they can use this for other future projects. Water and Wastewater Utility Director Dave Zusi said they will recover most of the cost of the machine in this one project and they will also end up with a valuable piece of machinery which can be used for future projects.

**Motion made by Commissioner McMacken to approve Consent Agenda item 'e'-4; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.**

**Action Items Requiring Discussion:**

a. Settlement agreement with New England Partners LLC

Planning Director Jeff Briggs explained that this is the first property owner that they have been able to reach a tentative settlement agreement with and that there are three parts to the agreement: 1) Clears up a misunderstanding that the Comprehensive Plan policy which says parking garages need to be 100' 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; 2) Waives the fee and agrees to process a small scale future land use map change for the New England Avenue lot from Commercial to CBD; and 3) Permits up to 25 units per acre on the three Welbourne Avenue lots that are 0.45 acres in size total. Mr. Briggs and City Attorney Brown answered questions regarding potential Bert Harris claims.

Commissioner Dillaha asked if this sets precedence or a policy that any time there may be a threat of litigation that they roll over and settle it somehow. She said she does not like this in this agreement. Attorney Brown said it does not create a precedence that would bind them in any future case. She asked if they can add language that says this is not precedence setting. Attorney Brown stated they could do so.

Commissioner Dillaha referenced page 3 beginning with "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." She said she does not know what project is contemplated and who is going to be the party that is determining this is going to be beneficial when it has not gone through a planning or review process. She recommended to strike that sentence from the agreement. She said that the agreement needs to say "New England Properties, LLC" throughout the agreement so that it has the correct entity name.

She then referenced page 2 beginning with "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". She said again that she does not know what was contemplated and she does not know what burden there is on the developer/property owner at this point.



Commissioner Cooper addressed the need to assure that the "Whereas" statements are correct. She referenced page 2 beginning with "Whereas, in a 1995 amendment to the Comprehensive Plan, the New England Property was designated Commerce as the future land use designation". She said that is correct and she would like a "period" put there and to delete the next two sentences which is a matter of debate. She referenced Page "FL17" from the 1991 Comprehensive Plan which she believed was in conflict with that statement.

Commissioner Cooper then referenced page 4, Article 4 "Welbourne Property Intensity", where it reads "the City agrees to an interpretation of the Comprehensive Plan" and said that allows a density of 25 units per acre." She wanted this to be settled but had a problem with it because if she takes 316 Welbourne and adds the New England piece to it, she comes up with 48,000 square feet and 48,000 square feet for R-3 standards has always been required since 1970, that they have 2,500 square foot per unit and so the maximum capacity on that property would have been 19 units, not 17. Mayor Bradley asked that these facts be checked.

Attorney Brown stated that he recommends if a majority of the Commission would like to make these adjustments subject to staff confirming that any of the adjustments are factually correct then he will work out the details with Ms. Furman and bring it back to the Commission. Commissioner McMacken suggested that Attorney Brown speak with Ms. Furman during the break to amend the agreement.

Ms. Furman indicated that they did not object to change the "Whereas" information, nor to add the precedence setting information. She said she would like to resolve this tonight so that her client can move ahead. Attorney Brown referenced Paragraph 4 where it reads "the City agrees to an interpretation of the Comprehensive Plan to allow a maximum density of 25 units" and asked if this is acceptable or if it needs to be changed. Mr. Briggs said it is accurate because it only applies to the three Welbourne lots.

**Motion made by Mayor Bradley to approve the contract as presented with an amendment that says this is not precedence setting and allow the City Attorney to make any minor modifications as is fit to come to a mutual agreement to accomplish what the Commission is desiring; seconded by Commissioner Dillaha.**

**Motion amended by Commissioner Cooper that Article 4 which reads "the City agrees to an interpretation of the Comprehensive Plan" is changed to read "the City agrees in order to settle the claim to allow a maximum density of 25 units per acre so long as the R-3 zoning standards are met...."; seconded by Commissioner Anderson.** Attorney Brown reiterated and clarified the changes.

**Motion amended by Commissioner Cooper that the second paragraph on page 2 which reads "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" to put a period after the 45% FAR and strike the last line which reads "and both C-2 and C-3 were compatible zoning districts"; seconded by Commissioner Dillaha.**

Attorney Brown clarified the changes made in Paragraph 4 and the insertion of a statement that there is no binding precedence created.

**Motion made by Commissioner Dillaha to amend for three modifications: 1) Page 1, Paragraph 4 beginning with “If New England had rezoned the Welbourne Property to R-4....” to say “If New England had requested and received approval for rezoning Welbourne Property to R-4.....”; seconded by Commissioner Cooper; 2) Page 2, Paragraph 7 which reads “Whereas, New England seeks damages as a result of an alleged burden on its ability to develop the Property.....” to say “as a result of their alleged burden”. Attorney Brown said it should say “Whereas, New England seeks damages as a result of a burden, New England has alleged on its ability to develop the property....”; and 3) Page 3, Paragraph 5 which reads “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”, to strike the next phrase that says “because the project contemplated by New England will be beneficial to the City” but leave in the remaining existing language “and this Agreement allows the City to avoid protracted expensive litigation.....”; seconded by Commissioner Anderson.**

Attorney Brown stated that assuming this passes, he will excuse himself to meet with Ms. Furman and handwrite the changes so that she can be comfortable with the language. There was a consensus for him to do that.

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

#### Public Comment

Peter Weldon, 700 Via Lombardy, thanked Commissioner Anderson for his outstanding service over the past two years serving as Commissioner.

Nancy Shutts, 2010 Brandywine Drive, said the parking situation at Lake Baldwin Trail is confusing and unsafe. She asked that the Parks staff move forward with a plan for structured parking and to put benches or tables in so citizens can enjoy the lake and the park.

#### b. Electric bond funded capital projects

Electric Utility Director Jerry Warren provided a Powerpoint presentation which included the reasons for the review, funding update, bond project budget update, plug-in and other capital projects, reasons for cost over runs, available funds, capital projects to consider, Canton Avenue Transformer T-2, Electric substation transformers, Canton Substation circuit breakers, original undergrounding projects, Temple Drive project and updated budget, Protective Devices outages, Alabama Avenue outage analysis, Glenridge/Lake Sue project, proposed Alabama project and estimate, estimated cost for proposed Capital Projects and recommendations.

City Manager Knight explained that when they did the bond issue they were two years into operating the system and when they came up with a list of priorities at that time it was based on a very short period of actual data of operating the system. He said now that they are 5 years

into it they have a lot more data on which feeders within the City are the most problematic from a reliability standpoint. He said their goal is to make decisions on capital spending based on reliability versus other reasons and with a close behind second criteria being aesthetics since that is also important. He said one of the reasons why they purchased the system was to get all of the lines underground at some point.

Mr. Warren explained the bond issues from November 2007 (\$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 nine 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. Mr. Warren addressed the various mainline feeder projects and the financial status of the mainline feeder undergrounding project, the financial status of the "other capital projects", the \$2.5 million borrowed for the electric system's portion of the AMR project and the initial funding for the PLUG-IN Program.

Mr. Warren explained that to date, nine PLUG-IN projects have been completed for \$1.1 million, leaving 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 requested 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.

Mr. Warren indicated that the Glenridge/Lake Sue undergrounding project is no longer considered urgent so its priority should be reduced below other more urgent capital needs. He added that sufficient funding does exist to underground the intersection of Winter Park Drive and East Lake Sue Avenue so 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 Avenue undergrounding project as originally planned.

Mayor Bradley asked about the \$1.2 million that was allocated for this capital year and what that is applied to. City Manager Knight explained the \$1.2 million is used for routine capital

maintenance. Commissioner Anderson asked if they shift funds from the Plug-In Program and they leave \$400,000 for the near term future will they have enough money to do the Temple Drive project. City Manager Knight said that he is correct and that they will also have enough money for the transformer and the breakers.

Mr. Warren explained that the Utilities Advisory Board (UAB) feels strongly that the priority of undergrounding be driven by reliability considerations so he has suggested that both the Temple Drive and Glenridge/Lake Sue projects be delayed until other more urgent undergrounding projects could be identified and studied. He also noted that the UAB will be performing a study on the outages and reliability.

Mayor Bradley asked if their Bond Counsel has weighed in on this. Mr. Warren said no but they will contact them and that they have reviewed the bond resolution and ordinance and there is no language in the documents that will limit them in terms of changing projects.

**Motion made by Commissioner McMacken to approve the proposed Capital Projects for consideration as presented with the exception that the \$100,000 for Glenridge/Lake Sue is moved into the Plug-In project budget; seconded by Commissioner Cooper.**

Commissioner Cooper asked if they are going to use \$100,000 out of the Plug-In to do Lake Sue. Commissioner McMacken said no. He explained that he wanted to take \$100,000 from Lake Sue and put it into the Plug-In Fund so there is a total of \$500,000 in the Plug-In Fund.

**Commissioner Cooper withdrew her second to the motion. The motion was then seconded by Mayor Bradley.** Commissioner McMacken said that he is recommending the approval of the following (see below for clarification purposes) with the one exception that the \$100,000 for Glenridge/Lake Sue is moved into the Plug-In project budget.

Capital Projects For Consideration	Recommended Budget \$(000)
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* <b>*Exception: This \$100,000 for Glenridge/Lake Sue is moved into the Plug-In project budget</b>
Contingency (~ 15%)	487
TOTAL	3,622

**Motion amended by Commissioner Cooper that they take \$100,000 out of the Plug-In Program and fund the Glenridge/Lake Sue project now.** City Manager Knight asked her if that means they will only have \$300,000. She said yes, unless they have obligated themselves to that. City Manager Knight said the contingency would then go from \$487 to \$587. Mr.

Warren said that would make the Glenridge/Lake Sue budget \$200,000. Mayor Bradley said they have already paid for this in January so if they want to do that it is fine. **Commissioner Cooper then withdrew her amendment.**

Nancy Shutts, 2010 Brandywine Drive, said the Glenridge/Lake Sue project is very unclear and asked the Commission to wait until more information is made available regarding the reliability before making a decision tonight.

Commissioner Anderson said in the long haul, for this undergrounding to take place the funding can start coming from the savings that they will receive on the bulk power purchasing deal they just executed. He complimented Mr. Warren and his team for all of their great work on that deal. He said hopefully they will have discretionary funds building up over the next 3 years so they can apply those funds to similar projects.

Mayor Bradley reminded the Commission that the Utility Fund still owes money to the General Fund and even though they are currently addressing the issue they need to make sure that they continue to address it. Mayor Bradley said he would like to re-look at the Capital Budget sometime after March 31, since that would be the 6 month mark to see if they need to increase the capital budget.

**Upon a roll call vote to approve the proposed Capital Projects for consideration as presented with the exception that the \$100,000 for Glenridge/Lake Sue is moved into the Plug-In project budget; Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

c. Design and construction process for golf course Starter's House (Pro Shop)

Public Works Director Troy Attaway summarized the process to date including the June 14, 2010 Request for Qualifications to design the renovations; the approval of the top ranked historic preservation architect firm Bender & Associates approved at the September 27, 2010 Commission meeting; and the approval of the future use of the Starter's House to be restrooms/dressing rooms and bag storage to support golf course operations.

He explained that 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. He explained that 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. He explained that the 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. Mr. Attaway clarified that the local architect will also have historical preservation experience. Commissioner McMacken asked if this has to be a public bid. Mr. Attaway stated that they will follow the City's purchasing policies and they will be able to do the project in that manner. He also explained that the architectural work that will need to be done for approval by the Historic Preservation Board and the design documents for permitting will be handled under a CC&A threshold and will obtain three quotes for that.



**Motion made by Commissioner McMacken to reject RFQ 23-2010 and accept City staff's proposal to self manage and perform the renovation of the Winter Park Country Club Starter's House with the help of a qualified construction coordinator and sub contractors; seconded by Commissioner Dillaha.**

Commissioner McMacken asked about the timeframe for completion. Mr. Attaway said approximately 6 months. Mayor Bradley commended staff for being able to take on this project and said by doing this project in-house it will allow them to have better control over the work product. **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. Re-amortization of funding in police and fire pension plans

City Manager Knight provided a short presentation that included the re-amortization of the funding for the police and fire pensions. He stated that 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 that 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 completed in which Mr. Tierney with Actuarial Concepts provided a report listing 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. Mr. Knight explained the three options: 1) Option 1 would 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 for Fire and \$332,000 for Police; 2) Option 2 would use a 12 year amortization period of the remaining gain balance and meld it with the current 10 year amortization base (changing it to 12 years also). This option would increase contribution requirements by \$310,000 for Fire and \$267,000 for Police and 3) Option 3 would use a 15 year amortization which would increase contributions by about \$255,000 for Fire and \$203,000 for Police.

City Manager Knight said during the Pension Board meeting the pension's actuary expressed concern that Mr. Tierney's option #2 method would not be approved by the state. Mr. Tierney believed that this is very defensible and that we can get approval. Mr. Knight said that the Pension Board this past Thursday authorized their actuary, Gabriel Roeder Smith & Company to work with Mr. Tierney to try to get the 12 year option approved by the state. City Manager Knight said this does not require an action tonight unless they do not like the 12 year option or if they would like to accept this report and authorize Mr. Tierney to work with Gabriel Roeder Smith & Company. Mr. Knight answered questions and clarified that the plans actuary is the

one who makes the decision on how this is going to be amortized. He said we cannot tell him what to do and neither can the pension board even though they may have more influence.

**Motion made by Mayor Bradley to have Mr. Tierney and Jim Linn work with Gabriel Roeder Smith & Company to have a mutually agreed upon recommendation preferably in the 12 year funding range; seconded by Commissioner Dillaha.**

City Manager Knight noted that in Mr. Tierney's recommendation they are to start the first years funding during this current fiscal year. Mayor Bradley asked if agreed to do that, if the \$577,000 would come out of the \$1,000,000 that the Commission set aside. City Manager Knight said 'yes' and that it would start this year. Commissioner Cooper asked what specific issues require state approval. Mr. Knight explained the proposed IRS regulation regarding this issue. He said that ultimately the State Division of Retirement has to say grace over whatever plan we use and if they do not agree with what we do they can withhold the state funding. He clarified that we cannot extend the original life of the pensions more than what was allowed back when the program started.

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

- e. Offer of a sculpture *White "A"* by Winter Park resident Micheline Kramer to the City for a 10 year period on Morse Boulevard

This item has been tabled.

#### Recess and Executive Session

A recess was taken at 6:27 p.m.

At 6:27 p.m. an Executive Session was held pursuant to Section 447.605 to discuss matters relative to collective bargaining. The regular meeting re-convened at 7:55 p.m.

- f. Targeted Industry Enhancement (TIE) Program approval

Assistant Economic Director Peter Moore addressed this item and noted that the program would be available Citywide and that they would be looking at using General Fund revenues for this program. Commissioners Dillaha and Cooper opposed spending General Funds on this program.

**Motion made by Mayor Bradley to approve the program for new jobs and relocation; seconded by Commissioner McMacken.** Commissioner McMacken asked how they would be funding this since there is no specific line item in the budget. City Manager Knight suggested using other funding options other than the General Fund such as unallocated economic development funds or contingency funds. He also explained that what they would be approving tonight is a policy for the TIE Program. **Upon a roll call vote, Mayor Bradley and Commissioners Anderson and McMacken voted yes. Commissioners Dillaha and Cooper voted no. The motion carried with a 3-2 vote.**

- 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

City Manager Knight provided a brief summary explaining that at the last Commission meeting, Commissioner Cooper requested that she be allowed to pursue other options for the acquisition of the Post Office property. He said the purpose of this agenda item is to formally authorize that representation and set forth a preliminary plan.

**Motion made by Commissioner Dillaha to 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; seconded by Commissioner Anderson.** Mayor Bradley reminded them that this is a \$6 million option. **Upon a roll call vote, Mayor Bradley voted no. Commissioners Anderson, McMacken, Dillaha and Cooper voted yes. The motion carried with a 4-1 vote.**

### **Public Hearings**

- a. ORDINANCE NO. 2836-11: 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. Second Reading

Attorney Brown read the ordinance by title. No public comments were made. **Motion made by Commissioner Dillaha to adopt the ordinance; seconded by Commissioner Cooper.** There was a brief discussion regarding the name and ownership of this property. **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.**

**Motion made by Mayor Bradley to have staff determine for purposes of taxation and others, the ownership of this property; seconded by Commissioner McMacken.** City Manager Knight stated that according to the Orange County Property Appraiser's website the assessed value is \$100 and the owner is listed as "owners of property in Virginia Heights."

**Upon a roll call vote, Mayor Bradley and Commissioners McMacken and Dillaha voted yes. Commissioners Anderson and Cooper voted no. The motion carried with a 3-2 vote.** Mayor Bradley requested that City Manager Knight bring a report back. It was acknowledged.

- b. 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.

Attorney Brown read the resolution by title. **Motion made by Mayor Bradley to adopt the resolution; seconded by Commissioner Dillaha.** Assistant Utility Director Terry Hotard

clarified that this is the smallest parcel wise plug-in project that they have dealt with. He said it does not involve any primary cable, it is all secondary and that is why the numbers are so low.

No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- c. 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 EASEMENTS 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; PROVIDING AN EFFECTIVE DATE.

Attorney Brown read the resolution by title. Mayor Bradley disclosed that he was a former trustee by virtue of serving on the Florida Conference of Seventh Day Adventists Executive Committee and he stopped serving in 2006. He indicated that he spoke with the City Attorney and there is no conflict of interest. Commissioner Cooper asked if this is one of our lift stations. Water and Wastewater Utility Director Dave Zusi said yes.

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

- d. 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.

Attorney Brown read the resolution by title. **Motion made by Commissioner Dillaha to adopt the resolution; seconded by Mayor Bradley.** Commissioner Cooper said she understands the will of the Commission but she thinks this allows too much government into the private rights of individuals. She stated she does not mind fining someone for leaving a cigarette butt on the ground but that smoking outdoors might be okay if you cannot smoke indoors.

Commissioner Dillaha explained that this is on public property and the point of this is so local government can regulate what happens on public property. Commissioner Anderson said that there is a fine line between nuisance and infringement; however, his desire for home rule trumps that at the moment. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

- e. RESOLUTION NO. 2077-11: RESOLUTION ADOPTING LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) AND FLORIDA GREEN BUILDING COALITION (FGBC) STANDARDS

Attorney Brown read the resolution by title. Public Works Director Troy Attaway explained the intent of the ordinance and that 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. Mr. Attaway answered questions.

**Motion made by Commissioner Dillaha to adopt the resolution; seconded by Commissioner McMacken.** No public comments were made. **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

No items.

- b. Commissioner Dillaha

Commissioner Dillaha spoke about recycling for residential properties and said that most people do not know that you can get a recycle bin for \$2.00 a month to recycle. Assistant City Manager Michelle del Valle indicated that they are advertising that information in their water bills and in the next newsletter.

Commissioner Dillaha spoke about trees being removed on weekends with no permits and asked about having an on-call person to handle these matters. City Manager Knight indicated that they have Code Enforcement personnel working weekends covering over 100 miles of streets. He also said that they are working on publicizing the after-hours on call phone number for people to call.

Commissioner Dillaha reminded everyone that the Financial Advisor orals are on Wednesday from 9 a.m.-1 p.m. in the chambers. Commissioner Anderson said because he is not able to attend he requested a follow up from both Commissioner Dillaha and Mayor Bradley since they are on the committee. He would like to know that their outlook is over the next 3-4 months on the refinancing of the balance of the City bonds. The request was acknowledged.

1. Tree Replanting Policy and Plan. Strategic Initiative: Quality Environment

Commissioner Dillaha asked that the City look into establishing a Tree Replanting Policy and Plan so that they can more aggressively plant trees and educate the public with the benefits of planting trees to help replenish the tree canopy. She indicated that she will follow up with Mr. Holland on this item.

2. Consideration to update policies regarding the sale or change of use of parkland (to provide further protections of parkland)

Commissioner Dillaha addressed the possible need to have different and stricter types of requirements for selling off City parkland. Commissioner Cooper said she feels that way about all large pieces of City property or anything over some reasonable square footage. Commissioner Dillaha asked if they could look into this.

c. Commissioner Cooper

Commissioner Cooper said the reason why she asked to pull Action Item "E" (the art project) is because she spoke with Ron Hightower who runs the Scenic Boat Tour and he was not aware of this item. City Manager Knight stated that they contacted him via email and also left a telephone message with him over 3 weeks ago asking him if he had any comments. He said today they received an email from him during this evening's meeting saying that he is opposed to the large piece of art being placed in that location. He also clarified that this is City property. There was a consensus for City Manager Knight to talk to the donor for a possible alternate location. It was also mentioned that all citizens will have the opportunity to voice their opinions at the next meeting when this topic is addressed.

d. Commissioner McMacken

No items.

e. Mayor Bradley

Mayor Bradley asked if we are actively working with Brighthouse about undergrounding services. City Manager Knight said yes.

The meeting adjourned at 8:51p.m.

---

Mayor Kenneth W. Bradley

ATTEST:

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City Clerk Cynthia S. Bonham



# city commission agenda item

item type	Consent Agenda	meeting date	February 28, 2011
prepared by department division	Wes Hamil Finance	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

RFP-6-2011 Financial Advisory Services

## **motion | recommendation**

Commission approve award of RFP-6-2011 for Financial Advisory Services to The PFM Group.

## background

Selection Committee consisted of Mayor Ken Bradley, Commissioner Beth Dillaha, Randy Knight, City Manager, Wes Hamil, Finance Director and John Gill, Winter Park resident.

On December 10, 2010 the Request for Proposal (RFP) was issued.

On December 21, 2010 a non-mandatory pre-proposal conference was held.

On January 19, 2011 a public opening of responses was conducted and four (4) responses were received, which were all deemed responsive.

After oral presentations were conducted on February 16, 2011 the Selection Committee ranked as follows:

- 1 The PFM Group
- 2 Dunlap and Associates (tie)
- 3 First Southwest (tie)
- 4 Public Resources Advisory Group

## **alternatives | other considerations**

The City Commission has the option of accepting the Selection Committee's recommendation or selecting another firm proposing on this engagement.

## fiscal impact

The PFM Group proposal allows the City the option of paying fees on a per bond or hourly basis. In either case, the fees would be included in the bond issue size and would not impact the City's operating budget unless we request services that are not related to a bond issue.

## strategic objective

Achieve financial security through good government practices.



# city commission agenda item

item type	Consent Agenda	meeting date	February 28, 2011
prepared by department division	Purchasing Division	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

## Purchases over \$25,000

	vendor	item   background	fiscal impact	motion   recommendation
1.	Alan Jay Chevrolet	Purchase of 2011 Chevy 2500HD Truck	Total expenditure included in approved FY11 Vehicle/Equip. Replacement Fund. Amount: \$25,241.00	Commission approve PR 146196 to Alan Jay Chevrolet, piggybacking the Florida Sheriff's Association contract# 10-18-0907
On December 13, 2010 the City Commission authorized piggybacking the Florida Sheriff's Association contract 10-18-0907 and a Piggyback Contract has been fully executed with Alan Jay Chevrolet. Replacement vehicle for Lakes Division.				





# city commission agenda item

item type	Consent Agenda	meeting date	February 28, 2011
prepared by department division	City Management and Utility Billing	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	N/A	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote

## subject

Solid Waste Contract Amendment

## motion | recommendation

Authorize the Mayor to sign an amendment to the Solid Waste Contract that will allow the City to facilitate billing and collection of fees related to shared containers.

## background

Currently the City is responsible for the residential billing of solid waste services and the Contractor is responsible for the commercial billing. Within the City there are a few areas where commercial businesses are required to share garbage containers due to lack of space (Center Street is a good example of this situation). It is difficult for the contractor to regulate collection on these cans without negatively impacting the services provided to paying businesses. This has also caused an increased workload for the City's Code Enforcement Officers when non-paying businesses leave garbage outside the receptacles. To avoid future billing and collection problems on shared cans, the City has worked with the Contractor to propose taking responsibility of the billing and collection of a limited number of shared commercial containers. By accepting this responsibility, the City would add the solid waste charges to the monthly utility bill.

## alternatives | other considerations

Several alternatives have been considered or tested with Waste Pro, including extending additional terms to the customers, locking the shared containers, and providing access only to the customers that are current. Each of these efforts were unsuccessful and in some cases caused an unnecessary mess surrounding the shared can or in the ally.

## fiscal impact

There is no financial impact to the City other than the minimal additional billing time required to set up and maintain the accounts. The customers' rates will not change nor will the Contractor's responsibility to pay the franchisee fee identified in the contract.

## strategic objective

Quality government services & financial security

AMENDMENT NUMBER 1  
CONTRACT RFP-6-2009, GARBAGE AND RECYCLING COLLECTION SERVICES

Effective date: February 28, 2011

**a. 3. Rates and Charges Compensation to Contractor Franchise Fee Billing**

- f. **Commercial Billing.** Contractor shall direct bill all commercial customers, unless specifically agreed upon by the City and the Contractor in writing. The Contractor shall provide the City with a monthly report regarding the collection and disposal services provided to such customers. The report shall be in a form acceptable to the City and shall be delivered no later than the 1st day of each month for the preceding month services. The report shall include at a minimum the customer address, the collection and disposal services provided, and the amount billed to the customer for said services.
- a. Where commercial garbage services are shared among multiple customers, the City, upon joint agreement between the City and the Contractor, may assume the responsibility of billing and collection of customers that participate in the shared container. If City assumes the responsibility to handle billing and collection of such shared garbage services, then the City will use its existing monthly utility billing system and billing practices to bill and collect fees from the customers. The fees will be based on the rate structure established within the written agreement entered into by the City and Contractor. Revenues collected on account of shared cans, will be remitted to the Contractor in the same fashion residential revenues are remitted and Contractor shall pay City promptly the required franchise on such revenues.

- b. All other terms and conditions remain unchanged.

Waste Pro

City of Winter Park

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# city commission agenda item

item type	Consent Agenda	meeting date	February 28, 2011
prepared by department division	City Management, Human Resources and Fire Rescue	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	N/A	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote

**NOTE: APPENDIX A AND B WILL BE SENT SEPARATELY VIA EMAIL NO LATER THAN FRIDAY.**

## subject

2011-2013 Contract with Winter Park International Association of Fire Fighters Local # 1598 (WPIAFF)

## motion | recommendation

Ratify the proposed three year contract negotiated between the City and the WPIAFF and authorize the City Manager to sign the document.

## background

The City and the WPIAFF have been working for some time to develop an agreed upon contract. In the process two proposed contracts were voted down by the union members and a hearing was held with a Special Magistrate to further discuss issues in dispute. In January, the annual election of officers for the WPIAFF was held and a new leadership team took over. At their request, negotiations were resumed on a parallel path while simultaneously scheduling an impasse hearing with the City Commission.

An agreed upon three year contract was negotiated and put forth to the WPIAFF members for a vote on February 15-17<sup>th</sup>. The results of the vote were 42 for and 26 against the contract. The City Commission will have the opportunity to accept or reject the contract at the Commission Meeting on February 28<sup>th</sup>. Below is a summary of the key issues.

### Year 1 FY 11

- Salaries frozen.
- No anniversary increases and increases already given will revert to 9/30/10 rate.
- Two changes in Pension Article.
  - No interest paid to members on refunds of accumulated contributions.
  - COLA eliminated for members with at least ten years of credited service, whose employment terminates prior to early or normal retirement and retirement benefits are not payable until member reaches age 55.
- Longevity bonus deleted.

5. Medical Absence leave will sunset 9/30/10.
6. Reopener for Pension anytime during contract.

#### Year 2 FY12

1. 2% cola,
2. No anniversary increases.
3. Bottom and top of pay scale adjusted 2% to accommodate COLA.
4. If City non-merit component is more than 2 %, unit members will receive the higher amount.
5. Workback of up to six Kelly days when needed at discretion of management.
6. Convert sick and vacation time to Personal Time Off (PTO).
7. Conversion of 10 % of Medical Absence Leave to Long-term Medical Leave.
8. Can sell back 10% of accrued leave if maximum of 672 (56 hr) or 520 (40hr) is met or can sell back 5 % if accrued 600 (56hr) or 470 (40 hr.)
9. Reopener for Performance Appraisal process during FY 12.

#### Year 3.

1. Anniversary date increases of up to 2.5% merit utilizing new performance appraisal system.
2. Members who are topped out eligible for 1% top out bonus (not part of base).
3. Appendix A sunsetted and replaced by new Appendix B with minimums and maximums of salary for each position.

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

Many alternatives were considered in development of the contract. The Commission may accept this contract, which will ratify it, or reject this contract and proceed with an impasse hearing on the previously contemplated contract.

#### **fiscal impact**

This contract is considered to be largely budget neutral. The new programs proposed such as the Kelly Day workback and the payout of a limited number of vacation hours are anticipated to reduce overtime at a rate equal to or greater than the anticipated cost of the program. The FY 12 COLA is expected to cost an estimate of \$103,200.

#### **strategic objective**

Quality government services & financial security

AGREEMENT BETWEEN CITY OF WINTER PARK, FLORIDA

AND

WINTER PARK PROFESSIONAL

FIRE FIGHTERS, LOCAL 1598, IAFF

("A" Unit)

&

("B" Unit)

2011-2013

~~2011-2013~~

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PREAMBLE

THIS AGREEMENT, executed this \_\_\_\_ day of \_\_\_\_\_, 2011  
~~13th day of August 2009~~, between CITY OF WINTER PARK, FLORIDA,  
hereinafter called the City, and WINTER PARK PROFESSIONAL FIRE  
FIGHTERS, LOCAL 1598, IAFF, hereinafter called the Union.



ARTICLE 1

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the following bargaining unit of the City's employees employed in the Winter Park Fire Department:

INCLUDED IN THE "A" UNIT:

All full-time certified and probationary fire fighters, paramedics, fire engineers employed by the City of Winter Park.

EXCLUDED FROM THE "A" UNIT:

Fire chief, assistant fire chiefs, fire training officer, fire marshal, fire inspector, battalion chiefs, lieutenants, clerical employees and all other employees employed by the City of Winter Park.

INCLUDED IN THE "B" UNIT:

All full-time and probationary certified lieutenants and fire marshal, fire inspector, employed by the City of Winter Park.

EXCLUDED FROM THE "B" UNIT:

All full-time and probationary certified fire fighters, paramedics, engineers, fire training officer, assistant fire chiefs, fire chief, clerical employees, and all other employees employed by the City of Winter Park.

## ARTICLE 2

### UNIFORMS AND MAINTENANCE

All trousers, shirts (tee-shirts), jackets, and caps, if any, and all insignia, which unit employees are required to wear in the performance of their work shall be furnished on an as needed basis by the City to unit employees without cost. The specific items to be furnished by the City shall consist of uniform work pants, uniform dress pants, uniform dress shirts, uniform tee shirts, uniform belt, sweater, coveralls, uniform cap and one pair of department approved uniform shoes. Quantities of these items shall be provided on an as needed basis to maintain an agreed upon minimum amount. The employees shall furnish all other items of their clothing worn on duty at their cost. It shall be the obligation of the employees to maintain all items furnished by the City in good and presentable condition, and to notify the City in advance of a need for replacement of any such item.

The City agrees to furnish one towel per unit employee annually, and one set of bed linens (two sheets, one blanket and a pillow case) per unit employee, on an as needed basis, to all unit personnel. It shall be the responsibility of each employee to maintain such towels and linens.

The City shall have the right to establish and to from time to time change the procedure and arrangements for furnishing all of the materials furnished to employees by it under this Article.

The City agrees to reimburse the full cost of eye glasses and contact lenses not to exceed One Hundred and Fifty Dollars (\$150.00) and up to Fifty Dollars (\$50.00) for wrist watches damaged in the line of duty, provided an adequate proof of such damage, the circumstances of the event and proof of original purchase price are presented to the appropriate manager.

ARTICLE 3  
WITNESS SERVICE

Employees who are required to serve during scheduled duty as witnesses for the City in any judicial or administrative proceeding, or who are required to serve during scheduled duty as witnesses for any party under a valid and lawfully served subpoena in connection with any non-personal matter which arose from the course or scope of their employment, shall be given time off with pay to serve, and shall return to duty immediately upon completion of such service, so long as at least three (3) hours of their work hours or shift is still in effect. Employees who are required to serve in either capacity during times other than their scheduled duty time shall be paid at their base hourly rate for actual hours or fractions thereof necessarily spent by them at the courthouse or other required place of attendance. All such paid time shall be documented by the employee upon request of the department.

All witness fees payable to an employee for or in connection with such service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the time taken off for witness service under the foregoing language of this article.

Actual time spent by an employee serving as a witness for the City, regardless of whether the employee is on scheduled duty during such time; and actual time spent serving as a witness under a valid and lawfully served subpoena for any party in connection with any non-personal matter which arose from the course or scope of the employment of such employee, provided such service occurs and such time is spent while such employee is on scheduled duty, shall be counted as hours worked for purposes of computing statutory overtime under the overtime regulations promulgated under the Fair Labor Standards Act.

ARTICLE 4

JURY SERVICE

Employees summoned by law for jury selection or service shall be granted the necessary time off from scheduled duty with pay upon presentation to their superior officer of satisfactory written evidence relating to such duty. Twenty-four hour shift personnel shall be excused from duty at 2000 (twenty-hundred) hours the day prior to his/her scheduled service. An employee serving on such duty shall report to his assigned work location upon being released for the day if at least three (3) hours of his work hours or shift is still in effect. However, an employee selected to serve on a jury in a pending case need not report to his assigned location until released from service on such case.

This article shall apply only to petit jury service; and shall have no applicability to grand jury service unless the City determines to apply it in full or in part, in its sole discretion, on an individual case basis.

Compensation paid by the state, county or other authority issuing any summons or notice for jury service must be endorsed and tendered to the City by the affected employee as a condition

to being paid by the City for the time taken off for jury service under the foregoing language of this article.

ARTICLE 5  
DUES CHECKOFF

The City agrees to deduct, each pay period, Union dues from the pay of those employees who individually authorize and request, in writing, that such deductions are made. The City shall not make deductions for payment of initiation fees or fines. Dues thus deducted by the City shall be remitted to the Union by check each pay period. Any change in the amount of dues to be deducted will require a written authorization by the Secretary/Treasurer of the Union, and will be effective the beginning of the following pay period thirty (30) days from receipt of such written authorization.

The payroll deduction authorized shall be revocable by any affected employee. The payroll deduction of Union dues shall be stopped at any time by a written and dated request from such employee delivered to the City Personnel Department. The effective date for stopping dues check-off shall be thirty (30) days after the pay period following the date of such revocation by the employee. If, for any reason, the employee's employment is terminated the effective date for stopping dues check-off shall be the date of termination.

No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that



payroll period, after other deductions, are less than the amount of dues to be checked off.

The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the City or its agents, employees or officials. The term official as used herein includes elected or appointed officials.

ARTICLE 6

GENDER

Where the words "he", "him" or "his" are used in this agreement, it shall be understood, unless the context requires otherwise, that such words include the words "she", "her" and "hers".

ARTICLE 7

MEDICAL ABSENCE LEAVE

For Fiscal Year 2011, the City ~~during the term of this agreement,~~ shall grant to unit employees medical absence leave as described below, on the terms and conditions as below set forth.

Medical absence leave shall be granted to and shall be earned only by permanent, full-time employees. Medical absence leave shall be accrued at the rate of 14 hours per month for 56 hour employees to a maximum allowed accrual of 1,456 hours and at a rate of 10 hours per month for 40 hour employees to a maximum allowed accrual of 1,040 hours.

An employee who is unable to work due to illness shall notify their designated supervisor as early as possible prior to his scheduled reporting time, giving the ~~reason for absence and the~~ expected period of absence. Such procedure shall be followed for each shift the employee is unable to work unless otherwise noted by a physician's note. Any employee who fails to notify the appropriate supervisor as above required within three calendar days following the shift missed by such employee will be considered as having resigned without notice.

Medical Absence Leave shall be used only in accordance with the City of Winter Park Personnel Policy Manual. Medical

absence leave shall not be authorized prior to the time it is earned and credited to the employee.

Medical absence leave is authorized only in the event of the employee's personal illness, injury, or exposure to a contagious disease, which would endanger other employees. Medical absence leave may also be allowed to make possible the employee's personal appointments with a physician or dentist when it is not possible to arrange such appointments for off-duty hours; such use of medical absence leave shall not exceed the time required to complete such appointments.

Up to 112 hours, 80 hours for 40 hour employees, of medical absence leave per calendar year can be used for paternity leave or illness of an immediate family member, which, due to extenuating circumstances, requires the employee to care for said family member. The minimum charge for medical absence leave is one-half hour.

The City is responsible for determining to its satisfaction that an employee is too ill to work. The City may require an employee to present medical evidence from a licensed physician that the employee is physically not able to work.

No employee shall be paid under any circumstances for unused medical absence leave. An employee who separates from City employment for any reason shall forfeit earned but unused medical absence leave.

All provisions of this article will terminate on September 30, 2011.

ARTICLE 8

INSURANCE

The City will make available health, life and long term disability insurance on a group basis to unit employees to the same extent and in the same manner that such insurance is provided to other City employees. It is understood that "health" as used in this paragraph includes certain dental coverage. The City reserves the right to terminate the said group insurance program or any part thereof at any time.

The health insurance dependent coverage will be optional to all eligible employees. Employees who opt for such insurance will pay such portion as is determined from time to time by the City of the premiums and other costs through deductions from payroll.

The City reserves the right to reduce or enlarge the benefits payable under any coverage, to alter or cease any coverage, to raise or lower any "out of pocket" amounts and to raise or lower any deductibles.

The City shall have the right to agree to or to make any changes in the costs to it or unit employees of any of the insurance, and to require unit employees to bear any portion of the cost of coverage presently paid for in full by the City. It is agreed that, in the event of a premium increase or other

increase in the cost to the City of providing any of the insurance, such increase will be paid by the employees in any proportion as determined by the City, including in its entirety. Such increases shall be deducted from wages, and shall be administered in the manner presently in effect.

The parties also agree that the Union may select one individual to sit as a member of any formal employee review committee or focus group that is formed by City Administration to review health benefits.

The Union agrees that any medical plan offered hereunder may make any change or alteration in cost, coverage, benefits, amounts thereof or any other characteristics, all such changes being beyond the City's control.

ARTICLE 9

PROTECTIVE CLOTHING

A. Unit fire suppression personnel shall be provided with the following protective clothing, such clothing to be of a type approved by NFPA, OSHA and NIOSH.

1. One fire helmet.
2. One complete structural firefighting ensemble.
3. One pair of fire fighter-type gloves.
4. One pair of fire fighter boots with safety insoles, knee-high,
5. Firefighter's protective hood.
6. SCBA face piece assembly.

B. Such firefighting equipment shall be assigned to each such employee and shall be his responsibility in all respects during his tenure of service. A record shall be kept of all equipment so issued. All such equipment shall remain the property of the City.

Coats, pants, fire helmet, boots and other protective equipment shall be marked with the assignee's name.

C. The City will replace, in the manner provided in this article, any of the above-listed items which, in the judgment of the Chief or his designee, are worn out, damaged, or otherwise unfit for the intended use.



D. Any of the above-listed property which is lost, stolen or destroyed will be replaced under Article C above, but the City may deduct all or part of the cost of replacement from the wages of the employee responsible if the loss, theft or destruction is caused by or attributable to the act or omission of the assignee.

E. An employee may, at his/her own expense, purchase and utilize a leather helmet meeting all required safety standards. The City will not be responsible for damage, loss or theft of said helmet in excess of the amount it would pay toward the standard City supplied helmet under any circumstances. If the employee ceases to work for the City within two years of the purchase of a leather helmet, the employee will be responsible to reimburse the City the portion paid by the City. If the employment is terminated after two years from the purchase, the employee can keep the helmet at no charge.

F. The City agrees to maintain said equipment as outlined by the NFPA 1851.

ARTICLE 10  
SAFETY AND HEALTH

The City and the Union agree to cooperate in making continuing efforts to eliminate accidents and health hazards and in the enforcement of City rules and regulations relating to safety.

The parties agree that the Union may appoint one individual to sit as a member of any safety committee of the City now existing or which may hereafter exist during the term of this agreement. The individual appointed by the Union shall have the same decision making and voting rights as any other committee member. Such individual may participate in committee meetings while on duty without loss of pay if such meetings are scheduled while he is on duty; otherwise his attendance will not be compensated by the City.

The Chief of the Department shall give good faith consideration to implementation of any recommendation made by any such committee during the term of this agreement, which relates to any functions or duties of unit personnel.

ARTICLE 11

HOLIDAYS

The City, during the term of this agreement, shall recognize, with respect to unit personnel, the following holidays:

1. New Years Day (January 1).
2. Dr. Martin Luther King Jr. Day (Third Monday in January) To be considered a Floating Holiday for 56-hour employees.
3. Memorial Day (last Monday in May).
4. Independence Day (July 4).
5. Labor Day (first Monday in September).
6. Thanksgiving Day.
7. Friday after Thanksgiving.
8. Christmas Eve - half day.
9. Christmas Day.
10. Floating holiday (1)

No unit members shall be eligible for any floating holiday or payment therefore until after six months of employment.

Unit members have the option to take any floating holiday as a 24-hour shift off with pay, or to be compensated 14-hours

of straight time to be paid out during any pay period in the fiscal year.

Nothing herein shall be interpreted as meaning that the recognition by the City of the foregoing holidays can interrupt or interfere with the normal scheduling and working of shifts. The intent of this article is that the above holidays be recognized for unit personnel by an additional 14 hours (7 hours for ½ day) compensation per employee per holiday at straight time.

An employee who is on approved Vacation or Medical Absence Leave on a designated holiday under this agreement shall be paid for the holiday as prescribed above. However, an employee on leave without pay; on disability leave; on any leave under or allegedly under the Workers' Compensation law; or on any leave while receiving compassionate leave benefits as prescribed in this agreement shall not receive holiday pay if on any such leave on any designated holiday.

ARTICLE 12

VOTING

The City agrees to allow each employee who is a registered voter and is scheduled to work from 7:00 A.M. to 7:00 P.M. on the day of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of the Battalion Chief in command in such a fashion as to not interfere with normal work production. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off.

ARTICLE 13

MILITARY LEAVE

An employee who is a member of the United States Armed Forces Reserve, including the National Guard, shall be entitled to leave without loss of pay during periods in which the employee is engaged in annual field training, other training exercise, or other similar activities as a reservist as required by his service, other than deployment to active duty. Such leave with pay shall not exceed 408 hours in any one calendar year. In no case shall such per-day pay exceed the regular work day or regular shift pay at the base rate. Copies of all relevant orders must be provided before military leave is granted.

For weekend drills, the employee approved for leave will be granted time off at 1900 hours on Friday (if on duty) preceding the drill and shall return to work on his/her first duty day after the drill is completed. For annual (two week) drills, the member shall be granted time off for the entire time and shall return to work on his/her first duty day after the drill is complete. All time off shall be counted as time worked and be documented as Military Leave (ML). Should a member have a scheduled Kelly Day during Military Leave, the Kelly Day shall be rescheduled.

ARTICLE 14  
BULLETIN BOARDS

The City shall provide the Union with the exclusive use of one bulletin board in each fire station, it being understood that such bulletin boards shall be the same bulletin boards or other bulletin boards equivalent in size to the bulletin boards in existence. Such bulletin boards and the space where they are located are granted to the Union for the sole purpose of posting and disseminating information pertaining to the business and activities of the Union. No material shall be posted which is of a political nature, or reflects negatively or adversely upon the City or upon any of its employees, officials or its constituent departments or agencies. Nothing shall be posted which is obscene, inflammatory or which would interfere with the operation of the Winter Park Fire Department. All materials placed on any such bulletin board must be signed by the President of the Union.

ARTICLE 15

PERSONNEL RULES AND ORDINANCES

The parties agree that changes may be made to the Personnel Policy Manual, Standard Operating Guidelines and Job Descriptions provided the City furnishes copies of the proposed amendments to the Union at least ten (10) days prior to the requested change appearing on the agenda, and provided further that the proposed amendments shall be considered by the Civil Service Board and City Commission in the absence of a response after such notice to the Union. Should Local 1598 express its written opposition or modification to said change, the City Manager agrees to meet with Local 1598 to permit input into the proposed change before submission to the Commission for consideration.



ARTICLE 16

MANAGEMENT RIGHTS

It is the right of the City to determine unilaterally the purpose of the Winter Park Fire Department, to set standards of services to be offered to the public, to exercise control and discretion over the operations of the Winter Park Fire Department and to direct its employees in that Department.

## ARTICLE 17

### WORK DAY, WORK PERIOD, PAY PERIOD, EXTRA DUTY AND OVERTIME

#### Work Shift and Work Period.

Twenty-four (24) hours shall constitute a normal shift for shift personnel. The work period contemplated in Section 7 (k) of the Fair Labor Standards Act will be 14 consecutive days to coincide with the pay period.

All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

#### Pay Period.

The pay period shall be 14 consecutive days, beginning at 7:00 a.m. every other Monday.

#### Extra Duty Assignments.

Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short staffing.

#### Overtime and Overtime Compensation.

Overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor regulations existing

from time to time there under insofar as applicable. The City will treat unit employees under Section 7 (k) of the Fair Labor Standards Act.

No time not worked shall constitute hours worked for Fair Labor Standards Act purposes except as follows. Vacation Leave or Personal leave, excluding pay out of ~~\*Vacation or Personal~~ Leave hours for approved emergency situations, or in the case of termination, shall count as hours worked. Use of any Sick Leave or Long Term Medical Leave as described in Article 7 and Article 39 of this document shall not be counted as hours worked.

All hours worked by employees, and all straight time compensation and overtime compensation will be recorded, calculated and paid on the basis of actual hours ~~worked in pay periods and work periods~~. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act and the above referenced regulations. The manner of record keeping shall be at the City's discretion.

Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of management.

A Kelly Day, consisting of twenty-four (24) hours off duty, will be scheduled for each 56-hour member at a rate of six (6) 24-hour periods per twelve-month period.

Kelly Days will count as hours worked for overtime computation purposes.

Upon ratification of this agreement unit members will be afforded the opportunity to work-back on their assigned Kelly Day if the daily minimum staffing for their shift would require either a 12 or 24 hour overtime person. Should the unit member choose to work-back on their Kelly Day they will be paid an additional 12 or 24 hours of pay based upon their base hourly rate. It shall remain the decision of management to utilize personnel to fill any overtime position and it shall be the choice of the unit member to accept any offer to work-back an assigned Kelly Day. Unit members may only be offered to work-back on their assigned Kelly Day. No more than six Kelly Day work-back opportunities will be offered to any one unit member in a 12 month period.

With regards to the scheduling of Vacation or Personal Leave; the City agrees to maintain the existing process of awarding such Leave and that under the staffing levels in place at time of ratification, no more than three positions would be made available for use of scheduled Vacation or Personal Leave. In the case where a Kelly Day is scheduled, a total of four 56-hour personnel may be off at any one time. If more than one person is scheduled on Kelly Day, management will reserve the right to reschedule the Kelly Day to another available position

within the current Kelly Day period. In any case, no more than four 56-hour personnel may be scheduled for Kelly Day or Vacation or Personal Leave at any given time. Management reserves the right to schedule all leave.

ARTICLE 18

PROMOTIONAL OPPORTUNITIES

It is the policy of the Winter Park Fire Department to consider its own employees for promotional opportunities in employment prior to considering outside applicants.

The procedure relating to promotional opportunities is as set forth in the Winter Park Personnel Policy Manual and the Winter Park Civil Service Code.

In an effort to maintain adequate levels of personnel in all grades it will be the responsibility of the City to initiate the selection process for the positions of Engineer and Lieutenant within 90 days of the creation of such vacancies, filling said vacancies as soon as possible upon certification of the promotional lists by the Civil Service Board.

Nothing in this agreement shall prohibit the Winter Park Fire Department from hiring an outside applicant for any position, if, in the sole discretion of the hiring authority, no employee applicant possesses the necessary qualifications, credentials and skills for the position. All selection decisions made under this article shall be made at the sole discretion of management.

ARTICLE 19

GRIEVANCE AND ARBITRATION PROCEDURE

Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

A "grievance" is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims, which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by a representative of the City, which results at a later time in the action which is the subject of the grievance. In any case in which a grievance is presented to the City without the Union's knowledge, and that fact is known to the City, the City shall within one (1) business day forward a copy of the grievance to a member of the Union's Executive Board.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or the Union, within ten (10) calendar days following receipt of the answer in the first step, may forward it to the Battalion Chief assigned to the



grievant's shift at the time of occurrence of the facts giving rise to the grievance. The Battalion Chief shall, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Battalion Chief shall notify the aggrieved employee in writing of the decision not later than ten (10) calendar days following the meeting date.

Step 3: If the grievance is not fully resolved at the second step, the aggrieved employee or Union may forward the written grievance to the Fire Chief within ten (10) calendar days of receipt of the answer provided in Step 2. The decision of the Fire Chief shall be determinative of the grievance. The City shall notify the aggrieved employee and the Union of the Fire Chief's decision within ten (10) calendar days following the meeting.

#### ARBITRATION

If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the Fire Chief's decision in Step 3, may give to the Fire Chief, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the arbitrable issues.

Within fourteen (14) calendar days from receipt of such notice, the parties shall meet to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within fourteen (14) calendar days, jointly request a list of nine (9) qualified arbitrators. For each individually claimed grievance process and beginning with the Federal Mediation and Conciliation Service (FMCS), the City and the Union agree to alternate the use of arbitration services between the American Arbitration Association (AAA) and the FMCS. The use of any arbitration service will be limited to only one of the two aforementioned services.

Once the specific service agency is selected, the Union and then the City will alternately eliminate one at a time from said list of names or persons not acceptable until only one remains and this person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations.

As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing. The expense of the arbitration, including the fee and expenses

of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure, and shall include a copy of this agreement.

The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement, by statute or otherwise to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.

No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other case.

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received during the period for which the back pay was awarded.

In settlement or other resolution of any grievance resulting in retroactive adjustment, including back wages, such

adjustment shall be limited to a maximum of thirty (30) calendar days prior to the date of the filing of the grievance at Step 1.

The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

It is agreed, with respect to this grievance and arbitration procedure, that:

A. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ~~seven (7)~~ ten (10) calendar days after knowledge of a final decision which ~~will or may result results~~ in the ~~adverse personnel~~ action which is the subject of the grievance.

B. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph A above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A

grievance which is for any reason not advanced to Step 2, Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step, and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

C. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the Fire Chief.

D. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

E. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

1. a complete statement of the grievance and facts upon which it is based;
2. the section or sections of this agreement claimed to have been violated; and
3. the remedy or correction requested.

F. Unless mutually agreed, all grievance hearings will be during working hours.

G. Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit, it may describe the unit generally.

H. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.

I. Nothing in this agreement shall prohibit the presence of a Union representative at Steps 1, 2 or 3 of this procedure.

ARTICLE 20

HUMAN RIGHTS

The parties agree that the race, color, sex, national origin, religion or marital status of one or more unit employees shall not be a basis for the application this agreement.

ARTICLE 21

PHYSICAL FITNESS

All unit employees shall be and remain at all times physically able to effectively, quickly and safely exercise all duties related to fire suppression and fire rescue. The City shall have the right to implement and enforce this article by conducting annual, job-related physical examinations of all unit personnel (to be performed by a licensed medical doctor of the City's choice at the City's expense), by setting physical skill, strength, agility and endurance standards as set forth in NFPA 1582 (2000 edition) and by determining by such annual physical examinations whether such standards are met by each unit employee.

The City and the Union shall maintain a Physical Fitness Peer Review Committee. Two employees will be selected by the Union and two by the Fire Chief. Terms shall be for no more than one year, selected annually. Individuals may serve more than one term. The Fire Chief shall designate a fifth non-voting member to the Committee to serve as the moderator. The Peer Review Committee will meet on a quarterly basis for the purpose of monitoring the progress of the department's fitness program, and as needed to evaluate individual employee situations. The City and the Union agree that the additional



responsibilities of the Peer Review Committee shall be further outlined in Standard Operating Guideline 100.09. All functions of the Peer Review Committee shall be exclusively advisory in nature. The City further agrees to negotiate any substantial changes to Standard Operating Guideline 100.09

ARTICLE 22

APPENDICES AND AMENDMENTS

Appendices and amendments of this agreement, if any, shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this agreement.

ARTICLE 23

VACATION LEAVE / COMPENSATORY TIME

For Fiscal Year 2011 All permanent, full-time employees shall earn vacation leave. Temporary and part-time employees, if any, shall not be eligible to earn or accrue vacation leave. Employees are eligible to use accrued vacation leave after six months from date of hire. Vacation is provided at the following annual rates:

All "A" UNIT Members:

<u>Minimum Length Of Service</u>	<u>Vacation Hours</u>
1 year	216
2 years	228
3 years	240
4 years	252
5 years	264
6 years	276
7 years	288
8 years	312
9 years	324
10 years & over	336

All "B" UNIT Members

<u>Minimum Length Of Service</u>	<u>Vacation Hours</u>		
	<u>Lieutenants</u>	<u>Fire Inspector</u>	<u>Fire Marshal</u>
1 year	216	80	80
2 years	228	88	88
3 years	240	96	96
4 years	252	104	104

5 years	264	120	120
6 years	276	128	128
7 years	288	136	136
8 years	312	144	144
9 years	324	152	152
10 years & over	336	160	160

Newly hired employees starting to work on or before the 15th of the month will accrue vacation leave for that month. Employees starting to work after the 15th of the month begin accruing vacation leave the following month.

The maximum number of vacation hours which can be accumulated is 672 for unit members who work a 56 hour shiftwork week; 480 for unit members who work a 40 hour shiftwork week. Any vacation time earned in excess of the hours indicated in this article, which is not taken before the end of a fiscal year, is forfeited and lost as of the beginning of the next fiscal year.

Vacation leave shall not be authorized prior to the time it is earned and credited to the employee. On reasonable notice, the City may require an employee to use any part of his accrued vacation leave for vacation purposes. The minimum charge for vacation leave shall be units of one hour.

Payment for earned unused vacation leave, other than at layoff or termination, will be granted only under extraordinary circumstances and only with the approval of the City Manager or

his/her designee. Such approval will only be granted if there is a documented severe financial hardship. The employee requesting payment must submit the request in writing along with sufficient supporting information to document the hardship. The employee must have enough accrued vacation to leave a minimum of one (1) week in his or her accrual. The request cannot exceed 120 hours for 40 hour employees or 168 hours for 56 hour employees. No more than one request will be approved for any 12-month period.

Employees who terminate their employment in FY 2011 only and not thereafter will be paid at straight time to a maximum of 672 hours for 56 hour unit members and 480 hours for 40 hour unit members for unused but earned vacation leave upon layoff or termination from the employment of the City, except that an employee who resigns must give two weeks' written notice of resignation prior to his last day of work in order to receive such payment and will forfeit such payment by failure to meet this condition. In the event of death of an employee with earned but unused vacation leave, payment for such earned leave shall be made at straight time to the employee's beneficiary, personal representative or estate or as provided by the law of Florida.

Compensatory Time: The maximum number of compensatory hours which can be accumulated by "A" Unit members is 168; for "B"

Unit members who work a 56 hour shift, 168 and for "B" Unit 40  
hour employees, 120.

ARTICLE 24

SAVINGS

If any article of this agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any Court or other tribunal having jurisdiction of the parties and this agreement, such ruling shall not invalidate the remaining articles and portions of articles of this agreement.

ARTICLE 25

SALARIES

The City agrees to pay base compensation to all unit employees after the date of full ratification of this Agreement at their base rates on that date.

For FY ~~2010-2011~~only, the Union agrees to a freeze in the step pay attached hereto as Appendix A. There will be no anniversary increases during FY~~2010~~ 2011.Upon ratification of this agreement, any unit member who received an increase in base compensation during FY 2011 will have his base compensation returned to the rate of pay in effect on September 30, 2010.

On October 1, 2011 all unit members will receive an increase in base compensation of two percent (2%). The twelve steps of the attached step pay plan (Appendix A) will be adjusted by the increase of two percent (2%) but will otherwise continue to be frozen for the duration of FY 2012. Unit members who are "topped out" will receive the two percent (2%) increase. There will be no anniversary increases during FY 2012.

Should the City during FY 2012 provide any non merit-based percentage cost of living increases to all City employees other than unit members which exceeds two percent (2%), the excess percentage will be granted to unit members in the next full pay period following the effective date of the increase.



Beginning October 1, 2012 the performance of all unit members will be evaluated utilizing the employee performance appraisal system referred to in Article 40. Upon their designated anniversary date during FY 2013, each unit member not at his maximum salary point will be eligible to receive an increase in base compensation of up to 2.5%. Any unit member at his maximum salary point shall be eligible for a one percent (1%) top out bonus (not part of base compensation).

The City and the Union also agree that the aforementioned Appendix A, otherwise known as the step plan, will sunset on September 30, 2012 and will be replaced with Appendix B which will contain only the minimum and maximum salary amounts for each position. In addition, unless otherwise negotiated, the new position minimum and maximum amounts will be those in place at the beginning of FY 2013. Both parties agree that Appendix B will be established and in effect on October 1, 2012.

Unit members who are promoted from the classification of Firefighter to Engineer or from Engineer to Lieutenant will receive an increase in base compensation equal to 9%, rounded up, as necessary, to the next step in Appendix A. Beginning on October 1, 2012 promotions from Firefighter to Engineer and from Engineer to Lieutenant will receive an increase in base compensation of 10%.

Unit members who are promoted from the classification of Firefighter to Lieutenant will receive an increase in base compensation equal to 9%, rounded up, as necessary, to the next step, plus one additional step, in Appendix A. Beginning on October 1, 2012 promotions from Firefighter to Lieutenant will receive an increase in base compensation of 13%.

Any promotion which results in a base compensation increase of more than 15% will change the affected member's annual evaluation date to the date of promotion. All other unit members who are promoted will retain their current annual evaluation date.

Except as otherwise provided in this article, no~~All increases in compensation of unit employees shall take effect only within the steps and grades of the pay plan in Appendix A. No such~~ will be promised or given which would result in an employee's base compensation being above the ~~final step in the highest grade in Appendix A~~ maximum salary for his position.

At no time during the duration of this agreement will any unit member be paid base compensation above the maximum amount indicated on Appendix A during its remaining existence (except as otherwise provided in this article) or above the maximum compensation listed for each position for FY 2013 in Appendix B.

ARTICLE 26

INCENTIVE COMPENSATION

The parties agree that the City will pay, annually, as incentive compensation, the following amounts to unit personnel, other than probationary employees, who have been continuously employed by the City in the unit for one calendar year and have obtained the following academic credentials.

1. Associate's Degree: \$390.00 per year;
2. Bachelor's Degree: \$520.00 per year.

Such incentive compensation, once earned, shall be paid in equal amounts per pay period commencing in the pay period after the incentive is fully earned. In order for an employee to be eligible for this incentive, the course of study and the degree must be among those approved by the State of Florida as being job related.

The parties further agree that the City will continue to pass on to eligible unit employees the educational incentives authorized by the State of Florida and administered by the State of Florida Bureau of Fire Standards and Training. These incentives will be disbursed in the amounts and at the times as prescribed by State guidelines as issued from time to time. The Union acknowledges that such guidelines may be changed unilaterally by the State of Florida from time to time at the

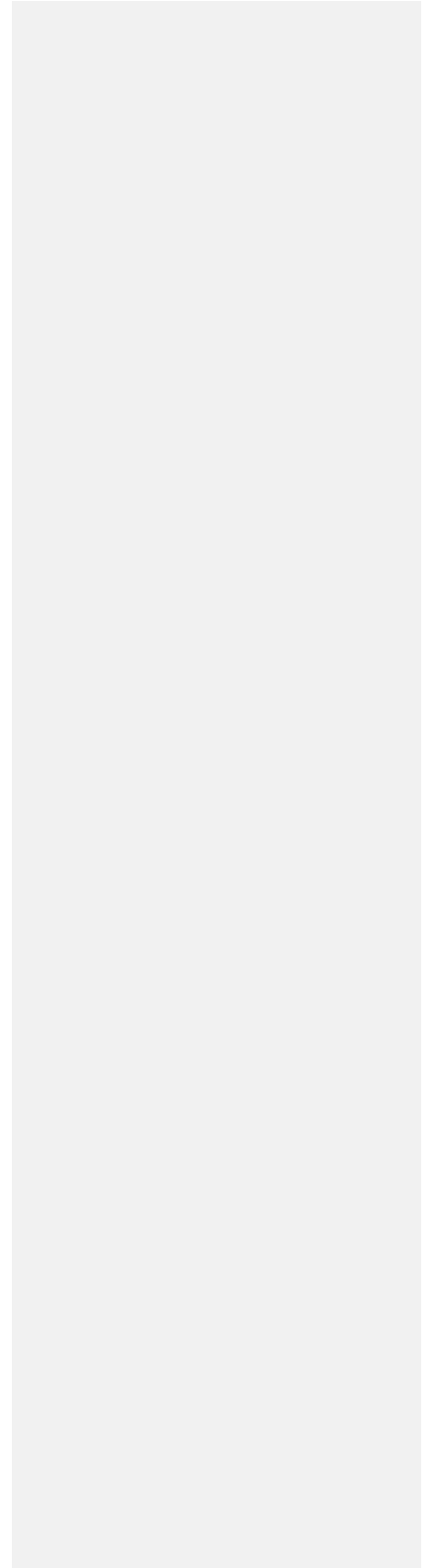
discretion of the State. The City will continue to process the necessary forms to continue disbursement of these incentives so long as such incentives are provided by the State of Florida.

However, nothing in this paragraph shall obligate the City to pay such incentives from its own funds.

Transport Incentive: The City will pay as incentive compensation one dollar and fifty cents (\$1.50) per hour for paramedics and EMT's assigned to a rescue/transport unit.

Paramedic Preceptor Incentive: Unit members who are selected by the Department as ~~Field Training Paramedics~~Paramedic Preceptors will be compensated an additional \$35.00 per pay period of service, not to exceed \$910 annually.

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ARTICLE 27

MANDATORY LEVELS OF TRAINING

The City shall continue to maintain mandatory training requirements for all entry-level firefighters EMTs and Paramedics.

All newly employed firefighters will be classified as Probationary regardless of the level of medical certification. In addition to producing a satisfactory employee annual appraisal report, a Probationary Firefighter must successfully complete all monthly requirements as set forth by the Department, the Fire Department street familiarization tests, and the Company Fire Inspector Program, in order to successfully complete their probation period.

During the second twelve months of employment all Firefighters must successfully complete the Equipment Operator/Pump Operator Program and all requirements as set forth by the Department for all Firefighters during their second twelve months of employment.

Employees classified as Firefighter shall have twelve (12) months from their first workday in such classification to complete their probation. Completion of all such training programs within the time specified shall be a condition of further employment. Failure to complete such training programs

as required by this Article shall be conclusive grounds for termination of employment. The City may, at its sole discretion, grant an additional six (6) months to complete such training programs, if the City believes special circumstances exist justifying such extension. Normally, such circumstances will be limited to an affected employee not having had, due to illness or injury, the full twelve (12) months within which to complete the required training programs.

ARTICLE 28

ADDITIONAL COMPENSATION FOR WORK IN HIGHER CLASSIFICATION

The City agrees to pay to any unit employee who temporarily assumes and occupies the position and duties of a shift lieutenant engineer or shift commander additional compensation, consisting of 1.10 times the base rate of such employee for each hour worked.

In no event will the additional compensation earned and paid hereunder exceed the per-shift or per-day base compensation of the individual whose position is temporarily assumed and occupied hereunder.



ARTICLE 29

DETAIL PAY

The City, for the term of this agreement, shall continue its practice of establishing hourly rates of compensation for detail pay. Detail pay, to the extent collected by the City, shall be paid to the entitled unit employees at the hourly rate or rates as established by the City from time to time.

ARTICLE 30

COMPASSIONATE LEAVE BANK

The Parties agree to establish Compassionate Leave Bank (Bank). The Bank shall operate in strict compliance with the language of this article.

The Bank is available to all unit employees, who must elect in writing to participate: those who so elect are participants. The Bank furnishes benefits equivalent to medical absence leave for participants who experience personal injury or illness (including without limitation, personal injury or illness caused by or related to pregnancy or maternity) and for such reason are unable to perform the essential functions of their assigned positions and therefore desire time off after the expiration of all other forms of paid leave, such as, but not limited to, medical absence leave, annual leave, personal leave and compensatory leave. The Bank is not available for any other purpose. The Bank shall operate in strict compliance with the language of this policy.

The City Human Resources Manager will administer the Bank. ~~The City and~~ will keep the only official records of all hours in the Bank and all hours granted to and used by participants.

~~A Compassionate Leave Bank Advisory Committee (Committee)~~  
The department's Fitness Peer Review Committee identified in

Article 21 will be responsible for reviewing requests for benefits made by all unit members. ~~The Committee will consist of three City employee members serving three year terms. One member is selected by the Union, one by the Fire Chief, and one by the City Manager.~~

#### Eligibility to be a participant

The following requirements must all be met for a unit employee to become and remain a participant.

1. Participants shall be unit employees of the Winter Park Fire Department with a minimum of six months continuous at the time of election to participate.

2. Each participant must elect in writing to be a participant between December 1 and December 15 of each year. There will be no exceptions to this, except: (1) otherwise eligible unit employees may elect in writing to be participants for 14 calendar days following full ratification of this Agreement; (2) newly hired unit employees may so elect for a 14 calendar day period immediately following 6 months of continuous employment.

3. Participants must have accrued the following minimum amounts of medical absence leave hours as of the sixteenth day of September occurring before making the election.

#### 56-hour employees

6-12 months (\*1) = 84 hours      12-24 months = 168 hours  
24-35 months = 252 hours      36-48 months = 336 hours  
Over 48 months = 420

40-hour employees

6-12 months = 60      12-24 months = 120  
24-36 months = 180      36-48 months = 240  
Over 48 months = 300

*(\*1) Months as used in 3., 4., and 5. Under Eligibility, etc. means months of continuous service as a unit employee.*

4. 56 hour participants with 12 months or more service as of the date of their election shall contribute (\*2) 48 hours of accrued medical absence leave.

Participants with 6-12 months of service as of the date of their election shall contribute 24 hours of accrued medical absence leave. Such participants who only contributed 24 hours to enroll will be assessed the additional 24 hours on the succeeding December 16, in addition to the annual uniform assessment.

5. 40-hour participants with 12 months or more service as of their date of election shall contribute 32 hours of accrued medical absence leave. Participants with 6-12 months of service as of the date of their election shall contribute 16 hours of accrued medical absence leave. Such participants who only contributed 16 hours to enroll will be assessed the additional

16 hours on the succeeding December 16, in addition to the annual uniform assessment.

6. Employees with less than the required amount of hours at the date of their election may become participants, but will only be eligible for a total benefit that is twice their accrued amount of medical absence leave as of the date of such election. Such participants donate the required number of medical absence leave hours as stated in Section 4 & 5 above. Such participants, upon accrual of the hours of medical absence leave required in 4 & 5 shall be eligible as other participants.

*(\*2) Contributions shall be simultaneous with elections, except under Limitations, first paragraph, under which the contribution shall take effect automatically upon accrual of the required 168/120 hours*

7. All participants will be uniformly assessed additional medical absence leave hours each year beginning January 2 so as to maintain the balance of hours in the Bank at amounts equal to 48 times the amount of 56 hour members, plus 32 times the amount of 40 hour members. The assessment will take place on that date or the first business day after it if January 2 is a holiday, Saturday or Sunday. The assessment shall be in amounts sufficient in the committee's sole discretion to maintain or exceed the above-mentioned minimum balance.

Request for Benefits/Criteria for Award

Participants who experience a personal injury or prolonged illness as defined herein, and who have used all available paid leave except for one shift of vacation leave (8 hours for 40 hour members or 24 hours for 56 hour members) may request benefits. Requests for benefits shall be made directly to the Fire Chief Human Resources Manager. ~~Any participant who requests benefits shall simultaneously provide detailed certification of his/her condition from a medical doctor to the Committee~~ Benefits will not be granted unless the personal injury or illness is the sole reason the participant is unable to perform the essential functions of his/her assigned position.

All requests for Compassionate Leave benefits shall be forwarded by the Human Resources Manager to the Peer Review Committee for review. A decision shall be made whether to award benefits to the requesting participant within 7 calendar days of receipt of the request by the ~~Committee~~ Human Resources Manager.

The Committee has the authority, in its sole discretion, to require medical information satisfactory to it, and may defer consideration until such information is furnished.

In all cases, it is the participant's exclusive responsibility to furnish such information.

If the Committee receives with a request for benefits written evidence satisfactory to it that a participant will be unable to perform the essential functions of his/her assigned position solely because of personal injury or illness, as defined herein, as opposed to any other cause, following the expiration of all other available paid leave, it will grant benefits subject to the remaining provisions of this article.

Benefits will not be granted unless the personal injury or illness renders such participant unable to perform the essential functions of his/her assigned position.

A participant may appeal the decision of the Committee to the City Manager within ten business days after being denied benefits. The City Manager shall have total and exclusive discretion to grant or deny benefits. The City Manager's decision in such regards shall be final.

#### Withdrawal of Benefits

After approval by the Committee of a request, a participant (other than as described in 6. above) may withdraw up to 240 hours for 56 hour members / 160 for 40 hour members.

If grounds exist, such a participant may request additional hours up to a total of 1456 hours for 56 members / 1040 for 40 hour members, which amounts shall be the maximum amounts allowed per participant. Additional hours shall be issued in blocks of no more than 240 and 160 hours respectively.

#### Limitations

A participant who has used the maximum medical absence leave hours specified immediately above (1456/1040) shall not be eligible for any additional benefits until such participant has accrued 168 hours for 56 hour employees / 120 hours for 40 hour employees of medical absence leave and contributed an additional 48 hours for 56 hour employees / 40 hours for 40 hour employees.

Medical absence leave that has been contributed to the Bank may not be removed for any reasons other than those described in the Withdrawal of Benefits section of the Article.

Participants are not eligible for the return of and will not receive payment for any contributed medical absence leave hours upon termination of employment with the City, regardless of whether termination was voluntary or involuntary, and regardless of the reasons for termination.

Any time off taken pursuant to this article shall be counted toward the participant's entitlement to any unpaid disability leave provided in the City's Personnel Policy Manual.

All terms and conditions regarding said unpaid leave - including, without limitations provisions regarding the non-accrual of medical absence leave and vacation leave, non-payment for holidays, and responsibility for payment for group health insurance payments - shall apply to time off taken pursuant to this article.



Participants may not withdraw benefits for any period simultaneously covered by workers compensation or long-term disability payments provided however that a participant out on workers compensation of a period exceeding thirty (30) days may withdraw hours each pay period to cover all deductions and the difference between the workers compensation pay and their average net pay. The average net pay will be calculated using the same thirteen-week period on which workers compensation pay was calculated. Under no circumstances will the use of compassionate leave be allowed to enrich the participant beyond what they would earn if working.

The employee may continue to use the Bank until one of the following occurs: (1) he reaches the maximum limit of hours available as defined in this policy under Withdrawal of Benefits; (2) he returns to work; or (3) he reaches MMI (Maximum Medical Improvement).

Nothing in this Article affects the right of the City to terminate the employment of any participant who exhausts all paid leave and all benefits under this article and who remains unable to perform the essential functions of his/her assigned position.

Beginning October 1, 2011 all hours noted will be adjusted to reflect those available in the Personal Policy Manual Section 5.08.

The City shall have the right to terminate benefits hereunder in cases in which the criteria for benefits are not met or cease to be met.

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ARTICLE 31  
UNIT TIME POOL

The City agrees to establish a unit time pool utilizing unit approved mandatory donated hours derived from vacation hours accrued by unit members. The time is to be used by the unit's executive board or those members designated by the president for the purpose of attending conferences, seminars, unit meetings, conventions and other functions not covered by City administrative time, as deemed necessary by the president.

The time pool shall require the donation, as previously approve by unit members, of five (5) vacation hours by unit members initially to establish the pool. Subsequent donations shall be required only to maintain the pool at the established level of 225 hours, when those hours drop to 120 hours or below. New unit members will not be assessed until the first reassessment period following their becoming a unit member.

When time is required for the above mentioned purposes, the president shall submit to the chief or his/her designee the required form specifying the number of hours needed for any member of the executive board or his/her designee. The chief or his/her designee will submit the required form to the department's administrative assistant for forwarding to payroll. The president will submit a letter to the Chief or his/her

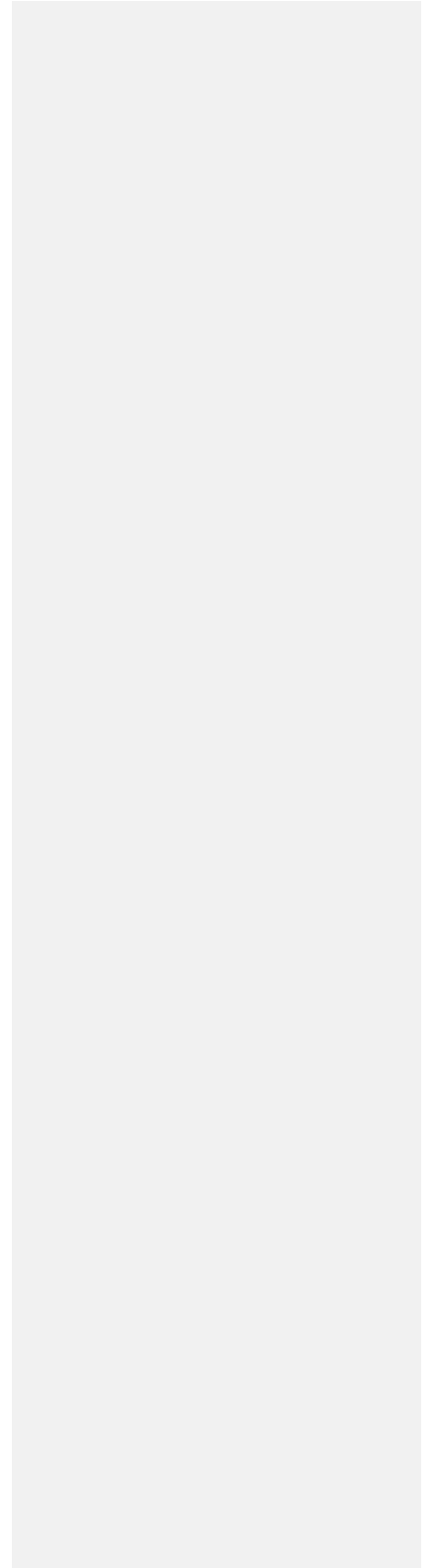
designee to replenish time pool hours as needed to maintain established levels.

Unit members have the option of donating greater than the five (5) hours of mandatory time required by this article.

If the need for time pool hours necessitates the use of overtime personnel, then those hours required will be deducted from the pool by the City. Pool hours will be charged on an hour-for-hour basis to a total of 36 hours per unit member, per event.

Example: Unit member A is approved to use 24 pool hours to attend a meeting out of town and an overtime person is required to meet minimum staffing which was caused by the use of the pool hours. The Union Time Pool will be charged 24 hours for member A and 12 hours for the overtime person for a maximum of 36 hours. If no overtime person is required, only those hours needed to cover member A would be deducted. This formula will apply to each individual approved for pool hour use.

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ARTICLE 32

EXEMPT EMPLOYEE BONUS PACKAGE

The parties agree that, during the term of this agreement, the lieutenants, fire marshal and fire inspectors will receive the exempt employee bonus package, which is granted to and received by all City employees who are exempt employees under Section 13(a)(1) of the Fair Labor Standards Act.

With regard to the portion of the Incentive Package referred to as the ICMA 457 account incentive, the City agrees to match employee contributions to the plan up to the budgeted percentage for each Fiscal Year for exempt employees. For FY 2011, this is 2%.

ARTICLE 33

DRUG TESTING

The City and the Union agree that substance abuse at any level in the organization is detrimental to the safety and work performance of all employees. To help ensure that the community can feel confident that the City is providing a drug free workplace, the Union agrees that the City may continue to require drug testing of unit members. Such testing will be in accordance with the requirements of Section 440.102, Florida Statutes ("Section 440.102").

The City agrees to allow the Union to review all testing procedures under its control upon reasonable request to assure confidence in the integrity of the process. Specimen collection, to the extent of City control of the process, will be performed with due regard for employee privacy.

In the event a unit member eligible to do so has a portion of a specimen retested by a second laboratory, as allowed under Section 440.102(5)(g), Florida Statutes, 1999, if that test is positive, it shall be at the unit members expense, if negative, at that of the City.

Testing of unit members will take place at the following times: 1) annually, during and as part of the unit member's annual medical examination; 2) post accident, when the unit

member is involved in any accident occurring within the scope of employment with the City which results in physical injury or property damage in excess of \$1,000; or 3) at any time in response to reasonable suspicion as defined in Section 440.102. At no time will unit members be subject to random testing. The City will be responsible for the costs incurred for all required drug testing.

Any unit member subjected to testing for any post-accident event, or in response to reasonable suspicion will be assigned to duties which do not include driving/operating any apparatus until such time as the test is confirmed. If accommodations cannot be made to reassign the member to a position where they are not driving/operating apparatus, the member shall be reassigned to administrative duties as determined by their supervisor.

Any unit member who receives a confirmed positive test will, for the first such offense, be required to participate in an Employee Assistance Program (EAP) and will be suspended from duty without pay for a period not to exceed 48 hours for 56 hour employees and 40 hours for 40 hour employees. In addition, follow up testing will be conducted in accordance with F.S 440.102 Section (4)(a)(4). Refusal to participate in the full EAP and follow-up testing will be conclusive grounds for discharge. At any time during the remainder of such unit



member's employment with the City, a second confirmed positive test would result in discharge.

The Union agrees that at any time, including for a first such offense, should a unit member receive a confirmed positive test for a controlled substance contained in the inventory of medications used by the City in the provision of emergency medical services, the unit member will be discharged unless the unit member can establish that such substance was taken pursuant to a current lawfully given and received prescription.

ARTICLE 34

EDUCATIONAL ASSISTANCE

The City of Winter Park encourages unit members to continue developing and improving their skills for their current job and to prepare for promotional opportunities and advancement in their chosen career path. Therefore, unit members shall be eligible for educational assistance as described in Section 6.10 of the City of Winter Park Personnel Policy Manual.

In addition to the financial assistance offered under this policy, the City agrees to supplement the reimbursable amount approved in Section 6.10 by an additional \$500 each year, beginning on October 1.

The City and the Union agree to make reasonable effort to utilize local educational institutions for the purpose of meeting the training needs of the agency. The City will have the right to recruit advanced training opportunities for unit members and when not available, shall approve opportunities outside the immediate area.

In addition to the educational reimbursement benefits available in Section 6.10, the City of Winter Park will, when funding is available, sponsor selected unit members to training for State Paramedic certification training. Unit members who

are selected to participate by the City shall agree to all policies of the Paramedic Training Sponsorship Program.

Upon receipt of state of Florida paramedic certification, any reclassification of pay will be based upon position availability as a paramedic. It will be the responsibility of the City only to offer such sponsorships when paramedic positions are available; however no guarantee is made to the reclassification of any unit member sponsored under this program.

~~In addition, beginning in calendar year 2008 the~~The City agrees to support the attendance of two (2) unit members to the IAFF Redmond Firefighter Health and Safety Symposium and the Fire Department Instructors Conference (FDIC). Attendees at these events will receive those benefits identified in SOG 430.02 for a Class "A" training event. The city also agrees to follow the City Personnel Policy manual for any conference related expenses for these events. To receive this benefit, unit members will be recommended by the Union Executive Board with final approval made by the Fire Chief. All applications for attendance must be filed in time to receive the maximum discount for early registration to the event. The City reserves the right to select additional unit members over and above the two unit members approved under this Article to attend these events. Any additional Unit members who attend these events

will be required to apply under the current City Personnel Policy for conference attendance.

ARTICLE 35

PENSIONS

The defined benefit plan applicable to unit employees covered by it ("members") will be changed in the following respects.

1. No interest will be paid to members on refunds of accumulated contributions in the event of termination of employment with the City for any reason, voluntary or involuntary.

2. The cost of living adjustment ("COLA") applicable to members whose employment with the City terminates for any reason, voluntary or involuntary, prior to early or normal retirement eligibility with at least ten years of credited service is eliminated effective October 1, 2011. As to such members, retirement benefits are not payable until such member reaches the age of fifty-five years.

The City and the Union agree to seek any required cooperation from any Pension Board or like entity which may be necessary to effect the foregoing changes.

ARTICLE 36

EMERGENCY DEPLOYMENT COMPENSATION

The City agrees to offer compensation to those unit members who are deployed as a result of the City's participation in the State of Florida Mutual Aid Agreement. Deployment compensation will be paid in the following manner;

Upon notification by the State of Florida to the City of a request for resource assistance, a unit member assigned to deploy, or to back-fill a vacated position, will be compensated for those hours which are reimbursable under the guidelines of the Federal Emergency Management Agency (FEMA). The City will calculate those hours worked by the unit member and compensate for all hours worked under the Fair Labor Standards Act (FLSA).

Unit members not on-duty at the time of the deployment activation will be compensated from the time of confirmed response.

ARTICLE 37

MEDICAL ABSENCE LEAVE CONVERSION

Effective October 1, 2011 the City agrees to a one-time conversion of all unit members' accrued Medical Absence Leave hours, converting 10% of the accrued Medical Absence Leave hours as of September 30, 2011 to the unit members newly created Personal Leave account. All remaining Medical Absence Leave hours will be transferred to the unit members newly created Long-Term Medical account. Any hours transferred to the unit members Long-Term Medical account in excess of the maximum amount noted in Article 7 of this agreement will be forfeited.

ARTICLE 38

PERSONAL LEAVE

Beginning October 1, 2011 all permanent, full-time employees shall earn Personal Leave as prescribed in the Personnel Policy Manual Section 5.05. Temporary and part-time employees, if any, shall not be eligible to earn or accrue Personal Leave. Employees are eligible to use accrued Personal Leave after six months from date of hire. Personal Leave is provided at the following annual rates:

All 56-hour UNIT Members:

<u>Minimum Length Of Service</u>	<u>Personal Leave Hours</u>
1 year	272
2 years	284
3 years	296
4 years	308
5 years	320
6 years	332
7 years	344
8 years	358
9 years	380
10 years & over	392

All 40-hour Members

<u>Minimum Length Of Service</u>	<u>Personal Leave Hours</u>	
	<u>Fire Inspector</u>	<u>Fire Marshal</u>
1 year	120	120
2 years	128	128



3 years	136	136
4 years	144	144
5 years	160	160
6 years	168	168
7 years	176	176
8 years	184	184
9 years	192	192
10 years & over	200	200

Newly hired employees starting to work on or before the 15th of the month will accrue Personal Leave for that month. Employees starting to work after the 15th of the month begin accruing Personal Leave the following month.

Beginning October 1, 2011 the maximum number of Personal Leave hours which can be accumulated will be 672 for unit members who work a 56 hour work week; 520 for unit members who work a 40 hour work week.

On October 1, 2011 any unit member's Personal Leave accrual amount which meets the maximum amount of 672 hours for 56 hour members and 520 hours for 40 hour members will have the opportunity to sell-back at straight time no more than 10% of his total hours; and any 56 hour member who has an accrual balance of 600 hours or a 40 hour member who has an accrual balance of 470 may sell-back at straight time no more than 5% of his total hours. All sell-back hours will be paid during the first pay period in November. Any other Personal Leave earned in excess of the hours indicated in this article, which is not taken before the end of a fiscal year, or paid out as a part of

the sell-back formula is forfeited and lost as of the beginning of the next fiscal year.

Personal Leave shall not be authorized prior to the time it is earned and credited to the employee. On reasonable notice, the City may require an employee to use any part of his accrued Personal Leave. The minimum charge for Personal Leave shall be units of one hour.

Payment for earned unused Personal Leave, other than at layoff, termination or under the sell back provisions in this article will be granted only under extraordinary circumstances and only with the approval of the City Manager or his/her designee. Such approval will only be granted if there is a documented severe financial hardship. The employee requesting payment must submit the request in writing along with sufficient supporting information to document the hardship. The employee must have enough accrued Personal Leave to leave a minimum of one (1) week in his or her accrual. The request cannot exceed 120 hours for 40 hour employees or 168 hours for 56 hour employees. No more than one request will be approved for any 12-month period.

Employees will be paid at straight time to a maximum of 672 hours for 56 hour unit members and 520 hours for 40 hour unit members for all unused but earned Personal Leave upon layoff or termination from the employment of the City, except that an

employee who resigns must give two weeks' written notice of resignation prior to his last day of work in order to receive such payment and will forfeit such payment by failure to meet this condition. In the event of death of an employee with earned but unused Personal Leave, payment for such earned hours shall be made at straight time to the employee's beneficiary, personal representative or estate or as provided by the law of Florida.

Use of Personal Leave: Unit members shall schedule the use of Personal Leave in accordance with agreed upon system of both annual and nominal scheduling with the unit members identified supervisor. Scheduling of Personal Leave for 56-hour members must be approved by a Battalion Chief or Division Supervisor a minimum of 48 hours in advance of the assigned work day; and 24 hours in advance for all 40-hour employees. In the case of 56-hour members, a supervisor may award the use of Personal Leave within 48 hours of an assigned shift if the approval will not force the use of overtime to maintain minimum staffing.

The first 40 hours of continuous Personal Leave (scheduled or unscheduled) used by a 40 hour unit member and the first 36 hours of continuous hours of Personal Leave (scheduled or unscheduled) used by a 56 hour unit member to be away from work for any personal illness shall be charged to Personal Leave. Absences extending beyond that time will be recorded in

accordance with the Long-Term Medical Leave absence policies in Article 7. Even if a unit member returns to duty, any Long-Term Medical Leave event which is identified by diagnosis of a physician and documented to the City shall be considered as one continuous event for the purposes of recording as Long-Term Medical Leave.

Example: Unit Member "A" is ill and uses 36 hours of Personal Leave immediately followed by 36 hours of Long-Term Medical Leave. After being cleared by his physician Unit Member "A" returns to duty for 48 hours. On the next duty day the unit member once again is ill and is diagnosed by his physician to have the same illness as was the cause of the first use of Long-Term Medical Leave. After providing a physician's note to the City the time off duty shall be considered one event for the purposes of recording the time as Long-Term Medical Leave.

Unscheduled Personal Leave: Unit members may choose to use Unscheduled Personal Leave for time away from duty for personal medical purposes. Unscheduled Personal Leave may also be used to make possible the employee's personal appointments with a physician or dentist when it is not possible to arrange such appointments for off-duty hours; such use of Unscheduled Personal Leave shall not exceed the time required to complete such appointments.

All 56 hour employees may use up to 56 hours, and all 40 hour employees may use up to 40 hours, per year of Long Term Medical Leave for paternity leave, adoption of a child, or the illness of an immediate family member. Long Term Medical Leave for family purposes can only be used following the use of 56 consecutive hours (40 hours for 40 hour employees) of Unscheduled Personal Leave for the same purpose. No more than a total of 112 hours (80 hours for 40 hour employees) of paternity leave will be available during any 12 month period. The minimum charge for all Unscheduled Personal Leave is one-half hour.

Compensatory Time: The maximum number of compensatory hours which can be accumulated by "A" Unit members is 168; for "B" Unit members who work a 56 hour shift, 168 and for "B" Unit 40 hour employees, 120.

ARTICLE 39

LONG-TERM MEDICAL LEAVE

Beginning October 1, 2011 the City shall grant to unit employee's Long-Term Medical Leave as described below, on the terms and conditions as below set forth.

Long-Term Medical Leave shall be granted to and shall be earned only by permanent, full-time employees. Long-Term Medical Leave shall be accrued at the rate of 9.33 hours per month for 56 hour employees to a maximum allowed accrual of 1,392 hours and at a rate of 6.67 hours per month for 40 hour employees to a maximum allowed accrual of 1,000 hours.

An employee who is unable to work due to illness shall notify his designated supervisor as early as possible prior to his scheduled reporting time, giving the expected period of absence. Such procedure shall be followed for each shift the employee is unable to work unless otherwise noted by a physician's note. Any employee who fails to notify the appropriate supervisor as above required within three calendar days following the shift missed by such employee will be considered as having resigned without notice.

Long-Term Medical Leave shall be used only in accordance with the City of Winter Park Personnel Policy Manual. Long-Term

Medical Leave shall not be authorized prior to the time it is earned and credited to the employee.

Long-Term Medical Leave use is authorized only in the event of the employee's personal illness, injury, or exposure to a contagious disease, which would endanger other employees.

When a unit member uses Long-Term Medical Leave, the City is responsible for determining to its satisfaction that an employee is too ill to work. The City may require an employee to present medical evidence from a licensed physician that the employee is physically not able to work.

No employee shall be paid under any circumstances for unused Long-Term Medical Leave. An employee who separates from City employment for any reason shall forfeit earned but unused Long-Term Medical Leave.

Long-Term Medical Leave Conversion Option: The City shall offer to all eligible unit members the option to convert a portion of a unit members accrued Long-Term Medical hours under the following situation. A 40-hour unit member who uses less than 40 hours of combined Unscheduled Personal Leave and Long-Term Medical Leave or a 56-hour unit member who uses less than 56 hours of combined Unscheduled Personal Leave and Long-Term Medical Leave has the option to convert a portion of his Long-Term Medical Leave hours to Personal Leave hours in accordance

with the formulas described in City Personnel Policy Manual Section 5.06 (E).

To be eligible for any conversion of Long-Term Medical Leave hours under this Article, the unit member must be employed by the City in a qualified position on December 31<sup>st</sup> of the prior calendar year and must have an accrued Long-Term Medical Leave balance of 160 hours for 40-hour members, and 224 hours for 56-hour members. Conversion of Long-Term Medical Leave will only occur once annually at a time determined by the City.



ARTICLE 40

EMPLOYEE APPRAISAL SYSTEM

During FY 2012, the City and the Union will work together on developing and implementing a new employee performance appraisal system. The new employee appraisal system, if agreed upon, will be implemented on October 1, 2012. If the parties do not reach agreement on a new system, the City will continue to use the existing employee appraisal system.

## ARTICLE 41

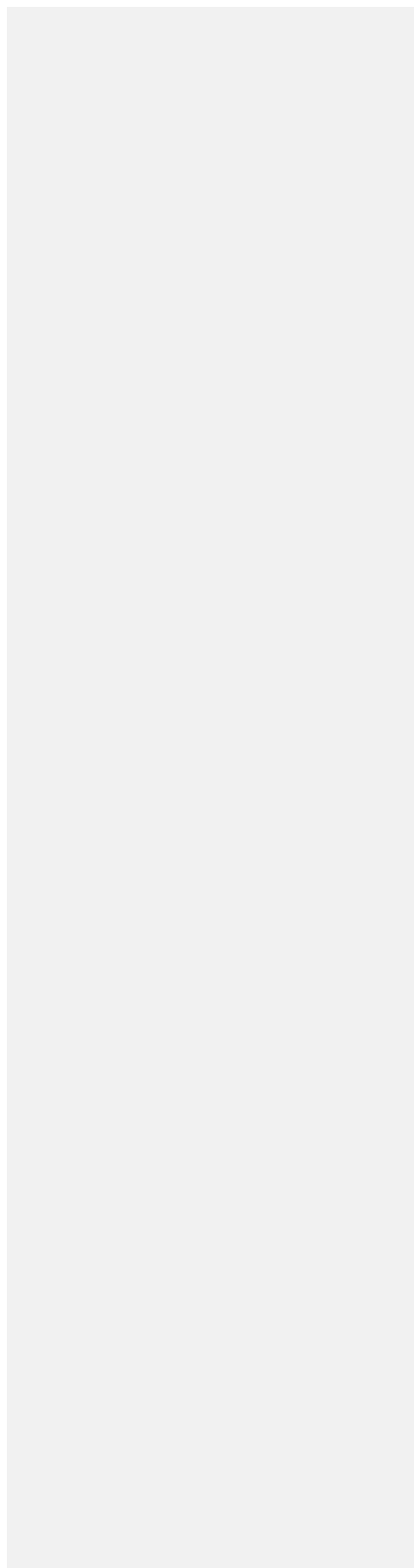
### DURATION

This Agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on ~~August \_\_\_\_\_, 2009~~October 1, 2010 and shall terminate on September 30, ~~2010~~2013. If either party wishes to bargain collectively before October 1, ~~2010-2013~~ for a new Agreement that party must give written notice to the other to that effect which must be received on or before ~~August~~June 1, ~~2010~~2013. If either party gives such timely written notice, then the initial proposals of each party must be presented and received on or before ~~September~~July 1, ~~2010~~2013. If timely written notice under this Article 41 is not given by one or both parties, this Agreement will continue in effect from fiscal year to fiscal year thereafter, except for the "re-opener" below.

This agreement may be reopened upon written notice by either the City or the Union during Fiscal Year 2012 and at no other time on Article 40 (Employee Appraisal System). This agreement may also be reopened upon written notice by either the City or the Union at anytime to discuss Article 35 (Pension). No other issues may be the subject of collective bargaining during the re-opener in the absence of mutual agreement in writing

between the City and the Union. During any such negotiations all provisions of this agreement shall continue in full force and effect unless and until new provisions are ratified in full.

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SIGNATURE PAGE

Executed: **CITY OF WINTER PARK, FLORIDA**

\_\_\_\_\_  
Randy B. Knight, City Manager  
(Chief Executive Officer)

WITNESS:

\_\_\_\_\_  
Mary Greenwood, Human Resources Director      February 28, 2011  
Date

Executed: **WINTER PARK PROFESSIONAL FIRE FIGHTERS, LOCAL 1598,  
IAFF**

\_\_\_\_\_  
Daniel Hagedorn, President L1598

ATTEST:

\_\_\_\_\_  
C. Randy Hartman Secretary, L1598      February 28, 2011  
Date

Ratified this 28th day of February, 2011

City of Winter Park, Florida

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

Attest:

\_\_\_\_\_  
City Clerk

Ratified this 28th day of February, 2011

Winter Park Professional Fire  
Fighters, Local 1598, IAFF

\_\_\_\_\_  
Daniel Hagedorn, President

Attest:

\_\_\_\_\_  
C. Randy Hartman Secretary, L1598

**APPENDIX A**  
**CITY OF WINTER PARK - PAY PLAN FOR FIRE DEPARTMENT BARGAINING UNIT**  
**EFFECTIVE OCTOBER 1, 2011- 2% INCREASE - FY 2012**

<b>STEPS</b>		1	2	3	4	5	6	7	8	9	10	11	12
<b>GRADE</b>													
<b>Firefighter/EMT</b>													
514	Hourly	12.8577	13.3720	13.9069	14.4631	15.0417	15.6434	16.2689	16.9199	17.5966	18.3004	19.0326	19.7937
	Annual	37,441.62	38,939.26	40,496.89	42,116.55	43,801.43	45,553.58	47,375.04	49,270.75	51,241.30	53,290.76	55,422.93	57,639.25
<b>Engineer/EMT</b>													
515	Hourly				15.6433	16.2690	16.9198	17.5966	18.3005	19.0325	19.7938	20.5858	21.4091
	Annual				45,553.29	47,375.33	49,270.46	51,241.30	53,291.06	55,422.64	57,639.55	59,945.85	62,343.30
<b>Firefighter/Paramedic</b>													
517	Hourly	14.5508	15.1328	15.7381	16.3676	17.0224	17.7033	18.4114	19.1480	19.9137	20.7103	21.5387	22.4003
	Annual	42,371.93	44,066.71	45,829.35	47,662.45	49,569.23	51,552.01	53,614.00	55,758.98	57,988.69	60,308.39	62,720.69	65,229.67
<b>Engineer/Paramedic &amp; FF-FT Paramedic</b>													
518	Hourly				17.7032	18.4113	19.1478	19.9137	20.7102	21.5386	22.4001	23.2962	24.2282
	Annual				51,551.72	53,613.71	55,758.39	57,988.69	60,308.10	62,720.40	65,229.09	67,838.53	70,552.52
<b>Engineer/FT Paramedic</b>													
519	Hourly				18.0808	18.8040	19.5562	20.3384	21.1519	21.9980	22.8779	23.7930	24.7449
	Annual				52,651.29	54,757.25	56,947.65	59,225.42	61,594.33	64,058.18	66,620.44	69,285.22	72,057.15
<b>Lieutenant EMT</b>													
520	Hourly				18.0990	18.8230	19.5759	20.3589	21.1733	22.0202	22.9010	23.8170	24.7699
	Annual				52,704.29	54,812.58	57,005.02	59,285.12	61,656.65	64,122.82	66,687.71	69,355.10	72,129.95
<b>Lieutenant Paramedic &amp; Lt. EMS Supervisor</b>													
522	Hourly				20.1406	20.9462	21.7840	22.6554	23.5616	24.5041	25.4843	26.5037	27.5639
	Annual				58,649.43	60,995.33	63,435.01	65,972.52	68,611.38	71,355.94	74,210.28	77,178.77	80,266.08
<b>Fire Inspector</b>													
121	Hourly	19.8991	20.6951	21.5229	22.3838	23.2792	24.2104	25.1788	26.1860	27.2334	28.3227	29.4556	30.6338
	Annual	41,390.13	43,045.81	44,767.63	46,558.30	48,420.74	50,357.63	52,371.90	54,466.88	56,645.47	58,911.22	61,267.65	63,718.30
<b>Fire Marshal</b>													
125	Hourly	24.1873	25.1548	26.1610	27.2074	28.2957	29.4275	30.6046	31.8288	33.1020	34.4261	35.8031	37.2352
	Annual	50,309.58	52,321.98	54,414.88	56,591.39	58,855.06	61,209.20	63,657.57	66,203.90	68,852.16	71,606.29	74,470.45	77,449.22

PAY GRADE 522 ADDED 10/1/2004

Updated per contract ratified by City Commission on 2/28/11

**APPENDIX B**  
**FIRE DEPARTMENT PAY GRADES - POSITION TITLES**  
**EFFECTIVE OCTOBER 1, 2011**

PAY GRADE	SALARY RANGE		POSITION TITLE
	MINIMUM	MAXIMUM	
514	37,441.62	57,639.25	Firefighter / EMT
515	45,553.29	62,343.30	Fire Engineer / EMT
517	42,371.93	65,229.67	Firefighter / Paramedic
518	51,551.72	70,552.52	Firefighter / FT Paramedic Fire Engineer / Paramedic
519	52,651.29	72,057.15	Fire Engineer / FT Paramedic
520	52,704.29	72,129.95	# Fire Lieutenant / EMT
522	58,659.43	80,266.08	# Fire Lieutenant / Paramedic # Fire Lieutenant / EMS Supervisor
121	41,390.13	63,718.30	Fire Inspector
125	50,309.58	77,449.22	Fire Marshal

Updated: Per contract ratified by City Commission 2/28/11





# city commission agenda item

item type	Consent Agenda	meeting date	February 28, 2011
prepared by department division	Michelle del Valle City Management N/A	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Ethics Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

## subject

Ethics Board Work Plan

## motion | recommendation

Ratify the Ethics work plan as discussed at the February 7, 2011 workshop.

## background

Resolution 1986-08 establishes the Ethics Board and their duties. Section 4 (a) describes one of the duties of the Ethics Board as follows, *"To draft and recommend ethics policies on topics agreed upon by the City Commission."* Based on the duty as described, the Ethics Board recommended four topics to recommend for further consideration and possible future policies. The recommendations were presented to the Commission on January 11, 2011 and the Commission subsequently recommended a joint workshop between the Commission and the Ethics Board to further discuss the projects. The joint workshop was held on February 7, 2011. At the completion of the joint workshop, there was consensus for the Ethics Board to work on the following topics:

- Further enhance transparency in the election process
- Evaluate City's procurement process and make recommendations.

## alternatives | other considerations

The Commission discussed several other alternatives during the joint workshop.

## fiscal impact

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

## strategic objective

Quality government services & financial security



# city commission agenda item

item type	Consent Agenda	meeting date	February 28, 2011
prepared by department division	Dori DeBord ED/CRA Department	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

Demolition of the State Office Building located at 941 West Morse Boulevard

## motion | recommendation

Seeking City commission approval to acquire updated cost estimates for the demolition and restoration of the State Office Building site.

## background

In December 2009 the CRA Agency reviewed the possibility of demolishing the State Office Building site as part of the demolition of the Winter Park Community Center. The City's Purchasing Department solicited costs at that time based on the efficiency and cost savings involved with removing both buildings. They also broke out the cost of demolishing each building separately.

At that time the CRA Agency had \$185,000 earmarked in the budget for the removal of the State Office Building. These funds were released and placed into other priorities during the last budget cycle. Since then, the City Attorney has determined that the State Office Building is owned by the City, not the CRA, and any budgetary considerations should come through City funding. The scope and bid proposals are attached as reference.

Since this project will be a stand-alone demolition project and the formal bids are over 12 months old, staff is seeking approval to get updated cost estimates for the demolition and restoration of the State Office Building site.

## alternatives | other considerations

The alternative would be to leave the existing building on the site until its ultimate use is determined.

## fiscal impact

The fiscal impact is unknown at this time. This process would allow the City to determine the cost of removal and restoration.

**long-term impact**

N/A

**strategic objective**

N/A



**IFB-9-2010**  
**Demolition of Community Center and/or State Building**

Date of Issue:  
January 12, 2010

**MANDATORY** Pre Bid Meeting and Site Visit:  
January 19, 2010 @ 9:00 a.m.  
City Hall, Room 200  
401 Park Avenue South;  
Winter Park, FL 32789-4386

Bids Due:  
February 8, 2010 by 10:00a.m.  
City Hall  
**Attn: City Clerk**  
401 Park Avenue South – West Wing  
Winter Park, FL 32789-4386

**All responses must be date and time stamped in at the City Clerk's Office  
by 10:00a.m. on February 8, 2010 to be considered responsive.**

**Proposals received by the City Clerk after the aforementioned date/time shall be returned unopened.**

## SECTION I

### General Terms & Conditions

#### Obtain Documents

Bidders may obtain one set of bidding document forms from:

City Hall  
Purchasing Division  
401 Park Avenue South  
Winter Park, FL 32789-4386  
[Purchasing@cityofwinterpark.org](mailto:Purchasing@cityofwinterpark.org) Phone: 407-643-1627

Documents are available for download at:

<http://www.cityofwinterpark.org/purchasing>

#### Pre Bid Meeting

A MANDATORY Pre Bid Meeting and site visit will be held in City Hall, 401 Park Avenue South, Room 200, Winter Park, Florida, at **9:00 a.m. on January 19, 2010**. The purpose of this Mandatory Pre-Bid meeting and site visit is to review the requirements and specifications for the above. **All interested parties are required to attend this meeting in its entirety to have their response considered.** Feel free to call the number listed above if you are unsure of the location of this meeting.

#### Responses Due

Sealed bids will be received by the City Clerk in City Hall West Wing, 401 Park Avenue South, Winter Park, Florida 32789-4386, **until 10:00 a.m. on February 8, 2010**. It is the bidder's responsibility to assure that your bid is delivered at the proper time to the City Clerk's Office. Bids which for any reason are not so delivered will not be considered. All bids received after the date and time specified will not be accepted.

**At 10:30 a.m., on February 8, 2010** all bids will be publicly opened and acknowledged in Room 200.

Pursuant to Florida Statute 119.071 (1)(b)1.a., sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier.

#### Preparation of Bids

Bids shall be made on unaltered bid forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope – **"ORIGINAL"** and (2) copies, clearly marked on their envelopes – **"COPY"**.

Bids shall be signed in ink with the name of the bidder typed below the signature. Where the bidder is a corporation, limited partnership, limited liability company, or other entity other than an individual, bids/proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A bidder may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

#### Bid Submittal

Bids shall be submitted directly to the City Clerk's office in City Hall, West Wing, in an opaque, sealed envelope or box. Identify the package with the following information:

BID NAME  
BID NUMBER  
PLACE AND TIME OF PUBLIC OPENING  
NAME OF COMPANY/INDIVIDUAL SUBMITTING PROPOSAL

Submit bid in accordance with the instructions listed herein regarding time, place and date required. Responses received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the respondent to be sure his/her response is delivered directly to the City Clerk's office by the required time and date, and that the response is properly sealed and labeled as required. The City will not be responsible for any bid delivered incorrectly or to the wrong address or location.

### **Basis of Bids/Proposals**

The words "BID" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Bidder will include all cost items; failure to comply may be cause for rejection. No segregated bids or proposals, or assignments will be considered. It is the intent of the City to promote competitive bidding. It shall be the responsibility of the bidder to advise the Purchasing Manager of any language, requirements, etc. or any combination thereof, which the bidder feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least 6-working days prior to opening date and time of the bid/proposal.

### **Bid Surety**

**Bid surety in the amount of 5% of the total amount proposed for both buildings is due with your bid.** Bids received without the bid bond included will be deemed nonresponsive. Bid bond may be in the form of money order, cashier's check, certified check or bid bond made payable to the City of Winter Park in the amount required within the specifications. This amount will serve as bid surety and will be forfeited to the City as liquidated damages in the event an award is made and the necessary contract documents and bonds are not promptly and properly executed as required. All bid surety monies submitted to the City will be held until the awarded contractor has submitted the proper paperwork. At such time as a contract satisfactory to the City has been completed with a successful bidder, bid surety will be returned to the unsuccessful bidders.

### **Bonds: Performance, Labor & Material (PLM) Bond**

The successful bidder shall be required to furnish to the City and pay for a PERFORMANCE, LABOR & MATERIAL (PLM) bond covering faithful performance of all of the contract terms and conditions and payment of all obligations arising thereunder including, but not limited to, payment of all persons providing labor, services and materials for the prosecution of the work provided for in the contract. **The PLM bond shall be furnished in the amount equal to One Hundred Percent (100%) of the total bid price** (unless otherwise required in a specific dollar amount), in such a form as the City may prescribe and with a surety company acceptable to the City.

All bonds (Bid Security and/or PLM) are to be issued from a company licensed to sell bonds in the State of Florida and with a rating no less than A in the Best Key Rating Guide. The City has the right but not the obligation to verify that these requirements are met. The Performance, Labor & Material (PLM) Bond must be delivered to the City on the specified date, but in no event later than the commencement date to perform work under the contract. Failure or neglect to deliver said bonds as specified shall be considered as having abandoned or defaulted under the contract, and the City shall have the right to exercise any and all legal or equitable rights against the successful bidder that the City deems are in the best interests of the City including, but not limited to, a claim for damages (including reimbursement of attorney's fees and costs incurred by the City), termination of the contract, and selection of another bidder to perform the work. Letters of Credit are not acceptable in lieu of the required bonds. The PLM Bond must be effective from the commencement date of the project until the City has acknowledged in writing that the project has reached final completion and all persons that provided labor, services, and materials for the prosecution of the work provided for in the contract have been fully paid. Be advised that the surety or sureties must agree to adjust the bonds to the contract price as it may be modified by approved change orders and will be deemed to legally and conclusively waive notice of such change.

### **Bid Prices**

The bidder warrants by virtue of bidding that the prices, terms and conditions quoted in this bid will be firm for a period of ninety (90) days from the date of the bid opening unless otherwise specified by the bidder, and shall not be amended after the date and time of the bid opening. Any attempt by a successful bidder to amend said bid prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The bidder, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the bid/proposal package set forth by the City of Winter Park.

### **Delivery**

All prices shall be F.O.B. Destination, Winter Park, Florida. Delivery date and warranties must be written out and submitted with bids. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

### **Invoicing & Payment**

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment. All invoices shall bear the purchase order number or IFB/RFP number. Payment for partial shipments may not be made unless that is specified in the bid.

### **VISA Acceptance**

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful bidder may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment. Please indicate your ability to accept VISA in the space provided on the bid form.

### **Taxes**

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

### **Mistakes**

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. **Failure to do so will be at the Bidder's risk.** The City is not obligated to give successful bidder extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the bidder's total offer will be corrected accordingly.

### **Contract Award**

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the bid; reject any or all bids; or waive any minor informalities or technicalities in bids received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible bidder who submits a bid meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous bid. The City reserves the right to make an award to more than one bidder.

### **Modifications and Withdrawals**

Bids/proposals cannot be modified after submitted to the City. Bidders may withdraw bids/proposals at any time before the bid/proposal public opening. **HOWEVER – NO BID MAY BE WITHDRAWN OR MODIFIED AFTER THE BID/PROPOSAL PUBLIC OPENING.**

### **Disqualifications**

The City of Winter Park reserves the right to disqualify bids/proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the bidder. (See Non-Collusion Affidavit form). Bidder also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

### **Agreement**

The resulting AGREEMENT or CONTRACT, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT/CONTRACT shall be deemed to exist or to bind either party hereto. All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or Commission in writing prior to taking effect.

### **Additional Purchases by Other Public Agencies**

The vendor, by submitting a bid, authorizes other public agencies to "piggy-back" or purchase commodities or services being proposed in this bid solicitation at prices bid, unless otherwise noted on the bid sheet.

### **Use of Other Contracts**

The City of Winter Park reserves the right to utilize (including but not limited to "piggy-backing") any applicable State of Florida contract, city or county governmental agencies contract or SICOP contract, if in the best interest of the City.

### **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

In submitting a bid to the City of Winter Park, the bidder offers and agrees that if the bid/proposal is acceptable, the bidder will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to bidder.

### **Certificate of Insurance**

The successful bidder and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The successful bidder shall submit certificates or other documentation evidence to the City with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance (when applicable) in the amount of \$1,000,000.00, and other requirements, as summarized on and in the amounts specified on the attached **Summation of Insurance Requirements**.

The City of Winter Park shall be named as an **ADDITIONAL NAMED INSURED** on all certificates and policies pertaining to this project. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than A. This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

### **Permits or Fees**

In the event permits or fees are required from the City of Winter Park within the scope of work in these specifications, said fees will be waived for the City of Winter Park, only. The successful bidder is still required to obtain the permits; however, the successful bidder may inform the Code Enforcement Division they are under contract to the City, and request waiver of the required fees. This in **no way relieves the successful bidder from the financial responsibilities or other requirements imposed by other governmental agencies relating to permits, licenses or fees which they may impose**. This does not include waiving school impact fees or Competency Card License fee when applicable. The successful bidder is required to obtain all necessary inspections including building, plumbing, mechanical and electrical and that the Certificate of Occupancy be obtained prior to occupancy as is required by the Winter Park Code Enforcement Division.

### **Termination/Cancellation of Contract**

The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.

### **Termination for Default**

The City's Purchasing Manager or other City representative shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract, by regular mail (or otherwise) to the address provided by bidder in its proposal. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the bidder has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.



### **Termination for City's Convenience**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery by regular mail (or otherwise) to the address provided by successful bidder in its bid of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful bidder. Successful bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

### **Prohibitions**

The bidder, his/her/its employees, subcontractors, and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the bidder. The contractor will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions. **See attached Drug Free Workplace Form.**

### **Indemnification**

The successful bidder hereby agrees to indemnify and hold harmless the City of Winter Park, and its officials, representatives, agents, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the successful bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The successful bidder shall indemnify and hold harmless the City of Winter Park from and against any and all claims against the City, or any of its officials, representatives, agents, officers, and employees, by any employee of the successful bidder or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

### **Accidents & Claims**

The successful bidder shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. See also **Summation and Insurance Requirements.**

### **Laws & Regulations**

The successful bidder at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Park against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful bidder is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event any situation is brought to mediation or a court of law, the venue shall be the County of Orange, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

All responses, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

## **Communications**

To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City of Winter Park prohibits communication, whether direct or indirect, regarding the subject matter of the bid or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Winter Park, from the issuance of the specifications until the Commission makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid or any future bid.

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the bid process shall be addressed to the Purchasing Division, in writing, via fax (407-599-3448) or email ([purchasing@cityofwinterpark.org](mailto:purchasing@cityofwinterpark.org)). No questions will be answered 6 or fewer business days from the date and time of the public opening.

## **Addenda**

When questions arise that may affect the bid/proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City's web site. **It is the sole responsibility of the bidder to check the current solicitations web page at <http://www.cityofwinterpark.org/purchasing> for any addenda. The City will post addenda to this web page only, and will not issue written notification.**

**All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.**

## **Completion Time or Delivery Time**

If this is a construction type project the following prevails: This project is to be completed to the satisfaction and acceptance of the City within 35 days of issuance of a Notice to Proceed for the Community Center and within 63 days of issuance of a Notice to Proceed for the State Office Building. The Notice to Proceed for each may be issued on the same day. Failure to complete within this time frame will result in liquidated damages of \$500 per day.

## **Subcontractors**

The successful bidder shall employ qualified subcontractors to perform all aspects of the work. The City reserves the right to reject subcontractors it does not deem to be qualified. Assignment of the contract, or any portion of the contract, can not be made without the advance written consent of the City's agent. No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or Commission.

## **Fiscal Year Funding Appropriations**

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

**Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled by the City and the contractor will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal or otherwise recoverable.

## **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. However, the ***proposers are requested to identify specifically*** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

## **Compliance**

All companies doing business with the City of Winter Park must do so in the English language and make bids or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or bid. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this bid or any resulting contract or purchase shall be in a court of competent jurisdiction in Orange County, Florida.

### **Equal Opportunity Employment**

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Each employee of the contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082)(c)(2).

### **Fair Labor Standards Act**

Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

### **Unauthorized Aliens**

The Owner shall consider the employment by Contractor of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended; and shall be considered a basis for determination by the City of a non-responsive bid. This requirement shall be contained in any contract executed pursuant to this IFB.

### **Indemnification and Hold Harmless**

In addition to and without limitation of the foregoing provisions regarding protection of the City from liabilities if awarded a contract as a result of this Invitation to Bid, you, the successful bidder, agree for good and valuable consideration, receipt of which is acknowledged by your submission of a bid, to protect, defend, indemnify and hold the City of Winter Park, its officials, officers, employees, representatives, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

### **Disclaimer of Liability**

The City will not hold harmless or indemnify any respondent for any liability whatsoever.

### **Sovereign Immunity Reserved**

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity.

## **Section II**

# **Demolition of the Winter Park Community Center and/or the State Office Building**

### **Project Requirements**

The City of Winter Park is seeking a demolition firm interested and capable of performing the complete hazardous material removal and disposal, building demolition and material recycling for either the Winter Park Community Center, the State Office Building or both. The Winter Park Community Center is located at 721 W. New England Avenue, Winter Park, FL. The State Office Building is located at 941 West Morse Blvd., Winter Park, FL.

### **Description of the Properties**

The Winter Park Community Center (WPCC) includes approximately 22,000 SF of single story buildings, tennis and basketball courts, a pool, pool deck and pool buildings and concrete and brick sidewalks and plazas. The site is approximately 3 acres. The State Office Building is an approximately 64,000 SF two story building. The site is approximately 5 acres. Both properties include hazardous materials that need to be properly removed and disposed of. Hazardous materials assessments have been completed for each property and are included in this document for informational purposes. It will be the responsibility of the bidder to become familiar with the information provided and make their own evaluation as to the completeness of the information.

### **Description of the Scope of the Work**

It is the intent of the City to have either or both of the properties demolished and to the greatest extent possible, salvage, crush and/or stockpile materials on site for recycling and reuse on other projects. The contractor will provide all labor and materials to accomplish the work described below and will include in its price all permit fees, taxes, utility disconnect fees, landfill fees, trucking fees, tree removal costs, hazardous material abatement costs.

### **Building Inventory**

Any/All items of furniture, fixtures or equipment located within the Community Center and McCarty State Buildings are considered City Property until such time that this project has been awarded and a sufficient contract has been signed by both parties. The inventory of these buildings may change in between the site visit and the time of contract signing. Therefore, the contents of these buildings should have no bearing on your proposal.

## **NEXT PAGE**

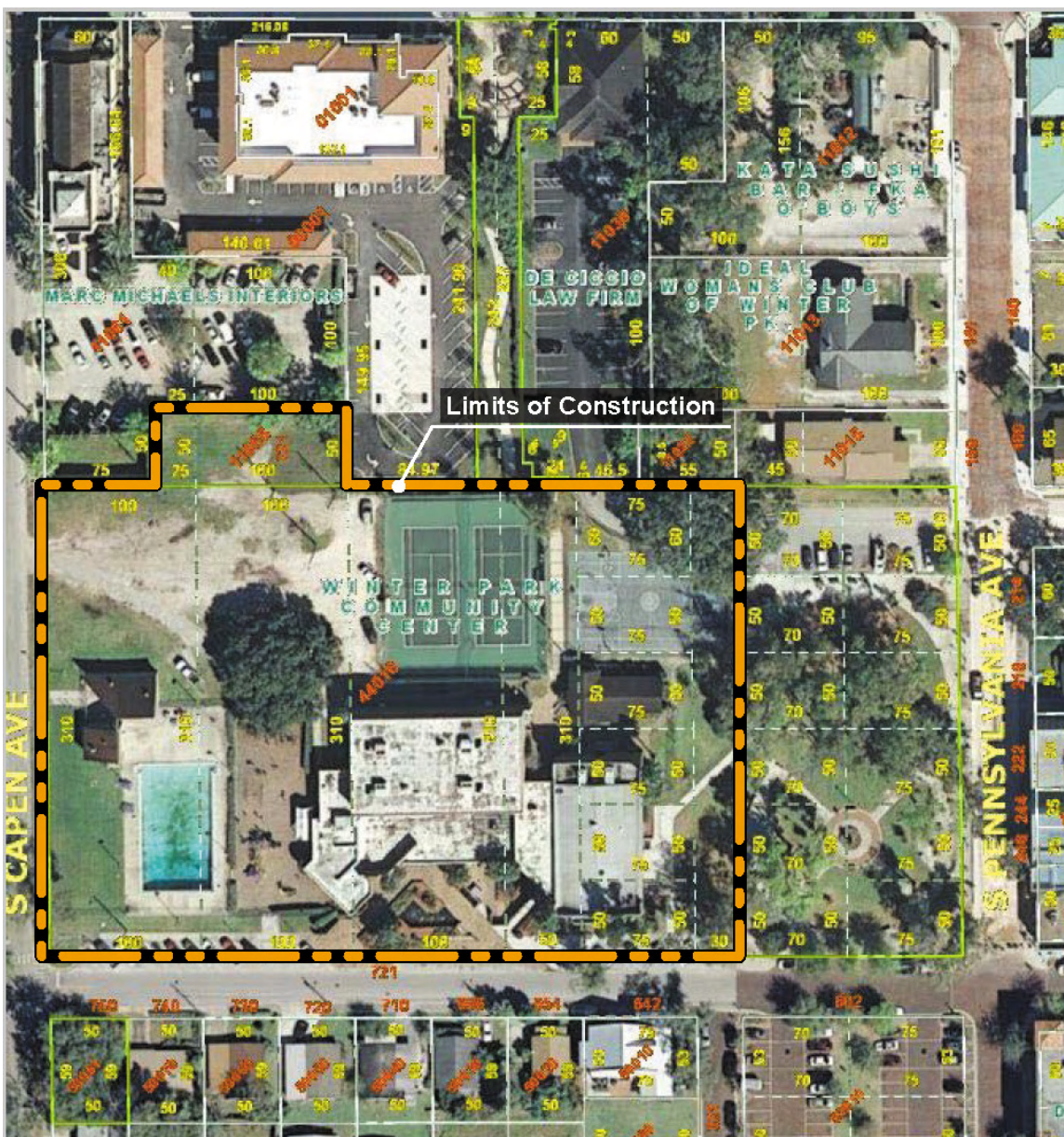


## Winter Park Community Center

All buildings shall be demolished and recycled or removed from the site including slabs and foundations. Utilities to all buildings and other facilities will be removed to the property line and capped per the requirements of the utility provider. All sidewalks, tennis courts, basketball courts, fountains and hardscape plaza areas will be completely removed and recycled or hauled away as appropriate. The pool will be demolished and recycled or removed. The pool does not need to be completely backfilled, but it should be graded so as to not create a hazard and to not allow the ponding of water. It is intended that upon completion, the site will be free and clear of all utilities, underground obstructions and debris and ready to begin construction of the new community center. All material suitable for recycling shall be stockpiled on site as directed by the City.

The City has performed preliminary geotechnical work on this site for the construction of the new community center. Auger borings in areas of the site west of the existing building have shown to include obstructions, junk and debris at varying depths and thickness. As part of this bid, the contractor will provide unit costs for excavating material in this area as directed by the City and unit costs for hauling away unsuitable material.

## Limits of Construction

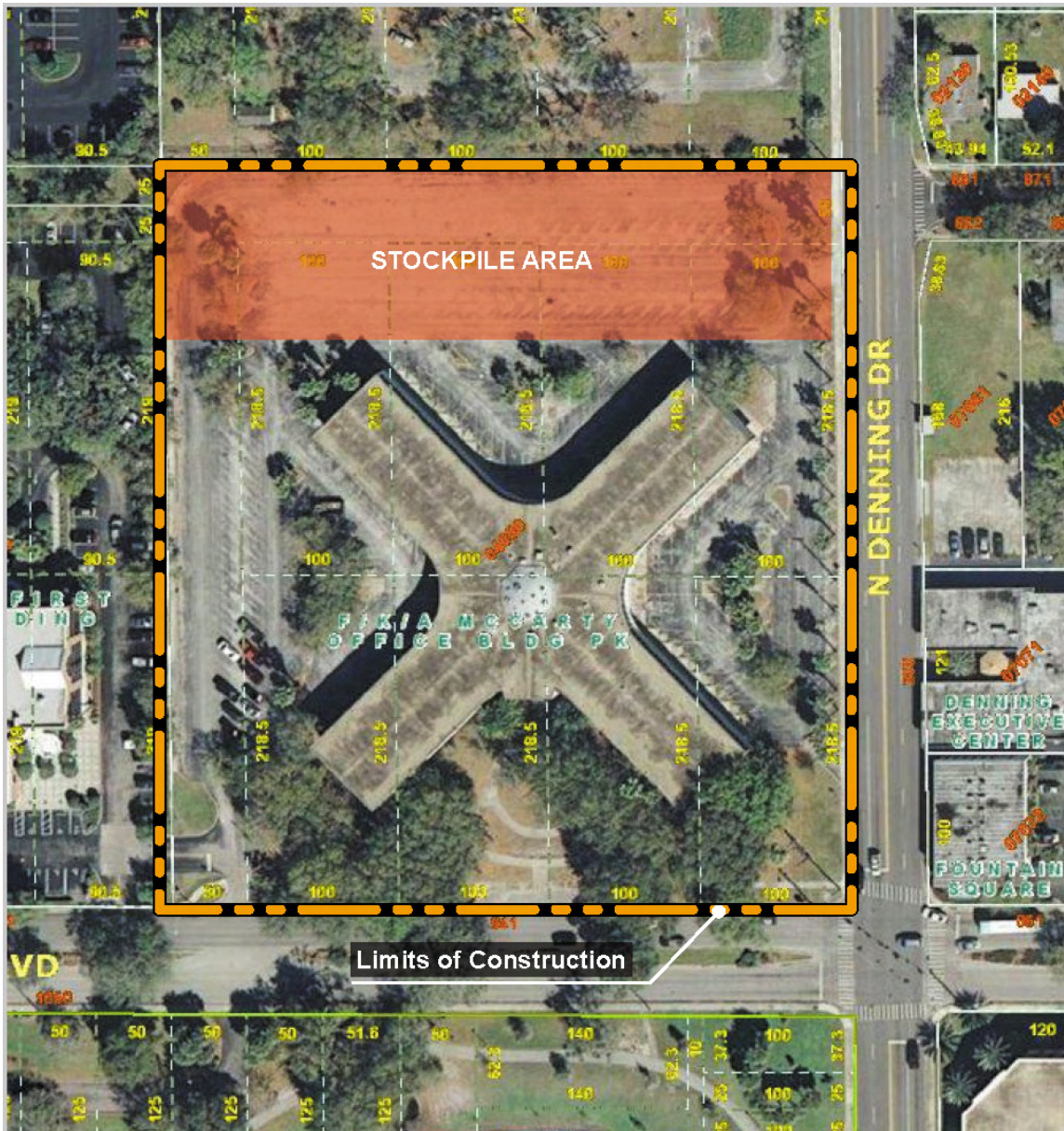




## State Office Building

The entire two story building will be demolished and recycled and stockpiled in the area designated for stockpiling or removed from the site including slabs and foundations. All paving and base materials outside of the stockpiling area will be removed and recycled and stockpiled or removed from the site. All sidewalks and hardscape features outside the stockpiling area will be removed and recycled and stockpiled or removed from the site. Light poles within the limits of construction will be removed and stockpiled. Site fencing and tree protection will be provided by the City. Utilities to the building will be removed to the property line and capped per the requirements of the utility provider. Once all buildings and materials are removed, all disturbed areas of the site will be graded smooth and sodded with bahai sod.

## Limits of Construction



### **Recycling and Reuse of Materials**

The contractor will demolish and process demolition debris for recycling and reuse on other projects. Materials that should be processed for recycling and reuse include but are not limited to:

- Block, brick or concrete for reuse as base material underlayment shall be crushed to FDOT #57 stone or 1 ½" minus and stockpiled appropriately.
- Brick pavers, where possible, shall be removed whole and palletized.
- Limerock shall be removed and stockpiled.
- All miscellaneous metals and steel shall be available to the contractor for salvage.
- All other materials shall be hauled and appropriately disposed of by the contractor.

The City intends to utilize recycled materials on other projects and may utilize this material to gain LEEDS points, therefore the contractor will document the removal and stockpiling of all materials through the use of pictures and logs and will provide the City with an estimate of the weight and volume of the stockpiled materials. Additionally, the contractor will provide the City with a complete log of all materials removed from the site.

### **Site and Tree Protection**

Site fencing and tree protection will be provided by the City.

### **Asbestos and Hazardous Material Abatement and Asbestos Abatement Design Specifications**

Pre-demolition asbestos sampling surveys for both properties and the Asbestos Abatement Design Specifications are attached. It is the responsibility of the bidder to be familiar with this information and make such other investigations and site conditions assessments necessary to provide a complete bid for the removal of all such materials. Allowances and unit price bidding for this work will not be accepted.

### **Schedule for Completion**

It is anticipated that the apparent low bid will be presented and approved at the Winter Park City Commission meeting on March 8, 2010. A contract will be executed and a Notice to Proceed issued no later than March 22, 2010. The Community Center work will be completed and the site turned over to the City no later than five weeks after the Notice to Proceed. The State Office Building work will be completed and turned over to the City no later than nine weeks after the Notice to Proceed.

### **Contract**

The contract form will be Standard Form AIA Contract A107-2007, Standard Form of Agreement between Owner and Contractor for a Project of Limited Scope.

### **Payment and Performance Bond and Bid Bond**

To be considered qualified to perform this work, the successful bidder will be required to perform all of the required remediation, demolition, hauling and recycling activities under their prime contract and provide a payment and performance bond for the entire amount of all of these activities. The payment and performance bond must be provided by a surety company with an A.M. Best Rating of A or better. Failure to meet these criteria will result in the bid being considered non-responsive. A Bid Bond in the amount of 5% of the total contract amount will also be required.

**IFB-9-2010**  
**Demolition of Community Center and/or State Building**

**SIGNATURE SHEET**

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor, materials, equipment and supplies as required with this specification.

**The City Reserves the right to award the projects individually or both projects together.**

☐ My company will accept the VISA credit card as a form of payment for our services rendered.

Lump Sum Bid to perform all work associated with the Winter Park Community Center:

\$ \_\_\_\_\_

Lump Sum Bid to perform all work associated with the State Office Building:

\$ \_\_\_\_\_

Lump Sum Bid to perform all work associated with the Winter Park Community Center and the State Office Building:

\$ \_\_\_\_\_

Unit pricing to excavate earth with debris at the Winter Park Community Center:

\$ \_\_\_\_\_

Unit pricing to haul and dispose of unsuitable earth with debris away from the Winter Park Community Center:

\$ \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT**

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the bid response.

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(print/type name as signed above): \_\_\_\_\_

DATE: \_\_\_\_\_



## STATEMENT OF NO BID

City of Winter Park  
Attn: City Clerk  
401 Park Avenue South  
Winter Park, FL 32789

We, the undersigned, have declined to bid on your Bid Number  
**IFB-9-2010 Demolition of Community Center and/or State Building** - for the following reason(s):

- ☐ We do not offer this service\product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Other \_\_\_\_\_

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of City of Winter Park.

Company Name \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

Company Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Toll Free Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Date \_\_\_\_\_

# **DRUG FREE WORKPLACE FORM**

The undersigned bidder, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

\_\_\_\_\_  
(Authorized signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print/type name as signed above)

# **NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT**

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_,  
Title Firm/Company  
the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Park, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) \_\_\_\_\_  
\_\_\_\_\_  
(Title)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Signature of Notary Public)  
\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)  
Notary Public  
\_\_\_\_\_  
(Commission Number)

## SUMMATION AND INSURANCE REQUIREMENT

OWNER: City of Winter Park, Florida  
BID NUMBER & TITLE: **IFB-9-2010 Demolition of Community Center and/or State Building**

ALL BIDS WILL BE  
HELD FOR: 10 DAYS AFTER OPENING

Project must be completed by 35 calendar days after NTP for the Community Center and 63 calendar days after NTP for the State Office Building. Liquidated Damages assessed at \$500 per calendar day after time above lapsed unless otherwise agreed upon in writing by both parties.

### **GENERAL LIABILITY\***

Bodily Injury: \$1,000,000.00, each occurrence  
2,000,000.00, aggregate  
Property: 1,000,000.00, each occurrence  
1,000,000.00, aggregate  
or  
1,000,000.00, bodily injury  
2,000,000.00, and property damage combined each occurrence

\*Including: Premises-Operations; Independent Contractors; Products/Completed Operations, Personal Injury Liability; Fire Legal Liability. If the exposure exists, the following are required: Explosion & Collapse Hazard; Underground Hazard; Contractual & Broad from Property Damage.

### **Automobile Liability\***

Bodily Injury: \$1,000,000.00, each person  
1,000,000.00, each accident  
Property Damage: 1,000,000.00, each accident or  
1,000,000.00, bodily injury and property damage combined each occurrence

\*Including: owned, hired & employer's non-owned vehicle(s)  
Worker's Compensation: Statutory: as required by the state of Florida

Employer's Liability: \$500,000.00 each accident

No proposal will be considered unless the bidder is presently engaged in contracting work. Also, the contractor who is awarded the contract must have and produce an Occupational License authorizing them to conduct this type of business in the state of Florida, before construction is started. **INSURANCE COMPANIES MUST BE LICENSED TO CONDUCT INSURANCE BUSINESS IN THE STATE OF FLORIDA WITH A BEST RATING GUIDE RATING OF A.** All subcontractors must also have an Occupational License, before construction is started. **THE CITY OF WINTER PARK, FLORIDA, IS TO BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CERTIFICATE SUBMITTED TO THE CITY. INSURANCE CERTIFICATES WILL BE REVIEWED.** If not in order the bid may not be awarded. It is requested that the city be named as Additional Named Insured on Worker's Compensation and any Professional Liability coverage. Professional Liability Insurance is to be in the amount of \$1,000,000. Bid consideration will be given to the evidence of these insurance overages. All insurances are to be project specific to this contract, not a general umbrella insurance.

## REFERENCE LISTING FORM

List a minimum of 5 references for similar projects and contracts, preferably governmental, which you have completed within the past 3 years. Prefer references close to the City of Winter Park, Florida location in the event a site visit is in order.

- 1      CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
ORIGINAL AMOUNT OF PROJECT: \$ \_\_\_\_\_  
ENDING AMOUNT OF PROJECT: \$ \_\_\_\_\_
- 2      CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
ORIGINAL AMOUNT OF PROJECT: \$ \_\_\_\_\_  
ENDING AMOUNT OF PROJECT: \$ \_\_\_\_\_
- 3      CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
ORIGINAL AMOUNT OF PROJECT: \$ \_\_\_\_\_  
ENDING AMOUNT OF PROJECT: \$ \_\_\_\_\_
- 4      CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
ORIGINAL AMOUNT OF PROJECT: \$ \_\_\_\_\_  
ENDING AMOUNT OF PROJECT: \$ \_\_\_\_\_
- 5      CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
ORIGINAL AMOUNT OF PROJECT: \$ \_\_\_\_\_  
ENDING AMOUNT OF PROJECT: \$ \_\_\_\_\_

My company has been in this type of business for \_\_\_\_\_ years

State License Number: \_\_\_\_\_ expires: \_\_\_\_\_

**NESHAPS Demolition Project Asbestos Sampling  
Roofs - Main Building, Pool Building and Annex  
Building of the Winter Park Community Center  
721 West New England Street  
Winter Park, Florida**

December 18, 2009  
Project No. 01-05-0083-326B

Mr. Joseph Serrano  
**City of Winter Park**  
401 Park Avenue South  
Winter Park, Florida 32789

**Limited Bulk Sample Analysis - Roofs Only**  
**Winter Park Community Center Located at 721 West New England**  
**Main Building, Pool Building, Annex Building**  
**Winter Park, Florida**

---

Dear Mr. Serrano:

**Nodarse & Associates, Inc. (N&A)** is pleased to provide you with this report of bulk sample analysis for the addresses listed above. Mr. William Crowe performed a NESHAPS demolition asbestos survey for roofs of the three (3) structures listed above. The survey was completed on suspect asbestos containing materials in the roofs only. This sampling supplements a previous report dated April 20, 2009 from **N&A** which excluded penetrating the roof membrane until the structures were unoccupied.

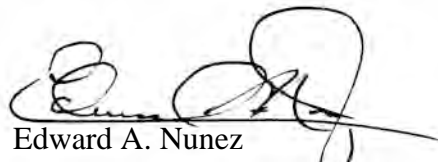
The attached report includes a description of the bulk samples collected and the laboratory analysis for asbestos content. Laboratory bulk sample analysis was performed by EMSL Laboratories located at 5125 Adanson Street, Suite 900 in Orlando, Florida. The laboratory data is presented in **Appendix A**. The Asbestos Project Design Reports are also attached.

**N&A** appreciates the opportunity to be of service to you on this project. If you have any questions regarding the attached, please do not hesitate to contact us at 407-740-6110.

Sincerely,

**NODARSE & ASSOCIATES, INC.**

William H. Crowe  
Licensed Asbestos Supervisor  
Licensed Asbestos Inspector

  
Edward A. Nunez  
Florida Licensed Asbestos Consultant  
AX0000048

**REPORT OF BULK SAMPLE ANALYSIS**  
**Winter Park Community Center**  
**721 West New England**  
**Winter Park, Orange County, Florida**

**Material Description**

Bulk samples of suspected asbestos containing materials (ACM) were collected from the roof materials of the main building, pool building and annex building of the Winter Park Community Center. The samples were sent to EMSL Laboratories located at 5125 Adanson Street, Suite 900 in Orlando, Florida for PLM analysis by EPA method 600/R-93/116. Results are listed below.

**Winter Park Community Center**  
**Orlando, Florida**

<b>Sample No.</b>	<b>Location</b>	<b>Material Type</b>	<b>Appearance</b>	<b>Asbestos Content</b>	<b>Amount</b>	<b>Friable</b>
1	Main Building Mid Level	Shingle Roof/Black Tar Under	White/Black	None Detected	N/A	No
2	Main Building Mid Level	Shingle Roof/Black Tar Under	White/Black	None Detected	N/A	No
3	Main Building Lower Level	Patch Around Skylight	Black/Yellow	None Detected	N/A	No
4	Main Building Lower Level	Roof Membrane	Yellow	None Detected	N/A	No
5	Main Building Upper Level	Roof Membrane	White/Yellow	None Detected	N/A	No
6	Main Building Upper Level	Roof Membrane	White/Yellow	None Detected	N/A	No
7	Main Building Upper Level	Roof Membrane	White/Yellow	None Detected	N/A	No
8	Main Building Upper Level	Flashing	White/Yellow	None Detected	N/A	No
9	Main Building Upper Level	Flashing	White/Yellow	None Detected	N/A	No
10	Main Building Lower Level	Flashing	White/Black	20% Chrysotile	Approximate 1000 sq. ft.	No
11	Main Building Lower Level	Flashing	White	None Detected	N/A	No
12	Main Building Lower Level	Air Handler Caulk	Gray	None Detected	N/A	No
13	Pool Building	Shingle Roof Tar Under Felt	Black	None Detected	N/A	No
14	Pool Building	Black Caulk	Black	None Detected	N/A	No
15	Annex Building	Wall Texture	White	None Detected	N/A	No



Sample No.	Location	Material Type	Appearance	Asbestos Content	Amount	Friable
16	Annex Building	Caulk	Black	5% Chrysotile	100 linear ft.	No
17	Main Building	Roof Membrane Core	Gray/Yellow	None Detected	N/A	No
18	Main Building	Flashing	White	None Detected	N/A	No

Samples 10 and 16 were found to be **asbestos containing**. Sample 10 is the White over Black Flashing material on the main building. Sample 16 is the Black Caulk on the annex building. Both materials are Category 1 Non-Friable.

All other samples were non-asbestos containing.

**APPENDIX A**  
**LABORATORY ANALYSIS**

**APPENDIX B**  
**QUALIFICATIONS**



October 17, 2005

Ms. Lydia Wing  
Nodarse & Associates, Inc.  
1675 Lee Road  
Winter Park, Florida 32789

**RE: Microbial Sample Results  
McCarty Office Building  
Northwest Corner of Denning and Morse Blvd.  
941 W. Morse Boulevard  
Winter Park, Florida  
Project Number: 05083**

Dear Ms. Wing:

On October 6, 2005, RL Reed & Associates, Inc (RLR) representative Rebecca Reed met with Joe Serrano with the City of Winter Park to collect samples for mold spore analysis from the McCarty Office Building at Northwest Corner of Denning and Morse Boulevard.

#### **Methodology**

Upon arrival at the site, a walkthrough of the building was made to determine where samples were to be collected. An air sample was collected from Room 190C SE Wing where mold was visible on the exterior block wall. An air sample was collected using Air-O-Cell cassette in conjunction with a high volume electric vacuum pump.

The pumps were calibrated prior to use at a flow rate of 15 liters per minute (lpm). Following the sampling event, the flow rate was checked and was recorded at 15 lpm. All air samples were run for a duration of ten minutes, for a sample volume of 150 liters of air. The samples were labeled and sample information was recorded on a chain-of-custody form which accompanied the samples to the laboratory. Three other samples were collected, including one outside sample. These additional samples were lost in shipping and did not arrive at the laboratory for analysis. The sample that was analyzed was from the only area containing visible mold.

Air-O-Cell cassettes trap mold spores and other particulates on a slide which is then examined under a microscope. Both viable and non-viable mold spores are captured on the slide. This method was chosen since it gives an overall "snapshot" of the presence of mold spores in the air, both viable and non-viable, that may result in respiratory complaints. See Appendix A for analytical results.

#### **Results**

##### *Air Samples*

##### WP-1 – Room 190C SE Wing

An air sample was collected in the Room 190C SE Wing. Laboratory analysis indicates that very high levels of *Aspergillus/Penicillium* mold spores were detected along with moderate levels of *Cladosporium* mold spores. Low levels of Basidiospores, Myxomycete/Rust/Smut and

Hyphal-like fragments were also identified.

## Findings

The building was unoccupied at the time of the site visit. It was reported that the air conditioning system had not been functioning for approximately three months. Only two areas of visible mold were observed. A localized patch measuring approximately two feet by three feet below the window on the exterior wall in room 190C appears to have been caused by something that had been attached to the wall such as a bulletin board. The other visible mold was found on a wood door to a first floor restroom.

The National Allergy Bureau™ (NAB) is the section of the American Academy of Allergy, Asthma and Immunology's (AAAAI) Aeroallergen Network that is responsible for reporting current pollen and mold spore levels to the media. Table 1 shows NAB's current criteria for mold spore levels in the outdoor air, while Table 2 relates such levels to expected symptoms of exposed individuals.

**Table 1 Mold Spore levels (Burkard data)**

Spores per cubic meter	Level
0-6500	Low (<50 <sup>th</sup> percentile)
6500-13,000	Moderate (50 <sup>th</sup> to 75 <sup>th</sup> percentile)
13,000-50,000	High (75 <sup>th</sup> to 99 <sup>th</sup> percentile)
50,000 or more	Very High (>99 <sup>th</sup> percentile)

**Table 2 What This Means to Mold Spore Allergy Sufferers**

Level	Those Who Will Likely Suffer Symptoms
Absent	No symptoms
Low	Only individuals extremely sensitive to mold spores
Moderate	Many individuals sensitive to mold spores
High	Most individuals with any sensitivity to mold spores
Very High	Almost all individuals with any sensitivity to mold spores. Extremely sensitive people could have severe symptoms.

Other organizations have been more conservative in establishing levels that they consider as high. The Clark County Department of Air Quality Management (State of Nevada) website suggests that high is 2,500 to 25,000 spores/cubic meter of air as shown in Table 3.

**Table 3**

Spores per cubic meter	Level
0 - 900	Low
900 - 2500	Moderate
2500 - 25000	High
25000 +	Very High

The Asthma Center, suggests that levels from 1,000 to 2,500 are high with moderate to severe symptoms; from 2,500 to 7,000 are very high with moderate to severe symptoms and that 7,000 and above are extremely high with severe symptoms.



## Recommendations

Based on the findings of this investigation, the following recommendations are made:

- A. Mold amplification is not a static situation, if elevated levels of moisture exist in the affected areas over an extended period of time the scope of work/recommendations may increase and an additional review may be required to update the site conditions. Therefore any remediation activities should be expedited. The air conditioning system needs to be repaired to control humidity levels throughout the building.
- B. The affected wall in room 190C should be thoroughly cleaned/scrubbed using wet methods utilizing an anti-microbial agent, and vacuums utilizing HEPA filters. Following cleaning the area should be thoroughly dried using forced air fans. The objective of the cleaning is to remove excess dust, moisture, and residual mold spores. The affected restroom door should be replaced.
- C. Upon the completion of remediation activities and prior to post remedial confirmation sampling, any air filters should be replaced. The objective of the cleaning is to remove excess dust and residual mold spores.

## Limitations

Reasonable effort has been made by RLR personnel to locate and sample the affected area(s) for mold amplification. Mold growth may occur in various areas of a property where water/moisture leak(s) are not addressed, these areas include cavities/enclosures and adjacent building materials which house plumbing/drainage lines; and areas adjacent to the perimeter/enclosure system of the building. This investigation did not include areas not known to have been affected by water/moisture damage or inaccessible areas. Therefore, the potential for mold growth in these areas cannot be dismissed at this time. This report is intended to be used for planning remediation and construction activities; and is not intended to be used as a document to render health related opinions.

We appreciate the opportunity to provide assistance to Nodarse & Associates, Inc. If you have any further questions, please do not hesitate to contact Ms. Reed at 321-303-9033.

Sincerely,  
RL Reed & Associates, Inc.

Rebecca L. Reed  
President

**APPENDIX A**

**Analytical Results**

# MOLD SUMMARY REPORT

Test Method: Mold; Nonculturable – Air Samples

Lab Job No.: 05-1884

Report Date: 10/10/2005

Submitted by : Rebecca Reed

Submittal Date : 10/7/2005

No. of Samples: 1

Sample Date : 10/06/05

Client: R.L. Reed & Associates, Inc.

Project: Winter Park

Project No: 05083



3792 Arapaho Rd., Addison, Texas 75001  
www.moldlab.com (972) 247-9373

Page 1 of 1

Sample No	Volume (liters)	Sample Description	Identification	Raw Count	Concentration (spores/m³)
WP-1	150	SE wing	Aspergillus / Penicillium	941	20075
			Basidiospores	13	277
			Cladosporium	56	1195
			Myxomycete / Rust / Smut	8	171
			Hyphal-like fragments	2	43
			Total:		21761

Results apply only to samples tested. Results may not be reproduced except in full without prior written approval of Moldlab.

License No: LAB0137 by the Texas Dept. of State Health Services. AIHA EMPAT ID No. 154782.

Kristina Rucker is a Certified Spore Analyst Level 1 (ID No: 10040071) by the Pan American Aerobiology Certification Board.

Analyst: Kristina Rucker

Lab Director: Kristina Rucker





## CHAIN OF CUSTODY

Moldlab, Ltd.  
3792 Arapaho Road  
Addison, TX 75001  
972-247-9373  
www.moldlab.com

Company Name RL REED & ASSOC. Contact Person Becky Reed  
Project Name Winter Park Date Sampled 10-6-05  
Project No 05083 Turnaround\* (circle one): Standard / RUSH / SAME DAY

How would you like to receive your report (circle one) Email or Fax reed32@aol.com

\* Turnaround times are dependent on workload. In January 2005, Standard is running approximately 24 to 48 hours, and Rush is usually available Same Day.

### Test Codes:

1. Air-o-cell & Allergenco (count & genus)
2. Air-o-cell & Allergenco (expanded profile)
3. Direct Exam (swab, bulk and tape)
4. Culturable (Anderson, swab & bulk)

Sample ID/No.	Sample Location / Description	Test Code	Time On	Time Off	Total Volume	Comments or Special Instructions
WP-1	SE wing	1	9:25	9:35	150	Rm 190C mold on wall
WP-2	SE wing	1	9:29	9:39	150	Rm 180R
WP-3	NW wing	1	9:46	9:56	150	Rm 247 swab on door
WP-4	outside	1	10:03	10:13	150	outside
						05-1884 AIR

Released by Becky Reed Date / Time 10-6-05/1:00 Received by \_\_\_\_\_ Date / Time 10/7/05

Released by \_\_\_\_\_ Date / Time \_\_\_\_\_ Received by Becky Reed Date / Time 12:00

## **APPENDIX B**

### **Photographs**



8901 Valencia Gardens Drive  
Orlando, FL 32825

**Top:**  
Area of mold on wall of  
Room 190C  
**Bottom:**

## **McCarty Office Building Photographs**

Project Number 05083





July 17, 2009  
Project No. 01-05-0083-326

Mr. Joseph Serrano  
**City of Winter Park**  
401 Park Avenue South  
Winter Park, Florida 32789

**Pre-Demolition Asbestos Survey**  
**McCarty Building Located at 941 Morse Boulevard**  
**Winter Park, Orange County, Florida**

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Dear Mr. Serrano:

In accordance with your authorization of our proposal dated June 9, 2009, **Nodarse & Associates, Inc. (N&A)** is pleased to provide you with the pre-demolition asbestos survey for the above referenced site. The survey was conducted by Mr. Bill Crowe under the supervision of Mr. Ed Nunez of Air Analytics, Florida Licensed Asbestos Consultant. Four (4) copies of the report are provided for your use and distribution. Also, per our discussion, a walk-through with the prospective abatement contractors can be conducted at the City's request.

N&A appreciates the opportunity to provide this assessment on this project. We look forward to continuing to work with the City of Winter Park on future projects. Should you have any questions with regard to the information attached, please do not hesitate to contact us at 407-740-6110.

Sincerely,

**NODARSE & ASSOCIATES, INC.**

William H. Crowe  
Senior Environmental Professional

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## INTRODUCTION

This report is prepared for the City of Winter Park. The scope of work for this project was to conduct a National Emission Standards for Hazardous Air Pollutants (NESHAPS) asbestos survey on the McCarty Building located at Morse Boulevard and Denning Avenue in Winter Park, Florida. The interior and exterior of the building including the roof were surveyed as part of the scope. The survey was performed by William Crowe under the direction of Mr. Edward Nunez of Air Analytics Inc., Oviedo, Florida.

The survey was conducted on several dates in June 2009. The 2-story structure (approximately 70,000 square feet) was unoccupied at the time of the survey.

The homogeneous areas were identified to determine materials uniform in color, physical appearance and texture. Sampling methodology was designed to collect samples from all homogeneous areas where materials could be determined to be of the same origin. Samples were collected and analyzed by polarized light microscopy (PLM), Method 600R/-93/116 for asbestos content. EMSL laboratories located at 5125 Adanson Street in Orlando, Florida perform the asbestos testing. EMSL is a NVLAP accredited laboratory.

## RESULTS

Table 1 (shown on Page 2) indicates the approximate quantities of asbestos containing materials (ACM) from the survey. Table 2 is contained in **Appendix A** and lists all suspect ACM sampled in performing the survey. Samples containing greater than 1% asbestos are considered asbestos contained and are listed separately in Table.1.

**TABLE 1 - ASBESTOS ANALYSIS OF BULK SAMPLES  
McCARTY BUILDING  
WINTER PARK, ORANGE COUNTY, FLORIDA  
N&A PROJECT NO. 01-05-0083-326**

<b>Sample No.</b>	<b>Location</b>	<b>Description</b>	<b>Appearance</b>	<b>Quantity</b>	<b>Asbestos</b>	<b>Friability</b>
BC-27	NE POD First Floor	12x12 Beige Floor Tile	Beige with brown spec	160 square feet	2% Chrysotile	Non-friable
BC-35	NE POD Rm 180P	9x9 Gray Floor Tile (under carpet)	Gray	3000 square feet	2% Chrysotile	Non-friable
BC-35	NE POD Rm 180P	Black Mastic	Black	see below	10% Chrysotile	Non-friable
BC-38	NE POD By entry	9x9 Gray Floor Tile (under carpet)	Gray	3000 square feet	4% Chrysotile	Non-friable
BC-38	NE POD By entry	Black Mastic	Black	see below	10% Chrysotile	Non-friable
BC-67	NE Rm 160D	9x9 White Floor Tile (under carpet)	White (covered with mastic)	4000 square feet	2% Chrysotile	Non-friable
BC-67	NE Rm 160D	Black Mastic	Black	see below	4% Chrysotile	Non-friable
BC-69	NW POD	9x9Turquoise Floor Tile	Blue	see below	2% Chrysotile	Non-friable
BC-69	NW POD	Black Mastic	Black	see below	10% Chrysotile	Non-friable
BC-74	Room 244	Black Mastic	Black	see below	10% Chrysotile	Non-friable
BC-85	NW POD 2nd Floor	9x9 Turquoise Floor Tile	Blue	see below	2% Chrysotile	Non-friable
BC-121	SW POD 2nd Floor	9x9 Pink Floor Tile (under carpet)	Red	1500 square feet	2% Chrysotile	Non-friable
BC-121	SW POD 2nd Floor	Black Mastic	Black	see below	10% Chrysotile	Non-friable
BC-126	SW POD 2nd Floor	9x9 Turquoise Floor Tile	Blue	see below	6% Chrysotile	Non-friable
BC-147	NE POD 2nd Floor	Transite Wall System	Tan	see below	30% Chrysotile	Non-friable
BC-207	Roof Caulk	Black/Silver	Black/Silver	250 linear feet	10% Chrysotile	Non-friable
BC-220	Roof Edge Flashing	Black/Silver	Black/Silver	1400 linear feet	8% Chrysotile	Non-friable
BC-243	NW POD 2nd Floor	Transite Wall System	Tan	see below	25% Chrysotile	Non-friable
Summary						
Turquoise 9x9	Floor Tile			15000 square feet		
Black Mastic	Also present under some carpeting without floor tile			30000 square feet		
Transite Wall Panels				32000 square feet		

### DISCUSSION OF RESULTS

All materials found to be asbestos containing are non-friable. The wall system transite panels are Category II non-friable. All the remaining positive ACM are Category I non-friable. All ACM was sampled with the exception of the electrical components and the elevator components.

### LIMITATIONS

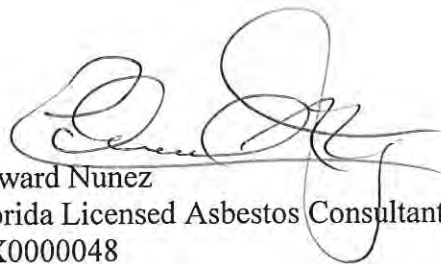
The electrical system was energized during the survey. None of the circuit boards or electrical components were sampled during this survey.

The elevator brake pads may contain asbestos. The elevator shaft was not accessed to sample the brake pads or other elevator components.

These components may be assumed for demolition, or should be sampled at such time they can safely be accessed to determine if they are asbestos containing. If concealed suspect ACM is discovered that is not included in the list of sampled materials, it should be assumed as ACM or sampled to determine asbestos content.



William H. Crowe  
Senior Environmental Professional



Edward Nunez  
Florida Licensed Asbestos Consultant  
AX0000048

## **APPENDIX A**



**TABLE 2 - ASBESTOS ANALYSIS OF BULK SAMPLES**  
**McCARTY BUILDING**  
**WINTER PARK, ORANGE COUNTY, FLORIDA**  
**N&A PROJECT NO. 01-05-0083-326**

Sample No.	Location	Description	Appearance	Asbestos
BC-1	NE First Floor Entrance	Ceiling Tile	Tan; fibrous; heterogeneous	None Detected
BC-2	NE First Floor	Ceiling Tile	Tan; non-fibrous; heterogeneous	None Detected
BC-3	NE First Floor	Ceiling Tile	Tan; non-fibrous; heterogeneous	None Detected
BC-4	NE First Floor	Ceiling Tile	Tan; fibrous; heterogeneous	None Detected
BC-5	E Entrance First Floor	Ceiling Tile	Tan; fibrous; heterogeneous	None Detected
BC-6	Room 180D	Ceiling Tile	Tan; fibrous; heterogeneous	None Detected
BC-7	Room 180J	Ceiling Tile	Tan; fibrous; heterogeneous	None Detected
BC-8	Room 190E	Ceiling Tile	Tan; fibrous; heterogeneous	None Detected
BC-9	S Entrance First Floor	Ceiling Tile	Tan; fibrous; heterogeneous	None Detected
BC-10	S Entrance First Floor	Ceiling Tile	Tan; fibrous; heterogeneous	None Detected
BC-11	W Entrance First Floor	Sparce	Tan; fibrous; heterogeneous	None Detected
BC-12	W Entrance First Floor	Busy	Tan; fibrous; heterogeneous	None Detected
BC-13	SW First Floor	SW abated floor entry	Tan; fibrous; heterogeneous	None Detected
BC-14	SW Room 133 K	SW 133k	Tan; fibrous; heterogeneous	None Detected
BC-15	SW Room 133 F	SW 133f	Tan; fibrous; heterogeneous	None Detected
BC-16	SW Room 133 C	SW 133c	Tan; fibrous; heterogeneous	None Detected
BC-17	NW First Floor	Fluffy pink NW	Tan; fibrous; heterogeneous	None Detected
BC-18	NW First Floor	Fluffy pink NW	Tan; fibrous; heterogeneous	None Detected
BC-19	NW First Floor	Fluffy pink NW	Tan; fibrous; heterogeneous	None Detected
BC-20	NW First Floor	Replacement white pink	Tan; fibrous; heterogeneous	None Detected
BC-21	NE First Floor	Blue carpet mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-22	NE First Floor	Black base	Black; non- fibrous; heterogeneous	None Detected
BC-23	NE First Floor	Blue carpet base mastic	Brown; non-fibrous; heterogeneous	None Detected
BC-24	NE First Floor	Tan mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-25	NE First Floor	White tan mastic	Tan; non-fibrous; heterogeneous	None Detected
BC-26	NE First Floor	Tan mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-27-Floor Tile	NE First Floor	Beige with brown spec	White; non-fibrous; heterogeneous	2% Chrysotile
BC-27-Mastic	NE First Floor	Beige with brown spec	Brown; non-fibrous; heterogeneous	None Detected
BC-28-Floor Tile	NE First Floor	Beige with brown spec		Stop Positive (not analyzed)

Sample No.	Location	Description	Appearance	Asbestos
BC-28-Mastic	NE First Floor	Beige with brown spec	Brown; non-fibrous; heterogeneous	None Detected
BC-29-Floor Tile	NE First Floor	Beige with brown spec		None Detected
BC-29-Mastic	NE First Floor	Beige with brown spec	Brown; non-fibrous; heterogeneous	Stop Positive (not analyzed)
BC-30	SE First Floor	12x12 gray tan mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-31	SE First Floor	12x12 gray tan mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-32	SE First Floor	12x12 gray tan mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-33	SE First Floor	Blue carpet mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-34	SE First Floor	Brown carpet mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-35-Floor Tile	SE First Floor 180P	9x9 gray tile under carpet	Gray; non-fibrous; heterogeneous	2% Chrysotile
BC-35-Mastic	SE First Floor 180P	Black mastic	Black; non-fibrous; heterogeneous	10% Chrysotile
BC-36-Floor Tile	SE First Floor 190J	9x9 gray tile under carpet		Stop Positive (not analyzed)
BC-36-Mastic	SE First Floor 190J	Black mastic		Stop Positive (not analyzed)
BC-37-Floor Tile	SE First Floor 190E	9x9 gray tile under carpet		Stop Positive (not analyzed)
BC-37-Mastic	SE First Floor 190E	Black mastic		Stop Positive (not analyzed)
BC-38-Floor Tile	NE First Floor By Entry	Floor Tile	Gray; non-fibrous; heterogeneous	4% Chrysotile
BC-38-Mastic	NE First Floor	Black mastic	Black; non-fibrous; heterogeneous	10% Chrysotile
BC-39-Floor Tile	NE First Floor 160C	9x9 under carpet		Stop Positive (not analyzed)
BC-39-Mastic	NE First Floor 160C	Black Mastic		Stop Positive (not analyzed)
BC-40-Floor Tile	NE First Floor - Hallway	9x9 under carpet		Stop Positive (not analyzed)
BC-40-Mastic	NE First Floor - Hallway	Black mastic		Stop Positive (not analyzed)
BC-41-Floor Tile	NW First Floor	12x12 white spec	White; non-fibrous; heterogeneous	None Detected
BC-41-Mastic	NW First Floor	Tan mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-42-Floor Tile	NW First Floor	12x12 white spec	White; non-fibrous; heterogeneous	None Detected
BC-43-Floor Tile	NW First Floor	12x12 white spec	White; non-fibrous; heterogeneous	None Detected
BC-44-Mastic	NW First Floor	Tan mastic-carpet	Yellow; non-fibrous; heterogeneous	None Detected
BC-45-Linolium	NW First Floor	Linolium under carpet	Gray; fibrous; heterogeneous	None Detected
BC-46-Mastic	NW First Floor	Tan mastic-carpet	Yellow; non-fibrous; heterogeneous	None Detected
BC-47-Mastic	NW First Floor	Tan mastic-carpet	Yellow; non-fibrous; heterogeneous	None Detected
BC-48-Mastic	NW First Floor	Tan mastic-carpet	Yellow; non-fibrous; heterogeneous	None Detected
BC-49-Cove Base	NW First Floor	Green base cove mastic	Blue; non-fibrous; heterogeneous	None Detected
BC-49-Adhesive	NW First Floor	Green base cove mastic	White; non-fibrous; heterogeneous	None Detected
BC-50-Cove Base	NW First Floor	Green base cove mastic	Blue; non-fibrous; heterogeneous	None Detected
BC-50-Adhesive	NW First Floor	Green base cove mastic	White; non-fibrous; heterogeneous	None Detected
BC-51-Linolium	NW First Floor	Gray linolium	Gray; fibrous; heterogeneous	None Detected

Sample No.	Location	Description	Appearance	Asbestos
BC-52-Linolium	NW First Floor	Gray linolium	Gray; non-fibrous; heterogeneous	None Detected
BC-53-Floor Tile	NW First Floor Reception	Gray 12x12	Gray; non-fibrous; heterogeneous	None Detected
BC-53-Mastic	NW First Floor Reception	Tan Mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-54-Floor Tile	NW Room 150	Gray 12x12	Gray; non-fibrous; heterogeneous	None Detected
BC-54-Mastic	NW Room 150	Tan Mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-55-Floor Tile	NW Room 150C	Gray 12x12	Gray; non-fibrous; heterogeneous	None Detected
BC-55-Mastic	NW Room 150C	Tan Mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-56-Floor Tile	NW Hall by 150C	Gray 12x12	Gray; non-fibrous; heterogeneous	None Detected
BC-56-Mastic	NW Hall by 150C	Tan Mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-57-Floor Tile	NW Room 142	Gray 12x12	Gray; non-fibrous; heterogeneous	None Detected
BC-57-Mastic	NW Room 142	Tan Mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-58-Floor Tile	NW First Floor Reception	Gray 12x12	Gray; non-fibrous; heterogeneous	None Detected
BC-59-Linolium	NW Room 142G	Gray linolium	Gray; fibrous; heterogeneous	None Detected
BC-60-Linolium	NW Hall by Reception	Gray linolium	Gray; fibrous; heterogeneous	None Detected
BC-61-Linolium	NW Hall by 142	Gray linolium	Gray; fibrous; heterogeneous	None Detected
BC-62-Linolium	NW Room 142	Light Gray linolium	Gray; fibrous; heterogeneous	None Detected
BC-63-Linolium	NW Room 142	Light Gray linolium	Gray; fibrous; heterogeneous	None Detected
BC-64-Linolium	NW Room 2	Light Gray linolium	Gray; non-fibrous; heterogeneous	None Detected
BC-65-Cove Base	SW First Floor	Blue vinyl	Blue; non-fibrous; heterogeneous	None Detected
BC-65-Adhesive	SW First Floor	White Mastic	White; non-fibrous; heterogeneous	None Detected
BC-66-Floor Tile	SW First Floor	12x12 white spec	White; non-fibrous; heterogeneous	None Detected
BC-66-Mastic	SW First Floor	Black Tan	Yellow; non-fibrous; heterogeneous	None Detected
BC-67-Floor Tile	NE Room 160D	9x9 under carpet	White; non-fibrous; heterogeneous	2% Chrysotile
BC-67-Mastic	NE Room 160D	Black mastic	Black; non-fibrous; heterogeneous	4% Chrysotile
BC-68-Mastic	NE Room 160B	White Base Cove Mastic	White; non-fibrous; heterogeneous	None Detected
BC-69-Floor Tile	NW Second Floor	9x9 turquoise	Blue; non-fibrous; heterogeneous	2% Chrysotile
BC-69-Mastic	NW Second Floor	Black Mastic	Black; non-fibrous; heterogeneous	10% Chrysotile
BC-70-Floor Tile	NW Second Floor	9x9 turquoise		Stop Positive (not analyzed)
BC-70-Mastic	NW Second Floor	Black mastic		Stop Positive (not analyzed)
BC-71-Floor Tile	NW Second Floor	9x9 turquoise		Stop Positive (not analyzed)
BC-71-Mastic	NW Second Floor	Black mastic		Stop Positive (not analyzed)
BC-72-Mastic	NW Second Floor	Black base mastic	Black; non-fibrous; heterogeneous	None Detected
BC-73-Floor Tile	NW Room 240	9x9 turquoise		Not Submitted
BC-74-Floor Tile	NW Room 244	Black mastic	Blue; non-fibrous; heterogeneous	2% Chrysotile

Sample No.	Location	Description	Appearance	Asbestos
BC-74-Mastic	NW Room 244	Black mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-75-Cove Base	NW Room 244	White mastic	gray; non-fibrous; heterogeneous	None Detected
BC-75-Adhesive	NW Room 244	White mastic	White; non-fibrous; heterogeneous	None Detected
BC-76-Cove Base	NW Room 246	White mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-76-Adhesive	NW Room 246	White mastic	White; non-fibrous; heterogeneous	None Detected
BC-77-Cove Base	NW Room 243G	White mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-77-Adhesive	NW Room 243G	White mastic	White; non-fibrous; heterogeneous	None Detected
BC-78-Undercoat	NW Second Floor	Gray under coat	Gray; non-fibrous; heterogeneous	None Detected
BC-79-Undercoat	Sample lost from bag	Gray under coat		Not Submitted
BC-80-Mastic	NW Room 243 Hall	Clear base cove mastic	Clear; non-fibrous; heterogeneous	None Detected
BC-81-Mastic	NW Room 241 Hall	Clear base cove mastic	Clear; non-fibrous; heterogeneous	None Detected
BC-82-Mastic	NW Room 230A	Brown base cove	Brown; non-fibrous; heterogeneous	None Detected
BC-83-Mastic	NW Room 239J	Brown carpet mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-84-Mastic	NW Room 239J	Blue carpet mastic	Yellow; non-fibrous; heterogeneous	None Detected
BC-85-Floor Tile	NW Room 239B	9x9 turquoise	Blue; non-fibrous; heterogeneous	2% Chrysotile
BC-85-Mastic	NW Room 239B	9x9 turquoise	Yellow; non-fibrous; heterogeneous	None Detected
BC-86	No sample collected			
BC-87	No sample collected			
BC-88	No sample collected			
BC-89	No sample collected			
BC-90-Paper	NW Room 150C	TSI	White/silver; fibrous; heterogeneous	None Detected
BC-90-Fiberglass	NW First Floor	TSI	Yellow; fibrous; heterogeneous	None Detected
BC-91-Paper	NW First Floor	Paper covering fiberglass	White/silver; fibrous; heterogeneous	None Detected
BC-91-Fiberglass	NW First Floor	Paper covering fiberglass	Yellow; fibrous; heterogeneous	None Detected
BC-92-Mastic	NW First Floor	White mastic	White/silver; fibrous; heterogeneous	None Detected
BC-93-Paper	NW First Floor	White paper covering black insulation	White; fibrous; heterogeneous	None Detected
BC-93-Insulation	NW First Floor	White paper covering black insulation	Black; non-fibrous; heterogeneous	None Detected
BC-94-Paper	NW First Floor	White paper covering black insulation	White; fibrous; heterogeneous	None Detected
BC-94-Fiberglass	NW First Floor	White paper covering black insulation	Black; non-fibrous; heterogeneous	None Detected
BC-95-Paper	NW First Floor	White paper covering black insulation	White; fibrous; heterogeneous	None Detected
BC-95-Fiberglass	NW First Floor	White paper covering black insulation	Black; non-fibrous; heterogeneous	None Detected
BC-96-TSI	NW First Floor	3" line	White/yellow; fibrous; heterogeneous	None Detected
BC-97-TSI	NW First Floor	3" line	White/yellow; fibrous; heterogeneous	None Detected
BC-98-TSI	NW First Floor	3" line	White/yellow; fibrous; heterogeneous	None Detected

Sample No.	Location	Description	Appearance	Asbestos
BC-99-Mastic	NW First Floor	Tan mastic	Tan; non-fibrous; heterogeneous	None Detected
BC-100-Mastic	NW First Floor	Tan mastic	Tan; non-fibrous; heterogeneous	None Detected
BC-101-Mastic	NW First Floor	Tan mastic	Tan; non-fibrous; heterogeneous	None Detected
BC-102-Mastic	NW First Floor	Gray mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-103-Mastic	NW First Floor	Gray mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-104-Mastic	NW First Floor	Gray mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-105-Paper	NW First Floor	Paper over fiberglass covering	White; fibrous; heterogeneous	None Detected
BC-105-Insulation	NW First Floor	Paper over fiberglass covering	Yellow; fibrous; heterogeneous	None Detected
BC-106-Insulation	NW First Floor	Paper over fiberglass covering	White; fibrous; heterogeneous	None Detected
BC-107-Insulation	NW First Floor	Paper over fiberglass covering	White; fibrous; heterogeneous	None Detected
BC-108-Mastic	NW First Floor	Black mastic-duct	Black; fibrous; heterogeneous	None Detected
BC-109	NW First Floor	Black mastic-duct	Black; fibrous; heterogeneous	None Detected
BC-110	NW First Floor	Black vibration damper	Black; fibrous; heterogeneous	None Detected
BC-111	NW First Floor	Black vibration damper	Black; fibrous; heterogeneous	None Detected
BC-112	NW First Floor	Black vibration damper	Black; fibrous; heterogeneous	None Detected
BC-113	NW First Floor	Black mastic	Black; fibrous; heterogeneous	None Detected
BC-114-Paper	NW First Floor	Paper covering over line	White; fibrous; heterogeneous	None Detected
BC-114-Insulation	NW First Floor	Paper covering over line	Yellow; fibrous; heterogeneous	None Detected
BC-115-Paper	NW First Floor	Paper covering over line	White; fibrous; heterogeneous	None Detected
BC-115-Insulation	NW First Floor	Paper covering over line	Yellow; fibrous; heterogeneous	None Detected
BC-116-Paper	NW First Floor	Paper covering over line	White; fibrous; heterogeneous	None Detected
BC-116-Insulation	NW First Floor	Paper covering over line	Yellow; fibrous; heterogeneous	None Detected
BC-117	SW First Floor	Gray mastic on air duct	Gray; non-fibrous; heterogeneous	None Detected
BC-118	SW First Floor	Gray mastic on air duct	Gray; non-fibrous; heterogeneous	None Detected
BC-119	SW First Floor	Gray mastic on air duct	Gray; non-fibrous; heterogeneous	None Detected
BC-120-Floor Tile	SW Second Floor	Pink under carpet tile 9x9	Red; non-fibrous; heterogeneous	2% Chrysotile
BC-120-Mastic	SW Second Floor	Pink under carpet tile 9x9	Black; non-fibrous; heterogeneous	10% Chrysotile
BC-121-Floor Tile	SW Second Floor	Pink under carpet tile 9x9		Stop Positive (not analyzed)
BC-121-Mastic	SW Second Floor	Pink under carpet tile 9x9		Stop Positive (not analyzed)
BC-122-Floor Tile	SW Second Floor	Pink under carpet tile 9x9		Stop Positive (not analyzed)
BC-122-Mastic	SW Second Floor	Pink under carpet tile 9x9		Stop Positive (not analyzed)
BC-123-Cove Base	SW Second Floor	Gray vinyl white mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-123-Mastic	SW Second Floor	Gray vinyl white mastic	Tan; non-fibrous; heterogeneous	None Detected
BC-124-Cove Base	SW Second Floor	Gray vinyl white mastic	Gray; non-fibrous; heterogeneous	None Detected

Sample No.	Location	Description	Appearance	Asbestos
BC-124-Mastic	SW Second Floor	Gray vinyl white mastic	Tan; non-fibrous; heterogeneous	None Detected
BC-125-Cove Base	SW Second Floor	Gray vinyl white mastic	Gray; non-fibrous; heterogeneous	None Detected
BC-125-Mastic	SW Second Floor	Gray vinyl white mastic	Tan; non-fibrous; heterogeneous	None Detected
BC-126-Floor Tile	SW Second Floor	Turquoise tile under carpet	Blue; non-fibrous; heterogeneous	6% Chrysotile
BC-126-Mastic	SW Second Floor	Turquoise tile under carpet	Yellow; non-fibrous; heterogeneous	None Detected
BC-127-Mastic	SW Second Floor	Green mastic under carpet	Green; fibrous; heterogeneous	None Detected
BC-128-Mastic	SW Second Floor	Green mastic under carpet	Green; fibrous; heterogeneous	None Detected
BC-129-Mastic	SW Second Floor	Green mastic under carpet	Green; fibrous; heterogeneous	None Detected
BC-130-Drywall	NE Second Floor	Wall system	Tan; fibrous; heterogeneous	None Detected
BC-131-Joint Compound	NE Second Floor	Wall system	White; non-fibrous; heterogeneous	None Detected
BC-131-Drywall	NE Second Floor	Wall system	Tan; fibrous; heterogeneous	None Detected
BC-132-Joint Compound	NE Second Floor	Wall system	White; non-fibrous; heterogeneous	None Detected
BC-132-Drywall	NE Second Floor	Wall system	Tan; fibrous; heterogeneous	None Detected
BC-133-Mastic	NE Second Floor	Dark gray mastic HVAC	Gray; non-fibrous; heterogeneous	None Detected
BC-134-Mastic	NE Second Floor	Dark gray mastic HVAC	Gray; non-fibrous; heterogeneous	None Detected
BC-135-Cove Base	NE Second Floor	White mastic on black vinyl cove	Black; non-fibrous; heterogeneous	None Detected
BC-135-Mastic	NE Second Floor	White mastic on black vinyl cove	White; non-fibrous; heterogeneous	None Detected
BC-136-TSI	NE Second Floor	Yellow painted pipe insulation	Black/yellow; non-fibrous; heterogeneous	None Detected
BC-137-TSI	NE Second Floor	Yellow painted pipe insulation	Black/yellow; non-fibrous; heterogeneous	None Detected
BC-138-TSI	NE Second Floor	Yellow painted pipe insulation	Black/yellow; non-fibrous; heterogeneous	None Detected
BC-139-TSI	NE Second Floor	Blue pipe insulation	Blue; fibrous; heterogeneous	None Detected
BC-140-TSI	NE Second Floor	Blue pipe insulation	Blue; fibrous; heterogeneous	None Detected
BC-141-TSI	NE Second Floor	Blue pipe insulation	Blue; fibrous; heterogeneous	None Detected
BC-142-TSI	NE Second Floor	Gray pipe insulation	Gray; non-fibrous; heterogeneous	None Detected
BC-143-TSI	NE Second Floor	Gray pipe insulation	Gray; non-fibrous; heterogeneous	None Detected
BC-144-TSI	NE Second Floor	Gray pipe insulation	Gray; non-fibrous; heterogeneous	None Detected
BC-145-Paper	NE Second Floor	White pipe insulation	White; fibrous; heterogeneous	None Detected
BC-145-Insulation	NE Second Floor	White pipe insulation	Yellow; fibrous; heterogeneous	None Detected
BC-146-Paper	NE Second Floor	White pipe insulation	White; fibrous; heterogeneous	None Detected
BC-146-Insulation	NE Second Floor	White pipe insulation	Yellow; fibrous; heterogeneous	None Detected
BC-147-Transite Panel	NW Second Floor	Wall system-Transite Panel	Gray; fibrous; heterogeneous	30% Chrysotile
BC-147-Tan	NW Second Floor	Wall system	Tan; fibrous; heterogeneous	None Detected
BC-148-Joint Compound	NW Second Floor	Wall system	White; non-fibrous; heterogeneous	None Detected
BC-148-Drywall	NW Second Floor	Wall system	Tan; fibrous; heterogeneous	None Detected

Sample No.	Location	Description	Appearance	Asbestos
BC-149-Gray	NW Second Floor	Wall system		Stop Positive (not analyzed)
BC-149-Tan	NW Second Floor	Wall system	Tan; fibrous; heterogeneous	None Detected
BC-150-Drywall	NW Room 243E	Drywall	Tan; non-fibrous; heterogeneous	None Detected
BC-151-Drywall	NW Second Floor	Drywall	Tan; fibrous; heterogeneous	None Detected
BC-152-Drywall	SW Room 230H	Drywall	Tan; fibrous; heterogeneous	None Detected
BC-153-Paper	SW Second Floor	Pipe same as downstairs	White; non-fibrous; heterogeneous	None Detected
BC-153-Insulation	SW Second Floor	Pipe same as downstairs	Black; non-fibrous; heterogeneous	None Detected
BC-154-Gray/White	NW Mechanical Room	TSI 12 inch	Gray/white; non-fibrous; heterogeneous	None Detected
BC-154-Insulation	NW Mechanical Room	TSI 12 inch	Black; non-fibrous; heterogeneous	None Detected
BC-155-Gray/White	NW Mechanical Room	TSI 8 inch	Gray/white; non-fibrous; heterogeneous	None Detected
BC-155-Insulation	NW Mechanical Room	TSI 8 inch	Black; non-fibrous; heterogeneous	None Detected
BC-156-Gray/White	NW Mechanical Room	TSI 8 inch	Gray/white; non-fibrous; heterogeneous	None Detected
BC-156-Insulation	NW Mechanical Room	TSI 8 inch	Black; non-fibrous; heterogeneous	None Detected
BC-157-Paper	NW Mechanical Room	TSI 6 inch	Silver; fibrous; heterogeneous	None Detected
BC-157-Insulation	NW Mechanical Room	TSI 6 inch	Yellow; fibrous; heterogeneous	None Detected
BC-158-Paper	NW Mechanical Room	TSI 6 inch	Silver; fibrous; heterogeneous	None Detected
BC-158-Insulation	NW Mechanical Room	TSI 6 inch	Yellow; fibrous; heterogeneous	None Detected
BC-159-Paper	NW Mechanical Room	TSI 6 inch	Silver; fibrous; heterogeneous	None Detected
BC-159-Insulation	NW Mechanical Room	TSI 6 inch	Yellow; fibrous; heterogeneous	None Detected
BC-160-Mastic	NW Mechanical Room	Brown mastic	Brown/tan; fibrous; heterogeneous	None Detected
BC-161-Mastic	NW Mechanical Room	Brown mastic	Brown/tan; fibrous; heterogeneous	None Detected
BC-162-Mastic	NW Mechanical Room	Brown mastic	Brown/tan; fibrous; heterogeneous	None Detected
BC-163-Door Insulation	NE Mechanical Room Door	Door insulation mechanical room	Tan; fibrous; heterogeneous	None Detected
BC-164-Door Insulation	NE Mechanical Room Door	Door insulation mechanical room	Tan; fibrous; heterogeneous	None Detected
BC-165-Door Insulation	NE Mechanical Room Door	Door insulation mechanical room	Tan; fibrous; heterogeneous	None Detected
BC-166-Gray/White	NE Mechanical Room	Black foam insulation 16 inch pipe	Gray/white; fibrous; heterogeneous	None Detected
BC-166-Insulation	NE Mechanical Room	Black foam insulation 16 inch pipe	Black; non-fibrous; heterogeneous	None Detected
BC-167-Gray/White	NE Mechanical Room	Black foam insulation 16 inch pipe	Gray/white; fibrous; heterogeneous	None Detected
BC-167-Insulation	NE Mechanical Room	Black foam insulation 16 inch pipe	Black; non-fibrous; heterogeneous	None Detected
BC-168-Gray/White	NE Mechanical Room	Black foam insulation 16 inch pipe	Gray/white; fibrous; heterogeneous	None Detected
BC-168-Insulation	NE Mechanical Room	Black foam insulation 16 inch pipe	Black; non-fibrous; heterogeneous	None Detected
BC-169-Gray/White	NE Mechanical Room	Black foam insulation 16 inch pipe	Gray/white; fibrous; heterogeneous	None Detected
BC-169-Insulation	NE Mechanical Room	Black foam insulation 16 inch pipe	Black; non-fibrous; heterogeneous	None Detected
BC-170-TSI	NE Mechanical Room	Black foam insulation 16 inch pipe	Black/silver; non-fibrous; heterogeneous	None Detected

Sample No.	Location	Description	Appearance	Asbestos
BC-171-TSI	NE Mechanical Room	Black foam insulation 16 inch pipe	Black/silver; non-fibrous; heterogeneous	None Detected
BC-172-TSI	NE Mechanical Room	Black foam insulation 16 inch pipe	Black/silver; non-fibrous; heterogeneous	None Detected
BC-173-Silver	NE Mechanical Room	Fiberglass paper covered	Silver; fibrous; heterogeneous	None Detected
BC-173-Insulation	NE Mechanical Room	Fiberglass paper covered	Yellow; fibrous; heterogeneous	None Detected
BC-174-TSI	NE Mechanical Room	Brown paper duct insulation	Brown/yellow; fibrous; heterogeneous	None Detected
BC-175-TSI	NE Mechanical Room	Brown paper duct insulation	Brown/yellow; fibrous; heterogeneous	None Detected
BC-176-TSI	NE Mechanical Room	Brown paper duct insulation	Brown/yellow; fibrous; heterogeneous	None Detected
BC-177-White	NE Mechanical Room	White wrap over insulation	White; fibrous; heterogeneous	None Detected
BC-177-Insulation	NE Mechanical Room	White wrap over insulation	Yellow; fibrous; heterogeneous	None Detected
BC-178-TSI	SW Mechanical Room	Black w Silver covering	White/black; non-fibrous; heterogeneous	None Detected
BC-179-TSI	SW Mechanical Room	Caulk on pipe end	White/black; non-fibrous; heterogeneous	None Detected
BC-180-Finish Coat	Bath by SW Mech. Room	Drywall bathroom	White; non-fibrous; heterogeneous	None Detected
BC-180-Base Coat	Bath by SW Mech. Room	Drywall bathroom	Brown; non-fibrous; heterogeneous	None Detected
BC-181-Finish Coat	Hall By SW Mech. Room	Drywall bathroom	White; non-fibrous; heterogeneous	None Detected
BC-181-Base Coat	Hall By SW Mech. Room	Drywall bathroom	Brown; non-fibrous; heterogeneous	None Detected
BC-182-Finish Coat	SW East Entry	Stucco e entry	White; non-fibrous; heterogeneous	None Detected
BC-182-Base Coat	SW East Entry	Stucco e entry	Brown; non-fibrous; heterogeneous	None Detected
BC-183-Wrap	NE Mechanical Room	Silver with brown foam	White/silver; non-fibrous; heterogeneous	None Detected
BC-183-Insulation	NE Mechanical Room	Silver with brown foam	Gray/white; non-fibrous; heterogeneous	None Detected
BC-184-Wrap	NE Mechanical Room	Silver with brown foam	White/silver; non-fibrous; heterogeneous	None Detected
BC-184-Insulation	NE Mechanical Room	Silver with brown foam	Gray; non-fibrous; heterogeneous	None Detected
BC-185-Wrap	NE Mechanical Room	Silver with brown foam	White/silver; non-fibrous; heterogeneous	None Detected
BC-185-Insulation	NE Mechanical Room	Silver with brown foam	Gray; non-fibrous; heterogeneous	None Detected
BC-186-Wall System	SE Room 190	Wall system	Non-fibrous; heterogeneous	None Detected
BC-187-Joint Compound	SE Room 230	Drywall	White; non-fibrous; heterogeneous	None Detected
BC-187-Drywall	SE Room 230	Drywall	White; fibrous; heterogeneous	None Detected
BC-188-Joint Compound	SE Room 290D	Drywall	White; non-fibrous; heterogeneous	None Detected
BC-188-Drywall	SE Room 290D	Drywall	White; non-fibrous; heterogeneous	None Detected
BC-189-Joint Compound	SE Room 290	Drywall	White; non-fibrous; heterogeneous	None Detected
BC-189-Drywall	SE Room 290	Drywall	White; non-fibrous; heterogeneous	None Detected
BC-190-Drywall	SE Room 250	Drywall	White; non-fibrous; heterogeneous	None Detected
BC-191-Stucco	SE Second Floor	Stucco surfacing brown	White; non-fibrous; heterogeneous	None Detected
BC-192-Window Caulk	SE Room 280G	White window caulk	White; non-fibrous; heterogeneous	None Detected
BC-193-Window Caulk	SE Room 290D	White window caulk	White; non-fibrous; heterogeneous	None Detected



Sample No.	Location	Description	Appearance	Asbestos
BC-194-Window Caulk	SE Room 280	White window caulk	White; non-fibrous; heterogeneous	None Detected
BC-195-Window Caulk	NW Second Floor	Gray window caulk	Gray; non-fibrous; heterogeneous	None Detected
BC-196-Window Caulk	SW Second Floor	Gray window caulk	Gray; non-fibrous; heterogeneous	None Detected
BC-197-Window Caulk	NW Second Floor	Gray window caulk	Gray; non-fibrous; heterogeneous	None Detected
BC-198-Window Caulk	Room 262L	Gray window caulk	Gray; non-fibrous; heterogeneous	None Detected
BC-199-Window Caulk	SE Second Floor	Gray window caulk	Gray; non-fibrous; heterogeneous	None Detected
BC-200-Window Caulk	NE Second Floor	Gray window caulk	Gray; non-fibrous; heterogeneous	None Detected
BC-201-Roof Seam	Roof	Roof seam	Black; non-fibrous; heterogeneous	None Detected
BC-202-Roof Seam	Roof	Roof seam	Black; non-fibrous; heterogeneous	None Detected
BC-203-Dome Covering	Roof	Dome covering	Black/silver; non-fibrous; heterogeneous	None Detected
BC-204-Dome Covering	Roof	Dome covering	Black; non-fibrous; heterogeneous	None Detected
BC-205-Dome Covering	Roof	Dome covering	Black; non-fibrous; heterogeneous	None Detected
BC-206-Door Matt	Roof	Door matt by Hatch	Black; non-fibrous; heterogeneous	None Detected
BC-207-Caulk	Roof	Roof caulking silver/black	Black/silver; non-fibrous; heterogeneous	10% Chrysotile
BC-208-Caulk	Roof	Roof caulking silver/black		Stop Positive (not analyzed)
BC-209-Caulk	Roof	Roof caulking silver/black		Stop Positive (not analyzed)
BC-210-Caulk	Roof	Roof caulking silver/black		Stop Positive (not analyzed)
BC-211-Caulk	Roof	Roof caulking silver/black		Stop Positive (not analyzed)
BC-212-Caulk	Roof	Roof caulking silver/black		Stop Positive (not analyzed)
BC-213-Caulk	Roof	Roof caulking silver/black	Black; non-fibrous; heterogeneous	None Detected
BC-214-Shingle	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-214-Felt	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-215-Shingle	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-215-Felt	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-215-Tar	Roof	Roof core	Brown; non-fibrous; heterogeneous	None Detected
BC-216-Shingle	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-216-Felt	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-216-Tar	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-217-Shingle	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-217-Felt	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-217-Tar	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-218-Shingle	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-218-Felt	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-218-Tar	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected

Sample No.	Location	Description	Appearance	Asbestos
BC-218-Fibrous	Roof	Roof core	Brown; fibrous; heterogeneous	None Detected
BC-219-Shingle	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-219-Felt	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-219-Tar	Roof	Roof core	Black; non-fibrous; heterogeneous	None Detected
BC-219-Fibrous	Roof	Roof core	Brown; fibrous; heterogeneous	None Detected
BC-220-Caulk	Roof	Edge flashing	Black; non-fibrous; heterogeneous	8% Chrysotile
BC-221-Caulk	Roof	Edge flashing		Stop Positive (not analyzed)
BC-222-Caulk	Roof	Edge flashing		Stop Positive (not analyzed)
BC-223-Tar	Roof	Drain flashing	Black; non-fibrous; heterogeneous	None Detected
BC-224-Tar	Roof	Drain flashing	Black; non-fibrous; heterogeneous	None Detected
BC-225-Stucco	Roof	Stucco	Gray; non-fibrous; heterogeneous	None Detected
BC-226-Stucco	Roof	Stucco	Gray; non-fibrous; heterogeneous	None Detected
BC-227-Stucco	Roof	Stucco	Gray; non-fibrous; heterogeneous	None Detected
BC-228-Stucco	Roof	Stucco	Gray; non-fibrous; heterogeneous	None Detected
BC-229-Caulk	West	Gray base of building/sidewalks	Gray; non-fibrous; heterogeneous	None Detected
BC-230-Caulk	North	Gray base of building/sidewalks	Gray; non-fibrous; heterogeneous	None Detected
BC-231-Caulk	North	Gray base of building/sidewalks	Gray; non-fibrous; heterogeneous	None Detected
BC-232-Caulk	Northwest	Gray panel brown/window ledge	Gray; non-fibrous; heterogeneous	None Detected
BC-233-Caulk	West	Gray panel brown/window ledge	Gray; non-fibrous; heterogeneous	None Detected
BC-234-Caulk	North	Gray panel brown/window ledge	Gray; non-fibrous; heterogeneous	None Detected
BC-235-Caulk	Northeast	Gray panel brown/window ledge	Gray; non-fibrous; heterogeneous	None Detected
BC-236-Caulk	North	White/gray window	Gray; non-fibrous; heterogeneous	None Detected
BC-237-Caulk	Northwest	White/gray window	Gray; non-fibrous; heterogeneous	None Detected
BC-238-Caulk	South	White/gray window	Gray; non-fibrous; heterogeneous	None Detected
BC-239-Caulk	West	White/gray window	Gray; non-fibrous; heterogeneous	None Detected
BC-240-Caulk	North	Window caulk gray	Gray; non-fibrous; heterogeneous	None Detected
BC-241-Caulk	Southwest	Window caulk gray	Gray; non-fibrous; heterogeneous	None Detected
BC-242-Caulk	Northeast	Window caulk gray	Gray; non-fibrous; heterogeneous	None Detected
BC-243-Transite	NW	Transite	Gray; fibrous; heterogeneous	25% Chrysotile
BC-243-Fibrous Matrix		Wall system, same as 130, 131	Brown; fibrous; heterogeneous	None Detected

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Customer ID: NODA77  
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EMSL Order: 340903761  
EMSL Proj:  
Analysis Date: 6/24/2009

### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-85-Floor Tile 340903761-0035	9x9 turquoise	Blue Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
BC-85-Mastic 340903761-0035A	9x9 turquoise	Yellow Non-Fibrous Heterogeneous	2% Synthetic	98% Non-fibrous (other)	None Detected
BC-1 340903761-0036	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-2 340903761-0037	Ceiling Tile	Tan Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-3 340903761-0038	Ceiling Tile	Tan Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-4 340903761-0039	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-5 340903761-0040	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected

Analyst(s)

Adelmarie Bones (97)

  
Blanca Cortes, Ph.D., Laboratory Manager  
or other approved signatory

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-6 340903761-0041	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-7 340903761-0042	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-8 340903761-0043	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-9 340903761-0044	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-10 340903761-0045	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-11 340903761-0046	Sparce	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-12 340903761-0047	Busy	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-13 340903761-0048	sw abated floor entry	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-14 340903761-0049	sw 133k	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-15 340903761-0050	sw 133f	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-16 340903761-0051	sw 133c	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-17 340903761-0052	Fluffy pink NW	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-18 340903761-0053	Fluffy pink NW	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-19 340903761-0054	Fluffy pink NW	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
BC-20 340903761-0055	replacement white pink	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-21 340903761-0056	Blue carpet mast	Yellow Non-Fibrous Heterogeneous	5% Synthetic	95% Non-fibrous (other)	None Detected
BC-22 340903761-0057	black base	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-23 340903761-0058	blue carpet base mastic	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-24 340903761-0059	tan mastic	Yellow Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected
BC-25 340903761-0060	white tan mastic	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-26 340903761-0061	tan mastic	Yellow Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-27-Floor Tile 340903761-0062	beige w brown spec	White Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
BC-27-Mastic 340903761-0062A	beige w brown spec	Brown Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected
BC-28-Floor Tile 340903761-0063	beige w brown spec				Stop Positive (Not Analyzed)
BC-28-Mastic 340903761-0063A	beige w brown spec	Brown Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected
BC-29-Floor Tile 340903761-0064	beige w brown spec				Stop Positive (Not Analyzed)
BC-29-Mastic 340903761-0064A	beige w brown spec	Brown Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected
BC-30 340903761-0065	12x12 gray tan mastic	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Blanca Cortes, Ph.D., Laboratory Manager  
or other approved signatory

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EMSL Order: 340903761  
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Analysis Date: 6/24/2009

### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-31 340903761-0066	12x12 gray tan mastic	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-32 340903761-0067	12x12 gray tan mastic	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-33 340903761-0068	blue carpe mastic	Yellow Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected
BC-34 340903761-0069	brown carpe mastic	Yellow Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected
BC-35-Floor Tile 340903761-0070	9x9 gray tile under carpet	Gray Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
BC-35-Mastic 340903761-0070A	9x9 gray tile under carpet	Black Non-Fibrous Heterogeneous		90% Non-fibrous (other)	10% Chrysotile
BC-36-Floor Tile 340903761-0071	9x9 gray tile under carpet				Stop Positive (Not Analyzed)

Analyst(s)

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-36-Mastic 340903761-0071A	9x9 gray tile under carpet				Stop Positive (Not Analyzed)
BC-37-Floor Tile 340903761-0072	9x9 gray tile under carpet				Stop Positive (Not Analyzed)
BC-37-Mastic 340903761-0072A	9x9 gray tile under carpet				Stop Positive (Not Analyzed)
BC-38-Floor Tile 340903761-0073	by n entry	Gray Non-Fibrous Heterogeneous		96% Non-fibrous (other)	4% Chrysotile
BC-38-Mastic 340903761-0073A	by n entry	Black Non-Fibrous Heterogeneous		90% Non-fibrous (other)	10% Chrysotile
BC-39-Floor Tile 340903761-0074	9x9 under carpe				Stop Positive (Not Analyzed)
BC-39-Mastic 340903761-0074A	9x9 under carpe				Stop Positive (Not Analyzed)

Analyst(s)

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-40-Floor Tile 340903761-0075	9x9 under carpe				Stop Positive (Not Analyzed)
BC-40-Mastic 340903761-0075A	9x9 under carpe				Stop Positive (Not Analyzed)
BC-41-Floor Tile 340903761-0076	12x12 white spec	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-41-Mastic 340903761-0076A	12x12 white spec	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-42 340903761-0077	12x12 white spec	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-43 340903761-0078	12x12 white spec	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-44 340903761-0079	Green carpet	Yellow Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-45 340903761-0080	linolium under capet	Gray Fibrous Heterogeneous	10% Cellulose 25% Glass	65% Non-fibrous (other)	None Detected
BC-46 340903761-0081	tan mastic	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-47 340903761-0082	blue carpet	Yellow Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected
BC-48 340903761-0083	tan mastic	Yellow Non-Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
BC-49-Cove Base 340903761-0084	green base cove mastic	Blue Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-49-Adhesive 340903761-0084A	green base cove mastic	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-50-Cove Base 340903761-0085	green base cove mastic	Blue Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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**Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized  
Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-50-Adhesive 340903761-0085A	green base cove mastic	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-51 340903761-0001	Grayline park	Gray Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-52 340903761-0002	Grayline park	Gray Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-53-Floor Tile 340903761-0003	Gray 12x12 Tan Master receptor	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-53-Mastic 340903761-0003A	Gray 12x12 Tan Master receptor	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-54-Floor Tile 340903761-0004	Gray 12x12 Tan Master receptor	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-54-Mastic 340903761-0004A	Gray 12x12 Tan Master receptor	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-55-Floor Tile 340903761-0005	Gray 12x12 Tan Master receptor	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-55-Mastic 340903761-0005A	Gray 12x12 Tan Master receptor	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-56-Floor Tile 340903761-0006	Gray 12x12 Tan Master receptor	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-56-Mastic 340903761-0006A	Gray 12x12 Tan Master receptor	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-57-Floor Tile 340903761-0007	Gray 12x12 Tan Master receptor	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-57-Mastic 340903761-0007A	Gray 12x12 Tan Master receptor	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-58 340903761-0008	Gray 12x12 White Master receptor	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-59 340903761-0009	Gray Line	Gray Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-60 340903761-0010	Hall by rectp	Gray Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-61 340903761-0011	Hall by 142	Gray Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-62 340903761-0012	Line LT Gray 142	Gray Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-63 340903761-0013	Line LT Gray 142	Gray Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-64 340903761-0014	RM 2 Lt Gray	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-65-Cove Base 340903761-0015	Blue Vinyl	Blue Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-65-Adhesive 340903761-0015A	Blue Vinyl	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-66-Floor Tile 340903761-0016	12x12 white spec	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-66-Mastic 340903761-0016A	12x12 white spec	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-67-Floor Tile 340903761-0017	RM 160D 9x9 under carpet	White Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
BC-67-Mastic 340903761-0017A	RM 160D 9x9 under carpet	Black Non-Fibrous Heterogeneous		96% Non-fibrous (other)	4% Chrysotile
BC-68 340903761-0018	rm 160b wjote carpet	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-69-Floor Tile 340903761-0019	9x9 turquoise	Blue Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
BC-69-Mastic 340903761-0019A	9x9 turquoise	Black Non-Fibrous Heterogeneous		90% Non-fibrous (other)	10% Chrysotile

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-70-Floor Tile 340903761-0020	9x9 turquoise				Stop Positive (Not Analyzed)
BC-70-Mastic 340903761-0020A	9x9 turquoise				Stop Positive (Not Analyzed)
BC-71-Floor Tile 340903761-0021	9x9 turquoise				Stop Positive (Not Analyzed)
BC-71-Mastic 340903761-0021A	9x9 turquoise				Stop Positive (Not Analyzed)
BC-72 340903761-0022	Black base mastic	Black Non-Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
BC-73 340903761-0023	9x9 turquoise				Not Submitted
BC-74-Floor Tile 340903761-0024	Black Mastic	Blue Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-74-Mastic 340903761-0024A	Black Mastic	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-75-Cove Base 340903761-0025	White Mastic	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-75-Adhesive 340903761-0025A	White Mastic	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-76-Cove Base 340903761-0026	White Mastic	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-76-Adhesive 340903761-0026A	White Mastic	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-77-Cove Base 340903761-0027	White Mastic	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-77-Adhesive 340903761-0027A	White Mastic	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Adelmarie Bones (97)

Blanca Cortes, Ph.D., Laboratory Manager  
or other approved signatory

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Customer ID: NODA77  
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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-78 340903761-0028	Gray under coat	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-79 340903761-0029	Gray under coat				Not Submitted
Bag was empty.					
BC-80 340903761-0030	Clean carpet base cove	Clear Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-81 340903761-0031	Clean carpet base cove	Clear Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-82 340903761-0032	Brown base cove	Brown Non-Fibrous Heterogeneous	2% Synthetic	98% Non-fibrous (other)	None Detected
BC-83 340903761-0033	Brown carpet bastic	Yellow Non-Fibrous Heterogeneous	15% Synthetic	85% Non-fibrous (other)	None Detected
BC-84 340903761-0034	Blue carpet mastic	Yellow Non-Fibrous Heterogeneous	15% Synthetic	85% Non-fibrous (other)	None Detected

Analyst(s)

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-85-Floor Tile 340903761-0035	9x9 turquoise	Blue Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
BC-85-Mastic 340903761-0035A	9x9 turquoise	Yellow Non-Fibrous Heterogeneous	2% Synthetic	98% Non-fibrous (other)	None Detected
BC-1 340903761-0036	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-2 340903761-0037	Ceiling Tile	Tan Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-3 340903761-0038	Ceiling Tile	Tan Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-4 340903761-0039	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-5 340903761-0040	Ceiling Tile	Tan Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-90-Paper 340903822-0001	TSI	White/Silver Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected
BC-90-Fiber Glass 340903822-0001A	TSI	Yellow Fibrous Heterogeneous	90% Glass	10% Non-fibrous (other)	None Detected
BC-91-Paper 340903822-0002	paper covering fiberglass	White/Silver Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected
BC-91-Fiber Glass 340903822-0002A	paper covering fiberglass	Yellow Fibrous Heterogeneous	90% Glass	10% Non-fibrous (other)	None Detected
BC-92 340903822-0003	white mastic	White/Silver Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected
BC-93-Paper 340903822-0004	white paper covering black insulation	White Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-93-Insulation 340903822-0004A	white paper covering black insulation	Black Non-Fibrous Heterogeneous		0% Non-fibrous (other) 100% Perlite	None Detected

Analyst(s)

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*Randy Pruitt (120)*

  
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Sample	Description	Appearance		Non-Asbestos		Asbestos
				% Fibrous	% Non-Fibrous	% Type
BC-94-Paper 340903822-0005	white paper covering black insulaton	White Fibrous Heterogeneous			100% Non-fibrous (other)	None Detected
BC-94-Insulation 340903822-0005A	white paper covering black insulaton	Black Non-Fibrous Heterogeneous			0% Non-fibrous (other) 100% Perlite	None Detected
BC-95-Paper 340903822-0006	white paper covering black insulaton	White Fibrous Heterogeneous			100% Non-fibrous (other)	None Detected
BC-95-Insulation 340903822-0006A	white paper covering black insulaton	Black Non-Fibrous Heterogeneous			0% Non-fibrous (other) 100% Perlite	None Detected
BC-96 340903822-0007	3" lim	White/Yellow Fibrous Heterogeneous	15% Cellulose 80% Glass		5% Non-fibrous (other)	None Detected
BC-97 340903822-0008	3" lim	White/Yellow Fibrous Heterogeneous	15% Cellulose 80% Glass		5% Non-fibrous (other)	None Detected
BC-98 340903822-0009	3" lim	White/Yellow Fibrous Heterogeneous	15% Cellulose 80% Glass		5% Non-fibrous (other)	None Detected

**Analyst(s)**

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-99 340903822-0010	tan mastic	Tan Non-Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected
BC-100 340903822-0011	tan mastic	Tan Non-Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected
BC-101 340903822-0012	tan mastic	Tan Non-Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected
BC-102 340903822-0013	grey mastic	Gray Non-Fibrous Heterogeneous	5% Glass	95% Non-fibrous (other)	None Detected
BC-103 340903822-0014	grey mastic	Gray Non-Fibrous Heterogeneous	5% Glass	95% Non-fibrous (other)	None Detected
BC-104 340903822-0015	grey mastic	Gray Non-Fibrous Heterogeneous	5% Glass	95% Non-fibrous (other)	None Detected
BC-105-Paper 340903822-0016	paper over fiberglass covering	White Fibrous Heterogeneous	30% Glass	70% Non-fibrous (other)	None Detected

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-105-Insulation 340903822-0016A	paper over fiberglass covering	Yellow Fibrous Heterogeneous	95% Glass	5% Non-fibrous (other)	None Detected
BC-106 340903822-0017	paper over fiberglass covering	White Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected
BC-107 340903822-0018	paper over fiberglass covering	White Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected
BC-108 340903822-0019	black mastic	Black Fibrous Heterogeneous	20% Cellulose 20% Glass	60% Non-fibrous (other)	None Detected
BC-109 340903822-0020	black mastic	Black Fibrous Heterogeneous	20% Cellulose 20% Glass	60% Non-fibrous (other)	None Detected
BC-110 340903822-0021	black vibration damper	Black Fibrous Heterogeneous	70% Glass	30% Non-fibrous (other)	None Detected
BC-111 340903822-0022	black vibration damper	Black Fibrous Heterogeneous	70% Glass	30% Non-fibrous (other)	None Detected

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**Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized  
Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			%	Fibrous	% Type
BC-112 340903822-0023	black vibration damper	Black Fibrous Heterogeneous	70%	Glass	30% Non-fibrous (other) None Detected
BC-113 340903822-0024	black mastic	Black Fibrous Heterogeneous	5% 20%	Cellulose Glass	75% Non-fibrous (other) None Detected
BC-114-Paper 340903822-0025	paper covering over line	White Fibrous Heterogeneous	20%	Glass	80% Non-fibrous (other) None Detected
BC-114-Insulation 340903822-0025A	paper covering over line	Yellow Fibrous Heterogeneous	95%	Glass	5% Non-fibrous (other) None Detected
BC-115-Paper 340903822-0026	paper covering over line	White Fibrous Heterogeneous	20%	Glass	80% Non-fibrous (other) None Detected
BC-115-Insulation 340903822-0026A	paper covering over line	Yellow Fibrous Heterogeneous	95%	Glass	5% Non-fibrous (other) None Detected
BC-116-Paper 340903822-0027	paper covering over line	White Fibrous Heterogeneous	20%	Glass	80% Non-fibrous (other) None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos	
			%	Fibrous	% Non-Fibrous	% Type
BC-116-Insulation 340903822-0027A	paper covering over line	Yellow Fibrous Heterogeneous	95%	Glass	5% Non-fibrous (other)	None Detected
BC-117 340903822-0028	grey mastic on air duct	Gray Non-Fibrous Heterogeneous	10%	Glass	90% Non-fibrous (other)	None Detected
BC-118 340903822-0029	grey mastic on air duct	Gray Non-Fibrous Heterogeneous	10%	Glass	90% Non-fibrous (other)	None Detected
BC-119 340903822-0030	grey mastic on air duct	Gray Non-Fibrous Heterogeneous	10%	Glass	90% Non-fibrous (other)	None Detected
BC-120-Floor Tile 340903822-0031	pink under carpet tile 9x9	Red Non-Fibrous Heterogeneous	6%	Cellulose	92% Non-fibrous (other)	2% Chrysotile
BC-120-Mastic 340903822-0031A	pink under carpet tile 9x9	Black Non-Fibrous Heterogeneous	5%	Cellulose	85% Non-fibrous (other)	10% Chrysotile
BC-121-Floor Tile 340903822-0032	pink under carpet tile 9x9					Stop Positive (Not Analyzed)

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-121-Mastic 340903822-0032A	pink under carpet tile 9x9				Stop Positive (Not Analyzed)
BC-122-Floor Tile 340903822-0033	pink under carpet tile 9x9				Stop Positive (Not Analyzed)
BC-122-Mastic 340903822-0033A	pink under carpet tile 9x9				Stop Positive (Not Analyzed)
BC-123-Cove Base 340903822-0034	grey vinyl white mastic	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-123-Mastic 340903822-0034A	grey vinyl white mastic	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-124-Cove Base 340903822-0035	grey vinyl white mastic	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-124-Mastic 340903822-0035A	grey vinyl white mastic	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos	
			%	Fibrous	%	Type
BC-125-Cove Base 340903822-0036	grey vinyl white mastic	Gray Non-Fibrous Heterogeneous			100% Non-fibrous (other)	None Detected
BC-125-Mastic 340903822-0036A	grey vinyl white mastic	Tan Non-Fibrous Heterogeneous			100% Non-fibrous (other)	None Detected
BC-126-Floor Tile 340903822-0037	truq tule under carpet	Blue Non-Fibrous Heterogeneous	4%	Cellulose	90% Non-fibrous (other)	6% Chrysotile
BC-126-Mastic 340903822-0037A	truq tule under carpet	Yellow Non-Fibrous Heterogeneous	10%	Cellulose	90% Non-fibrous (other)	None Detected
BC-127 340903822-0038	green mastic under carpet	Green Fibrous Heterogeneous	85%	Synthetic	15% Non-fibrous (other)	None Detected
BC-128 340903822-0039	green mastic under carpet	Green Fibrous Heterogeneous	85%	Synthetic	15% Non-fibrous (other)	None Detected
BC-129 340903822-0040	green mastic under carpet	Green Fibrous Heterogeneous	85%	Synthetic	15% Non-fibrous (other)	None Detected

**Analyst(s)**

**Adelmarie Bones (51)**  
**Randy Pruitt (120)**

  
Blanca Cortes, Ph.D., Laboratory Manager  
or other approved signatory

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-130 340903822-0041	wall system	Tan Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
No Joint Compound with sample					
BC-131-Joint Compound 340903822-0042	wall system	White Non-Fibrous Heterogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
BC-131-Drywall 340903822-0042A	wall system	Tan Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
BC-132-Joint Compound 340903822-0043	wall system	White Non-Fibrous Heterogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
BC-132-Drywall 340903822-0043A	wall system	Tan Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
BC-133 340903822-0044	dark gray mastic HVAC	Gray Non-Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected
BC-134 340903822-0045	dark gray mastic HVAC	Gray Non-Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-135-Cove Base 340903822-0046	white mastic on black vinyl cove	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-135-Mastic 340903822-0046A	white mastic on black vinyl cove	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-136 340903822-0047	yellow painted pipe insulation	Black/Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-137 340903822-0048	yellow painted pipe insulation	Black/Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-138 340903822-0049	yellow painted pipe insulation	Black/Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-139 340903822-0050	blue pipe insulation	Blue Fibrous Heterogeneous	15% Glass	85% Non-fibrous (other)	None Detected
BC-140 340903822-0051	blue pipe insulation	Blue Fibrous Heterogeneous	15% Glass	85% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-141 340903822-0052	blue pipe insulation	Blue Fibrous Heterogeneous	15% Glass	85% Non-fibrous (other)	None Detected
BC-142 340903822-0053	grey pipe insulation	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-143 340903822-0054	grey pipe insulation	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-144 340903822-0055	grey pipe insulation	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-145-Paper 340903822-0056	pipe insulation white	White Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected
BC-145-Insulation 340903822-0056A	pipe insulation white	Yellow Fibrous Heterogeneous	95% Glass	5% Non-fibrous (other)	None Detected
BC-146-Paper 340903822-0057	pipe insulation white	White Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos	
			%	Fibrous	% Non-Fibrous	% Type
BC-146-Insulation 340903822-0057A	pipe insulation white	Yellow Fibrous Heterogeneous	95%	Glass	5% Non-fibrous (other)	None Detected
BC-147-Gray 340903822-0058	wall system	Gray Fibrous Heterogeneous	10%	Cellulose	60% Non-fibrous (other)	30% Chrysotile
BC-147-Tan 340903822-0058A	wall system	Tan Fibrous Heterogeneous	95%	Cellulose	5% Non-fibrous (other)	None Detected
BC-148-Joint Compound 340903822-0059	wall system	White Non-Fibrous Heterogeneous	5%	Cellulose	95% Non-fibrous (other)	None Detected
BC-148-Drywall 340903822-0059A	wall system	Tan Fibrous Heterogeneous	30%	Cellulose	70% Non-fibrous (other)	None Detected
BC-149-Gray 340903822-0060	wall system					Stop Positive (Not Analyzed)
BC-149-Tan 340903822-0060A	wall system	Tan Fibrous Heterogeneous	95%	Cellulose	5% Non-fibrous (other)	None Detected

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**Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized  
Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-150 340903822-0061	drywall	Tan Non-Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
BC-151 340903822-0062	drywall	Tan Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
BC-152 340903822-0063	drywall	Tan Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
BC-153-Paper 340903822-0064	pipe same as downstairs	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-153-Insulation 340903822-0064A	pipe same as downstairs	Black Non-Fibrous Heterogeneous		5% Non-fibrous (other) 95% Perlite	None Detected
BC-154-Gray/White 340903822-0065	TSI	Gray/White Non-Fibrous Heterogeneous	10% Wollastonite	90% Non-fibrous (other)	None Detected
BC-154-Insulation 340903822-0065A	TSI	Black Non-Fibrous Heterogeneous		5% Non-fibrous (other) 95% Perlite	None Detected

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-155-Gray/White 340903822-0066	TSI	Gray/White Non-Fibrous Heterogeneous	10% Wollastonite	90% Non-fibrous (other)	None Detected
BC-155-Insulation 340903822-0066A	TSI	Black Non-Fibrous Heterogeneous		5% Non-fibrous (other) 95% Perlite	None Detected
BC-156-Gray/White 340903822-0067	TSI	Gray/White Non-Fibrous Heterogeneous	10% Wollastonite	90% Non-fibrous (other)	None Detected
BC-156-Insulation 340903822-0067A	TSI	Black Non-Fibrous Heterogeneous		5% Non-fibrous (other) 95% Perlite	None Detected
BC-157-Paper 340903822-0068	TSI	Silver Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected
BC-157-Insulation 340903822-0068A	TSI	Yellow Fibrous Heterogeneous	95% Glass	5% Non-fibrous (other)	None Detected
BC-158-Paper 340903822-0069	TSI	Silver Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected

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**Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized  
Light Microscopy**

Sample	Description	Appearance	%	Non-Asbestos		Asbestos
				Fibrous	% Non-Fibrous	% Type
BC-158-Insulation 340903822-0069A	TSI	Yellow Fibrous Heterogeneous	95%	Glass	5% Non-fibrous (other)	None Detected
BC-159-Paper 340903822-0070	TSI	Silver Fibrous Heterogeneous	10%	Glass	90% Non-fibrous (other)	None Detected
BC-159-Insulation 340903822-0070A	TSI	Yellow Fibrous Heterogeneous	95%	Glass	5% Non-fibrous (other)	None Detected
BC-160 340903822-0071	brown mastic	Brown/Tan Fibrous Heterogeneous	20%	Cellulose	80% Non-fibrous (other)	None Detected
BC-161 340903822-0072	brown mastic	Brown/Tan Fibrous Heterogeneous	20%	Cellulose	80% Non-fibrous (other)	None Detected
BC-162 340903822-0073	brown mastic	Brown/Tan Fibrous Heterogeneous	20%	Cellulose	80% Non-fibrous (other)	None Detected
BC-163 340903822-0074	door insulation mechanical room	Tan Fibrous Heterogeneous	98%	Cellulose	2% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-164 340903822-0075	door insulation mechanical room	Tan Fibrous Heterogeneous	98% Cellulose	2% Non-fibrous (other)	None Detected
BC-165 340903822-0076	door insulation mechanical room	Tan Fibrous Heterogeneous	98% Cellulose	2% Non-fibrous (other)	None Detected
BC-166-Gray/White 340903822-0077	black foam insulation	Gray/White Fibrous Heterogeneous	20% Wollastonite	80% Non-fibrous (other)	None Detected
BC-166-Insulation 340903822-0077A	black foam insulation	Black Non-Fibrous Heterogeneous		5% Non-fibrous (other) 95% Perlite	None Detected
BC-167-Gray/White 340903822-0078	black foam insulation	Gray/White Fibrous Heterogeneous	20% Wollastonite	80% Non-fibrous (other)	None Detected
BC-167-Insulation 340903822-0078A	black foam insulation	Black Non-Fibrous Heterogeneous		5% Non-fibrous (other) 95% Perlite	None Detected
BC-168-Gray/White 340903822-0079	black foam insulation	Gray/White Fibrous Heterogeneous	20% Wollastonite	80% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-168-Insulation 340903822-0079A	black foam insulation	Black Non-Fibrous Heterogeneous		5% Non-fibrous (other) 95% Perlite	None Detected
BC-169-Gray/White 340903822-0080	black foam insulation	Gray/White Fibrous Heterogeneous	20% Wollastonite	80% Non-fibrous (other)	None Detected
BC-169-Insulation 340903822-0080A	black foam insulation	Black Non-Fibrous Heterogeneous		5% Non-fibrous (other) 95% Perlite	None Detected
BC-170 340903822-0081	black foam insulation	Black/Silver Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-171 340903822-0082	black foam insulation	Black/Silver Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-172 340903822-0083	black foam insulation	Black/Silver Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-173-Silver 340903822-0084	fiberglass paper covered	Silver Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected

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**Winter Park, FL 32789**

Fax: (407) 740-6112 Phone: (407) 740-6110  
Project: **McCarty Bldg Denning & Morse**


Customer ID: NODA77  
Customer PO:  
Received: 06/23/09 6:03 PM  
EMSL Order: 340903822  
  
EMSL Proj:  
Analysis Date: 6/30/2009

**Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized  
Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			%	Fibrous	% Type
BC-173-Insulation 340903822-0084A	fiberglass paper covered	Yellow Fibrous Heterogeneous	95%	Glass	5% Non-fibrous (other) None Detected
BC-174 340903822-0085	brown paper duct insulation	Brown/Yellow Fibrous Heterogeneous	15% 80%	Cellulose Glass	5% Non-fibrous (other) None Detected
BC-175 340903822-0086	brown paper duct insulation	Brown/Yellow Fibrous Heterogeneous	15% 80%	Cellulose Glass	5% Non-fibrous (other) None Detected
BC-176 340903822-0087	brown paper duct insulation	Brown/Yellow Fibrous Heterogeneous	15% 80%	Cellulose Glass	5% Non-fibrous (other) None Detected
BC-177-White 340903822-0088	white wrap over insulation	White Fibrous Heterogeneous	20%	Glass	80% Non-fibrous (other) None Detected
BC-177-Insulation 340903822-0088A	white wrap over insulation	Yellow Fibrous Heterogeneous	95%	Glass	5% Non-fibrous (other) None Detected
BC-178 340903822-0089	TSI	White/Black Non-Fibrous Heterogeneous	15%	Wollastonite	85% Non-fibrous (other) None Detected

Analyst(s)

*Adelmarie Bones (51)*  
*Randy Pruitt (120)*

  
Blanca Cortes, Ph.D., Laboratory Manager  
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the report is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.  
Samples analyzed by EMSL Analytical, Inc. Orlando 5125 Adanson Street, Suite 900, Orlando FL NVLAP Lab Code 101151-0



**EMSL Analytical, Inc.**

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
BC-179 340903822-0090	caulk	White/Black Non-Fibrous Heterogeneous	15% Wollastonite	85% Non-fibrous (other)	None Detected
BC-180-Finish Coat 340903822-0091	drywall bathroom	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-180-Base Coat 340903822-0091A	drywall bathroom	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-181-Finish Coat 340903822-0092	drywall bathroom	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-181-Base Coat 340903822-0092A	drywall bathroom	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-182-Finish Coat 340903822-0093	stucco e entry	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-182-Base Coat 340903822-0093A	stucco e entry	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

**Analyst(s)**

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-183-Wrap 340903822-0094	silver w/ brown foam	White/Silver Non-Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected
BC-183-Insulation 340903822-0094A	silver w/ brown foam	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-184-Wrap 340903822-0095	silver w/ brown foam	White/Silver Non-Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected
BC-184-Insulation 340903822-0095A	silver w/ brown foam	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-185-Wrap 340903822-0096	silver w/ brown foam	White/Silver Non-Fibrous Heterogeneous	20% Glass	80% Non-fibrous (other)	None Detected
BC-185-Insulation 340903822-0096A	silver w/ brown foam	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-186 340903822-0097	wall system	Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-187-Joint Compound 340903822-0098	drywall	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-187-Drywall 340903822-0098A	drywall	White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
BC-188-Joint Compound 340903822-0099	drywall	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-188-Drywall 340903822-0099A	drywall	White Non-Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
BC-189-Joint Compound 340903822-0100	drywall	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-189-Drywall 340903822-0100A	drywall	White Non-Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
BC-190 340903822-0101	drywall	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-191 340903822-0102	stucco surfacing brown	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-192 340903822-0103	white window caulk	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-193 340903822-0104	white window caulk	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-194 340903822-0105	white window caulk	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-195 340903822-0106	gray window caulk	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-196 340903822-0107	gray window caulk	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-197 340903822-0108	gray window caulk	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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EMSL Order: 340903822


EMSL Proj:  
Analysis Date: 6/30/2009

### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-198 340903822-0109	gray window caulk	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-199 340903822-0110	gray window caulk	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-200 340903822-0111	gray window caulk	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-201 340903822-0112	roof seam	Black Non-Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
BC-202 340903822-0113	roof seam	Black Non-Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
BC-203 340903822-0114	dome covering	Black/Silver Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
BC-204 340903822-0115	dome covering	Black Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected

Analyst(s)

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			%	Fibrous	% Type
BC-205 340903822-0116	dome covering	Black Non-Fibrous Heterogeneous	10%	Cellulose	90% Non-fibrous (other) None Detected
BC-206 340903822-0117	door mat	Black Non-Fibrous Heterogeneous	10%	Cellulose	90% Non-fibrous (other) None Detected
BC-207 340903822-0118	roof caulking silver/black	Black/Silver Non-Fibrous Heterogeneous			90% Non-fibrous (other) 10% Chrysotile
BC-208 340903822-0119	roof caulking silver/black				Stop Positive (Not Analyzed)
BC-209 340903822-0120	roof caulking silver/black				Stop Positive (Not Analyzed)
BC-210 340903822-0121	roof caulking silver/black				Stop Positive (Not Analyzed)
BC-211 340903822-0122	roof caulking silver/black				Stop Positive (Not Analyzed)

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-212 340903822-0123	roof caulking silver/black				Stop Positive (Not Analyzed)
BC-213 340903822-0124	roof caulking silver/black	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-214-Shingle 340903822-0125	roof coves	Black Non-Fibrous Heterogeneous	5% Cellulose 15% Glass	80% Non-fibrous (other)	None Detected
BC-214-Felt 340903822-0125A	roof coves	Black Non-Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
BC-215-Shingle 340903822-0126	roof coves	Black Non-Fibrous Heterogeneous	15% Glass	85% Non-fibrous (other)	None Detected
BC-215-Felt 340903822-0126A	roof coves	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-215-Tar 340903822-0126B	roof coves	Brown Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected

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### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-216-Shingle 340903822-0127	roof coves	Black Non-Fibrous Heterogeneous	15% Glass	85% Non-fibrous (other)	None Detected
BC-216-Felt 340903822-0127A	roof coves	Black Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-216-Tar 340903822-0127B	roof coves	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-217-Shingle 340903822-0128	roof coves	Black Non-Fibrous Heterogeneous	15% Glass	85% Non-fibrous (other)	None Detected
BC-217-Felt 340903822-0128A	roof coves	Black Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-217-Tar 340903822-0128B	roof coves	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Project: **City of Winter Park McCarty Bldg**


Customer ID: NODA77  
Customer PO:  
Received: 06/26/09 7:18 PM  
EMSL Order: 340903952  
EMSL Proj:  
Analysis Date: 7/7/2009

### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-218-Shingle 340903952-0001	roof coves	Black Non-Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected
BC-218-Felt 340903952-0001A	roof coves	Black Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-218-Tar 340903952-0001B	roof coves	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-218-Fibrous 340903952-0001C	roof coves	Brown Fibrous Heterogeneous	100% Cellulose	0% Non-fibrous (other)	None Detected
BC-219-Shingle 340903952-0002	roof coves	Black Non-Fibrous Heterogeneous	15% Glass	85% Non-fibrous (other)	None Detected
BC-219-Felt 340903952-0002A	roof coves	Black Non-Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BC-219-Tar 340903952-0002B	roof coves	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Adelmarie Bones (31)

  
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**Winter Park, FL 32789**

Fax (407) 740-6112 Phone: (407) 740-6110  
Project: **City of Winter Park McCarty Bldg**

Customer ID: NODA77  
Customer PO:  
Received: 06/26/09 7:18 PM  
EMSL Order: 340903952


EMSL Proj:  
Analysis Date: 7/7/2009

### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-219-Fibrous 340903952-0002C	roof coves	Brown Fibrous Heterogeneous	100% Cellulose	0% Non-fibrous (other)	None Detected
BC-220 340903952-0003	edge flashing	Black Non-Fibrous Heterogeneous		92% Non-fibrous (other)	8% Chrysotile
BC-221 340903952-0004	edge flashing				Stop Positive (Not Analyzed)
BC-222 340903952-0005	edge flashing				Stop Positive (Not Analyzed)
BC-223 340903952-0006	drain flashing	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-224 340903952-0007	drain flashing	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-225 340903952-0008	stucco	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Adelmarie Bones (31)

  
Blanca Cortes, Ph.D., Laboratory Manager  
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

Samples analyzed by EMSL Analytical, Inc. Orlando 5125 Adanson Street, Suite 900, Orlando FL NVLAP Lab Code 101151-0



**EMSL Analytical, Inc.**

5125 Adanson Street, Suite 900, Orlando, FL 32804

Phone: (407) 599-5887 Fax: (407) 599-9063 Email: [orlandolab@emsl.com](mailto:orlandolab@emsl.com)

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**Nodarse & Associates, Inc.**  
**1675 Lee Road**  
**Winter Park, FL 32789**

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-226 340903952-0009	stucco	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-227 340903952-0010	stucco	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-228 340903952-0011	stucco	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-229 340903952-0012	gray base of building/sidewalks	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-230 340903952-0013	gray base of building/sidewalks	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-231 340903952-0014	gray base of building/sidewalks	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-232 340903952-0015	gray panel brown/window ledge	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Analysis Date: 7/7/2009

### Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-233 340903952-0016	gray panel brown/window ledge	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-234 340903952-0017	gray panel brown/window ledge	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-235 340903952-0018	gray panel brown/window ledge	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-236 340903952-0019	white/gray window	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-237 340903952-0020	white/gray window	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-238 340903952-0021	white/gray window	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-239 340903952-0022	white/gray window	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BC-240 340903952-0023	window caulk gray	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-241 340903952-0024	window caulk gray	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-242 340903952-0025	window caulk gray	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
BC-243-Transite 340903952-0026	wall system same as 130,131	Gray Fibrous Heterogeneous		75% Non-fibrous (other)	25% Chrysotile
material was not found in samples 130,131,132					
BC-243-Fibrous Matrix 340903952-0026A	wall system same as 130,131	Brown Fibrous  Heterogeneous	100% Cellulose	0% Non-fibrous (other)	None Detected

Analyst(s)

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Samples analyzed by EMSL Analytical, Inc. Orlando 5125 Adanson Street, Suite 900, Orlando FL NVLAP Lab Code 101151-0



EMSL ANALYTICAL, INC.  
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# Asbestos Chain of Custody

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PHONE: (407) 599-5887  
FAX: (407) 599-9063

First Floor

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
BC-1	N Entrance - Ceiling Tile	123' x 48'	6/17/
BC-2	NE Wing - "		
BC-3	NE Wing "		
BC-4	NE Wing "		
BC-5	E Entrance		
BC-6	Rm 180D		
BC-7	180J		
BC-8	Rm 19JE		
BC-9	S Ent		
BC-10	S Ent 11 Type 2	~1600sft	
BC-11	IV Ent Spruce (Type 2)		
BC-12	Ruby (Type 1)		
BC-13	SW (abated floor entry) (Type 2)		
BC-14	SW 1331C Type 2		
BC-15	SW 133F Type 1		
BC-16	SW 133C Type 1		
*Comments/Special Instructions:		all - 1600sft	



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	Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
NE	BC-21	Blue Carpet mastic tan		
NE	BC-22	Black basecoat mastic		
NE	BC-23	Blue Carpet base mastic (tan		
NE	BC-24	tan mastic - Blue Carpet		
NE	BC-25	white/tan mastic Blue carpet		Phone Room 160 sq ft
	BC-26	tan mastic - brown carpet		
NE	BC-27	beige w/ brown spec 12x12 Black mastic	Phone Room 160 sq ft	160
NE	BC-28	"	160	
NE	BC-29	"	160	
SE	BC-30	12x12 Gray tan mastic	} 200 sq ft	
SE	31	"		
	32	"		
	33	Blue Carpet mastic tan		
	34	Brown carpet mastic tan		
	35	9x9 Gray Blue tile under Carpet 160 sq ft Black mastic		
	36	9x9 gray tile under Carpet 160 sq ft Black mastic		

\*Comments/Special Instructions:



# Asbestos Chain of Custody

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Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
BC-37	198E Gray 12x12 under Blue Carpet Black mastic		
NE BC-38	Bay N entry		
NE BC-39	160C 7x9 under carpet Black mastic		
NE BC-40	Hall in NE 7x9 under carpet Black mastic		
BC 41	white spec NW 12x12 tan mastic	2005 ft <sup>2</sup>	
42	white spec NW 12x12 tan mastic		
43	white spec NW 12x12 tan mastic		
NW BC 44	tan mastic Green Carpet Master Diamond Brinn	180	
NW BC-45	Linoleum under carpet		
BC-46	tan mastic multi color carpet	160	
BC-47	Blue Carpet tan mastic	throughout	
BC-48	tan mastic green vinyl core mastic		
BC 49	Green base cover mastic - tan		
BC-50	" " " " tan		

\*Comments/Special Instructions:

06-19-09 17:37 RCVD

Page \_\_\_\_ of \_\_\_\_ pages





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Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
BC-37	198E Grey 12x12 under Blue Carpet		
NE BC-38	Bay N Entry		
NE BC-39	160C 7x7 under carpet Rack mastic		
NE BC-40	Hall in NE 7x7 under carpet black mastic		
BC 41	white spec NW 12x12 tan mastic	200 sq ft	
42	white spec NW 12x12 tan mastic		
43	white spec NW 12x12 tan mastic		
WV BC 44	tan mastic Green Carpet Master Plaster Brim	180	
WV BC-45	Linoleum under carpet		
BC-46	tan mastic multi color carpet	160	
BC-47	Blue Carpet tan mastic	thru carpet	
BC-48	tan mastic green vinyl core mastic		
BC 49	green base cove mastic - tan		
BC-50	" " " " tan		
*Comments/Special Instructions:			



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Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
BC-51	Gray liner <sup>Park</sup>	15000	
BC 52	"		
53	Gray 12x12 tan mastic receptor	2000 ft <sup>2</sup>	
54	" Rm 150		
55	" 150 C		
56	" Hall bay 150 C		
57	" Rm 142		
58	white mastic 1+ Gray 12x12 receptor	160	
59	Gray liner 142 G	5000 ft <sup>2</sup>	
60	Hall bay receptor Gray liner		
61	Hall bay 142 Gray liner		
62	linen 1+ gray 142	1500 sq ft	Rm 3
63	" 1+ gray 142		1, 2, 3, 4
64	Rm 2 1+ gray		in back
65	Blue vinyl floor mastic (same as in other logs)		
66	12x12 White spec / mastic	100	
*Comments/Special Instructions:			





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Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
NE BC-67	Rm 160D 9x9 under Carpet Black Master		
NE BC-68	Rm 160 B white carpet base master		
NE BC-69	9x9 turquoise Black Master (under carpet)		
NE BC-70	" " "		
NE BC-71	9x9 " "		
NE BC-72	Black base master		
NE BC-73	9x9 turquoise R240		
NE BC-74	9x9 turquoise Black Master R244		
NE BC-75	Black Master under carpet brown white is		
NE BC-76	White Master gray vinyl base R247		
NE BC-77	" " R248		
NE BC-78	" " 243C		
NE BC-79	leveling gray under carpet		
NE BC-80	leveling gray		
NE BC-81	Clear carpet base core master 243 hall		
NE BC-82	" " 241 hall		
*Comments/Special Instructions:			



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## Asbestos Chain of Custody

**EMSL Order Number** (Lab Use Only):

EMSL Order Number (Lab Case Only):

340903761

2ND

EMSL ANALYTICAL, INC.

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[illegible]





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NW

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
BC 90	Thermal Sys. Ins. NW wing 150c	8" OD. / 75'	06/22/09
BC 91	Paper Covering Fiberglass inside	8" OD	
BC 92	White mastic	8"	
BC 93	White paper covering Hck	10" OD	
BC 94	insulation	10" OD	
BC 95		10" OD	
BC 96	3" Ins	3" OD	
BC 97		3" OD	
BC 98		3" OD	
99	Tan mastic	Air duct 3'	
100	1" 1"		
101	11 11		
102	Grey mastic		
103	1" 11		
104	11 11		
105	Paper over Fiberglass Covering	3" OD	

\*Comments/Special Instructions:



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Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
bc 106	Paper Covering		6/22/09
107	" "		
108	Black Mastic	50'	
109	" "		
110	Black Vibration Damper		
111	" "		
112	" "		
113	black Mastic		
114	Paper Covering over line	4" line	
115	" " " "		
116	" " " "		

\*Comments/Special Instructions:



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South West Wing 1st floor

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2nd FL  
↓

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
117	Dark & Lt. Grey Mastic on Air Duct		6/22/09
118	" " "		
119	" " "		
SW wing had less dust & mastic than NW wing.			
120	Pink under carpet tile 9x9		
121	" " "		
122	" " "		
123	Grey Vinyl <del>tile</del> white mastic		
124	" "		
125	" "		
126	Trg tile under carpet		
127	Green Mastic under multi color carpet		1200 Sy St
128	" "		
129	" "		

\*Comments/Special Instructions:





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N.E. Wing 2nd Floor

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Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
130	Wall System	42 Panels 4x9	6/22/09
131	11 11		
132	11 11		
133	Drk. Grey mastic HVAC system		
134	11 11 11		
135	White mastic on black 6" vinyl Base coating		
136	Yellow Painted Pipe insulation 8"	25'	
137	11 11		
138	11 11		
139	Blue 8" pipe insulation	30'	
140	11 11 11		
141	11 11 11		
142	Grey 16" Painted Pipe Insulation	30'	
143	11 11 11		
144	11 11 11		
145	4" Pipe Insulation white		
146	11 11		

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Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
147	Wall system		
148	11 11		
149	11 11		
150	Drywall	243E	
151	11 11		
<del>152</del>			
152	Drywall	230H	
153	8" p.p. Same as down stairs		

\*Comments/Special Instructions:



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Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
154	TST 12" NW Mechanical Room		6/22/09
155	TST 8" Pipe NW, Mech. Room		
156	ISI 8" " " "		
157	ISI 6" " " "		
158	" " "		
159	" " "		
160	Brown mastic Interior of door to		
161	NW, mech. Room		
162	" " "		
N.E. 163	Door Insulation Mechanics Room N.E.		
164	" "		
165	" "		
166	Black Foam Insulation 16" Pipe		
167	" " "		
168	" " "		
169	" " "		

\*Comments/Special Instructions:





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NE

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
170	Hand Black Foam 16" Pipe insulation Room		6/22/09
171	11 11 11		
172	11 11 11		
173	Fiberglass Paper Covered		
174	old Brown Paper duct Insulation		
175	11 11 11		
176	11 11 11		
177	6" white wrap over insulation		

\*Comments/Special Instructions:



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Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
178	SW Mech Room TSI <sup>Black</sup> undersilver		
179	SW Mech end wall/K		
180	Surfacing stucco Drywall POI Bathroom SW by mech rm		Brown
181	Stucco Drywall ext by Bath SW		Brown
182	Stucco <del>to</del> entry		Brown
183	N & E Mech Rm Silver w/brown foam		
184	N&E " "		
185	N&E " "		
	same mech room		
186	Rm 180 Wall System		
187	Drywall Rm 230		
188	Drywall Rm 290D		
189	" Rm 290 Entry		
190	" Rm 250		
191	stucco surfacing brown		

\*Comments/Special Instructions:





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ORLANDO, FL 32804  
PHONE: (407) 599-5887  
FAX: (407) 599-9063

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
192	White window caulh	Rm 280G	SW
193	"	Rm 290D	SW
194	"	Rm 280	W
195	gray window caulh		NW
196	"		SW
197	"		NW
198	"		262L
199	"		SE
200	"		NE
201	Roof seam		
202	Roof Seam		
203	dome covering		
204	"		
205	"		
206	Door mat 1'x3'		

\*Comments/Special Instructions:





EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

**Asbestos Chain of Custody**  
**EMSL Order Number (Lab Use Only):**

EMSL ANALYTICAL, INC.  
5125 ADANSON ST  
SUITE 900  
ORLANDO, FL 32804  
PHONE: (407) 599-5887  
FAX: (407) 599-9063

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
207	Roof Caulking Silver/Black		
208	" "		
209	" "		
210	" "		
211	" "		
212	" "		
213	" "		
214	Roof Cores		
215	" "		
216	" "		
217	" "		
218	" "		
219	" "		
220	Edge Flashing N		
221	" S		
222	" S W		

\*Comments/Special Instructions:



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS • TRAINING

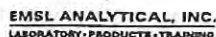
# Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

EMSL ANALYTICAL, INC.  
5125 ADANSON ST  
SUITE 900  
ORLANDO, FL 32804  
PHONE: (407) 599-5887  
FAX: (407) 599-9063

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
223	Drain Flushing SE		
224	" SW		
225	stucco N upper		
226	" W		
227	" NW		
228	" NW		
229	gray base of building/side NW		
230	" N		
231	"		
232	gray paint/brown window ledge NW		
233	" W		
234	" N		
235	" NE		
236	gray/white/gray window discolored green N		
237	" NW		
238	" S		
*Comments/Special Instructions:			



**EMSL Order Number** (Lab Use Only):

FAX: (407) 599-9063

*Additional Pages of the Chain of Custody are only necessary if needed for additional sample information*

Page \_\_\_\_ of \_\_\_\_ pages





# M·E·T·A

Mayhew Environmental Training Associates

I N C O R P O R A T E D

Certificate # 7ME01200901ASR0005

*This is to certify that*

**William H. Crowe**

*has on 1/20/09, in Orlando, FL  
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 U.S.C. 2646*

## **AHERA Asbestos Supervisor Refresher Training**

*as approved by the State of Florida and the U.S.E.P.A. under 40 C.F.R. 763 (AHERA)  
on 1/20/09 - 1/20/09 and passed the associated examination on 1/20/09  
with a score of 70% or better*

*CM = 0.0*



Provider #: FL49-0001221  
Course #: FL49-0004717

Soc. Sec #: XXX-XX-8997

Accreditation Expires: 1/20/10

*Robert W. Brooks*

Instructor  
Robert Brooks

*Thomas Bradford Mayhew*

President  
Thomas Bradford Mayhew

META - P.O. Box 786 - Lawrence KS 66044 - 800-444-6382



# Sampling and Evaluating Airborne Asbestos Dust

AIR ANALYTICS

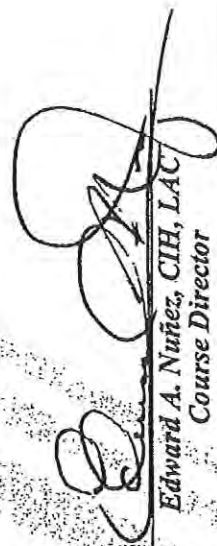
certifies that

**William Crowe**

has satisfactorily completed a NIOSH 582 Equivalent 32 hour course in Phase Contrast Microscopy covering the contents of NIOSH Method 7400 and the Occupational Safety and Health Administration Reference Method for asbestos fiber analysis, and in testimony whereof, we do confer this certificate at Oviedo, Florida, on April 9, 2009.



Certificate # AA04090958201  
Soc. Sec. # 8997

  
Edward A. Nuñez, CIH, LAC  
Course Director

Florida DBPR Course Provider # 0001209, Florida DBPR Training Course #0006278  
Air Analytics - Training Programs 2582 Mikler Road, Suite 1000, Oviedo, Florida 32765, 407-359-1974





# AIR ANALYTICS

certifies that

**William H. Crome**

has attended and completed 40 hours of training from 1/28/08 to 2/1/08,  
and passed an examination covering the content of the  
asbestos accreditation under Section 206 of TSCA, 15 U.S.C. 2646 on 2/1/08

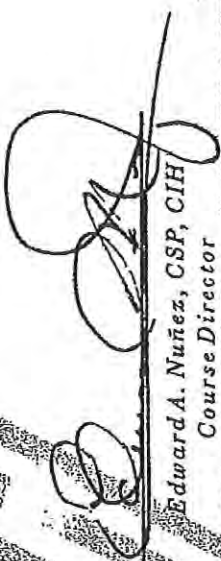
## ASBESTOS SUPERVISOR Certification Training Course

In accordance with U.S.E.P.A. 40 C.F.R. 763 and in testimony whereof,  
we do confer this certificate at Orlando, Florida, February 1, 2008.  
Certificate expires 2/1/09.

Florida DBPR Course Provider #0001209, Course #0006335



Certificate # AA020108CS02  
Soc. Sec. # 8997

  
Edward A. Nuñez, CSP, CIH  
Course Director





**M·E·T·A**  
 Mayhew Environmental Training Associates  
 I N C O R P O R A T E D

Certificate # 7ME12020801AIR0006

*This is to certify that*

**William H. Crowe**

*has on 12/2/08, in Orlando, FL  
 completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 U.S.C. 2646*

**AHERA Asbestos Building Inspector Refresher Course**

*as approved by the State of Florida and the U.S.E.P.A. under 40 C.F.R. 763 (AHERA)  
 on 12/2/08 - 12/2/08 and passed the associated examination on 12/2/08  
 with a score of 70% or better  
 CM = 0.5*



Provider #: FL49-0001221  
 Course #: FL49-0004718

Soc. Sec #: XXX-XX-8997

Accreditation Expires: 12/2/09

*Robert W. Brooks*  
 Instructor  
 Robert Brooks

*Thomas Bradford Mayhew*  
 President  
 Thomas Bradford Mayhew

META - P.O. Box 786 - Lawrence KS 66044 - 800-444-6382



**M·E·T·A**  
 Mayhew Environmental Training Associates  
 I N C O R P O R A T E D

Certificate # 7ME12020801AMPR002

*This is to certify that*

**William H. Crowe**

*has on 12/2/08, in Orlando, FL  
 completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 U.S.C. 2646*

**AHERA Asbestos Management Planner Refresher Course**

*as approved by the State of Florida and the U.S.E.P.A. under 40 C.F.R. 763 (AHERA)  
 on 12/2/08 - 12/2/08 and passed the associated examination on 12/2/08  
 with a score of 70% or better  
 CM = 0.5*



Provider #: FL49-0001221  
 Course #: FL49-0004719

Soc. Sec #: XXX-XX-8997

Accreditation Expires: 12/2/09

*Robert W. Brooks*  
 Instructor  
 Robert Brooks

*Thomas Bradford Mayhew*  
 President  
 Thomas Bradford Mayhew

META - P.O. Box 786 - Lawrence KS 66044 - 800-444-6382



**STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

NUNEZ, EDWARD A  
4250 ALAFAYA TRAIL STE 212-332  
OVIDO FL 32765-9424

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

AC# 4124113

AX0000048 10/31/08 080228670

ASBESTOS CONSULTANT  
NUNEZ, EDWARD AIS LICENSED under the provisions of Ch.469 FS.  
Expiration date: NOV 30, 2010 L08103102825

DETACH HERE

AC# 4124113

**STATE OF FLORIDA**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ASBESTOS LICENSING UNIT

SEQ# L08103102825

DATE	BATCH NUMBER	LICENSE NBR
10/31/2008	080228670	AX0000048

The ASBESTOS CONSULTANT  
Named below IS LICENSED  
Under the provisions of Chapter 469 FS.  
Expiration date: NOV 30, 2010

NUNEZ, EDWARD A  
4250 ALAFAYA TRAIL STE 212-332  
OVIDO FL 32765-9424CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY



# **Pre-Demolition Asbestos Survey and Assessment of Winter Park Community Center**



**Location:  
721 W. New England Avenue  
Winter Park, Florida**

**Prepared for:  
Nodarse & Associates, Inc.  
1675 Lee Road  
Winter Park, Florida 32789**

**Prepared by:**



**8901 Valencia Gardens Dr.  
Orlando, Florida 32825**

**RLR Project No. 09013**

**April 20, 2009**

**Pre-Demolition Asbestos Survey and  
Assessment of  
Winter Park Community Center**

**Location:**

**721 W. New England Avenue  
Winter Park, Florida**

**Prepared for:**

**Nodarse & Associates, Inc.  
1675 Lee Road  
Winter Park, Florida**

**Prepared by:**

**RL Reed & Associates, Inc.  
8901 Valencia Gardens Dr.  
Orlando, Florida 32825**

**RLR Project #09013**

**April 20, 2009**

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- C. Photographs

### Asbestos Survey Title Sheet

**Facility Name:** Winter Park Community Center

**Address:** 721 W. New England Avenue

**City:** Winter Park, Florida

**Owner:** City of Winter Park

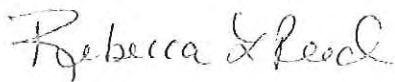
**Date of Survey:** April 14, 2009

**Environmental  
Consultant:** RL Reed & Associates, Inc.

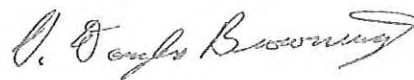
**Address:** 8901 Valencia Gardens Drive

**City:** Orlando, Florida 32825

**Phone:** (321) 303-9033



Rebecca L. Reed, LEED AP  
President  
RL Reed & Associates, Inc.  
ZA 323



V. Douglas Browning, PE  
Florida Licensed Asbestos Consultant  
EA 0000029  
PE 0041407

## **1.0 EXECUTIVE SUMMARY**

### **1.1 Background**

RL Reed & Associates, Inc., (RLR) was contracted by Nodarse & Associates, Inc. to perform an asbestos survey of five buildings for asbestos containing materials (ACM) prior to demolition. The survey was conducted on April 14, 2009, at 721 W. New England Avenue in Winter Park, Florida. The scope of work included all interior and exterior accessible areas. This survey was prepared to comply with the United States Environmental Protection Agency (EPA) National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations.

### **1.2 Summary of Findings**

Twenty-one homogeneous areas were identified and sampled in the buildings. All homogeneous areas except three were determined by laboratory analysis not to contain asbestos. The sampling of the roofs was postponed until the buildings are vacated. The roofs are presumed to contain asbestos until the roofing materials can be sampled. The following materials were identified by polarized light microscopy with dispersion staining (PLM/DS) EPA Method 600/R-93/116 to contain asbestos:

Table 1-1 Positive Asbestos Containing Material

Homogeneous Area	Approx. Quantity	Description	Asbestos Content	Location
FT-1	90 sf	Cream w/beige splotches 12x12 floor tile w/black mastic	5% chrysotile in tile and black mastic	Kitchen Main building
FT-2	358 sf	beige w/black dot streaks 12x12 floor tile w/black mastic	5% chrysotile in tile and black mastic	Hall, janitor closet, restroom foyers - Main building
FT-4	2500 sf	Beige w/black mastic 12x12 floor tile	5% chrysotile in tile and black mastic	Bottom layer in hallway under beige w/tan brown & white 12x12 floor tile - Main Building
KB-1	9 sf	Kiln block	assumed	Annex rm A01 closet

## 2.0 METHODOLOGY

This report documents the inspection and sampling for the presence of suspected asbestos-containing material (ACM) which could affect the demolition of various buildings at the Winter Park Community Center. The sampling was conducted by Rebecca Reed of RL Reed & Associates, Inc. (RLR) on April 14, 2009. The inspection included all of the areas of the facility that were scheduled to be affected by the demolition of the facility with the exception of the roofs. The buildings were occupied at the time of the inspection and sampling of the roofs is postponed until the buildings have been vacated prior to demolition. The roofing materials are presumed to contain asbestos until they are sampled.

The inspector performed the survey moving in a systematic fashion and sampled each identified homogeneous area (HA). A critical step in this process was the delineation of different suspect homogeneous areas of the various materials and the definition of these homogeneous areas for specific sampling of each type of suspect ACM to ascertain if any asbestos is present in that homogeneous area. This definition formed the basis upon which subsequent steps of the inspection were completed.

In general, homogeneous areas were defined as "those areas of the facility containing a given type of suspect material that is uniform in color and texture." This approach involved notation of the location of each homogeneous area of suspect material by using a coding system to delineate different colors and textures of suspect materials. The designation of each suspect ACM homogeneous area was defined based upon the area containing the same type of material (as determined by physical appearance, age, and general condition) it was then considered to be one homogeneous area.

Once homogeneous areas were defined, a sampling strategy was developed for each to provide random samples of suspect ACM. The suspect ACM samples collected from each

homogeneous area were sent to a NVLAP accredited laboratory and analyzed using the appropriate analytical method for the type of sample.

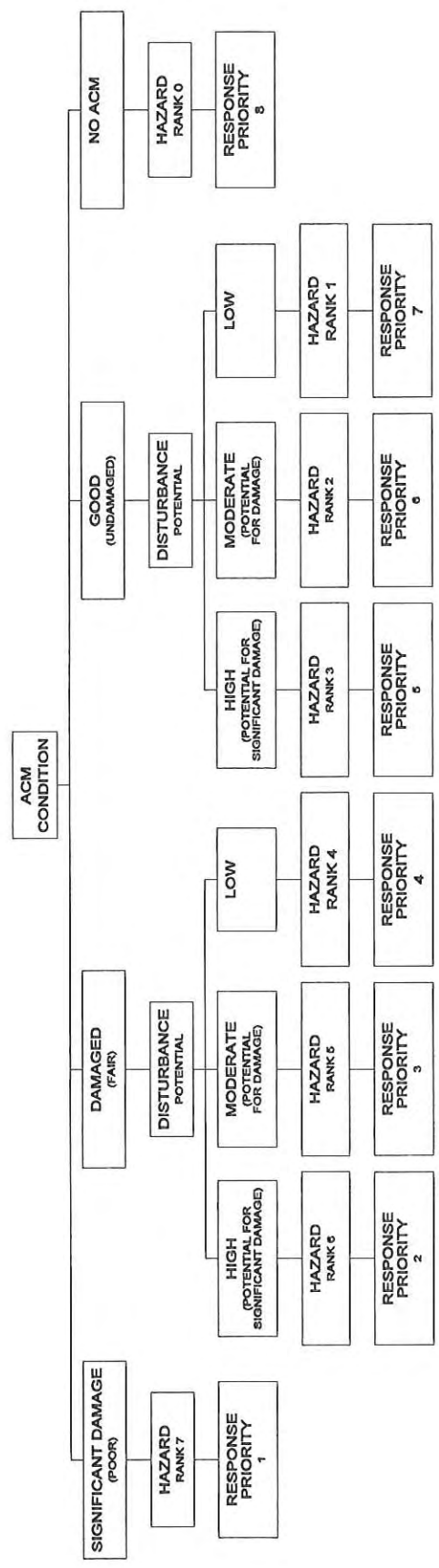
Sample locations were noted on the Field Survey Log Sheet and Chain-of-Custody Form using a unique identifying number. The Field Survey Log Sheet and Chain-of-Custody Forms accompanied the samples to the laboratory, after being signed by the sampler. At the laboratory the analyst receiving the samples then signed for the samples.

During the inspection some of the physical parameters documented by the surveyor for the suspect ACM were:

- ▶ **Condition of material;**
- ▶ **Amount of exposed surface area of material;**
- ▶ **Activity, movement, or vibrational effects within the area;**
- ▶ **Potential for air erosion;**
- ▶ **Signs of past disturbance.**
- ▶ **Accessibility of material to building occupants;**
- ▶ **Friability of material; and**
- ▶ **Potential for disturbance.**



# ASBESTOS HAZARD ASSESSMENT DECISION TREE



THE HIGHER THE HAZARD RANKING THE MORE SEVERE THE PROBLEM, AND BECAUSE PEOPLE TEND TO EQUATE A "1" WITH TOP PRIORITY, THE ASSIGNMENT NUMBERS FOR THE RESPONSE PRIORITY ARE REVERSED TO MAKE "1" THE HIGHEST RANKED.

Figure 2-1



### **3.0 DISCUSSION OF FINDINGS AND RECOMMENDATIONS**

Table 3-1, shows the location of all suspect ACM samples taken and the associated homogeneous areas. Only the samples containing asbestos at greater than the 1 percent guidelines were considered as ACM. For this reason the findings do not discuss the homogeneous areas that were sampled but found to contain less than the 1 percent threshold which NESHAP considers to be ACM.

#### **3.1 Sampled Suspect ACM**

All of the suspect materials observed were sampled with the exception of the roofing materials which are presumed to be ACM until sampled and kiln blocks. The pool pump and shower buildings were constructed of CMU block and contained no suspect asbestos containing materials with the exception of the roofs.

##### **3.1.1 Spray/Trowel Applied Surfacing Material**

###### **3.1.1.1 Friable**

There were no suspect homogeneous areas of friable spray/trowel applied surfacing material identified.

###### **3.1.1.2 Non-Friable**

There was one suspect homogeneous areas of non-friable spray/trowel applied surfacing material identified. Exterior stucco found on the exterior of the main building, annex and Head Start office buildings was identified and sampled. All samples from this homogeneous area were analyzed and no asbestos was detected in any of the samples.

##### **3.1.2 Thermal System Insulation (TSI)**

**3.1.2.1 Friable**

There were no suspect homogeneous areas of friable TSI identified.

**3.1.2.2 Non-Friable**

There were no suspect homogeneous areas of non-friable TSI identified.

**3.1.3 Miscellaneous Materials****3.1.3.1 Friable**

There were two homogeneous areas of friable suspect miscellaneous materials identified. Two types of ceiling tile (CT-1 & CT-2) were sampled. All samples from these HAs were analyzed and found to be non-ACM.

**3.1.3.2 Non-Friable**

There were eighteen homogeneous areas of non-friable suspect miscellaneous materials identified in the buildings. All materials except those listed below were found to be non-ACM by the laboratory analyses of all samples from each HA.

Homogeneous Area	Approx. Quantity	Description	Asbestos Content	Location
FT-1	90 sf	Cream w/beige splotches 12x12 floor tile w/black mastic	5% chrysotile in tile and black mastic	Kitchen Main building
FT-2	358 sf	beige w/black dot streaks 12x12 floor tile w/black mastic	5% chrysotile in tile and black mastic	Hall, janitor closet, restroom foyers - Main building
FT-4	2500 sf	Beige w/black mastic 12x12 floor tile	5% chrysotile in tile and black mastic	Bottom layer in hallway under beige w/tan brown & white 12x12 floor tile
KB-1	9 sf	kiln block	assumed	Annex Rm A01 closet



## **3.2 Recommendations**

### **3.2.1 ACM**

The National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations require that Regulated Asbestos Containing Material (RACM) is to be removed prior to renovation or demolition if there is more than the threshold amount of 260 linear feet of pipe insulation or 160 square feet on other facility components. RACM is defined as (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

OSHA defines asbestos materials as materials that contain greater than one percent asbestos (friable or non-friable) as they do not recognize the same categories as EPA. OSHA requires that employers ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 f/cc as an 8-hour time-weighted average (TWA). In addition, employees must not be exposed to an airborne concentration of asbestos in excess of 1 f/cc as averaged over a sampling period of 30 minutes. All renovation or demolition activities in buildings that contain ACM are regulated under the OSHA Asbestos Standard 29 CFR 1926.1101.

The floor tile and mastics identified as asbestos containing are classified as Category I non-friable ACM. If the materials are expected to become friable they must be removed by a Florida Licensed Asbestos Contractor prior to disturbance. Due to the location of some positive floor tile under other flooring, the extent of the material has been estimated.

A notification form is required to be submitted to the Florida Department of Environmental Protection (DEP) at least ten working days prior to the start of any demolition. For projects in Orange County the notification is submitted to Orange County Environmental Protection Division, 800 Mercy Drive, Suite 4, Orlando, Florida 32808.

Any materials discovered during demolition activities similar to the ACM identified in this survey should be assumed to be similar in hazard content. No part of this report may be copied except in full and without prior written permission from RLR. The intent of this statement is to ensure that information extrapolated from this report is in its full and proper context.



# ASBESTOS SURVEY AND ASSESSMENT FORM

RLR PROJ. No.: 09013 Field Group I.D.:  
Building Owner: City of Winter Park  
Building: Winter Park Comm. Ctr. 721 N. New England Ave., WP, FL  
Inspector (s): REBECCA REED  
Date of Survey: April 14, 2009

Building Contact Person: Joe Serrano  
Laboratory Performing Analysis: Steve Moody Micro Services, Inc.  
Consultant/Lic. Nos.: V. Douglas Browning PE, LAC/0041407,00000029  
RL Reed & Associates, Inc. 8901 Valencia Gardens Dr., Orlando, FL 32825  
RLR Phone: (321)303-9033 FAX No. (407) 382-6231

BUILDING ROOM IDNO.	SAMPLE NO.	(TYPE) MATERIAL	HOMOGENEOUS AREA OR FUNCTIONAL SPACE	UNITS & APPROX. QUANTITY*	(Y-N) FRIABLE	PERCENT & TYPE ASBESTOS	G - GOOD F - FAIR, P - POOR CONDITION	(H, M, L) DAMAGE POTENTIAL	HAZARD ASSESSMENT	RESPONSE PRIORITY	APPROXIMATE RESPONSE COST* RESPONSE AIR MONITORING REPLACE MENT	ADDITIONAL COMMENTS
Main kitch	1	Misc.	FT-1	90 sf	N	5%chrT 5%chrM	G	L	1	7	\$180	Cream w/beige splotches 12x12 floor tile w/bk mastic
Main kitch	2	Misc.	FT-1		N	NA	G	L	1	7	\$0	Cream w/beige splotches 12x12 floor tile w/bk mastic
Main kitch	3	Misc.	FT-1		N	NA	G	L	1	7	\$0	Cream w/beige splotches 12x12 floor tile w/bk mastic
hall	4	Misc.	FT-2	358 sf	N	5%chrT 5%chrM	G	L	1	7	\$1,000	Beige w/black streaks 12x12 floor tile w/bk mastic
janitor clst	5	Misc.	FT-2		N	NA	G	L	1	7	\$0	Beige w/black streaks 12x12 floor tile w/bk mastic
rr foyers	6	Misc.	FT-2		N	NA	G	L	1	7	\$0	Beige w/black streaks 12x12 floor tile w/bk mastic
hallway	7	Misc.	FT-3		N	NAD	G	L	0	8	\$0	Beige w/tan brown, white 12x12 floor tile
training room	8	Misc.	FT-3		N	NAD	G	L	0	8	\$0	Beige w/tan brown, white 12x12 floor tile
hallway	9	Misc.	FT-3		N	NAD	G	L	0	8	\$0	Beige w/tan brown, white 12x12 floor tile
under FT-3	10	Misc.	FT-4	2500 sf	N	5%chrT 5%chrM	G	L	1	7	\$8,000	Beige w/black mastic 12x12 floor tile under FT-3
under FT-3	11	Misc.	FT-4		N	NA	G	L	1	7	\$0	Beige w/black mastic 12x12 floor tile under FT-3
under FT-3	12	Misc.	FT-4		N	NA	G	L	1	7	\$0	Beige w/black mastic 12x12 floor tile under FT-3
accent tiles	13	Misc.	FT-5		N	NAD	G	L	0	8	\$0	Burgandy w/bk 12x12 floor tile w/black mastic
accent tiles	14	Misc.	FT-5		N	NAD	G	L	0	8	\$0	Burgandy w/bk 12x12 floor tile w/black mastic
accent tiles	15	Misc.	FT-5		N	NAD	G	L	0	8	\$0	Burgandy w/bk 12x12 floor tile w/black mastic
gym	16	Misc.	VB-1		N	NAD	G	L	0	8	\$0	Black 4" vinyl base
gym	17	Misc.	VB-1		N	NAD	G	L	0	8	\$0	Black 4" vinyl base
gym	18	Misc.	VB-1		N	NAD	G	L	0	8	\$0	Black 4" vinyl base
AH closet	19	Misc.	DM-1		N	NAD	G	L	0	8	\$0	White duct mastic
AH closet	20	Misc.	DM-1		N	NAD	G	L	0	8	\$0	White duct mastic
AH closet	21	Misc.	DM-1		N	NAD	G	L	0	8	\$0	White duct mastic
Annex	22	Misc.	FT-6		N	NAD	G	L	0	8	\$0	Cream w/tan & white 12x12 floor tile annex library
Annex	23	Misc.	FT-6		N	NAD	G	L	0	8	\$0	Cream w/tan & white 12x12 floor tile annex library
Annex	24	Misc.	FT-6		N	NAD	G	L	0	8	\$0	Cream w/tan & white 12x12 floor tile annex library
Annex	25	Misc.	CT-1		Y	NAD	G	L	0	8	\$0	White 2x4 ceiling tile w/dots & fissures classrooms
Annex	26	Misc.	CT-1		Y	NAD	G	L	0	8	\$0	White 2x4 ceiling tile w/dots & fissures classrooms
Annex	27	Misc.	CT-1		Y	NAD	G	L	0	8	\$0	White 2x4 ceiling tile w/dots & fissures classrooms
Annex A02	28	Misc.	FT-7		N	NAD	G	L	0	8	\$0	Cream w/bwn & white streaks 12x12 floor tile
Annex A02	29	Misc.	FT-7		N	NAD	G	L	0	8	\$0	Cream w/bwn & white streaks 12x12 floor tile
Annex A02	30	Misc.	FT-7		N	NAD	G	L	0	8	\$0	Cream w/bwn & white streaks 12x12 floor tile

COMMENTS/NOTES: NAD=No asbestos detected NA=Not analyzed  
chr=chrysotile T=Time M=mastic

TABLE 3 - 1

\* All quantities and costs are estimated and must be verified by contractors prior to demolition and/or abatement

RL Reed & Associates, Inc. FL License Number: ZA 323





# ASBESTOS SURVEY AND ASSESSMENT FORM

RLR PROJ. No.: 09013 Field Group I.D.: \_\_\_\_\_ Joe Serrano  
Building Owner: City of Winter Park Laboratory Performing Analysis: Steve Moody Micro Services, Inc.  
Building: Winter Park Comm. Ctr. 721 N. New England Ave., WP, FL Consultant/Lic. Nos.: V. Douglas Browning PE, LAC/0041407,0000029  
Inspector (s): REBECCA REED  
Date of Survey: April 14, 2009 RLR Phone: (321)303-9033 FAX No. (407) 382-6231  
RL Reed & Associates, Inc. 8901 Valencia Gardens Dr., Orlando, FL 32825

BUILDING ROOM ID/NO.	SAMPLE NO.	(TYPE) MATERIAL	HOMOGENEOUS AREA OR FUNCTIONAL SPACE	UNITS & Approx. QUANTITY*	(Y-N) FRIABLE	PERCENT & TYPE ASBESTOS	G - GOOD F - FAIR, P - POOR CONDITION	(H, M, L) DAMAGE POTENTIAL	HAZARD ASSESSMENT	RESPONSE PRIORITY	APPROXIMATE RESPONSE COST**	ADDITIONAL COMMENTS
Annex A02	31	Misc.	RD-1		N	NAD	G	L	0	8	\$0	Beige vinyl cloth room divider
Annex A02	32	Misc.	RD-1		N	NAD	G	L	0	8	\$0	Beige vinyl cloth room divider
Annex A02	33	Misc.	RD-1		N	NAD	G	L	0	8	\$0	Beige vinyl cloth room divider
Annex	34	Misc.	DW-1		N	NAD	G	H	0	8	\$0	Drywall throughout annex
Annex	35	Misc.	DW-1		N	NAD	G	H	0	8	\$0	Drywall throughout annex
Annex	36	Misc.	DW-1		N	NAD	G	H	0	8	\$0	Drywall throughout annex
Annex	37	Misc.	VB-2		N	NAD	G	L	0	8	\$0	Gray 6" vinyl base throughout classrooms
Annex	38	Misc.	VB-2		N	NAD	G	L	0	8	\$0	Gray 6" vinyl base throughout classrooms
Annex	39	Misc.	VB-2		N	NAD	G	L	0	8	\$0	Gray 6" vinyl base throughout classrooms
Annex	40	Misc.	FT-8		N	NAD	G	L	0	8	\$0	Cream w/tan 12x12 floor tile kitchen & classrooms
Annex	41	Misc.	FT-8		N	NAD	G	L	0	8	\$0	Cream w/tan 12x12 floor tile kitchen & classrooms
Annex	42	Misc.	FT-8		N	NAD	G	L	0	8	\$0	Cream w/tan 12x12 floor tile kitchen & classrooms
Annex	43	Misc.	CT-2		Y	NAD	G	L	0	8	\$0	White 2x4 ceiling tile w/pinholes annex kitchen
Annex	44	Misc.	CT-2		Y	NAD	G	L	0	8	\$0	White 2x4 ceiling tile w/pinholes annex kitchen
Annex	45	Misc.	CT-2		Y	NAD	G	L	0	8	\$0	White 2x4 ceiling tile w/pinholes annex kitchen
Annex	46	Misc.	VB-3		N	NAD	G	L	0	8	\$0	Black 6" vinyl base throughout classrooms
Annex	47	Misc.	VB-3		N	NAD	G	L	0	8	\$0	Black 6" vinyl base throughout classrooms
Annex	48	Misc.	VB-3		N	NAD	G	L	0	8	\$0	Black 6" vinyl base throughout classrooms
Head start	49	Misc.	DM-2		N	NAD	G	L	0	8	\$0	Black duct mastic throughout head start
Head start	50	Misc.	DM-2		N	NAD	G	L	0	8	\$0	Black duct mastic throughout head start
Head start	51	Misc.	DM-2		N	NAD	G	L	0	8	\$0	Black duct mastic throughout head start
Head start	52	Misc.	DW-2		N	NAD	G	H	0	8	\$0	Drywall throughout head start office
Head start	53	Misc.	DW-2		N	NAD	G	H	0	8	\$0	Drywall throughout head start office
Head start	54	Misc.	DW-2		N	NAD	G	H	0	8	\$0	Drywall throughout head start office
Head start	55	Misc.	FT-9		N	NAD	G	L	0	8	\$0	Cream w/tan & white streaks 12x12 floor tile thruout
Head start	56	Misc.	FT-9		N	NAD	G	L	0	8	\$0	Cream w/tan & white streaks 12x12 floor tile thruout
Head start	57	Misc.	FT-9		N	NAD	G	L	0	8	\$0	Cream w/tan & white streaks 12x12 floor tile thruout
Head start	58	Misc.	WG-1		N	NAD	F	M	0	8	\$0	Gray window glazing eight older windows
Head start	59	Misc.	WG-1		N	NAD	F	M	0	8	\$0	Gray window glazing eight older windows
Head start	60	Misc.	WG-1		N	NAD	F	M	0	8	\$0	Gray window glazing eight older windows

COMMENTS/NOTES:	NAD=No asbestos detected NA=Not analyzed chr=chrysotile T=Time M=mastic
TABLE 3 - 1	





# ASBESTOS SURVEY AND ASSESSMENT FORM

RLR PROJ. No.:	09013	Field Group I.D.:	
Building Owner:	City of Winter Park		
Building:	Winter Park Comm. Ctr. 721 N. New England Ave., WP, FL		
Inspector (s):	REBECCA REED		
Date of Survey:	April 14, 2009		

Building Contact Person:		Joe Serrano
Laboratory Performing Analysis:		Steve Moody Micro Services, Inc.
Consultant/Lic. Nos.:		V. Douglas Browning PE, LAC/0041407,00000029
RL Reed & Associates, Inc. 8901 Valencia Gardens Dr., Orlando, FL 32825		
RLR	Phone: (321)303-9033	FAX No. (407) 382-6231

[illegible]

COMMENTS/NOTES:	SUBTOTALS		\$0	\$0	\$0
	NAD=No asbestos detected NA=Not analyzed chr=chrysotile T=Time M=mastic	Run Total for REMOVAL/REPLACE		\$0	
	Run Total for CONSULTANT FEES			\$0	

TABLE 3 - 1

## **Appendix A**

### **Personnel Certifications**

# AIR ANALYTICS

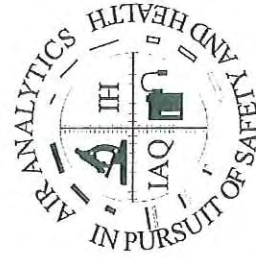
certifies that

**Rebecca Reed**

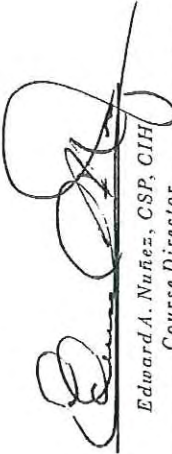
has attended and satisfactorily completed training on 9/8/08,  
and passed an examination covering the content of the  
asbestos accreditation under Section 206 of TSCA, 15 U.S.C. 2646

## AHERA Facility Inspector Recertification Training Course

In accordance with U.S.E.P.A. 40 C.F.R. 763 and in testimony whereof,  
we do confer this certificate at Oviedo, Florida, September 8, 2008.  
Certificate expires 9/8/09.



Certificate # AA090803IR02  
Soc. Sec. # 0471

  
Edward A. Nuñez, CSP, CIH  
Course Director





AC#

3367281

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ASBESTOS LICENSING UNIT

SEQ# L07082704031

DATE	BATCH NUMBER	LICENSE NBR
08/27/2007	078030825	ZA323

The ASBESTOS BUSINESS ORGANIZATION

Named below IS LICENSED

Under the provisions of Chapter 469 FS.

Expiration date: NOV 30, 2009

RL REED & ASSOCIATES, INC  
V. DOUGLAS BROWNING  
8901 VALENCIA GARDENS DR  
ORLANDO FL 32825

CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

HOLLY BENSON  
SECRETARY

## **Appendix B**

### **Laboratory Analysis Data Sheets**



## PLM Summary Report

Steve Moody Micro Services, LLC

2051 Valley View Lane

Farmers Branch, TX 75234 (Phone 972-241-8460)

NVLAP Lab No. 102056

TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL

Lab Job No. : 09B-04236

Project : Winter Park Community Center

Report Date : 04/17/2009

Project # : 09013

Sample Date : 04/14/2009

Identification : Asbestos, Bulk Sample Analysis

Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)

EPA Method 600 / R-93 / 116

Page 1 of 5

On 4/16/2009, sixty three (63) bulk material samples were submitted by Becky Reed of RL Reed and Associates, Inc. - Orlando, FL for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
1	12" x 12" Floor Tile (Cream with Beige Splotches) with Mastic (Black)	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
2	12" x 12" Floor Tile (Cream with Beige Splotches) with Mastic (Black)	Not Analyzed - Positive Stop
3	12" x 12" Floor Tile (Cream with Beige Splotches) with Mastic (Black)	Not Analyzed - Positive Stop
4	12" x 12" Floor Tile (Beige with Black Streaks) with Mastic (Black)	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
5	12" x 12" Floor Tile (Beige with Black Streaks) with Mastic (Black)	Not Analyzed - Positive Stop
6	12" x 12" Floor Tile (Beige with Black Streaks) with Mastic (Black)	Not Analyzed - Positive Stop
7	12" x 12" Floor Tile (Beige with Tan, Brown and White)	None Detected - Floor Tile None Detected - Yellow Mastic Insufficient Black Mastic
8	12" x 12" Floor Tile (Beige with Tan, Brown and White)	None Detected - Floor Tile None Detected - Yellow Mastic Insufficient Black Mastic
9	12" x 12" Floor Tile (Beige with Tan, Brown and White)	None Detected - Floor Tile None Detected - Yellow Mastic Insufficient Black Mastic
10	Mastic (Beige with Black)	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
11	Mastic (Beige with Black)	Not Analyzed - Positive Stop
12	Mastic (Beige with Black)	Not Analyzed - Positive Stop
13	12" x 12" Floor Tile (Burgundy with Black) with Mastic (Black)	None Detected - Floor Tile None Detected - Yellow Mastic Insufficient Black Mastic None Detected - Leveling Compound

## PLM Summary Report

Steve Moody Micro Services, LLC

2051 Valley View Lane

Farmers Branch, TX 75234 (Phone 972-241-8460)

NVLAP Lab No. 102056

TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL

Lab Job No. : 09B-04236

Project : Winter Park Community Center

Report Date : 04/17/2009

Project # : 09013

Sample Date : 04/14/2009

Identification : Asbestos, Bulk Sample Analysis

Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)

EPA Method 600 / R-93 / 116

Page 2 of 5

On 4/16/2009, sixty three (63) bulk material samples were submitted by Becky Reed of RL Reed and Associates, Inc. - Orlando, FL for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
14	12" x 12" Floor Tile (Burgundy with Black) with Mastic (Black)	None Detected - Floor Tile None Detected - Yellow Mastic Insufficient Black Mastic None Detected - Leveling Compound
15	12" x 12" Floor Tile (Burgundy with Black) with Mastic (Black)	None Detected - Floor Tile None Detected - Yellow Mastic Insufficient Black Mastic None Detected - Leveling Compound
16	4" Vinyl Cove Base (Black)	None Detected - Cove Base None Detected - Yellow Mastic
17	4" Vinyl Cove Base (Black)	None Detected - Cove Base None Detected - Yellow Mastic
18	4" Vinyl Cove Base (Black)	None Detected - Cove Base None Detected - Yellow Mastic
19	Duct Mastic (White)	None Detected - White Mastic
20	Duct Mastic (White)	None Detected - White Mastic
21	Duct Mastic (White)	None Detected - White Mastic
22	12" x 12" Floor Tile (Cream with Tan and White)	None Detected - Floor Tile None Detected - Yellow Mastic
23	12" x 12" Floor Tile (Cream with Tan and White)	None Detected - Floor Tile No Mastic
24	12" x 12" Floor Tile (Cream with Tan and White)	None Detected - Floor Tile No Mastic
25	2' x 4' Ceiling Tile (White with Dots and Fissures)	None Detected - Acoustic Tile
26	2' x 4' Ceiling Tile (White with Dots and Fissures)	None Detected - Acoustic Tile
27	2' x 4' Ceiling Tile (White with Dots and Fissures)	None Detected - Acoustic Tile
28	12" x 12" Floor Tile (Cream with Brown and White Streaks)	None Detected - Floor Tile None Detected - Yellow Mastic

## PLM Summary Report

Steve Moody Micro Services, LLC

2051 Valley View Lane

Farmers Branch, TX 75234 (Phone 972-241-8460)

NVLAP Lab No. 102056

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Client : RL Reed and Associates, Inc. - Orlando, FL

Lab Job No. : 09B-04236

Project : Winter Park Community Center

Report Date : 04/17/2009

Project # : 09013

Sample Date : 04/14/2009

Identification : Asbestos, Bulk Sample Analysis

Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)

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Page 3 of 5

On 4/16/2009, sixty three (63) bulk material samples were submitted by Becky Reed of RL Reed and Associates, Inc. - Orlando, FL for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
29	12" x 12" Floor Tile (Cream with Brown and White Streaks)	None Detected - Floor Tile None Detected - Yellow Mastic
30	12" x 12" Floor Tile (Cream with Brown and White Streaks)	None Detected - Floor Tile None Detected - Yellow Mastic
31	Vinyl Cloth Room Dividers (Beige)	None Detected - Wall Covering
32	Vinyl Cloth Room Dividers (Beige)	None Detected - Wall Covering
33	Vinyl Cloth Room Dividers (Beige)	None Detected - Wall Covering
34	Drywall	None Detected - Drywall Material None Detected - Texture
35	Drywall	None Detected - Drywall Material None Detected - Texture
36	Drywall	None Detected - Drywall Material
37	6" Vinyl Base (Gray)	None Detected - Cove Base None Detected - Yellow Mastic
38	6" Vinyl Base (Gray)	None Detected - Cove Base No Mastic
39	6" Vinyl Base (Gray)	None Detected - Cove Base None Detected - Yellow Mastic
40	12" x 12" Floor Tile (Cream with Tan)	None Detected - Floor Tile None Detected - Yellow Mastic
41	12" x 12" Floor Tile (Cream with Tan)	None Detected - Floor Tile None Detected - Yellow Mastic
42	12" x 12" Floor Tile (Cream with Tan)	None Detected - Floor Tile None Detected - Yellow Mastic
43	2' x 4' Ceiling Tile (White with Pinholes)	None Detected - Acoustic Tile
44	2' x 4' Ceiling Tile (White with Pinholes)	None Detected - Acoustic Tile



## PLM Summary Report

*Steve Moody Micro Services, LLC*

2051 Valley View Lane

Farmers Branch, TX 75234 (Phone 972-241-8460)

NVLAP Lab No. 102056

TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL

Lab Job No. : 09B-04236

Project : Winter Park Community Center

Report Date : 04/17/2009

Project # : 09013

Sample Date : 04/14/2009

Identification : Asbestos, Bulk Sample Analysis

Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)

EPA Method 600 / R-93 / 116

Page 4 of 5

On 4/16/2009, sixty three (63) bulk material samples were submitted by Becky Reed of RL Reed and Associates, Inc. - Orlando, FL for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
45	2' x 4' Ceiling Tile (White with Pinholes)	None Detected - Acoustic Tile
46	6" Vinyl Base (Black)	None Detected - Cove Base None Detected - Cream Mastic
47	6" Vinyl Base (Black)	None Detected - Cove Base None Detected - Cream Mastic
48	6" Vinyl Base (Black)	None Detected - Cove Base None Detected - Cream Mastic
49	Door Mastic (Black)	None Detected - Black Mastic
50	Door Mastic (Black)	None Detected - Black Mastic
51	Door Mastic (Black)	None Detected - Black Mastic
52	Drywall	None Detected - Drywall Material None Detected - Texture
53	Drywall	None Detected - Drywall Material None Detected - Texture
54	Drywall	None Detected - Drywall Material None Detected - Texture
55	12" x 12" Floor Tile (Cream with Tan and White Streaks)	None Detected - Floor Tile None Detected - Yellow Mastic
56	12" x 12" Floor Tile (Cream with Tan and White Streaks)	None Detected - Floor Tile None Detected - Yellow Mastic
57	12" x 12" Floor Tile (Cream with Tan and White Streaks)	None Detected - Floor Tile None Detected - Yellow Mastic
58	Window Glazing	None Detected - Window Glazing
59	Window Glazing	None Detected - Window Glazing
60	Window Glazing	None Detected - Window Glazing
61	Exterior Stucco	None Detected - Stucco

## PLM Summary Report

Steve Moody Micro Services, LLC

2051 Valley View Lane

Farmers Branch, TX 75234 (Phone 972-241-8460)

NVLAP Lab No. 102056

TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL

Lab Job No. : 09B-04236

Project : Winter Park Community Center

Report Date : 04/17/2009

Project # : 09013

Sample Date : 04/14/2009

Identification : Asbestos, Bulk Sample Analysis

Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)

EPA Method 600 / R-93 / 116

Page 5 of 5

On 4/16/2009, sixty three (63) bulk material samples were submitted by Becky Reed of RL Reed and Associates, Inc. - Orlando, FL for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
62	Exterior Stucco	None Detected - Stucco
63	Exterior Stucco	None Detected - Stucco

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. Results may not be reproduced except in full. This test report relates only to the samples tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056.

**NVLAP**

Analyst(s): Shaun Wilkerson

Lab Manager : Bruce Crabb

Lab Director : Steve Moody

Approved Signatory :

Approved Signatory :

Thank you for choosing Steve Moody Micro Services



Steve Moody Micro Services, LLC  
2051 Valley View Lane  
Farmers Branch, TX 75234

**PLM Detail Report**  
Supplement to PLM Summary Report

NVLAP Lab No. 102056  
TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL  
Project : Winter Park Community Center  
Project # : 09013

Lab Job No. : 09B-04236  
Report Date : 04/17/2009

Page 1 of 7

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
1	Floor Tile (Cream)	98%	Chrysotile	5%	04/17	SW
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	2%	Chrysotile	5%		
			Tar Binders	95%		
2	Not Analyzed - Positive Stop	100%			04/17	SW
3	Not Analyzed - Positive Stop	100%			04/17	SW
4	Floor Tile (Cream)	95%	Chrysotile	5%	04/17	SW
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	5%	Chrysotile	5%		
			Tar Binders	95%		
5	Not Analyzed - Positive Stop	100%			04/17	SW
6	Not Analyzed - Positive Stop	100%			04/17	SW
7	Floor Tile (Beige)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Insufficient Black Mastic					
8	Floor Tile (Beige)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Insufficient Black Mastic					
9	Floor Tile (Beige)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Insufficient Black Mastic					
10	Floor Tile (Beige)	95%	Chrysotile	5%	04/17	SW
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	5%	Chrysotile	5%		
			Tar Binders	95%		
11	Not Analyzed - Positive Stop	100%			04/17	SW
12	Not Analyzed - Positive Stop	100%			04/17	SW

Steve Moody Micro Services, LLC

2051 Valley View Lane

Farmers Branch, TX 75234

# PLM Detail Report

## Supplement to PLM Summary Report

NVLAP Lab No. 102056

TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL

Lab Job No. : 09B-04236

Project : Winter Park Community Center

Report Date : 04/17/2009

Project # : 09013

Page 2 of 7

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
13	Floor Tile (Burgundy)	98%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Insufficient Black Mastic					
	Leveling Compound (Off-White)	1%	Calcite / Binders	100%		
14	Floor Tile (Burgundy)	98%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Insufficient Black Mastic					
	Leveling Compound (Off-White)	1%	Calcite / Binders	100%		
15	Floor Tile (Burgundy)	98%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Insufficient Black Mastic					
	Leveling Compound (Off-White)	1%	Calcite / Binders	100%		
16	Cove Base (Black)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
17	Cove Base (Black)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
18	Cove Base (Black)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
19	White Mastic (White)	95%	Wollastonite	5%	04/17	SW
			Calcite / Binders	95%		
20	White Mastic (White)	95%	Wollastonite	5%	04/17	SW
			Calcite / Binders	95%		
21	White Mastic (White)	95%	Wollastonite	5%	04/17	SW
			Calcite / Binders	95%		
22	Floor Tile (Cream)	100%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
23	Floor Tile (Cream)	100%	Calcite / Vinyl Binders	100%	04/17	SW
	No Mastic					

Steve Moody Micro Services, LLC  
2051 Valley View Lane  
Farmers Branch, TX 75234

**PLM Detail Report**  
Supplement to PLM Summary Report

NVLAP Lab No. 102056  
TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL  
Project : Winter Park Community Center  
Project # : 09013

Lab Job No. : 09B-04236  
Report Date : 04/17/2009

Page 3 of 7

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
24	Floor Tile (Cream) No Mastic	100%	Calcite / Vinyl Binders	100%	04/17	SW
25	Acoustic Tile (Light Tan)	100%	Cellulose Fibers Mineral Wool Fibers Perlite	50% 30% 20%	04/17	SW
26	Acoustic Tile (Light Tan)	100%	Cellulose Fibers Mineral Wool Fibers Perlite	50% 30% 20%	04/17	SW
27	Acoustic Tile (Light Tan)	100%	Cellulose Fibers Mineral Wool Fibers Perlite	50% 30% 20%	04/17	SW
28	Floor Tile (Cream) Yellow Mastic (Yellow)	98% 2%	Calcite / Vinyl Binders Glue Binders	100% 100%	04/17	SW
29	Floor Tile (Cream) Yellow Mastic (Yellow)	98% 2%	Calcite / Vinyl Binders Glue Binders	100% 100%	04/17	SW
30	Floor Tile (Cream) Yellow Mastic (Yellow)	98% 2%	Calcite / Vinyl Binders Glue Binders	100% 100%	04/17	SW
31	Wall Covering (Beige)	100%	Synthetic Fibers Cotton Fibers Vinyl Binders	15% 15% 70%	04/17	SW
32	Wall Covering (Beige)	100%	Synthetic Fibers Cotton Fibers Vinyl Binders	15% 15% 70%	04/17	SW
33	Wall Covering (Beige)	100%	Synthetic Fibers Cotton Fibers Vinyl Binders	15% 15% 70%	04/17	SW



Steve Moody Micro Services, LLC  
2051 Valley View Lane  
Farmers Branch, TX 75234

**PLM Detail Report**  
Supplement to PLM Summary Report

NVLAP Lab No. 102056  
TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL  
Project : Winter Park Community Center  
Project # : 09013

Lab Job No. : 09B-04236  
Report Date : 04/17/2009

Page 4 of 7

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
34	Drywall Material (White)	75%	Glass Wool Fibers	2%	04/17	SW
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
	Texture (White)	20%	Calcite / Talc / Binders	100%		
35	Drywall Material (White)	89%	Glass Wool Fibers	2%	04/17	SW
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	10%	Cellulose Fibers	100%		
	Texture (White)	1%	Calcite / Talc / Binders	100%		
36	Drywall Material (White)	100%	Cellulose Fibers	3%	04/17	SW
			Glass Wool Fibers	1%		
			Gypsum / Binders	96%		
37	Cove Base (Grey)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
38	Cove Base (Grey)	100%	Calcite / Vinyl Binders	100%	04/17	SW
	No Mastic					
39	Cove Base (Grey)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
40	Floor Tile (Cream)	100%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
41	Floor Tile (Cream)	95%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	5%	Glue Binders	100%		
42	Floor Tile (Cream)	98%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		
43	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	50%	04/17	SW
			Mineral Wool Fibers	30%		
			Perlite	20%		

Steve Moody Micro Services, LLC  
2051 Valley View Lane  
Farmers Branch, TX 75234

**PLM Detail Report**  
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NVLAP Lab No. 102056  
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Client : RL Reed and Associates, Inc. - Orlando, FL  
Project : Winter Park Community Center  
Project # : 09013

Lab Job No. : 09B-04236  
Report Date : 04/17/2009

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
44	Acoustic Tile (Light Grey)	100%	Cellulose Fibers Mineral Wool Fibers Perlite	50% 30% 20%	04/17	SW
45	Acoustic Tile (Light Grey)	100%	Cellulose Fibers Mineral Wool Fibers Perlite	50% 30% 20%	04/17	SW
46	Cove Base (Black) Cream Mastic (Cream)	98% 2%	Calcite / Vinyl Binders Calcite Glue Binders	100% 50% 50%	04/17	SW
47	Cove Base (Black) Cream Mastic (Cream)	98% 2%	Calcite / Vinyl Binders Calcite Glue Binders	100% 50% 50%	04/17	SW
48	Cove Base (Black) Cream Mastic (Cream)	100% <1%	Calcite / Vinyl Binders Calcite Glue Binders	100% 50% 50%	04/17	SW
49	Black Mastic (Black)	100%	Glass Wool Fibers Tar Binders	10% 90%	04/17	SW
50	Black Mastic (Black)	100%	Tar Binders	100%	04/17	SW
51	Black Mastic (Black)	100%	Glass Wool Fibers Tar Binders	10% 90%	04/17	SW
52	Drywall Material (White)  DW Paper Facing (Tan) Texture (White)	87%  10% 3%	Glass Wool Fibers Cellulose Fibers Gypsum / Binders Cellulose Fibers Calcite / Talc / Binders	2% 1% 97% 100% 100%	04/17	SW



Steve Moody Micro Services, LLC  
2051 Valley View Lane  
Farmers Branch, TX 75234

**PLM Detail Report**  
Supplement to PLM Summary Report

NVLAP Lab No. 102056  
TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL  
Project : Winter Park Community Center  
Project # : 09013

Lab Job No. : 09B-04236  
Report Date : 04/17/2009

Page 6 of 7

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
53	Drywall Material (White)	87%	Glass Wool Fibers	2%	04/17	SW
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	10%	Cellulose Fibers	100%		
	Texture (White)	3%	Calcite / Talc / Binders	100%		
54	Drywall Material (White)	87%	Glass Wool Fibers	2%	04/17	SW
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	10%	Cellulose Fibers	100%		
	Texture (White)	3%	Calcite / Talc / Binders	100%		
55	Floor Tile (Cream)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
56	Floor Tile (Cream)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
57	Floor Tile (Cream)	99%	Calcite / Vinyl Binders	100%	04/17	SW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
58	Window Glazing (Grey)	100%	Talc Fibers	5%	04/17	SW
			Calcite	55%		
			Binders / Fillers	40%		
59	Window Glazing (Grey)	100%	Talc Fibers	5%	04/17	SW
			Calcite	55%		
			Binders / Fillers	40%		
60	Window Glazing (Grey)	100%	Talc Fibers	5%	04/17	SW
			Calcite	55%		
			Binders / Fillers	40%		
61	Stucco (Grey)	100%	Aggregate	65%	04/17	SW
			Binders / Fillers	35%		
62	Stucco (Grey)	100%	Aggregate	65%	04/17	SW
			Binders / Fillers	35%		

Steve Moody Micro Services, LLC  
2051 Valley View Lane  
Farmers Branch, TX 75234

**PLM Detail Report**  
**Supplement to PLM Summary Report**

NVLAP Lab No. 102056  
TDSHS License No. 30-0084

Client : RL Reed and Associates, Inc. - Orlando, FL  
Project : Winter Park Community Center  
Project # : 09013

Lab Job No. : 09B-04236  
Report Date : 04/17/2009

Page 7 of 7

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
63	Stucco (Tan)	100%	Aggregate	65%	04/17	SW
			Binders / Fillers	35%		



7B-04236

# FIELD SURVEY LOGSHEET & BULK SAMPLE CHAIN-OF-CUSTODY FORM

PROJ. NO 08013  
 Inspector Rebecca Reed  
 Building Winter Park Community Center 721 N. New England Ave. Winter Park  
 Laboratory Steve Moody Micro Services, Inc.

Field Group ID  
 Consultant V. Douglas Browning  
 Building Owner City of Winter Park  
 Building Contact Person Joe Serrano  
 Lab Contact Person

Sample No.	Sampling Date	Material (Type)	Homogeneous Area or Functional Space	Units & Approx. Quantity	Frangible (Y-N)	Condition (G=Good Fair=P Poor)	Damage Potential (H.M.L)	Location Sample Taken & Description (List: is material layered & how many, color(s), texture, & appearance)	Additional Comments
1	4/14/2009	MISC	FT-1	6x15	N	G	L	cream w/ large splotches 12x12 floor tile w/ blk mastic	blk mastic
2	4/14/2009		↓						blk mastic
3	4/14/2009								
4	4/14/2009		FT-2	40x30	N	G	L	blk w/ black sheets 12x12 floor tile w/ blk mastic	blk mastic
5	4/14/2009		↓	24x12					blk mastic
6	4/14/2009								blk mastic
7	4/14/2009		FT-3	7x30	N	G	L	blk w/ tan brown & white 12x12 floor tile	blk mastic
8	4/14/2009		↓	41x33					blk mastic
9	4/14/2009		FT-4	38x30	N	G	L	blk w/ black mastic	blk mastic
10	4/14/2009		↓	under FT-3					blk mastic
11	4/14/2009								blk mastic
12	4/14/2009								blk mastic
13	4/14/2009		FT-5	20x32x 24x24	N	G	L	blk w/ black 12x12 floor tile w/ blk mastic	blk mastic
14	4/14/2009		↓						blk mastic
15	4/14/2009								blk mastic
16	4/14/2009		VB-1		N	G	L	Black 4" vinyl cover base	Thruout gym
17	4/14/2009		↓						Thruout gym
18	4/14/2009								Thruout gym
19	4/14/2009		DM-1		N	G	L	white duct mastic	Attic closet
20	4/14/2009		↓						Attic closet
21	4/14/2009								Attic closet
22	4/14/2009		FT-6		N	G	L	cream w/ tan & white 12x12 floor tile	Annex
23	4/14/2009		↓						Annex
24	4/14/2009								Annex
25	4/14/2009		CT-1		N	F	L	white 2x4 ceiling tile w/ blk & eff. seals	Attic
26	4/14/2009		↓						Attic
27	4/14/2009								Attic
Released By: (Name/Organization/Date/Time)				Shipped Via		Received By: (Name/Organization/Date/Time)			



98-01236

# FIELD SURVEY LOGSHEET & BULK SAMPLE CHAIN-OF-CUSTODY FORM

PROJ. NO 09013  
 Inspector Rebecca Reed  
 Building Winter Park Community Center 721 N. New England Ave. Winter Park  
 Laboratory Steve Moody Micro Services, Inc.

Field Group ID  
 Consultant V. Douglas Browning  
 Building Owner City of Winter Park  
 Building Contact Person Joe Serrano  
 Lab Contact Person

K1 n blocks  
 assumed

Sample No.	Sampling Date	Material (Type)	Homogeneous Area or Functional Space	Units & Approx. Quantity	Friable (Y-N)	Condition (G=Good Fair, P=Poor)	Damage Potential (H,M,L)	Location Sample Taken & Description (List: Is material layered & how many, colors(s), texture, & appearance)	Additional Comments
28	4/14/2009	MISC	ET-7	1345	N	G	L	cream w/ brown & white streaks 12x12 ft	A02
29	4/14/2009		↓						
30	4/14/2009								
31	4/14/2009	MISC	RD-1	24x10	N	G	L	Beige vinyl cloth room dividers	A02/A01
32	4/14/2009		↓						
33	4/14/2009								
34	4/14/2009		DU-1		N	G	H	Drywalle throughout	Annex
35	4/14/2009		↓						
36	4/14/2009								
37	4/14/2009		VB-2		N	G	L	Gray 6" vinyl base	class room
38	4/14/2009		↓						
39	4/14/2009								
40	4/14/2009		ET-8	81480	N	G	L	cream w/ tan 12x12 floor tile	Kitchen lobby
41	4/14/2009		↓						class room?
42	4/14/2009								
43	4/14/2009		GT-2	8x19	Y	G	L	white 2x4 ceiling tiles w/ pinholes	Annex Kitchen
44	4/14/2009		↓						
45	4/14/2009								
46	4/14/2009		VB-3		N	G	L	Black 6" vinyl base throughout class room	
47	4/14/2009		↓						
48	4/14/2009								
49	4/14/2009		DM-2		N	G	L	Black duct mastic	head start office
50	4/14/2009		↓						
51	4/14/2009								
52	4/14/2009		DU-2		N	G	H	Drywall <del>head</del> room	head start office
53	4/14/2009		↓						
54	4/14/2009								
Released By: (Name/Organization/Date/Time)				Shipped Via		Received By: (Name/Organization/Date/Time)			



98-042316

FIELD SURVEY LOGSHEET & BULK SAMPLE CHAIN-OF-CUSTODY FORM

PROJ. NO 09013  
 Inspector Rebecca Reed  
 Building Winter Park Community Center 721 N. New England Ave. Winter Park  
 Laboratory Steve Moody Micro Services, Inc.

Field Group ID  
 Consultant V. Douglas Browning  
 Building Owner City of Winter Park  
 Building Contact Person Joe Serrano  
 Lab Contact Person

Sample No.	Sampling Date	Material (Type)	Homogeneous Area or Functional Space	Units & Approx. Quantity	Frangible (Y-N)	Condition (G=Good, F=Fair, P=Poor)	Damage Potential (H,M,L)	Location Sample Taken & Description (List is material layered & how many, colors(s), texture, & appearance)	Additional Comments
55	4/14/2009	MISC	FT-9	54x20	N	G	L	cream w/ tan & white streaks 12x12 floor	Head Start
56	4/14/2009								
57	4/14/2009								
58	4/14/2009		WG-1		N	F	M	Window <del>stucco</del> (1) 346 windows	head start
59	4/14/2009								
60	4/14/2009								
61	4/14/2009		ES-1		N	G	L	Extension stucco	common cln
62	4/14/2009	Surf							annex
63	4/14/2009								head start
64	4/14/2009								
65	4/14/2009								
66	4/14/2009								
67	4/14/2009								
68	4/14/2009								
69	4/14/2009								
70	4/14/2009								
71	4/14/2009								
72	4/14/2009								
73	4/14/2009								
74	4/14/2009								
75	4/14/2009								
76	4/14/2009								
77	4/14/2009								
78	4/14/2009								
79	4/14/2009								
80	4/14/2009								
81	4/14/2009								
Released By: (Name/Organization/Date/Time)		Shipped Via			Received By: (Name/Organization/Date/Time)				





# Asbestos Chain of Custody

Page \_\_\_\_\_ of \_\_\_\_\_

PLM-Bulk: ☐ 1 day ☐ 2 day ☒ 3 day ☐ 5 day

☐ Immediate (Call for quote)

☐ ANALYZE ALL ☒ POSITIVE STOP

\*\*Please call in advance for after-hour & weekend analysis\*\*

PCM-Air: ☐ 1 day ☐ 2 day ☐ 5 day

TEM-Air: ☐ 6 hr ☐ 12 hr ☐ 24 hr

TEM-Bulk/Wipe/MVac: ☐ 24 hr ☐ 48 hr ☐ 72 hr

TEM-7402/Modified: ☐ 24 hr ☐ 48 hr ☐ 72 hr

Lab Job#

Lab Job#

Lab Job#

1604236 R.M.03

Company Name and City: RL Reed & Associates, Inc. Orlando

Submitter's Name: Becky Reed

Sample date: April 14, 2009

P.O. No:

Project: Winter Park Community Center

Project No: 09013

Contact Information: Name: Becky Reed

Phone #: 321-303-9033

E-mail: (address): beckyreed@rlreedassoc.com

Mobile #: 321-303-9033

Hard copy: (address): 8901 Valencia Gardens Dr., Orlando, FL 32825

Fax #: 407-382-6231

Invoice Address (if different):

\*\*\* Please review paperwork and samples before submitting to lab. Uncontained / Improperly packaged samples or excessive administrative requests may incur additional fees. \*\*\*

Sample No.	Sample Description	Vol. / Area	Location / Notes
1-63	See attached		

Released by: Becky Reed	Date/Time: 4-15-09 / 2:45	Received By: C. Reed	Date/Time: 4-16-09 10:30 AM
Released by:	Date/Time:	Received By:	Date/Time:

Via U.S. Mail

Notes:

## **Appendix C**

### **Photographs**





8901 Valencia Gardens Drive  
Orlando, FL 32825

Top:  
Homogeneous area  
FT-1  
Bottom:  
Homogeneous area FT-2

**Winter Park Community Center**  
**721 W. New England Ave.**  
**Winter Park, FL**  
Project Number 09013





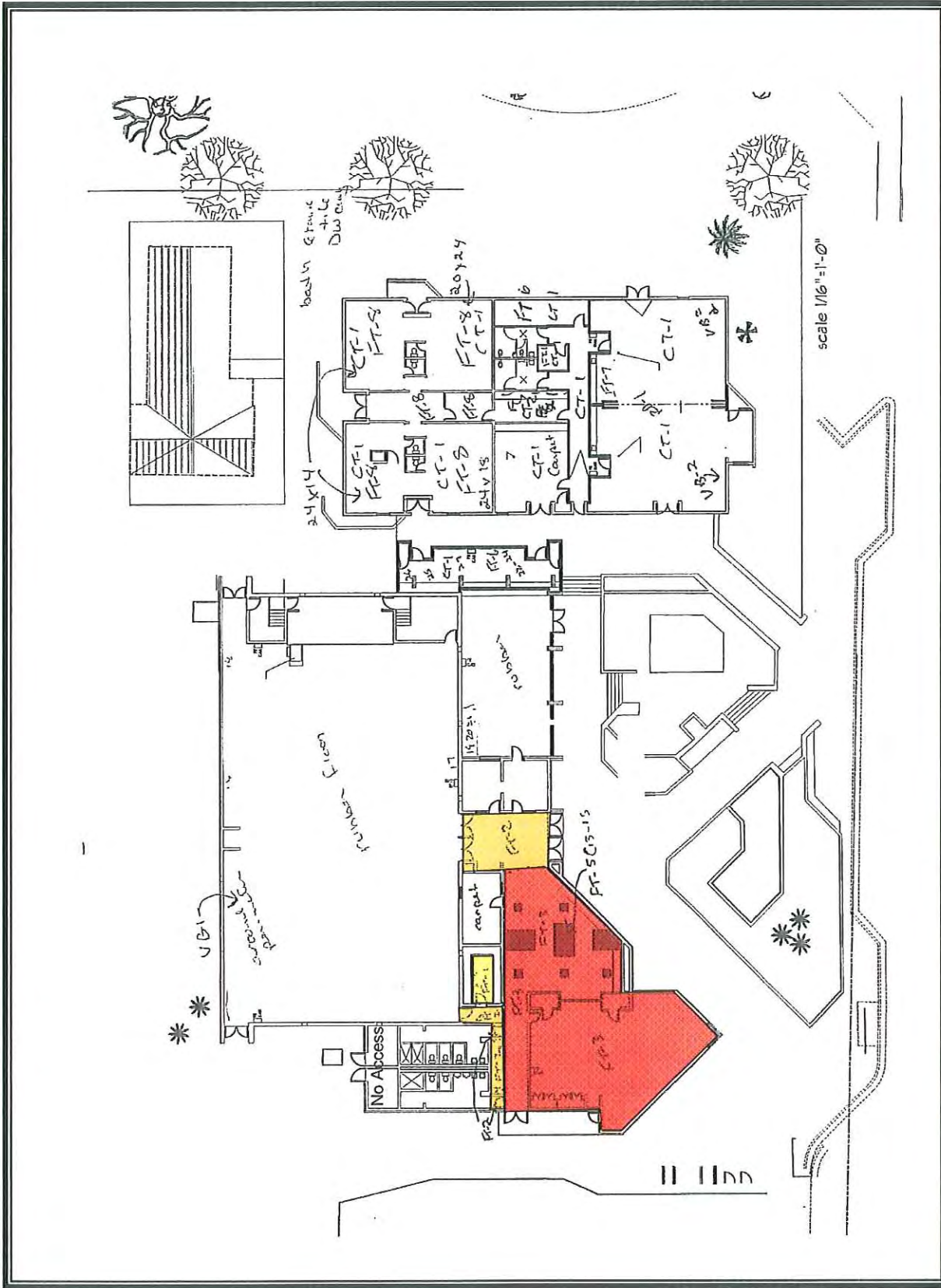
**RL need**  
associates, inc.

8901 Valencia Gardens Drive  
Orlando, FL 32825

Top:  
Homogeneous area  
FT-4

Bottom: Homogeneous area  
Kiln (assumed)

**Winter Park Community Center**  
721 W. New England Ave.  
Winter Park, FL  
Project Number 09013



Winter Park Community Center  
 721 W. New England Ave.  
 Winter Park, Florida

FT-1 - Single layer  
 FT-2 - Single layer  
 FT-4 - Bottom layer

nl need  
 8901 Valencia Gardens Drive  
 Orlando, FL 32825





City of Winter Park  
Purchasing Division  
401 Park Avenue South  
Winter Park, FL 32789-4386

**ADDENDUM #1**

IFB-9-2010

**Demolition of Community Center and/or State Building**

Dated: January 28, 2010

This **ADDENDUM #1** forms a part of the Contract Document and modifies the original bid document.

Take the following into consideration when preparing your bid response:

**General Information**

- An additional site visit has been scheduled for Tuesday, February 2, 2010 at 9:00 AM. We will meet at the Community Center first. Then we will make our way over to the McCarty State Building. This is the only time staff has available to open up the properties. The addresses are as follows:

Community Center  
721 W. New England Ave.  
Winter Park, FL 32789

McCarty State Building  
941 W. Morse Blvd.  
Winter Park, FL 32789

- After careful consideration with City consultants and in light of future projects on one or both of these sites, the City will no longer be responsible for silt fencing, tree protection or perimeter fencing of the State building and the Community Center as stated before in the pre-bid meeting. Please take these elements into consideration when formulating your bid.
- The materials to be recycled must be crushed and staged in the most economical way for each site.
- See attached list of furnishings that will be removed from each building.
- Concealed transite sheeting is present above and below the windows throughout the second floor of the McCarty Building. The material is inside the structural exterior wall and will likely need to be removed from the inside of the building. This material is in addition to the transite wall system panels present on both floors. The revised estimate of transite is 32,000 sq. feet.

- The wall system panels have transite on each side of the wall. The estimate includes the wall system as a unit. Thus a 10ft x 10ft wall panel was counted as 100 sq ft, not as 200 sq.ft. of transite material.
- In response to the question at the pre-bid meeting regarding fire doors: Fire doors should be assumed asbestos containing and disposed of as asbestos containing.
- In response to the question at the pre-bid meeting of mastic on concrete: The black asbestos containing mastic should be removed from concrete.
- Time shall be calculated in calendar days. Times referenced in the bid documents shall be consecutive for both projects and do not include 10 days to mobilize after the Notice to Proceed.
- Geotechnical information on the Community Center site is attached as well as survey of the area.

### **Questions & Answers**

1. Who will be handling the removal of the 3-piece mosaic mural and the Peace sign?  
A. The City will remove the mosaic mural and Peace sign.
2. What is the estimated budget for this project?  
A. The estimated budget to remove hazardous materials, demolish the building, crush recyclable material and haul remaining materials away are:
 

a. Community Center	\$110,000
b. State Office Building	\$210,000
3. Who is responsible for capping the utilities?  
A. The bidding contractor is responsible for capping all utilities at the property line.
4. Where is the grease trap located for the Community Center?  
A. The grease trap is located on the East side of the building near where the fence meets the building. It is most likely overgrown with grass. The City will be sure to point out the exact location to the awarded bidder.
5. Where are the transformers or power vaults located for each site?  
A. The transformer at the Community Center is pad mounted on the north portion of the site. The transformer vault at the State Office is underground to the east of the building core.
6. Does City of Winter Park have a required 30 day notice for demolition and if so, who is responsible for it?  
A. The City will file the required notice, if required.
7. Who will be responsible for the Stormwater run-off plan?  
A. The City will develop a stormwater run-off plan and file the Notice of Intent to the DEP.

8. Does the City require a crushing permit?

A. If required, the City will obtain a crushing permit.

9. What unit of measure shall be used for the unit pricing?

A. Cubic yards.

10. Is the current asbestos survey sufficient for the demolition of the specified buildings? There were assumptions made at the site visit that there was suspicions' of asbestos containing materials in other areas not listed on the current survey.

A. Concealed transite sheets are present on the exterior wall of the second floor. It was discovered behind drywall when a small section of drywall was removed to reveal the exterior wall structure. The outer panels are metal. Additional destructive sampling verified the presence of the transite sheeting above and below the windows on the entire second floor. The transite located below the windows is behind drywall and inside the structure of the outer walls. Above windows it is covered by insulation. It will likely need to be removed from the inside. The revised estimate of transite is 32,000 square feet.

The wall system panels have transite on each side of the wall. The estimate includes the wall system as a unit. Thus a 10 ft. x 10 ft. section of wall was counted as 100 sq. ft. not as 200 sq. ft. of transite sheeting. It is assumed the walls will be removed as a unit.

Yes, the survey is sufficient for regulatory notification for demolition. A report addendum will be issued stating the revised quantity of transite. The quantities are estimates and should be verified by the bidder.

11. If the city request crushing on site, shouldn't the specified buildings be clean of any category I and II materials? If any category I material is not removed wouldn't it become friable when the crushing process took place? And half to be removed before crushing took place?

A. Yes, the concrete crushing would make the asbestos containing floor tile and mastic friable, and must be removed prior to crushing the concrete. All Category II materials must be removed. The building demolition would also make those materials friable if they remained.

12. If the city has a contracted abatement company, I would recommend the city removing all asbestos containing material before demolition; this would assure the city that all the asbestos would be removed.

A. It is the responsibility of the demolition contractor to engage and oversee an abatement company and to certify to the City that all asbestos containing material has been removed before demolition.

Bidders are required to acknowledge receipt of **Addendum #1** in the space provided on the Signature Sheet within the original bid document.

**Failure to acknowledge all addenda may be cause for rejection of the bid response.**

## Community Center

All the keys from the locker
The AED Unit
All the T-Stats and lock boxes
All the fire extinguishers
The restroom partitions
Fire Alarm devices
Range hood suppression systems (2)
Refrigerator
Rain Catchers
Electrical breakers & panels
Metal Kitchen counter in Head Start
Ice Machine in Annex
Pizza Oven in Annex
Refrigerator in Annex
Restroom dispensers and mirrors
Hand dryers
Store front door hardware
Electrical panel and breakers in Affairs bldg
Security panel and devices
Stage Lighting & Curtain
Concrete poles and lights on both the tennis and basketball courts.
Kiln in Annex
Fiber Glass Panels in Pump House
All controllers in the pump house
Drinking Fountains
Toilet Automatic Flush Valves
Automatic Sink Valves

## McCarty Bldg

Security Panel and devices
Restroom partitions
Fire Alarm devices
Trash Cans
Lighting sensors
Dehumidifiers
Fire Extinguishers
Plexiglass panels
Chains and locks
Power poles
Large floor fan
Adjustable mirror in the court office
Surface mount paper towel holders and trash can combo.
Pumps and Motors?
Air Compressor?
A/C equipment or parts?



**Report of Geotechnical Exploration  
and Evaluation  
Winter Park Community Center  
New England Avenue and Capen Avenue  
Winter Park, Florida**

**BUILD ON OUR EXPERIENCE**

JACKSONVILLE | LAKE LAND | MIAMI | ORMOND BEACH | TALLAHASSEE | TAMPA | WEST PALM BEACH | WINTER PARK

1675 LEE ROAD | WINTER PARK, FLORIDA 32789  
P: 407-740-6110 | 800-457-4745 | F: 407-740-6112  
[WWW.NODARSE.COM](http://WWW.NODARSE.COM)





January 13, 2010  
Project No. 01-09-0343-101A

Mr. Dave Schmitt, P.E.  
**Dave Schmitt Engineering**  
3680 Avalon Park East Boulevard, Suite 310  
Orlando, Florida 32828

Report of Geotechnical Exploration and Evaluation  
**Winter Park Community Center -New England Avenue & Capen Avenue**  
Winter Park, Florida

---

Dear Mr. Schmitt:

Nodarse & Associates, Inc. (N&A) is pleased to present this report of geotechnical exploration and engineering evaluation for the above-referenced project. The purpose of this study was to evaluate subsurface conditions at the site to assist in the design of a new Winter Park Community Center. This report describes the exploration performed, subsurface conditions observed, and presents our geotechnical evaluations and recommendations for the proposed development.

### PROJECT DESCRIPTION

The project involves construction of the new Community Center at the site of the existing Community Center on New England Avenue between Pennsylvania and Capen Avenues. It is next to the existing Shady Park. An existing building, swimming pool, tennis courts, and parking area are present on site. It is expected that these existing features will be demolished for construction of the new building and amenities.

Pervious parking areas are anticipated on the western portion of the site. An underground stormwater vault beneath the parking area was originally being considered for treatment of stormwater runoff. However, due to relatively shallow groundwater levels observed, a small stormwater pond is now proposed on the northern portion of the site.

**BUILD ON OUR EXPERIENCE**

JACKSONVILLE | LAKELAND | MIAMI | ORMOND BEACH | TALLAHASSEE | TAMPA | WEST PALM BEACH | WINTER PARK

1675 LEE ROAD | WINTER PARK, FLORIDA 32789  
P: 407-740-6110 | 800-457-4745 | F: 407-740-6112  
WWW.NODARSE.COM

The USGS quadrangle map containing the project site indicates that ground surface elevations in the area are near +90 feet NGVD. An excerpt of the USGS quadrangle map including the project site is included as **Figure 1**.

The USDA/NRCS Soil Survey for Orange County indicates that the surficial soils present on site are Smyrna-urban land complex (45) and Zolfo-urban land complex (55). Under natural conditions, seasonal high groundwater levels in Smyrna soils are within 1 foot of natural grade and in Zolfo soils, at a depth of 2 to 3.5 feet below natural grade. However, the "Urban land complex" designation indicates that significant development has occurred in the area and the depth to the groundwater table is likely dependent on established drainage facilities. An excerpt of the USDA/NRCS soil survey for Orange County containing the project site is included as **Figure 2**.

Based on the map entitled, "Potentiometric Surface of the Upper Floridan Aquifer in the St. Johns River Water Management District and Vicinity, Florida, September 2002" the potentiometric elevation at the project location is near +45 feet.

## AREA GEOLOGY

The geology of the Central Florida area is characterized by sedimentary strata formed during three distinct geologic periods. The surficial stratum is composed of undifferentiated Holocene/Pleistocene/Pliocene age sands, containing varying amounts of silt and clay, which extend typically to depths on the order of 40 to 60 feet below ground surface. This upper, mostly sandy zone contains the surficial (water table) aquifer. A Miocene age deposit, the Hawthorn Group, frequently underlies the surficial sand and is typically composed of clay, clayey sands and sandy limestone containing appreciable amounts of phosphate. This relatively impermeable stratum extends to typical depths of 100 to 120 feet beneath ground surface and serves as the confining layer for the underlying Floridan aquifer. The Floridan aquifer, composed of Eocene age Ocala, Avon Park and Lake City Limestones, is one of the most productive aquifers in the world. The extremely high productivity of this aquifer is directly related to its ubiquitous cavities and interconnected channels, some being more than 100 feet in height. These cavities were formed by dissolution of the limestone caused by the movement of slightly acidic water through the rock.

## SUBSURFACE CONDITIONS

The initial field exploration performed for this evaluation included two (2) Standard Penetration Test (SPT) borings to depths of 25 and 75 feet at accessible locations within the proposed building area and two (2) auger borings to a depth of 20 feet in the proposed parking areas. A relatively undisturbed soil sample was also obtained from the parking area for laboratory permeability testing



for an underground stormwater vault. The deeper boring performed in the proposed building location was performed to evaluate the potential for sinkhole activity at the site.

Subsequent to the initial exploration, six (6) manual auger borings to depths of 2 to 10 feet below existing grade were performed within the western portion of the site to explore the extent of buried organic soils and debris observed in the auger borings performed within the parking area.

Borings were located in the field by referencing prominent site features, estimating right angles and taping from these features. The approximate boring locations are presented on **Figure 3**. Soil conditions observed in the borings are presented on the attached **Figure 4** in profile form.

Generally, soil conditions observed are described as:

#### *Building*

- In the proposed building locations, soil conditions observed were mostly fine sand (Stratum 1) at the ground surface to about 53 feet with intermittent lenses of slightly silty and/or silty fine sand (Stratum 2 and 3). SPT blow counts ranged from 4 to 20 in the upper 40 feet indicating a relative density of loose to medium dense. The SPT blow count measured at a depth of 50 feet was 32 indicating a relative density of dense.
- The deeper boring (TB-1) observed greenish-gray clayey fine sand (Stratum 4), indicative of the Hawthorn Group, below a depth of 53 feet to the boring termination depth of 75 feet. SPT blow counts ranged from 6 to 11 indicating a relative density of loose to medium dense.
- Very loose soil conditions or losses of drilling fluid circulation, indicative of soil raveling, were not observed in the borings.
- A manual auger boring performed in the western portion of the proposed building location observed organic peat/muck with abundant debris (Stratum 5) at a depth of about 4.5 feet below existing grade. This organic soil with debris was observed to the boring termination depth of 7.5 feet. The boring was terminated due to the abundance of debris material (consisting of glass and metal pieces).

#### *Parking and Stormwater Pond Area*

- In the parking area on the western portion of the site, surficial soil conditions observed consisted of fine sand (Stratum 1) to a depth of 3 to 4 feet below existing grade underlain by silty fine sand (Stratum 3) to a depth of about 5 feet.

- At a depth of about 5 feet, sandy peat/muck with debris (Stratum 5) was observed to a depth of 10 to 16 feet below existing grade.
- Below this sandy peat/muck and debris soil layer, slightly organic silty fine sand (Stratum 6) was observed to the termination depth of 20 feet in the northern-most boring (AB-1) and to a depth of about 15 feet in the southern-most boring (AB-2).
- In the southern-most boring, slightly silty fine sand (Stratum 2) was then observed to the termination depth of 20 feet.
- Additional manual auger borings performed within the parking and stormwater pond areas found an obstruction or abundant debris within a foot or two of existing grade, preventing further penetration of the borehole.

Groundwater levels measured in the open boreholes during the field explorations (December of 2009) indicate that groundwater ranged from 3 to 7 feet below existing ground surface. The shallow manual auger borings which terminated due to obstruction or debris in the upper few feet did not find groundwater during the exploration. Groundwater levels will fluctuate with the amount of local rainfall and with site development and, therefore, may be different at other times. Typical estimated seasonal high groundwater levels for the site in its present condition are expected to be about 1 foot higher than those recorded during our field exploration. However, changes in drainage characteristics due to site development or the installation and operation of irrigation systems may cause significant deviations from these anticipated estimated seasonal high groundwater levels.

Based on prior experience in the project vicinity, it is believed the buried organic soils may be perching groundwater at shallower depths. If the organic soils are adequately removed and replaced with well-draining, inorganic, non-cohesive sand, groundwater levels are expected to be lower than observed during the exploration.

## **CONCLUSIONS AND RECOMMENDATIONS**

The following conclusions and recommendations are based on the project characteristics previously described, the data obtained in our field exploration and our experience with similar subsurface conditions and construction types. If the proposed site improvements or locations are significantly different from those previously described in this report, or if subsurface conditions different from those disclosed by the borings are encountered during construction, we should be notified immediately so that we might review and modify, if necessary, the following recommendations in light of such changes.



## Summary

The following summarizes our geotechnical engineering evaluations and recommendations:

- In summary, the subsurface conditions observed in the borings performed within the proposed building footprint are suitable for support of the proposed Community Center building on conventional shallow foundations, following adequate site preparation as described below.
- Raveled or deep loose soil conditions of "sinkhole" concern were not observed.
- Demucking and removal of buried debris is recommended in the western portion of the building area and parking areas to reduce the potential of undesirable settlement. Based on the borings performed, over-excavation of unsuitable soil to depths of about 10 to 15 feet is anticipated. However, additional exploration, in the form of test pits, is recommended to better evaluate the extent and depth of unsuitable soil removal.
- The unsuitable material (organic soil and debris) can be left in place below the parking areas if some settlement can be tolerated over time. Further discussion regarding implications to this material left in place below the parking areas is presented later in this report.

## Sinkhole Potential

The geology of the area, as described previously, is conducive to the development of sinkholes. The solution features within the limestone can collapse or can allow the downward movement of overlying soils, known as raveling, to produce depressions at the surface which are typically circular in shape (sinkholes). Sinkholes can occur nearly anywhere in Central Florida, but are more likely to occur in areas characterized by thin confining beds, large differences between the water table elevation and the Floridan aquifer potentiometric level and the presence of limestone in relatively close proximity to the ground surface. The Winter Park Sinkhole is located within ½ mile of the site. However, the probability of a sinkhole occurring within a relatively small site, even in an area regarded as a "high risk area" with regard to sinkhole activity, very low.

The deep boring performed on the site did not find raveled soil conditions at depth, nor did it encounter losses of drilling fluid during drilling. These results indicate that the sinkhole potential is relatively low.



## **Foundation Design**

Once the existing subgrade and/or new fill soils in the proposed structure areas have been prepared in accordance with the recommendations presented in this report, the proposed building can be constructed on a system of conventional shallow spread or strip footings. Footings which bear in densified existing soils or in new structural fill may be designed based on a maximum net allowable bearing pressure of 3,000 pounds per square foot. Minimum footing dimensions of 18 inches for wall footings and 24 inches for column footings should be used even though the allowable bearing pressures may not be fully developed in all cases. Footings should bear at least 24 inches below finished exterior grades.

Foundation subgrade soils should be approved by the Geotechnical Engineer prior to placement of concrete and steel. As a minimum acceptance criterion, the foundation bearing surface should be clean and free of any loose soils or mud and should be compacted to a minimum density of 95 percent of the soil's modified Proctor maximum dry density for a depth of at least 12 inches below the bearing elevation.

## **Pavement Design Considerations**

The unsuitable material (organic soil and debris) observed in the borings can be left in place below the parking areas if some settlement can be tolerated over time. However, there is potential for overlying sands to filter into voids within the debris and for the organic soils to non-uniformly compress over time, causing localized areas of settlement. The use of pervious pavement may increase the occurrence of filtration of overlying sands into voids within the debris.

Although the extent and location of these potential localized depressions can not be accurately predicted, test pits may provide an opportunity to better observe the amount and constituents of the debris, providing a better evaluation of the extent of settlements which may occur. Placement of a geo-grid below the pavement section may provide some reduction in the amount of localized settlements apparent from the surface. Given the history of sinkhole activity in the vicinity of the site, the City may wish to consider whether localized settlements within the parking area are acceptable. Settlements within the parking area may cause unnecessary alarm regarding sinkhole activity. If greater than normal settlement within the parking area can not be tolerated, over-excavation and removal of the organic soil and debris as described below for the proposed building area is recommended.

Traffic loads are expected to consist of mostly passenger cars with minimal truck traffic. For the driveways and parking areas, the following typical pavement section is recommended:

- 1.5 inches of asphaltic concrete;
- 8 inches of limerock base; and,
- 12 inches of stabilized subgrade (min. LBR = 40). Stabilizing agents to consist of coarse granular admixtures such as limerock screenings crushed shell, recycled concrete, etc. Fine admixtures, such as silty and/or clayey soils are not permitted.

Use a soil cement base in lieu of limerock is an acceptable alternative. However, it should be noted that cracking typical of a soil cement pavement section may not provide an aesthetically pleasing pavement surface. If soil cement is substituted for the limerock base, a compacted subgrade to a minimum of 95 percent of the soil's modified Proctor maximum dry density to a depth of at least 12 inches below the pavement base can be used instead of a stabilized subgrade. Regardless of the pavement base selected the subgrade to at least 24 inches below the pavement base should consist of well-draining, inorganic, non-cohesive sand with less than 10 percent fines content by weight. Soils of Strata 1 and 2 are suitable for use as pavement subgrade.

If a pervious pavement section will be used, the following recommendations are offered regarding subgrade preparation:

- Fill soils placed below the pervious pavement section should consist of well-draining, inorganic, non-cohesive, clean sand with less than 6 percent fines and an in-place permeability rate of at least 10 feet per day. Sands of Stratum 1 are suitable for use as fill below the pervious sidewalk section.
- To ensure proper installation of the pervious pavement, the contractor constructing the pavement should be experienced in pervious pavement construction. Improper placement may result in insufficient permeability within the pervious pavement section, reducing collection of rainfall within the underlying gravel bed. In addition, proper maintenance and periodic cleaning of the pervious pavement section will be required to reduce the potential of clogging by silts and/or sediments which may accumulate on the surface of the pavement.

Regardless of the pavement section chosen, a minimum of 12 inches between the estimated seasonal high groundwater table and the bottom of the pavement base or pervious pavement section should be maintained. If a limerock pavement base is used, a minimum separation of 18 inches is recommended.



### **Stormwater Pond Area**

A shallow dry-bottom stormwater pond is anticipated in the northwest portion of the site. A manual auger boring (HA-3) was attempted in the proposed pond location, in the bottom of the existing shallow pond area. Soil conditions observed consisted of light brown to gray fine sand (SP, Stratum 1) at existing grade to a depth of about 2 feet, where an obstruction was observed, preventing further penetration of the borehole. Due to buried debris observed in other borings in on site, it is believed that the obstruction observed may be buried debris. Groundwater was not observed within the 2 foot depth explored.

Based on the soil conditions observed, an estimated seasonal high groundwater table and base of surficial aquifer elevation at a depth of 2 feet below existing grade is recommended for stormwater pond design. Removal of buried organic soil and/or debris below the pond bottom may provide a lower groundwater table and base of surficial aquifer elevation. Test pits are recommended in the stormwater pond area to better evaluate subsurface conditions.

Laboratory permeability testing was performed on a relatively undisturbed soil sample obtained from boring AB-1 in the parking area to the south. Based on this testing, a vertical permeability rate of 3 feet per day was measured for Stratum 3 soil. Horizontal permeability is typically on the order of 1.5 to 2 times the vertical permeability rate.

The permeability rate used in stormwater recovery analyses should consider the fill soils which may be placed in the stormwater pond area. To improve recovery, it is recommended than well-draining sand of Stratum 1 or similar be placed within the stormwater pond area. N&A would be pleased to provide stormwater recovery analyses as site plans are developed.

### **General Site Preparation**

The following recommendations are offered regarding general site preparation:

- The initial step in routine site preparation should be the complete removal of all existing features to be removed, surficial vegetation, topsoil, debris, and other deleterious materials from beneath and 5 feet beyond the proposed building footprint. Stripping thicknesses are typically expected to be about 6 inches in grassed areas where removal of unsuitable material will not be performed.
- Following removal of the existing structure and other features within the proposed building area, test pits should be performed to better evaluate the extent and depth of buried organic soils and debris within the proposed building area.

- Extrapolating from the deeper boring results in the parking area, over-excavation of unsuitable organic soil and debris to a depth of about 10 to 15 feet should be anticipated in the western portion of the building area. Additional borings or test pits are recommended to better delineate the extent and depth of organic soil to be removed. Dewatering to a depth of at least 2 feet below the over-excavated surface is recommended to provide visual inspection of the adequate removal and to facilitate compaction of backfill soils.
- Cleaner sands overlying the unsuitable material to be removed can be re-used as backfill as described in the "Fill Placement" section below provided these materials are stockpiled separately from the unsuitable soils.
- After the stripping and over-excavation/demucking has been completed, the building and parking area should be inspected by the Geotechnical Engineer. At that time, the stripped and over-excavated areas should be proofrolled using a large compactor. Vibratory compaction is not recommended due to nearby structures. Proofrolling should be observed by the Geotechnical Engineer. The purposes of the proofrolling will be to densify the near-surface soils as well as to detect any areas where unsuitable soils may be present. Over-compaction of the stormwater pond area should be avoided as this will impede the infiltration of stormwater runoff into the underlying soils.
- Soils which yield excessively during the proofrolling operations should be undercut and replaced with compacted structural fill. The Geotechnical Engineer, based on observations at the site, can recommend the nature and extent of any remedial work.
- Proofrolling should continue for the required number of passes and until the soil at a minimum depth of 12 inches below the compaction surface has attained a minimum of 95 percent of the soil's maximum dry density as determined by ASTM Specification D-1557 (modified Proctor).
- In-place density tests should be performed by an experienced geotechnical engineering technician working under the direction of a registered Geotechnical Engineer to verify the required degree of compaction. We recommend a minimum testing frequency of one (1) test per 2,500 square feet of building area and one (1) test per 5,000 square feet of parking area proofrolled.



### **Fill Placement**

After the site has been stripped, over-excavated, proofrolled, and accepted by the Geotechnical Engineer, fill required to bring the site to final grade may then be placed and properly compacted. Fill should be inorganic, non-plastic, granular soil (i.e., relatively clean sands) with less than 12 percent by dry weight passing the U.S. Standard No. 200 sieve. The fill soils should generally classify as SW, SP, or SP-SM in accordance with the Unified Soil Classification System. Within the stormwater pond area, fill should be limited to more than 5 percent fines.

The fill should be placed in level lifts not to exceed 12 inches loose thickness. Fill placed in structural and pavement areas should be compacted to a minimum of 95 percent of the soil's modified Proctor maximum dry density. Care should be taken to not over-compact soils below the stormwater pond.

In-place density tests should be performed on each lift by an experienced Engineering Technician working under the direction of a registered Geotechnical Engineer to verify that the recommended degree of compaction has been achieved. We recommend a minimum testing frequency of one (1) test per lift per 2,500 square feet of fill area in the proposed building area and one (1) test per lift per 5,000 square feet if fill area in the parking lot area. The fill should extend a minimum of 5 feet beyond the perimeter of the proposed building to prevent possible erosion or undermining of subgrade soils. In addition, fill slopes should not be steeper than 2 horizontal to 1 vertical.

Soils which are excavated and replaced as backfill in utility line trenches or placed adjacent to footings beneath slabs on grade should also be properly placed and compacted to the specifications stated above. However, in these restricted working areas, compaction should be accomplished with lightweight, hand-guided compaction equipment and lift thicknesses should be limited to a maximum of 4 inches loose thickness.

### **CLOSURE**

The recommendations provided in this report are based on a limited number of widely spaced borings. It is anticipated that additional borings will be performed once demolition of the existing building is performed. Conditions can and may vary between or away from borings. The true extent of variation may not become evident until construction. Should conditions be found during construction which vary significantly from those discussed in this report, N&A should be contacted to review the conditions and evaluate their implications for the proposed construction.



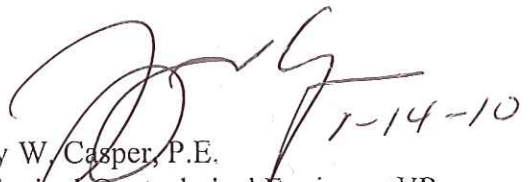
N&A appreciates the opportunity to be of service to you on this project. We have enjoyed assisting you, and we look forward to serving as your consultant on future projects. If you should have any questions concerning the contents of this report, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

**NODARSE & ASSOCIATES, INC.**



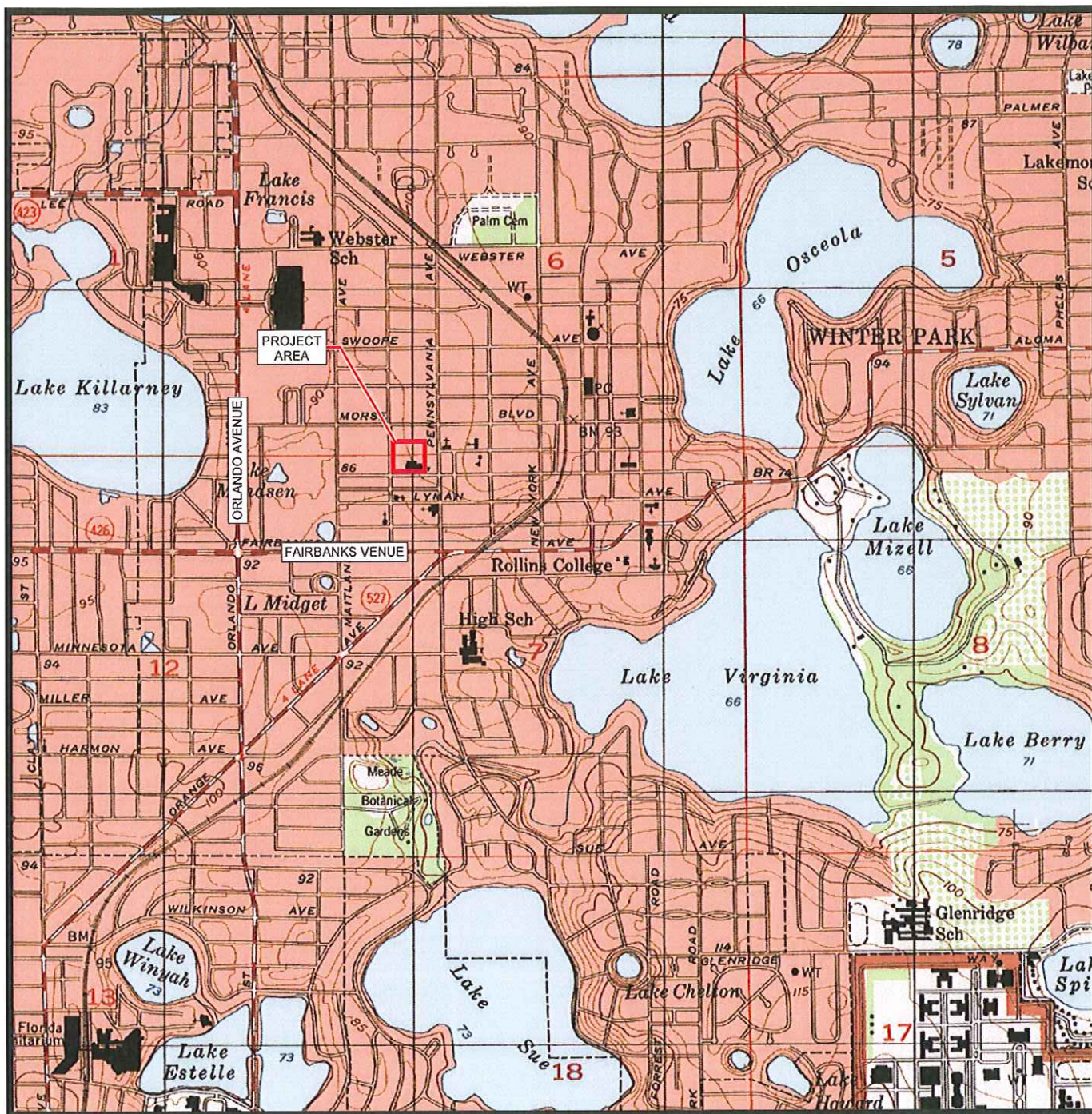
Shenna McMaster, P.E.  
Senior Geotechnical Engineer  
FL Registration No. 57537



Jay W. Casper, P.E.  
Principal Geotechnical Engineer, VP  
FL Registration No. 36330

## FIGURES

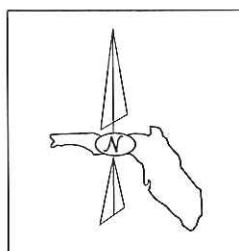




REFERENCE: U.S.G.S. "ORLANDO EAST, FLORIDA" QUADRANGLE MAP  
 SECTION: 1  
 TOWNSHIP: 22 SOUTH  
 RANGE: 29 EAST  
 SCALE: 1" = 2000'

ISSUED: 1994

REVISED: NONE



U.S.G.S. QUADRANGLE MAP  
 WINTER PARK COMMUNITY CENTER  
 NEW ENGLAND AVENUE AND CAPEN AVENUE  
 WINTER PARK, FLORIDA

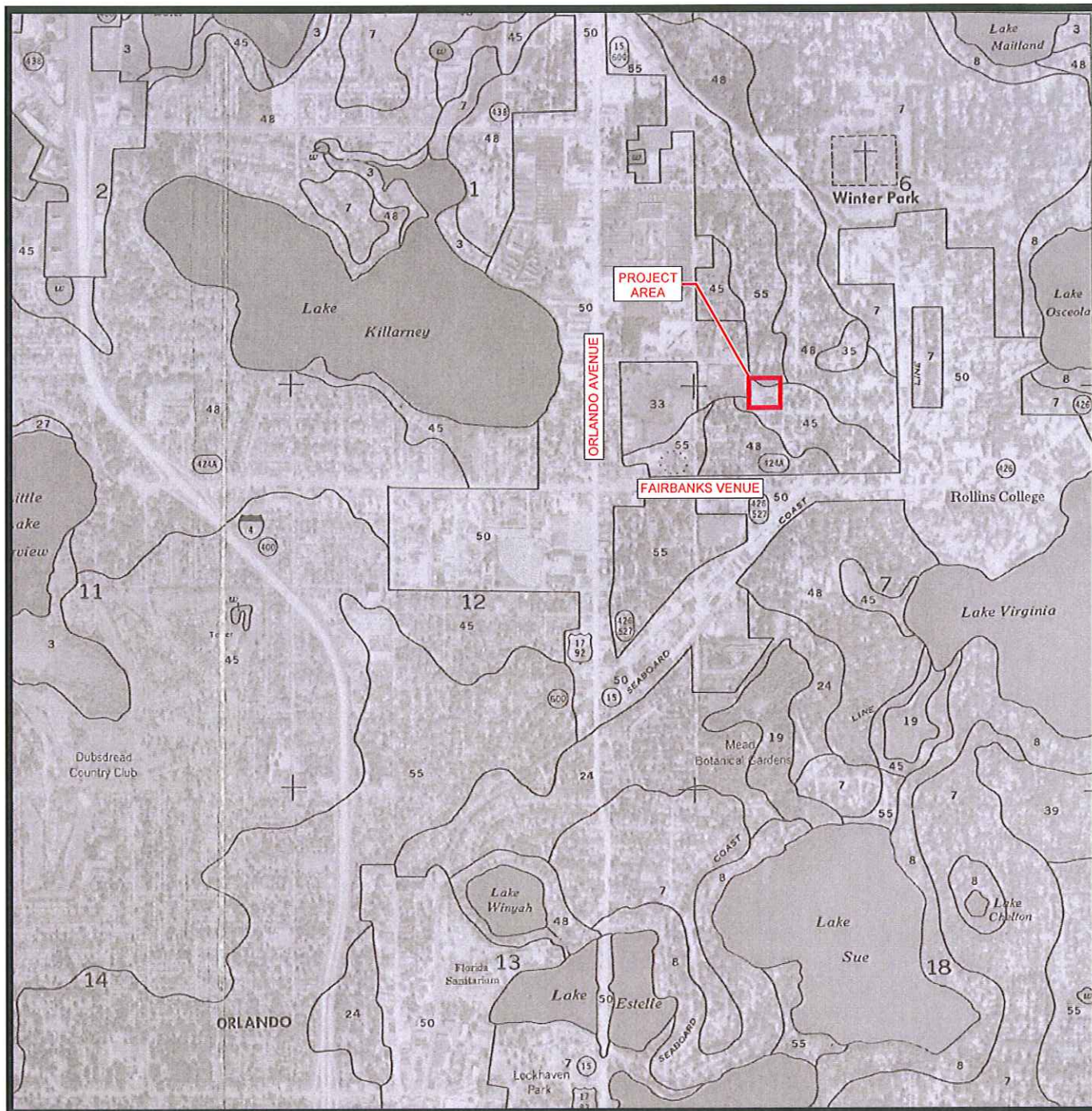
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 CHKD: SM  
 SCALE: 1"=2000'  
 DATE: 12-3-09



PROJ. NO: 01-09-0343-101A

FIGURE: 1

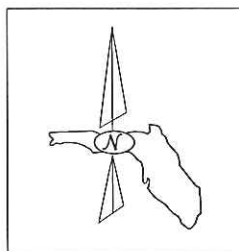




REFERENCE: U.S.D.A. ORANGE COUNTY, FLORIDA SOIL SURVEY

ISSUED: 1994

SECTION: 1  
TOWNSHIP: 22 SOUTH  
RANGE: 29 EAST  
SCALE: 1" = 2000'



SOIL LEGEND

45 SMYRNA-URBAN LAND COMPLEX  
55 ZOLFO-URBAN LAND COMPLEX

SOILS MAP  
WINTER PARK COMMUNITY CENTER  
NEW ENGLAND AVENUE AND CAPEN AVENUE  
WINTER PARK, FLORIDA

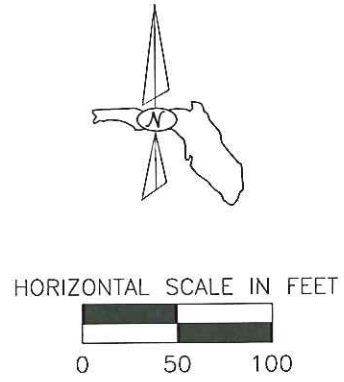
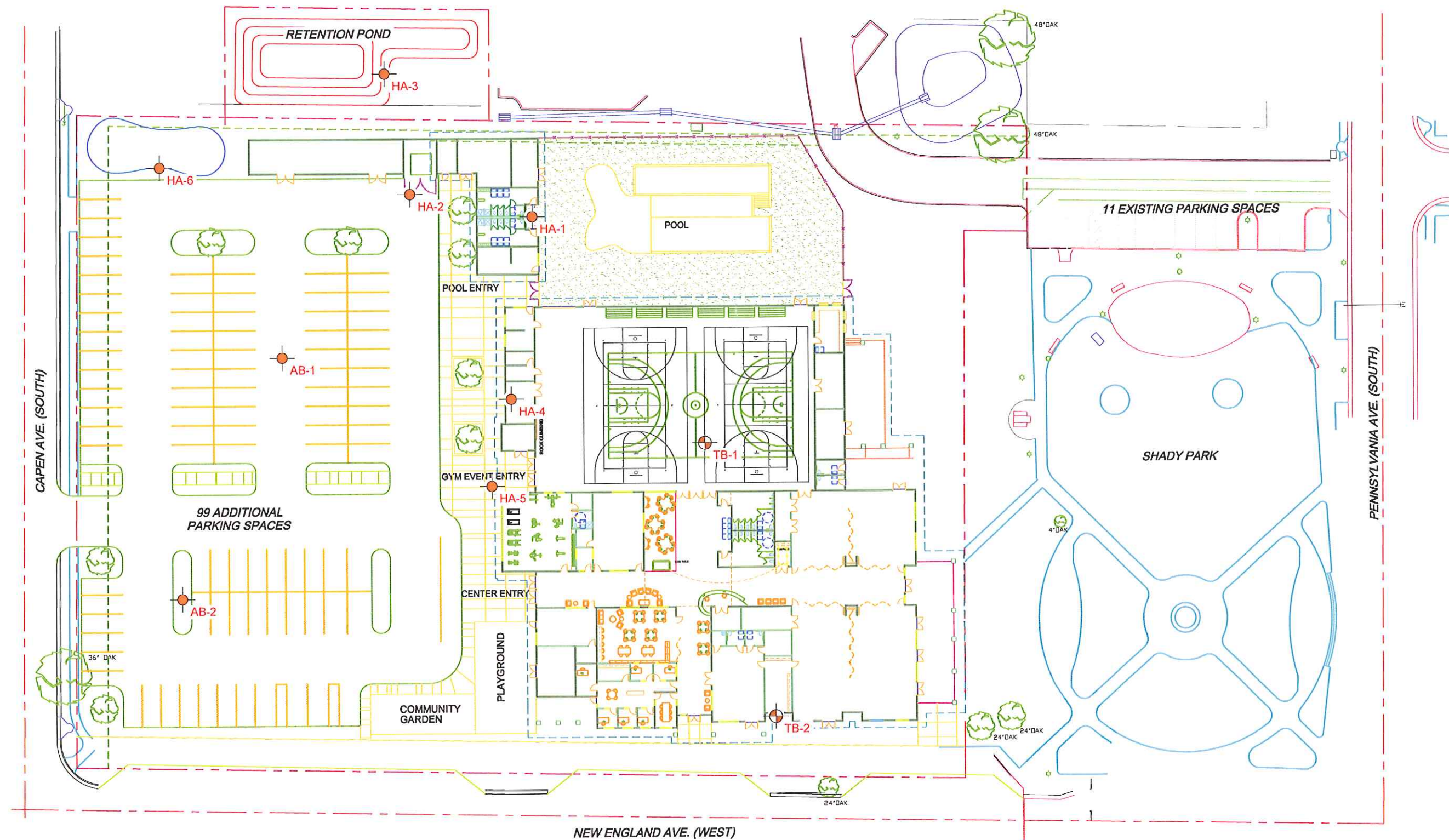
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DATE: 12-3-09





PROJ. NO: 01-09-0343-101A  
FIGURE: 2




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LEGEND

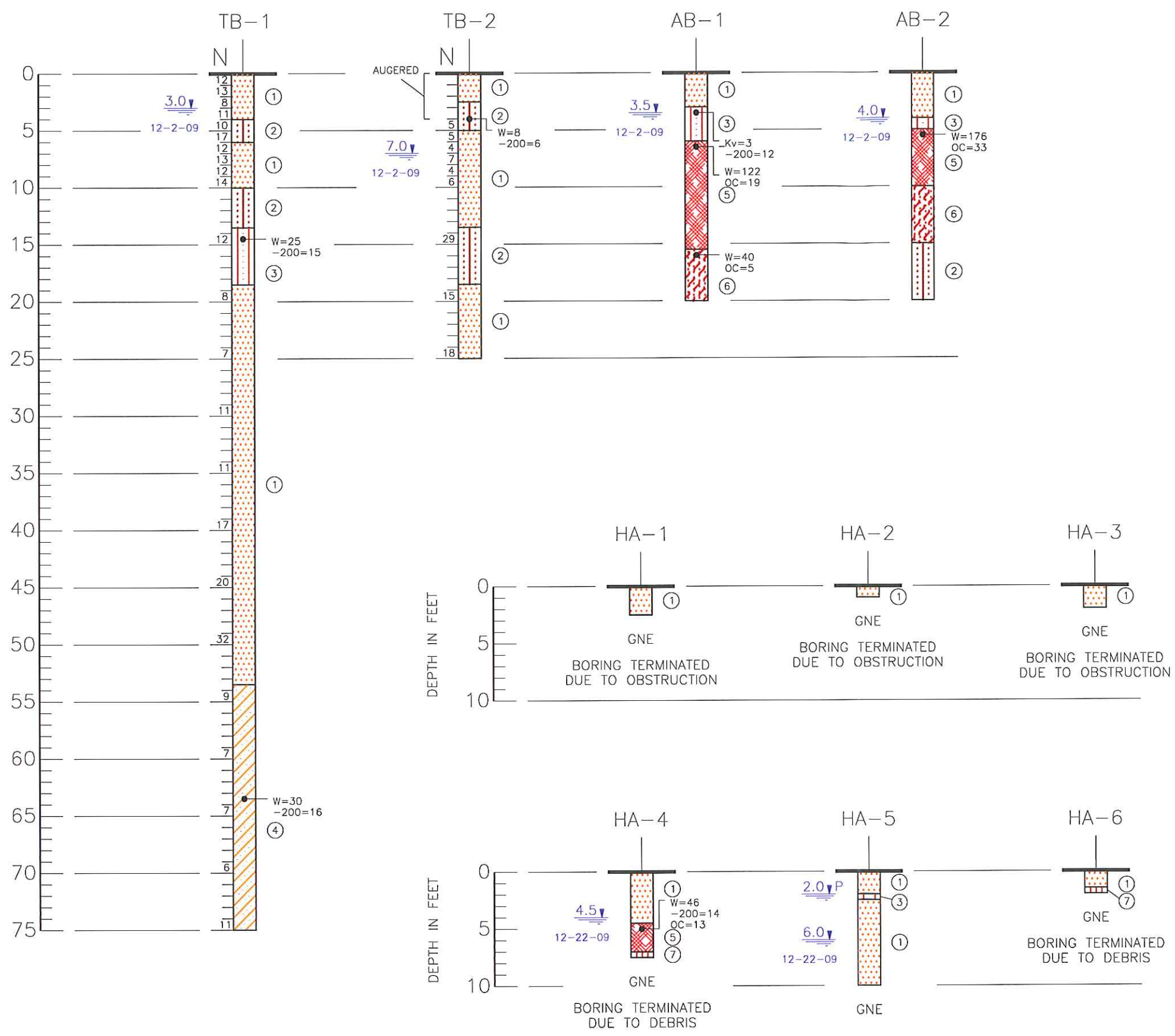
-  APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING
-  APPROXIMATE LOCATION OF AUGER BORING

BORING LOCATION PLAN WINTER PARK COMMUNITY CENTER NEW ENGLAND AVENUE AND CAPEN AVENUE WINTER PARK, FLORIDA		
DRAWN:	MG	
CHKD:	SM	
SCALE:	NOTED	
DATE:	1-11-10	
PROJ. NO: 01-09-0343-101A		FIGURE: 3



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DEPTH IN FEET

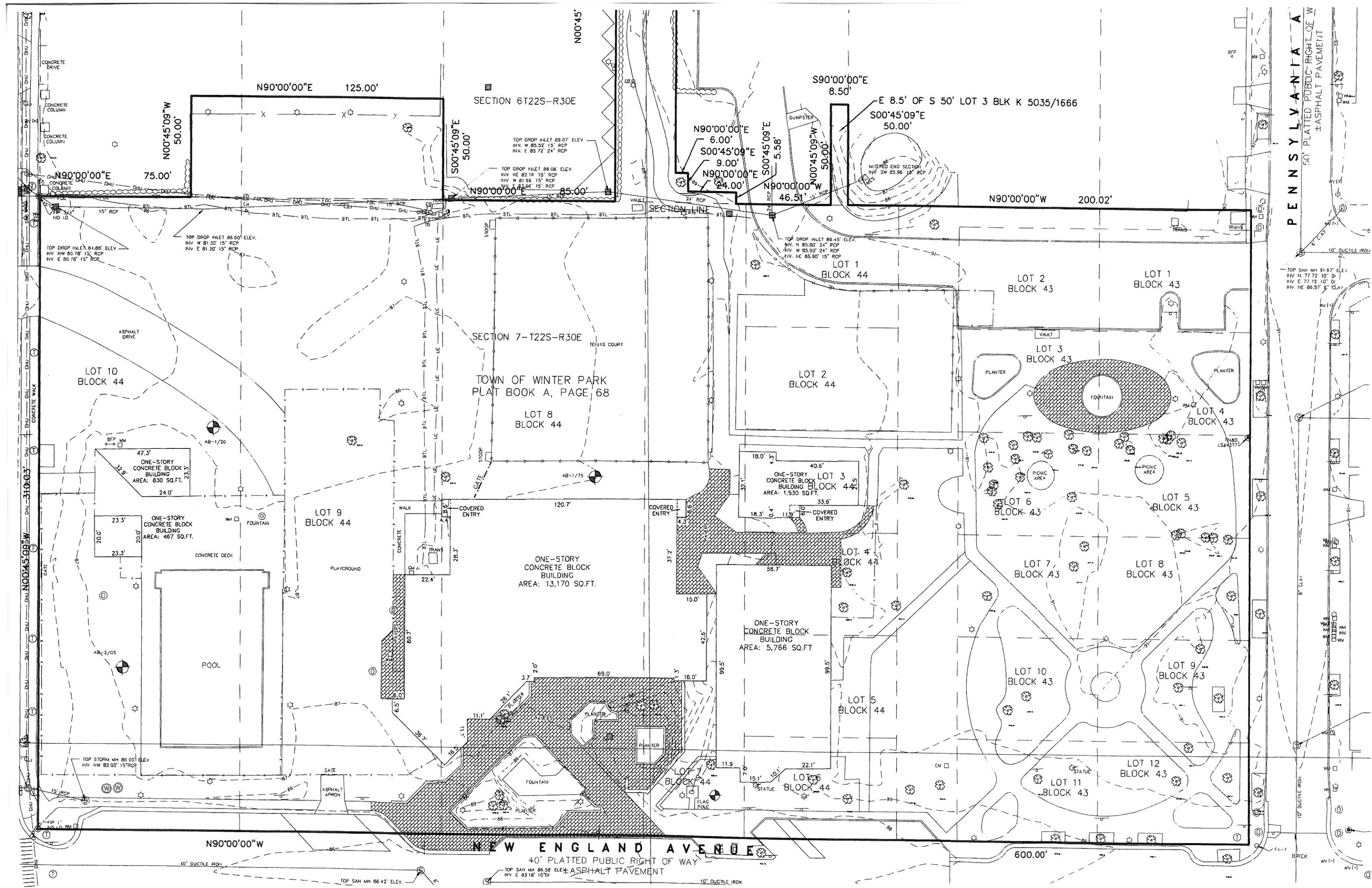


LEGEND

- ① LIGHT BROWN TO GRAY BROWN TO DARK BROWN FINE SAND (SP)
  - ② BROWN TO DARK BROWN TO GRAY BROWN SLIGHTLY SILTY FINE SAND (SP-SM)
  - ③ GRAY BROWN TO BROWN SILTY FINE SAND (SM)
  - ④ GREENISH-GRAY SILTY TO CLAYEY FINE SAND (SM-SC)
  - ⑤ DARK BROWN SANDY PEAT / MUCK WITH DEBRIS (PT)
  - ⑥ DARK BROWN SLIGHTLY ORGANIC SILTY FINE SAND (SM)
  - ⑦ DARK BROWN SLIGHTLY SILTY SAND, TRACE ORGANICS, WITH DEBRIS (SP-SM)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- 3.0 12-2-09 DEPTH TO GROUNDWATER LEVEL IN FEET WITH DATE OF READING
- GNE GROUNDWATER NOT ENCOUNTERED TO THE DEPTH OF BORING
- N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
- Kv COEFFICIENT OF VERTICAL PERMEABILITY (FT./DAY)
- W NATURAL MOISTURE CONTENT (%)
- 200 FINES PASSING No. 200 SIEVE (%)
- OC ORGANIC CONTENT (%)

SOIL BORING PROFILES  
WINTER PARK COMMUNITY CENTER  
NEW ENGLAND AVENUE AND CAPEN AVENUE  
WINTER PARK, FLORIDA

DRAWN: MG	
CHKD: SM	
SCALE: NOTED	
DATE: 1-11-10	
PROJ. NO: 01-09-0343-101A	FIGURE: 4





City of Winter Park  
Purchasing Division  
401 Park Avenue South  
Winter Park, FL 32789-4386

## **ADDENDUM #2**

IFB-9-2010

### **Demolition of Community Center and/or State Building**

Dated: January 29, 2010

This **ADDENDUM #2** forms a part of the Contract Document and modifies the original bid document.

Take the following into consideration when preparing your bid response:

#### **General Information**

The list of items to be taken out of the buildings by the City has been changed. Refer to this updated list when formulating your bid. Disregard the previous list sent out in Addendum #1.

Also attached is a full survey of the Community Center property.

#### **Questions & Answers**

1. The A/C's on both buildings; is the city saving them?
  - A. All items to be collected are named on the updated list mentioned previously and included in this Addendum #2. See attached.
2. Is the city going to reclaim the Freon in these units?
  - A. No. Reclaiming of Freon from A/C units will be the responsibility of the awarded contractor.

Bidders are required to acknowledge receipt of **Addendum #2** in the space provided on the Signature Sheet within the original bid document.

**Failure to acknowledge all addenda may be cause for rejection of the bid response.**



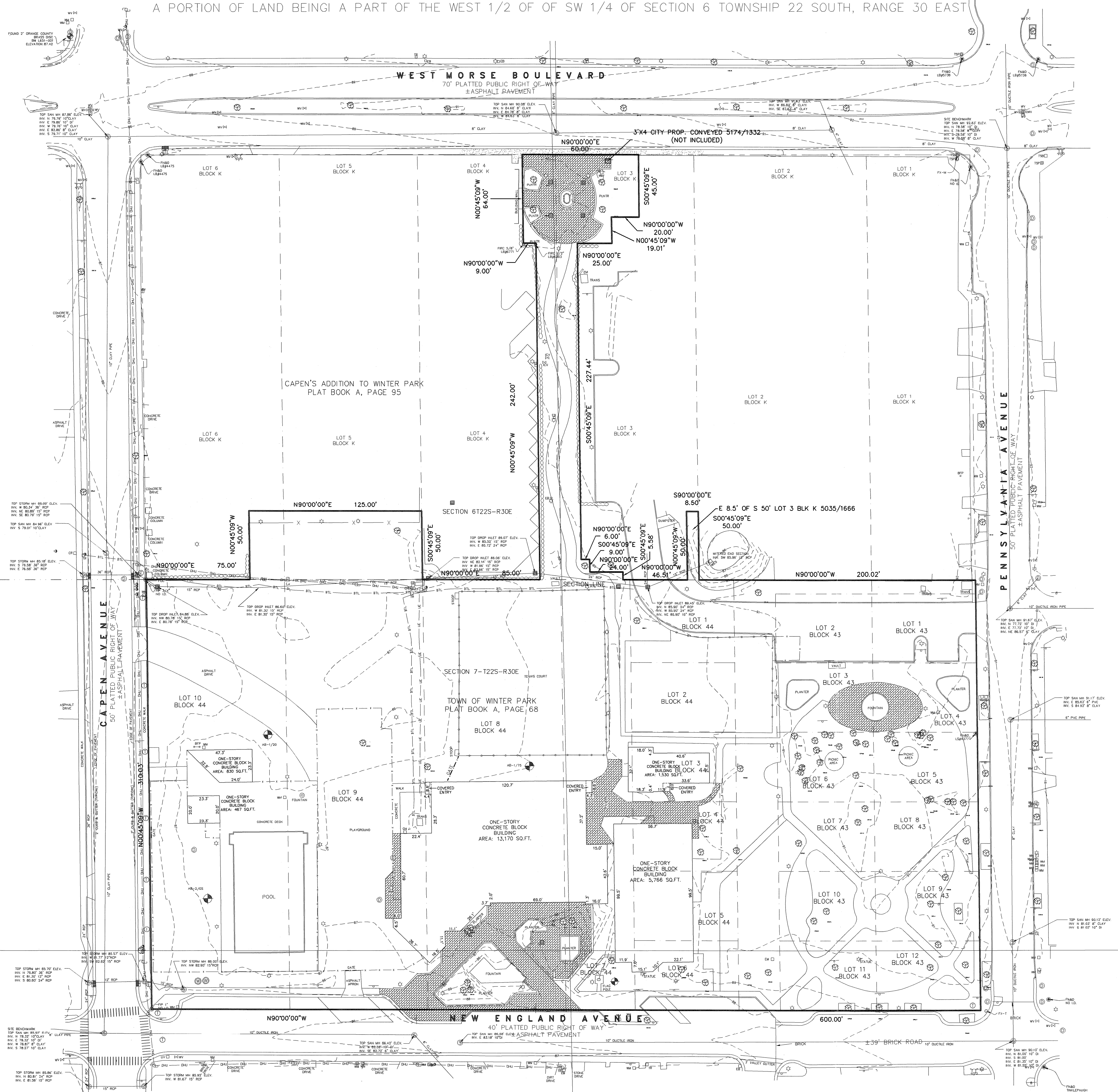
# Updated List of Items to Be Removed by the City from the Community Center and McCarty State Building

Community Center	McCarty State Bldg
All the keys from the locker	Security Panel and devices
The AED Unit	Restroom partitions
All the T-Stats and lock boxes	Fire Alarm devices
All the fire extinguishers	Trash Cans
The restroom partitions	Lighting sensors
Fire Alarm devices	Dehumidifiers
Range hood suppression systems (2)	Fire Extinguishers
Refrigerator	Plexiglass panels
Rain Catchers	Chains and locks
Electrical breakers & panels	Power poles
Metal Kitchen counter in Head Start	Large floor fan
Ice Machine in Annex	Adjustable mirror in the court office
Pizza Oven in Annex	Surface mount paper towel holders and trash can combo.
Refrigerator in Annex	Pumps and Motors
Restroom dispensers and mirrors	Air Compressor
Hand dryers	A/C VFD's
Store front door hardware	
Electrical panel and breakers in Affairs bldg	
Security panel and devices	
Stage Lighting & Curtain	
Concrete poles and lights on both the tennis and basketball courts.	
Kiln in Annex	
Fiber Glass Panels in Pump House	
All controllers in the pump house	
Drinking Fountains	
Toilet Automatic Flush Valves	
Automatic Sink Valves	

# TOPOGRAPHIC SURVEY OF WINTER PARK COMMUNITY CENTER

A PORTION OF LAND BEING IN W 1/2 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 30 EAST

A PORTION OF LAND BEING A PART OF THE WEST 1/2 OF OF SW 1/4 OF SECTION 6 TOWNSHIP 22 SOUTH, RANGE 30 EAST








### LEGAL DESCRIPTION

TOWN OF WINTER PARK A/67 & B/86 MISC BOOK 3/220 ALL OF BLK 43 & STREETS ON N&W & LOTS 1 THRU 10 BLK 44 & IN CAPENS ADD TO WINTER PARK A/95 A 227 FT 6 IN BLK 9 DESC AS BEG NW COR OF LOT 3 BLK K THRU E 40 FT S 3 FT W 4 FT S 3 FT E 4 FT S 58 FT W 25 FT S 227 FT E 6 FT S 9 FT E 24 FT S 6 FT W 45 FT N 306 FT TO POB AND E 24 FT OF N 64 FT E 16 FT (MISS N 64 FT) OF LOT 4 BLK K SEE 2416/1209 & 2980/1822 & 3325/0430 & 3441/0992 & 0993 & 4918/0447 & 5035/1666 & 5174/1332 & 5247/0898 & 7365/3496.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF MORSE BOULEVARD, HAVING AN ASSUMED BEARING OF N 90°00'00"E.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF LAND.
4. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER.
5. ALL RECORDING INFORMATION SHOWN HEREON REFERS TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
6. ELEVATIONS ARE BASED ON ORANGE COUNTY BRASS DISK STAMPED BM L-651-001, PUBLISHED ELEVATION 87.436 FT, NAVD 88 DATUM.

### LEGEND

- |   |                       |
|---|-----------------------|
|  | SOIL BORING           |
| TSB   | TRAFFIC SIGNAL BOX    |
| UV  | TRAFFIC SIGNAL POLE   |
| GM  | UTILITY VAULT         |
| WM  | GAS METER             |
| WM  | WATER METER           |
|  | STORM MANHOLE         |
| TRANS   | TRANSFORMER           |
| CR  | CABLE RISER           |
| TFP   | TELEPHONE RISER       |
| BFP   | BACKFLOW PREVENTOR    |
|  | TELEPHONE MANHOLE     |
| MES   | METERED END SECTION   |
| EM  | ELECTRIC METER        |
|  | SANITARY MANHOLE      |
|  | POWER POLE            |
| Q   | QUIV ANCHOR           |
| BTL   | BURIED TELEPHONE LINE |
| FND   | FOUND                 |

CERTIFIED TO:  
DAVE SCHMITT ENGINEERING, INC.

SHEET 1 OF 1

DAVID M. DEFILIPPO, PSM #5038 Jan 18, 2009 THE FIRM DATE

NO.	DATE	REVISIONS
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DATE \_\_\_\_\_

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# TOPOGRAPHIC SURVEY

WINTER PARK COMMUNITY CENTER

PORTION OF SECTION	7-22S	-30E
PORTION OF SECTION	6-22S	-30E

ORANGE COUNTY, FLORIDA

**ASMA**  
AMERICAN  
SURVEYING  
& MAPPING INC.  
CERTIFICATION OF AUTHORIZATION NUMBER L346-283  
10000 WINTER PARK, FLORIDA 32789  
(407) 426-7979  
WWW.AMERICANSURVEYINGMAPPING.COM

JOB NO.: 9112501  
FIELD DATE: 01/17/

SCALE: 1" = 40'

DRAWN BY: JB

APPROVED BY: D

DRAWING FILE #  
9112501 WPC JAN18  
.DWG



<b>IFB-9-2010 Demolition of Community Center and/or State Building</b>	<b>Community Center</b>	<b>State Bldg</b>	<b>Both</b>	<b>Unit Price - Excavate Earth with Debris at Community Center</b>	<b>Unit Price - Haul and dispose of unsuitable Earth from Community Center</b>	<b>Accepts Visa</b>
<b>CST Environmental, LP</b>	\$69,800.00	\$348,800.00	\$406,700.00	\$20/cy	\$12/cy	✓
<b>Kimmins Contracting Corp.</b>	\$120,000.00	\$308,000.00	\$425,000.00	\$10/cy	\$20/cy	
<b>The BG Group LLC</b>	\$53,880.00	\$183,220.00	\$237,100.00	\$3.15/cy	\$28/cy	
<b>D.H. Griffin Wrecking Co., Inc.</b>	\$94,255.24	\$264,412.74	\$358,667.98	\$6.50/cy	\$26/cy	
<b>JVS Contracting Inc.</b>	\$125,800.00	\$307,800.00	\$432,500.00	\$7.50/cy	\$32.50/cy	
<b>PAW Materials Inc.</b>	\$83,430.00	\$217,193.00	\$300,623.00	\$6/cy	\$19.50/cy	✓
<b>Johnson's Excavation &amp; Services Inc.</b>	\$153,000.00	\$380,650.00	\$484,000.00	\$4/cy	\$67/cy	



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 28, 2011
prepared by department division	Cindy Bonham City Clerk	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

Appointment of Canvassing Board for March 8, 2011 election

## motion | recommendation

Appoint three members to the March 8, 2011 Canvassing Board. Each member must be able to attend the meetings scheduled for March 8 and March 10 (see explanation below)

Also, motion to accept the canvassing criteria as set by the state and used by Orange County for canvassing absentee ballots.

Lastly, motion to allow the Orange County Supervisor of Elections to open and run all absentee ballots through the tabulator ahead of time that are not questionable and are valid (without ascertaining the results until 7:00 p.m.). That will save the Canvassing Board a lot of time as that portion will be completed upon our arrival. The Canvassing Board will only need to accept or reject any absentees that have issues with them (such as no signature, signatures do not match, etc.) If you approve this, the Canvassing Board will not need to meet until 6:00 that evening, instead of 5:00 p.m.

## background

Per our Charter, the Commission must appoint three (3) of its members to consist of the Canvassing Board. For any disqualified City Commissioner or Mayor, the City Clerk can act as the alternate Canvassing Board member.

This will require the Board to meet at the Supervisor of Elections Office on March 8 at 5:00 to conduct the Logic and Accuracy Test on the tabulating equipment and to canvass absentee/provisional ballots. The board will be required to meet again on March 10 at 2:00 at the Supervisor of Elections Office to certify the election results, canvass any outstanding provisional ballots and at 3:00 p.m., to select the contest and the precinct to be audited in accordance with Chapter 101.591, Florida Statutes and Rule 1SER08-04, F.A.C.

If necessary, the board will reconvene the same day at 5:00 p.m. to canvass any provisional ballots not otherwise previously processed, certify the election results if not already certified, and select the contest and precinct to be audited.

The City Clerk will Chair the meeting and guide the board as necessary.

**alternatives | other considerations**

N/A

**fiscal impact**

N/A

**long-term impact**

N/A

**strategic objective**

N/A

elections shall appoint the poll workers when a city election is held in conjunction with a state election conducted by the supervisor of elections. The supervisor of elections may also elect to appoint the poll workers for any other City election. If the supervisor of elections has not elected to appoint the poll workers for any city election that is not held in conjunction with a state election, then the city commission shall appoint the poll workers for such city election. At a city election not held in conjunction with a state election, a deputy sheriff need not be appointed for each polling place.

- (e) *Canvassing board.* For any city election, the city commission shall appoint three (3) of its members to be the canvassing board. No commissioner or mayor shall participate in the canvassing of the returns of an election for which said commissioner or mayor is a candidate or subject to recall. For any disqualified city commissioner or mayor, the city clerk shall act as the alternate canvassing board member.

(Ord. No. 2055, § 1, 8-9-94; Ord. No. 2222, § 1, 10-14-97; Ord. No. 2758-09, § 2(Exh. B), 3-10-09)

**Sec. 3.05. - City commissioner seats.**

City commissioner seats are hereby designated as Seats No. 1, 2, 3 and 4 for the purpose of identification. Each candidate for the office of city commission shall declare at the time of qualification the seat to which such candidate seeks election.

CITY Charter

<b>Absentees</b>	<b>Accept</b>	<b>Reject</b>	<b>Case by Case</b>	<b>CB Review?</b>
No Signature (101.68(2)( c)1		<b>X</b>		
Signature does not match (101.68(2)( c)1		<b>X</b>		
Signature printed and does not match the signature on file (101.68(2)( c)1		<b>X</b>		
Voter signed envelope that had a label for someone else and the other person had a request on file	<b>X</b>			
Certificate envelope has two signatures and both voters requested ballots and both received the same card numbers.	<b>X</b>			
Voter sends ballot in blank envelope that does not have the oath (101.64(2)		<b>X</b>		
Voted wrong ballot card (voter has moved) (101.045) (Amended 2010)	<b>X</b>			
Voter deceased or canceled since ballot returned 101.68(2)( c)1	<b>X</b>			
Late return of absentee ballot (Except UOCAVA voters) 101.67(2)		<b>X</b>		
Voted early or at the polls 101.69		<b>X</b>		
Voter writes date on certificate 101.67(2)	<b>SOE Time/date stamp governs</b>			
<b>First time voters who registered by mail - Special Absentees</b>	<b>Accept</b>	<b>Reject</b>	<b>Case by Case</b>	
Voter provides proper identification or indicates exemption 101.6923	<b>X</b>			
Voter does not provide proper identification or indicate an exemption by 7 pm 101.6923		<b>X</b>		
Once the above is determined, ballot is canvassed as all other absentees				
<b>Provisional Ballots 101.048</b>	<b>Accept</b>	<b>Reject</b>	<b>Case by Case</b>	
Voter is eligible, signature matches, correct precinct	<b>X</b>			
Voter is eligible but did not have proper ID - Signature matches that on file	<b>X</b>			
Voter given the provisional in error--should have voted a regular ballot	<b>X</b>			
Voter's application was not verified by State, voter furnished additional information prior to 5 p.m. of second day. Voter deemed eligible.	<b>X</b>			
Ballot cast in wrong precinct		<b>X</b>		
Voter name not found - not registered to vote		<b>X</b>		
Voter moved out of county		<b>X</b>		
Voter was canceled as a Felon or for other reasons		<b>X</b>		
Voter registered after the books closed		<b>X</b>		
Voter's application was not verified by State, voter did not furnish additional identification by 5 p.m. of the second day.		<b>X</b>		
Voter's application was incomplete so not eligible to vote		<b>X</b>		
Voter's signature does not match and voter refuses to sign "Signature Differs" Affidavit. If signature on Prov <b>matches</b> that on file in the SOE office	<b>X</b>			



Voter's signature <b>does not match</b> and voter refuses to sign "Signature Differs" Affidavit. If signature on Prov <b>does not</b> match that on file in the SOE office		X		
Voter had been sent an absentee ballot, did not surrender it, absentee ballot has not been received by SOE	X			
Voter's right to vote has been challenged			X	
Voter has disputed party affiliation in a primary - provisional ballot is the wrong party according to SOE research		X		
Voting hours extended - voter is eligible and in the correct precinct 101.049	X			
Voting hours extended - voter is eligible and NOT in the correct precinct		X		
<b>Absentees from Overseas Voters (10 days after the election)</b>	<b>Accept</b>	<b>Reject</b>	<b>Case by Case</b>	
No Postmark or date 101.6952 and 1S-2.013		X		
Dated or postmarked on or by election day 101.6952 and 1S-2.013	X			
Dated on or before election day but postmarked later or no postmark	X			
Dated and postmarked after election or dated after election with no postmark		X		
<b>State Write-In Ballot</b>	<b>Accept</b>	<b>Reject</b>	<b>Case by Case</b>	
Wait to see if we have requests - have never had one				
<b>Federal Write In Absentee Ballot</b>	<b>Just the Facts</b>			
Must be a registered voter in the county				
Must have signed the FWAB and the signature verified				
No date and no postmark - received after election day		X		
Dated or postmarked on election day or earlier	X			
No request received but dated on or before election day and oath is signed.	X			
Challenge of overseas voter based on not meeting definition of 97.021(22)			X	
Not registered by deadline - all overseas voters		X		



# city commission agenda item

item type	Action Item	meeting date	February 28, 2011
prepared by department division	Troy Attaway Public Works n/a	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 – Transportation Plan

The City of Winter Park Traffic and Transportation Plan provides a framework along with specific recommendations for improvement in mobility in our City. Based on feedback received from the Transportation and Traffic Forum held on October 7, 2010 and a peer review, the plan has been updated. The plan still includes traffic improvements, pedestrian and bicycle improvements and a method for implementing traffic calming to improve the quality of life for our residents, this document is meant to be fluid, updated periodically to reflect accomplishments and changes in the field of knowledge as well as ever changing outside conditions.

## **motion | recommendation**

Accept / Approve the Plan.

## **Background**

Since traffic has been a major topic of discussion/concern within the City for many years, this Plan was developed, at the request of the Commission through its strategic plan process, to document and define a plan for future implementation. The Plan works in conjunction with the City's Comprehensive Plan.

## **alternatives | other considerations**

N/A

## **fiscal impact**

Will be determined by what recommendations are implemented as budget allows.

## **strategic objective**

The Traffic Transportation Plan supports the strategic objective to "provide superior quality of life," initiatives - develop a traffic & transportation improvement plan.

# Traffic and Transportation Plan

City of Winter Park, Florida



7/12/2010  
Public Works  
Department

# **City of Winter Park Strategy Map 2010**

The City of Winter Park has developed and mapped strategies to achieve the City's stated Vision and to abide by the City's stated Values. The "City of Winter Park Strategy Map 2009" is included on the next page.

Many of the promises and commitments to our residents proclaimed in these strategies involve improving our existing traffic and transportation system for pedestrians, cyclists, public transit users, and the drivers of personal and commercial vehicles.

The following Traffic and Transportation Plan is designed to facilitate accomplishing these strategies.





# City of Winter Park Strategy Map 2009

Commission revised 02/06/2009

## DRIVERS

### Vision

*We aspire to continue to be the best place to live, work and play in Central Florida by preserving a superior quality of life for today's residents and for future generations.*

- Residents and businesses will thrive and visitors will enjoy our history and community spirit.
- We will maintain a safe and healthy environment while preserving our city's friendly, hometown atmosphere and celebrating the diversity of its people.
- We will provide extensive recreational and cultural opportunities.
- We will provide municipal services of the highest quality in a fiscally prudent and customer friendly manner.
- We will achieve our vision through a commitment to a healthy economy, a vibrant downtown, and preservation of our environment, charm, culture and vital neighborhoods.

### Values

- Spirit of volunteerism and ownership throughout our community
- Respect for heritage and culture
- Preserving character and charm
- Commitment to our environmental assets
- Economic viability and sustainability for future generations
- Diversity, both economically and culturally across generations
- Recognition of value in cultivating regional relationships while preserving our identity
- Integrity, honesty and respect in all interactions
- Decision-making based on facts and citizen participation
- Governance that is accessible, accountable and efficient
- Quality neighborhoods

## DIFFERENTIATORS

### Unique Sense of Place

- Charming village character & scale
- Attractive place to visit
- Heritage & culture
- Central Park
- High quality of life
- Pedestrian friendly
- Vibrant Central Business District (CBD)

### Diverse Character & Quality of Neighborhoods

- Lakefront estate lots
- Historic neighborhoods
- Variety of housing options
- Strong sense of community
- Neighborhood Council
- Community involvement

### High Quality of Services

- Fiscally responsible
- Exceptional
  - Customer service
  - Public safety
  - Responsiveness
  - Infrastructure & services
- Professional & responsive staff

### Environmental Assets

- Extensive Tree Canopy
- Recreational opportunities for all ages
- 10 acres of parks per 1000 residents
- Healthy city lakes

### Life-long Learning

- Excellent public & private education for K-12 & adults
- Rollins College and Valencia Community College as an integrated community partner
- World class library, museums & cultural experiences

### Full-Service City

- Own Electric Utility
- Own police & fire
- Hospitals & schools
- Diverse shopping options

## STRATEGIC OBJECTIVES

### Provide superior quality of life

- Maintain a superior response time for fire & police
- Develop a traffic & transportation improvement plan
- Identify & preserve existing historic assets
- Establish a prioritized list of parks projects and costs
- Review the Cultural Plan to support the city as a destination
- Maintain & improve the quality of city lakes

### Maintain the city's appeal through controlled, compatible & sustainable redevelopment

- Evaluate the costs and benefits of taking the city's "green plan" from the silver level to the gold level
- Develop a water conservation plan
- Partner in alternative water source planning
- Implement a phased approach to the annexation plan

### Achieve financial security through good government practices

- Consider Charter Review
- Evaluate return on investment for electric & water utilities
- Develop strategic plan for the city's electric utility
- Revise budget format to make it easier to follow

### Deliver the highest quality facilities & infrastructure

- Complete long-term facilities & capital plan
- Monitor status of commuter rail
- Build new Winter Park community center
- Underground the electric system

## INITIATIVES



# **Table of Contents**

## **City of Winter Park Strategy Map 2009**

### **Table of Contents**

#### **Introduction**

#### ***Section I*      Proposed Traffic and Transportation Plan**

- Map of project locations
- Itemized project descriptions to reference the map

#### ***Section II*      Pedestrian and Bicycle Circulation Plan (PBCP)**

#### ***Section III*      Traffic Calming**

- Traffic Calming Devices
- Selection of Appropriate Traffic Calming Devices
- Traffic Calming Device Comparison Table 4.1
- Stop Signs as Traffic Calming Devices

#### ***Section IV*      Wayfinding Directional Signing Plan**

#### **Appendix**

- A Functional Classification Table from the City Comprehensive Plan
- B Supporting Documents
- C Traffic Calming Improvements Application

## Introduction to Traffic and Transportation Plan

The City of Winter Park's Traffic and Transportation Plan (TTP) was developed by the City's Public Works Department to support and comply with the Transportation Element of the City's Comprehensive Plan. It contains a collection of projects, plans, programs, and policies that will promote and enhance a balanced multi-modal transportation system.

The next paragraphs are excerpts from the City Comprehensive Plan Transportation Element.

The City of Winter Park's high economic value and quality of life have been enhanced by its well-balanced transportation system. From its original design in the 1850s, Winter Park has set a planning framework that integrates a sustainable village pattern with a balanced transportation system.

The original Winter Park town plan incorporated traditional design features, such as an interconnected street network, a mixture of different land uses, and an urban design that reinforces the street as the dominant public realm. The resulting street layout and building orientation support the development of a balanced transportation system.

To maintain its high quality of life, Winter Park must continue its focus on a balanced transportation system that enhances the City's character and meets resident travel needs. The transportation system must further the mission, which is:

***Winter Park is and will continue to be a walkable, pedestrian-friendly, sustainable, treed, relaxed, beautiful, safe, urban village that promotes neighborliness and courtesy among its citizens and visitors.***

The Transportation Element of the Winter Park Comprehensive Plan outlines the policy direction of the City of Winter Park regarding the mobility and accessibility needs of its citizens. State law requires the regular updating of the City's Comprehensive Plan, and the minimum requirements for the Transportation Element are contained in Chapter 9J-5.019 of the Florida Administrative Code.

The Comprehensive Plan is a policy document that evaluates the City as a whole, looks at long-term issues and opportunities, and sets out a strategy to manage those issues and take best advantage of those opportunities. The transportation element accomplishes these tasks as they relate to the City's transportation needs and infrastructure.

As a policy guidance document, this Transportation Element will influence the transportation-related actions of the City for years to come. The City maintains its well-balanced transportation system through three actions: investment, regulation, and coordination. Through its investments in infrastructure, the City will build and maintain an adequate network. Through its zoning and land development regulations, the City may

partner with private development. Through its coordination and cooperative work with local, regional, state, and federal agencies, the City will create a transportation network that further enhances the quality of life of its citizens, and contributes to the regional mobility strategy. This element ties together these disparate actions so that they support a common mission.

Comprehensive planning looks at the big picture, rather than the incremental actions of daily municipal decisions. When the City sets overall policy and direction, individual and incremental decisions can all support a unified vision, in the process creating synergy and saving resources. This Transportation Element coordinates all travel modes within the City, creating seamless transition between private automobiles, passenger rail service, transit buses, bicycles, and walking. (End of Comprehensive Plan excerpt)

To promote the concept of a balanced transportation network, an over arching concept is to allow and encourage traffic to use roads in their intended hierarchy when traveling through the City. This hierarchy is established using transportation planning and is described in the City's Comprehensive Plan. It includes the classification of roads depending on their function in the network and are termed arterials, collectors and local roads. Using the road network hierarchy, a trip generally starts at a residence on a local road. As the trip progresses, it may travel on one or several local roads and will generally end up on a collector road. As the trip continues, it may travel along one or more collector roads and may even include travel on an arterial road. Depending on the destination, the trip may end along the arterial or collector road where most commercial businesses are located. If the destination is to a residence, then the trip will generally begin traveling down the hierarchy to end on a local road. This is how the network should ideally function. Problems occur when trips abandon the collector or arterial and travel on local roads only to get back on another collector or arterial to proceed with the trip. This is a violation of the hierarchy of the road network and can be termed "cut-thru" traffic which can adversely impact our quality of life.

An important element to promote proper use of the road network is the quality of mobility on the collector and arterial network. If the mobility is good, then there should not be a desire to violate the hierarchy by jumping from one collector or arterial using a local road to avoid congestion.

The first part of this balanced plan includes proposed projects which improve mobility or traffic movement primarily along collectors and arterials. A map of the City depicting the location of these improvement projects and a list describing each project follows and has been generated using many sources, including previous traffic plans, local knowledge, input from residents/motorists/other users.

The second part of this plan includes a discussion of bike/pedestrian facilities and lists of improvements to promote the multimodal vision of transportation plan.

The third part of this plan includes ways to address quality of life concerns on local roads through the use of traffic calming. A policy is presented through a question and answer format that defines what traffic calming is, when it is appropriate, and necessary level of support to get it implemented.

The fourth part of the plan includes a brief overview of the City Wayfinding Plan and its benefits to the City.

Therefore, this TTP plan provides the list of projects, plans, programs, and policies to implement and construct for improved multi-modal transportation within the City.

This plan is meant to be fluid, updated periodically to reflect accomplishments and address future conditions in the ever changing regional traffic landscape.

The traffic element of the Comprehensive Plan already discusses regional traffic issues, transit and rail, along with documenting the existing traffic network conditions. Therefore, this report is not meant to address these issues but rather focuses on specific transportation improvements under the City's direct control.







## *Section I*

This section of the plan focuses on potential improvements to the primary roadway network within the City in order to promote superior mobility on collector and arterial roads. This is an important part of providing a balanced transportation network within the City.

These projects were generated from previous reports and studies, resident input and local staff knowledge. This list is not a starting point but rather a snapshot in the continual process of improvement which has been underway for many years. Recent accomplishments in the process of improving mobility are:

- Rebuild intersection signals at Orange Ave., Denning Dr., and Minnesota Ave. Relocate signal setback for drivers in all directions to design standards. Split phase Minnesota Ave. 2008.
- Rebuild intersection signals at Interlachen Ave. and New England Ave. Rewired signals in 2010 delaying need for rebuild.
- Convert detection at all signalized intersections on 1792 Orlando Ave. from inductive loops to video detection during the resurfacing, restoration, and rehabilitation, (RRR) project 2009.
- Add left turn phase on Howell Branch Road westbound at Via Tuscany 2007.
- Add left turn phase on Howell Branch Road eastbound at Temple Trail 2007.
- Rebuild intersection signals at Fairbanks Ave. and Denning Dr. Split phase Denning Dr. 2009.
- Remove the flashing light school zone on Winter Park Rd. Lights off for 09-10 school year without negative impact.
- Reconstruct Holt Ave., from Park Ave. to Pennsylvania Ave., to brick. Add 2 raised crosswalks at Rollins College 2009.
- Retime and coordinate traffic signals at all signalized intersections along Orlando Ave. from Lee Road to Orange Ave. in 2008.
- Retime and coordinate traffic signals at all signalized intersections along Fairbanks Ave., Osceola Ave., Brewer Ave., and Aloma Ave. from I-4 to St Andrews Blvd. in 2009.
- Rebuild the I-4 eastbound exit ramp traffic signals at Fairbanks Ave. 2008.

Funding for these completed projects comes from various sources including City's General Fund, FDOT, CRA Fund and Grants. Likewise funding for the proposed projects is anticipated from various sources including future General Fund allocations, state and federal funding through MetroPlan and/or earmarks, local grants, and CRA. For example the proposed traffic signal improvements presented herein are anticipated to be funded through the City's Capital Plan as documented in the 5 Year Funding Plan.



# Winter Park Traffic and Transportation Plan

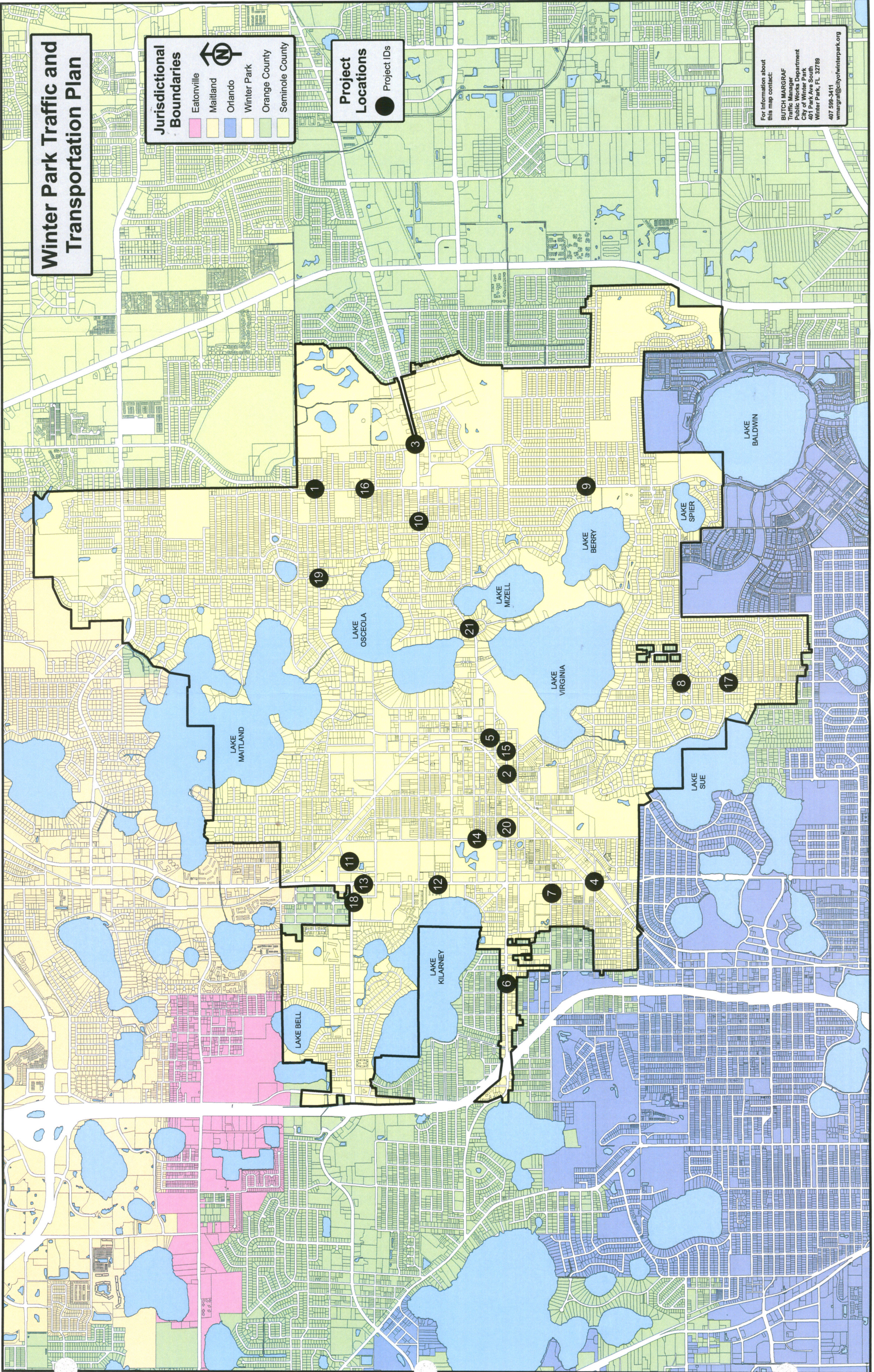
**Jurisdictional Boundaries**

- Eatonville
- Maitland
- Orlando
- Winter Park
- Orange County
- Seminole County

**Project Locations**

Project IDs

For information about this map contact:  
**BUTCH MARGRAF**  
Traffic Manager  
Public Works Department  
City of Winter Park  
401 Park Ave South  
Winter Park, FL 32789  
407.599.3411  
wmargra@cityofwinterpark.org





## **Proposed Traffic and Transportation Plan Improvements**

1. Rebuild intersection signals at Lakemont Ave and Palmer Ave. Add a left turn arrow southbound. Add 3 additional signalized pedestrian crossings. This intersection improves the connection of neighborhoods on the east side of Lakemont Ave to Lakemont Elementary School, the YMCA, and Phelps Park. Estimated cost \$100,000.
2. Construct conduits, pull boxes, and communication lines on Fairbanks Ave from New York Ave, to Pennsylvania Ave, to Denning Drive, and to Orlando Ave. The interconnection of signals will permit communication between signals for better traffic signal coordination and traffic flow. Estimated cost \$40,000
3. Construct conduits, pull boxes, and communication lines on Aloma Ave from Lakemont Ave to St Andrews Blvd, and to Balfour Drive. The interconnection of signals will permit communication between signals for better traffic signal coordination and traffic flow. Estimated cost \$40,000
4. Reconfigure the northeastbound and southwestbound traffic lanes at the intersection of Orlando Ave and Orange Ave to include one thru lane and dual left turn lanes. Modify the signal head and pavement marking geometry. Left turn demand is high. The capacity for northeastbound and southwestbound Orange Avenue left turns will be increase to better meet the demands. Estimated cost \$50,000
5. Implement the City Wayfinding Plan throughout the City. This project will direct drivers to destinations within Winter Park. Clear and informative wayfinding signs can reduce the traffic congestion caused by drivers searching for destinations while driving. Estimated cost \$50,000.
6. Reconstruct Fairbanks Ave from Orlando Ave to Interstate 4. The Utility Department's "Fairbanks Avenue Roadway Improvements Project" includes sanitary sewer construction work and streetscaping work to promote Fairbanks Ave redevelopment. Included in this project are new mast arm style traffic signals at Clay Street and Formosa Ave with improved pedestrian crossings, landscaped medians, and left turn lanes.
7. Construct Bike Lanes on Minnesota Ave from Orlando Ave west to Formosa Ave. Construct a Bike Route on Minnesota Ave from Formosa Ave west to Overspin Drive. Construct Bike Routes between Minnesota Ave and Fairbanks Ave on Nicolet Ave, Jackson Ave, Harold Ave Cherry Street, Clay Street, Formosa Ave, and Overspin Ave. This project is required by the FDOT as part of the Utility Department's "Fairbanks Avenue Roadway Improvements Project."
8. Rebuild intersection signals at Winter Park Road and Glenridge Way. This project includes replacement of the old signal equipment, excluding concrete signal poles, and adding 4 new signalized pedestrian crossings. Estimated cost \$75,000.

9. Rebuild the intersection signals at Lakemont Ave and Whitehall Drive. This project includes replacement old signal equipment, including replacing signal poles with mast arm poles, and adding 4 new signalized pedestrian crossings. Estimated cost \$100,000.
10. Modify the signal head geometry and the timing of the traffic signals at the Aloma Ave and Phelps Ave intersection to split the northbound and southbound traffic movements. Estimated cost \$50,000
11. Construct the Lee Road Extension to Denning Drive per the Orlando Avenue Master Plan. The majority of the cost for this project is for land and right of way acquisition. This change will improve the Orlando Ave traffic flow and decrease the current congestion on Orlando Ave in the Webster Ave to Lee Road segment. The vast majority of the cost is for right of way acquisition. Additional study may be necessary to address concerns raised over potential increase of traffic through neighborhoods if constructed. Estimated cost \$10,000,000
12. Reconstruct the Orlando Avenue corridor per the Orlando Avenue Master Plan. This plan includes widening the sidewalks by relocating the existing curb line, narrowing the thru travel lanes, adding street trees and landscaping in sidewalk planters, and modifying the bi-directional turn lane to include left turn lanes and raised medians for improved pedestrian mobility. Estimated cost \$3,000,000
13. Remove the southbound left turn traffic movement at the intersection of Orlando Ave and Webster Ave. Modify the signal head geometry and the timing of the traffic signals. Relocate the current southbound left turn concrete median separator on Orlando Ave to the median side edge of the southbound thru lane. This change will increase left turn storage capacity for northbound left turns onto Lee Road, and it will reduce the frequency for both northbound and southbound of left turning vehicles blocking thru traffic lanes. Estimated cost \$50,000
14. Reconstruct the Denning Drive traffic lanes from the north Denning Drive railroad crossing south to Orange Avenue. This plan includes 2 bike lanes, 2 thru travel lanes, left turn lanes at the intersections, and planted medians. This section of Denning Drive currently has excess vehicle capacity and it can maintain acceptable levels of service even if the proposed improvement is implemented. Estimated cost \$1,000,000
15. Reconstruct the intersection on Fairbanks Ave at New York Ave. This project includes mast arm style traffic signals, relocation of the traffic signal controller cabinet, and increasing the curb radius of the northwest corner. The larger curb radius will facilitate the right turns of trucks and buses. Estimated cost is \$150,000.

16. Reconfigure Lakemont Ave from Edwin Blvd to Pine Ave from 4 travel lanes to 2 travel lanes, a center turn lane with medians, and bike lanes. This section of Lakemont Ave currently has excess vehicle capacity and it can maintain acceptable levels of service even if the proposed improvement is implemented. Estimated cost \$750,000.
17. Remove the flashing light school zone equipment on Winter Park Road. Sidewalks are now available for school children to walk Winter Park Road to a safe crossing. In addition, the Audubon Elementary is now closed reducing the need for the school zone. Estimated cost \$1000
18. Construct "Alternate Route to Orlando Ave" signs for eastbound Lee Road to alert drivers of E. Webster Avenue, thus relieving the Lee Road / Orlando Avenue intersection. Estimated cost \$500.
19. Construct a traffic signal in residential scale at the intersection of Palmer Ave at Temple Drive. This project includes 2 signalized pedestrian crossings. Estimated cost \$100,000.

### **Traffic and Transportation Project Concept Plans**

20. Acquire Fairbanks Ave right of way (ROW) from Pennsylvania Ave west to Orlando Ave. Add left turn lanes at eastbound Pennsylvania Ave, eastbound and westbound Denning Drive, and increase the vehicle storage capacity for the westbound lanes at Orlando Ave. This project has undetermined cost of acquiring necessary right of way.
21. Construct a traffic signal at Trismen Terrace/Henkel Circle and Osceola Ave intersection. This signal would provide a safe pedestrian crossing, and it would provide signalized vehicle access to Osceola Ave for Henkel Circle, Genius Drive, and Audubon Lane residents on the south side of Osceola Ave, and signalized access for Trismen Terrace, Detmar Drive, Seymour Ave, Lakewood Drive, Alberta Drive, and Cortland Ave residents on the north side of Osceola Ave. These residents have no alternative ingress and egress to their neighborhoods. This project does not meet standard warrants and, as such, the Florida Department of Transportation (FDOT) will not consider this installation at this time.









2010



## Pedestrian and Bicycle Circulation Plan Update



July 12, 2010



## **Introduction**

**What is the Pedestrian and Bicycle Circulation Plan?**

**Purpose of the 1995 Bicycle Circulation Plan and the update**

**Winter Park Bicycle Circulation Plan Map**

**Pedestrian and Bicycle Facility Descriptions**

**Winter Park Sidewalk Inventory and Crossing Improvements Plan Map**

**Proposed Pedestrian and Bicycle Facilities Improvements (descriptions)**

## **Pedestrian Element**

Pedestrian Policies

Sidewalks Inventory and Statistics

## **Bicycle Element**

Bicycle Policies

## **Funding**

Develop a Realistic Funding Plan

Potential Funding Sources

## **Implementation...Recommendations**

Multimodal Corridors – Complete Streets

## **Appendix**

**A** Standards for Pedestrian Facilities

**B** Standards for Bicycle Facilities

**C** Winter Park Pedestrian Bicycle Circulation Plan 1995

**D** Bicycle Parking Ordinance

## Introduction

The City of Winter Park Pedestrian and Bicycle Circulation Plan (PBCP) provides an overview of specific pedestrian and bicycle improvements throughout the City.

### What is the Pedestrian and Bicycle Circulation Plan?

The Pedestrian and Bicycle Circulation Plan is the City's blueprint for pedestrian and bicycle travel. First adopted in 1995 and originally identified as the Bicycle Circulation Plan (BCP) (appendix C) it recognized the need to reconcile two seemingly conflicting goals: to provide mobility and access throughout the city in a way that is safe to all modes of transportation and convenient; and, to preserve the charm and tranquility of Winter Park by minimizing automobile congestion, air pollution, and noise.

The PBCP works under the policy umbrella of the Winter Park Comprehensive Plan. The next paragraphs are excerpts from the Comprehensive Plan Transportation Element.

**2-1: TRANSPORTATION GOALS, OBJECTIVES, AND IMPLEMENTING POLICIES.** This section stipulates goals, objectives, and implementing policies for the Transportation Element pursuant to 9J-5, FAC. The purpose of this element is to provide guidance for appropriate plans and policies needed to insure a **walkable, pedestrian and bicycle-friendly**, treed, relaxed, beautiful, safe, urban village that promotes neighborliness and courtesy among citizens and visitors.

**Goal 2-1: BALANCED TRANSPORTATION SYSTEM.** It shall be the goal of the City of Winter Park to ensure the provision of a balanced transportation system that promotes its mission.

**OBJECTIVE 2-1.1: SAFE AND BALANCED MULTIMODAL SYSTEM.** The design and character of the streets within Winter Park shall create a safe, balanced multimodal transportation system that promotes and supports the broad transportation needs of current and future Winter Park residents. The attached Figures 43 and 44 serve as **the City's official near term (five year) and long term (20 year) future transportation plan.**

**Policy 2-1.1: Transportation System Principles.** The continuous improvement of the City's transportation system is dependent on coordinating all improvements to the transportation network and to develop improvements that support that network. The Transportation Element Goal recognizes transit, **bicycle and pedestrian** activities as alternative modes of transportation for each street in the community.

**Policy 2-1.2: Final Design for Streets.** The City shall seek citizen and business participation in those decision-making processes related to the transportation planning process, roadway modifications, transit service, the provision of **bicycle and pedestrian** amenities, and other design characteristics.

**Policy 2-1.4: Implementing Regulations.** The City shall utilize land use, zoning, the Land Development Code, concurrency management, transportation impact analyses, proportionate fair share and other applicable regulations to coordinate the design of network facilities, transit

corridors, **bicycle and pedestrian** facilities, appropriate setbacks, rights-of-way, and centerlines of the roadway network.

**Policy 2-1.5: Pedestrian and Bicycle Advisory Board.** The City Council shall continue the function of the Pedestrian and Bicycle Advisory Board to review and improve the **pedestrian and bicycle** circulation system, and pursue and direct funding for improvements. Appointments to the Board shall be comprised of Winter Park residents made by City Council. Board Advisors shall include representatives from Planning and Community Development, Public Works, Public Safety, and Parks and Recreation.

**Policy 2-1.6: Route-to-School Plan.** The City shall by 2010, create a plan for school access for students living within the City that walk to school and those students that walk to schools within the City. At a minimum, the plan will recommend enhancements to the sidewalk, pedestrian crossings, and bicycle network.

**Policy 2-1.7: Sidewalk Inventory.** The City will continue to inventory the location and conditions of the sidewalk network, as well as crosswalk locations, on all roadways.

**Policy 2-1.8: Sidewalk Program Principles.** The City currently has a Sidewalk Program. The Sidewalk Program is based upon the following principles:

- Every Arterial and Collector level facilities will have a continuous sidewalk on both sides of the street.
- Every Local Street will have a continuous sidewalk on one side of the street.

**Policy 2-1.9: Sidewalk Program Priorities.** The priority installation of new sidewalks and the reconstruction of existing sidewalks on Arterial, Collector and Local Streets shall be generally ranked by the following categories:

1. Proximity to School (1-mile, or less)
2. Proximity to Transit Stop (1/4-mile, or less)
3. Proximity to Public Park (1/2-mile, or less)
4. Neighborhood or resident request

The order of construction within categories shall be determined by: vehicular traffic speed, vehicular lane width, vehicular volumes, pedestrian usage, proximity to a pedestrian attractor, and construction feasibility.

**Policy 2-1.10: Provide a Bicycle Circulation System.** The City, in partnership with Orange and Seminole Counties, MetroPlan Orlando, and other local and state agencies, will continue to plan, fund and construct a network of bicycle facilities as depicted in the Winter Park Bicycle Circulation Plan, to increase the non-motorized transportation system. (End of Comprehensive Plan Transportation Element excerpt)



## Purpose of the 1995 BCP and the PBCP update

The PBCP update builds on the 1995 BCP and embraces its stated purposes:

### **I. To Maintain Winter Park as the Premier Urban Village in the State of Florida**

Winter Park has evolved as one of the most livable and memorable communities in Florida. Public spaces like streets, squares, and parks were designed to be the urban setting for everyone to conduct their daily lives. Thousands of oaks were planted by prior generations for the enjoyment of current generations. Neighborhoods were designed to accommodate diverse people and activities. This pedestrian and bicycle system will help maintain and enhance a more livable environment for ourselves and our children.

### **II. To Minimize Threats to Winter Park's Urban Fabric**

Over the last thirty years, Winter Park's very livable urban fabric has been slowly chipped away. Society has locked itself into the automobile as the only means of transportation regardless of who we are, what our age, and where we are going. We must begin to provide the infrastructure to encourage other forms of transportation to protect Winter Park's livable urban fabric.

### **III. Develop Viable Transportation Alternatives**

Bicycle travel is becoming an important element of local transportation systems for communities throughout the country. In Boulder Colorado, a large percentage of all travel in the City is done by walking, bicycling, or riding transit. In Davis California, a large percentage of the population commutes to work by bicycle. Winter Park's Pedestrian and Bicycle Circulation Plan will facilitate walking and bicycling as a viable transportation alternative for residents.

### **IV. To become an Important Element of Winter Park's Community Planning Effort**

The basis of the 1995 BCP was the "Winter Park in Perspective" planning process to rediscover the planning and architectural traditions that had shaped the City. For example, the "Treasured Places" workshop citizens identified hundreds of locations throughout the City which they wanted preserved, or enhanced. The BCP utilized these ideas of Winter Park residents to develop the plan for a more successful system. The Winter Park 1995 BCP was developed with the participation of the following groups:

#### **WINTER PARK RESIDENTS**

-The residents of the City participated in a series of workshops in the spring of 1995;

#### **SURROUNDING COMMUNITIES**

-Representatives from the City of Orlando, the City of Maitland, and Orange County were on hand at the workshops in 1995 to assist in making connections between Winter Park and their communities; and

#### **ROLLINS COLLEGE**

-Students in the Environmental Studies department at Rollins College in 1995 developed and applied a method for determining the bicycle friendliness of roadways in Winter Park.

-In the year 2000 a Pedestrian and Bicycle Advisory Board of resident walkers, cyclists, and city staff was established to facilitate pedestrian and bicycle improvements throughout the city.

-In September of 2007 residents of the City and the Neighborhood Council participated in the effort to update the existing 1995 plan.

The ideas for this update of the PBCP are the compilation of the 1995 BCP plan (Appendix C), the existing pedestrian and bicycle facilities, the proposed pedestrian and bicycle improvements, and input from residents for updating the plan.

## Pedestrian and Bicycle Facility Descriptions



**Bike Paths (Trails)**, like the Cady Way Trail, are used for non-motorized travel and are physically separate from streets. All paths in Winter Park are multi-use facilities available to everyone – bicyclists, skaters, skate boarders, runners and walkers. They provide a pleasant place for recreation because they are separated from streets and conflicts with automobiles.



**Bike Lanes** are portions of streets reserved for the exclusive use of bicycles. They are designated by signs and pavement markings showing a bicycle and a diamond-shaped restricted lane symbol. Bike Lanes are typically found on arterial streets.



**Bike Routes** are streets which are well-suited for cycling. They are identified with a green bike route sign. Bike routes are generally residential streets. The majority of Winter Park's streets do not have a specific bike route designation. However, all City streets are open to cycling.



Many **bike routes** in the City do not have bicycle pavement markings, but selected streets will have the “**sharrow**” marking on the pavement to identify to vehicles and cyclists the shared use of the street.



**Bike Parking** should be provided at bicycle destinations, such as schools, parks, stores, high employment concentrations, and major transit stops. The City passed a Bicycle Parking Ordinance in 2006 to accomplish this.



**Trailheads** are intended to be reference points of entry and gateways to the Winter Park bicycle network. Trailhead amenities may include information kiosks, drinking fountains, benches, tables, automobile parking, and related facilities.



**Multiuse Sidewalks** are sidewalks that are a minimum 8 feet wide and usually are found through or adjacent to neighborhoods. They serve not only pedestrians but the inexperienced cyclists, usually young children.



Typical **Sidewalks** that are 4 to 5 feet wide are found throughout the residential neighborhoods. They serve not only pedestrians but the inexperienced cyclists, usually young children.



**Curb-cut Ramps** are found at all intersections of streets with sidewalks.



**Sidepaths** are paths or sidewalks that have been designated for use by cyclists and are within the right of way of a public road, but are not immediately adjacent to vehicular traffic (i.e., the traveled way).



# Winter Park Bicycle Circulation Plan

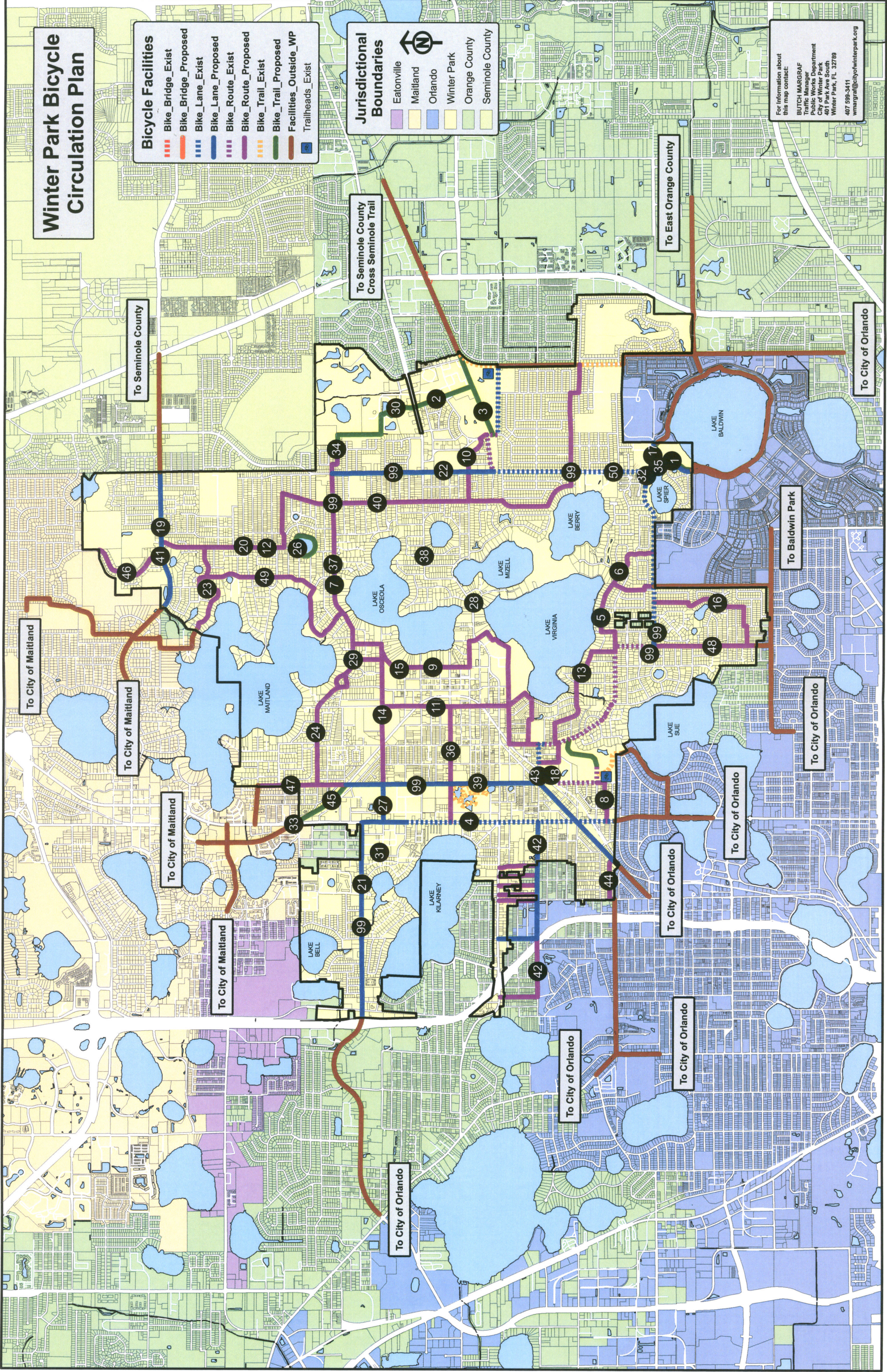
### Bicycle Facilities

- Bike\_Bridge\_Exist
- Bike\_Bridge\_Proposed
- Bike\_Lane\_Exist
- Bike\_Lane\_Proposed
- Bike\_Route\_Exist
- Bike\_Route\_Proposed
- Bike\_Trail\_Exist
- Bike\_Trail\_Proposed
- Facilities\_Outside\_WP
- Trailheads\_Exist

### Jurisdictional Boundaries

- Eatonville
- Maitland
- Orlando
- Winter Park
- Orange County
- Seminole County

For information about this map contact:  
BUTCH MARGRAF  
Traffic Manager  
Public Works Department  
City of Winter Park  
401 Park Ave South  
Winter Park, FL 32789  
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wmargraf@cityofwinterpark.org





# Winter Park Sidewalks Inventory and Pedestrian Crossing Plan

**Winter Park Sidewalks**

Sidewalks Both Sides

Sidewalk North Side

Sidewalk South Side

Sidewalk East Side

Sidewalk West Side

No Sidewalks

Private Street

Ped Improvements

**Jurisdictional Boundaries**

Eatonville

Maitland

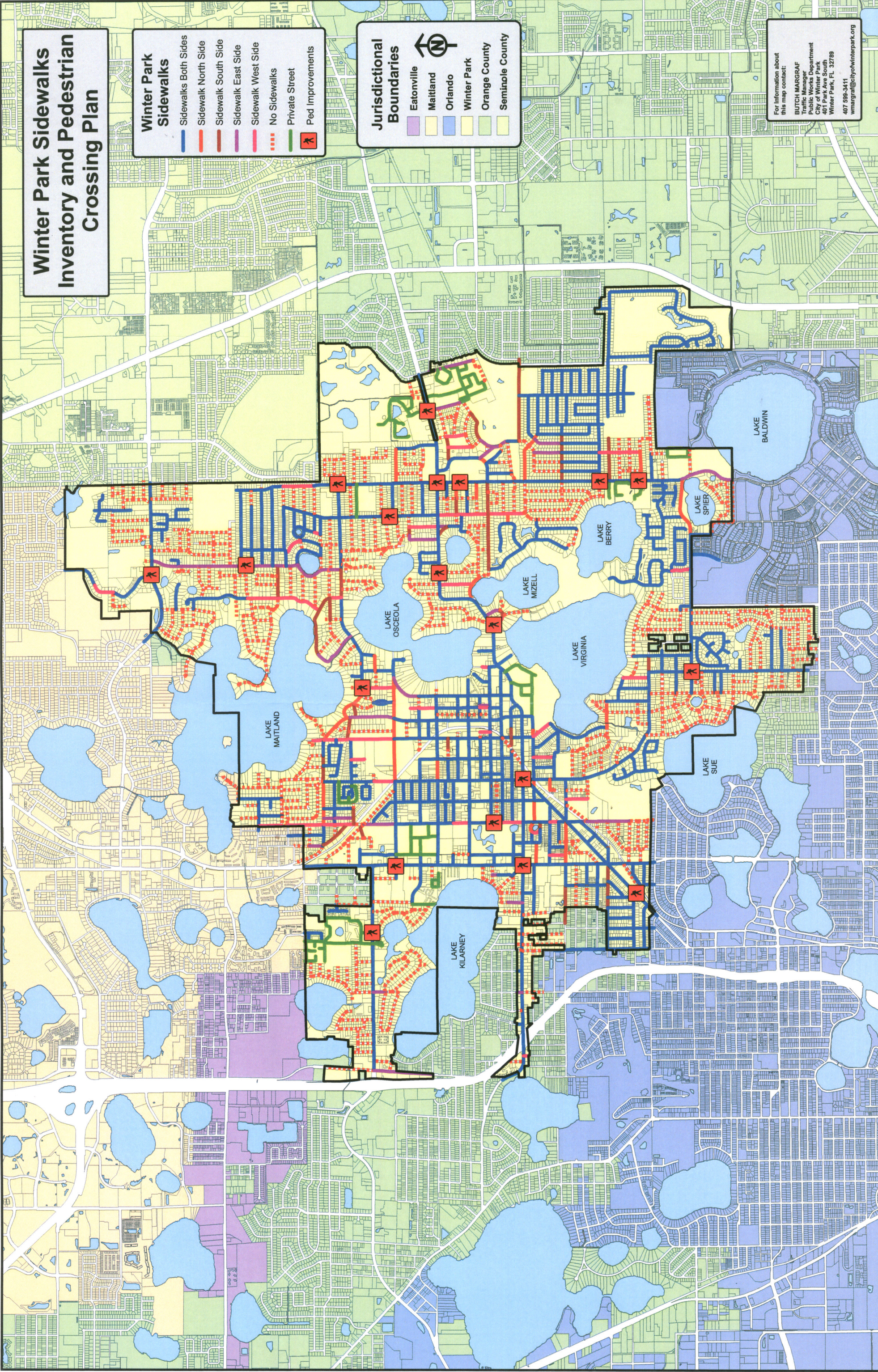
Orlando

Winter Park

Orange County

Seminole County

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Similar to the proposed transportation improvement list, the list of proposed bicycle and pedestrian improvements is simply a snap shot in the improvement process. The list will be revised periodically to reflect implementation of projects. Recent improvement projects implemented are:

- Webster Ave Multiuse Sidewalk – Constructed streetscape on Webster Ave between Denning Drive and Pennsylvania Ave and include an eight feet wide sidewalk on the south side 2009.
- Ped Crossing - Constructed an emphasized crosswalk, striping and signs, across Palmer Ave at Temple Drive 2008.
- Orlando Ave Bike Lanes – Striped bike lanes on Orlando Ave from Webster Ave to Rollins Street during the Orlando Ave resurfacing, restoration, and rehabilitation, RRR project. These lanes will be relocated to Denning Drive as part of the 1792 reconstruction master plan 2007.
- Fleet Peeples Park Trail – Constructed 12 feet wide path through Fleet Peeples Park connecting the ends of the Lake Baldwin Trail and completing the trail around Lake Baldwin.
- Ped Crossing - Constructed an emphasized crosswalk, striping and signs, across Palmer Ave at Alabama Drive.
- Palmer Ave Sidewalk - Constructed sidewalk on Palmer Ave from McKean Circle west leg to Alabama Drive west leg.
- Addition of Ped Signals – Constructed actuated pedestrian signals at the existing Howell Branch Road and Via Tuscany intersection 2007.
- Rebuilt traffic signals at Fairbanks/Chase intersection (at library) 2007. Added signalized pedestrian crossing across Chase Ave.
- Rebuilt intersection signals at Denning Drive and Canton Ave. Added 4 signalized pedestrian crossings.
- Rebuilt intersection signals at Denning Drive and Webster Ave. Added 2 signalized pedestrian crossings. Add 4 blankout No Turn On Red signs.
- Rebuilt intersection signals at Denning Drive and Morse Blvd. Added 4 signalized pedestrian crossings.
- Constructed signalized pedestrian crossing on Orange Ave near Capen Ave during the Orange Ave streetscape project.
- Constructed signalized pedestrian crossing on Orange Ave at Cypress Ave during the Orange Ave streetscape project.
- Installed bike racks throughout the City in Parks and at or near buildings 2009.

These completed projects have been funded through many sources including in-house staff, state and federal grants, local grants General Fund, and CRA. Likewise, continuing into the future, funding will be garnered for these proposed projects from every available source. Grant funding

requests are continually being developed and submitted for needed improvement. Additionally funding for improvements is provided in the City's 5 year Capital Improvement Plan.



## Proposed Pedestrian and Bicycle Facilities Improvements

1. Proposed **Fleet Peeples Park Trail** – Construct 12 feet wide path through Fleet People’s Park connecting the ends of the Lake Baldwin Trail and completing the trail around Lake Baldwin.
2. Proposed **St Andrews Trail** – Pipe and fill the St Andrews ditch south of Aloma Ave to Ward Park then to the Seminole Trail and construct 12 feet wide multiuse trail.
3. Proposed **Ward Park Trail** - Construct 12 feet wide asphalt path through Ward Park connecting the Cady Way Trail to Perth Lane.
4. Proposed **Orlando Ave Bike Lanes** – Widen southbound right turn lane at Fairbanks Ave. Stripe bike lane from Gay Road to Fairbanks Ave southbound.
5. Proposed **Sidewalk Connection** – Construct a paved path on Virginia Drive at the divider between the bollards to connect the two Virginia Drive segments.
6. Improve **Sidewalk Connection** – Construct a driveway apron in the grass parkway to complete the connection of Preserve Point Drive of Windsong to Virginia Drive of Timberlane Shores.
7. Proposed **Palmer Ave Park Ave Bike Route** – Sign Palmer Ave from the east side of Lakemont Ave at the Mayflower Trail connection to Park Ave then west to Denning Drive as a bike route.
8. Proposed **Camellia Ave Bike Route** – Sign Camellia Ave from 1792 to Denning Drive including Denning Drive from Camellia Ave to the Garden Drive/Mead Gardens entrance.
9. Proposed **Interlachen Ave Rollins College Bike Route** – Sign Old England Ave southbound from Palmer Ave to Interlachen Ave to New England Ave to Chase Ave to Ollie Ave then thru streets of Rollins College to Holt Ave to Pennsylvania Ave then south to Minnesota Ave as a bike route. Sign Georgia Ave northbound from Interlachen Ave to connect northbound to Palmer Ave as a bike route.
10. Proposed **Mizell Ave Bike Route** – Sign Perth Lane from Dundee Drive north to Mizell Ave then west to Osceola Ave to Brewer Ave as a bike route.
11. Proposed **New York Ave Bike Route** – Sign New York Ave from Park Ave south to Holt Ave to French Ave to Lakeview Ave to Vitoria Ave to Huntington Ave to Pennsylvania Ave as a bike route.
12. Proposed **Temple Drive Phelps Ave Bike Route** – Sign Temple Drive from Howell Branch Road south to Chestnut Ave east to Phelps Ave to south to Balmoral Road south to Whitehall

Drive east to Greene Drive south to Summerfield Road and east to Cady Way Trail as a bike route.

13. Proposed **Virginia Drive Bike Route** – Sign Preserve Point Drive from Glenridge Way north to the pedestrian bicycle connection to Timberlane Shores subdivision at Virginia Drive, west to Laurel Road, south to Lake Sue Ave, west to Forest Ave, north to Virginia Drive, west to Highland Road, north to Stirling Ave, west to Richmond Road, north to Melrose Ave, west to Pennsylvania Ave, south to Melrose Ave, west to Azalea Lane, and north to Minnesota Ave as a bike route. Sign Timberlane Drive from Glenridge Way and north to Blue Ridge Road north to Virginia Drive as a bike route.
14. Proposed **Webster Ave Bike Route** – Sign Webster Ave from Denning Drive east to Georgia Ave as bike route.
15. Proposed **Interlachen Ave Sidewalk** - Construct sidewalk on Interlachen Ave from the Winter Park Country Club parking lot south to Swoope Ave on the west side of Interlachen Ave. This segment of sidewalk connects sidewalks both north and south on Interlachen Ave.
16. Proposed **Howard Drive Bike Route** – Sign Howard Drive from Glenridge Way south to Woodside Ave and west to Winter Park Road as a bike route.
17. Proposed **Glenridge Way East Bike Lanes** – Narrow Glenridge Way from Lakemont Ave east to the City limits to two lanes with bike lanes. The connecting roadways from Baldwin Park and the Veterans Administration Hospital are 2 lane roads; Lakemont Avenue is a 2 lane road, 4 lanes for vehicles are not necessary.
18. Proposed **Barnum Ave Sidewalk** - Construct 5 feet wide sidewalk on Barnum Ave from Denning Drive to Minnesota Ave on the east side of the road.
19. Proposed **Howell Branch Rd Bike Lanes** – Restripe Howell Branch Road in Winter Park from the Seminole county line west to the Maitland city limits with bike lanes. Coordinate with Maitland and Seminole County to stripe bike lanes in their jurisdictions.
20. Proposed **Pedestrian Crossing** – Construct an emphasized crosswalk, pavement markings and signs, across Temple Drive at Whitesell Drive.
21. Proposed **Pedestrian Crossing** - Construct an emphasized crosswalk, pavement markings and signs, at the 1700 block of Lee Road. Coordinate with FDOT.
22. Proposed **Signalized Pedestrian Crossing** - Construct an actuated pedestrian signal on Lakemont Ave near Goodrich Ave at the existing pedestrian crossing. This crossing primarily serves Winter Park Hospital and the other medical facilities near Lakemont Avenue.

23. Proposed **Via Del Mar Venetian Way Bike Route** – Sign Via Del Mar from Temple Drive west to Via Tuscany, Via Tuscany north and west to Venetian Way, and Venetian Way south and west to Howell Branch Creek as bike route. This route connects with a Maitland bicycle route.
24. Proposed **N Park Ave Sidewalk** – Construct a 5 feet wide sidewalk on N Park Ave from Green Cove Road to Pennsylvania Ave on the north side of the road. This segment of sidewalk connects sidewalks both east and west on Park Ave.
25. Proposed **Glenridge Way Bike Lanes** – Widen the brick section of Glenridge Way from Laurel Road to Winter Park Road to complete the Glenridge Way bike lanes.
26. Proposed **Lake Knowles Walking Trail** – Construct a walking path around Lake Knowles. This will include a boardwalk on the south side of Lake Knowles along Elm Ave where the shoreline is inadequate for an existing surface path.
27. Proposed **Webster Ave Bike Lanes** – Reconfigure striping of Webster Ave from Orlando Ave east to Denning Drive for 2 bike lanes, 2 thru lanes, and a left turn median lane. This should be completed with the Orlando Ave Master Plan construction.
28. Reconstruct the exit opening of Henkel Circle at Fairbanks Ave reducing the width. This project will shorten the side street crossing distance for pedestrians on Osceola Ave. The extra wide opening is not necessary for safe egress from Henkel Circle. Estimated cost \$50,000
29. Reconstruct the southeast corner curb and narrow the side street opening of Old England Ave at Palmer Ave. This project will shorten the crossing distance for pedestrians on Palmer Ave. Estimated cost \$50,000
30. Proposed **Mayflower Trail** – Construct a multiuse trail from Aloma Ave north through the Crealde School of Art and around the Mayflower retirement village. Coordinate with both Crealde and the Mayflower for the preferred route. This trail will connect Lakemont Ave near Lakemont Elementary school and the YMCA to Aloma Ave and the St Andrews Trail and to the Cady Way Trail.
31. Proposed **Executive Drive Multiuse Sidewalk** – Construct 8 feet wide multiuse sidewalk on Executive Drive from Lee Road to Gay Road. There are currently no sidewalks on Executive Drive. This sidewalk will provide pedestrian and bicycle connectivity from Gay Road to Lee Road as a 1200 linear feet recreation trail.
32. Proposed widening of **Glenridge Way at Lakemont Ave** – Widen Glenridge Way near Lakemont Ave to increase width of **Bike Lanes** to 4 feet. Current bike lanes are less than 4 feet wide at the northwest corner of the intersection and westbound along Glenridge Way.

33. Proposed **Pedestrian and Bicycle Bridge** – Construct a pedestrian bicycle bridge over Orlando Ave adjacent to the railroad bridge to provide a safe pedestrian bicycle connection to from Winter Park to Maitland.
34. Proposed **Pedestrian Bicycle Connection** – Construct path from Palmer Ave east to the Mayflower Trail.
35. Proposed **Lakemont Ave Bike Lanes** – Widen Lakemont Ave south of Glenridge Way to add bike lanes. These bike lanes will connect to the existing bike lanes in Baldwin Park.
36. Proposed **Morse Blvd Bike Route** – Sign Morse Blvd from Orlando Ave east to New York Ave as a bike route.
37. Proposed **Palmer Ave Sidewalk** - Construct sidewalk on Palmer Ave from Temple Drive to the east leg of Alabama Drive. There are two properties in this block that have 36 inch and greater oak trees prohibiting the construction of a sidewalk.
38. Proposed **Signalized Pedestrian Crossing on Aloma Ave** – Construct actuated pedestrian signals on Aloma Ave near Sylvan Blvd. Coordinate with the FDOT.
39. Proposed **Signalized Pedestrian Crossing** - Construct actuated pedestrian signals on Denning Drive near New England Ave. This signalized crossing will serve Lake Island Park providing a safe pedestrian connection from the neighborhoods east of Denning Drive.
40. Proposed **Signalized Pedestrian Crossing** - Construct actuated pedestrian signals on Phelps Ave near Lakehurst Ave. This signalized crossing will serve Lakemont Elementary school and neighborhood pedestrians to cross Phelps Ave.
41. Proposed **Signalized Pedestrian Crossing** – Construct actuated pedestrian signals at the existing Howell Branch Road and Temple Trail intersection east leg. This project has been approved and will be funded through a Safe Routes to School program grant in the year 2011. Included with the pedestrian signals are enhanced pedestrian sidewalk crossings at 3 driveways along the north side of Howell Branch Road.
42. Proposed **Fairbanks Avenue Roadway Improvements Project** Alternate Bicycle Facility – Construct a **Sidepath** on the south side of Minnesota Ave from Orlando Ave west to Formosa Ave. Construct a **Bike Route** on Minnesota Ave from Formosa Ave west to Overspin Drive. Construct **Bike Routes** between Minnesota Ave and Fairbanks Ave on Nicolet Ave, Jackson Ave, Harold Ave Cherry Street, Clay Street, Formosa Ave, and Overspin Ave.
43. Proposed **Minnesota Ave Bike Lanes and Sidepath** – Construct **Bike Lanes** on Minnesota Ave from the CSX railroad tracks west to Orange Ave. Construct a **Sidepath** on the south side of Minnesota Ave from Orange Ave west to Orlando Ave.



44. Proposed **Berkshire Ave Bike Route** – Sign Berkshire Ave from Orange Ave west to Clay Street as a bike route.
45. Proposed **CSX ROW Bike Trail** – Construct bike trail along CSX right of way connecting Denning Drive to the Orlando Ave **Pedestrian and Bicycle Bridge**.
46. Proposed **Temple Trail Bike Route** – Sign Temple Trail from Howell Branch Road north into Maitland as a bike route.
47. Proposed **Sunnyside Drive Bike Route** – Sign Denning Drive from Solana Ave north to Park Ave and Sunnyside Drive north to Magnolia Ave and west into Maitland as a bike route.
48. Proposed **Winter Park Road Bike Route** – Sign Winter Park Road from Corrine Drive to Glenridge Way as a bike route.
49. Proposed **Via Tuscany Alabama Bike Route** – Sign Via Tuscany from Via Del Mar south to Alabama Drive and west to Palmer Ave as a bike route.
50. Proposed **Pedestrian Crossing** – Construct an emphasized crosswalk, pavement markings and signs, across Lakemont Ave near the Winter Park Towers driveway.

The following seven items listed with the number “99” refer to proposed projects included in the City Traffic and Transportation Plan. They each include pedestrian or bicycle improvements.

99. Proposed **Lee Road Bike Lanes** - Reconfigure Lee Road in Winter Park to include bike lanes from Orlando Ave west to Wymore Road. Coordinate with the FDOT.
99. Proposed **Fairbanks Avenue Roadway Improvements Project** Alternate Bicycle Facility – Construct **Bike Lanes** on Minnesota Ave from Orlando Ave west to Formosa Ave. Construct a **Bike Route** on Minnesota Ave from Formosa Ave west to Overspin Drive. Construct **Bike Routes** between Minnesota Ave and Fairbanks Ave on Nicolet Ave, Jackson Ave, Harold Ave, Cherry Street, Clay Street, Formosa Ave, and Overspin Drive.
99. Proposed **Signalized Pedestrian Crossings** - Rebuild intersection signals at Winter Park Road and Glenridge Way. This project includes replacement of the old signal equipment, excluding concrete signal poles, and adding 4 new signalized pedestrian crossings.
99. Proposed **Signalized Pedestrian Crossings** - Rebuild the intersection signals at Lakemont Ave and Whitehall Drive. This project includes replacement old signal equipment, including replacing signal poles with mastarm poles, and adding 4 new signalized pedestrian crossings.
99. Proposed **Signalized Pedestrian Crossings** - Rebuild intersection signals at Lakemont Ave and Palmer Ave. Add a left turn arrow southbound. Add 3 additional signalized pedestrian

crossings. This intersection improves the connection of neighborhoods on the east side of Lakemont Ave to Lakemont Elementary School, the YMCA, and Phelps Park.

99. Proposed **Denning Drive Bike Lanes** – Reconstruct the Denning Drive traffic lanes from the north Denning Drive railroad crossing south to Orange Avenue. This plan includes 2 bike lanes, 2 thru travel lanes, left turn lanes at the intersections, and planted medians.

99. Proposed **Lakemont Ave Bike Lanes** - Reconfigure Lakemont Ave from Edwin Blvd to Pine Ave from 4 travel lanes to 2 travel lanes, a center turn lane with medians, and 2 bike lanes.

## **Pedestrian Element**

Pedestrian travel is the real measure of the accessibility of the transportation system. Walking is the original mode of travel and is essential to all other modes whether one is walking from a parked car to the front door of a business or from a transit stop to home. The pedestrian portion of every trip helps determine the enjoyment, safety, and convenience of that trip. The pedestrian system provides the connections between different modes of travel and is a critical element in supporting the transit system. The lack of a pedestrian system is an obstacle to “active living.”

Encouraging pedestrian travel includes the following:

- \* Providing a continuous network so that pedestrians are not stranded short of their destination or forced into difficult or potentially dangerous situations.
- \* Ensuring a safe walking environment through adequate maintenance, vegetation trimming, and lighting.
- \* Creating a pedestrian-oriented environment through high-quality urban design and pedestrian amenities.
- \* Providing routine education on the rights and responsibilities of pedestrians, bicyclists, and vehicle drivers.

The PBCP pedestrian element addresses key improvements needed to complete the missing links connecting popular destinations and providing linkages between home, shopping, work, schools, parks, and transit. In many areas, these pedestrian connections will provide a pedestrian environment similar to the downtown. In other areas, the pedestrian connections are strategic, providing pedestrian linkages between activity areas and transit. Proposed pedestrian improvements include signalized crossings, enhanced signed pedestrian crossings, and an additional 56 miles of new sidewalks.

## **Pedestrian Policies**

Because walking is the cornerstone of all travel, the PBCP seeks to provide a high-quality pedestrian environment as the foundation for all other modes of transportation.

The City’s standard for pedestrian mobility and accessibility is the ability of a wheelchair user to move safely and conveniently through the transportation system.

A high-quality pedestrian environment includes the ability to travel safely and conveniently along the street and to have reasonable crossing opportunities; to travel through a comfortable and interesting environment; and to have appropriate pedestrian amenities such as benches, shade and water fountains.

## **Bicycle Element**

Cycling is a symbol of the healthy and active lifestyle in Winter Park. With growing public health concerns about obesity and air quality, cycling remains one of the most effective modes of transportation to promote health and improve air quality. Further, travel by bicycle is an inexpensive alternative to travel by car, especially with the increasing gasoline costs, and bicycles can easily and efficiently serve short to medium distance trips for many purposes.

The ability to travel by bike is based on developing a continuous network of streets that allow safe and convenient travel by all modes throughout the city including bicycles. A good bicycle plan also recognizes that cyclists range from the experienced commuter who is comfortable in traffic to children who cannot safely use a busy street. Consequently, the City must encourage a system of off-street multi-use paths as an option to the street system.

The long range bicycle network for the city is comprehensive and will provide on- and off-street connections throughout the city. With the completion of this network, an additional 30 miles of bicycle routes, lanes, and multi-use paths will be added. These facilities will provide safe connections and opportunities for bicycle travel throughout the city for all levels of riders.

## **Bicycle Policies**

The City will complete a system of primary and secondary bicycle corridors to provide bicycle access to all major destinations and all parts of the community.

The City will coordinate with MetroPlan Orlando, Orange County, neighboring communities, the City Parks and Recreation Department, and other government entities and plans to ensure that city and county projects connect with and/or help to complete the corridor network.

The City will work with property owners, developers, the Orange County School District (OCPS), and the City Parks and Recreation Department to ensure that commercial, public, and mixed-use and multi-unit residential sites provide direct, safe and convenient internal bicycle circulation from external connections to areas near building entrances and other on-site destinations.

The City will combine education and enforcement efforts to help instill safe and courteous use of the shared public roadway, with a focus on better educating students on how to properly share the road with bicyclists, pedestrians and users of transit.



# Appendix

- A. Winter Park Standards for Pedestrian Facilities
- B. Winter Park Standards for Bicycle Facilities
- C. Winter Park Bicycle Circulation Plan 1995
- D. Bicycle Parking Ordinance

**Standards for Pedestrian Facilities**  
**City of Winter Park**  
**Revised 2/14/2006**

Pedestrian facilities shall adhere to the most recent adopted version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways ("green book", FDOT.), Chapter 8.

Sidewalk Configuration

Sidewalk shall be clear of vegetation with no overhanging vegetation below a height of 8 feet in the sidewalk corridor. Shrubbery shall not infringe on sidewalks, in accordance with City Regulations. Irrigation shall not cross the sidewalks and must be designed to irrigate only on the side of the sidewalk where the spray heads are located. Irrigation adjacent to sidewalks shall happen only between hours of midnight and 6 a.m.

Contractors shall keep adjacent sidewalks clean and clear if at all feasible during construction.

During new building construction or major renovation, the owner or developer shall upgrade or build sidewalks to standards on adjacent right-of-way.

A minimum of three (3) feet of green space separating the sidewalk from the roadway is preferred along residential streets; five (5) feet separation along arterials and collectors. Sidewalks shall be installed on both sides of the streets with a minimum width, where feasible, of 8 feet along arterial and collector roads and 5 feet along residential streets. Where 8-foot width is not feasible, a minimum clear sidewalk walking space, free of obstructions, must be 5 feet on arterials and collectors and 4 feet on residential streets. All sidewalks within 1/4 mile of schools shall be 8 feet wide.

Driveway curb cuts intersecting sidewalks shall have a maximum sidewalk-intersecting slope of 12:1, as measured along the direction of the sidewalk. Where feasible, curb cuts should not extend into the sidewalk. That is, steeper curb cuts should be used where feasible to prevent the curb cut from extending into the sidewalk.

Two curb cuts per corner should be used where feasible to accommodate mobility assistance and strollers. Intersection corner radii should not exceed 15 feet except at locations with significant truck or bus turning movements.

Pedestrian Crossings

Pedestrian crossings are to be designed based upon roadway configuration and use and existing or projected pedestrian use, with special considerations for children and school routes. Depending on these factors, crossings shall be designed to provide pedestrian safety and comfort as:

- 1) Cross-walk markings and stop bars
- 2) Cross-walk markings, stop bars and signage
- 3) Table-top crossings
- 4) Visual crossing (table top or cross bars) with flashing signage
- 5) Visual crossing with pedestrian crossing signal

All pedestrian crossings shall include sufficient lighting at the crossing point and all marked crosswalks shall have a minimum crosswalk width of 12 feet. All crosswalks at signalized intersections shall be marked. The decision to mark a crosswalk at an unsignalized location should be deferred to FHWA's Recommendations for Installing Marked Crosswalks and Other Needed Pedestrian Improvements at Uncontrolled Locations (refer to attached Table 1 from Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations: Executive Summary and Recommendation Guidelines, FWHA, March 2002).

Pedestrian crossings may be designated mid-block. Midblock crossings shall be well lit and may include Yield to Pedestrian paddles (R1-6, MUTCD) on two-lane roadways. Advance yield line shall be provided at all midblock crossing locations 30 feet back from the crosswalk, and may be supplemented by Yield Here to Pedestrians signs (R1-5 or R1-5a, MUTCD) at the advance yield line.

Stop bars at signalized intersections should be placed a minimum of 10 feet back from crosswalks to discourage motorists from encroaching into crosswalks.

All four-lane roads shall have pedestrian refuges in the center of the roadway at cross walks, where feasible. Pedestrian refuges shall include visual cues to protect pedestrians, such as landscaping or signage. For example, four-lane sections of Morse Boulevard need mid-block pedestrian crossings.

Cross-walk distance shall be minimized using design features such as bulb-outs at intersections and pedestrian refuges in the center of streets. These distances should be the minimum as required for emergency vehicle and necessary maintenance vehicle access. Commercial truck traffic may be restricted by these features, and alternative routes for commercial traffic may be designated. Where on-street parking exists, curb bulbouts shall be used at intersections.

#### Pedestrian Crossing Signals

Crossing signals are to provide these features:

- 1) Activated "No Turn On Red/Yield to Peds" signs for vehicle traffic at intersections, here feasible
- 2) Countdown timers for walk signals
- 3) Beepers for visually impaired pedestrians
- 4) Push buttons that are designed so that the correct crossing button is obvious, conveniently placed, and easy to push for physically impaired (height, button shape).
- 5) An indication to pedestrians as to whether the walk push button has been activated.

- 6) All signals in the core Central Business District with high pedestrian activity shall be set to recall pedestrian signal phasing, with no push button activation required.

#### Lighting

All arterial and collector pedestrian crossings and all bus stops are to have adequate lighting so that drivers can see pedestrians in or near crosswalks. Special consideration must be given to make children visible.

#### Drivers Yield to Pedestrians

The Winter Park Police Department will enforce the Florida statute designating that motorists yield to pedestrians. This enforcement will modify motorists' behavior to make Winter Park walkable with safety and comfort.



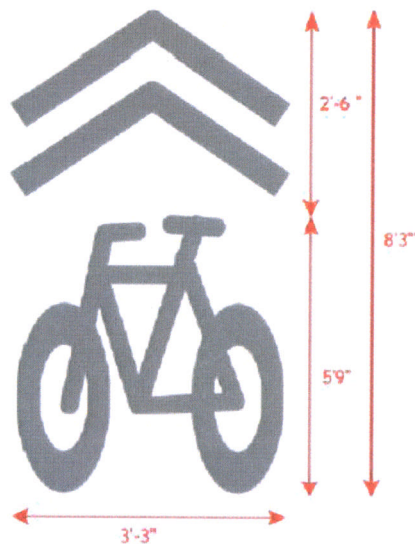
**Standards for Bicycle Facilities**  
**City of Winter Park**  
**Revised 2/14/2006**

Bicycle facilities shall adhere to the most recent adopted version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways ("green book", FDOT), Chapter 9.

**Bicycle Roadway Facilities**

Roadways within the city limits shall accommodate bicycle traffic on all arterials and collector roads by:

- 1) Providing curb lanes of sufficient width to accommodate bikes and cars (14 feet) with marked bike lanes, or
- 2) Posting signage to share the roadway with bicycles.
- 3) On roadways designated as bicycle routes, but with insufficient width for a designated bicycle lane, the shared-use arrow ("sharrow") pavement marking shall be considered for use to further designate the roadway as a bike route and to show the proper riding position within the lane.



(for more information, see <http://bicycledriving.com/bfz/arrow.htm>)

Arterial and collector roadways shall provide minimum four (4)-foot surfaces that are satisfactory for bicycle traffic, i.e. asphalt or concrete, next to curbs on both sides. Attention must be given to drainage grates, railroad crossings, and other potential hazards. Where a bike lane is adjacent to parallel parking, the minimum bike lane width shall be five (5) feet and the total width to the face of curb for the bike lane and parking stall shall be a minimum of 13 feet.

New arterial and collector roadways must provide bike lanes facilities. Existing arterial and collector roadways undergoing resurfacing or reconstruction must provide bike lane facilities where logistically and financially feasible. For example, tree canopy should not be sacrificed solely to provide bike lanes. Where bike lane facilities are not provided, alternate bikeways must be provided that are convenient, safe, and fully accommodate bicycle traffic and access that would otherwise have been available on the new or reconstructed roadways.

#### Traffic Signals

Signal sensors shall detect bicycles. Pavement markings will be placed to show bicyclists where the bicycle will be detected.

#### Bicycle Racks and Access

Bicycle access and bike rack parking facilities shall be provided at destination nodes such as restaurants, shops, libraries, and schools. Commercial building codes shall include bicycle access and bike rack requirements, including preferred bike rack configurations.

Bicycles shall be allowed on sidewalks except in the central business district. Where bicycles are not allowed on sidewalks, the roadways must accommodate bicycles.

#### School Routes

School routes shall have sidewalk accommodations for young bicyclists. Where school routes are within the central business district, school children commuting to school by bicycle may use the sidewalks. Children riding on sidewalks shall be educated in riding safely on the sidewalks and must cross all roads as pedestrians, walking their bicycles. There are particular dangers to riding a bicycle on the sidewalk, and older children are encouraged to become educated on proper bicycling methods and to ride in the street.

# CITY OF WINTER PARK BICYCLE CIRCULATION PLAN

June, 1995

## The Purpose of the Bicycle Circulation Plan

### I. Maintain Winter Park as the Premier Urban Village in the State of Florida:

Winter Park has evolved to become one of the most livable and memorable communities in Florida. Public spaces like streets, squares, and parks were designed to be the urban setting for everyone to conduct their daily lives. Thousands of oaks were planted by prior generations for the enjoyment of current generations. Neighborhoods were designed to accommodate diverse types of people and activities. This bicycle and system will help maintain and enhance a more livable environment for ourselves and our children.

### II. Minimize Threats to Winter Park's Urban Fabric:

Over the last thirty years, Winter Park's very livable urban fabric has been slowly chipped away. Society, it seems, has locked itself into the automobile as the only means of transportation regardless of who we are, what our age, and where we are going. We must begin to provide the infrastructure to encourage other forms of transportation to become attractive in order to protect Winter Park's livable urban fabric.

### III. Develop Viable Transportation Alternatives:

Bicycle travel is becoming an important element of local transportation systems for communities throughout the Country. In Boulder Colorado, approximately 35% of all travel in the City is done by walking, bicycling, or riding transit, and the City has a goal of increasing this percentage to 50% by the year 2000. In Davis California, 25% of the population commutes to work by bicycle. Winter Park's Bicycle Circulation Plan will



facilitate bicycling as a viable transportation alternative for Winter Park residents.

### IV. Important Element of Winter Park's Community Planning Effort:

Winter Park recently initiated the "Winter Park in Perspective" planning process to rediscover the planning and architectural traditions that have shaped Winter Park. Like the "Treasured Places" workshop, where citizens identified hundreds of locations throughout the City which they wanted preserved, or enhanced, the Bicycle Circulation Plan utilized the thoughts and ideas of Winter Park residents to make a more successful system. The Winter Park's Bicycle Pedestrian Circulation Plan was developed with the participation of the following groups:

#### WINTER PARK RESIDENTS

-The residents of the City participated in a series of workshops in the spring of 1995;

#### SURROUNDING COMMUNITIES

-Representatives from the City of Orlando, the City of Maitland, and Orange County were on hand at the workshops to assist in making connections between Winter Park and their communities; and

#### ROLLINS COLLEGE

-Students in the Environmental Studies Department at Rollins College developed and applied a method for determining the bicycle friendliness of roadways in Winter Park.





### Facility Descriptions



Winter Park  
Planning  
& Community  
Development  
Department



A group of people are riding bicycles on a paved path. The image is somewhat blurry and shows several cyclists in motion.

**Trailheads** are intended to be reference points of entry and gateways to the Winter Park bicycle network. Trailhead amenities may include information kiosks, drinking fountains, benches, tables, and related facilities.



## Existing Conditions - Roadway Adequacy for Bicycle Use

As part of this project, the Environmental Studies Department at Rollins College, in association with the City, developed and applied a method to determine the bicycle friendliness of Winter Park roadways. The measurement is on a scale of "A" to "F", with "A" being ideal for bicycling, and "F" being not conducive to bicycling. The results of this analysis are shown in the figure below. The majority of Winter Park local roadways are appropriate for bicycle use, although a cyclist must use a major road for some portion of a trip.



## Costs / Potential Funding Sources

A majority of the system (28 miles) can be implemented for a cost of about \$210,000 without initiating major construction projects.

In addition, a significant portion of the major construction projects are accounted for in the Ward Park to Mead Gardens Bicycle Route. Federal grant money for the route will contribute over \$1 million to the overall circulation plan.

Currently Winter Park relies on Federal grant funding to finance bicycle needs. In order to fully develop this bicycle plan, the City will need to expand its local contribution to the system. This contribution could be financed by the following alternatives:

- Continue to Utilize Federal Grant & State Grant Programs
- Utilize Transportation bond revenues for bicycle facilities
- Direct Transportation Impact fees for bike facilities;
- Creative Inclusion: on-going process (Water & Sewer, Drainage, Tree Replacement)
- Establish a Bicycle Trust Fund
- Commit City's General Fund Revenues

## Ward Park - Mead Gardens Bicycle Route

The Winter Park Bicycle Planning effort was initiated by a successful application for a federal and state grant to develop a bicycle route from the Cady Way Trail Head in Ward Park to Mead Gardens. The participants at the workshop agreed with the City that this is a high priority project. The Ward Park to Mead Gardens Route serves Brookshire Elementary, Glenridge Middle School, Winter Park Ninth Grade Center, and Winter Park High School. The proposed route also provides a needed connection between the Cady Way Trail and the proposed Dinky Line Trail, making over 14 miles of continuous bicycle facilities in the Orlando Metropolitan Area.



The total cost of the circulation plan is approximately \$3.4 million dollars, of which \$1.2 million is already funded by a Federal grant. The remaining cost of \$2.4 million is eligible for Federal grants. The total remaining cost of the system on the City could be as low as 240 thousand dollars.

<b>Bike Paths</b>	
New construction for 3.1 miles at \$385,000 per mile	\$1,193,500
<b>Bike Lanes</b>	
Reconstruction for 4.8 miles at \$325,000 per mile	\$1,560,000
Restriping for 6.4 miles at \$25,000 per mile	\$160,000
<b>Bike Routes</b>	
Sign installation for 21.5 miles at \$1,400 per mile	\$30,100
<b>Bike Parking</b>	
Install 23 racks at \$1,000 per rack	\$23,000
<b>Trailheads</b>	
Install 14 trailheads at \$30,000 each	\$420,000
<b>Sub-total</b>	<b>(35.8 miles) \$3,386,600</b>
Ward Park to Mead Garden Route	- \$1,114,848
City Portion	+ \$111,484
<b>Total Cost</b>	<b>\$2,383,600</b>

**ORDINANCE NO. 2660-06**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA,  
AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE"  
ARTICLE III, "ZONING REGULATIONS" SECTION 58-81 "OFF-  
STREET PARKING AND LOADING REGULATIONS" SO AS TO  
REQUIRE BICYCLE PARKING BE PROVIDED BY NEW  
DEVELOPMENTS OR SPECIFIED REDEVELOPMENTS AS  
PER THE REQUIRED USES OUTLINED HEREIN.**

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by amending Section 58-81 "Off-street parking and loading regulations", to add the requirements for bicycle parking by new developments and redevelopments in subsection (5) to read as follows:

Section 58-81. Off-street parking and loading regulations.

(5) *Bicycle Parking.*

a. *Intent and purpose.* The purpose of these regulations is:

1. To provide for bicycle access to employment, commercial, and other transportation and travel destinations; and
2. To encourage bicycles for personal transportation as an alternative to motor vehicles.

b. *Applicability.* Bicycle parking facilities shall be provided for any new building, addition, or enlargement over 50% of an existing building, or for any change in the occupancy of any building that results in the need for additional auto parking facilities in accordance with the required bicycle parking spaces specified herein. Any existing building that adds, enlarges, or redevelops with an increase of 15-49 percent of the building square footage will be required to provide two the minimum bicycle parking spaces.

c. *Exemptions.* No bicycle parking spaces shall be required for the following uses: single-family residence, two-family residence, funeral homes, automobile sales, repair, or body shop, or car wash.

d. *Bicycle parking space requirements.* Bicycle parking spaces shall be required as follows:

- 1) Office, commercial, retail: 10% of required automobile parking;

- 2) Schools: K – 8: 1 per 5 students;
- 3) Grades 9-12, Vocational tech schools and colleges: 1 per 20 students;
- 4) Recreation facilities, libraries, museums (public and private) - 15% of percent of required automobile spaces.
- 5) Multifamily residential: 1 space per 3 units;
- 6) Hotels, motels: 1 space per 30 rooms and 1 space per 50 employees;
- 7) In all places where bicycle parking is required, a minimum of two (2) and a maximum of fifty (50) bicycle parking spaces shall be provided;
- 8) Any project incorporating a parking structure in their development will be required to provide twenty (20) percent of the mandated bicycle parking in the form of bicycle lockers on the ground level of the structure. This 20% will count towards the total number of required bicycle parking spaces;
- 9) The City Planner shall determine the bicycle parking requirement for any use not referenced above based on its resemblance to one of the uses outlined above.

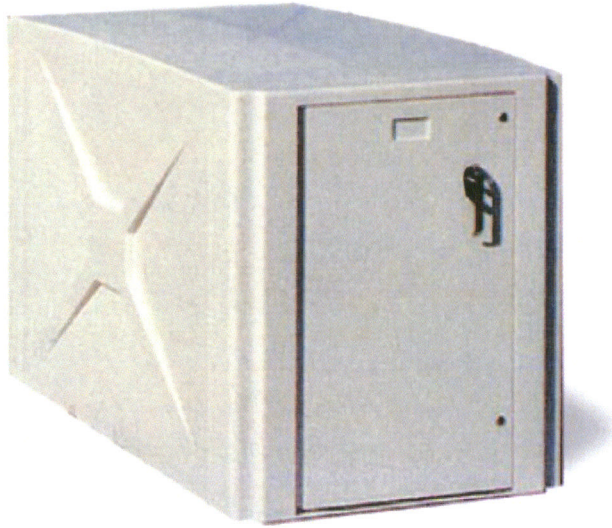
e. *Location and design of facilities.* Location and design of bicycle parking shall be as follows:



*Bicycle Racks:*

Design: (each rack provides 2 bicycle parking spaces)

1. The standard rack required will be the inverted “U”.
2. Distance between verticals must be a minimum of 18 inches.
3. Height not to exceed 36 inches.
4. Minimum tube diameter of 1.9 inches.
5. All racks must be black with a powder coated finish.
6. Use of any other rack must go through an approval process by the Bicycle and Pedestrian Advisory Board for consideration.



*Bicycle Lockers:*

1. Locker dimensions: 49" height 30" width 74" length.
2. Design of bike lockers must conform to the Bicycle and Pedestrian Advisory Board list of approved locker designs which is available in the building department.

**Location:**

1. Bicycle parking facilities should be located in highly visible well-lit areas to minimize theft and vandalism.
2. Whenever possible, the racks should be placed within 50' of the building entrances where bicyclists would naturally transition to a pedestrian mode of travel. Otherwise, signage at the building entrance should direct bicyclists to rack location. If a separate employee entrance exists, bicycle racks should be located near the employee entrance as well as the patron entrance.
3. Rack placement shall not impede pedestrian or vehicular circulation, and should be harmonious with their environment both in color and design. Parking facilities should be incorporated whenever possible into building design or street furniture.
4. Required bicycle parking spaces shall be at least two (2) feet by six (6) feet per bicycle.
5. An aisle of a minimum of five (5) feet wide shall be provided behind bicycle parking facilities to allow for maneuvering.



6. All lockers and racks must be securely anchored to the ground or the building structure to prevent racks and locker removal from the location.
7. Structures requiring a user supplied locking device shall be designed to accommodate both chain and U-shaped locking devices and shall support the bicycle frame at two locations (not just the wheel).
8. Bike parking facilities within auto parking areas shall be separated by a physical barrier to protect bicycles from damage by cars, such as curbs, wheel stops, bollards or other similar features.

f. *Exceptions.*

1. Where the provision of bike parking is physically not feasible, the requirements may be waived or reduced to a feasible level by the Building Department's Plan Reviewer. The Pedestrian and Bicycle Advisory Board will review these decisions twice a year and make recommendations to said reviewer for the provision of bicycle parking spaces and the implementation of this ordinance.
2. In special bicycle parking districts, as outlined below, a fee in lieu of providing bicycle parking will be required based on the parking specifications outlined herein. This fee will be used towards placement of bicycle parking in these zones, to be designated by the City Planner.

a. Special bicycle parking districts.

Park Avenue Bicycle Parking District: The area bounded by Fairbanks Avenue to the south, Center Street to the east, New York Avenue to the west, and Swoope Ave to the north.

(Ord. No. 2501-03, § 4, 1-28-03; Ord. No. 2642-05, § 1, 8-8-05; Ord. No. 2660-06, § 1, 1-23-06)



## ***Section III***

The City receives many requests for traffic calming each year to address local street traffic problems, both perceived and real. This policy, drafted in a question and answer format is proposed as a framework for consistent management of these requests. The starting question was selected because it is routinely encountered in conversations with residents.

### **Traffic Calming**

#### **1. I feel like traffic is unsafe on my road, what can I do?**

Contact the Traffic Manager within the City's Public Works Department @407-599-3233. A review of recent traffic counts will be performed to help understand the problem. If no recent counts are available (within past 2 years), the City will perform speed and volume counts using automated counters. Typically counters will be placed on your street for three (3) days, Tuesday through Thursday. The counters will collect speeds & volume of the traffic continuously throughout the duration of the 3 day count period.

Additionally, field inspections will be performed to observe site specific conditions, such as, existing signs, sight distance, and location of sidewalks, curbs, etc.

#### **2. How do the traffic counts help?**

Justification is needed for construction and implementation of traffic control devices. The traffic count data collected is used by the City to objectively determine if a problem exists, the severity of the problem, and potentially the best action to solve it.

#### **3. How do you know if there is a speeding problem?**

Typically there is a local street speeding problem when the 85<sup>th</sup> percentile speeds are greater than 8 mph over the posted speed limit.

#### **4. What is 85<sup>th</sup> percentile speed and why use it instead of the average or maximum?**

The 85<sup>th</sup> percentile speed is the speed at or below which 85 percent of the motorists drive on a given road unaffected by slower traffic or poor weather. This speed indicates the speed that most motorists on the road consider safe and reasonable under ideal conditions. This speed is not affected by outliers such as a motorist who travels at 60 mph or one going 10 mph, as an average speed would be.

#### **5. What is the "posted" speed limit and how is it determined?**



The posted speed limit is the maximum speed legally permitted for a road and is displayed (posted) on a sign along the side of the street. It is set following Florida law,

“Establishment of municipal and county speed zones. (F.S. 316.189) (I) MUNICIPAL SPEED.—The minimum speed limit within any municipality is 30 miles per hour. With respect to residence districts, a municipality may set a lower speed limit of 20 to 25 miles per hour on local streets and highways, after an investigation determines that such a limit is reasonable.”

Historic studies have defined 25 MPH as the acceptable speed limit in Winter Park neighborhoods. If a road is not signed, then the speed limit is 30 mph.

#### **6. Now I understand a speeding problem, what is a volume problem?**

Obviously there are many different types of roads that are meant to carry differing traffic volumes ranging from 35,000 vehicles per day (vpd) on Fairbanks Ave to as little as 50 cars or less per day on a short neighborhood cul-de-sac. Roads are classified depending on their function and location within the road network. Common classifications for streets range from large to small according to the City's Comprehensive Plan and include arterial, collector and local roads. Arterials are large roads and carry traffic generated from many areas throughout the region. Some examples of arterials are Aloma Avenue, Orlando Avenue and Lee Road. Collectors carry traffic from neighborhoods and connect to other collectors and arterials. Some examples of collectors are Denning Drive, Lakemont Avenue, Temple Drive and New York Avenue. Local streets are neighborhood streets and are smaller than arterials and collectors. They carry the fewest number of vehicles and are meant to carry vehicles generated from a particular neighborhood or small assemblage of neighborhoods. A complete listing of arterial and collector streets in the City can be found in the City's Comprehensive Plan. All other streets not listed as arterials or collectors are considered local.

In order for motorists to get around, all parts of the street network must operate together. Typically, cars travel from their residence on local roads. Several local roads then connect to a collector which can carry cars from many neighborhoods. These collectors then connect to other connectors and arterials which provide means of easily getting around without driving through neighborhoods on local roads.

As a rule of thumb a residence will on average generate 10 vehicle trips per day. Therefore, if a neighborhood has 100 homes, the traffic generated from the neighborhood would be approximately 1000 trips per day.

Another factor contributing to the volume of vehicles on your street is “cut-thru traffic.” Cut-thru traffic are vehicles that begin their trips outside of a particular neighborhood and travel on local neighborhood roads versus using the available collectors and arterials to travel around and through the City. The City desires to discourage this cut through behavior and views it as a problem but, unlike a speeding problem, volume problems are



more difficult to identify and solve. Simply counting the number of vehicles does not necessarily indicate a volume problem or cut-thru traffic problem

## 7. So when is volume a problem?

The first step is to determine what category of road you live on. If it is not listed as an arterial or collector then it is a local road. Generally arterials and collectors do not qualify for traffic calming on volume because these streets are designed to carry regional traffic.

To objectively assess a local road the City evaluates traffic volumes along with speeds to determine if a street warrants further study. A point system has been developed whereby points are assigned by ranges of vehicle volumes, and by ranges of vehicle speeds as depicted in the charts below. Summing these speed and volume points helps define a problem if the total points are 45 or greater. Also, generally the higher the points, the bigger the problem.

Points per Speed	
MPH of 85 <sup>th</sup> Percentile Speed over Posted Speed Limit	Points
0 – 4 mph	0
5 – 7 mph	15
8 – 10 mph	30
11 – 13 mph	45
Greater than 13 mph	60 (Max)

Points per Volume	
Average Daily Traffic (vpd)	Points
Less than 500 vpd	0
501 – 750 vpd	10
751 – 1000 vpd	20
1001 – 1500 vpd	25
1501 – 2500 vpd	30
Greater than 2501 vpd	40 (Max)

Problem Determination Chart	
Criteria	Points
Speed	60 (Max)
Volume	40 (Max)
Total Possible Points	100

Here is an example of a problem determination for a typical residential street using the criteria in the tables below:

Posted speed limit is 25 mph

85 <sup>th</sup> percentile speed	31 mph	-	15 points
Vehicle 24 hour volume	1650 vpd	-	30 points
Total			45 points

The goal for Neighborhood Traffic Calming in Winter Park is to influence drivers to reduce their driving speeds and to use the classified hierarchy of streets roadway system to travel within the City. A successful result of traffic calming will be a point total less than 45, with a reduction of speed or a reduction in volume, or both.

**8. I live on Palmer Avenue and it looks like a neighborhood street, so why does it have so many cars?**

As I mentioned before, roads are classified based on how they function within the road network. Palmer is classified as a collector and even though it has houses on it, it is not a local road. Its location causes it to serve as a collector of many streets and so it will carry more cars than a local road. It also connects to collectors on each end making it a vital route to transverse the City. A concern of performing traffic calming measures on collectors and arterials is the potential to create cut through traffic through neighborhoods on local roads by motorists wishing to avoid the traffic calming.

**9. How are speed and volume problems solved?**

Speed and volume problems can be addressed in many ways. Since motorists are creatures of habit and habit is created through comfort, successful ways to address traffic problems include creation of physical discomfort, financial discomfort and psychological and passive discomfort with regard to their driving. There are a myriad of ways to provide these types of discomfort in order to alter motorists problem causing behavior.

Physical discomfort can be achieved through actions that cause the vehicle to gently shake or bounce depending on speed traveled and include brick roads, speed humps/bumps and other changes which inflict some type of movement to the vehicle.

Financial discomfort is usually achieved through citations from friendly traffic officers.

Psychological or passive discomfort can be achieved through actions that create a sense of uneasiness and are achieved through street narrowing, signage, and lighting.

**10. How do you know which one to use?**

Traffic calming is a relatively recent development and there are no hard and fast rules for what works in every situation. Many different types of calming have been developed, implemented and studied throughout the world with varying levels of success. Obviously each situation is different, so judgment is needed when deciding. Also, residents who will live with the device should be able to have a voice in what is installed to fit in with the neighborhood. Obviously, the City doesn't want to install "eye sores" in the neighborhood and so they should look natural and aesthetically pleasing. A list of typical designs for acceptable devices is provided as an appendix to the document.

**11. If I live on a local road and the numbers confirm I have a problem, then what?**

A meeting will be held with neighborhood representatives and Public Works staff to determine mutually agreeable and appropriate traffic calming measures to consider. An affected study area will be determined based on neighborhood input and staff recommendation which outlines the generally affected properties if traffic calming measures are installed. For neighborhood wide projects, the entire neighborhood becomes the study area. Consequently, if only one street is planned for traffic calming, the study area would include the entire street. If staff feels there is a real possibility that the proposed traffic calming will move over 250 vehicles per day to an adjacent parallel local road, the study area would be enlarged to include the parallel route. If a single device is proposed, the study area will include all properties with 500 feet of the device along the affected road(s). Realizing that every neighborhood is different staff will use good judgment in applying these criteria in developing the study area.

A petition must be generated by the neighborhood representative(s) showing at least 66% support for traffic calming within the study area for the process to move forward. If support is garnered, City staff will then develop preliminary engineering plans and cost estimates of the calming plan.

**12. Who pays for the devices and what level of support is needed to move towards implementation?**

The cost share will be as follows based on the severity of the problem determined by the rating score:

Cost Share Percentage Based on Severity of Problem		
Points	Residents	City
0-44	100%	0
45-55	50	50
56-65	25	75
66 +	0	100

A ballot will then be developed for all property owners in the study area detailing their cost and requesting a vote either for the project or against the project. All non-returned ballots will be counted as a vote against the project. To move forward with implementation, a 66% majority in favor of the project is required. Necessary residence costs will be collected from every property owner in the study areas by special assessment consistent with Florida Statutes. The City's cost share will be considered for funding through the annual budgeting process.

**13. What if the numbers show there is not a problem but the neighborhood wants traffic calming anyway?**

Staff could still meet with neighborhood representatives to determine appropriate devices with an emphasis on beautification. Based on numerical ratings, the neighborhood would bear all costs for installation. An appropriate affected study area would be developed and costs divided among all property owners in the study area. A ballot would be sent and a 66% majority is necessary to proceed with the project. Collections of costs are the same as above.

**14. Who will maintain the device(s) after installation?**

The City will install standard level landscape and low maintenance plants using the tenants of xeriscaping and will maintain such for the life of the device. If a higher level of landscape is desired, a maintenance agreement will be developed with the neighborhood/study area for the additional costs of maintaining the high level landscaping.

**15. How does traffic calming affect Police and Fire service?**

Traffic calming does not interfere with the Police being able to continue to provide a very high level of service as their cars are very maneuverable and their units are already patrolling neighborhoods (they don't always report from one central location). In order to not reduce the response time for Fire Rescue, no traffic calming which would significantly slow response vehicles will be allowed on primary run routes as depicted in



the Emergency Response Route Map on the following page. Also, devices located within neighborhoods will be designed to accommodate fire vehicles.

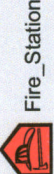


# Winter Park Emergency Response Routes

## Response Routes

2003 WFPD Route Study

2009 Public Works Study

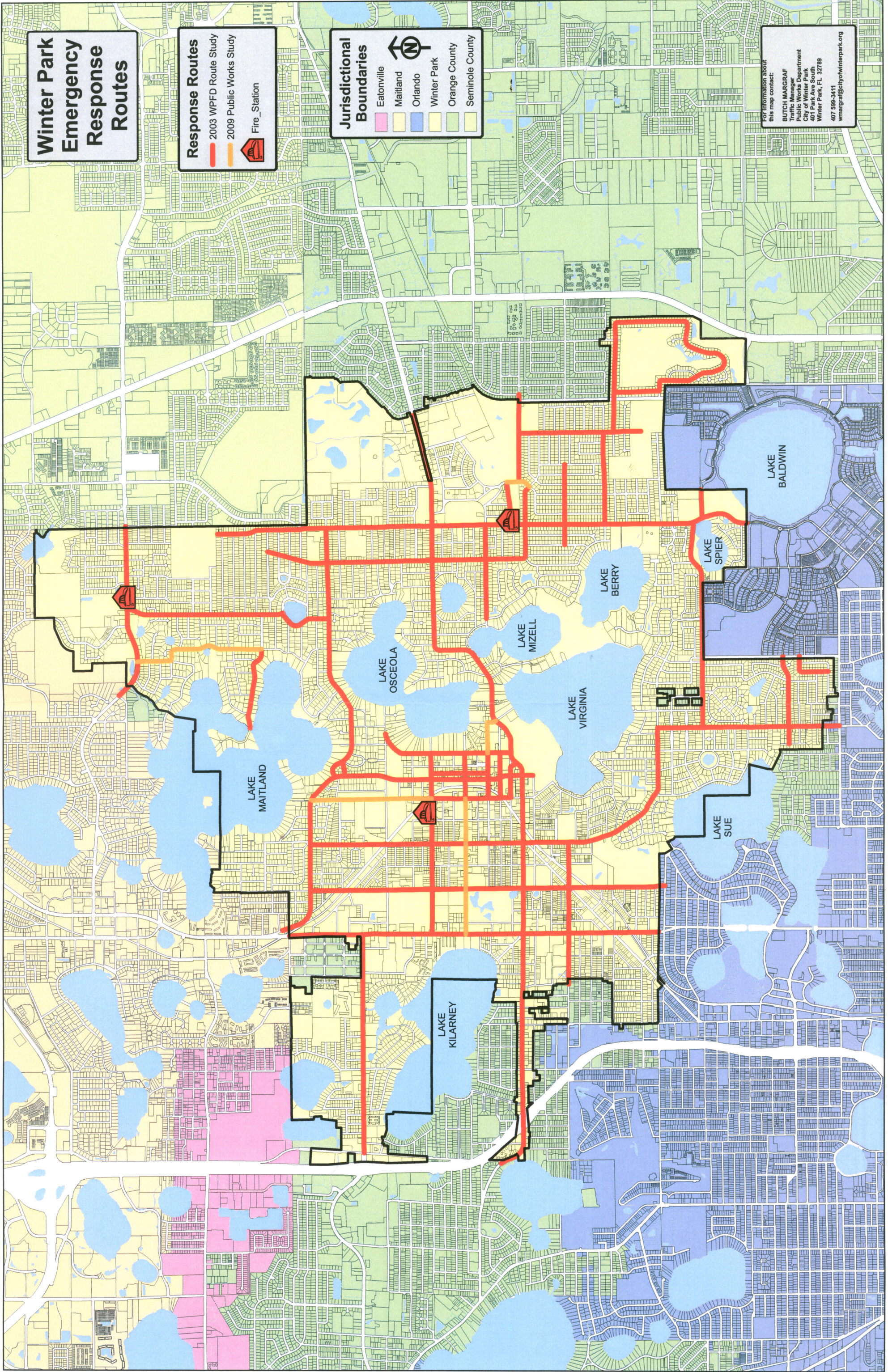


## Jurisdictional Boundaries

- Eatonville
- Maitland
- Orlando
- Winter Park
- Orange County
- Seminole County



For information about  
this map contact:  
BUTCH MARGRAF  
Traffic Manager  
Public Works Department  
City of Winter Park  
401 Park Ave South  
Winter Park, FL 32789  
407.599.3411  
wmargraf@cityofwinterpark.org





## SELECTION OF APPROPRIATE TRAFFIC CALMING DEVICES

When evaluating the various types of traffic calming devices that have been approved, it is important to keep in mind several, site-specific considerations including, but not limited to:

- Street type (i.e., local, collector, etc)
- The perceived problem, i.e. traffic volume and/or speed
- Emergency services route
- Pedestrian/bicyclist safety
- Grade/slope of the road
- Drainage
- Bus and truck routes

All of these issues must be considered as they can have a significant impact on the selection of a traffic calming device.

Table 3-1 shows a comparison of the approved traffic calming devices and highlights the pros and cons of the device, estimated cost, impacts to emergency services, noise impacts and safety impacts as well as other important factors.

**Traffic Calming Device Comparison Table 3.1**

Device	Reduces Traffic Speed?	Reduces Traffic Volume?	Emergency Impacts	Noise Impacts	Safety Impacts	Loss of Parking?	Est. Cost.
Speed Trailer Display	Yes	No	None	None	Maybe	No	\$500/day
Mid-Block Choker	Yes	Some	Some	Maybe*	Maybe	Maybe	\$8,000-\$25,000
Chicane	Yes	Some	Some	Maybe*	Maybe	Yes	\$15,000-\$35,000
Traffic Circle	Yes	Maybe	Some	Maybe*	Imp. Auto Safety	Yes	\$5,000-\$20,000

**Traffic Calming Device Comparison Table 3.1, Con't.**

Roundabout	Yes	Maybe	Some	Maybe*	Imp. Auto and Ped. Safety	Yes	\$15,000-\$100,000
Median Island	Maybe	Maybe	Some	Maybe*	Imp. Ped Safety	Maybe	\$5,000-\$50,000
Gateway/Entry Feature	Some	Some	None	Maybe*	Maybe	Maybe	\$2,000-\$50,000
Brick Street	Yes	Yes	Minor	Yes	None	None	\$200/ft of roadway
Speed Hump, Table, Cushion	Yes	Maybe	Yes	Maybe*	Imp. Bicycle Safety	Maybe	\$3000-\$10,000

*\*Noise impacts depend largely on the use of pavers/bricks.*

### **Stop Signs as Traffic Calming Devices**

One common misnomer is the use of “stop signs” as a traffic calming device. Stop signs are **not** an appropriate traffic calming device for several reasons. Studies have shown that they only reduce speeds within 150-200 feet of the sign, and mid-block speeds (between stop signs) may actually *increase*. Further, increased noise and air pollution emissions occur at stop signs. Finally, overuse of stop signs will eventually lead to motorists ignoring them or rolling through them – both behaviors create potentially dangerous situations. The main function of stop signs is to assign right of way and their installation is governed by the Manual of Uniform Traffic Control Devices (MUTCD).

*In order that examples of traffic calming could be provided the following 7 pages were utilized from a separate document.*



## SPEED TRAILER/DISPLAY

Not technically a traffic calming device, speed trailers are used primarily to reduce driver speeds, usually in residential neighborhoods although they are sometimes used on collectors and even arterials. The most common variety is a trailer-based display that combines a radar gun, a static speed limit sign and a variable message board (VMS) that displays the drivers' measured speed. It is also possible to have permanent installations that are either solar-powered or have a direct electrical connection.

### Advantages

- Effective at reducing speeds
- Potential educational benefits
- Encourages speed compliance

### Disadvantages

- Only effective when present and in use
- Should not be used in remote areas
- Some drivers may use it to "clock" high speeds

### Estimated Cost

\$500 per day (estimated); or, \$8,000 - \$10,000 for a permanent solar-powered installation.

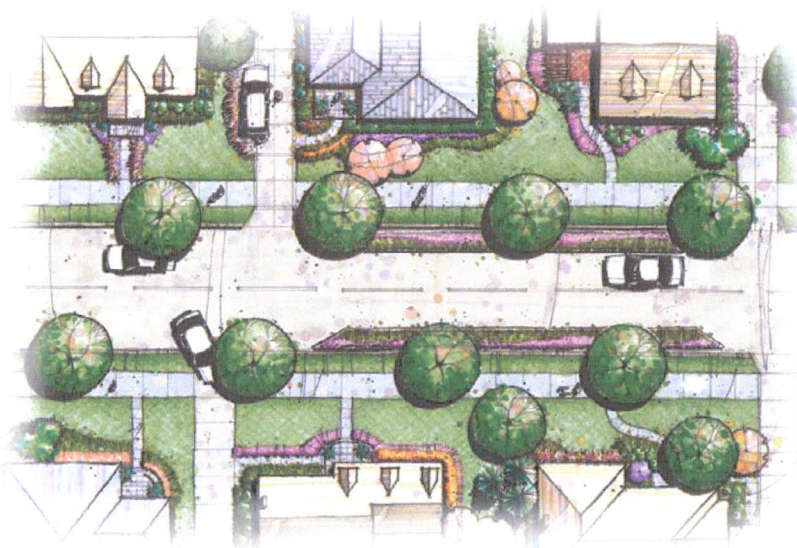


### Overall Assessment

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Reduces speed	No impacts	No impacts	No noise impacts	Minimal Pedestrian Improvements

## MID-BLOCK CHOKER

Mid-block chokers, also known as narrowings or pinch points, constrict the roadway forcing drivers to slow down as they enter a restricted environment. This is usually accomplished through the use of new islands with landscaping or through a widening of existing sidewalks. Chokers are most effective on wide-streets that are experiencing speeding issues. Chokers can reduce the street cross-section to two narrow lanes, often less than 24 feet in width, or further reduce it to one travel lane. One-lane chokers are currently uncommon in the United States, although Portland, Oregon uses them in their traffic calming program.



### Advantages

- Effective at reducing speeds and to lesser extent traffic volumes
- Provides landscaping and gateway opportunities
- Reduces pedestrian crossing width
- Does not restrict resident access
- Negotiable by large vehicles; i.e., fire trucks

### Disadvantages

- Requires elimination of on-street parking
- May cause drainage problems if not properly designed; increases maintenance issues
- May require bicyclists to merge with vehicular traffic

### Estimated Cost:

\$8,000 - \$25,000; varies depending on size of installation and type and amount of landscaping.



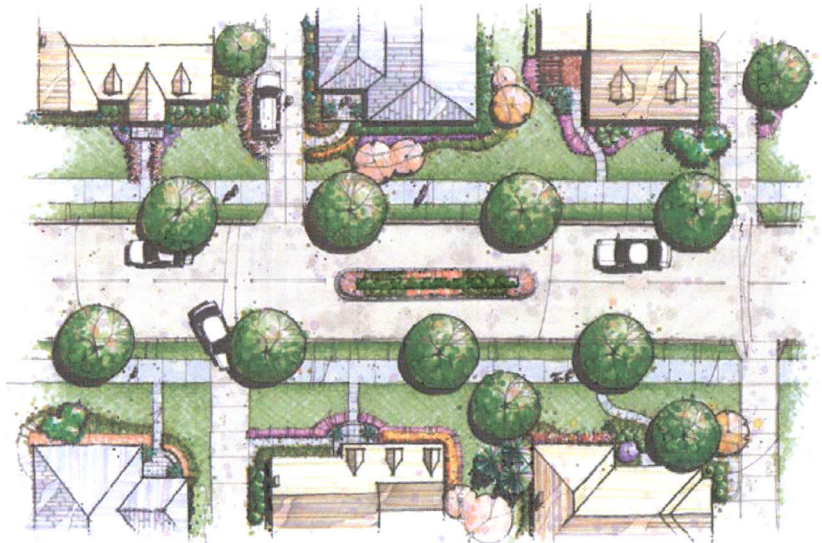
### Overall Assessment

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Reduces speed	Minor reductions	Minor impacts	Maybe, depending on pavement treatment	Improves pedestrian safety



## CENTER-ISLAND

Center islands are raised islands constructed along the centerline of the street so as to force drivers to deflect their travel path to the outside to accommodate the island. They function by narrowing the travel lanes and are also known as median islands. Center islands generally operate more effectively if they are not too long, at which point they can actually increase speeds. Sometimes known as “gateway islands”, these devices create significant opportunities for landscaping. If the island is constructed in conjunction with a cross-walk, they can act as a pedestrian refuge.



### Advantages

- May reduce traffic volumes
- Provides landscaping and gateway opportunities
- Can improve pedestrian crossing safety
- Can be aesthetically pleasing

### Disadvantages

- May require elimination of on-street parking
- May interrupt driveway access
- Limited speed reduction potential

### Estimated Cost:

\$5,000 - \$40,000; varies depending on size of installation and type and amount of landscape.



*City of Orlando Center Island*

### Overall Assessment

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
May reduce speeds	Reduces traffic volumes	Some impacts	Maybe, depending on pavement treatment	Improves pedestrian safety



## TRAFFIC CIRCLE

Traffic circles are generally raised islands that require drivers to make a horizontal deviation in their direction of travel, thereby forcing drivers to slow down as they maneuver around the circle.

Similar to roundabouts, traffic circles also require traffic to circulate in a counterclockwise motion. Yield signs are usually placed on all approaches to control traffic flows. They function by assigning rights-of-way among competing movements such as a through movement vs. a turning movement. They are generally used on local streets and collectors. They are not recommended for arterials.



### Advantages

- Effective at reducing speeds
- Does not restrict resident access
- Provides significant landscaping and gateway opportunities
- Generally low impact on emergency vehicles with the provision of a truck apron or other accommodating design
- Can calm two streets at once

### Disadvantages

- Can be somewhat costly
- May restrict left-turns by large vehicles
- May effect pedestrian and bicycle movements
- Maintenance of landscaping may be an issue

### Estimated Cost:

\$5,000 - \$20,000; varies largely depending on size of installation and type and amount of landscape and hardscape.



*City of Orlando Traffic Circle*

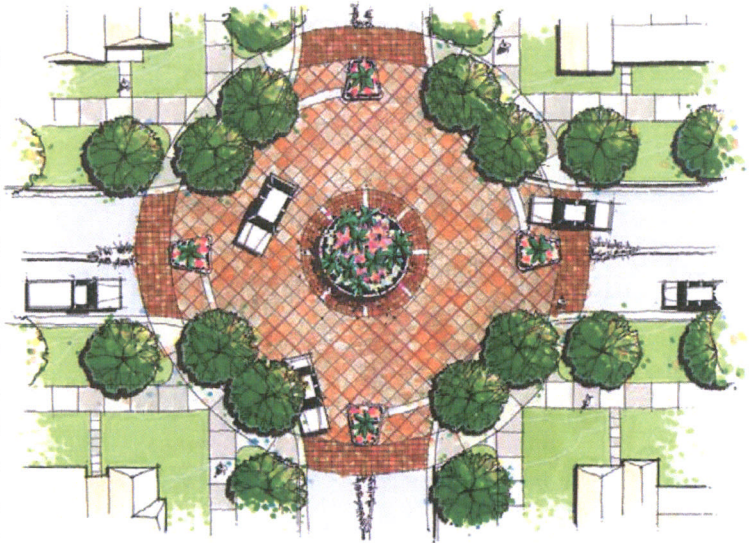
### Overall Assessment

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Effectively reduces speed	Potential reductions	Potential impacts	Maybe, depending of pavement treatment	Possible improvements



## ROUNABOUT

Roundabouts are a European import that requires traffic to circulate in a counterclockwise motion, generally around a raised center island. Roundabouts act as another type of traffic control similar to a stop sign or a traffic signal. They function by assigning rights-of-way among competing movements such as a through movement vs. a turning movement. They are generally used on collectors and sometimes on minor arterials. They are not recommended for major arterials. Roundabouts are a larger version of neighborhood traffic circles and usually have raised “splitter” islands to direct traffic into the roundabout. Generally, drivers already inside the roundabout have the right-of-way over drivers entering the roundabout from an approach street, requiring these drivers to yield the right-of-way. The provision of a truck apron, usually from bricks or other coarse materials, allows for large vehicles to traverse a roundabout while at the same time restricting passenger vehicles.



### Advantages

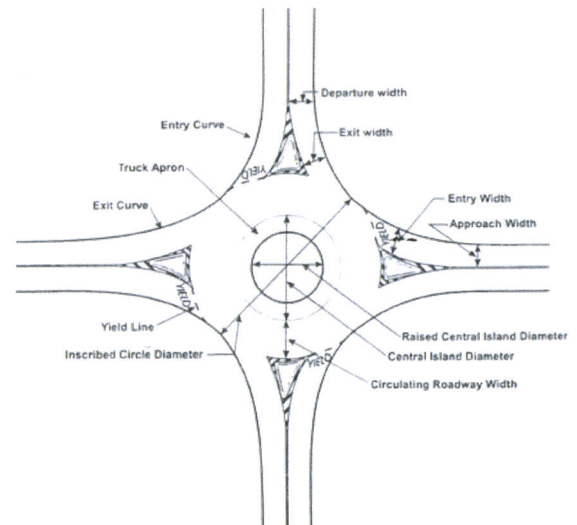
- Effective at reducing speeds
- Less expensive to operate than signals
- Provides significant landscaping and gateway opportunities
- Generally low impact on emergency vehicles with the provision of a truck apron
- Can be installed in place of a traffic signal or 4-way stop sign.

### Disadvantages

- Can be very costly
- May require right-of-way
- May restrict left-turns by large vehicles
- May effect pedestrian and bicycle movements
- Potential maintenance issues

### Estimated Cost:

\$15,000 - \$100,000; varies largely depending on size of installation and type and amount of landscape and hardscape.



*Typical roundabout design features*

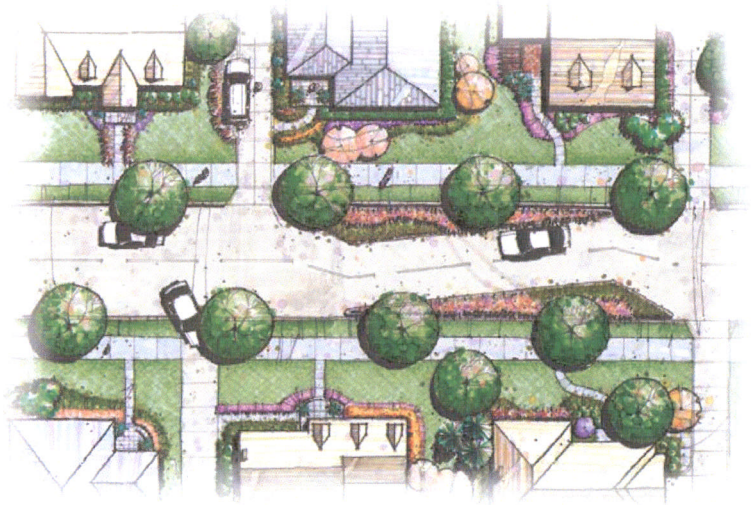
### Overall Assessment

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Effectively reduces speed	Potential reductions	Some impacts	Maybe, depending on pavement treatment	Substantial improvements

## CHICANE

A chicane is a curvilinear, S-shaped street configuration or alignment that forces drivers to perform additional maneuvering and shortens visual sight lines.

This type of device can either be constructed during the initial construction of the roadway, or as a retrofit installation within existing right-of-way, generally in an island configuration. This type of device is primarily used for speed control or reduction. Chicanes are also sometimes referred to as serpentine, deviations or as a reversed curve.



### Advantages

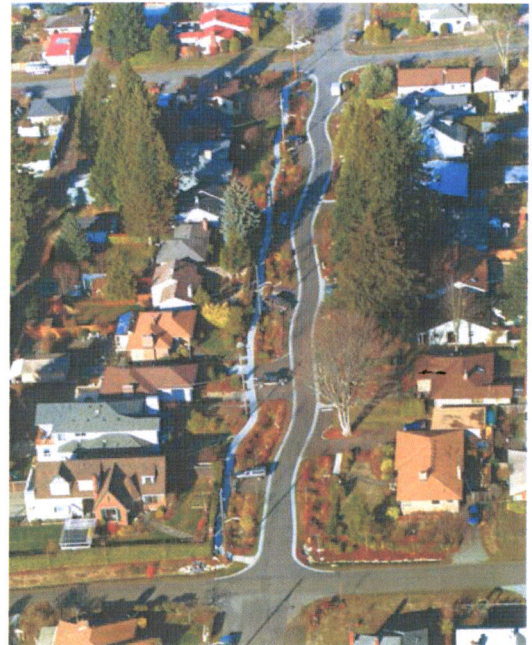
- Effective at reducing speeds
- Does not restrict resident access
- Provides landscaping opportunities
- Generally low impact on emergency vehicles

### Disadvantages

- Must be carefully designed to be effective
- Can be costly
- Potential loss of parking
- May require right-of-way
- Potential drainage concerns

### Estimated Cost

\$15,000 - \$35,000; varies largely depending on size of installation and type and amount of landscaping.



### Overall Traffic Assessment

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Effectively reduces speed	Potential reductions	Low impacts	No expected noise impacts	Possible improvements



## GATEWAY/ENTRY FEATURE

A gateway or entry feature generally consists of some combination of landscaping and architectural features such as columns, fences or statuary. They are primarily used to signify to drivers that they are entering a special area, usually a residential neighborhood. From a traffic calming perspective they are most effective when vertical elements such as trees or columns are combined with horizontal measures such as bulbouts or corner extensions.



### Advantages

- Promotes neighborhood identity
- Can discourage cut-through traffic
- Provides landscaping opportunities/aesthetically pleasing

### Disadvantages

- Minimal reductions in speed and volumes
- Can be costly
- Maintenance and irrigation requirements
- Potential drainage concerns

### Estimated Cost:

\$2,000 - \$50,000; varies largely depending on size of installation, whether architectural features are included and type and amount of landscaping .



*City of Winter Park Golf Course gateway*

### Overall Traffic Assessment

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Minimal reductions	Minimal reductions	Low impacts	No expected noise impacts	Possible improvements

## Brick Roads

Brick roads provide traffic calming through gentle vibration and increased road noise which provides feed back to the driver about travel speed. A separate process related to implementing these traffic calming devices has been previously developed call the “Neighborhood Street Bricking Policy.”



### Advantages

- Documented effectiveness at reducing traffic speeds and volumes.
- Provides opportunity to “right size” road to further enhance effectiveness.
- Provides aesthetic improvement to street.
- Limited effect on emergency response

### Disadvantages

- Cost – typical cost is \$200 per centerline foot for 2 lane road
- Increased noise along roadway

### Overall Assessment

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Effectively reduces speed	Reductions volume	Minor Impacts	Increase in noise	Improvement through speed reduction.



## Speed Humps

This device is a raised asphalt ramp installed across the entire width of a roadway. It is 6-feet long with a parabolic cross section. Speed humps are typically between 3 to 4 inches high. “Speed Hump” signs are placed on both sides to warn motorists. These devices provide traffic calming through



### Advantages

- Documented effectiveness at reducing traffic speeds and volumes.

### Disadvantages

- Indicates a traffic concern for this neighborhood
- Increased noise at the speed hump
- Affects all vehicles including emergency vehicles

### Overall Assessment

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Effectively reduces speed	Reduces volume	Impacts Response Times	Increase in noise	Improvement through speed reduction.

## SPEED TABLE

This device is a raised asphalt ramp installed across the entire width of a roadway. It is 22-feet long, with a 10-foot flat section in the middle and 6-foot ramps on the ends. Speed tables are typically between 3 to 4 inches high. “Speed Hump” signs are placed on both sides to warn motorists.

### Advantages:

- Effectively reduces vehicle speeds
- Less severe than the 6-foot speed humps
- Preferred by Fire Department over speed humps.
- Does not pose problems for bicyclists or motorcyclists, except at high speeds.
- Relatively inexpensive to design, install and maintain.

### Disadvantages:

- Slows emergency vehicles.
- May increase noise and car emissions near tables.
- May divert traffic to parallel streets.
- Location and spacing is limited by existing features such as driveways, intersecting streets, drainage patterns and utilities.

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Effectively reduces speed	Reductions volume	Minor Impacts	Increase in noise	Improvement through speed reduction.

## SPEED CUSHION

Speed Cushions are modular devices that are made up of a number of smaller components constructed of high quality recycled rubber to reduce the speed of motorized vehicles. Spacing and locations consistent with speed tables.



### Advantages:

- Effectively reduces vehicle speeds.
- Does not greatly affect Emergency vehicles.
- Can reduce vehicular volumes.
- Relatively inexpensive to design, install and maintain.
- Does not pose problems for bicyclists or motorcyclists, except at high speeds.

### Disadvantages:

- Increases noise near speed humps.
- May divert traffic to parallel streets.
- Not aesthetically pleasing.

<i>Speed Impacts</i>	<i>Traffic Volume Impacts</i>	<i>Emergency Vehicle Impacts</i>	<i>Noise Impacts</i>	<i>Safety Impacts</i>
Effectively reduces speed	Reductions volume	Minor Impacts	Increase in noise	Improvement through speed reduction.



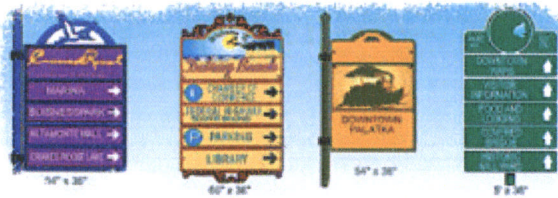


## Section IV

### Wayfinding Sign Program

Destination guide (wayfinding) signs installed on state, county and city streets are intended to provide guidance and confirmation to our City's government offices, recreational, cultural, and commercial attractions, and colleges, universities, and vocational schools to which motorists may travel long distances to visit. Wayfinding signs help motorists navigate to their destinations. Because of the many sign requests received by Winter Park criteria has been developed to qualify destinations for signing which the City will fabricate, install, and maintain. The Federal Highway Administration's (FHWA) Manual of Uniform Traffic Control Devices (MUTCD) limits the number of destinations permitted per wayfinding sign to minimize the time eyes are off the road and distractions from the driving.

Destinations to which municipalities and counties may offer wayfinding signs are limited through the FDOT. These destinations include facilities such as: high schools, town halls, libraries, and local parks. As an extension of their community identity, municipalities may also replace standard white-on-green geographic identification guide signs with custom "Welcome" (place name) signs at their jurisdictional boundary lines.



The basic criteria developed by the FDOT leaves a prominent gap in destination/directional signing, limiting the venue to civic, cultural, visitor, historic, and recreational facilities having local significance as well as interest to tourists unfamiliar with local roads.

As the FDOT Districts were approached by local jurisdictions to permit wayfinding signs, several wayfinding plans were approved in the absence of a statewide definition. Tallahassee, Jacksonville, Delray Beach, and Lakeland were the first at providing signs and symbols to create community identity and help travelers find their way from place to place.

The first official wayfinding sign entry appeared in the Millennium Edition of the MUTCD; and with this came a call for standardization of the criteria for this type of sign program. The FHWA prohibits the use of different color sign backgrounds to provide color-coding of destinations and

requires that the color-coding shall be accomplished by the use of different colored square or rectangular panels on the face of the guide signs. On June 23, 2006, the FDOT received approval for an FHWA Request to Experiment to perform an "Evaluation Study on Wayfinding Signs for the State of Florida." Florida's approved wayfinding standards allow the use of different color backgrounds, which is currently different from Section 2D.03 of the MUTCD. Therefore, Florida must receive approval from the FHWA prior to any sign installations. This request to experiment will be handled through the State Traffic Engineering and Operations.



The FDOT, in cooperation with the Florida League of Cities, developed statewide criteria for wayfinding signs on our State Highway System. These standards (Rule Chapter 14-51, Part V, F.A.C., Florida's Highway Guide Sign Program) provide local governments with the flexibility to design their own wayfinding sign system while still maintaining federal and state sign standards in order to safely guide motorists to their destinations. Wayfinding signs to be installed in the FDOT's maintained right-of-ways must be designed in conformance with the same legibility and retro-reflectivity requirements as standard highway guide signs.

The development of a great wayfinding system involves a collaborative effort to address elements of city-specific characteristics, civic visual identity, and aesthetics to the project's total environmental communication. Community should endeavor to create consistent navigation clues in their public places. Identifying destinations and then information sequencing defines a wayfinding system's success or failure. Graphics placed on signs, color coding, maps, banners, brochures, and Web sites, can be used to provide orientation, direction, identification, and regulatory information.

When a sign lacks clarity due to illegible lettering when viewed from a distance, or if it contains an inaccurate, ambiguous message, or if it doesn't meet drivers' expectations in format, then the sign design can cause navigation and safety problems. The FDOT's primary consideration rests on presenting motorists with the information they need to navigate, and promoting safety.

**"Wayfinding Sign"** means a directional guide sign that guides the traveling public to key civic, cultural, visitor, and recreational destinations within a specific region.

**"Wayfinding Sign System Plan"** means the location area, design, engineering, and sign plan submitted to the Department for approval.







## Appendix A - Winter Park Roads Functional Classifications

The functional classifications for the roadways within Winter Park are listed in Table 2-2 from the Transportation Element of the Comprehensive Plan.

<b>Table 2-2: Functional Classification of Roads within Winter Park</b>	
<b>Roadway</b>	<b>Functional Classification</b>
Interstate 4	Limited Access Freeway
Fairbanks Ave/Osceola Ave/ Brewer Ave/Aloma Avenue (SR 426)	Principal Arterial
Lee Road (SR 423)	Principal Arterial
Orange Ave (SR 527)	Principal Arterial
Orlando Ave (US 17-92)	Principal Arterial
Glenridge Way	Collector
Howell Branch Road	Collector
Lakemont Avenue	Collector
Clay Avenue	Collector
Denning Drive (N. of Orange Ave)	Collector
Morse Boulevard	Collector
New York Avenue	Collector
Palmer Avenue	Collector
Park Avenue	Collector
Pennsylvania Ave / Lake Sue Ave	Collector
Temple Drive	Collector
Webster Avenue	Collector
Winter Park Road	Collector
Cady Way	Collector
Alabama Drive	Collector
Canton Avenue	Collector
Holt Avenue	Collector
Minnesota Avenue	Collector
Mizell Avenue	Collector
Perth Lane	Collector
Interlachen Avenue	Collector
New England Avenue	Collector
All Other Roads	Local



## **Appendix B - Supporting Documents**

State of Florida Statutes, Chapter 316

<http://www.leg.state.fl.us/Statutes/>

Winter Park Code of Ordinances, Chapter 98, Traffic and Vehicles

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

2009 City Comprehensive Plan, Chapter 2, Transportation Element GOP

[http://www.cityofwinterpark.org/Pages/Departments/Planning/Planning\\_and\\_Zoning/Comprehensive\\_Plan.aspx](http://www.cityofwinterpark.org/Pages/Departments/Planning/Planning_and_Zoning/Comprehensive_Plan.aspx)

Federal Highway Administration

<http://www.fhwa.dot.gov/>

Manual On Uniform Traffic Control Devices (MUTCD)

[http://mutcd.fhwa.dot.gov/htm/2003r1r2/html\\_index.htm](http://mutcd.fhwa.dot.gov/htm/2003r1r2/html_index.htm)

Florida Department of Transportation

<http://www.dot.state.fl.us/>

Florida Roadway Design Standards

<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>

Florida Plans Preparation Manual

<http://www.dot.state.fl.us/rddesign/PPMManual/PPM.shtm>

Florida Greenbook

<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>

Speed Zoning for Highways, Roads, and Streets in Florida

[http://www.dot.state.fl.us/TrafficOperations/speedzone/speed\\_zone\\_manual.pdf](http://www.dot.state.fl.us/TrafficOperations/speedzone/speed_zone_manual.pdf)

Florida Drivers Handbook

[http://www.dmv.org/fl-florida/english\\_handbook.pdf](http://www.dmv.org/fl-florida/english_handbook.pdf)

## Appendix C - TRAFFIC CALMING IMPROVEMENTS APPLICATION

The purpose of this form is to request traffic calming improvements in accordance with the City of Winter Park Neighborhood Traffic Calming Policy. Please list only one street for which traffic calming is requested. A separate application(s) is required for each additional street. Please mail or deliver the application(s) to the following address:



Traffic Manager  
Public Works Department  
180 W Lyman Ave  
Winter Park, Florida 32789  
Phone: (407) 599 - 3233

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

Name of Street and approximate limits/cross streets: \_\_\_\_\_

Description of traffic or safety issues. Attach additional pages or sketches, if necessary.

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Name of Neighborhood/Homeowner Association (if applicable):

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Names of at least three residential property owners who also reside at the address in your neighborhood who agree to actively participate in the traffic calming project. Indicate the individual who will be serving as the primary point of contact.

Printer Name	Address	Phone Number
1.		
2.		
3.		
4.		
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**Please do not write below this line: City Use Only**

Date Received: \_\_\_\_\_ Project Number: TC-\_\_\_\_\_



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 28, 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. Micheline Kramer approached the Public Art Advisory Board 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 inches high x 80 inches wide x 60 inches deep painted welded aluminum. The artist's bio and a photo of the artwork follow. Ms. Kramer would generously like to give the artwork to the city for the enjoyment of the public. Former PAAB member and current City Commissioner Tom McMacken and Parks Director John Holland met at the proposed site in 2009 when the discussion was initiated and agreed that the site could support the sculpture on a concrete pad. On Friday, February 18, PAAB Chairman Joe Roviario and staff met with Mr. Ron Hightower, operator of the Scenic Boat Tour. Mr. Hightower preferred locating the sculpture in a landscaped area across the Boat Tour walkway to the west of the first suggested site. This space between the masonry wall at the end of Morse Boulevard and the walkway to the Boat Tour, would keep the view of Lake Osceola more open and the slope of the land may make installation more secure. The PAAB is developing an Art on the Lakes guide 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. An example of a lakeside art tour are the recent special Art Fest weekend trips organized by Terry Olson from Orange County Arts and Cultural Affairs when over 100 attendees filled six boats for a tour of the artworks visible from the lakes.

## 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 as needed.
- 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.

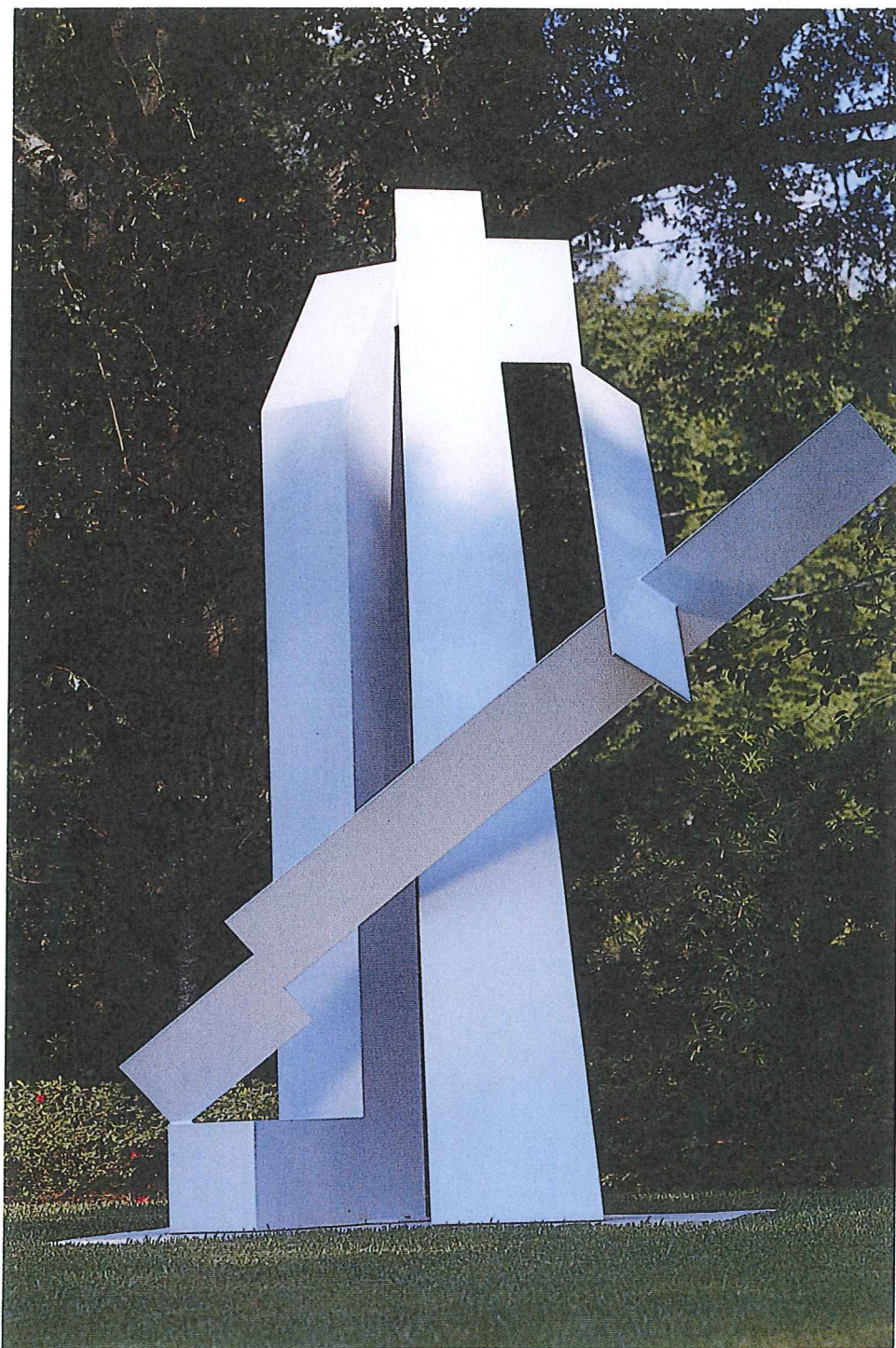
### **long-term impact**

*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.

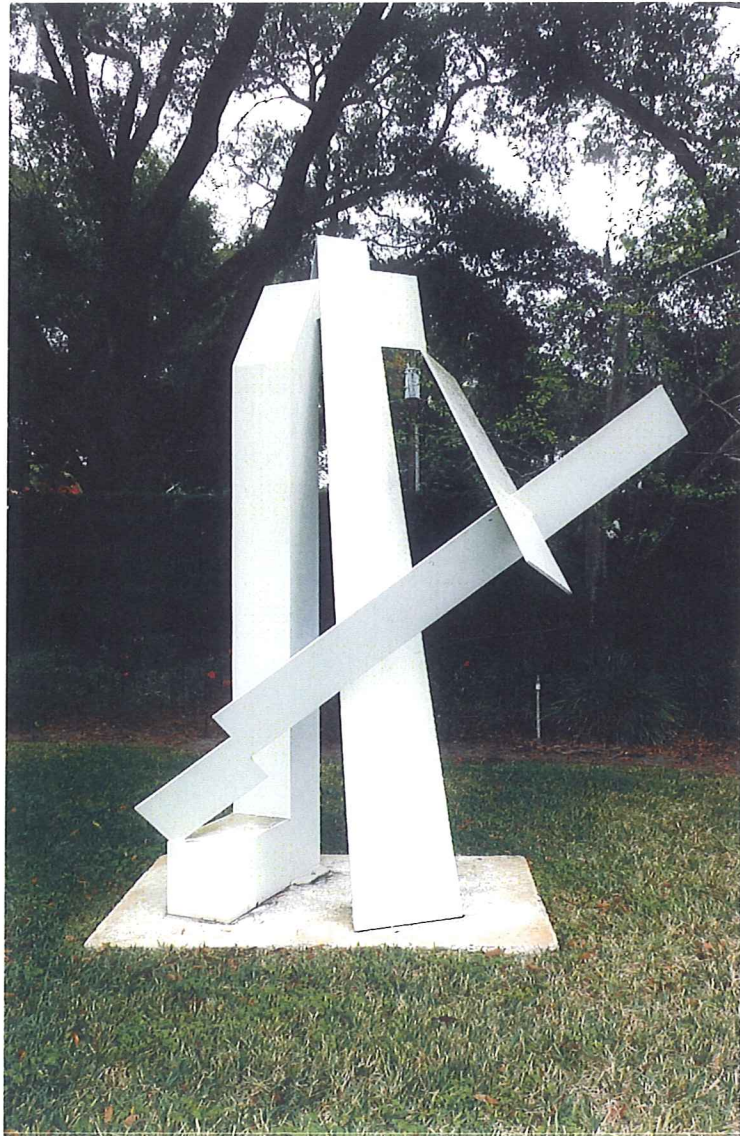




**White "A"**

1993 Painted welded aluminum

111" x 80" x 60"



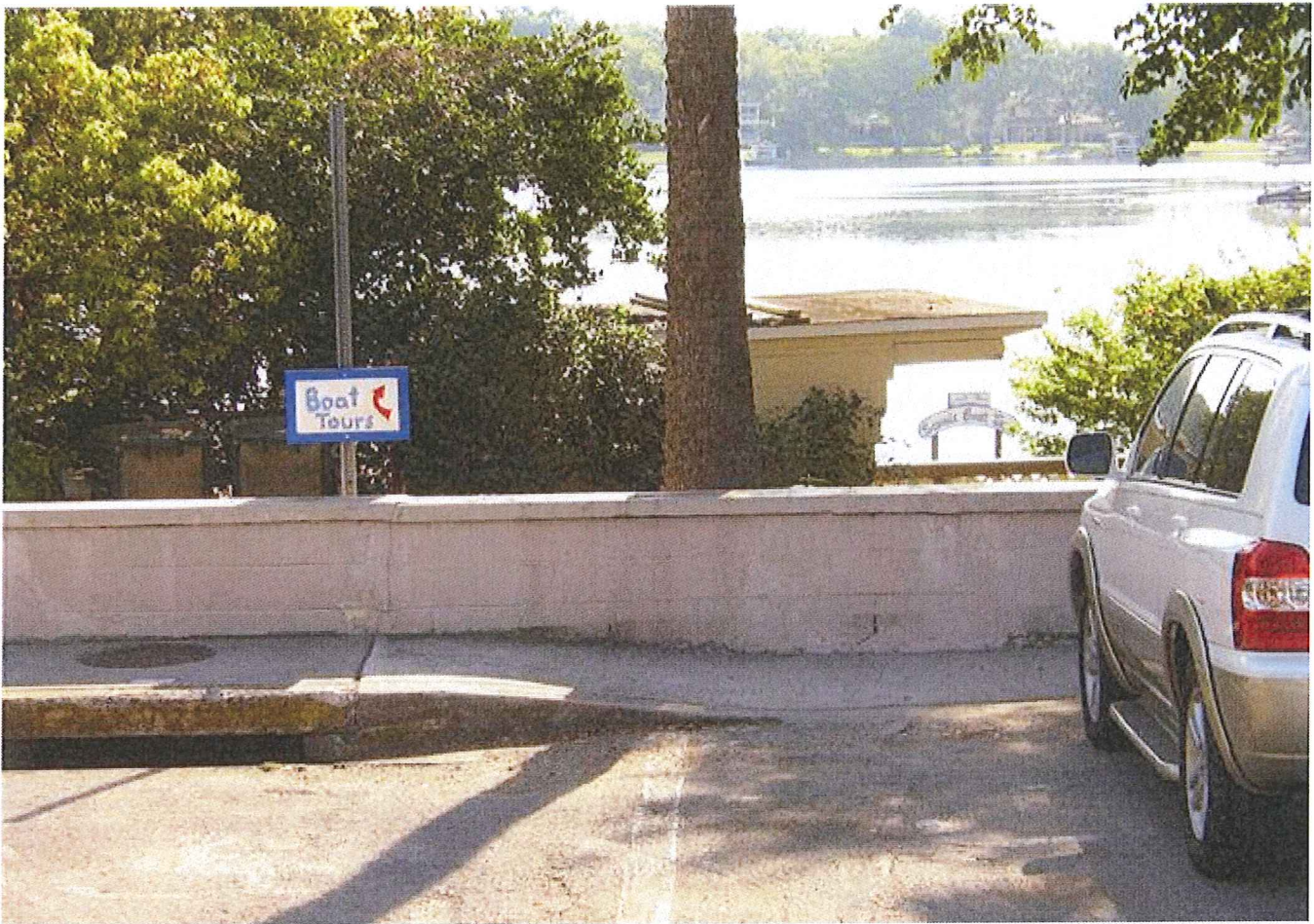










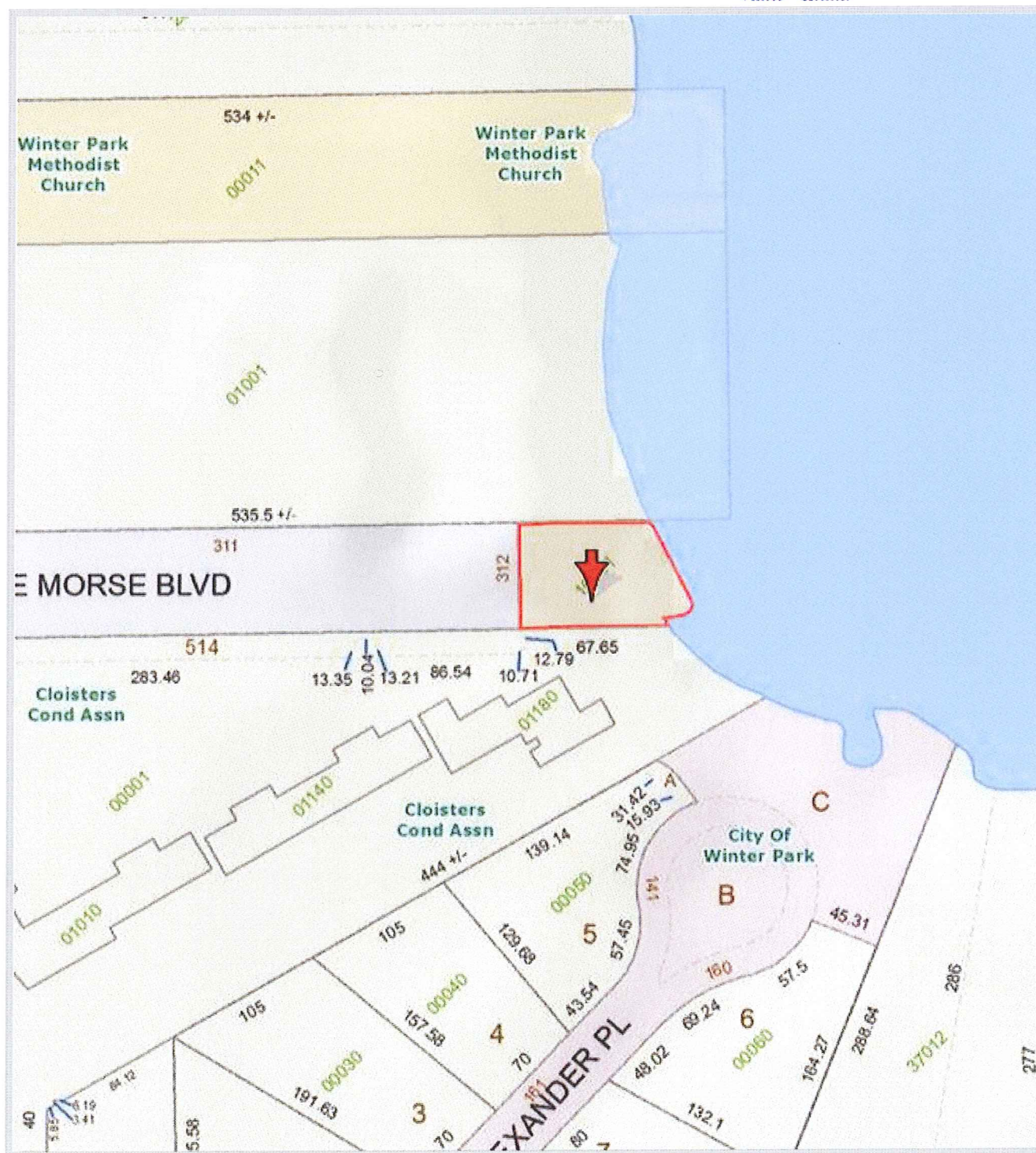


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PRINT CONTACT

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# 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  
Provincial 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 28, 2011
prepared by	David Zusi	approved by	<input checked="" type="checkbox"/> City Manager
department	Water & Wastewater Utilities		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N/A
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote

## subject

Recycling Pilot Test Project

## motion | recommendation

Recommend that the Commission defer the pilot testing of the revised recycling program.

## background

Several months ago the Commission considered a test program to modify the residential garbage collection schedule from:

Garbage 2 X each week		Garbage 1 X each week
Recycling 1 X each week (using bins)	to:	Recycling 1 X each week (using carts)
Yard waste 1 X each week		Yard waste 1 X each week

The goal was to increase the size and volume of the recycling container and offset the increase with a reduction in the garbage to one time per week. Information about the proposed test program was distributed to homeowners associations and two communities responded with interest. Some interest was expressed by the Green Oaks Association and a portion of the College Quarters Association (approximately 70 homes). Only the College Quarters Association could assure uniform participation of their test area. Discussions with the City Attorney indicated that it could be discriminatory to require an area to participate in a test, against their will, that is not applied uniformly across the City. Further, staff is concerned that the lack of interest may be an indication that the citizens are not ready for such a change.

## alternatives | other considerations

In order to both educate our customers of options available and make advances toward our green initiatives, the City is producing several outreach pieces about the existing opportunity to use the larger recycling carts at a minimal monthly cost.

- March/April Newsletter
- March utility bill
- Website

### **fiscal impact**

There is no fiscal impact to the City in either the pilot test or the use of larger carts by residents. There is a nominal monthly cost to residents if they choose to use the recycling cart system instead of the bins (\$2.32/month).

### **long-term impact**

The long term impact of either approach is to reduce the amount of garbage that is directed to landfills and offset that with increased recycling.

### **strategic objective**

Quality environment.





# city commission public hearing

item type	Public Hearing	meeting date	February 28, 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 and Bryan Avenue

## motion | recommendation

Approve Confirming and Declaring resolutions calling for the City of Winter Park City Commission to convene as a Equalization Board pertaining to the undergrounding of electric/CATV facilities in the area of North Phelps Avenue and Bryan Avenue. Staff recommendation is to approve resolutions.

## 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. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, PURSUANT TO CHAPTER 170.03, FLORIDA STATUTES, CONFIRMING THE SPECIAL ASSESSMENTS FOR THE UNDERGROUNDING OF ELECTRIC/CATV (BHN) FACILITIES WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF PROPERTIES ADJACENT TO NORTH PHELPS AVENUE AND BRYAN AVENUE, GENERALLY DESCRIBED AS THOSE PROPERTIES ADJACENT TO NORTH PHELPS AVENUE AND BRYAN AVENUE, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Winter Park, Florida has determined and does hereby determine, to make and fund certain public improvements and municipal services authorized by Section 170.01 and 170.201, Florida Statutes, consisting of undergrounding electric/CATV (BHN) facilities, generally described as adjacent to those properties on North Phelps Avenue and Bryan Avenue, more specifically indicated hereafter, such public improvements to be hereinafter referred to as the “Project”; and

**WHEREAS**, a portion of the expenses of the Project are to be defrayed by special assessments; and

**WHEREAS**, Section 170.07, Florida Statutes, requires that a public hearing be conducted with respect to the special assessment roll which has heretofore been filed with the City Clerk; and

**WHEREAS**, Section 170.08, Florida Statutes, requires that at said public hearing the City Commission of the City of Winter Park meet as an equalizing board to hear and consider any and all complaints as to such special assessments; and to adjust and equalize the said assessments when necessary on a basis of justice and right; and

**WHEREAS**, the City Commission of the City of Winter Park has met as such equalizing board and has heard and considered all complaints as to such special assessments raised by the owners of property to be assessed and other interested persons.

**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, after hearing and considering all complaints brought before it as to the special assessments to be charged against property owners for the undergrounding of electric/CATV (BHN) facilities and funding of capital improvements consisting of undergrounding of electric/CATV (BHN) facilities along North Phelps Avenue and Bryan Avenue, does hereby approve and confirm the special assessments as contained in the Special Assessment Rolls filed with the City Clerk of the City of Winter Park.

**Section 2.** By being so approved and confirmed, such assessments shall become legal, valid and binding first liens, upon the property against which such assessments are made, until paid.

**Section 3.** The City Clerk shall cause such approved and confirmed special assessments to be duly recorded in a special book to be known as the “improvement lien book”. The record of the lien in said book shall constitute prima facie evidence of its validity.

**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 28th day of February, 2011.

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Kenneth W. Bradley, Mayor

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

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, PURSUANT TO CHAPTER 170, FLORIDA STATUTES, DECLARING THAT THE CITY IS TO FUND CAPITAL IMPROVEMENTS IN AND FOR THE CITY, TO-WIT: UNDERGROUND ELECTRIC/CATV (BHN) FACILITIES ALONG NORTH PHELPS AVENUE AND BRYAN AVENUE FURTHER DECLARING THAT THE COST OF SAID IMPROVEMENTS SHALL BE PAID BY SPECIAL ASSESSMENTS LEVIED AGAINST REAL PROPERTY SPECIALLY BENEFITTED BY SAID IMPROVEMENTS ; SPECIFYING THE MANNER OF AND TIME FOR PAYING THE SPECIAL ASSESSMENTS; AND INVITING THE PUBLIC TO REVIEW THE PROJECT PLANS AND SPECIFICATIONS AND THE ASSESSMENT PLAT, ALL OF WHICH ARE ON FILE AT THE OFFICE OF THE CITY CLERK OF THE CITY OF WINTER PARK; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Winter Park, Florida has established a policy for undergrounding electric/CATV (BHN) facilities within the City; and

**WHEREAS**, the owners of the requisite number of lots within the area along North Phelps Avenue and Bryan Avenue have requested the undergrounding of electric/CATV (BHN) facilities, and

**WHEREAS**, Section 170.201, Florida Statutes, allows the City Commission of the City of Winter Park to levy and collect special assessments to fund capital improvements and municipal services; and

**WHEREAS**, the expenses of the electric/CATV (BHN) undergrounding project are to be defrayed by special assessments; and

**WHEREAS**, Sections 170.03 and 170.201, Florida Statutes, establish procedures to be followed by the City of Winter Park prior to commencement of the Project.

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

**Section 1.** The City of Winter Park shall provide public improvements consisting of the undergrounding of electric/CATV (BHN) facilities in the area



described as, North Phelps Avenue and Bryan Avenue. The exact location and description of such improvements and municipal services appear upon the plans and specifications on file with the Electric Utility Department of the City of Winter Park.

**Section 2.** The estimated cost of this improvement to be paid by special assessments is \$3,473.00 (electric) and \$1,179.00 (BHN), representing an estimated unit cost of \$868.00 (electric) and \$295.00 (BHN) per adjacent parcel, which will be paid by special assessments established by the City Commission of the City of Winter Park in accordance with the provisions of Chapter 170, Florida Statutes. Such assessments, when established, the amount of the first year's assessment, and the method and schedule for payment, are as set forth on Schedule A attached hereto, and may be paid to the city as follows:

In cash without interest, at anytime within 30 days after the aforesaid improvement has been completed, or

In ten (10) equal annual installments of principal and interest accrued at the rate of 4.25% per annum for electric undergrounding and prime interest for CATV (BHN) undergrounding, such payments to commence upon the approval of the resolution and submittal to the appropriate agency(s) for inclusion in the tax roll(s) and annually there-after.

If such annual installments are not paid when due, there shall be added a penalty of one percent (1%) thereof per month until paid. Such assessments shall constitute liens, and shall be enforceable as provided in Chapter 170, Florida Statutes.

**Section 3.** The lands upon which the aforesaid special assessments shall be levied shall be all lots and lands adjoining and contiguous or bounding and abutting within the described Neighborhood Electric Assessment District (NEAD) improvements which are specially benefitted thereby and further designated by the assessment plat herein provided for.

**Section 4.** The public is invited to review the assessment plat, the plans and specifications, and the estimate of the cost of the Project, all of which are on file with the City Clerk of the City of Winter Park, Florida, all as required by Chapter 170, Florida Statutes.

**Section 5.** This Resolution shall be published once in a newspaper of general circulation published in the City of Winter Park, Florida.

**Section 6.** 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 28th day of February, 2011.

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

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