



city commission agenda

Regular Meeting

3:30 p.m.
June 13, 2011
Commission Chambers

commissioners		mayor		commissioners	
seat 1	Steven Leary	seat 2	Sarah Sprinkel	seat 3	Carolyn Cooper
			Kenneth W. Bradley	seat 4	Tom McMacken

welcome

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

meeting procedures

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

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

1	Meeting Called to Order	
2	Invocation Elder Alvin Green, United Church of God by Faith Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report a. Mayor's board appointments	Projected Time 5 minutes
5	City Manager's Report	Projected Time 5 minutes
6	City Attorney's Report a. Post Office box update	Projected Time 10 minutes

7 Non-Action Items	Projected Time
a. Legislative update	20 minutes
b. Presentation by Chief Railey on the Data Driven Approaches to Crime and Traffic Safety (D.D.A.C.T.S.) model being used by the Police Department for more effective and efficient deployment of personnel.	10 minutes
c. Civility Pledge (suggestions from Ethics Board)	15 minutes
8 Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	Projected Time
9 Consent Agenda	Projected Time
<ul style="list-style-type: none"> a. Approve the minutes of 5/23/11. b. Approve the modification to the minutes of 5/9/11. c. Approve the following purchases and contracts: <ul style="list-style-type: none"> 1. Blanket Purchase order to SSNOCWTA for June – September 2011) Operation & Maintenance; Depreciation; \$622,776.72 2. Blanket Purchase Order to Waste Pro of Florida for May-September 2011 Residential Garbage, Yard Waste & Recycle Services; \$802,000 3. After-the-Fact Purchase Order to ENCO Utility Services for payment of April 2011 fees; \$316,595.63 4. Blanket Purchase Order to ENCO Utility Services for Professional Services (May – September 2011); \$1,500,000 5. Task Order 2011-01 to CH2MHill for Fairbanks Avenue Roadway Wastewater System Improvements – Bidding Services & Services During Construction. Approval includes authorization of payment of monthly invoices for actual hours worked; \$903,448 6. Amendment #1 to IFB-29-2010 to Dry Cleaning Services for Police uniforms with American Cleaners of Winter Park and authorize the Mayor to execute Amendment #1 7. Authorize the Mayor to execute the Service Agreement and Letter of Authorization to GeoStar Consulting Co. for audit of telecommunications systems and invoices, gas and electric invoices, and all electronic transaction processing services d. Award IFB-9-2011 to GE Prolec Transformers Inc. for the purchase of Power Transformer (Canton Avenue Substation T-2); \$963,411 e. Approval to officially record the sanitary sewer easement granted to the City in 2004 and the Development and Easement Agreement for 121 Garfield Avenue f. Approve the waiver for RideGreen Scooters LLC to park up to three scooters outside each premises (700/704 W. Fairbanks) for a total of six scooters 	5 minutes

10 Action Items Requiring Discussion	Projected Time
a. Official City flag objective and public participation process	15 minutes
11 Public Hearings	Projected Time
a. Ordinance -Advisory Board membership and roles (2)	10 minutes
b. Request of Winter Park Redevelopment Agency LTD for property at 400 West New England Avenue: (Quasi-Judicial hearing)	
- Ordinance -Changing the existing zoning of Commercial (C-3A) District to Commercial (C-2) District (2)	10 minutes
c. Request of Backworks, Inc.: (Quasi-Judicial hearing)	
- Ordinance -Amending the official zoning map to change the existing zoning of Parking Lot (PL) District to Office (O-2) District and Single Family (R-1A) to Parking Lot (PL) at 1605 West Fairbanks Avenue (1)	20 minutes
d. Resolution -State of Florida Department of Transportation Joint Participation Agreement 426791-1-94-01 for the reconstruction of the Winter Park Train Station/Amtrak Station	10 minutes
e. Ordinance -Authorizing lease purchase agreement not to exceed \$1,750,000 for the acquisition of Trane Air Conditioning and Lighting System (1)	10 minutes
12 City Commission Reports	Projected Time
a. Commissioner Leary	
b. Commissioner Sprinkel	
c. Commissioner Cooper	
d. Commissioner McMacken	
e. Mayor Bradley	10 minutes each

appeals & assistance

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

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

5.12 **TERM** **ID** **First Name** **Last Name** **Home Address** **City**

COMMUNITY RE-DEVELOPMENT ADVISORY BOARD

1 2011-2014 156 **Daniel** **Butts** 120 W. Reading Way Winter Park

PARKS AND RECREATION BOARD

Alternate,
1 2011-2013 124 **Michael** **Palumbo** 559 OAK-RESERVE LN WINTER PARK

TREE PRESERVATION BOARD

1 **Planning & Zoning**
2 **Parks & Recreation**
3 **Board of Adjustment**
Alternate,
4 2011-2013 117 **Christine** **Menkin** 1885 Temple Drive Winter Park

UTILITIES ADVISORY BOARD

1 139 **Gregory** **Seidel, P.** 1250 Richmond Road Winter Park

FIRE PENSION BOARD

Re-appoint,
1 2011-2013 **Asst. Chief**
Pat **McCabe**
Re-appoint,
2 2011-2013 **Tony** **Grey**

POLICE PENSION BOARD

Re-appoint,
1 2011-2013 **Det. Murray** **Daniel**

Mayor's Appointments - June 13, 2011

Re-appoint,
2 2011-2013

Sandy

Modell



city commission city manager's report

item type Non-Action Item

meeting date June 13, 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	date
Pensions	Staff is reviewing the new legislation and working with our consultant to develop proposed changes to the Plans.	July/August
Lee Road Median Update	City has addressed FDOT comments and is working with our landscape architect to finalize the plans.	Dependent on acceptance of our responses.
Pro Shop Renovation	The project is underway.	Anticipate completion in August 2011
Community Center	We expect to get the report from GreenPlay on programming by the end of July. Turner estimates construction completion by the end of July, move-in during August and a soft opening in September.	Up and running in September
Park Ave Area Task Force	Update coming to the CRA June 27 th . Unveiling of logo and tagline coming to CRA June 27 th .	June 27th
Fairbanks Improvement Project	The 90% drawings have been submitted to FDOT and we expect comments within 10 days.	Project should be out to bid by the end of July and Construction should begin in September.

Fairbanks/Orange/Pennsylvania	Traffic signal foundations have been completed. Waiting on mast arm delivery. Sidewalks are substantially complete.	Total project should be complete by the end of June.
ReLeaf	Contract has expired and the city is in the process of rebidding. The northeast quadrant is the only remaining quadrant to be done.	Bid should be out by the end of June.
Refunding of G.O. Bonds	The best bid on the bonds came from Citigroup with a bid of 2.27%. This will result in a net present value savings of 11.2% or \$854,000 over the remaining life of the bonds.	Closing held June 6 th .
Hazardous Waste	Another round of comments have been forwarded to the County for review. We have requested and received permission to temporarily allow Winter Park residents to use the Orange County HHW disposal facility while the details of the Interlocal Agreement are being finalized.	Anticipated agreement to City Commission at the first meeting in July.

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



city commission agenda item

item type	Non-Action Item	meeting date	June 13, 2011
prepared by department division		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	3-0 final vote

subject

Civility Pledge

motion | recommendation

Commission discussion whether to accept the following civility pledge:

*I will be civil in my public discourse and behavior.
I will be respectful of others whether or not I agree with them.
I will stand against incivility when I see it.*

If agreed to by the Commission, this will be placed on the June 27 agenda as a consent agenda item.

background

The City Commission recently tasked the Ethics Board with developing a Civility Code for the City of Winter Park. The Ethics Board met and discussed several options. They found many examples of civility codes, pledges, resolutions, etc. Based on the Board's discussion, they decided to suggest three options and they prioritized the options as follows:

1st Choice: A simple but effective civility pledge prepared by Mark Demoss and Larry Davis, cofounders of Civility Project. The statement is presented above and an article related to the pledge attached.

2nd Choice: Extract the bulleted points from the Florida League of Cities Resolution (see attached).

3rd Choice: The Winter Park Chamber of Commerce Statement of Ethical and Civil Conduct Practices (see attached).

alternatives | other considerations

Many other alternatives were considered, but the three most favorable were prioritized and presented by the Ethics Board for consideration.

fiscal impact

N/A

strategic objective

Quality government services and financial security.

1st
Choice

POLITICO

Why this fear of a civility pledge?

By MARK DEMOSS | 11/25/10 6:05 AM EST

It's only 32 words. Yet, only two sitting members of Congress or governors have signed the civility pledge.

So what was it about civility that all the other 537 elected officials couldn't agree to? Read it and decide for yourself.

I will be civil in my public discourse and behavior.

I will be respectful of others whether or not I agree with them.

I will stand against incivility when I see it.

In May, Lanny Davis, my friend and co-founder of the Civility Project, and I sent a letter to all 535 members of Congress and 50 sitting governors inviting them to sign a civility pledge.

Continue Reading¹

We made it easy, enclosing a response form, return envelope and fax number. I'm sorry to report, six months later, that only two responded: Rep. Frank Wolf (R-Va.) and Sen. Joe Lieberman (I-Conn.).

After a mid-term election season cluttered with attack ads, vicious direct mail pieces, ugly debates and lots of lying and screaming, some of you may be surprised anyone signed it.

Politicians love polls, so here are some recent poll findings they might be interested in. Recent studies by the Center for Political

Participation at Allegheny College and by KRC Research found:

Two out of three Americans consider a general lack of civility to be a major problem for the country.

72 percent think this poor behavior has gotten worse in recent years.

More than two-thirds said Americans "should be ashamed of the way elected

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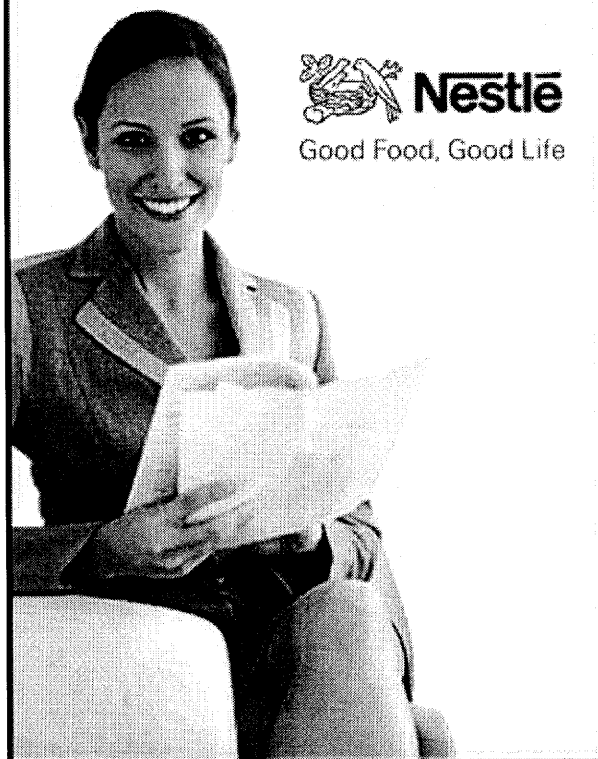
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POLITICO

officials acted" during the health care debate.

83 percent said "people should not vote for candidates and politicians who are uncivil."

If that doesn't faze the political establishment, try this: Nearly half of all Americans surveyed said they are "tuning out" government and politics. And, to prove that incivility is a bi-partisan issue, "71 percent of Democrats view Republicans as uncivil, and 74 percent of Republicans view Democrats as uncivil." The margin of error makes it a statistical tie.

Americans (that's us voters) consider government and politics the most uncivil aspects of our society, according to one study—worse than crowded roads, talk radio, even professional sports.

Is there any hope for improvement? I'm not optimistic. In fact, on Nov. 2, for the first time in my life, I seriously considered not voting.

I am a conservative Republican and an evangelical Christian. I launched the Civility Project on the eve of Barack Obama's inauguration. I asked Davis, who is a liberal Democrat and Jewish, to join me in the effort.

We met and had become friends around this issue. I wrote Lanny a letter toward the end of the bitter Democratic presidential primaries, commending him for his civil tone when doing battle on the increasingly uncivil airwaves of political TV. That letter sits in a frame in his office.

We share a conviction about the importance of at least trying to change a polarizing, uncivil political culture that now appears to

be the norm.

Call it old-fashioned, but we believe debates should be won on the strength of ideas and words -- not on the volume of our voices or the outrageousness of our ads. Yet some emails I've received on our website are so filled with obscenities that they could not be printed in a newspaper.

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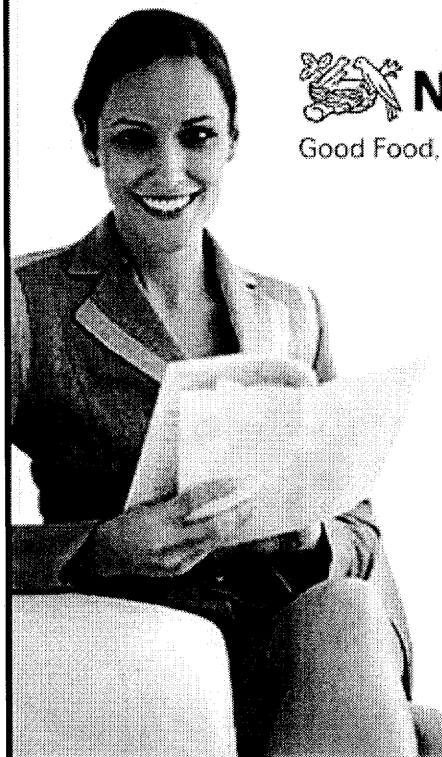
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POLITICO

Incivility is not just a political problem, according to Yale law professor Stephen Carter. "Rules of civility are thus rules of morality," Carter said, "it is morally proper to treat our fellow citizens with respect, and morally improper not to. Our crisis of incivility is part of a larger crisis of morality."

If a moral case for civility doesn't compel you, I'd offer a practical one: It's more effective.

So why wouldn't any of Wolf's or Lieberman's colleagues, or a single governor, pledge to be civil in their speech and behavior, and respectful of others?

Let's start asking them. Perhaps we can round up a few more as the 2012 campaign now begins.

Mark DeMoss is co-founder of the CivilityProject.org and president of The DeMoss Group, a public relations firm. He is author of "The Little Red Book of Wisdom."

Shortcuts To Links In Article

1. <http://ezurl.co/153491>

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Resolution

Florida League of Cities

2ND Choice

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FLORIDA LEAGUE OF CITIES, INC., RE-EMPHASIZING OUR COMMITMENT TO MAINTAIN CIVILITY IN THE CONDUCT OF THE PUBLIC'S BUSINESS.

WHEREAS, our city officials are the elected leaders closest to the people; and

WHEREAS, our elected city officials are thus in a unique position to have a positive impact on behavior, both individually and collectively, and to lead by example; and

WHEREAS, we hereby find public and political discourse often results in a confrontational atmosphere that often prevents the development of solid solutions to the problems facing our communities; and

WHEREAS, we further find only civil and honest public discourse can help us face up to the challenges facing our communities; and

WHEREAS, we therefore hereby recommit ourselves to building an atmosphere in which each person's opinion is respected and public and political discourse are aimed at confronting the problems facing our community and not at those with whom we disagree.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. We hereby recommit ourselves to maintaining civility in our public and political discourse and we hereby pledge our commitment to the following principles:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate, illegitimize or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion; and
- We will speak out against violence, prejudice and incivility in all of their forms, whenever and wherever they occur.

Section 2. We hereby further pledge to exhibit and encourage the kinds of personal qualities that are emblematic of and predominate our communities and society in general: gratitude, humility, openness, passion for service to others, propriety, kindness, honesty, caring, faith, sense of duty, and a commitment to doing what is right.

Section 3. We hereby direct League staff to distribute this Resolution to all the cities in Florida.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE FLORIDA LEAGUE OF CITIES, INC., this 21st day of March, 2011.

Joy F. Cooper

Joy F. Cooper, President
Florida League of Cities, Inc.
Mayor, Hallandale Beach

Michael Sittig

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

3rd Choice

The Winter Park Chamber of Commerce Statement of Ethical and Civil Conduct Practices

Because I believe in the importance of civility, honesty and integrity in the City of Winter Park;

And because I believe that participation in local government is a fundamental liberty we enjoy;

And because I believe political issues can be debated freely without appealing to prejudices;

And because I believe positive campaigning and dialogue promote citizen involvement;

And because I believe raising the level of civilized public debate is a personal responsibility;

I hereby pledge that, as a citizen of the Winter Park community, I will

1. Conduct myself in a manner that promotes public confidence in the integrity, fairness, competence, independence and impartiality of the election process;
2. Publish, display and/or circulate only campaign literature, political advertisements, signage, banners, e-mails, Web sites, blogs or other forms of communication that clearly identify the author, source of stated facts and/or paid sponsor;
3. Do my best to encourage my friends, family, neighbors and colleagues to adopt this attitude and put into practice those healthy habits;
4. Take a stand against the use of fabricated statements, untruths and innuendos about a candidate as well as his/her background and experiences as they relate to the candidate's pursuit of public office;
5. Let my personal opinions be governed by facts, and pledge to be ever mindful of the content, context and overall intent of my statements;
6. Encourage a vigorous defense of the rules of civility in public discourse;
7. Insist on high standards of communication in my community, in my neighborhood, on my street, in my home and at my dinner table;
8. Recognize that the right to free speech does not overshadow the fact that duty to my community and responsibility for my behavior are more important than any tactic or political practice that promotes the candidate(s) I may support;
9. Disavow statements, materials, advertisements or behavior that undermine the integrity of the election process or erode public trust and confidence in the election process; and
10. Vote in every election, either in person or by absentee ballot.

Note: Participation in local government is defined as running for public office, attending meetings of elected officials, voting, volunteer activities, neighborhood events and general citizen involvement. For purposes of this document, it pertains to residents of the City of Winter Park as well as those who work or recreate here.

Name: _____

Address: _____

E-mail: _____

Signature: _____

You have permission to print my name in the *Winter Park-Maitland Observer*. Yes ☐ No ☐

Please complete and send to Winter Park Chamber of Commerce via e-mail (wpcc@winterpark.org), fax (407-644-7826), hand delivery or regular mail (151 W. Lyman Avenue, Winter Park, FL 32789).

Prepared and presented by the Winter Park Chamber of Commerce to support a positive campaign and political process and to promote civility between friends, neighbors and colleagues who all want the same thing, the "best" for Winter Park.

REGULAR MEETING OF THE CITY COMMISSION
May 23, 2011

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

The invocation was provided by Reverend Mike Armstrong, First Baptist Church of Winter Park, followed by the Pledge of Allegiance.

Members present:

Mayor Kenneth Bradley
Commissioner Steven Leary
Commissioner Sarah Sprinkel
Commissioner Tom McMacken
Commissioner Carolyn Cooper

Also present:

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

Approval of the agenda

Motion made by Commissioner McMacken to approve the agenda; seconded by Commissioner Cooper and approved by acclamation of the City Commission.

Mayor's Report

- a. Presentation of Winter Park Sidewalk Art Festival poster from Sidewalk Art Festival Board President Holly Henson

Holly Henson, Winter Park Sidewalk Art Festival Chairperson, presented the City with the original art work from the poster by artist Edith Fagan from the 2011. Mayor Bradley thanked Ms. Henson for her volunteer work and all of the citizens, along with the Winter Park Sidewalk Art Festival board for their signature events.

- b. 2011 Board appointments (continuation of unfilled positions)

Mayor Bradley thanked all the citizens who applied for board positions and advised that there will be more openings. He noted that per the Charter he will appoint the members and the remainder of the Commission can ratify or deny his appointments.

The following appointments were made:

Board of Adjustment:

Bruce Becker (2011-2014)

Motion made by Mayor Bradley that the Board of Adjustment appointment is accepted as presented; seconded by Commissioner Leary and carried unanimously with a 5-0 vote.

Construction Board of Adjustment

Rodney Kincaid (Re-appointment 2011-2014)
Joe Fisher II (Re-appointment 2011-2014)
Eddie Cox (Re-appointment 2011-2014)

Motion made by Mayor Bradley that the Construction Board of Adjustment appointments are accepted as presented; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.

Environmental Review Board

Mary Dipboye
Laura Gimpelson (alternate promoted to regular member)
Laura Walda
James Robinson (alternate 2011-2013)

Motion made by Mayor Bradley that the Environmental Review Board appointments are accepted as presented; seconded by Commissioner Sprinkel. Commissioner Sprinkel clarified that her son was the Chairperson of the Environmental Review Board and when she was elected he resigned and that was one reason why there was an opening. **The motion carried unanimously with a 5-0 vote.**

Historical Preservation Board

Patricia Heidrich

Motion made by Mayor Bradley that Historical Preservation Board appointment is accepted as presented; seconded by Commissioner Sprinkel. The motion carried with a 3-2 vote with Commissioners Cooper and McMacken voting no and Mayor Bradley and Commissioners Leary and Sprinkel voted yes.

Keep Winter Park Beautiful Board

Kelda Senior
Lauren Bradley
Barbara Chandler

Motion made by Mayor Bradley that the Keep Winter Park Beautiful Board appointments are accepted as presented; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Parks and Recreation Board

Ed Englander (alternate promoted to regular member)

Motion made by Mayor Bradley that the Parks and Recreation Board appointment is accepted as presented; seconded by Commissioner Leary and carried unanimously with a 5-0 vote.

Public Arts Advisory Board

Anne Russell
Clyde Moore

Motion made by Mayor Bradley that the Public Arts Advisory Board appointments are accepted as presented; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.

Mayor Bradley noted that several positions still remain open and he will be bringing those forward at the next meeting. Commissioner Cooper wanted to clarify which boards still have open positions; Mayor Bradley clarified the Board of Adjustment, Community Redevelopment Agency Board, Utilities Advisory Board and the Keep Winter Park Beautiful Board. Commissioner Cooper inquired about Mr. Eschbach's recommendation for the Tree Preservation Board position. Mayor Bradley noted that they first need to see if the board ordinance passes and if it does then there would be room for additional members on that board.

Commissioner Sprinkel inquired about the notification process for newly appointed members. City Manager Knight noted they will be notified via written correspondence as well as telephone calls and that a general orientation will be held sometime in June for the new board members and there is also an individual board specific orientation for the new members. Mayor Bradley clarified that there is no specific deadline for applications and encouraged those citizens who are interested to apply. Commissioner Cooper asked that the deadline be removed from the City's website. It was noted that has been done.

Not on agenda

Mayor Bradley asked Fire Chief James White to provide a brief summary regarding the current Fire Department accreditation process. Chief White responded with summarizing the process and commented that this occurs every 5 years and that this is their third site visit.

City Manager's Report

Public Works Director Troy Attaway provided a brief summary regarding the status of the Pro Shop along with exterior elevations, building plans, floor plans (conditioned and unconditioned) and 3-D perspective drawings. Commissioner McMacken asked if there are available funds for the courtyard that is shown on the plans. Mr. Attaway believed they have the ability under the current budget, but their first priority is to complete the building. He noted that they received acceptance from the Historic Preservation Board. Mayor Bradley asked for a tentative completion date. Mr. Attaway said it should be early fall.

Commissioner McMacken mentioned the Fairbanks improvement project and asked if they can receive the updated plans. Water and Wastewater Utility Director Dave Zusi acknowledged and advised that once they receive 90% approval from FDOT the plans will be uploaded to the FTP site for their use.

Mayor Bradley advised that the Commission will be going to Washington D.C. on May 24-25, 2011 to show representation and support on the many key legislative initiatives they have been working on. Commissioner Cooper requested that they be briefed on their key priorities in both the state and federal levels prior to their meeting. City Manager Knight said he would provide the information to them by the end of today's meeting.

City Attorney's Report

Attorney Brown provided an update on the post office and curbside delivery. He said there is evidence that new residents were informed by the local post office that they had to switch to curbside pickup and if they did not they would not receive their mail. He advised that he has reviewed the Post Office Operations Manual provisions and the manual makes it clear that this is a voluntary conversion, meaning that they did have the option of maintaining delivery at their

home. Attorney Brown said for the past two weeks he has been trying to set up a meeting with the local postmaster and finally received a response. The postmaster informed him that the meeting has to be scheduled through their legal department. Attorney Brown then asked for direction.

Commissioner McMacken recommended that Attorney Brown meet with the postmaster to see what type of discretion we would have. Mayor Bradley agreed but suggested that he be accompanied by the City Manager and a member of the Planning Department. He also wants to make sure that the postmaster understands that we come in peace.

It was the consensus of the Commission that the City Attorney is to provide an updated report at their next meeting. Attorney Brown acknowledged.

Non-Action Items

1. April 2011 Financial Report

Finance Director Wes Hamil provided the April 2011 financial report and answered questions. **Motion made by Commissioner Cooper to accept the April 2011 financial report; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

Consent Agenda

- a. Approve the minutes of 5/9/11. – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
- b. Award IFB-16-2011 to Extreme Pavers of Brevard, Inc.
- c. Approve the following purchases and agreements:
 1. PR 146748 to Carl Black Orlando Buick GMC for the purchase of ten (10) replacement vehicles for Police; \$262,612
 2. Blanket Purchase Order to Progress Energy for transmission services; \$900,000
 3. Blanket Purchase Order to Progress Energy for purchase of bulk power; \$10,000,000
 4. Blanket Purchase Order to Seminole Electric Cooperative, Inc. for purchase of bulk power; \$7,000,000
 5. PR 146779 to Petersen Industries, Inc., for the purchase of Dump Truck for Forestry piggybacking NJPA contract #081209-FCC; \$83,734.95
 6. PR 146757 to Camp, Dresser & McKee, Inc. for professional engineering services for Chain of Lakes Flood map revision; \$80,007
 7. Blanket Purchase Order to Winter Park Public Library for annual support; \$445,404
 8. Blanket Purchase Order to CSG Systems, Inc. for printing and mailing of Utility bills; \$60,000
 9. Blanket Purchase Order to Orange County Utilities for billing of sewer usage; \$60,000 – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
 10. Purchase Order to Waste Pro of Florida for April Garbage, Yard Waste & Recycle Services; \$160,266.99
 11. Joint Participation Agreement with State of Florida Department of Transportation for the Fairbanks Avenue Milling & Resurfacing and authorize the Mayor to execute. No fiscal impact.
- d. Authorize the Mayor to execute the contract with Trane U.S., Inc. for a Guaranteed Energy and Water Savings Performance Contract for City facilities.

- e. Approve the revised City vision statement. – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
- f. Approve the Resolution for unilateral enforcement of violations and infractions of municipal law approved on May 9, 2011 with edits by the City Attorney.

Motion made by Commissioner McMacken to approve Consent Agenda items 'b', c-'1-8', c-'10-11', 'd' and 'f'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Consent Agenda Item 'a' - Approve the minutes of 5/9/11.

Commissioner Cooper referenced page 5, "Other individuals removed from boards." She said the minutes reflect that the motion carried 4-1 with Commissioner McMacken voting no. She said she also voted no. Mayor Bradley said he recalls that she was silent but if she wants to register her vote as no, they will do that. Mayor Bradley then said he would like the Clerk to listen to the audio before that is done.

Motion made by Commissioner Cooper to approve Consent Agenda Item 'a' with the above adjustment; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Consent Agenda Item c-'9' - Blanket Purchase Order to Orange County Utilities for billing of sewer usage; \$60,000

City Manager Knight requested to pull this item. He explained that instead of a blanket purchase order it will be handled on a monthly basis and when the invoices are received for the purchase order they will be processed. Mayor Bradley approved the request to pull per staff.

Consent Agenda Item 'e' - Approve the revised City vision statement.

Mayor Bradley asked if there was a way to change the vision statement without having to spend \$1,000. Communications Director Clarissa Howard advised that the letters can be reused. **Motion made by Mayor Bradley to accept the vision statement without \$1,000 expenditure; seconded by Commissioner Sprinkel.** Commissioner Cooper suggested to incorporate the words "superior quality of life" into the vision statement. There was not a consensus to include this language. **The motion carried unanimously with a 5-0 vote.**

Action Items Requiring Discussion:

- a. Outdoor Advertising Agreement with Benjamin Partners Ltd. concerning Ravaudage

Planning Director Jeff Briggs explained that one of the key ingredients for the development of the Ravaudage project is the removal of the three existing outdoor advertising signs (billboards). The three existing billboards, which are all owned by Clear Channel Outdoor, are at 1531 Lee Road (next to Pack 'n Ship), 941 N. Orlando Avenue (at the corner of 17-92/Lee Road) and at 1121 N. Orlando Avenue (Tom & Jerry's).

He stated that Benjamin Partners Ltd. (Dan Bellows) has negotiated an agreement with Clear Channel and has agreed to remove those three billboards in return for the permission to erect

one new digital billboard at 1621 Lee Road. The new digital billboard will be of comparable size to the existing billboards. Mr. Briggs explained that the Orange County Commission will be addressing the zoning approval for Ravaudage tomorrow and part of that approval is the three for one billboard swap. He explained that the decision before them is whether or not they would be willing to move the digital billboard down the street further west, which has existing trees on the rear property line. He concluded that staff recommends conceptual approval of the agreement with changes authorized by the City Attorney, as may be necessary.

Motion made by Commissioner Cooper to deny this request; seconded by Commissioner McMacken.

Discussion ensued regarding the proposed alternate location, the cost and process for the removal of all billboards and the possibility of requesting the removal of five billboards versus the three, and the operational standards that are included in the agreement. Mr. Briggs clarified that there is no notice requirement to single family residences in the sign ordinance. He further clarified that the motivation to move the billboard to the west is not coming from Clear Channel because either location is suitable to them but is coming from Benjamin Partners Ltd. as they would like to have the digital billboard a little further away from the prime entrance.

Dan Bellows representing Benjamin Partners Ltd., explained that this has been a 10 year process and have been asking Clear Channel to take down the old boards so they are very happy with this deal and that he prefers the 1621 Lee Road location. Mr. Bellows explained that they are exchanging a perpetual easement with the location of another perpetual easement; therefore, they have no revenue participation or value. He explained that if the City Commission is in support of his request, he still has a lot of work to do to make this a reality. He then asked the Commission to authorize the City Attorney and staff to finalize the deal.

Joe Terranova, 700 Melrose Avenue, indicated that he would like to have all billboards removed, make them smaller or hide them. He said this deal is better than no deal and encouraged the Commission to support the applicant's request.

Nancy Shutts, 2010 Brandywine Drive, indicated that from a safety and aesthetics standpoint she strongly agrees with the recommendation to move the billboard to the 1621 Lee Road location.

Commissioner McMacken indicated that he does not like this and because of the proximity to residential homes he will be supporting the motion to deny. He felt they are being hustled into doing something quickly and did not agree with this.

Commissioner Cooper was concerned that no notice was given to single family homeowners and that she would rather look at three static billboards than one flashing digital billboard. She also thought they are lowering their standards and by approving this they are pushing it one step closer toward being a done deal and she is holding firm on her denial.

Commissioner Leary said the contract is very clear and that the digital billboard will have no flashing, no motion and no video and it will rotate every 8-10 seconds. He felt this is much better compared to what they have now, therefore he will be voting against the motion to deny.

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

Motion made by Mayor Bradley to approve the agreement as presented in its current form and that the City Attorney and City Manager continue to negotiate with the parties to see if there is either A) additional signs which can be removed through this agreement and/or B) if appropriate notice needs to be given to the citizens in the area; seconded by Commissioner Leary.

Motion amended by Commissioner Cooper to request that City staff provide them with a recommendation for notice requirements for future billboards. Mayor Bradley indicated that he will not honor this amendment right now and ruled that it is out of order as it relates to this specific action. He then clarified that he would take this matter up as soon as they have decided on the current matter.

Upon a roll call vote on the motion above, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

Motion amended by Commissioner Cooper to request staff to investigate existing rulings in other municipalities and determine if they should have notice requirements for this and if so to please bring back recommendations. Mayor Bradley asked if she would be agreeable to include the following "To instruct staff to look at consistent standards for all of what potentially could be digital billboards in the City." Commissioner Cooper agreed; seconded by Mayor Bradley.

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

b. Adoption of official City flag

Communications Director Clarissa Howard commented that the City currently does not have an official flag flown in the city's honor. Per the request of the City Manager, the Communications Department began researching the process other cities had undergone to have an official city flag adopted and flown within the respective city limits. After talking with a variety of cities, it was explained that the process to adopt an official city flag was through a City Commission action. The budget associated with this is \$941.25 for the printing of 25 (5' x 3') city flags to be flown on existing flag poles within the City. She advised that the timing of this was driven by the desire to raise the City flag at the Old Fashioned July 4th celebration. Ms. Howard presented three different flag design options for the Commission's consideration and asked for approval.

Mayor Bradley asked if there are any special funds in another account such as Keep Winter Park Beautiful to help pay for this. Ms. Howard explained that the cost would come out of the Communications printing account. Discussion ensued as to possibly using one of these options for the July 4th celebration flag and to allow the community to participate in creating a more defined City flag which incorporates the history and the uniqueness of Winter Park.

Motion made by Commissioner Cooper to approve staff's recommendation (option 3 presented); seconded by Commissioner Sprinkel.

Motion amended by Commissioner Leary to approve it as a representation of the seal for July 4 ceremonies and reinvestigate developing a communications objective and developing an official flag in the future; seconded by Commissioner McMacken.

Woody Woodall, 328 N. Park Avenue, reminded them that the Park Avenue Task Force and the CRA are in the process of developing the City's brand and they should consider using that brand and its associated logo for a flag.

Upon a roll call vote on the amendment, Mayor Bradley and Commissioners Leary and McMacken voted yes. Commissioners Sprinkel and Cooper voted no. The motion carried with a 3-2 vote.

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

City Manager Knight wanted to confirm that this flag will be used for July 4th celebrations and to further investigate and develop options for an official City flag. Mayor Bradley confirmed.

c. 90 day update

City Manager Knight noted that he left an item out concerning the consultant's pension report which included best practices for a policy and potential changes to be negotiated with the bargaining units. Mayor Bradley thought staff was going to bring back the Economic Development Plan that was approved in April and to review a consistent hour alcohol ordinance.

CRA Director Dori DeBord said they are currently working on the budget since there is a cost associated with the plan and once it is completed the Economic Development Advisory Board will review it in mid-June. They will then present it to the Commission on June 27.

Motion made by Mayor Bradley to approve the adoption of the 90 day plan with the following changes; the deletion of the ERB report/1x per week trash pickup; the deletion of the Special Events ordinance update; and the addition of a review of all laws that have been passed in the last State legislature to look at to ensure that our local ordinances are in legal compliance; the consistent hours ordinance or policies be brought forward as they have previously taken action; and that the Economic Development Plan also be brought forward; as well as the pension report; seconded by Commissioner Leary.

Motion amended by Commissioner Cooper to add plans for a Veterans Day event starting this year and a kick-off of the announcement for the downtown Historic District designation. Mayor Bradley and Commissioner Leary agreed to include these two items into the main motion.

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

A recess was taken from 5:06 p.m. to 5:28 p.m.

d. East Morse Boulevard streetscape project

Public Works Director Troy Attaway provided a PowerPoint presentation and spoke briefly about the three options presented:

Option 1 - Leaving the roadway the same shape and size as the existing and removing the existing asphalt (except in the perpendicular parking spaces on the south side) and installing bricks. The existing brick section would be leveled as necessary. The existing parking space on the south side would be repaved with asphalt. New decorative street lights would be added and the existing landscaped island would be freshened up but not changed extensively. The net cost of this option is estimated to be \$231,000 (total cost of \$243,000 minus cost to simply repave the road with asphalt \$12,000).

Option 2 – Implement a change to the road shape to right size parking, add turnaround and increase landscape buffer. The existing perpendicular parking on the south side would be repaved with asphalt and the existing brick would be leveled as necessary. The net cost of this option is \$253,000.

Option 3 - Implement Option 2 including bricking the existing asphalt parking areas on the south side of the road. The total net cost of the option is \$272,000.

Discussion ensued regarding public and private property, finding out what the City does or does not own, brick versus asphalt, where the brick should stop and the asphalt start, if additional brick is added who should pay for it, private parking on public right-of-way and the loss of parking spaces where it is needed. They also spoke about focusing on sidewalks, installing the round-about, updating the landscaping, implementing consistent street lighting and to address the bricking in the future.

Motion made by Mayor Bradley to instruct the City Manager and City Attorney to work with the appropriate parties to allow them to legally pave property that should belong to the City (they either need an easement or a right-of-way); to allocate up to \$75,000 of existing budgeted funds or additional funds to allow City staff to work on the curbs, the sidewalks, the landscape and the decorative lighting; and that the asphalt paving be continued; seconded by Commissioner McMacken. Commissioner McMacken clarified that the \$12,000 that was allocated for the asphalt is in the \$75,000. Mr. Attaway confirmed.

Commissioner Sprinkel said numerous citizens have contacted her saying they are against this area being asphalted and prefer the brick. She would like staff to meet with the residents again only this time show them the long term picture so they can find a way to assist with the funding.

Motion amended by Commissioner Cooper that all efforts will be made to minimize the loss of parking; seconded by Commissioner McMacken.

Joe Terranova, 700 Melrose Avenue, suggested that the Association give the land to the City which would help resolve the parking space issue and cost implications. He also agreed with the City's suggestions and encouraged them to move forward.

Rosemary Gillett, 106 S. Interlachen Avenue, asked them not to do anything until they can formulate a plan to do it right.

Ron Hightower, representing Winter Park Scenic Boat Tour, encouraged the Commission to address the parking issues. He also recommended that the project be worked on during the slow times of June through September so that it does not impact their business operations.

Woody Woodall, 328 N. Park Avenue, encouraged the Commission to keep moving forward. He felt that everyone should pay their share for the improvements including the condominiums, the City and the boat tour.

Eileen Duva, 311 E. Morse Boulevard, said they are going in the right direction and agreed that they need more parking and similar lighting.

Upon a roll call vote on the amendment (that all efforts will be made to minimize the loss of parking), Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

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

Public Comments

Nancy Shutts, 2010 Brandywine Drive, felt the reappointment of Janet Adkins to the Parks and Recreation Board was inappropriate and requested the Commission to reconsider it.

Bill Shallcross, 1450 Bonnie Burn Circle, spoke about public comment forums at city and county meetings. He asked that all citizens be granted the opportunity to be heard, acknowledged and treated in a positive matter.

Public Hearings

- a. ORDINANCE NO. 2842-11: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA RELATING TO THE ADOPTION OF A POLICY FOR COMPLIANCE WITH FLORIDA'S PUBLIC RECORDS ACT; PROVIDING FOR CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. No public comments were made.

Motion made by Commissioner McMacken to adopt the ordinance; seconded by Commissioner Sprinkel. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. The motion carried unanimously with a 4-0 vote. (Commissioner Cooper was absent).

- b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA CONSOLIDATING CITY BOARDS AND COMMISSIONS, DEFINING THE DUTIES OF BOARDS AND COMMISSIONS OF THE CITY OF WINTER PARK, AND REPEALING CERTAIN ORDINANCES AND RESOLUTIONS RELATING TO SUBSIDIARY BOARDS AND

COMMISSIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE
DATE. First Reading

Attorney Brown read the ordinance by title and clarified his redline comments. He advised that the Tree Preservation Board is listed in Division 1 but was not listed in Division 3 so they will add it back in. He will restore its quasi-judicial role in the Historic Preservation Board as previously provided for in the ordinance. With respect to sub-paragraph "R" Residency Requirement in Division 2, he proposed that there will be no general requirement of residency to serve or be appointed for service on a City board. The exception would be if residency is required by Charter, Statute or status quo (such as labor matters). He further clarified that unless directed otherwise it will be their intention to present a statement for second reading in Division 3 that those boards that have always required resident members would be unchanged.

Building and Code Enforcement Director George Wiggins' comments were submitted as follows for consideration:

Page 3, Item "d" Quorum: Does this mean that a majority of the Board must be present to constitute a quorum? With the Board of Adjustment 4 members must be present and 4 votes are required to grant a variance.

Page 5 Item "r" Residency requirement: The Construction Board has always been permitted to have members who are non-residents due to the difficulty of always finding a resident that meets the criteria for membership on this Board.

Page 6 Item "b" The Board of Adjustment does not have an "s" in its name. There are several references that need to be changed.

Page 9 Item "d" (3) Authority of Code Enforcement Board: Additional authorities of the Board include: False Fire Alarm Appeals Chapter 46, Section 46-29(d)

The Code Enforcement Board also serves as the "Nuisance Abatement Board" Chapter 2, Section 2-81(b). Also, this Board is missing from the list on page 2 of ordinance. There may be other duties that have been added over the years.

Page 10 Item "g" (2) Construction Board of Adjustments and Appeals: The membership composition should contain two licensed contractors, a practicing architect, a structural engineer, a master electrician, a master plumber, and a mechanical contractor or mechanical engineer.

Missing item: Tree Preservation Board: Either add to ordinance similar to Board of Adjustment or reference Chapter 58, Section 58-283 (d) for composition. This Board is unique in that 3 of its members come from other Boards.

Section 4

b. Repeal of Ordinances and Code Section Provisions

B. Add: Chapter 58, Section 58-91 Board of Adjustment-Establishment and procedure. Add a reference back to Chapter 2, Article III.

Add: Chapter 58, Section 58-88 (a), (b) & (c)? Planning and Zoning Commission - add reference back to Chapter 2, Article III.

Chapter 22, Section 22-28 (sub section 112) Amendments to the Building Code - add reference back to Chapter 2, Article III.

Motion made by Mayor Bradley to accept the ordinance on first reading with Attorney Brown's modifications and include Building and Code Enforcement Director George Wiggins minor modifications in terms of language and codes which is presented before them; seconded by Commissioner Leary.

Motion amended by Commissioner McMacken to amend Division 3, "R" 'Planning and Zoning', #1 'Memberships' to add: "That consideration shall be given to include in a membership of the Planning and Zoning Board an Architect, , a Landscape Architect, and a Civil Engineer"; seconded by Commissioner Sprinkel.

A suggestion was given by Commissioner McMacken for the City Attorney to look at the Construction Board of Adjustments, Historic Preservation and the Public Art Advisory Board to keep the same format so it will be consistent.

Motion amended by Commissioner Cooper to amend Division 1, "B" "List and Size of Boards Established", 3rd sentence before the words "as shown herein" add the following "alternates shall be appointed only to quasi-judicial boards"; seconded by Commissioner McMacken. Mayor Bradley said if they enact this there would be individuals that will not be able to serve on certain boards such as the Utilities Board; therefore, he will be voting against this.

Motion amended by Commissioner Cooper to have the City Attorney add the following where he sees fit "That alternates may participate in all board discussions but cannot make motions or vote unless they are filling the vacancy of an existing member"; City Manager Knight suggested this information be included in Division 2; seconded by Commissioner Sprinkel.

Motion amended by Commissioner Cooper to amend Division 2, "L" "Attendance", at the end of the first sentence add the following: "or if a member is absent for more than 50% of the scheduled meetings in a 12 month period"; seconded by Commissioner Sprinkel.

Motion amended by Commissioner Cooper to amend Division 2, "R" "Residency Requirement", first sentence, delete the words "or allowed"; seconded by Commissioner McMacken.

Motion amended by Commissioner Cooper to amend Division 3, "B" "Board of Adjustment", #1 "Membership" to add the following: "That Board of Adjustment members will be removed for cause." Motion failed for lack of a second.

Motion amended by Commissioner Cooper to amend Division 3, "D" "Code Enforcement Board", #1 "Membership" to add the following: "Removal of members of the Code Enforcement Board will be for cause." Motion failed for lack of a second.

Motion amended by Commissioner Cooper to amend Division 3, "H" "Economic Development Advisory Board", #2 "Advisory Board", delete the second sentence "The Economic Development Advisory Board shall have the authority to establish other areas of interest that it deems relevant....". Seconded by Commissioner McMacken.

Commissioner Cooper mentioned Division 3, "K" "Historic Preservation" is missing the quasi-judicial discussion. Attorney Brown acknowledged.

Motion amended by Commissioner Cooper to amend Division 3, "R" "Planning and Zoning Board" to add the following "That one of the 7 members of the Planning and Zoning Board (or 5 members) be a member of the School Board and be invited to serve as a voting or non-voting member of our Planning and Zoning Board in accordance with Statute 163.3174". Attorney Brown clarified that the statutes require school board representation not a school board member and the school board representative is only required to participate in matters that impact residential development. **Motion failed for lack of a second.**

A recommendation came from Commissioner Sprinkel that it would be helpful if we could spell out the duties for the alternate positions.

Motion amended by Commissioner McMacken that addresses the Construction Board Administration, the Historic Preservation Board and the Public Art Advisory Board that the City Attorney look at the verbiage contained in this ordinance and condense it in a manner that is consistent with the direction of other boards; seconded by Commissioner Leary.

Motion amended by Commissioner Cooper to amend that members of the Planning and Zoning Commission, Code Enforcement Board, Board of Adjustment and Construction Board of Appeals remain at their existing numbers (meaning to keep the board numbers the same for major quasi-judicial boards); seconded by Commissioner McMacken.

Nancy Shutts, 2010 Brandywine Drive, said they should not treat this as a first reading since there are numerous major changes. She suggested first reading be done at the next meeting.

Joe Terranova, 700 Melrose Avenue, advised that currently there is a residency clause in the CRA Advisory Board and if they remove it they will be changing the composition of the board.

Donna Colado, 327 Beloit Avenue, opposed the ordinance as currently written because it does not serve the democratic interest of the broader community.

Joan Cason, 1915 Woodcrest Drive, did not agree with the removal of board members for no cause.

Motion amended by Commissioner Cooper to amend Division 3, "E" "Community Redevelopment Agency" that they add back in the existing specific requirements for residency relative to the CRA members living in the CRA"; seconded by Commissioner McMacken.

Upon a roll call vote on the amendment (to amend Division 3, "R" "Planning and Zoning", #1 "Memberships" to add: "That consideration shall be given to include in a membership of the Planning and Zoning Board an Architect, , a Landscape Architect, and a Civil Engineer.") Mayor Bradley voted no. Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.

Upon a roll call vote on the amendment (to amend Division 1, "B" "List and Size of Boards Established", 3rd sentence before the words "as shown herein" add the following: "alternates shall be appointed only to quasi-judicial boards." Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted no. Commissioner Cooper voted yes. The motion failed with a 4-1 vote.

Upon a roll call vote on the amendment (to have the City Attorney add the following where he sees fit "That alternates may participate in all board discussions but cannot make motions or vote unless they are filling the vacancy of an existing member"), Mayor Bradley and Commissioner Leary voted no. Commissioners Sprinkel, Cooper and McMacken voted yes. The motion carried with a 3-2 vote.

Upon a roll call vote on the amendment (to amend Division 2, "L" "Attendance", at the end of the first sentence to add the following: "or if a member is absent for more than 50% of the scheduled meetings in a 12 month period"); Mayor Bradley voted no. Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.

Upon a roll call vote on the amendment (to amend Division 2, "R" "Residency Requirement", first sentence, delete the words "or allowed"); Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Upon a roll call vote on the amendment (to amend Division 3, "H" "Economic Development Advisory Board", #2 "Advisory Board", delete the second sentence "The Economic Development Advisory Board shall have the authority to establish other areas of interest that it deems relevant...."); Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Upon a roll call vote on the amendment (that addresses the Construction Board Administration, the Historic Preservation Board and the Public Art Advisory Board that the City Attorney look at the verbiage contained in this ordinance and condense it in a manner that is consistent with the direction other boards); Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the amendment (to amend that members of the Planning and Zoning Commission, Code Enforcement Board, Board of Adjustment and Construction Board of Appeals remain at their existing numbers (meaning to keep the board numbers the same for major quasi-judicial boards); Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Upon a roll call vote on the amendment (to amend Division 3, “E” “Community Redevelopment Agency” that they add back in the existing specific requirements for residency relative to the CRA members living in the CRA”); Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the main motion as amended (to accept the ordinance on first reading with Attorney Brown’s modifications and include Building and Code Enforcement Director George Wiggins minor modifications in terms of language and codes which is presented before them); (to amend Division 3, “R” ‘Planning and Zoning’, #1 ‘Memberships’ to add: “That consideration shall be given to include in a membership of the Planning and Zoning Board an Architect, a Landscape Architect, and a Civil Engineer.”); (to have the City Attorney add the following where he sees fit “That alternates may participate in all board discussions but cannot make motions or vote unless they are filling the vacancy of an existing member”); (to amend Division 2, “L” “Attendance”, at the end of the first sentence add the following: “or if a member is absent for more than 50% of the scheduled meetings in a 12 month period”); (that addresses the Construction Board Administration, the Historic Preservation Board and the Public Art Advisory Board that the City Attorney look at the verbiage contained in this ordinance and condense it in a manner that is consistent with the direction other boards); (to amend Division 3, “E” “Community Redevelopment Agency” that they add back in the existing specific requirements for residency relative to the CRA members living in the CRA”); Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

c. Request of Winter Park Redevelopment Agency LTD for property at 400 West New England Avenue:

- 1. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE III, “ZONING” AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE EXISTING ZONING DESIGNATION OF COMMERCIAL (C-3A) DISTRICT TO COMMERCIAL (C-2) DISTRICT ON THE PROPERTY AT 400 WEST NEW ENGLAND AVENUE, MORE PARTICULARLY DESCRIBED HEREIN. First Reading**

Attorney Brown read the ordinance by title and advised that this is a quasi-judicial hearing.

Planning Director Jeff Briggs provided the staff report. He explained the rezoning portion of the public hearing for 400 W. New England Avenue to rezone the property from Commercial (C-3A) District to Commercial (C-2) District. He further explained that the City’s Comprehensive Plan future land use designation for this property is Central Business District (CBD) that corresponds to the C-2 zoning and that CBD future land use does not conform to the existing C-3A zoning. The property owner is requesting this zoning change so that the property can be brought into conformance with the Comprehensive Plan; the property owner is entitled to this zoning change. Mr. Briggs answered questions.

Dan Bellows, representing Winter Park Redevelopment Agency, Ltd. stated that they are entitled to the rezoning. He shared his frustrations with the overall process and significant costs that he has incurred and asked the Commission to approve this so they can be in compliance with the Comprehensive Plan.

Motion made by Mayor Bradley to accept the ordinance on first reading; seconded by Commissioner Sprinkel. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

2. Conditional Use Approval: To construct a 470 square foot restaurant pavilion building with outdoor patio seating including a gazebo structure on the street frontage, zoned C-3A or C-2.

Planning Director Jeff Briggs provided the staff report. He explained the proposed conditional use request involves development plans for a 470 square foot "restaurant" pavilion building with outdoor patio seating and a gazebo building on the street corner. He noted that there is no kitchen or food preparation on premise but will be coffee, ice cream, during the day and then transition to wine/cheese/snack baskets in the evening. However, since it involves food and beverage consumption with outdoor patio dining, the restaurant category is the closest fit in the zoning code.

He explained that technically these plans require a conditional use approval in both the C-2 zoning (as requested) and the existing C-3A zoning so these structures and plans can be approved in either zoning district. In the proposed C-2 zoning, the pavilion and gazebo structures meet the front setbacks. In the existing C-3A zoning, a street front variance would be needed (in lieu of the required 10 foot setback) which is possible via the conditional use approval. Mr. Briggs answered questions.

Motion made by Mayor Bradley to approve the conditional use as set forth; seconded by Commissioner Leary.

Commissioner Cooper indicated that they are charged with the responsibility to make sure there is compatibility and asked how they can judge compatibility if they do not know what the project looks like. Attorney Brown advised that once someone has proposed a conditional use project within the appropriate zoning category, under Florida law that person is legally entitled to the conditional use permit; however, they can impose conditions that are reasonable in the interest of the City. He further explained that compatibility really comes into play if someone is trying to make a dramatic rezoning request that alters the complexion of an area, but Mr. Bellows is asking for C-2 and that is the only allowable category under the Comprehensive Plan.

Motion amended by Commissioner Cooper for the conditional use request that the hours of operation are to 10:00 p.m. Motion failed for lack of a second.

Joe Terranova, 700 Melrose Avenue, agreed with the conditional use approval. He noted that instead of putting up road blocks they need to approve the rezoning ordinance which would help future development.

Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

- d. Request of the Shipyard Emporium located at 200 W. Fairbanks Avenue: Conditional Use Approval to expand the permitted hours of alcohol sales and consumption from 10:00 p.m. daily to 12:00 midnight. (Quasi-Judicial Hearing)

Mayor Bradley advised that this is a quasi-judicial hearing. Planning Director Jeff Briggs explained that this is a conditional use request to extend the hours of sale and consumption of alcoholic beverages from 10:00 p.m. to 12:00 midnight for the Shipyard Emporium at 200 W. Fairbanks Avenue. The Planning Commission voted 4-0 to approve the conditional use extension (with the understanding that if the City Commission votes at a later time for uniform hours that it should also apply to the Shipyard Emporium).

Motion made by Commissioner Leary to approve the conditional use; seconded by Commissioner McMacken.

Commissioner Cooper requested that instead of creating another special yield for one restaurant if they would consider utilizing the Hannibal Square hours which is 11:00 p.m. weekdays and 12:00 a.m. on the weekends.

Motion amended by Commissioner Cooper that they adopt consistent with their existing codes the Hannibal Square hours which is 11:00 p.m. during the week and 12 a.m. on Friday and Saturday night. Mayor Bradley asked Attorney Brown if the motion can be amended or adjusted since this is a quasi-judicial hearing or if they have to vote on the current motion as presented. Attorney Brown advised that it can be amended because they have the authority to impose conditional restrictions. **Motion failed for lack of a second.**

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

Commissioner Reports:

a. Commissioner Leary

No items to report.

b. Commissioner Sprinkel

Commissioner Sprinkel said she had a great time attending the 'Picnic In The Park' event with the Winter Park High School a few weekends ago and thanked the City for their outstanding efforts.

Commissioner Sprinkel mentioned that last week she participated in the Housing Authority property tour and said they should be very proud and commended everyone.

Commissioner Sprinkel mentioned that several citizens have contacted her from the Winter Park Towers regarding the trash dumpster rules and hours of pick-up. She asked that they adhere to the hours and rules. City Manager Knight acknowledged the request.

Commissioner Sprinkel asked the Commission to give her regards to everyone in Washington D.C. since she will not be able to attend the event.

Commissioner Sprinkel proposed that the Commission have a work session on the topic of communication and how they communicate with the public. She mentioned that Commissioner Cooper sent out another notice and she was inundated with phone calls about what she did,

when in fact she did not do those things. She explained that it is the editorializing that creates a lot of doubt and issues in the minds of the public and that is the reason why she would like to have a work session so they can talk about specific ways in which they need to communicate with the public so there are no misunderstandings. Commissioner McMacken said he is always open to work sessions. Mayor Bradley asked City Manager Knight to coordinate and propose dates and times and he acknowledged.

c. Commissioner Cooper

Commissioner Cooper said she has been notified by several individuals requesting to purchase park benches. She mentioned that no one has replied to their requests and asked who is responsible. Parks and Recreation Director John Holland acknowledged the request for follow-up.

Commissioner Cooper mentioned that she tries very hard not to say anything that is not true. She apologized to Commissioner Sprinkel if that has happened and said she would like to clearly understand what the issue is so that she can correct it.

d. Commissioner McMacken

Commissioner McMacken said he is looking forward to their trip to Washington D.C. and said they will miss Commissioner Sprinkel's attendance.

e. Mayor Bradley

Mayor Bradley requested for the June 13 meeting that City Manager Knight and Attorney Brown bring forth issues related to non-compliance with the new state laws such as the comprehensive plan. Mr. Knight advised that it is on the schedule for the next meeting and that they are attending a seminar on this subject next week.

Mayor Bradley advised that he will be bringing appointments to the Boards based on first reading of the ordinance and for potential new positions he would not be reviewing those until the ordinance is passed. Another reminder was given that there is no specific deadline for board applications to be submitted. Mayor Bradley encouraged those that are interested to apply early so they can be considered. He also clarified that all re-appointments do need to apply, but alternates do not.

Mayor Bradley wished everyone a happy Memorial Day weekend especially those who have served and given their ultimate sacrifice for our country.

The meeting adjourned at 7:34 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	June 13, 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 checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A		
		final vote	

subject

Approval of the amendment to the May 9, 2011 minutes on page 5.

motion | recommendation

Motion to approve the amendment to the May 9, 2011 minutes to change Commissioner Cooper's vote from a 'Yes' vote to a "No" vote on page 5 listed under "Other individuals removed from boards". The vote would be a 3-2 vote (instead of a 4-1 vote) with Mayor Bradley and Commissioners Leary and Sprinkel voting yes and Commissioners Cooper and McMacken voting no.

background

The minutes were pulled at the 5/23/11 meeting because of a vote that Commissioner Cooper said she voted 'no' on. The Clerk reviewed the audio and determined that they could not hear a 'no' vote for Commissioner Cooper (only Commissioner McMacken) nor could they hear a 'yes' vote on this issue. Commissioner Cooper has stated that her intent was to vote 'no'. A copy of this section of the minutes is attached.

alternatives | other considerations

Leave the minutes as they currently stand with a 4-1 vote.

fiscal impact

N/A

long-term impact

N/A

strategic objective

N/A

May 9, 2011 minutes:

Motion made by Mayor Bradley to remove Herb Weiss from the Parks and Recreation Board, Wendell Hays (moved from the City) and Yovannie Storms (meeting attendance) from the Environmental Review Board. Seconded by Commissioner Leary. The motion carried with a 4-1 vote with Commissioner McMacken voting no. Mayor Bradley stated those openings will be dealt with at the next meeting.

To be changed to the following:

Motion made by Mayor Bradley to remove Herb Weiss from the Parks and Recreation Board, Wendell Hays (moved from the City) and Yovannie Storms (meeting attendance) from the Environmental Review Board. Seconded by Commissioner Leary. The motion carried with a 3-2 vote with Commissioners Cooper and McMacken voting no. Mayor Bradley stated those openings will be dealt with at the next meeting.



city commission agenda item

item type	Consent Agenda	meeting date	June 13, 2011
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

Purchases over \$50,000

	vendor	item background	fiscal impact	motion recommendation
1.	South Seminole & N. Orange County Wastewater Transmission Authority	Blanket Purchase Order for Operation & Maintenance Charges; Depreciation (June – September 2011) per Interlocal Agreement	Total expenditure is included in the approved FY11 budget. Amount: \$622,776.72	Commission approve Blanket Purchase order to SSNOCWTA for June – September 2011) Operation & Maintenance; Depreciation
The City executed an Interlocal Agreement with SSNOCWTA on September 1, 2003.				
2.	Waste Pro of Florida	Blanket Purchase Order for Residential Garbage, Yard Waste & Recycle Services (May-September 2011)	Total expenditure is included in the approved FY11 budget. Amount: \$802,000	Commission approve Blanket Purchase Order to Waste Pro of Florida for May-September 2011 Residential Garbage, Yard Waste & Recycle Services
The City utilized a competitive bidding process to award this contract (RFP-6-2009).				
3.	ENCO Utility Services	After-the-Fact Purchase Order for April 2011 Fees	Total expenditure is included in the approved FY11 budget. Amount: \$316,595.63	Commission approve After-the-Fact Purchase Order to ENCO Utility Services for payment of April 2011 fees
Payment includes all Operations & Maintenance Fees for April 2011. The invoice is due by May 24, therefore it necessitated processing prior to the June 13, 2011 Commission meeting.				
4.	ENCO Utility Services	Blanket Purchase Order for Professional Services (Operations and Maintenance) for May – September 2011	Total expenditure is included in the approved FY11 budget. Amount: \$1,500,000	Commission approve Blanket Purchase Order to ENCO Utility Services for Professional Services (May – September 2011)

Contracts

	vendor	item background	fiscal impact	motion recommendation
5.	CH2MHill	Task Order 2011-01: Fairbanks Avenue Roadway & Wastewater System Improvements – Bidding Services & Services During Construction	Funded through Utility Wastewater Impact Fee Fund. To be reimbursed through monthly invoices for actual hours worked. Amount: \$903,448	Commission approve Task Order 2011-01 to CH2MHill for Fairbanks Avenue Roadway Wastewater System Improvements – Bidding Services & Services During Construction. Approval includes authorization of payment of monthly invoices

				for actual hours worked.
The City's Purchasing Division will serve as the lead for the formal solicitation process. Per Task Order 2011-01, CH2MHill will assist the Purchasing staff as deemed necessary, as defined in the Task Order Scope of Services.				
6.	American Cleaners of Winter Park	Amendment #1 to IFB-29-2010 Dry Cleaning Services for Police Uniforms	Total annual expenditure is included in approve budget	Commission approve Amendment #1 to Dry Cleaning Services for Police Uniforms with American Cleaners of Winter Park and authorize the Mayor to execute Amendment #1
The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded in August 2010 for a period of one (1) year. The contract allows for up to four (4) one year renewal options, upon mutual agreement. The vendor is willing to enter in a renewal contract with no price increase. The current contract term expires on August 17, 2011.				
7.	GeoStar Consulting Co.	Audit of telecommunications systems and invoices, gas and electric invoices, and all electronic transaction processing services	City will receive 50% of all monies recovered as a result of the audit	Commission authorize the Mayor to execute the Service Agreement and Letter of Authorization

City of Winter Park Utilities

Task Order 2011-01

Fairbanks Avenue Roadway and Wastewater System Improvements – Bidding Services and Services During Construction

This Task Order is a supplement to and part of the Agreement to furnish continuing professional consulting services to the City of Winter Park (City) dated December 13, 2010.

Scope of Services

CH2M HILL will provide Bid Phase Services and Services During Construction (SDC) tasks for the Fairbanks Avenue Improvements Project as defined below.

Task 1 – Bid Phase Services

CH2M HILL will provide services to assist the City in selection of a Contractor for the construction of the project. The scope of work for bid services assumes a bid period of 90 days and includes the following tasks:

Task 1.1 – Bid Coordination

CH2M HILL will assist the City with the coordination of the bidding phase of the project, including bid advertisement, pre-bid conference, fielding of questions, bid opening, bid evaluations and award. CH2M HILL will assist the City with advertisements and notices announcing or soliciting bids for the construction of the project. The City will lead the bidding advertisement and interface with prospective bidders, and will pay directly for all advertisements and notices.

CH2M HILL will assemble the Bid Documents and deliver 6 hard copy sets of the bid documents to the City of Winter Park. The City will prepare all additional copies of the bid documents to send to prospective bidders and plan-holders. The City will coordinate with any plan rooms requesting a copy of the bid documents. The City will maintain a list of prospective bidders and plan-holders receiving the Bid Documents.

CH2M HILL will attend one pre-bid conference. CH2M HILL will develop the meeting agenda and content for the pre-bid conference. CH2M HILL will prepare minutes of the conference documenting key points of discussion. CH2M HILL will also record all questions and requests for additional information raised during the meeting, and will coordinate responses with the City and issue necessary responses through the addendum process.

CH2M HILL will follow City procedures for answering bidders' questions and requests for additional information. The procedures will include a log of all significant bidders questions

and requests and the response thereto. CH2M HILL will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, which may be in the form of addenda.

CH2M HILL will assist the City in opening and review of bids. CH2M HILL will review all bids and evaluate them for responsiveness to the requirements of the bid documents and bid amount. CH2M HILL will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder. CH2M HILL will prepare a summary of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City will make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.

Task 1.2 – Addenda

CH2M HILL will develop Addenda to the Bid Documents and will provide the City with Addenda for review and distribution to all bidders. Addenda may include revisions to contract drawings and/or specifications. Addenda will be approved by the City and the City will pay for the expenses of all Addenda. It is assumed that up to three addenda will be issued.

Task 1.3 – Conformed Documents

CH2M HILL will assist the City with the preparation of the notice of award; assembly and delivery of the executed contract for construction; and preparation of the notice to proceed. The City will sign the notice of award and the notice to proceed. CH2M HILL will produce a total of six copies of conformed construction document sets. This will include the selected Contractor's signed Bid, Addenda, executed Payment and Performance Bond and Certificates of Insurance. The conformed construction documents will be provided to the City and Contractor for signature and execution. Upon signature and execution, two copies will be issued to the Contractor, two copies will be issued to the City, and two copies will be retained by CH2M HILL.

Bid phase services will be considered complete when CH2M HILL provides the Contractor's executed conformed contract documents for the City.

Deliverables:

- Preparation and delivery of bid documents to the City
- Log of significant questions from potential bidders and suppliers
- Minutes of the pre-bid conference
- Addenda
- Bid Tabulation
- Recommendation of Award
- Six (6) copies of conformed construction documents

Task 2 - Services During the Construction Phase

Upon completion of the Bid Phase, CH2M HILL will provide services for project construction coordination, responding to design and technical submittals, field inspection, and close-out of the construction contract.

2.1 Engineer's Services During Construction

2.1.1 Site Coordination

Pre-Construction Conference

CH2M HILL will schedule and conduct one pre-construction conference with the Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the project.

Project Site Meetings

CH2M HILL field personnel will attend bi-weekly construction progress meetings with the Contractor, produce meeting minutes, and distribute them to the project team. Additionally, CH2M HILL field and project management staff will also attend monthly meetings with the City's representatives and the contractor's representatives.

2.1.2 Shop Drawings, Samples and Submittals

Submittal Schedule

The Contractor will provide CH2M HILL a proposed shop drawing and submittal schedule, which will identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submittal.

Review of Shop Drawings, Samples and Administrative Submittals

CH2M HILL will perform reviews of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data the Contractor is required to submit. CH2M HILL will log and track all shop drawings, samples and submittals.

CH2M HILL will review one submittal by the Contractor for each shop drawing, sample or submittal required, estimated at 120 submittals. A second submittal review is included for 25% of the estimated project submittals, bringing the total number of submittal reviews in this task order to 150.

CH2M HILL's review of all shop drawings, samples and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the construction contract, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Contractor Payment Applications

CH2M HILL will review monthly pay requests by the Contractor to determine if the

requested amount is representative of the work in place and materials on site. If necessary, appropriate adjustments will be made, and CH2M HILL will recommend the Contractor's pay request to the City of Winter Park. CH2M HILL will review a total of 13 pay requests under this task order.

2.1.3 Contractor Clarifications and Requests for Information (RFI/CCIR)

Requests for Information

CH2M HILL will review the Contractor's requests for information or clarification of the construction contract. CH2M HILL will coordinate with the City of Winter Park as appropriate. CH2M HILL will coordinate and issue responses to the requests.

CH2M HILL will provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications. CH2M HILL will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. CH2M HILL shall not be liable for the results of any such interpretations or decisions rendered in good faith. Up to 52 Requests for Information (RFI) will be addressed by CH2M HILL or approximately one RFI per week for the duration of the project. CH2M HILL will log and track the Contractor's requests.

Proposed Substitutions

CH2M HILL will coordinate with the City of Winter Park in reviewing and responding to the Contractor's requests for substitution of materials and equipment when proposed by the Contractor. CH2M HILL will review such requests and will advise the City of Winter Park as to the acceptability of such substitutions.

2.1.4 Change Management

Requests for Quotations and Change Orders

CH2M HILL will respond to and/or may request from the Contractor up to 5 Requests for Quotation (RFQ) or Change Orders (CO) for the benefit of the City of Winter Park. CH2M HILL will complete a comparative cost estimate and recommend to the City as to the cost effectiveness of each RFQ.

CH2M HILL will assist in negotiations with the Contractor regarding the scope and cost of these contract change orders. CH2M HILL will prepare such change orders as may be required and submit them to the City for approval.

2.2 Resident Engineering/ Field Inspection

2.2.1 Construction Inspection

CH2M HILL will provide a full-time Resident Engineer/ Construction Manager for the duration of the project to observe the quality of the work and to verify that the work is completed in accordance with the contract documents. For the field office, CH2M HILL will provide a part-time office assistant who will support the field inspection operations and project controls.

CH2M HILL will oversee and coordinate the work schedule of the FDOT-certified Construction Engineering and Inspection (CEI) sub-consultant for work occurring within FDOT right of way. The sub-consultant scope of services and fee proposal are provided in Exhibit #2. Inspection coverage for the various day and night-time work activities of the contractor will be managed by CH2M HILL. All reports, inspection forms, correspondence, and other documentation generated by the CEI firm will be managed by CH2M HILL.

2.2.2 Subsurface and Physical Conditions

Whenever the Contractor notifies CH2M HILL or City of Winter Park of unforeseen subsurface or physical conditions at the site, as stated in the construction contract, CH2M HILL will advise the City and inspect the conditions at the site. CH2M HILL will advise the City as to the appropriate action(s), and will assist the City in responding to the Contractor.

Engineering and technical services that are required to investigate the subsurface or physical conditions shall be considered an additional service.

2.2.3 Materials Testing

City of Winter Park will retain the services of a reputable materials testing firm to provide construction materials and geotechnical testing. The Contractor will be responsible for coordinating with the materials testing firm, CH2M HILL, inspection agencies and laboratories in the observation and testing of materials in accordance with the contract documents. CH2M HILL will receive and evaluate reports provided by the materials testing firm, agencies and laboratories.

2.2.4 Substantial and Final Completion

CH2M HILL will perform inspections at substantial and final completion, in accordance with the construction contract. CH2M HILL will prepare one punch list of items requiring completion and/or correction. CH2M HILL in coordination with the City of Winter Park will issue documents for substantial completion and acceptance of the work. CH2M HILL in coordination with the City will review and approve final payment, and phased release of retention. CH2M HILL will verify that the punch list items are completed by the contractor at final completion. CH2M HILL in coordination with the City of Winter Park will issue documents for final completion and acceptance of the work. CH2M HILL in coordination with the City will review and approve final payment, and final release of retention, and release of insurance and bonds.

Task 3 - Services During the Close-out Phase

CH2M HILL will provide services to close out the construction contract. CH2M HILL's services will include the following:

3.1 Record Drawings

CH2M HILL will revise original drawings and submit (1) set showing record information in electronic format to the City of Winter Park upon completion of the work. Record drawings will be developed using CAD/CAE equipment and techniques, from information supplied by the Contractor and CH2M HILL onsite personnel.

3.2 Operations and Maintenance (O&M) Manual

CH2M HILL will develop an Engineer's Operations and Maintenance Manual for the wastewater collection and conveyance system. This manual will provide an overview of the proper operation and monitoring of the Jackson Avenue Lift Station, and recommend procedures when to begin planning for the installation of the larger pumps. This O&M Manual will be submitted along with the certification documentation for FDEP clearance of the new collection system.

3.3 Agency Certifications

CH2M HILL will draft the final certification and clearance documentation required by the FDOT, FDEP and Orange County for closure of the construction permits, and submit them to the appropriate agencies. These certifications require the engineer of record for the various project components to certify that the project was constructed in conformance with the contract documents.

Assumptions

The following assumptions were used to develop this proposal:

1. The construction period will last 308 calendar days. Additional services will be provided by CH2M HILL at a rate of \$2,500 per day delay of substantial completion and \$1,000 per day for delay of final completion.
2. These services are based upon the understanding that City of Winter Park will contract directly with the Contractor. CH2M HILL will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, nor shall CH2M HILL be responsible for the Contractor's failure to perform in accordance with the contract documents.
3. The Contractor will limit the work hours of the project to 16 hours per 24 hour period, such that the CH2M HILL Resident Engineer and CEI sub consultant work no more than eight hours per shift each, and no more than forty hours per week per person.

-
4. CH2M HILL will attend one pre-construction meeting with City of Winter Park, Contractor and other interested parties in City of Winter Park's office or at the project site.
 5. CH2M HILL will attend 22 bi-weekly construction progress meetings at the project site.
 6. One CH2M HILL representative will be present at all 22 meetings, with one additional CH2M HILL representative, either the Project Manager or a Design Team-member attending 10 monthly meetings.
 7. No design services are part of this Task Order.
 8. The City or Contractor shall pay all costs associated with permit application fees.
 9. The City of Winter Park will provide direct compensation to the materials testing firm that provides tests for compliance with the specifications.
 10. Record Drawings, as required by the contract documents, will be prepared by CH2M HILL in electronic format and provided to the City of Winter Park.

ADDITIONAL SERVICES

CH2M HILL will, as directed, provide additional services that are related to the project but not included within this Scope of Services. These and other services can be provided, if desired by the City Of Winter Park, as an additional Amendment to the Agreement. Work will begin for the Additional Services after receipt of a written notice to proceed from the City. Additional Services may include:

- A) Additional construction phase services other than those defined in Scope of Services.
- B) Additional construction inspectors, if necessary, during peak construction activity, if requested by City.
- C) Services related to or extended by delay in completing construction by the construction contractor.
- D) Services rendered to resolve claims, litigation, and other controversy in connection with this project when such claim is for causes beyond the CH2M HILL's control.
- F) Additional RFI and Submittal processing over and above budgeted quantities.

Compensation

Compensation to CH2MHILL to complete the scope of services shall be based on the per diem rates provided in the Agreement and direct expenses as they are incurred.

The Fee to complete this Bidding Service and Services During Construction Task is \$903,448.00. Exhibit 1 provides a breakdown of the Fee. Total charges will not exceed this amount without prior written authorization from the City. The individual task budgets shown herein shall not be limiting and CH2M HILL may be required to reallocate budget between tasks during the completion of this task order to meet project requirements. Any reallocation will be within the total Fee authorized. Project charges will be billed monthly.

Schedule

The project schedule is tied to the bidding and construction contract requirements, however all durations described herein are binding and the basis of the compensation schedule. CH2M HILL does not own the schedule, and the previously submitted preliminary construction schedule is intended for planning purposes only.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Winter Park

By _____

Title _____

Date _____

Accepted for CH2M HILL

By 

Title V.P. AND AREA MANAGER

Date 4/22/11

Fairbanks Bidding and Services During Construction



Total Price Detail

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

Description	Per Diem Code	Unit	Quantity	Rate	Price
Top Task BD -					
Task BD.BD - Bidding Coordination					
Engineer 4	6	HOURS	40	135.00	5,400.00
Engineer 5	5	HOURS	40	160.00	6,400.00
Engineer 7	3	HOURS	16	230.00	3,680.00
Office	19	HOURS	16	65.00	1,040.00
			Subtotal for Labor	112	16,520.00
			Subtotal for Labor and Overhead		16,520.00
Travel - Site/ Winter Park		DOLLARS	4	20.00	80.00
			Subtotal for Travel		80.00
			Subtotal for Costs		16,600.00
			Subtotal for BD.BD - Bidding Coordination		16,600.00
Task BD.AD - Addenda					
Engineer 4	6	HOURS	40	135.00	5,400.00
Engineer 5	5	HOURS	40	160.00	6,400.00
Engineer 7	3	HOURS	8	230.00	1,840.00
Office	19	HOURS	8	65.00	520.00
			Subtotal for Labor	96	14,160.00
			Subtotal for Labor and Overhead		14,160.00
Reproduction		DOLLARS	600	1.00	600.00
			Subtotal for Other Direct Expenses		600.00
			Subtotal for Costs		14,760.00
			Subtotal for BD.AD - Addenda		14,760.00
Task BD.CD - Conformed Documents					
Engineer 5	5	HOURS	16	160.00	2,560.00
Engineer 7	3	HOURS	4	230.00	920.00
Office	19	HOURS	16	65.00	1,040.00
Technician 5	11	HOURS	16	135.00	2,160.00
			Subtotal for Labor	52	6,680.00
			Subtotal for Labor and Overhead		6,680.00
Reproduction		DOLLARS	2,400	1.00	2,400.00
			Subtotal for Other Direct Expenses		2,400.00
			Subtotal for Costs		9,080.00
			Subtotal for BD.CD - Conformed Documents		9,080.00
			Subtotal for BD		40,440.00
Top Task CS -					
Task CS.PM - Engineer Services During Construction					
Engineer 4	6	HOURS	264	135.00	35,640.00
Engineer 5	5	HOURS	704	160.00	112,640.00
Engineer 6	4	HOURS	48	190.00	9,120.00

Fairbanks Bidding and Services During Construction



Total Price Detail

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

Description	Per Diem Code	Unit	Quantity	Rate	Price
Engineer 7	3	HOURS	132	230.00	30,360.00
Office	19	HOURS	352	65.00	22,880.00
Subtotal for Labor			1,500		210,640.00
Subtotal for Labor and Overhead					210,640.00
Meeting Expenses		DOLLARS	2,000	1.00	2,000.00
Reproduction		DOLLARS	1,500	1.00	1,500.00
Subtotal for Other Direct Expenses					3,500.00
Travel - Site Visits		DOLLARS	104	20.00	2,080.00
Subtotal for Travel					2,080.00
Subtotal for Costs					216,220.00
Subtotal for CS.PM - Engineer Services During Construction					216,220.00
Task CS.RE - Resident Engineering					
Engineer 5	5	HOURS	1,734	160.00	277,440.00
Subtotal for Labor			1,734		277,440.00
Subtotal for Labor and Overhead					277,440.00
Field Supplies / Consumables		DOLLARS	3,500	1.00	3,500.00
Housing Allowance for RE		DOLLARS	15,000	1.00	15,000.00
Laptop Allowance for RE and CEI		DOLLARS	3,000	1.00	3,000.00
Per Diem Allowance for RE		DOLLARS	8,670	1.00	8,670.00
Subtotal for Other Direct Expenses					30,170.00
Project Truck & Fuel for RE		DOLLARS	10,000	1.00	10,000.00
Subtotal for Rentals					10,000.00
CEI Subcontractor		DOLLARS	293,978	1.00	293,978.00
Subtotal for Subcontract					293,978.00
Subtotal for Costs					611,588.00
Subtotal for CS.RE - Resident Engineering					611,588.00
Subtotal for CS					827,808.00
Top Task CO -					
Task CO.RD - Record Drawings					
Engineer 5	5	HOURS	40	160.00	6,400.00
Technician 5	11	HOURS	80	135.00	10,800.00
Subtotal for Labor			120		17,200.00
Subtotal for Labor and Overhead					17,200.00
Reproduction		DOLLARS	1,800	1.00	1,800.00
Subtotal for Other Direct Expenses					1,800.00
Subtotal for Costs					19,000.00
Subtotal for CO.RD - Record Drawings					19,000.00

Task CO.OM - O&M Manual

Fairbanks Bidding and Services During Construction



Total Price Detail

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

Description	Per Diem Code	Unit	Quantity	Rate	Price
Engineer 5	5	HOURS	40	160.00	6,400.00
Technician 2	14	HOURS	24	85.00	2,040.00
Subtotal for Labor			64		8,440.00
Subtotal for Labor and Overhead					8,440.00
Reproduction		DOLLARS	600	1.00	600.00
Subtotal for Other Direct Expenses					600.00
Subtotal for Costs					9,040.00
Subtotal for CO.OM - O&M Manual					9,040.00
Task CO.CR - Certifications					
Engineer 4	6	HOURS	24	135.00	3,240.00
Engineer 5	5	HOURS	24	160.00	3,840.00
Subtotal for Labor			48		7,080.00
Subtotal for Labor and Overhead					7,080.00
Travel - Permit Agency visits		DOLLARS	4	20.00	80.00
Subtotal for Travel					80.00
Subtotal for Costs					7,160.00
Subtotal for CO.CR - Certifications					7,160.00
Subtotal for CO					35,200.00
Grand Total					903,448.00

Fairbanks Avenue (SR426) Improvements, I-4 to US-17/92

Project Understanding

CH2M Hill has requested Brindley Pieters and Associates, Inc. (BPA) to provide construction inspection services for the City of Winter Park on the Fairbanks Avenue (SR426) Improvements Project, between I-4 and US-17/92.

BPA understands that the work proposed to be done by the City selected contractor on this project will include, but is not limited to the following:

- Gravity sewer and force main installation within Fairbanks Ave. ROW, including trench backfill and asphalt restoration
- Inspection of contractor's MOT
- Service lateral and 100' side street gravity main installation along Fairbanks Ave.
- Raised median construction within Fairbanks Ave. ROW
- Pedestrian Improvements along Fairbanks Ave. ROW
- Street Lights along north side of Fairbanks Ave. ROW
- Mast Arm Signals at the Formosa Ave. and Clay St. intersections with Fairbanks Ave.
- Milling and Resurfacing of Fairbanks Ave.
- Other miscellaneous items, including landscaping/irrigation system for medians within Fairbanks Ave. ROW, signage and pavement marking, etc.

BPA also understands that the work will be performed by the contractor at night and that BPA's services will be required in accordance with the contractor's schedule.

Services to be Provided

BPA will provide services to assist in coordinating the site activities, monitoring the contractor's performance, monitoring contractor traffic control/MOT plan and responding to design and technical submittals. The scope of work for this project regarding services during the construction phase is detailed in Attachment A.

Schedule

The estimated schedule of services described herein is for the period September 2011 through June 2012.

Compensation

Compensation authorized under this WORK ORDER will be based on a Lump Sum Fee of two hundred ninety-three thousand, nine hundred and seventy-eight dollars (\$293,978.00) in accordance with the AGREEMENT and as detailed in Attachment B.

Detailed Scope Description of Services during Construction, during Close-Out and during Post-Construction Phase

Services During the Construction Phase

BPA will provide services to assist in coordinating the site activities including acceptance testing, administering the contract for construction, monitoring the contractor's performance, monitoring traffic control/MOT plan and responding to design and technical submittals. BPA will keep CH2M HILL/Owner advised of the progress of the construction. This includes submitting monthly progress reports to CH2M HILL/Owner and holding periodic meetings and consultations with CHM2 HILL/Owner.

Documents Management and Procedures

BPA will implement procedures for managing, tracking and storing all relevant documents between the Contractor, BPA, CH2M HILL and Owner produced during the Construction and Closeout phases of the project.

BPA will implement procedures for the logging, tracking and reporting of all relevant correspondence and documents. BPA will monitor all outstanding decisions, approvals or responses required from BPA, CH2M HILL, the Contractor or the Owner.

Site Coordination

Pre-Construction Conference

BPA shall coordinate and attend one pre-construction conference with the Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project. BPA will take minutes or otherwise record the results of this conference and distribute to meeting attendees.

Correspondence and Communications

BPA will implement and maintain regular communications with the Contractor during the construction. BPA will coordinate the receipt and logging of all communications from the Contractor and will coordinate all communications (written or oral) between CH2M HILL, Owner and Contractor during construction. BPA will provide recommendations to CH2M HILL/Owner for written communications between the Owner and Contractor. BPA will not communicate directly with the Contractor's subcontractors.

Project Site Meetings

BPA will conduct regular meetings with the Contractor and will prepare the minutes of these meetings.

Field Instructions and Orders

BPA will issue field instructions, orders or similar documents, during construction as provided in the contract for construction.

Construction Contract Administration

Permits, Bonds and Insurance: BPA will verify that the required permits, bonds and insurance have been obtained and submitted by the Contractor. These will be filed with project records and eventually be submitted as part of the close-out documents.

Payments to Contractor

BPA will receive and review the Contractor's requests for payment and will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. BPA shall provide recommendations to CH2M Hill/Owner as to the acceptability of the requests.

Recommendations for payment will be based upon BPA's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated.

Changes

Minor Variations in the Work

BPA may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.

Owner's Requested Changes

BPA will assist CH2M HILL/Owner with the issuance of changes to the contract for construction. BPA will receive and review the Contractor's response to the request for change and will obtain such further information as necessary to evaluate the basis for the Contractor's proposal. BPA will assist the CH2M HILL/Owner with negotiations of the proposal and, upon approval by the Owner, prepare final change order documents for execution by the Owner and Contractor.

Contractor's Requested Changes

BPA shall review all Contractor-requested changes to the contract for construction and will make recommendations to CH2M HILL/Owner regarding the acceptability of the Contractor's request and, upon approval of the Owner, assist CH2M HILL/Owner in negotiations of the requested change. Upon agreement and approval, BPA will prepare final change order documents.

Design and engineering services to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall be performed by Engineer of Record.

Interpretations of Contract Documents

The Engineer of Record will provide written responses to the Contractor's request for interpretation or clarification of the contract documents.

Claims and Disputes

BPA will receive, log, and notify CH2M HILL/Owner about all letters and notices from the Contractor concerning claims or disputes between the Contractor and Owner pertaining to

the acceptability of the work or the interpretation of the requirements of the contract for construction. BPA will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. BPA will advise the CH2MHILL/Owner regarding the Contractor's compliance with the contract requirements for such claims and disputes. BPA will assist CH2M HILL/Owner in discussions with the Contractor to resolve claims and disputes.

BPA will not issue decisions on Contractor claims or disputes. BPA will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

Project Controls

Contractor's Schedule

BPA will review the Contractor's construction schedule and periodic updates and verify that it is consistent with the requirements of the contract for construction. BPA will advise the Contractor of any areas where the schedule is not in compliance with the contract for construction. BPA will provide comments to CH2M HILL/Owner to assist the Owner in approving, accepting or taking other action on the contractor's schedule, in accordance with the contract for construction.

BPA's review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction.

Effect of Change Orders

BPA will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. BPA will advise CH2M HILL/Owner as to the potential impact of proposed or issued Change Orders. BPA will assist CH2M HILL/Owner in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.

Reports

BPA will provide monthly reports to the CH2M HILL/Owner as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction. BPA will provide reports at Owner's request.

Field Inspection

Independent Testing, Inspection and Survey Services

The Owner will employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. BPA will assist in coordinating Owner provided testing, inspection and survey services. BPA will review the reports and other information prepared by the independent firms that are provided to the Owner. BPA will assist in coordinating their schedules and the transmittal of their reports, findings or other information to the Contractor and/or the Owner. BPA shall not be responsible for the

accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.

Review of Work

BPA will conduct on-site observations as needed of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. BPA inspection staff will supervise a team of field inspection staff, who will prepare written reports, diaries or other records of their observations. BPA's inspection staff will arrange for monthly photographs of the work in progress by the Contractor, which will be made available to the Owner.

BPA's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. BPA does not guarantee the performance of the Contractor. BPA's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and BPA shall not assume liability in any respect for the construction of the project. BPA shall, with the assistance of CH2MHILL/Owner, obtain written plans from the Contractor for quality control of its work, and will monitor the Contractor's compliance with its plan.

Deficient and Non-conforming Work

Should BPA discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, BPA will bring this to the attention of the Contractor and CH2M HILL/Owner. BPA will thereupon monitor the Contractor's corrective actions and shall advise CH2MHILL/Owner as to the acceptability of the corrective actions.

Design Consultant Visits

BPA will coordinate two visits to the site by the design consultant members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design consultant members by the Contractor or the Owner.

Factory and Off-Site Tests and Inspections

BPA will coordinate tests and inspections of work, materials and equipment for the project at off-site facilities and suppliers, as specified in the contract for construction.

Performance and Witness Testing

BPA will attend and witness field tests as specified in the contract for construction and BPA contract scope. It is assumed that no factory tests will be required.

Regulatory and Third Party Testing and Inspections

BPA will monitor the Contractor's coordination of inspection and testing by regulatory and third party agencies that have jurisdiction over the project.

Subsurface and Physical Conditions

Whenever the Contractor notifies BPA or CH2M HILL/Owner of unforeseen subsurface or physical conditions at the site which the contract for construction provides should be so notified, BPA will advise CH2M HILL/Owner and inspect the conditions at the site. BPA will advise CH2M HILL/Owner as to the appropriate action(s), and will assist the CH2M HILL/Owner in responding to the Contractor.

Engineering and technical services that are required to investigate the subsurface or physical conditions shall be considered an Additional Service.

Substantial and Final Completion

BPA will assist CH2M HILL/Owner with inspections at substantial and final completion, in accordance with the contract for construction. BPA will prepare up to two (2) separate punch lists of items requiring completion or correction. BPA shall make recommendations to CH2M HILL/Owner regarding acceptance of the work based upon the results of the final inspection.

Specialty Inspections

BPA assumes no specialty inspections or testing services are required for this project.

Shop Drawings, Samples and Submittals

Submittal Schedule

BPA will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Review of Shop Drawings, Samples and Submittals

BPA will coordinate with the design consultant for the reviews of the Contractor's shop drawings, samples, and other submittals. BPA will log and track all shop drawings, samples and submittals.

BPA and design consultants's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Scope of Review

BPA's scope shall be based upon the scope of work in the contract for construction and shall include for a maximum of two submissions by the Contractor for each shop drawing, sample or submission. Should there be additional reviews required of BPA and design consultant, BPA shall be entitled to additional compensation.

Design Clarifications

Requests for Information

BPA will review the Contractor's requests for information or clarification of the contract for construction. BPA will coordinate such review with the design consultant and with CH2M HILL/Owner as appropriate. BPA will coordinate and issue responses to the requests. BPA will log and track the Contractor's requests.

Proposed Substitutions

BPA will assist CH2M HILL/Owner in reviewing and responding to the Contractor's requests for substitution of materials and equipment. BPA will review such requests and will advise the CH2M HILL/Owner as to the acceptability of such substitutions.

Safety

BPA will manage the health, safety and environmental activities of its staff and the staff of its sub-consultants, if any, to achieve compliance with applicable health and safety laws and regulations.

BPA will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. BPA will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose BPA staff, or staff of BPA sub-consultants, if any, to unsafe conditions.

BPA will notify affected personnel of any site conditions posing an imminent danger to them which BPA observes.

BPA is not responsible for health or safety precautions of construction workers. BPA will review Contractor's worker's safety and accident prevention plan. This does not relieve the Contractor of his responsibilities to provide for the safety of his workers. BPA is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Services During the Close-Out Phase

BPA will assist CH2M HILL/Owner in closing out the contract for construction and commencement of the Owner's use of the completed work. BPA's services shall include the following.

Substantial Completion

BPA will assist CH2M HILL/Owner in issuing documents for substantial completion and acceptance of the work. BPA will advise CH2M HILL/Owner on payment, and partial release of retention.

Final Completion

BPA will assist CH2M HILL/Owner in issuing documents for final completion and acceptance of the work. BPA will advise CH2M HILL/Owner on final payment, release of retention, and release of insurance and bonds.

Vendor Operation and Maintenance Manuals, Training

BPA will coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance and for training of the Owner's staff by the Contractor.

Warranties, Guarantees, Lien Releases

BPA will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. BPA will advise CH2M HILL/Owner as to the acceptability and compliance of these documents with the contract for construction.

Close-out File and Records

BPA will provide to CH2M HILL/Owner an organized set of project documents and records.

Post-Construction Phase Services

Operation and Maintenance Training

BPA will also coordinate the services of qualified representatives from equipment manufacturers when included in the contract documents.

Record Drawings

BPA will coordinate the preparation of the record drawings with the design consultant. Reproducible set and hard copies as well as electronic copies per contract requirements will be submitted to the Owner. BPA will meet with the Contractor as necessary to discuss the preparation and submittal of record drawings.

Record Documents

BPA will coordinate the Contractor's submittal of record drawings, specifications and other record documents and shall transmit these to CH2M HILL/Owner.

Attachment B

BRINDLEY PIETERS & ASSOCIATES

FEE PROPOSAL FAIRBANKS AVENUE, FROM I-4 TO US17/92 FOR PERIOD SEPTEMBER 2011 THROUGH JUNE 2012

Assumptions

Contractor Period is 44 weeks

Engineer Period is 38 weeks

Inspector Period is 20 weeks

All work at night, within the FDOT R-O-W

		ENGINEER		CONSTR INSP		TOTAL COST	HOURS
1.0	LABOR	RATE	\$ 151.83	RATE	\$ 62.12		
	PERIOD	HRS	AMOUNT	HRS	AMOUNT		
	38 WEEKS @ 40 HRS/WK	1520					
	20 WEEKS @ 40 HRS/WK			800			
	TOTAL	1,520	\$ 230,782.00	800	\$ 49,696.00	\$ 280,478	2,320
	TOTAL LABOR					\$ 280,478	2320
2.0	VEHICLE EXPENSES	QTY	UNIT	RATE	AMOUNT		
	Vehicle A Cost	9	month	1,000	\$ 9,000.00		
	Vehicle B Cost	4.5	months	1,000	\$ 4,500.00		
	Vehicle Expense Total					\$ 13,500	
	TOTAL DIRECT EXPENSE					\$ 13,500	
	GRAND TOTAL					\$293,978	



This agreement is entered into on this ____ day of _____ 2011 by and between GEOSTAR Consulting, (hereafter "GEOSTAR") and _____, whose principal place of business is _____, (hereafter the "Client").

The client hereby authorizes GEOSTAR to review the Client's telecommunications systems and invoices, gas and electric invoices, and all electronic transaction processing services to submit recommendations for improvements including recommendations for possible savings. This review may include the review of existing systems, services, equipment, suppliers, plans and other telecom functions for improvement or cost savings.

NOW THEREFORE, in consideration for the mutual promises and valuable consideration contained herein, the parties do hereby agree to the following terms

ARTICLE I SCOPE OF SERVICES

1. Evaluation. GEOSTAR shall perform a review of the Client's communications network, including telecommunication services, internet services, other communication services, gas and electric expenditures, and all electronic transaction processing services utilizing GEOSTAR's industry knowledge, experience, relationships, and proprietary information (the "Review"). GEOSTAR will deliver to the Client a Strategic Review Analysis report (the "Report") detailing its findings and identifying the potential savings to the Client and listing additional service options, identified below.

In order to permit GEOSTAR to thoroughly and effectively evaluate the Client's present telecommunication, gas and electric, and electronic transaction processing services situation, the Client agrees to execute and deliver to GEOSTAR a Letter of Authorization, attached as "*Exhibit A*" and made a part of this Agreement by reference, authorizing GEOSTAR to contact and obtain account information from the Client's current telecommunications, gas, electric and electronic transaction processing vendor(s).

The client acknowledges and agrees that upon entering into this agreement with GEOSTAR, vendor knowledge of this agreement may cause those existing vendors to offer certain protective offers. Any and all offers that are tendered during the course of this agreement will be deemed a direct result of this agreement and therefore will be included in the GEOSTAR recommendations as a part of the audit and consulting work product of GEOSTAR.

Any and all alternative or potential new vendor offers tendered during the term of this agreement will also be included in the GEOSTAR recommendations as part of the audit and consulting work product of GEOSTAR.

The client also agrees that in the event any vendor offers generated and accepted during the time of this audit will be deemed a result of this agreement and will be billed in accordance with the terms and conditions of this agreement.

All pending negotiations and agreements by the client with vendors prior to entering into this agreement will not be considered as a result of the agreement with GEOSTAR. In order to establish all pending agreements or negotiations entered into prior to this agreement, the client must complete the BENCHMARK REPORT (EXHIBIT B) within five business days of entering the contract.

The client agrees that any additional savings recognized on the pre-existing negotiations or agreements identified on the BENCHMARK REPORT will be deemed as part of the work product of GEOSTAR and those additional savings will be part of GEOSTAR'S recommendations to the client and subsequent billing to the client.

The client will provide GEOSTAR with equipment records, telecommunications invoices, gas, electric invoices, and all electronic transaction processing services invoices contracts and other related information, as well as written authorization for GEOSTAR to receive all such records and information directly from suppliers, during the payment term of this agreement as required by GEOSTAR.

2. Recommendations. Upon completion of the Review and delivery of the Report, GEOSTAR shall provide the Client with specific written recommendations to improve efficiency and reduce costs involved with the Client's telecommunication network (the "Network") and associated utility services.

3. Quarterly Management of Network Implementation Reports. If the Client elects to implement GEOSTAR's recommendations, GEOSTAR shall provide to the Client a Management of Network Implementation report (the "MONI Report") on a quarterly basis. The MONI Report will report the actual Savings generated by the implementation of GEOSTAR's recommendations and compensation to GEOSTAR shall be payable as described below.

ARTICLE II TERM, IMPLEMENTATION DATE AND RECOVERY PERIOD

1. Term. This Agreement becomes effective upon execution by the parties. GEOSTAR shall perform the Review and provide the Client with the Report. The Client shall have 15 business days to review the Report and identify the Services which it will retain GEOSTAR to perform with respect to the Client's Network and associated utility services. The Client shall then give written Notice to GEOSTAR of the services and implementation solutions it will implement. Furthermore, the client agrees that initial savings may be immediately recognized and those recommendations will be presented by GEOSTAR immediately to the client for approval. Subsequent recommendations may be made to the client for approval at a later time. The initial savings recommendations will be made to the client for approval in order to recognize and implement immediate savings. If there are multiple recommendations, the 36 month recovery period for billing purposes as set below will commence upon that individual savings recommendation being implemented and continue for a full 36 month cycle.

The client is under no obligation to implement any of the savings recommendations.

2. Implementation Date. Upon receipt of the Client's request for specific services and implementation of solutions identified in the Report, GEOSTAR shall provide to the Client written notice of a project implementation date, as defined herein. For the purposes of this Agreement, the "Implementation Date" shall be the date upon which all of the requested services are complete and placed in service by GEOSTAR. GEOSTAR reserves the right to modify the Implementation Date if necessary.

3. Recovery Period. Upon the full implementation of the selected solutions, GEOSTAR shall recover its fees, as defined below in Section III, for a period of 36 months from the Implementation Date (the "Recovery Period").

ARTICLE III FEES AND PAYMENT TERMS

1. Fees. The benchmark for purposes of measuring savings and subsequently the amount due GEOSTAR shall be the fees and rates Client is paying, for Client's current usage, for any and all areas of telecommunication, gas, electric and electronic transaction processing services in effect at the date of this Agreement (the "Benchmark"). The Benchmark amount will be clearly identified in the Report. Any fee or rate reduction from current or future vendors after the date of this Agreement for any reason shall constitute savings and thus be applied to calculate the amount due GEOSTAR.

2. Savings Guarantee: Client shall pay GEOSTAR an advance fee of \$500.00 against future savings. ("Advance Fee") The payment of the Advance Fee is due at the time of the execution of this Agreement. GEOSTAR guarantees that the Strategic Review Report will include recommendations designed to provide cost and efficiency savings from the Benchmark ("Savings") in excess of the Advance Fee. **If the report fails to include such recommendations, the Client may elect to terminate this Agreement, and GEOSTAR shall refund the Advance Fee.**

3. GEOSTAR Compensation. The Client shall pay to GEOSTAR, an amount equal to 50 percent of the Savings realized as a result of the acceptance of recommendations made by GEOSTAR and reductions in cost realized as a result of GEOSTAR's instigation or negotiation of such cost reductions.

Billing to the client will be for thirty-six (36) months from the date of implementation of the accepted recommendation, or cost reduction.

The monthly amount due to GEOSTAR will be based on the estimated Savings in the MONI (Management of Network Implementation) Report. On a quarterly basis, the amount payable to GEOSTAR by the Client will be adjusted based on the actual savings as reported to the Client in MONI Report. Any amounts determined to be owed to GEOSTAR above the monthly payments are due and payable within thirty (30) days of the Client's receipt of the MONI Report.

The client also agrees to pay GEOSTAR, **fifty (50) percent** of each refund or credit or other consideration realized based on GEOSTAR's identification of billing errors or other causes. Payment will be due within thirty (30) days of the receipt of the refund, credit or consideration by the client.

The client agrees that if there is a one time capital investment by the client, its recovery of that investment will begin with the first monthly billing by GEOSTAR of savings and continue until the client's investment has been recovered. Thereafter, GEOSTAR will begin its 36 month billing cycle for payment as set forth in the payment terms.

Monthly payments to GEOSTAR by the Client are due in every calendar month period that actual Savings are obtained. A service charge of 1.5% will be added to all balances owed to GEOSTAR but not received within thirty (30) days after the date of invoice. Any payment credit owed to the Client by GEOSTAR for months where no Savings occurred will be credited against any amounts then owing upon the next quarterly MONI Report.

In the event that the Client's balance remains unpaid for more than sixty (60) days, GEOSTAR may elect to declare the Client in breach of this Agreement and receive as damages any past due amounts, together with any service charges accrued on the account, and an amount equal to the number of months remaining on this Agreement multiplied by the average monthly fee paid to GEOSTAR. If no monthly fee has been paid to GEOSTAR, then an amount equal to seventy-five percent (75%) of the projected monthly savings as set forth in the Savings and fee summary contained in the Report multiplied by the Recovery Period is due. The aggregate amount shall be paid within fifteen (15) days after demand by GEOSTAR. The Client agrees to pay all costs and expenses incurred by GEOSTAR in the collection of such amounts, including reasonable attorney's fees.

4. Termination. Because GEOSTAR's sole compensation for the services it provides under this Agreement comes from the Client's Savings, the Client agrees that it shall not terminate its payment obligation to GEOSTAR prior to the expiration of the 36 month term from the Implementation Date of this Agreement. If the Client terminates this Agreement in violation of this Section 4, GEOSTAR shall declare the Client in breach of this Agreement and receive as damages any past due amounts, together with any service charges accrued on the Client's account, and an amount equal to the number of months remaining on this Agreement multiplied by the average monthly fee paid to GEOSTAR. If the Client has not yet paid a monthly fee to GEOSTAR, then GEOSTAR shall be entitled to an amount equal to seventy-five percent (75%) of the projected monthly savings as set forth in the Savings and fee summary contained in the Report multiplied by the remainder of the Recovery Period. The aggregate amount shall be paid within fifteen (15) days after demand by GEOSTAR. If the Client fails to make said payment, then GEOSTAR may pursue litigation and the Client agrees to pay all costs and expenses incurred by GEOSTAR in the collection of such amounts, including reasonable attorney's fees.

5. Intellectual Property. The Client acknowledges that GEOSTAR will use its industry experience and proven negotiation approach and methodology to negotiate and present the best possible solution(s) to the Client. GEOSTAR agrees to fully disclose and document the results of its efforts on behalf of the Client. The Client agrees that it has no right to independently implement such results or other savings identified and/or developed by GEOSTAR without GEOSTAR being receiving remuneration for a period of three (3) years following the delivery of the Report. The Client acknowledges GEOSTAR's ownership and right to compensation as a result of GEOSTAR's work product for the three (3) year period following the delivery of the Report if the Client elects not to engage GEOSTAR to implement the Savings and implements savings recommendations independently.

ARTICLE IV MISCELLANEOUS

1. Notice. Any notice, demand or statement required or permitted under this Agreement to be given, furnished, or made by any party to the other shall be sent to the parties principal address identified above, or to any other address as the parties may specify in writing. Notice shall be effectuated by personal delivery or via registered or certified mail to the other party.

2. Survival of termination. Except as expressly provided otherwise herein, all of the representations, warranties, covenants and agreements of the parties hereunder shall survive and remain in full force and effect following the implementation and completion of the work.

3. Additional Services. In the event the Client seeks to retain GEOSTAR to provide additional services not contemplated in this Agreement, the additional services and the terms of payment shall be agreed upon by the parties in writing in a separate agreement.

4. Governing Law. The laws of the State of Ohio shall govern the terms and conditions of this Agreement, without regard to conflict of law and jurisdiction for any and all legal issues or litigation shall be deemed in SUMMIT COUNTY, Ohio.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed as a duplicate original, but all counterparts taken together shall constitute duplicate originals of the same agreement.

6. Headings. The headings contained herein are for reference only and shall not affect the meaning of any of the provisions of this agreement.

7. Severability. If any of the provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions shall be unimpaired and remain enforceable.

8. Complete Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

9. Successors and Assigns. The rights, benefits, duties and obligations under this Agreement shall inure to and be binding upon the Company, its successors and assigns and upon the Contractor and his legal representatives, legatees and heirs. It is specifically understood, however, that this Agreement constitutes a personal service contract which may not be transferred or assigned by the Contractor. The Company may assign any of its rights and obligations hereunder to any subsidiary or affiliate of the Company or to a successor or surviving company resulting from a merger, consolidation, sale of assets or stock, or other corporate reorganization, on condition that the assignee shall assume all of the Company's obligations hereunder; and it is agreed that such successor or surviving company shall continue to be obligated to perform the provisions of this Agreement.

10. Modification, Waiver, and Amendment. The failure of either party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder, or the future performance of any such term, covenant or condition, but the obligations of either party with respect thereto shall continue in full force and effect.

11. Assignment. Neither party may assign this Agreement, any right or obligation hereunder or subcontract any duties hereunder without the written consent of the other party and any such attempted assignment or delegation shall be void.

12. Authority. By executing this Agreement, the parties represent and warrant that the execution of this Agreement has been authorized by any required corporate or other required action and not further action of any kind are necessary to make this Agreement valid and enforceable.

IN WITNESS HEREOF, the parties have voluntarily and freely entered into this Agreement with the intent to be bound by the terms and conditions herein and have caused this Agreement to be signed by the duly authorized officers as of the date set forth above.

“GEOSTAR”

By: _____

Its: _____

Witness _____

Witness _____

“CLIENT”

By: _____

Its: _____

Witness _____

Witness _____

LETTER OF AUTHORIZATION

To: All authorized Telephone Operating Companies, Local Exchange Carriers, and Interconnect Vendors, Electric & Natural Gas Vendors, and Electronic Transaction Processing Services.

We have engaged GEOSTAR Consulting to act on our behalf regarding all of our utility and electronic transaction processing services. We hereby authorize GEOSTAR Consulting to obtain any and all copies of our records from your company. **This authorization is only intended for the gathering of information and GEOSTAR is not authorized to make any changes to our services without our written authorization.** This authorization is irrevocable for a period of 36 months from the date set out below. Please forward all records as requested and add GEOSTAR's name to the account.

Please provide GEOSTAR with the same courteous, efficient service that your company has offered us in the past.

Thank you for your cooperation,

Company Name: _____

Telephone Number: _____

Federal ID _____

Signature: _____

Date: _____



Geostar PBS Audit Checklist

Date_____

Company:

Contact name/number:

E-Mail Address:

Of locations:

City/Cities/State:

***Please provide bills for a 30 day period for all locations**

Date Recd:

_____ Merchant Services Invoices	_____
_____ Electric bill	_____
_____ Gas bill	_____
_____ Local phone bills	_____
_____ Long distance phone bills	_____
_____ Data provider bills (i.e.: T-1's, pt to pt T-1's)	_____
_____ Internet connection bills (dsl, T-1's)	_____
_____ Cellular Service bills	_____
_____ Pager Provider bills	_____
_____ Phone Equipment Vendor bills	_____
_____ (Service contract bills or consulting bills)	_____
_____ Any other misc. utility bills list:	_____

This section for internal use only:

Audit performed by Geostar representative_____

Vendor name	Date of contact	Notes:
-------------	-----------------	--------



(EXHIBIT B)

BENCHMARK REPORT

Client Name: _____

Date: _____

Vendors: _____

Pending Contract Negotiations: _____

Outstanding Billing or Refund Issues: _____



Please attach any supporting documentation, correspondence, or quotes for any pending credit, refund or contract negotiation from any vendor under current consideration in order for GeoStar to use as a benchmark for establishing future savings calculations. From this recorded date forward any new savings over and above what has been identified in this report is to be recognized and will be credited to GeoStar.(Please date and initial any attachments provided)

Signatures below confirm that I hereby have the authority from my organization to authorize that all benchmarking considerations have been clearly identified. This authorization allows GeoStar to calculate actual savings for the execution and accuracy of future invoice consulting fees.

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



city commission agenda item

item type	Consent Agenda	meeting date	June 13, 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 type="checkbox"/> N/A		final vote

subject

IFB-9-2011 Purchase of Power Transformer (Canton Avenue Substation T-2)

motion | recommendation

Recommend Commission approve award to GE Prolec Transformers Inc.

background

- February 14, 2011 – City Commission reprioritized use of the remaining 2007 bond proceeds to permit replacing the T-2 power transformer at the Canton Avenue Substation. The existing transformer is failing and has been removed from service.
- March 7, 2011 – City issued Invitation for Bid
- March 14, 2011 – a Pre-Bid Meeting was held
- April 5, 2011 – Bids were opened and acknowledged. A total of six (6) bids were received.

Of the six bids received three were determined to be non-responsive regarding installation services of the transformer. Three were determined to comply with the IFB requirements. The bid tabulation including evaluation for losses is shown below.

Vendor	Bid Price	Evaluated Price
Virginia Transformer	\$561,000	\$953,575
Prolec/GE	\$610,411	\$963,411
SHIHLIN	\$611,850	\$967,430

SHIHLIN does not have significant experience/market penetration in large power transformers in the U.S. and Virginia Transformer does not have significant experience/market penetration in large power transformers in the southeast. This results in inadequate references and lack of technical support in our region. Given that all of our large power transformers are GE transformers and that we enjoy good technical support here in Florida, and that the evaluated bid price for Prolec/GE is within 1% of the low evaluated price, Staff recommends award to Prolec/GE as the best overall bid.

See attached analysis from Phillip Clark Utility Consulting, which has also been reviewed and accepted by Jerry Warren, Director of Electric Utility.

alternatives | other considerations

Other bids received

fiscal impact

At its February 14, meeting, the City Commission approved using up to \$745,000 of the remaining 2007 bond funds to purchase the new transformer. Therefore adequate funding is available.

long-term impact

The purchase of the replacement T-2 transformer puts the City's electric department where all large power transformers are less than 7 years old. Since power transformers have an expected life of 30 or more years, the City should not need to buy additional large power transformers for 25 years.

strategic objective

Quality facilities & infrastructure

PHILLIP CLARK UTILITY CONSULTING

6445 Pinewood Drive, Orlando, Florida 32822 Phone: 321-278-8578 Email: pclark8@cfl.rr.com

May 9, 2011

Mr. Jerry Warren
Director Electric Utilities
401 Park Avenue
Winter Park, Florida 32789

Gentlemen:

As a follow-up to our conversation regarding my memo dated May 6, 2011 recommending that Winter Park award the contract for the new T2 transformer to Prolec/GE I would like to offer the following observations:

1) Of the six bids received three failed to meet the requirements of the specification regarding the necessary installation services. The three bidders that meet the technical and installation requirements of the Bid are Prolec/GE, SHIHLIN (WESCO) and Virginia Transformer. The base bids would rank Virginia Transformer as the low bidder followed by Prolec/GE then SHIHLIN Electric as shown below:

VIRGINIA TRANSFORMER	\$561,000
Prolec/GE	\$610,411
SHIHLIN (WESCO)	\$611,850

2) The loss evaluation included in the bid documents is based on "guaranteed losses". If the transformer fails to perform during testing, such that the guaranteed losses stated in the bid are exceeded, the price of the transformer is reduced in accordance with the formulas used for loss evaluation. The bids submitted by all six vendors included loss data. SHIHLIN transformer listed losses at the specified 33MVA @ 55 deg C temperature rise that were lower than the next lowest transformer by a significant margin. This had the effect of changing the evaluated cost of the bids as shown:

SHIHLIN (WESCO)	\$611,850	\$305,580	\$917,430
VIRGINIA TRANSFORMER	\$561,000	\$376,075	\$937,075
Prolec/GE	\$610,411	\$353,000	\$963,411

The loss data provided by SHIHLIN is significantly lower than the losses submitted by any of the six manufacturers. If the bid were awarded to SHIHLIN I would recommend that a third party consultant who is a transformer expert be contracted to witness the factory assembly and testing of the Winter Park transformer to insure that there are no problems with the unit before it leaves the factory and that the losses as tested don't exceed the guaranteed losses. I estimate this will cost as much as \$50,000 due to the fact that SHIHLIN's factory is located in Taiwan.

Witnessing the factory assembly and testing of a transformer from Virginia Transformer would cost and estimated \$16,500.

Since all four of the new transformers in service at Winter Park were manufactured by Prolec/GE and the last one was put in service 17 months ago I did not estimate costs for witnessing the factory assembly and testing of the Prolec/GE unit.

	BID	LOSS EVALUATION	BID PLUS LOSSES	WITNESS TESTING	EVALUATED TOTAL
VIRGINIA TRANSFORMER	\$561,000	\$376,075	\$937,075	\$16,500	<u>\$953,575</u>
Prolec/GE	\$610,411	\$353,000	\$963,411	\$0	<u>\$963,411</u>
SHIHLIN (WESCO)	\$611,850	\$305,580	\$917,430	\$50,000	<u>\$967,430</u>

However, there are other factors which entered into my recommendation that the City of Winter Park award the contract to Prolec/GE.

Both Virginia Transformer and SHIHLIN are making an effort to build market share in the utility industry. In the case of SHIHLIN I was not able to locate any customers with a transformer of comparable size in the US that was in service for more than a couple of years. In the case of Virginia Transformer it appears that the all of the transformers of this size and type that have been sold recently are in Texas, Oklahoma, Tennessee, and South Carolina with none being sold in Florida. Prolec/GE is a well know supplier of power transformers of this size and type not only at Winter Park but at other utilities in Florida.

I also anticipate that the effort necessary to install the Prolec /GE unit to replace the existing Canton T2 transformer will be less than required for any other bidder due to the fact that the Canton T1 replacement was for an identical unit and less effort should be required to review the shop drawings and prepare the foundation for the new unit.

This transformer will account for 20 percent of the City's connected substation transformer capacity therefore it is important that the experience of the bidder be considered. As a result of a review of references and discussions with both SHIHLIN and Virginia Transformer it is apparent that neither vendor has any recent experience in Florida or in the case of SHIHLIN any experience at any utility in the Southeast. Because of the lack of experience related to the delivery of transformers of this type and size listed in the references for SHIHLIN and Virginia Transformer it is my recommendation that the City award this contract to Prolec/GE as the best and most responsive bid pending resolution of any issues related to the business terms of the contract.

Sincerely,

Phil Clark



city commission agenda item

item type	Consent Agenda	meeting date	June 13, 2011
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning Dept.		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A		
	final vote		

Subject: Development and Easement Agreement for 121 Garfield Avenue.

City Commission approval is requested of the attached Development and Easement Agreement to be able to officially record the sanitary sewer easement granted to the City in 2004 and the parking waivers approved at that time.

Background:

Back in 2004 when the Park Place project was being designed there was a complication with needing to re-route the sanitary sewer line and an easement was needed from the Kilbourne's, the owners of the historic home at 121 Garfield Avenue. The City purchased that easement for \$5,000 and granted a waiver of 10 parking spaces for further development of this property.

Windsong Properties LLC has purchased this property and plans to convert the home to office space. This is a designated historic landmark property under the City's code and as such those plans will be coming to the Historic Preservation Commission for approval.

The problem is that the sanitary sewer easement (attached) was never recorded in the public records and no one can find the original to get it recorded. In addition, there was never any formal document as to the parking waiver, other than the city letter (attached). So the staff and owner have put together this development and easement agreement, so we can have a recordable document that again grants the easement and also puts on record the parking waiver.

Staff Recommendation:

Authorize the Mayor to execute the attached development and easement agreement with Windsong Properties LLC.

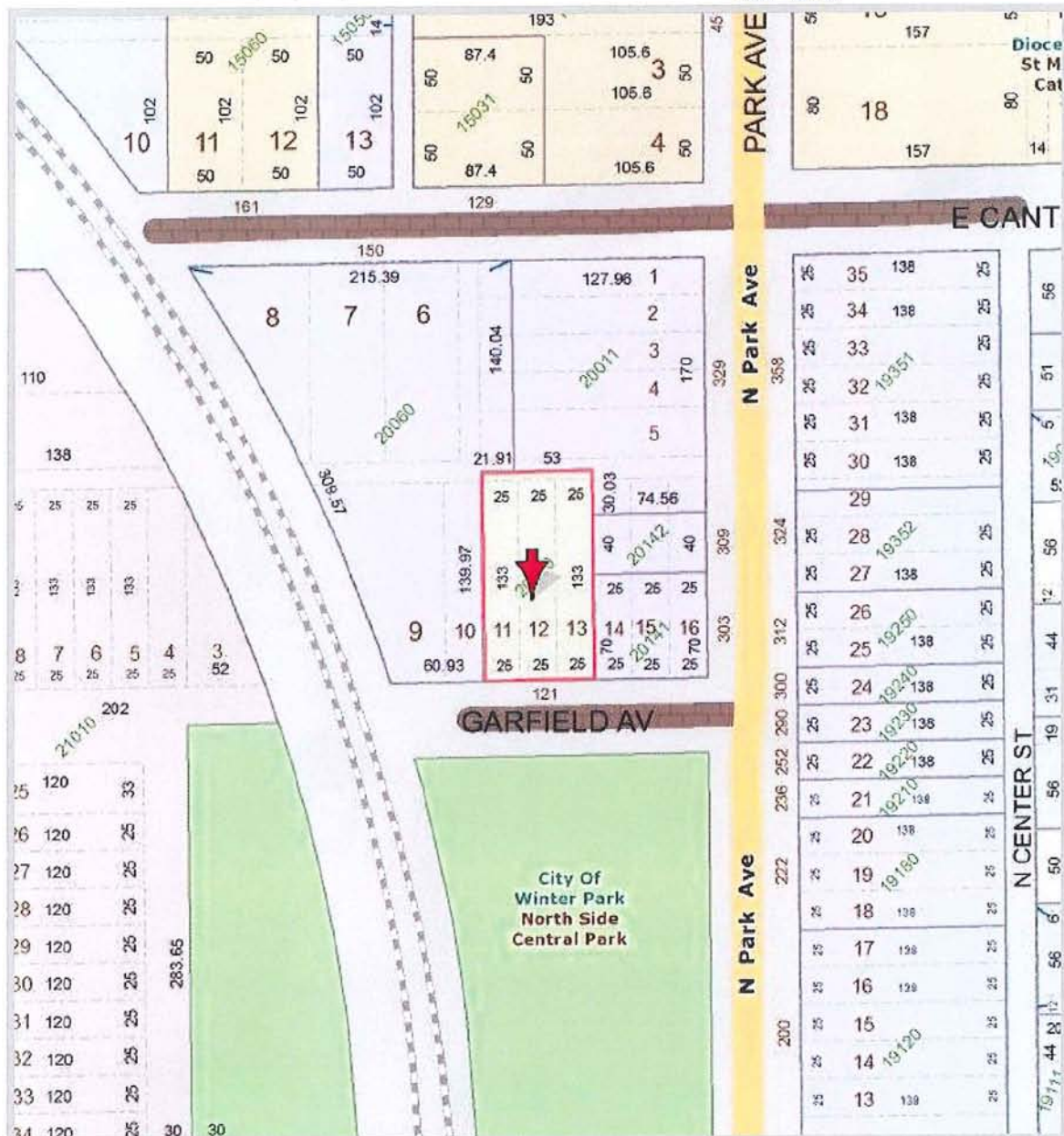


302205940020110 03/29/2006



OCA Property Map

PRINT CONTACT



Parcel ID: 302205940020110 (Rng-Twn-Sec format)

0 50 ft

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

Created on 5/24/2011, Copyright 2007, Orange County Property Appraiser.



CITY OF WINTER PARK

401 PARK AVENUE SOUTH
WINTER PARK, FLORIDA 32789-4386

December 16, 2004

Ms. Christine Kilbourne, Trustee
P. O. Box 61
Winter Park, Florida 32790

RE: Sanitary Sewer Easement on 121 Garfield Avenue

Dear Ms. Kilbourne:

As we have previously discussed, this letter is to document the City's request for a five foot wide sanitary sewer easement generally located along the northeastern property line of your property adjacent to the garage. The City intends to use this property for an underground sanitary sewer line and will be totally responsible for the future maintenance of that line.

The City offers \$5,000 in return for this easement. In addition the City acknowledges per this letter that the existing 2,544 square feet building on this property is grandfathered in and may be converted to office, retail or hotel (bed and breakfast) uses or may be rebuilt in a new structure on this property without the need to provide the required 10 parking spaces.

Your acceptance of this request would be greatly appreciated. Please indicate your acceptance of these terms by your signature below.

Sincerely,

Donald Martin, AICP
Planning and Community Development Director

We accept the offer by the City:

Christine Kilbourne, Trustee

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
C. Brent McCaghen, Esquire
Winderwaedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790

EASEMENT
(UNDERGROUND SANITARY SEWER)

THIS EASEMENT made this 16th day of March, 2005,
between CHRISTINE KILBOURNE, Trustee under that unrecorded Revocable Trust
Agreement entitled CHRISTINE KILBOURNE REVOCABLE TRUST dated February 3, 1997,
Grantor, Post Office Box 61, Winter Park, Florida 32790, and the CITY OF
WINTER PARK, a Florida municipal corporation, of 401 Park Avenue South, Winter
Park, Florida 32789, Grantee:

W I T N E S S E T H:

That the Grantor, for and in consideration of the mutual benefits,
covenants and conditions herein contained, and in consideration of the sum of
One and No/100 Dollar (\$1.00) and other good and valuable consideration paid
by the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby give and grant unto the Grantee and its successors and assigns, an
underground sanitary sewer easement, as is more particularly hereafter
described, with full authority to enter upon, install, construct, operate and
maintain such underground sanitary sewer facilities within said easement as
the Grantee and its successors and assigns may deem necessary or desirable;
said sanitary sewer facilities being located in the easement area (the
"Easement Area") within Grantors' premises in Orange County, Florida, to-wit:

The East 5 feet of the North 40 feet of Lot 13, Block
13, Block 20, and the South half of the vacated alley
north of Lots 11, 12 and 13, Block 20, REVISED MAP OF
THE TOWN OF WINTER PARK, as recorded in Plat Book "A",
Pages 67-72, Public Records of Orange County, Florida.

Tax Parcel ID: 05-22-30-9400-20-110

TO HAVE AND TO HOLD the same unto the Grantee, its successors and
assigns forever.

Grantor hereby warrants and covenants (a) that Grantor is the owner of
the fee simple title to the premises in which the above-described Easement
Area is located, (b) that Grantor has full right and lawful authority to grant
and convey this easement to Grantee, and (c) that Grantee shall have quiet and
peaceful possession, use and enjoyment of this easement.

Grantee will only enter upon the Easement Area or utilize the Easement
Area for the installation, construction, maintenance, operation, or
replacement of its underground sanitary sewer facilities.

Grantee will restore or replace, at Grantee's expense, any part of said Easement Area that is damaged (including, but not limited to, any walls, fences, shrubbery, grass, trees, sprinkler systems and other improvements) resulting from the installation, construction, operation, maintenance, or replacement of the sanitary sewer facilities. Grantee agrees that any construction and/or maintenance in the Easement Area will be accomplished as expeditiously as permitted by customary construction practices and with as little inconvenience to Grantor as the circumstances permit. Further, restoration of the Easement Area to the condition that existed prior to such construction and/or maintenance shall be completed as quickly as the circumstances reasonably permit.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal effective as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Print Name Diana Drake

[Signature]
Print Name Christine Kilbourne

[Signature]
CHRISTINE KILBOURNE, Trustee under
that unrecorded Revocable Trust
Agreement entitled CHRISTINE
KILBOURNE REVOCABLE TRUST dated
February 3, 1997
Post Office Box 61
Winter Park, Florida 32790

[Signature]
Co-trustee

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of March, 2005 by Christine Kilbourne, Trustee under that unrecorded Revocable Trust Agreement entitled CHRISTINE KILBOURNE REVOCABLE TRUST dated February 3, 1997, who personally appeared before me and who is personally known to me, or who produced

[Signature] as identification.

My Commission 

[Signature]
NOTARY PUBLIC
Print Name Arlene Kaplan
Wachovia Bank

F:\Users\Award\CITY\EASEMENTS\Kilbourne-sanitary-sewer-eas.wpd
1/31/05 (11:19 am)

Prepared by and return to:
Winter Park Planning Department
401 S. Park Avenue
Winter Park, Fl. 32789
Parcel ID # 05-22-30-9400-20-110

DEVELOPMENT AND EASEMENT AGREEMENT

THIS DEVELOPMENT AND EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of June, 2011, by and between the **CITY OF WINTER PARK, FLORIDA**, a Florida municipal corporation (the "City"), whose address is 401 South Park Avenue, Winter Park, Florida 32789, and **WINDSONG PROPERTIES LLC**, ("Owner"), c/o The Keewin Real Property Company, 1031 West Morse Boulevard, Suite 325, Winter Park, Florida 32789;

WHEREAS, the City has provided certain benefits and variance approvals ("Approvals and Variances") for the Property at 121 Garfield Avenue, more particularly described as Lots 11, 12 and 13, plus the south half of vacated alley lying to the north thereof, Block 20, Revised Map of the Town of Winter Park, as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida. (Tax ID # 05-22-30-9400-20-110) herein referred to as "Property"; and

WHEREAS, the City and Owner wish to memorialize an underground sanitary sewer easement that was granted on March 16, 2005, by the previous owners but said easement was not recorded in the public records; and

WHEREAS, the City and the Owner desire to memorialize and record the Approvals and Variances granted by the City as well as the underground sanitary sewer easement with respect to the Property in the form of a Development and Easement Agreement which will constitute a deed covenant to run with title to the land;

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants set forth herein, the parties hereby agree as follows:

SECTION 1. RECITALS. The recitals above are true and correct and incorporated herein.

SECTION 2. GRANT OF UNDERGROUND SANITARY SEWER EASEMENT: That the Owner, for and in consideration of the mutual benefits, covenants, and conditions herein contained, and in consideration of the sum of One and no/100 Dollar (\$1.00) and other good and

valuable consideration paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby give and grant unto the City and its successors and assigns, an underground sanitary sewer easement, as is more particularly hereafter described, with full authority to enter upon, install, construct, operate and maintain such underground sanitary sewer facilities within said easement as the City and its successor and assigns may deem necessary or desirable; said sanitary sewer facilities being located in the easement area (the "Easement Area") within Owner's premises in Orange County, Florida, to-wit:

The East 5 ft of the North 40 ft of Lot 13, Block 20 and the S ½ of the vacated alley North of Lots 11, 12 and 13, Block 20, REVISED MAP OF THE TOWN OF WINTER PARK, as recorded in Plat Book "A", Pages 67-72, as recorded in the Public records of Orange County, Florida.

TO HAVE AND TO HOLD the same unto the City, its successors and assigns forever.

Owner hereby warrants and covenants (a) that Owner is the owner of the fee simple title to premises in which the above-described Easement Area is located, (b) that the Owner has full right and lawful authority to grant and convey this easement to City, and (c) that the City shall have quiet and peaceful possession, use and enjoyment of this easement.

City will only enter upon the Easement Area or utilize the easement Area for the installation, construction, maintenance, operation or replacement of its underground sanitary sewer facilities.

City will restore or replace, at City's expense, any part of said Easement Area that is damaged (including, but not limited to, any walls, fences, shrubbery, grass, trees, sprinkler systems and other improvements) resulting from the installation, construction, operation, maintenance or replacement of the sanitary sewer facilities. The City agrees that any construction and/or maintenance or replacement of the sanitary sewer facilities in the Easement Area will be accomplished as expeditiously as permitted by customary construction practices and with as little inconvenience to the Owner as the circumstances permit. Further, restoration of the Easement Area to the condition that existed prior to such construction and/or maintenance shall be completed as quickly as the circumstances reasonable permit.

SECTION 3. GRANT OF PARKING VARIANCE: The City acknowledges that the Zoning Code parking exclusion area for the Central Business District and the specific Approvals and Variances granted by the City herein that do not require the provision of any off-street parking for the existing 2,544 square feet of floor space as exists within the principal building on the Property, defined as the two-story historic frame and concrete structure facing Garfield Avenue (“the Principal Building”). As such, the Principal Building is grandfathered-in with respect to parking and said building may be used for any permitted use within the commercial (C-2) zoning without regard to the requirement for off-street parking for the Principal Building. This parking exclusion shall also apply to any new or redeveloped principal structure on the property. As such, no off-street parking is required for the 2,544 square feet of existing floor space within the Principal Building or any redevelopment or reconstruction of the Principal Building up to 2,544 square feet in size. In addition to the forgoing exclusions from providing off-street parking, the City also expressly grants an additional Approval and Variance for any new floor space in addition to the existing 2,544 square feet without the need to provide up to ten (10) parking spaces based upon the zoning code requirements for such space at the time of construction. Using the current off-street parking requirement of one parking space for each 250 square feet of retail or office space, this Approval and Variance would, for example, expressly permit up to 2,500 square feet (10 spaces x 250 sq. ft.) of new construction through conversion of the existing buildings located behind the Principal Building (the “Studio or Garage Building”), additions to the Principal Building or the Studio or Garage Building or in any other fashion.

SECTION 4. DESIGNATED HISTORIC LANDMARK OR RESOURCE: The Owner acknowledges that the Property is a designated “Historic Landmark or Resource” that was voluntarily nominated and submitted by the previous owner and as was approved by the City Commission on January 26, 2004. As such the Winter Park Historic Preservation Code applies to this Property.

SECTION 5. EXPANSIONS, AMENDMENTS & MODIFICATIONS TO THIS AGREEMENT.

Expansions, amendments, and modifications to this Agreement, if requested by the Owner, may be permitted as approved following review and approval by the City Commission of the City of Winter Park.

SECTION 6. AGREEMENT TO BE BINDING

This Agreement shall be binding upon the Owner and their successors and assigns in title or interest. The provisions of the Agreement shall run with the land and shall be administered in a manner consistent with Florida Statutes and local law.

SECTION 7. ENFORCEMENT

In the event that enforcement of this Agreement by the City or the Owner becomes necessary, and the City or the Owner is successful in such enforcement (the Prevailing Party"), the non-Prevailing Party shall be responsible for all costs and expenses, including attorney's fees whether or not litigation is necessary and if necessary, both trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement which costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Interest on unpaid overdue sums shall accrue at the right of eighteen percent (18%) compound annually or at the maximum rate allowed by law.

SECTION 8. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Venue for purpose of litigation shall in Orange County, Florida.

SECTION 9. RECORDING

This Agreement shall be recorded, at Owner's expense, among the Public Records of Orange County, Florida no later than fourteen (14) days after full execution. Notwithstanding the foregoing, the same shall not constitute any lien or encumbrance on title to the Property and shall instead constitute record notice of governmental regulations, which may regulate the use and enjoyment of the Property.

SECTION 10. TIME IS OF THE ESSENCE

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 11. SEVERABILITY

If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the

parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

SECTION 12. EFFECTIVE DATE

This Agreement shall not be effective and binding until the latest date that this Agreement is signed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date and year first above written.

Signed, sealed and delivered in the
presence of

OWNER:

Windsong Properties LLC

By: _____

Alan E. Keen, Managing Member

Print Name _____

Print Name _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who [] is personally known to me or [] produced _____ as identification, and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2011.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

CITY OF WINTER PARK

Signed, sealed and delivered in the presence of:

Print Name: _____

By: _____
Ken Bradley, Mayor

Date: _____

Print Name: _____

Attest: _____
City Clerk

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ken Bradley, personally known to me to be the Mayor of the **CITY OF WINTER PARK, FLORIDA** and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2011.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____



city commission agenda item

item type	Consent Agenda	meeting date	June 13, 2011
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning Dept.		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A		
	final vote		

Subject: Approval for Display of Scooters at 700/704 W. Fairbanks Avenue.

RideGreen Scooters LLC is requesting permission to park up to ten scooters (five per premises) outside the building at 700/704 W. Fairbanks Avenue. Staff is recommending approval of up to six scooters (three per premises).

Background:

In an effort to improve the character and aesthetic appeal of our commercial corridors, the zoning code prohibits the sale and display of motor vehicles at new locations. The goal is, over time, for the City to transition away from the used car lots on Fairbanks Avenue and elsewhere. The City has tried to be more lenient with motor scooters by classifying the sale of scooters as a retail business. They can locate on any commercial property but the outside display of scooters is limited to one scooter per premises.

Ride Green Scooters is now located at 671 W. Fairbanks Avenue and they are using some of the space previously approved via conditional use for Rudi's Mercedes to display motor vehicles for sale. That is why you see 12-15 scooters parked in front of that premises.

RideGreen wants to move across the street to 700/704 W. Fairbanks Avenue for a larger space and to use the 'garage building' in the rear for service. They are asking the City Commission for a waiver to park up to five scooters in front of each premises (a total of ten scooters).

Staff is supportive of the move (as it will clean up the look of 671 W. Fairbanks) but ten scooters are excessive. Staff believes six total scooters (three in front of each premises) are more than sufficient to visually tell everyone about their business. This would be consistent with the Vespa store on Orange Avenue that typically has three scooters parked outside.

Staff Recommendation:

Approval of the waiver to park up to three scooters outside each premises (700/704 W. Fairbanks) for a total of six scooters.



OCA Property Map

PRINT CONTRACT



Parcel ID: 302207651291051 (Rng-Twn-Sec format)

0 50 ft

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

Created on 5/24/2011, Copyright 2007. Orange County Property Appraiser.

RideGreen Scooters LLC

671 W. Fairbanks Avenue
Winter Park, FL 32789
407-342-3648

May 23, 2011

Jeff Briggs
Planning Dept
City of Winter Park

RE: Lease of premises at 700 and
704 W. Fairbanks Avenue

Dear Mr. Briggs:

As you are aware, we operate a motor scooter sales and service business at 671 W. Fairbanks Ave. for the past three years. This location was previously a used car for sale business and so we are permitted as I understand to have our motor scooters in front of the small building on display. Our business generates most of its customers from drive by traffic and so display of motor scooters where drivers by can see them is very important.

We have recently decided to move across the street into much larger quarters and this move will be effective July 1, 2011. We have leased the premises at 700 and 704 W. Fairbanks Ave., and the larger building in the rear.

We would like to request from the City that you grant us a special exception to be able to display motor scooters in front of the two bay windows of our new location. Three to five motor scooters are proposed to be displayed in front of each bay window, between the sidewalk and the building face.

Enclosed please find two pictures of the face of the leased premises. The picture marked A is the buildings and how they look today. The picture marked B is the building after we change the east awning to match the west awning and the face of the buildings are painted a very pleasing shade of green. You can see the overhead door of the building in the rear which is where all service will be performed. We believe the new 'look' will be in keeping with the upgrading of the Fairbanks corridor.

I look forward to hearing from you.

Sincerely,



Ronald N. Schwartz



'A'



'B'



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	June 13, 2011
prepared by department division	Communications Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	n/a	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

subject

Official city flag objective and public participation process

motion | recommendation

1. Approval of communications objective for the city flag
2. Approval of the public participation process
3. Reversal of the decision to raise a flag at the city's Olde Fashion 4th of July ceremony

background

At the May 23 City Commission meeting, Communications presented three flag options designed by city staff. After Commission discussion and public input, the Commission directed staff to develop a communications objective for a city flag that is to be adopted at a future date. During the meeting the concept to open the flag designing process up to the public was discussed. Taking the Commission direction and discussion into consideration, Communications proposes the following for the design of the city flag:

OBJECTIVE

The objective of the city flag is to serve as a visual representation of the City of Winter Park symbolizing the valuable assets the city offers. It should complement the city seal and reinforce the city's commitment to culture and heritage.

PUBLIC PARTICIPATION PROCESS

To be launched on Flag Day, Tuesday, June 14, 2011. See attached.

The City Commission also directed staff to raise a city flag at the Olde Fashion 4th of July ceremonies. However, to avoid confusion and misrepresentation, staff requests that this decision be reversed, and that the flag to be appropriately risen sometime after the adoption of the official city flag.

alternatives | other considerations

Do not adopt a city flag.

fiscal impact

None at this time. At a future date, printing costs will be incurred upon adoption of the official city flag.

long-term impact

Development of a city flag that supports the communications objective.

strategic objective

Quality facilities and infrastructure.



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

City of Winter Park public participation process

On May 23, 2011, the Communications Department presented three potential city flag designs to the City Commission. At that meeting the City Commission directed staff to develop a communications objective and expressed the desire to invite the public to participate in this unique city initiative. Unlike hundreds of cities throughout the country, the City of Winter Park does not currently have a city flag that flies in its honor.

**You are invited to design the city flag &
be a part of our city's distinctive history!**

OBJECTIVE

To design a flag to serve as a visual representation of the City of Winter Park symbolizing the valuable assets the city offers. It should complement the city seal and reinforce the city's commitment to culture and heritage.

ENTRY RULES

- Open to any city resident or any person employed by a business within the city limits, including but not limited to children, artists, professional and amateur designers.
- Only one entry per person.

HOW TO SUBMIT

1. E-mail: JPEGs or PDF to choward@cityofwinterpark.org
2. Mail: City of Winter Park Communications Department
401 Park Avenue South
Winter Park, FL 32789

DEADLINE

- Entry must be received by the Communications Department no later than **11:59 p.m. on Independence Day - Monday, July 4, 2011.**
- Any entry received after 11:59 p.m. on Monday, July 4, 2011, will be disqualified.

FORMAT

- Full color
- If sent via mail, 8.5" x 11" hard copy
- If sent via e-mail, 8.5" x 11" JPEG or PDF*
**Please note: if selected, artwork will need to be provided in a high resolution electronic file at required size (3' x 5').*
- All art media accepted (digital, pastel, oil, water color, acrylic, crayon, colored pencils, etc.)

ENTRY MUST INCLUDE INFORMATION BELOW – all entries must have the following information submitted in its entirety to be eligible.

- Name
- Phone
- E-mail
- Home address
- Employer's address (for employees of businesses within the city limits)
- Grade level (if applicable)
- Description of the flag design and explanation of the elements you chose to include (100 words or less)

The designer of the flag selected will be a permanent part of the city's history, receive public recognition, and the opportunity to participate in the official flag raising ceremony at a future date.

The City Commission will serve as judges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA CONSOLIDATING CITY BOARDS AND COMMISSIONS, DEFINING THE DUTIES OF BOARDS AND COMMISSIONS OF THE CITY OF WINTER PARK, AND AMENDING OR REPEALING CERTAIN ORDINANCES AND RESOLUTIONS RELATING TO SUBSIDIARY BOARDS AND COMMISSIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park has at this time several ordinances and resolutions regarding City boards and commissions that are codified in several sections of the Code of the City of Winter Park; and

WHEREAS, the City has the authority under the City Charter, Section 2(b), Article VIII of the State Constitution, and Section 166.021(1), Florida Statutes, to exercise any power for municipal purposes except where expressly prohibited by law; and

WHEREAS, the City Commission has determined that it is in the interest of the residents of Winter Park and other persons doing business with the City to provide for a uniform and comprehensive division within the City Code, to the extent allowed by law, concerning all subsidiary boards and commissions of the City, and to provide for a consolidation of the rules pertaining to such boards.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, HEREBY ORDAINS AS FOLLOWS

Section 1. Recitals. The recitals set forth above are hereby adopted and incorporated by reference.

Section 2. Replacement of Chapter 2, Article III. Except for Sections 2-81(b) (which shall be renumbered as 2-81), and Sections 2-90 through 2-100, and Sections 2-104 through 2-120, Chapter 2, Article III entitled “Boards and Commissions” in the City Code is hereby repealed, and is replaced with the following provisions:

DIVISION ONE

Establishment of City Boards

- a. Establishment of City Boards. There shall be established in this Division all boards of the City of Winter Park. If a board is required to be in existence by Florida Statute or City Charter, the section providing for the board shall so provide, as well as any special requirements. If, by Florida Statute or Charter there is a requirement with respect to the board that is different than the general rules in this Chapter and Article, then the requirements of State statute and the Charter shall control.

- b. List and Size of Boards Established. The following boards and number of members are established. The general requirements are specified in Division Two herein and the board specific requirements are specified in Division Three. Unless the City Charter or state law requires a different number of members, each board shall have seven members and one alternate member, although boards that had more than seven members prior to May 9, 2011, shall continue to have the greater number of members plus one alternate, as shown hereinafter:
1. Board of Adjustments
 2. Civil Service Board
 3. Code Enforcement Board (which also sits as the Nuisance Abatement Board)
 4. Community Redevelopment Agency
 5. Community Redevelopment Advisory Board
 6. Construction Board of Adjustments and Appeals
 7. Economic Development Advisory Board
 8. Environmental Review Advisory Board – Nine members, one alternate
 9. Ethics Advisory Board
 10. Historic Preservation Board
 11. Housing Authority Board
 12. Independent Personnel Review Board
 13. Keep Winter Park Beautiful Advisory Board – Eleven members, one alternate.
 14. Lakes and Waterways Advisory Board
 15. Parks and Recreation Advisory Board
 16. Pedestrian and Bicycle Advisory Board
 17. Planning and Zoning Board
 18. Public Art Advisory Board – Eleven members, one alternate.
 19. Tree Preservation Board
 20. Utilities Advisory Board – Nine members, one alternate.
 21. Winter Park Firefighters Pension Board
 22. Winter Park Police Officers Pension Board

DIVISION TWO

General Rules Applicable to Subsidiary Boards of the City of Winter Park

- a. Date of Appointment of Members. With the exception of the Civil Service Board, the members of all boards of the City shall be appointed by the Mayor, subject to the approval of the City Commission, at the first Commission meeting in May of each year or as soon thereafter as possible and such members shall be seated at the first meeting following May 31st. The members of the Civil Service Board shall be appointed in December and be seated effective the third Tuesday in January.
- b. Removal of Members. Members of City boards shall serve at the will of the City Commission and shall be subject to removal at any time, with or without

cause, by a majority vote of the City Commission. This provision is intended to be supplemental to, and not in conflict with, the provisions of Section 112.501, Florida Statutes, which concerns the procedure for removal or suspension of a member of a municipal board for cause. In instances when a member is removed for cause, the procedures in Section 112.501, Florida Statutes shall apply.

- c. Resignations. Members of all boards shall be entitled to resign at any time by delivery of written notice thereof to the City Commission.
- d. Quorum. A quorum shall be a majority of the total board membership physically in attendance at a meeting.
- e. Applicability of Rules of Ethics. No member shall take any action or vote if such vote or action is prohibited by a standard of conduct or voting conflict of interest as defined or prohibited in the Code of Ethics for Public Officers and Employees stated in Chapter 112, Florida Statutes, or if such action or vote is in violation of the Code of the City of Winter Park.
- f. Vacancies. The Mayor, subject to approval of the City Commission, shall promptly fill all vacancies, including alternate members, occurring on City boards. A vacancy shall be filled for the unexpired term of the member whose term becomes vacant.
- g. Alternate Members. An alternate member may always participate in board discussions subject to the rules adopted by each board for the conduct of meetings and member discussion at meetings. Unless a member of the board is absent, an alternate member may not make motions or cast a vote at a meeting. However, if a member of the board is absent, then at such meeting where the member is absent, an alternate may make motions and cast a vote in the stead of the absent member. In the event a regular member of a board is removed from office or vacates his or her office prior to the end of the appointed term, the alternate of said board, will automatically advance to the vacated position for the remainder of the regular term without additional action of the City Commission. If there is no alternate, the Mayor shall appoint subject to Commission approval.
- h. Exception to Automatic Advancement. If a vacancy occurs in a board position within sixty (60) days before the end of the term of the member, the position shall remain vacant until filled as part of the regular appointment process by which the Mayor shall appoint the member, subject to the approval of the City Commission, at the first Commission meeting in May of each year.
- i. Representation By Member of Third Parties. No member of a board shall represent a third party in any proceeding before such board to which the member belongs.
- j. Role and Responsibility of Members of Subsidiary Boards of the City of Winter Park. Members of subsidiary municipal boards shall have such authority as provided by law, including ordinances of the City of Winter Park and the City Charter. No member of a board shall exceed his or her delegated authority, and except to the extent Florida law or an ordinance or Charter provision expressly requires the board to perform an adjudicatory function as a quasi-judicial board, the function and duty of each subsidiary board and the

members of those boards is limited to acting in an advisory capacity only, by which the members of the various City boards are authorized to receive and gather information, attend board meetings, and apply their best efforts to render advice and recommendations to the Commission of the City of Winter Park in the interest of the City and its residents. Although City boards may make recommendations concerning provisions of the City Code, no member of a City board shall, by virtue of such office, have the authority to represent the City of Winter Park in any action to enforce the City Code or any provision thereof.

- k. Term In Office and Reappointment. Unless otherwise required by Florida Statutes or City Charter, each member of the City's boards shall have an initial term of three (3) years in office and may be reappointed to one (1) additional consecutive three (3) year term. Following a break in service of at least one (1) year, a former member may be appointed again to the same board subject to the limitation expressed herein, that the term shall be for three (3) years with an opportunity to be reappointed for one (1) three (3) year term immediately following the expiration of the initial three (3) year term. For good cause shown, the Mayor may waive this term limitation, subject to approval by majority vote of the Commission.
- l. Attendance, Participation By Telephone, and Procedures If There Is Lack Of A Quorum. Each member of a City board shall be automatically terminated from the board if the member misses three (3) consecutive meetings, or if the member is absent from more than fifty percent (50%) of the scheduled meetings of the board in any twelve (12) month period. Each member of a City board may participate in a meeting by telephone if he or she gives good cause for the need to appear by telephone, and in such instances the appearance by telephone shall be counted as the member being present at the meeting. However, a member participating by telephone may only vote if a physical quorum is present at the meeting, and votes and other action may not be taken at a meeting unless a quorum of members is physically present at the meeting. Notwithstanding, if a quorum is not physically present, the members who are in attendance may vote to adjourn the meeting for lack of a quorum. And, so long as a meeting is properly noticed and is in compliance with the requirements of the Sunshine Law, less than a quorum of a board may meet for purposes of discussion so long as there is no action or vote taken at such meeting.
- m. Evaluation Process. Each City board shall make provision for an annual self-evaluation process by which it and the individual board members are evaluated, and the activity and accomplishments of each board shall thus be annually evaluated and reported to the Commission. The City Manager shall work with the presiding officer or designee of each City board to insure that the report concerning the evaluation of each board member and each board is presented to the City Commissioner prior to the first day of April each year to insure that the information is available before the annual appointment of members at the first meeting in May of each year. The City Manager shall develop a standard City form and format for evaluations that will be used for

- each subsidiary board of the City. The City Manager shall recommend the evaluation instrument and format and the City Commission shall approve the same with such revisions as the Commission determines may be appropriate.
- n. Task Forces. The City Commission may, from time to time, establish a task force for the study of a particular issue. A task force established by the City Commission will have a limited scope of responsibility and will address only the issue or issues designated, and following the study of such matters shall report the findings of the task force to the Commission with recommendations. Unless otherwise established by the City Commission or extended by action of the Commission, no task force shall continue in existence beyond one hundred eighty (180) consecutive calendar days following the effective date of the decision, Resolution or Ordinance providing for the establishment of the task force.
- o. Sunset Of Boards Unless A Board Is Required By Statute Or Charter. Except for those boards that are required to be in existence pursuant to Florida Statute or City Charter, each City board shall sunset and terminate every five (5) years following May 1, 2011, unless the board is renewed by a majority vote of the Commission. This will allow the Commission to evaluate the effectiveness and need for the particular board on a regular basis. Notwithstanding this provision, any advisory board may be terminated at any time by a majority vote of the City Commission, unless such board is required by Florida statute or charter. The following quasi-judicial boards will not sunset: Board of Adjustments; Planning and Zoning; Construction Board of Adjustments and Appeals; Code Enforcement; Civil Service; Lakes and Waterways Advisory Board (to the extent it hears stormwater fees appeals); Historic Preservation Board (to the extent it acts in a quasi-judicial capacity with respect to recommendations for or against rezonings, demolitions, developments, lot splits, lot consolidations or conditional uses that could impact historic resources identified in the Florida Master Site File survey of the City of Winter Park, reviews applications for certificates of review for designated landmarks, resources and property within designated districts, or approves variances appropriate for the preservation of historic resources in conjunction with applications for certificates of review); and the Tree Preservation Board (to the extent it sits as a quasi-judicial board with respect to the consideration of applications for tree removal permits and appeals to the Tree Preservation Board from any denial of an application or any of the conditions attached to the approval of a tree removal permit, or to the extent it sits as a quasi-judicial board with respect to the recommendation of modification of building plans or variances regarding the preservation of protected trees, or the waiver of up to a maximum of five parking spaces for the purposes of preserving existing protected trees). Additionally, without first complying or satisfying legally imposed conditions, the Community Redevelopment Agency and the Housing Authority may not be abolished.
- p. Expenses and Reimbursement. No member of any board shall receive a salary or fee for service as a member. However, the City Manager may authorize reimbursement of necessary expenses for travel, per diem or other expenses if

the same are documented in advance and approved by the City Manager in writing in advance of the member incurring such expense while on official business for the City, it being a requirement that no expense will be reimbursable unless it is reasonably related to City business performed by a member of a subsidiary board of the City of Winter Park.

- q. Internal Rules of Conduct. Each board shall adopt such rules as are necessary to the conduct of its business. Each board shall elect a chair and vice chair from its membership on an annual basis. All meetings of the board shall be in accordance with the Sunshine Law, Section 286.011, Florida Statutes, and the records thereof shall be public records as required by Chapter 119, Florida Statutes, unless the record is specifically subject to a statutory exemption. The City Manager, City Attorney and/or a designated City staff member shall be reasonably available upon request to provide technical support and advice to assure each board that it is operating in conformance with the requirements of law. Each board shall be responsible to keep minutes of its proceedings as required by law, showing at a minimum the date, time and place of the meeting, members physically in attendance, appearing by telephone, and absent, and also showing each matter discussed, moved, and voted upon. The records of each matter voted upon shall show the vote of each member on each question, and those members absent or abstaining or otherwise failing to vote. All of such records shall be kept, and the minutes and records of official actions shall be public records and retained in the office of the City Clerk.
- r. Residency Requirement. Unless non-residency in the City of Winter Park is a requirement of the City Charter, Florida Statutes or Division Three hereof, the Mayor shall appoint to the City boards persons who are residents in the City of Winter Park.
- s. Provision Of Legal and Staff Services. To the extent not specifically mentioned in Division Three of this Chapter and Article, a subsidiary board of the City of Winter Park may request from the City Manager that the City Manager direct staff or the City Attorney to provide technical and legal support to the board with respect to such matter or matters that may be identified by the board.
- t. Frequency Of Meetings. Unless otherwise provided with respect to a specific board of the City of Winter Park, each board shall provide in its internal rules of procedure the frequency and schedule for its meetings. The board shall notify the City Clerk and City Manager in writing with respect to the schedule of meetings established by such board. Unless a board determines otherwise for good cause, it shall meet monthly. However, if it is not necessary to hold monthly meetings to conduct the business of the board, the board shall provide for an alternative schedule of meetings.

DIVISION THREE **Description of City Boards**

- a. Divisions One and Two Apply To All City Boards. Except as otherwise provided in this Division, the Charter, or Florida Statutes, the requirements

governing City boards stated in Divisions One and Two of this Article shall apply to each City board.

- b. Board of Adjustments. There is established within the City of Winter Park, pursuant to the provisions hereof, a Board of Adjustments, subject to the following provisions:

- (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions in Divisions One and Two hereof.
- (2) Quasi-Judicial Proceedings. The Board of Adjustments shall conduct its quasi-judicial proceedings in conformance with the requirements of Florida law. The City Manager and City Attorney shall provide technical support and resources upon request to assure that the quasi-judicial activity of the Board of Adjustments is in accordance with the requirements of Florida law.
- (3) Authority. The Board of Adjustments shall have the jurisdiction to hear appeals in specific cases where an owner or authorized owner's representative requests a variance from sections of the Land Development Code. A request for variance shall be subject to the requirements of the public interest and the Land Development Code, and may be appropriate where, because of special conditions, an interpretation of the provisions of the Code relating to zoning or signs will result in an unnecessary hardship.
- (4) Incorporation Into Land Development Code. Subject to the provisions of this Article, the requirements and procedures in Chapter 58 of the City Code, including Article III thereof for zoning, shall apply to the conduct of the business of the Board of Adjustments. The Board of Adjustments shall comply with the City's Land Development Code, including the provisions concerning notice and procedures at Sections 58-91 and 58-92. By this reference this section is incorporated into the City's Land Development Code.

- c. Civil Service Board. There is established pursuant to the authority in Article 3, Section XIV of the Florida Constitution, and Section 4.07 of the City Charter, a Civil Service Board, subject to the following provisions:

- (1) Membership. Membership of the Civil Service Board shall be as provided in Section 74-52 of the City Code. The provisions of Divisions One and Two hereof shall apply to the extent those general provisions are not in conflict with Section 74-52 of the City Code. In the event of any conflict between Division One and Section 74-52, the provisions of Section 74-52 of the City Code shall control. The Civil Service Board shall have seven (7) members. Five (5) members shall be appointed by the City Commission in the manner provided in Divisions One and Two of this Article, and such appointees shall be persons of different vocations residing in the City who are not employed by the City. The remaining two (2) members shall be chosen, one (1) by the members of the police department and one (1) by the members of the fire department, according to election procedures set out in Chapter 74,

Article III, Section 74-51, et seq., of the City Code. The Chief of Police and Chief of the Fire Department shall be ex officio members of the Civil Service Board and shall be permitted to address matters in any proceeding, but shall have no vote. The terms of all civilian members of the Board will be three (3) years and each term shall commence on the third Tuesday in January. The terms of the police and fire department members shall be for one (1) year. The remaining details concerning membership are set out in Section 74-52 of the City Code.

- (2) Quasi-Judicial Proceedings. The Civil Service Board shall conduct its quasi-judicial proceedings in conformance with the requirements of Florida law. The City Manager and City Attorney shall provide technical support and resources upon request to assure that the quasi-judicial activity of the Civil Service Board is in accordance with the requirements of Florida law.
- (3) Authority. The Civil Service Board shall have such authority and responsibility as set out in Chapter 74, Article III, Sections 74-51, et seq., of the City Code, which concerns the Civil Service Board, and shall abide by the procedural and substantive requirements set out in said sections in Chapter 74 relating to the Board. To the extent the general provisions in Divisions One and Two hereof are not in conflict with Chapter 74, then the provisions in Divisions One and Two shall control.

d. Code Enforcement Board. There is established within the City of Winter Park pursuant to Section 162.05, Florida Statutes, and by the authority of the City Commission, a Code Enforcement Board, subject to the following provisions:

- (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions in Divisions One and Two hereof. Members shall be residents of the City. In accordance with subsection 162.05(2), Florida Statutes, the membership of the Code Enforcement Board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.
- (2) Quasi-Judicial Proceedings. The Code Enforcement Board shall conduct its quasi-judicial proceedings in conformance with the requirements of Florida law. The City Manager and City Attorney shall provide technical support and resources upon request to assure that the quasi-judicial activity of the Code Enforcement Board is in accordance with the requirements of Florida law.
- (3) Authority. The Code Enforcement Board shall have such responsibility and jurisdiction to respond to such matters as are set out in Chapter 162, Florida Statutes, and any other provision in the City Code conferring quasi-judicial responsibility on the Code Enforcement Board, including without limitation false fire alarm appeals, Section 46-29(d) and those matters provided for in Sections 2-104 through 2-110 of the City Code. The Code Enforcement Board shall also serve as the Nuisance Abatement Board as provided in Section 2-81 of the City Code. In performing its function, the Code Enforcement Board shall be governed

by the procedures set out in Florida law and Sections 2-101, et seq., of the City Code.

The provisions in Divisions One and Two of this Article shall apply to the conduct of the Code Enforcement Board except for any provision thereof that conflicts with a provision in Sections 2-104 through 2-110 of the City Code, in which case the conflicting provision in Sections 2-104 through 2-110 shall control.

- e. Community Redevelopment Agency. There is established within the City of Winter Park pursuant to the provisions hereof, a Community Redevelopment Agency, subject to the following provisions:

- (1) Membership. Pursuant to Section 163.356, Florida Statutes, the term of office of the members of the Community Redevelopment Agency shall be for four (4) years, and the members are referred to as commissioners in said statute. The City Commission shall serve as five (5) commissioners on the Community Redevelopment Agency, and the County shall have the right to appoint the sixth (6th) commissioner to the Agency. The City Commission may remove a commissioner of the Community Redevelopment Agency for inefficiency, neglect of duty, or misconduct in office only after a hearing, and only if he or she has been given a copy of the charges at least ten (10) days prior to such hearing and has had an opportunity to be heard in person or by counsel, as provided in subsection 163.356(4), Florida Statutes. Otherwise, the provisions in Divisions One and Two of this Article shall govern the Community Redevelopment Agency.
- (2) Scope Of Authority. The Community Redevelopment Agency shall constitute a separate and distinct entity to the extent provided under Florida law, and shall have such powers as are provided to community redevelopment agencies as set out in Part III, of Chapter 163, Florida Statutes, Sections 163.330, et seq., relating to community redevelopment.

- f. Community Redevelopment Advisory Board. There is established within the City of Winter Park, pursuant to the provisions hereof, a Community Redevelopment Advisory Board, subject to the following provisions:

- (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions in Divisions One and Two of this of this Article. Notwithstanding the general requirements stated in Divisions One and Two of this Article, the membership of the Community Redevelopment Advisory Board shall include a minimum of fifty percent (50%) residents and business owners within the Community Redevelopment Area subject to the jurisdiction of this Board.
- (2) Advisory Board. The Community Redevelopment Advisory Board is an advisory body and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the

City Commission concerning matters related to community redevelopment. The Community Redevelopment Advisory Board shall have no adjudicatory or enforcement authority.

- (3) Procedures. The procedures and rules for operation of the Community Redevelopment Advisory Board shall be in accordance with the general requirements stated in Division Two hereof.

g. Construction Board of Adjustments and Appeals.

- (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions in Divisions One and Two hereof. The Construction Board of Adjustments and Appeals is a “local construction regulation board” as defined in Section 489.101(12), Florida Statutes, which means a board composed of not fewer than three (3) residents of the City, appointed to maintain the proper standard of construction within the City of Winter Park. To the extent reasonably possible, the Construction Board of Adjustments and Appeals shall include as members a practicing architect, a structural engineer, two licensed construction contractors, a master electrician, a master plumber, and a mechanical contractor or mechanical engineer. The alternate member of this Board shall also be licensed and employed or practicing in one of these trades. A member of the Board may be a nonresident when no qualified resident applies for the membership on the Board.
- (2) Quasi-Judicial Proceedings. The Construction Board of Adjustments and Appeals shall comply with the requirements of Florida law in the conduct of quasi-judicial proceedings in all matters deemed quasi-judicial, including appeals from the enforcement of any provision of an applicable building code, and a request for a modification of an order of the building official. Upon request, the City Attorney or City Manager will provide technical support and advice to the Construction Board of Adjustments and Appeals for purposes of conducting quasi-judicial proceedings in accordance with the requirements of Florida law.
- (3) Authority. The Construction Board of Adjustments and Appeals shall have the power to hear appeals of decisions and interpretations of the building official of the Florida Building Code as modified by the City of Winter Park, and shall also have the authority to suspend or revoke the certificate of competency or certification to provide services within the City of Winter Park of any contractor, including any specialty contractor doing work in the City who is found by the Construction Board of Adjustments and Appeals to be guilty of one or more of the following acts or omissions:
 - (A) Fraud or deceit in obtaining a certificate of competency.
 - (B) Negligence, incompetence, or misconduct in the practice of contracting within the meaning of the City’s Code, including its Land Development Code.

- (C) Willful and deliberate disregard of, or violation of the City's Code, including its Building Code, or of any state statute concerning contractor licenses.
 - (4) Incorporation Into Building Code. The requirements and procedures set out in the City's Building Code (Chapter 22 of the City Code) shall apply to the conduct of the business of the Construction Board of Adjustments and Appeals. All activity of this Board shall be as set out in the City's Building Code, subject to the requirements of this Article. By this reference this section is incorporated into the City's Building Code.
 - (5) Building Official and Procedures For Appealing Decisions Of the Building Official. The position of the building official of the City of Winter Park, the scope of his authority on behalf of the City, and the procedures for filing an appeal from a decision of the building official are established in the City's Building Code, Chapter 22 of the City Code.
- h. Economic Development Advisory Board. Pursuant to the authority of the City Commission, there is established within the City of Winter Park, an Economic Development Advisory Board, subject to the following provisions:
 - (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions in Divisions One and Two of this Article.
 - (2) Advisory Board. The Economic Development Advisory Board is an advisory board and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the City Commission concerning economic development. The Economic Development Advisory Board shall have the authority to establish other areas of interest that it deems relevant in the interest of the City of Winter Park and its residents with respect to quality and sustainable economic development consistent with the goals and objectives of the City of Winter Park and the Charter thereof. The Economic Development Advisory Board shall have no adjudicatory or enforcement authority.
 - (3) Procedures. The procedures and rules for operation of the Economic Development Advisory Board shall be in accordance with the general requirements stated in Divisions One and Two of this Article.
- i. Environmental Review Advisory Board. Pursuant to the authority of the City Commission, there is established within the City of Winter Park, an Environmental Review Advisory Board, subject to the following provisions:
 - (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions in Divisions One and Two of this Article.
 - (2) Advisory Board. The Environmental Review Advisory Board is an advisory board and shall, after receiving such information as it deems

appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the City Commission concerning matters related to a sustainable quality environment within Winter Park, and shall inform, educate and advise the City, public and private organizations, and the City Commission, regarding matters and issues of importance with respect to maintaining and improving the environment of the City of Winter Park with respect to all of the natural resources within the City. Although other boards within the City may have interest in specific issues and matters related to natural resources, the Environmental Review Advisory Board shall have the responsibility to review and advise the City Commission with respect to all of the City's natural resources, with a special focus on matters that are of City-wide environmental concern or implication.

- (3) Procedures. The procedures and rules for operation of the Environmental Review Advisory Board shall be in accordance with the general requirements stated in Divisions One and Two of this Article.

j. Ethics Advisory Board. Pursuant to the City Charter, there is established within the City of Winter Park an Ethics Advisory Board, subject to the following provisions:

- (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions in Divisions One and Two of this Article.
- (2) Advisory Board. The Ethics Advisory Board is an advisory body and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the City Commission concerning matters related to ethics in the governance of the City of Winter Park. The Ethics Advisory Board shall have no adjudicatory or enforcement authority.
- (3) Procedures. The procedures and rules for operation of the Ethics Advisory Board shall be in accordance with the general requirements stated in Divisions One and Two of this Article.

k. Historic Preservation Board. There is established within the City of Winter Park, pursuant to the provisions hereof, a Historic Preservation Board, subject to the following provisions:

- (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions in Divisions One and Two of this Article.
- (2) With Exception This Is An Advisory Board. The Historic Preservation Board is generally an advisory board with exceptions. With respect to its advisory role, after receiving information it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, the Board shall give advice and recommendations to the City Commission related to historic preservation. As an exception to the general rule that this is an advisory board, the City Commission may, by ordinance or resolution, assign a quasi-judicial function to this Board

with respect to the approval of variances that are appropriate to the preservation of historic resources in conjunction with applications for certificates of review, and for other matters as determined by the City Commission in ordinance or resolution.

- (3) Quasi-Judicial Proceedings. To the extent the City Commission by ordinance or resolution shall provide the Board sits as a quasi-judicial body, then in such cases the Board shall conduct the quasi-judicial proceedings in conformance with the requirements of Florida law. The City Manager and City Attorney shall provide technical support and resources upon request to assure that the quasi-judicial activity of the Board is in accordance with the requirements of Florida law. In such proceedings the Board shall be governed by the substantive and procedural requirements set out in the City Code, including those provisions set out in the Land Development Code (Chapter 58) if applicable. The provisions hereof are deemed to be incorporated by reference into Chapter 58 of the City Code relating to historic preservation.
- (4) Functions, Powers and Duties Of the Historic Preservation Board. The functions, powers and duties of the Board shall be as set out in Section 58-446 of the City Code.

l. Housing Authority Board. There is established within the City of Winter Park pursuant to the provisions hereof, a Housing Authority Board subject to the following provisions:

- (1) Membership. The provisions of Division One of this Chapter and Article shall apply to the membership and means of appointment thereof, subject to the provisions in Chapter 421, including Section 421.05, Florida Statutes.
- (2) Independent Authority. The Housing Authority Board is an independent housing authority established pursuant to Chapter 421, Florida Statutes.
- (3) Declaration Of Need. Pursuant to Section 421.04, Florida Statutes, the City declares that there is a need for the establishment of the Housing Authority Board pursuant to the requirements and provisions of Chapter 421, Florida Statutes.
- (4) Authority and Scope Of Responsibility. The Housing Authority Board shall perform such duties and have such functions as are provided under Florida law for housing authorities, including those requirements specified in Chapter 421, Florida Statutes and rules promulgated by administrative agencies of the State of Florida pursuant to Chapter 421.
- (5) Incorporation of Divisions One and Two of this Article. The provisions of Divisions One and Two of this Article are incorporated herein, and shall apply except to the extent of any conflict with state law, in which event any conflicting provision of state law shall control.

m. Independent Personnel Review Board. There is established within the City of Winter Park, pursuant to the provisions hereof, an Independent Personnel Review Board pursuant to the requirements in Section 4.05 of the City Charter

and Chapter 74, Article II, Sections 74-26, et seq., of the City Code, subject to the following provisions:

- (1) Membership. The Independent Personnel Review Board shall consist of the five non-city employee members of the Civil Service Board.
 - (2) Quasi-Judicial Proceedings. The Independent Personnel Review Board shall conduct its quasi-judicial proceedings in conformance with the requirements of Florida law and Chapter 74, Article II, Section 74-26, et seq., of the City Code. The City Manager and City Attorney shall provide technical support and resources upon request to assure that the quasi-judicial activity of the Independent Personnel Review Board is in accordance with the requirements of Florida law.
 - (3) Authority and Responsibility. The duties and responsibility of the Independent Personnel Review Board are set out in Chapter 74, Article II, Sections 74-26, et seq., of the City Code and Section 4.05 of the City Charter. These provisions in the Code and Charter are incorporated herein and shall control the operation of this Independent Personnel Review Board.
- n. Keep Winter Park Beautiful Advisory Board. Pursuant to the authority of the City Commission, there is established within the City of Winter Park, a Keep Winter Park Beautiful Advisory Board, subject to the following provisions:
- (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provision in Divisions One and Two of this Article.
 - (2) Advisory Board. The Keep Winter Park Beautiful Advisory Board is an advisory board, and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the City Commission concerning matters related to the promotion of beautification and maintenance of the beauty of the City of Winter Park, including but not limited to advice regarding the maintenance and improvement of the appearance of the public spaces within the City. The Keep Winter Park Beautiful Advisory Board shall have no adjudicatory or enforcement authority. However, the Keep Winter Park Beautiful Advisory Board shall have the authority to develop and explore opportunities for fundraising and other awareness programs, but all of such opportunities shall be subject to the ordinances, resolutions and policies for such purposes established from time to time by the City Commission, and the Keep Winter Park Beautiful Advisory Board shall have no authority to commit or obligate the City with respect to the terms, conditions, or any other matters related to fundraising or commitments or agreements related to fundraising. The role and function of this Board with respect to fundraising is to explore opportunities and to give advice and make recommendations to the City Commission, and in all instances the City Commission shall be the responsible entity to enter specific fundraising programs on behalf of the City of Winter Park.

- (3) Procedures. The procedures and rules for operation of the Keep Winter Park Beautiful Advisory Board shall be in accordance with the general requirements stated in Divisions One and Two of this Article.
- o. Lakes and Waterways Advisory Board. Pursuant to the authority of the City Commission, there is established within the City of Winter Park, a Lakes and Waterways Advisory Board, subject to the following provisions:
 - (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions of Divisions One and Two of this Article.
 - (2) With Exception This Is An Advisory Board. The Lakes and Waterways Advisory Board is an advisory board with one exception, and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the City Commission related to the protection and improvement of the City's lakes and waterways, with the goal of fostering, maintaining and improving the public stewardship, protection, long-range planning and careful oversight of the implementation of improvement projects for lake and stormwater management. The City acknowledges that the lakes and waterways within the City are a natural resource of great significance. As an exception to the general rule that this is an advisory board, the City Commission may, by ordinance or resolution, assign a quasi-judicial function to this Board with respect to appeals of decisions related to stormwater fees.
 - (3) Quasi-Judicial Proceedings With Respect to Stormwater Fees and Appeals Thereof. To the extent the City Commission by ordinance shall provide that this Board will sit as a quasi-judicial body and consider appeals from decisions related to stormwater fees, then in such cases the Board shall conduct the quasi-judicial proceedings in conformance with the requirements of Florida law. The City Manager and City Attorney shall provide technical support and resources upon request to assure that the quasi-judicial activity of the Board is in accordance with the requirements of Florida law. In such proceedings, the Board shall be governed by the substantive and procedural requirements set out in the City Code, including those provisions set out in Chapter 102, Sections 102-156 through 102-164, as these provisions may be amended by the City Commission. The provisions hereof are deemed to be incorporated by reference into Chapter 102 of the City Code, relating to stormwater fees and appeals from decisions related to stormwater fees.
 - (4) Procedures. The procedures and rules for operation of the Lakes and Waterways Advisory Board shall be in accordance with the general requirements stated in Divisions One and Two of this Article, and in accordance with the requirements under Florida law for quasi-judicial proceedings when the Board hears appeals from stormwater fee

decisions if such appeals are referred to the Board pursuant to City ordinance or resolution.

p. Parks and Recreation Advisory Board. There is established within the City of Winter Park, pursuant to the provisions hereof, a Parks and Recreation Board, subject to the following provisions:

- (1) Membership. The Parks and Recreation Advisory Board shall be established in accordance with the requirements in Divisions One and Two of this Article.
- (2) Advisory Board. The Parks and Recreation Advisory Board is strictly an advisory board and shall have no adjudicatory or enforcement authority. If any provision of the Code requires processing of any matter through the Parks and Recreation Advisory Board, then the purpose of such requirement is for the Parks and Recreation Advisory Board to consider the request and to give advice to the City Manager and the City Commission (if the matter will reach the City Commission). The purpose of such proceeding will not be quasi-judicial in nature.
- (3) Purpose and Duties. The Parks and Recreation Advisory Board shall promote the parks and recreation programs of the City and will guide, advise and recommend to the City Commission policies and actions regarding the promotion, planning, design, construction and utilization of City parks and recreation programs. The duties of the Parks and Recreation Board will generally be to:
 - (A) Advise and assist the City Commission, the City Manager and the various boards of the City in all matters involving or affecting parks and recreation.
 - (B) The Parks and Recreation Advisory Board shall recommend policies for the improvement, creation, use and maintenance of City parks and recreation programs.
 - (C) The Parks and Recreation Advisory Board shall recommend budgetary or special appropriations for parks and recreation programs.
 - (D) The Parks and Recreation Advisory Board shall recommend plans for the future growth, development, use and beautification of City parks.
 - (E) The Parks and Recreation Advisory Board shall periodically provide the City Commission the public regarding the programs and facilities related to parks and recreation.

q. Pedestrian and Bicycle Advisory Board. There is established within the City of Winter Park, pursuant to the provisions hereof, a Pedestrian and Bicycle Advisory Board, subject to the following provisions:

- (1) Membership. The Pedestrian and Bicycle Advisory Board shall be established pursuant to the provisions in Divisions One and Two of this Article.
- (2) Advisory Board. The Pedestrian and Bicycle Advisory Board is an advisory board and shall have no enforcement or adjudicatory power or responsibility. The provisions of Division One of this Chapter and

Article shall apply with respect to the operations of the Pedestrian and Bicycle Advisory Board.

- (3) Function and Responsibilities. The Pedestrian and Bicycle Advisory Board shall meet and provide for its internal governance procedures as provided in Divisions One and Two of this Article. The responsibility of the Pedestrian and Bicycle Advisory Board shall be the following:

- (A) To receive information and following deliberation, make recommendations and give advice to the City Commission concerning opportunities for improvement, maintenance, construction and facilitation of pedestrian and bicycle traffic in the City of Winter Park.
- (B) The Pedestrian and Bicycle Advisory Board, following receipt of information and deliberation, shall determine ways in which pedestrian and bicycle utilization and traffic may be improved, enhanced and made more safe within the City of Winter Park.
- (C) Following the receipt of information and deliberation, the Pedestrian and Bicycle Advisory Board shall recommend to the City Commission ideas for promoting safe pedestrian and bicycle utilization in the City of Winter Park.
- (D) The Pedestrian and Bicycle Advisory Board shall provide education to the public and the City Commission concerning the current infrastructure for pedestrian and bicycle transport in the City of Winter Park and the ways in which that infrastructure may be used safely for the enjoyment and benefit of the citizenry.

- r. Planning and Zoning Board. There is established within the City of Winter Park, pursuant to Section 163.3174, Florida Statutes, and Section 58-3 of the City Code, a Planning and Zoning Board, subject to the following provisions:

- (1) Membership. The membership of the Planning and Zoning Board shall be appointed pursuant to the provisions in Divisions One and Two of this Article. Notwithstanding the general requirements in Divisions One and Two of this Article, consideration in the appointment process will be given such that if reasonably possible, the membership of the Planning and Zoning Board shall include a Florida licensed architect, a Florida licensed landscape architect, or a Florida licensed civil engineer.
- (2) Quasi-Judicial Proceedings. The Planning and Zoning Board shall conduct its quasi-judicial proceedings in conformance with the requirements of Florida law. The City Manager and City Attorney shall provide technical support and resources upon request to assure that the quasi-judicial activity of the Planning and Zoning Board is in accordance with the requirements of Florida law.
- (3) Authority and Responsibilities. The Planning and Zoning Board shall have such authority and responsibilities as are set out in the Land Development Code, including the provisions in Chapter 58 of the City Code, and Sections 58-88, et seq., of the Code. The procedures that the Planning and Zoning Board shall abide by are those set out in the City's Land Development Code, subject to the requirements of Florida law

with respect to quasi-judicial proceedings involving land use decisions. By this reference, this section is incorporated into the City's Land Development Code.

- s. Public Art Advisory Board. There is established within the City of Winter Park, pursuant to the provisions hereof, a Public Art Advisory Board, subject to the following provisions:

- (1) Membership. The Public Art Advisory Board shall be established in accordance with the requirements of Divisions One and Two of this Article. The procedures set out in Divisions One and Two of this Article shall control the operation of the Public Art Advisory Board, subject to the specific provisions hereinafter provided. If reasonably available, consideration shall be given to include in the membership of the Public Art Advisory Board an architect, including a landscape architect, an artist, a representative from a museum or art gallery, an experienced business person and a resident representative of the residential community.
- (2) Advisory Board. The Public Art Advisory Board is an advisory board and shall have no adjudicatory or enforcement responsibilities or authority.
- (3) Responsibilities and Function of the Public Art Advisory Board. The Public Art Advisory Board shall set out its rules for conducting business in accordance with the requirements of Divisions One and Two of this Article, and following the receipt of information and deliberation, the Public Art Advisory Board shall have the following responsibilities and scope of service:
 - (A) Following the receipt of data from various sources and deliberation, the Public Art Advisory Board shall provide advice and recommendations to the City Commission for the siting of public art, and in making these recommendations, the Public Art Advisory Board shall endeavor to perform visual inspections of sites to ascertain the physical, cultural and historical aspects of sites being recommended to the City Commission.
 - (B) The Public Art Advisory Board shall develop and facilitate a composite map identifying signature opportunities within the City for public art.
 - (C) The Public Art Advisory Board shall interview and recommend public art projects and assist in the selection of artists for possible public art projects, but in such respect, the action shall be strictly as an advisory board for the purpose of making recommendations to the City Commission.
 - (D) The Public Art Advisory Board shall develop a public arts action plan and recommend the same to the City Manager and City Commission for the implementation of educational and organizational opportunities related to and concerning public art.
 - (E) The Public Art Advisory Board shall establish and maintain liaison with other public and private agencies involved with public art.

- (F) The Public Art Advisory Board shall advise the City Commission and City Manager in all matters involving or affecting public art.
 - (G) The Public Art Advisory Board shall periodically inform the City Commission and the general public regarding programs involving public art within the City of Winter Park.
- t. Tree Preservation Board. Pursuant to the authority of the City Commission, there is established within the City of Winter Park, a Tree Preservation Board, subject to the following provisions:
- (1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provisions of Divisions One and Two of this Article. The membership shall include three of its members coming from other boards as provided in Section 58-283(d) of the City Code.
 - (2) With Exception, This Is An Advisory Board. The Tree Preservation Board is generally an advisory board with exceptions, and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the City Commission related to the protection and improvement of the City's trees, with the goal of fostering, maintaining and improving the public stewardship, protection, long range planning and careful oversight of the implementation of improvement projects for the maintenance, preservation, growth and enhancement of trees within the City of Winter Park. The City acknowledges that its trees and tree canopy are a natural resource of great significance.

As an exception to the general rule that this is an advisory board, the City Commission may, by ordinance or resolution, assign a quasi-judicial function to the Tree Preservation Board. The provisions of this Article concerning general procedures applicable to City boards and this section concerning the Tree Preservation Board are incorporated by reference into Section 58-283. These quasi-judicial functions include the assignment, in Section 58-283 of the authority to hear and decide appeals from tree removal applications, appeals from conditions of approval for approved tree removal permits, appeals concerning a request for a waiver of parking spaces in multi-family residential and non-residential parking lots, and cases involving the modification of building plans or variances relating to the preservation of trees.

- (3) Quasi-Judicial Proceedings. To the extent the City Commission by ordinance provides that this Board has quasi-judicial authority, the Board shall conduct such quasi-judicial proceedings in conformance with the requirements of Florida law. The City Manager and City Attorney shall provide technical support and resources upon request to assure that this quasi-judicial activity of the Board is in accordance with the requirements of Florida law. In such proceedings, the Board shall be governed by the substantive and procedural requirements set out in the

City Code, including those provisions set out in Chapter 58, as these provisions may be amended by the City Commission.

- u. Utility Advisory Board. There is established within the City of Winter Park pursuant to the provisions hereof a Utility Advisory Board, subject to the following provisions:

- (1) Membership. The Utility Advisory Board shall be established pursuant to the procedures in Divisions One and Two of this Article. To the extent reasonably possible, the membership shall consist of licensed professionals without conflict of interest who have expertise in the utilities and infrastructure for provision of utility services, or the legal and business aspects of providing the subject utility services to the customers of the municipal utility systems within the City of Winter Park. One member shall be a non-resident customer of the water and sewer utility.
- (2) Advisory Board. The Utility Advisory Board is an advisory board and shall have no enforcement or adjudicatory authority or responsibility.
- (3) Functions and Responsibility. The Utility Advisory Board shall organize itself and develop rules for procedure in accordance with the requirements of Divisions One and Two of this Article. Following the receipt of information and deliberation, the Utility Advisory Board shall advise the City Commission, City Manager and the management of the various utility service departments and authorities servicing the City of Winter Park regarding the following matters:
 - (A) The Utility Advisory Board shall make recommendations concerning opportunities for enhancement, expansion, maintenance, improvement and development of utility services within the City of Winter Park.
 - (B) The Utility Advisory Board shall make recommendations regarding improvements to safety and procedures in the provision of utility services within the City of Winter Park.
 - (C) The Utility Advisory Board shall make recommendations concerning the improvement of fiscal responsibility in connection with the provision of utility services, and will explore opportunities to make utility services available at a reasonable rate to the customers and residents of the City of Winter Park.

- v. Winter Park Firefighters Pension Board. There is established within the City of Winter Park a Firefighters Pension Board established pursuant to the requirements of Sections 74-153, et seq., of the City Code, subject to the following provisions:

- (1) Membership. The Board of Trustees of the Firefighters Pension Board shall be appointed pursuant to the provisions in Section 74-153, City Code
- (2) Responsibilities and Function. The Firefighters Pension Board shall operate in accordance with the requirements of Florida law and Sections 74-153, et seq., of the City Code as the Code relates to the Firefighters Pension Board and the duties and responsibilities of that Board.

- w. Winter Park Police Officers' Pension Board. There is established within the City of Winter Park a Police Officers' Pension Board established pursuant to the requirements of Sections 74-203, et seq., of the City Code, subject to the following provisions:
- (1) Membership. The Board of Trustees of the Police Officers' Pension Board shall be appointed pursuant to the provisions in Section 74-203, City Code.
 - (2) Responsibilities and Function. The Police Officers' Pension Board shall operate in accordance with the requirements of Florida law and Sections 74-203, et seq., of the City Code as the Code relates to the Police Officers' Pension Board and the duties and responsibilities of that Board.

Section 3. Repeal And Amendments To The City Code, And Repeal Of Certain Ordinances And Resolutions. The following resolutions, ordinances and sections within the City Code are hereby repealed or amended, as stated hereinafter, to make the City Code consistent with the requirements of this Ordinance, and the City Code shall be so amended as of the effective date of this Ordinance, as follows:

- a. Repeal of Resolutions.
 - A. The following CRA Advisory Board Resolutions are hereby repealed: 0001; 0002.
 - B. The following Ethics Board Resolutions are hereby repealed: 2818-10; 2011-08; 1986-08.
 - C. The following Keep Winter Park Beautiful Board Resolutions are hereby repealed: 1977-07; 1555.
 - D. The following Lakes and Waterways Board Resolutions are hereby repealed: 1486; 876.
 - E. The following Parks and Recreation Commission (now identified as the Parks and Recreation Board) Resolutions are hereby repealed: 1949-06; 607; 582.
 - F. The following Pedestrian and Bicycle Board Resolutions are hereby repealed: 1950-06; 1806-02.
 - G. The following Utilities Advisory Board Resolutions are hereby repealed: 1716; 1492; 1465.
- b. Repeal of Ordinances and Code Section Provisions.
 - A. The following sections in Chapter 58, Article VIII, Division Two, are hereby repealed: Sections 58-441 through 58-445 (which concern the Historic Preservation Commission), and the following Ordinances relating to this subject are also repealed: 2688-06, 2446-01, and 2425-01.
 - B. The following sections in Chapter 66, Article II are hereby repealed: Sections 66-26 through 66-28 (which concern the Parks and Recreation Commission, now known as the Parks and Recreation Board), and Ordinance number 2055, relating to this subject is also repealed.

- C. The following sections in Chapter 114, Article II are hereby repealed: Sections 114-31 through 114-34 (which concern the Lakes and Waterways Advisory Board).
- D. The following sections in Chapter 2, Article III, Division Five are hereby repealed: Sections 2-121 through 2-124 (which concern the Public Art Advisory Board), and Ordinances 2675-06; 2562-04; 2494-03; 2487-02, relating to this subject, are also repealed.

With respect to all Code sections that are repealed, the Sections at the end of a chapter shall be returned to the category of “Reserved” in the Municipal Code, and the remaining sections shall be renumbered in sequence, accordingly.

c. Amendment Of The City Code To Ensure Consistency With This Ordinance.

- A. Section 58-446 is amended to provide that the Historic Preservation Commission is now referred to as the Historic Preservation Board.
- B. The following sections concerning the Tree Preservation Board are amended as follows:
 - (1) Section 58-231 of the City Code is amended to provide that the Tree Preservation Board will consist of seven (7) members and one (1) alternate, and that the term in office shall be as provided in Division Two of this Chapter.
 - (2) The current language in subsection 58-283(d)(2) of the City Code is repealed, and the subsections that follow shall be renumbered accordingly.
 - (3) Section 58-283 is amended only to provide that the Board shall be referred to as the Tree Preservation Board.
- C. Section 22.29, which was previously reserved, shall now incorporate by reference the provisions of Chapter 2, Article III as established by this Ordinance, with respect to the provisions relating to the Construction Board of Adjustments and Appeals, the Building Official and any other matter pertinent to the Building Code.
- D. Section 58-3 shall now incorporate by reference the provisions of Chapter 2, Article III as established by this Ordinance, with respect to provisions relating to the Planning and Zoning Board, and all references to the Planning and Zoning Commission in the City Code shall be amended to refer to the Planning and Zoning Board.
- E. Section 58-91 shall now incorporate by reference the provisions of Chapter 2, Article III as established by this Ordinance, with respect to provisions relating to the Board of Adjustments, and all references to the Board of Adjustment in the City Code shall be amended to refer to the Board of Adjustments.
- F. Section 58-88 shall now incorporate by reference the provisions of Chapter 2, Article III as established by this Ordinance, and subsections 58-88(a), (b) and (c) shall be repealed, and the existing

58-88(d), which sets out functions, powers and duties shall be renumbered as 58-88(b), and subsection 58-88(a) shall be the subsection that refers to and incorporates Chapter 2, Article III with respect to membership, terms in office, removal, organization and expenses.

- G. Each provision in the City Code shall be amended, and shall be deemed to be amended upon the adoption of this Ordinance, to reflect and effectuate the names of the City Boards as established in this Ordinance, and to be consistent with the procedures for establishment and operation as set out in this Ordinance.

Section 4. Codification. Section 2 and, those parts of subsections 3.b. and 3.c. that amend or repeal parts of the City Code, shall be codified in the City Code as specified therein. Any section, paragraph number, letter or heading within the Code may be changed or modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural or any other reason, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion or portions hereof or hereto.

Section 6. Initial Terms In Office For Certain Boards Increasing To Seven Members. For each board that previously had fewer than seven members, the Mayor shall appoint additional persons, subject to Commission approval, so the board will have seven members, and the appointment and nomination of the additional members shall be in accordance with the procedures in Section 2 of this Ordinance that govern the appointment of members. If there will be an appointment of more than one new member to reach the seven member requirement, then the term of one of such persons newly appointed shall be two years for that person's first term.

Section 7. Nonresidents Currently Serving. A nonresident already serving on a board shall not be removed from office for reason of nonresidency until the completion of the term. The provisions of Section "r" of Section 2 of this Ordinance, concerning residency, shall be applicable to all appointees nominated after the effective date of this Ordinance.

Section 8. Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 9. Effective Date Of Ordinance. This Ordinance shall become effective immediately upon adoption of the City Commission of the City of Winter Park, Florida.

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the 13th day of June, 2011.

Mayor Kenneth W. Bradley

ATTEST:

Cynthia S. Bonham, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE EXISTING ZONING DESIGNATION OF COMMERCIAL (C-3A) DISTRICT TO COMMERCIAL (C-2) DISTRICT ON THE PROPERTY AT 400 WEST NEW ENGLAND AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the owner of the property more particularly described herein has requested rezoning in compliance with the Comprehensive Plan, and

WHEREAS, the requested zoning will achieve conformance with the Comprehensive Plan future land use designation for this property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the existing zoning designation of commercial (C-3A) to commercial (C-2) district zoning on the property at 400 West New England Avenue, more particularly described as follows:

Lots 1 & 2, Block 55, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID # 05-22-30-9400-55-010

SECTION 2. This ordinance 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 in City Hall, Winter Park, on this 13th day of June, 2011.

Kenneth W. Bradley, Mayor

Attest:

Cynthia S. Bonham, City Clerk



city commission public hearing

item type	Public Hearing	meeting date	June 13, 2011
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning Commission	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

Subject: Rezoning for Backworks Orlando Neurosurgery Group) at 1605 W. Fairbanks.

This request from the Orlando Neurosurgery Group (Backworks Inc.), owners of the property at 1605 W. Fairbanks Avenue is to amend the Zoning from Parking Lot (PL) to Office (O-2) so they can expand their parking lot and construct a new one story 3,000 square foot medical building.

Recommendation:

The Planning Commission voted 4-0 for approval of the request conditioned that a Development Agreement incorporate the representations of the applicant and the waiver granted by the City.

Background and Summary:

In 2003, the Orlando Neurosurgery Group purchased this property and received the zoning and conditional use approvals necessary to build their existing one story, 12,000 square foot medical office. In 2003, the property was commercially zoned on the Fairbanks frontage and residentially zoned (single family) on the back/lakefront portion. The City established office (O-2) zoning for the area where the medical building sits and parking lot (PL) zoning for the parking lot and retention area leaving the vacant lakefront property zoned single family residential.

In January 2009, as part of the Comprehensive Plan adoption public hearing process, the Orlando Neurosurgery Group proposed the idea of a comp. plan future land use map change that would permit a new medical building on the lakefront. This met opposition from the adjacent neighborhood so the proposal was withdrawn.

Now the Orlando Neurosurgery Group has a revised plan that is more compatible with the adjacent neighbors and respectful of the lakefront environment. The new plan (attached) proposes to build a new one story 3,000 square foot medical building and its required parking in the current location of the storm water retention pond. The storm water retention pond would then be moved to the vacant lakefront parcel.

Zoning Changes and Waiver Requested

The rezoning needed is from Parking Lot (PL) to Office (O-2) so that land can be used for parking but also for the proposed one-story 3,000 sq. ft. medical office. The City's Comprehensive Plan future land use designation for this portion of the property is already "Office and Professional" which corresponds to the requested office (O-2) zoning. The O-2 office zoning was chosen because it has a two story height limit and it makes any two story building a conditional use in case a future expansion is proposed.

The second request is to permit the lakefront portion of the property, zoned single family (R-1A) to be used for the storm water retention. The R-1A zoning district only permits "storm water retention facilities servicing exclusively uses permitted in this district". So a single family subdivision retention pond is permitted but not a medical office retention pond. Since the Comprehensive Plan designation for this lakefront portion of the property will remain single family residential, the staff and the Planning and Zoning Board believe it is advisable to approve a waiver as a part of a Development Agreement to allow the retention pond to be located in the residential (R-1A) zoning.

Project Plans

The project plans are compatible with the adjacent properties as well as the lakefront environment. The office development to the east is arranged in the same fashion with their storm water retention on the lakefront. The new building is one story in height. There is a six foot block privacy wall that divides this property on the east from the residential neighbors. Also the shape of the retention pond is designed to preserve the significant trees that exist in the northwest corner of the site and to be sensitive to the adjacent lakefront neighbor. There are four pine trees and two oak trees that must be removed. The trees to be removed total 58 caliper inches. While there may be some limited opportunities for new tree plantings on-site in the new parking lot area, the vast majority of those tree inches removed will be compensated through the payment of fees into the tree trust fund.

The project plans show 76 parking spaces which meets the medical parking requirements of one space for each 200 square feet. The existing 12,100 sq. ft. building needs 61 spaces and the new 3,015 sq. ft. building needs 15 spaces which together is the 76 spaces provided.

Development Agreement

Since the Planning Board meeting, the applicant and the staff have put together a Development Agreement. It provides a waiver to allow the single family lakefront property to be used for storm water retention. In return, the applicant is giving up the right to build any buildings/structures on that lakefront portion of the property which will keep it in its' natural state aside from the use as a storm water pond. The applicant has also agreed that no lakefront dock, boathouse or boat ramp can be built. This will implement the condition recommended by the Planning Board.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE EXISTING ZONING DESIGNATION OF PARKING LOT (PL) DISTRICT TO OFFICE (O-2) DISTRICT ON THE PROPERTY AT 1605 WEST FAIRBANKS AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the owner of the property more particularly described herein has requested rezoning in compliance with the Comprehensive Plan and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended by changing the existing zoning designation of Parking Lot (PL) district to Office (O-2) district on the portion of the property at 1605 W. Fairbanks Avenue, more particularly described as follows:

Parking Lot (PL) zoning to Office (O-2) zoning on the south 540 feet of Parcel 12-22-29-0000-00-001 (Less the south 270 feet thereof)

SECTION 2. That the land zoned Single Family (R-1A) is restricted to use only as a storm water retention pond subject to a Development Agreement between the Owner and the City.

SECTION 3. This ordinance 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 in City Hall, Winter Park, on this _____ day of _____, 2011.

Mayor

Attest:

City Clerk

Lisa Clark

From: Jeffrey Briggs
Sent: Wednesday, April 27, 2011 2:18 PM
To: Caleena Shirley; Drew Krecicki (dkrecicki@huntonbrady.com); George Livingston; Lindsey Hayes; Lisa Clark; 'Michael Dick'; 'Rick Swisher'; 'Sara Whiting'; Stacey Scowden; Wendell Hayes (wbwppz@gmail.com)
Subject: FW: Lake Killarney Advisory Board meeting

P&Z Members:

Please see below. I have asked the applicant to provide an explanation (at the meeting) of whether this suggestion would work or why it does not work.

jeff

From: Tim Egan
Sent: Wednesday, April 27, 2011 11:54 AM
To: Jeffrey Briggs; Stacey Scowden
Cc: 'Gary.Jacobs@ocfl.net'
Subject: Lake Killarney Advisory Board meeting

Jeff/Stacey:

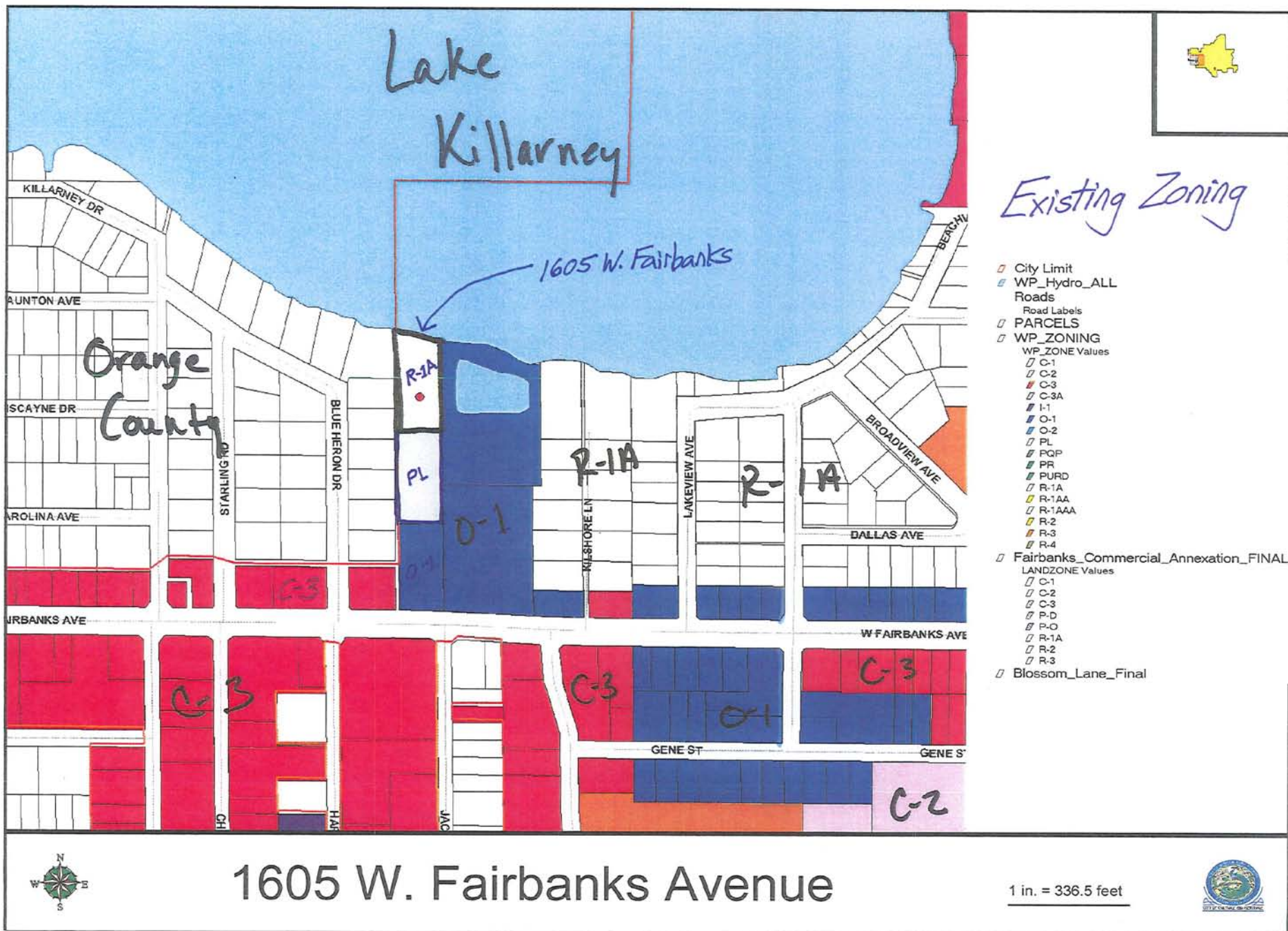
I attended the Lake Killarney Advisory Board meeting last night and one of the issues they discussed was the proposed expansion of the medical buildings at 1605 Fairbanks Avenue. After the discussion they unanimously approved a motion to make the following recommendation related to the design of the expansion:

Recommendation from the Lake Killarney Advisory Board
(Unanimously approved at their April 26, 2011 meeting)

Require the proposed building to be moved as far south as is practical (either adjoined to the existing building or very close to it), move the proposed additional parking area to the north of the relocated building (between the building and the retention pond) and provide landscaping along the south side of the retention pond that will screen the parking area and parked vehicles from the lake.

Please call me if you have any questions or need any additional information.

Timothy J. Egan
City of Winter Park
Environmental Resource Manager
Phone: (407) 599-3599
FAX: (407) 599-3417
e-mail: tegan@cityofwinterpark.org



1605 W. Fairbanks Avenue

1 in. = 336.5 feet





OCA Web MAP

PRINT CONTACT



Parcel ID: 292212000000001

0 100 ft

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

Created on 1/6/2009, Copyright 2007. Orange County Property Appraiser.

BACKWORKS, INC
1605 W. Fairbanks Avenue
Winter Park, FL 32789

March 28, 2011

City of Winter Park
Mr. Jeff Briggs
401 Park Avenue S
Winter Park, FL 32789

Dear Mr. Briggs:

Backworks, LLC will be submitting an application requesting the current zoning for our property located at 1605 W. Fairbanks Avenue be rezoned for C-1 business. When the rezoning is done, it will enable us to move forward with the construction of an approximately 3,000 to 3,200 square foot one story building on the property directly behind our current building pending approval by the Winter Park building department.

Our medical practice, Orlando Neurosurgery, P.A. has experienced tremendous growth since the building was completed in February 2005 at which time the group consisted of five neurosurgeons. We currently have eight physicians in the group making us the largest private neurosurgery practice in the state of Florida and are actively recruiting for a ninth neurosurgeon.

The addition of this space will permit additional room for patient care and enable us to provide space for possibly another medical practice along the Fairbanks corridor.

Sincerely,



Allan Wilson
Property Manager
Backworks, Inc.

RE-ZONING APPLICATION BACKWORKS, LLC - OFFICE BUILDING EXPANSION 1605 W. FAIRBANKS AVE. WINTER PARK, FLORIDA

PARCEL I.D. No. 12-22-29-0000-00-001

SITE VICINITY MAP



NOT TO SCALE

APPLICANT: BACKWORKS, LLC
1605 W. FAIRBANKS AVE.
WINTER PARK, FL 32789
PHONE: 407-975-0200
FAX: 407-975-0209

PLAN INDEX

- C-1 COVER SHEET
- C-2 SURVEY
- C-3 SITE DEMOLITION PLAN
- C-4 SITE / RE-ZONING PLAN

UTILITY COMPANIES

WATER: 407-599-3220
SEWER: 407-656-4100
ELECTRIC: 407-629-1010
TELEPHONE: 407-339-1811
CABLE: 407-291-2500

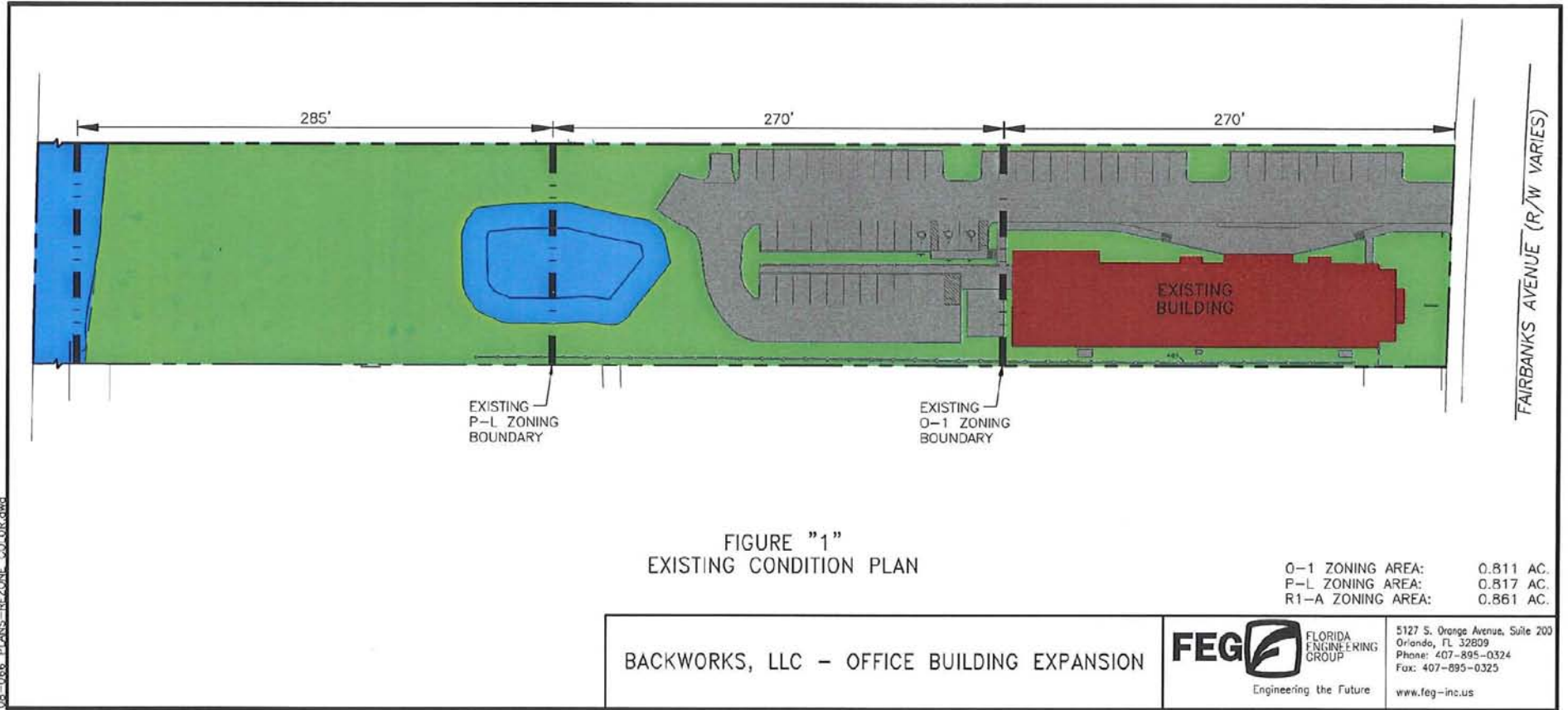
WINTER PARK UTILITIES
WINTER PARK UTILITIES
PROGRESS ENERGY
SPRINT
BRIGHTHOUSE NETWORKS

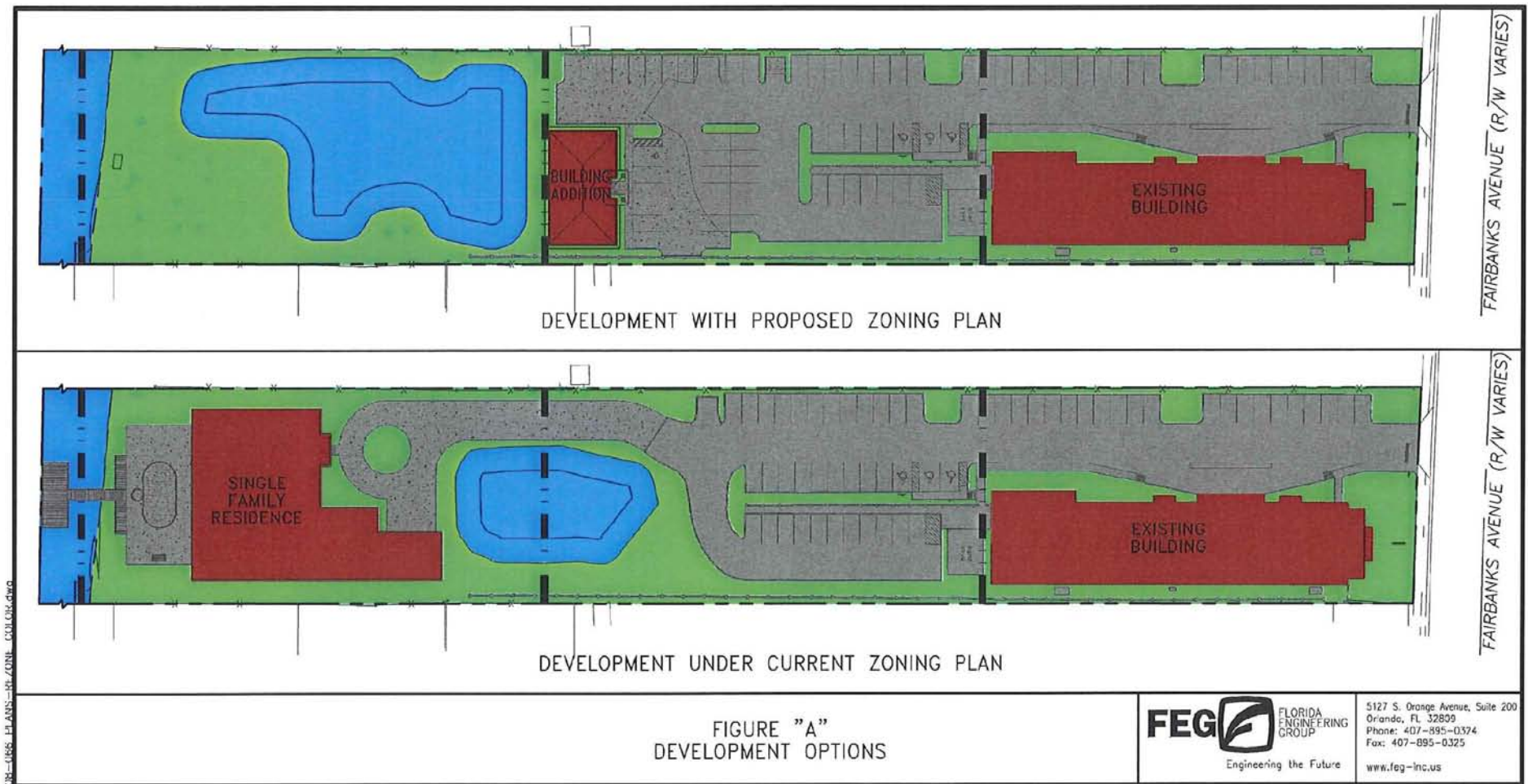


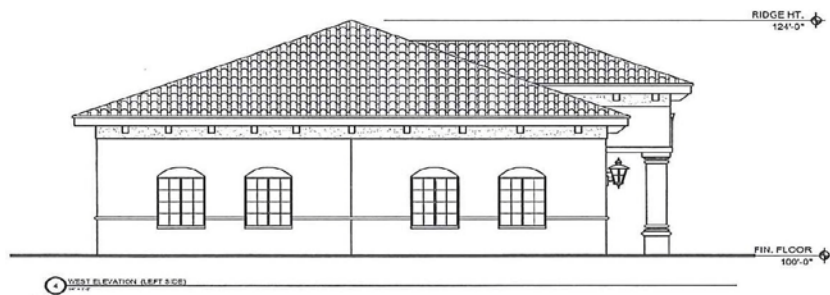
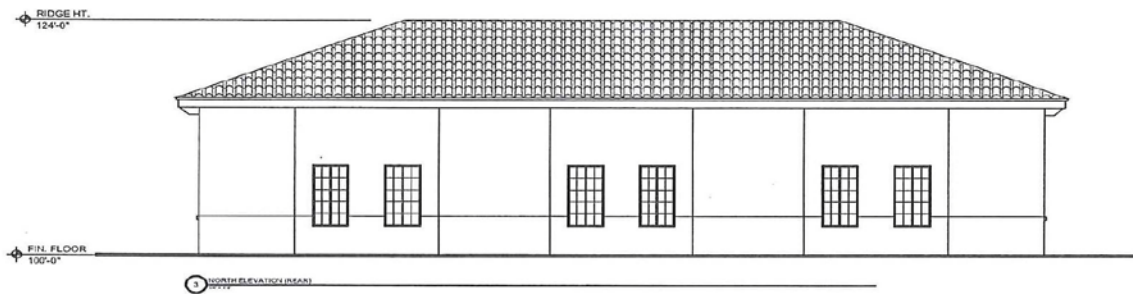
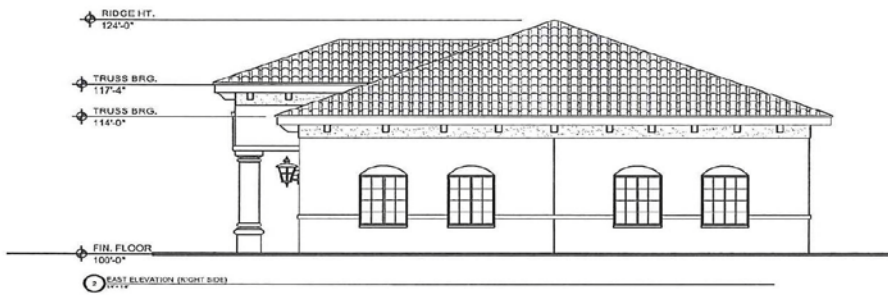
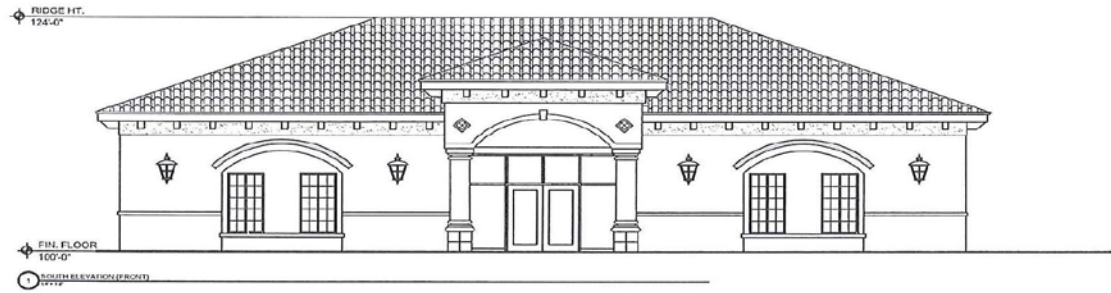
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

www.feg-inc.us

08-088 PLANS-16-ZONE-23-01R.dwg







Prepared by and return to:
Winter Park Planning Department
401 S. Park Avenue
Winter Park, FL 32789
Parcel ID # 12-22-29-0000-00-001

BACKWORKS LLC DEVELOPMENT AGREEMENT

THIS BACKWORKS LLC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2011, by and between the **CITY OF WINTER PARK, FLORIDA**, a Florida municipal corporation (the "City"), whose address is 401 Park Avenue South, Winter Park, Florida 32789, and **BACKWORKS LLC**, ("Owner"), 1605 W. Fairbanks Avenue, Winter Park, Florida 32789;

WHEREAS, the City of Winter Park has provided the zoning and other land development approvals required for the construction of the medical office projects as depicted in Exhibit "A" which occupies 1605 W. Fairbanks Avenue, Winter Park, Florida more particularly described as, The West 132 Feet of the East ½ of the Northeast ¼ of the Northwest ¼ of Section 12, Township 22, South, Range 29, East, Orange County, Florida (less the right-of-way on the south side for Fairbanks Avenue), listed as Tax ID # 12-22-29-0000-00-001 on the Orange County Property Appraiser's records, herein referred to as "Property"; and

WHEREAS, the City and the Property Owner desire to record the voluntary representations and conditions of the Owner with respect to the Property in the form of a Development Agreement as a deed covenant to run with title to the land;

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants set forth herein, the parties hereby agree as follows:

SECTION 1. RECITALS. The recitals above are true and correct and incorporated herein.

SECTION 2. DEVELOPMENT PLAN APPROVAL AND RESTRICTIONS. The City has provided the Comprehensive Plan future land use and office zoning designations and other land development approvals necessary, after duly advertised public hearings to permit the Owner to develop the Property in accordance with the Development Plan as depicted in Exhibit "A". Generally, the Development Plan depicts office land use designations required for the medical

buildings and parking on the south 2/3rds of the Property and a surface storm water retention pond facility on the north 1/3rd of the property which is designated and zoned for residential use. City agrees that the special exception and variance for use of this residentially designated land for use as a surface storm water retention facility has been granted and approved by the City Commission. Owner agrees that the use of the residentially designated land shall be limited and restricted to the sole use and function as a surface storm water retention pond facility and no other residential development or non-residential development of that portion of the property shall be permitted, which shall also include a restriction prohibiting construction of any lakefront dock, boathouse or boat ramp thereby permitting active recreational usage by boats and other watercraft on the lake. A lakefront gazebo for the passive recreational use of the lake by employees or visitors to the office buildings shall be permitted. Said development restrictions shall not apply to the property line screen wall on the west property line or other structures as part of or complimentary to the storm water retention pond facility. Owner also agrees to use reasonable effort to maintain and preserve the existing trees on that portion of the property. Any change to these restrictions and conditions shall require public notice to the neighboring property owners within 500 feet of the Property and rehearing by the Planning and Zoning Commission and City Commission.

SECTION 3. EXPANSIONS, AMENDMENTS & MODIFICATIONS TO THIS AGREEMENT.

Expansions, amendments, and modifications to this Development Agreement, if requested by the Owner/Developer, may be permitted as approved following review by the City of Winter Park in conformance with the City's Land Development Code and as outlined above.

SECTION 4. AGREEMENT TO BE BINDING

This Developer's Agreement, including any and all supplementary orders and resolutions, together with the approved development plan and all final site plans shall be binding upon the Owner/Developer and their successors and assigns in title or interest. The provisions of the Developer's Agreement and all approved plans shall run with the land and shall be administered in a manner consistent with Florida Statutes and local law.

SECTION 5. ENFORCEMENT

In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for all costs and expenses, including attorney's fees whether or not litigation is necessary and if necessary, both trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement which costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Interest on unpaid overdue sums shall accrue at the right of eighteen percent (18%) compound annually or at the maximum rate allowed by law.

SECTION 6. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Venue for purpose of litigation shall in Orange County, Florida.

SECTION 7. RECORDING

This Developer's Agreement shall be recorded, at Owner/Developer's expense, among the Public Records of Orange County, Florida no later than fourteen (14) days after full execution. Notwithstanding the foregoing, the same shall not constitute any lien or encumbrance on title to the Property and shall instead constitute record notice of governmental regulations, which may regulate the use and enjoyment of the Property.

SECTION 8. TIME IS OF THE ESSENCE

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Developer's Agreement.

SECTION 9. SEVERABILITY

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

SECTION 10. EFFECTIVE DATE

This Agreement shall not be effective and binding until the latest date that (1) this Agreement is approved by and signed by all parties hereto.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above written.

Signed, Scaled and Delivered
In the Presence of:

OWNER:

Backworks LLC

By: _____
Signature

Signature of Witness #1
Printed Name: _____

Signature of Witness #2
Printed Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by _____, as _____ of **Backworks LLC**, who is personally
known to me or who has produced _____ as identification and who did
(did not) take an oath.

Notary Public
Printed Name: _____
My commission expires: _____

CITY OF WINTER PARK, FLORIDA

Witness

By: _____

Kenneth Bradley, Mayor

ATTEST:

By: _____

City Clerk

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by _____, of the City of Winter Park, Florida, who are personally known to me and
they acknowledged executing the same freely and voluntarily under authority vested in them and that
the seal affixed thereto is the true and corporate seal of the City of Winter Park, Florida.
_____ as identification and who did (did not) take an oath.

Notary Public

Printed Name: _____

My commission expires: _____

on seal: _____

Approval of minutes – April 5, 2011

Motion made by Mr. Dick, seconded by Mr. Krecicki to approve the April 5, 2011, meeting minutes. Motion carried unanimously with a 4-0 vote.

PUBLIC HEARINGS

REQUEST OF JIM HALL ON BEHALF OF SUNTRUST BANK TO: ANNEX THE PROPERTY AT 3201 CORRINE DRIVE AND THE ADJACENT ADJOINING RIGHTS OF WAY OF EAST END AVENUE AND NORTHWOOD BLVD.

REQUEST OF JIM HALL ON BEHALF OF SUNTRUST BANK TO: AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE MAP SO AS TO ESTABLISH OFFICE AND COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT 3201 CORRINE DRIVE.

REQUEST OF JIM HALL ON BEHALF OF SUNTRUST BANK TO: AMEND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH OFFICE (O-2) AND LIMITED COMMERCIAL (C-3A) ZONING ON THE ANNEXED PROPERTY AT 3201 CORRINE DRIVE.

Mr. Briggs announced that the applicant has requested to table this item. Project relies on sanitary sewer which is the City of Orlando.

REQUEST OF BACKWORKS INC. TO: AMEND THE OFFICIAL ZONING MAP SO AS CHANGE THE EXISTING ZONING OF PARKING LOT (PL) DISTRICT TO OFFICE (O-2) DISTRICT AND SINGLE FAMILY (R-1A) TO PARKING LOT (PL) ON THE PROPERTY AT 1605 WEST FAIRBANKS AVENUE.

Planning Director Jeffrey Briggs presented the staff report. He explained that this request is from the Orlando Neurosurgery Group (Backworks Inc.), owners of the property at 1605 W. Fairbanks Avenue to change the zoning from Parking Lot (PL) to Office (O-2) so they can expand their parking lot and construct a new one story 3,000 square foot medical building. Mr. Briggs briefed the Board on the history of this property beginning in 2003 when the Orlando Neurosurgery Group purchased this property and received the zoning and conditional use approvals necessary for them to build their existing one story, 12,000 square foot medical office. At that time the property was commercially zoned on the Fairbanks frontage and residentially zoned (single family) on the back/lakefront portion. The City established office (O-2) zoning for the area where the medical building sits and parking lot (PL) zoning for the parking lot and retention area leaving the vacant lakefront property zoned single family residential. In January 2009 as part of the Comprehensive Plan adoption public hearing process, the Orlando Neurosurgery Group proposed the idea of a comprehensive plan future land use map change that would permit a new medical building on the lakefront. This met opposition from the adjacent neighborhood so the proposal was withdrawn. He said that today, the Orlando Neurosurgery Group has a new revised plan that seems to staff much more feasible, more compatible with the adjacent neighborhood and respectful of the lakefront environment. The new plan proposes to build a new one story 3,000 square foot medical building and its required parking in the current location of the storm water retention pond. The storm water retention pond would then be moved to the vacant lakefront parcel.

Mr. Briggs said that the project plans appear to be compatible with the adjacent properties as well as the lakefront environment. The office development to the east is arranged in the same fashion with their storm water retention on the lakefront. The new building is only one story in height. There is a six foot block privacy wall that divides this property on the east from the residential neighbors. The shape of the retention pond is designed to save some very nice trees and to be sensitive to the adjacent lakefront neighbor. The project plans show a total of 76 parking spaces will be created and as such does not require any parking variance from the City based the medical parking requirements of one

space for each 200 square feet. The existing 12,100 sq. ft. building needs 61 spaces and the new 3,015 sq. ft. building needs 15 spaces which together meet the code requirement for the 76 spaces.

Staff recommendation is for approval rezone from Parking Lot (PL) District to Office (O-2) District with the following condition: (1) That the City Attorney draft a development agreement to permit the use of the lakefront portion of the property zoned single family (R-1A) to be used for a storm water retention pond pursuant to the plans presented so that the future land use and zoning may remain residential. Mr. Briggs responded to Board member questions and concerns.

Don Ammerman, represented the applicants. He stated that he agrees with the staff report provided by Mr. Briggs. He gave the Board members an overview of the practice. He said that the office will be open Monday through Friday, during business hours only. He said that air conditioning units will be located on the west side away from the residential properties and that the trees will remain untouched. He responded to Board member questions and concerns.

Langston Stanley, 524 Olulu Drive, represented the Lake Killarney Homeowners Association. He stated that he feels that a precedent would be set by approving this request. He said that they would like to see the building moved further south up to the existing building, and landscaping to be installed between the parking lot and drainage pond.

Mike McCovin, 1785 Killarney Drive, stated that he agrees with the comments made by Mr. Stanley. He also stated that he is worried about any "commercial creep" that will occur as a result of this request.

Chris Williams, 440 Olulu Drive, said that he does not see a great deal of change since the last time they were before the Board. He added that he does not see a compelling reason to allow encroachment into the residential neighborhood.

Woody Woodall, spoke concerning the request. He stated that he does not see any reason to encroach into residential property and further, there is ample commercial space along Fairbanks Avenue that could accommodate the practice.

Mr. Ammerman stated that he understands the concerns of the neighbors, but those are not workable for the project due to the existing approved building and maintaining the integrity of that building and it has been downsized to a usable size and the building has already been moved. He noted that the lakefront view will not change.

No one else wished to speak concerning the request. Public Hearing closed.

The Board members discussed the request. Mrs. Whiting said that she is comfortable with the building being where it is and also with the change to O-2 zoning. She added that she would like to see the 15 foot setback from the property line maintained. Mr. Krecicki said that he supports the request the future land use designation is already office and further, this request precludes any development on the lakefront of a large single family home such as those the Board has reviewed. He said that he appreciates that they have maintained the trees. Mr. Dick stated that appreciates that the applicant has agreed to install a landscape buffer that will mature in a reasonable amount of time. He said that he also feels that the tree compensation fee should be paid at the time of building permit issuance, and that he agreed with the 15 foot setback. Mr. Swisher said that he has no problem with this particular application, but expressed concern about the future if this property is ever sold.

Motion made by Mr. Krecicki, seconded by Mr. Swisher to approve the request subject to staff recommendation that the City Attorney draft a development agreement to permit the use of the lakefront portion of the property zoned single family (R-1A) to be used for a storm water

retention pond pursuant to the plans presented and to incorporate the other representations made by the applicant in addition to the following:

1. Landscape the north side of the retention pond and parking lot to act as buffer to the lakefront residential property owners.
2. Adhere to the 15 foot building setback adjacent to residential and not the 11.5 feet as shown on the plan.
3. Tree compensation fee to be paid at the time of building permit issuance.

Motion carried unanimously with a 4-0 vote.

REQUEST OF WINTER PARK REDEVELOPMENT AGENCY LTD TO: AMEND THE OFFICIAL ZONING MAP TO CHANGE THE EXISTING ZONING OF COMMERCIAL (C-3A) DISTRICT TO COMMERCIAL (C-2) DISTRICT ON 400 WEST NEW ENGLAND AVENUE.

REQUEST OF WINTER PARK REDEVELOPMENT AGENCY LTD FOR: CONDITIONAL USE APPROVAL TO CONSTRUCT A 470 SQUARE FOOT RESTAURANT PAVILION BUILDING WITH OUTDOOR PATIO SEATING INCLUDING WITHIN A GAZEBO STRUCTURE ON THE STREET FRONTAGE OF THE PROPERTY AT 400 WEST NEW ENGLAND AVENUE, ZONED C-3A OR C-2.

Planning Director Jeffrey Briggs gave the staff report. He explained that the rezoning portion of this request for 400 W. New England Avenue is to amend the Zoning Map from Commercial (C-3A) District to Central Business (C-2) District on property located on the southwest corner of New England and Virginia Avenues that holds the two-story Catherine Hall commercial and office building. Mr. Briggs stated that City's Comprehensive Plan future land use designation for this property is Central Business District (CBD) and that corresponds to the C-2 zoning. He further explained that the CBD future land use does not conform to the existing C-3A zoning. The property owner is requesting that this zoning change so that the property can be brought into conformance with the Comprehensive Plan. Mr. Briggs provided background information on the request. He noted that the same rezoning request came to the Planning Commission on March 16, 2010, and was recommended approval by a 4-0 vote. Further, the same rezoning request came before the City Commission on April 26, 2010, but did not receive the required votes for approval. One reason cited for the dissenting votes was the zoning code reference to the submission of plans showing how the new C-2 zoning would be used. The applicant did not have any redevelopment plans at that time. The current application for C-2 zoning now includes plans for further development which is the accompanying conditional use request. While this may not be the ultimate build-out of this property, you will recall that any property in the CRA which has building construction or additions larger than 250 square feet must have those plans reviewed by the planning and zoning commission for a recommendation and approved by the city commission. So there is a safeguard that this C-2 zoning cannot be used for any other additional building without review and approval by the planning and city commissions.

Mr. Briggs discussed the details of the conditional use request. He said that the proposed development plans depict a 470 square foot "restaurant" pavilion building with outdoor patio seating and a gazebo building on the street corner. It is not really a restaurant per se, as you can see from the floor plan, as there is no kitchen or food preparation on premise. The idea is for it to be coffee, ice cream, during the day and then transition to wine/cheese/snack baskets in the evening. However, since it involves food and beverage consumption with outdoor patio dining, the restaurant category is the closest fit in the zoning code. Mr. Briggs said that technically these plans require a conditional use approval in both the C-2 zoning (as requested) and the existing C-3A zoning. So these structures and plans can be approved in either zoning district. In the proposed C-2 zoning, the pavilion and gazebo structures meet the front setbacks. In the existing C-3A zoning, a street front variance would be needed (in lieu of the required 10 foot setback) and that is possible via the conditional use approval. Staff recommendation is for approval of the rezoning to C-2. The City needs to conform the zoning to the CBD



city commission public hearing

item type	Public Hearing	meeting date	June 13, 2011
prepared by department division	Donald Marcotte Public Works Project Management	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

Subject

Winter Park/Amtrak Train Station Reconstruction Project – Adoption of the resolution for the Execution of the Florida Department of Transportation Joint Participation Agreement, 426791-1-94-01, to provide pass thru Federal Transit Administration funding, provided from FY 2009 Section 5309 Earmark Funding E2009-BUSP-217, for the development of Amtrak station design, architectural plan development, engineering development and building reconstruction of the Winter Park Amtrak Station located at 150 W. Morse Blvd, Winter Park, FL.

motion | recommendation

Motion to adopt the resolution to authorize City Manager Randy Knight to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement 426791-1-94-01 for the reconstruction of the Winter Park Train Station.

summary

Funding for this project is federally earmarked at \$950,000 with a required City match of 20%; meaning, if the City were to fully utilize the federal funds, the project cost would be \$1,187,500 with a City match of \$237,500. The City's match was budgeted and set aside in FY 2008 in the CRA.

April 2009 – Funds were earmarked by FTA for the Amtrak station reconstruction project.

November 2009 – City Commission adopted Resolution No. 2038-09 authorizing the filing of applications with the Federal Transit Administration to capture the earmarked funds for this reconstruction project.

board comments

N/A

RESOLUTION NO. 2085-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE A PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE WINTER PARK TRAIN STATION/AMTRAK STATION RECONSTRUCTION PROJECT.

WHEREAS, the State of Florida Department of Transportation and the City of Winter Park, Florida, desire to facilitate reconstruction of the existing Winter Park Train Station located at 150 West Morse Boulevard, Florida, and

WHEREAS, the State of Florida Department of Transportation has requested the City of Winter Park, Florida, to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement, Financial Project Number 426791-1-94-01 for the aforementioned project,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Winter Park, Florida that Randy Knight, City Manager, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 13th day of June, 2011.

Kenneth W. Bradley, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
02/11
Page 1 of 14

Financial Project No(s): (item-segment-phase-sequence) 426791-1-94-01	Fund: 010 Function: 683 Federal No.: n/a DUNS No.: 80-939-7102	FLAIR 088809 Object Code: 790072 Org. Code: 55052000531 Vendor No.: F596000456002
Contract No.: _____	CFDA Number: 20.500	CSFA Number: n/a

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Winter Park
401 Park Avenue South, Winter Park, FL 32789
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before December 30, 2013 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

341.053

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

to provide pass thru FTA funding for the Amtrak Station Construction and Improvements in Winter Park, FL provided from FY 2009 Section 5309 Bus and Bus Facility Earmark E2009-BUSP-217. Funds will be used for the development of railway station design, architectural plan development, engineering development, and building reconstruction of the Winter Park Train Station located at 150 West Morse Boulevard, Winter Park, FL. Additional details provided in Attachment One.

and as further described in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 1,187,500. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 950,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, n/a percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
Deland, FL 32720

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

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

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

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
Deland, FL 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
Deland, FL 32720

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
Deland, FL 32720
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
Deland, FL 32720
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Five _____ Public Transportation Office 133 S. Semoran Blvd., Orlando, FL _____, FL, 32807 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 30, 2013. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

23.00 Public Entity Crime: 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list 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.

25.00 E-Verify: The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No(s). 426791-1-94-01

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

City of Winter Park
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

District Director of Transportation Development
TITLE

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789 dated _____.

PROJECT LOCATION:

City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Mr. Don Marcotte, PE
Assistant Public Works Director
(407) 599-3424

PROJECT DESCRIPTION:

Amtrak Station Construction and Improvements in Winter Park, FL with funding provided from Federal Transit Administration FY 2009 Section 5309 Bus and Bus Facility Earmark E2009-BUSP-217. Funds will be used for the development of railway station design, architectural plan development, engineering development, and building reconstruction of the Winter Park Train Station located at 150 West Morse Boulevard, Winter Park, FL. Further detailed in Attachment One.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Management Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789 dated _____.

I. PROJECT COST:				
Architectural & Engineering for				
Construction Plan Development			\$	110,000.00
Project Administration			\$	80,000.00
Construction Management			\$	50,000.00
Construction			\$	947,500.00
<hr/>				
TOTAL PROJECT COST				\$1,187,500.00
II. PARTICIPATION:				
Maximum Federal Participation				
FTA, FAA	(%)	or	\$	
Agency Participation				
In-Kind	(%)		\$	
Cash	(20%)		\$	237,500.00
Other	(%)		\$	
Maximum Department Participation,				
Primary				
(DS)(DDR)(DIM)(PORT)	(%)	or	\$	
Federal Reimbursable (DU)(FRA)(DFTA)	(80%)	or	\$	950,000.00
Local Reimbursable (DL)	(%)	or	\$	
<hr/>				
TOTAL PROJECT COST				\$1,187,500.00

EXHIBIT "C"
(GENERAL)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789

referenced by the above Financial Project Number.

This Agreement is in conformance with Chapter 341.053, Florida Statutes.

JPA Modifications

1. Delete subparagraph 4.10 [c] in its entirety.
2. Add the following sentence at the end of the existing paragraph 7.40: "Such records shall be maintained by the Agency for five years after final payment and made available upon the Department's request."
3. Add the following paragraph at the end of the existing paragraph 8.11: "Invoices shall indicate the percentage of project completion and shall be signed by a responsible employee of the Agency certifying that the invoice accurately reflects the actual progress of the project."
4. Delete the following language from the end of paragraph 8.30: "and costs attributable to goods and services received under a contract or other arrangements which has not been approved in writing by the Department."
5. Delete paragraphs 12.10 and 12.20 in their entirety and replace it with the following language "It is understood and agreed by the parties hereto that participation by the Department in this project is contingent on the agency complying in full with all provisions of Chapter 287, Florida Statutes." Florida Counsel for the Agency shall provide written certification to the Department of the Agency's compliance with Chapter 287, prior to request for reimbursement.
6. Delete the following language from paragraph 22.00 "Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless bid specifications, purchase order or contract specifies otherwise," and replace it with the following language: "Upon receipt, the Department has twenty (20) working days to inspect and approve the goods and services unless bid specifications, purchase order or contract specifies otherwise."

The Parties further agree that all terms and conditions of the JPA not specifically modified or amended by this exhibit shall remain in full force and effect.

EXHIBIT "D"

Federal Resources Awarded to the Recipient Pursuant To This Agreement Consist Of The Following:

Federal Agency: Federal Transit Administration, Department of Transportation

Authorization: 49 U.S.C. 5309

CFDA #: 20.500 Federal Transit Capital Investment Grants

Amount: \$ 950,000.00

Compliance Requirement:

Allowed Activities:

Funds may be used to assist State and local governmental authorities in financing: capital projects for new fixed guideway systems, and extensions to existing fixed guideway systems, including the acquisition of real property, the initial acquisition of rolling stock for the systems, and the acquisition of rights of way, and relocation, for fixed guideway corridor development for projects in the advanced stages of alternatives analysis or preliminary engineering; capital projects, the acquisition, construction, reconstruction and improvement of facilities and equipment for use by operation or lease or otherwise in mass transportation service, including property and improvements needed for an efficient and coordinated mass transportation system, including buses and bus facility equipment; the capital costs of coordinating transit with other transportation; and the introduction of new technology, through innovative and improved transportation; and the introduction of new technology, through innovative and improved products. Consideration may also be given for projects which enhance urban economic development; establish new or enhanced coordination between transit and other transportation; or enhance the effectiveness of a transit project and are related physically or functionally to that transit project. It could also include financing for transit projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities; for the development of corridors to support fixed guideway systems, including protecting rights of way through acquisition, construction of dedicated bus and high occupancy vehicle lanes and park-and-ride lots, and other nonvehicular capital improvements that the Secretary may decide would result in increased transit usage in the corridor.

Eligibility:

Applicant Eligibility

Public agencies, including States; municipalities and other subdivisions of States; public agencies and instrumentalities of one or more States; and public corporations, boards, and commissions established under State law. Applicant must have legal, financial, and technical capacity to carry out proposed project, including safety and security aspects, and maintain facilities and equipment purchased with Federal assistance. Fixed Guideway formula funds are apportioned by formula to urbanized areas over 200,000 population with fixed guideway segments at least one mile long that are over seven years old. Bus and New Starts programs are allocated entirely to projects designated by Congress. Private non-profit organizations are not eligible direct recipients.

Beneficiary Eligibility

The general public, both users and non-users of public transportation. Public agencies, although private transportation companies may participate through contractual arrangements with public agency grantee.

Compliance Requirements Applicable To The Federal Resources Awarded Pursuant To This Agreement Are As Follows:

The recipient of Formula Grants for Federal Transit Capital Investment Grant funding must comply with the statutory requirements in 341.053 Florida Statutes, 49 USC 5309, and guidance of FTA Circular 9300.1A.

ATTACHMENT ONE

1). Detailed Project Description:

E2009-BUSP-217 Amtrak Station Construction and Improvements, Winter Park, \$950,000, local share \$237,500, total project cost \$1,187,500, for the development of railway station design, architectural plan development, engineering development, and building reconstruction of the Winter Park Train Station to serve railway passengers, with passenger amenities, possibly including mixed use features such as concessions, retail, etc. to accommodate rail passengers.

Operating for the service of Amtrak and its passengers, the existing Winter Park Train Station, constructed in 1962, is owned by the City of Winter Park. At 1,163 square feet of passenger lobby and ticket office space, reconstruction of a new train station building, affording increased public space, is needed to provide upgraded facilities and technological amenities to all rail passengers. The construction of a new replacement train station that makes more efficient use of this 24,254 square-foot parcel will provide for larger public spaces, modern amenities, and concessions thereby improving the rail experience in Winter Park, Florida. This Amtrak Station Construction project calls for the reconstruction of the existing train station building, at its same current location, for the same current use, with no alterations to the existing railroad tracks. Therefore, no impact to the number of employees or cars will result.

In relation to existing transit, LYNX, the bus transit provider for the Orlando Urban area, currently has two routes that serve the Winter Park/Amtrak Station. Link 102, a major north-south route, serves the station Monday thru Sunday and holidays with 30 minute headways. Service on Link 102 begins at 5:00 a.m. and ends at midnight. Link 443, an east-west route, serves the station Monday thru Sunday and holidays with one-hour headways. Service on Link 443 begins at 5:00 a.m. and ends at 8:20 p.m. LYNX receives FTA Section 5307 funding for bus service. The Winter Park/Amtrak Station will also be served by a second connection to transit when the SunRail project is completed.

2). Deliverables:

100% construction plans, construction documents, final report, as-built plans.

3).	Task	Activity	Start	Complete
	1	Grant Award Process & Executed Grant Agreement Complete	9/2011	12/2011
	2	100% Construction Plan Development	1/2012	3/2012
	3	FDOT Construction Plan Approval	4/2012	5/2012
	4	FDOT Bid Document Approval	5/2012	6/2012
	5	Notice to Proceed issued to Winter Park by FDOT	7/2012	7/2012
	6	Project to Bid and City Commission Award	8/2012	9/2012
	7	Pre-construction Meetings and preparation	10/2012	11/2012
	8	Project Construction	1/2013	8/2013
	9	Project Closeout and Final Payment Request	9/2013	10/2013

- 4). Total project cost - \$1,187,500.00
Earmarked E2009-BUSP-217
Funding = \$950,000.00
- City of Winter Park Required
20% Match = \$237,500.00

Architectural & Engineering for Construction Plan Development \$ 110,000
Includes typical architectural and engineering services for the development of final site design, station elevations, floor plans, site evaluations, civil engineering, and construction plans for the construction of the new train station.

Project Administration \$ 80,000
Includes responsibility for typical construction administrative services such as: contract management, progress meetings, payout applications, EEO/DBE requirements

Construction Management \$ 50,000
Oversee the day to day construction tasks of the project

Construction \$ 947,500
Demolition, site clearing, site grading, and construction of the new train station building and exterior areas

TOTAL \$1,187,500



city commission agenda item

item type	Public Hearing	meeting date	June 13, 2011
prepared by	Wes Hamil	approved by	<input checked="" type="checkbox"/> City Manager
department	Finance		<input type="checkbox"/> City Attorney
division	n/a		<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

Ordinance authorizing a lease purchase agreement not to exceed \$1,750,000 for the purpose of financing improvements to the air conditioning and lighting systems in City facilities.

motion | recommendation

Approve ordinance authorizing a lease purchase agreement not to exceed \$1,750,000 for the purpose of financing improvements to the air conditioning and lighting systems in City facilities.

Background

On April 25, 2011, the City Commission approved an agreement with Trane U.S. for the implementation of a Guaranteed Energy and Water Savings Performance Contract for City facilities. The total cost is estimated at \$2,410,863. Funding will be provided by \$685,207 in grants leaving \$1,725,656 to be financed.

At the time of approval of the Trane contract, staff committed to seeking the most favorable terms for financing the remaining cost of the project. Proposals were solicited from qualified financial institutions and quotes were obtained from three banks for lease purchase financing over an eleven year period. The lowest rate was 3.05% from BB&T. At this rate, annual lease payments average \$196,590. Costs of issuance for the lease purchase agreement are estimated at \$27,500 and will be paid from General Fund contingency. Estimated issue costs are as follows:

Bond counsel (Bryant Miller Olive)	\$17,500
Financial advisor (PFM)	\$5,000
Counsel for BB&T	\$5,000
Total	\$27,500

The attached ordinance authorizes the financing of the improvements. The formal proposal from BB&T and resolution authorizing the specific terms will be presented to the Commission for approval on June 27, 2011. Closing on a lease purchase agreement with BB&T is expected to occur later in the week of June 27.

alternatives | other considerations

The City could pay the \$1,725,656 project costs from reserves. However, this would reduce reserves from 17.25% of expenditures as of September 30, 2010 to 12.79%. Although financing will cost the City additional interest it will allow the City to continue to build its reserves towards the 30% of expenditures goal. Also, the 3.05% rate from BB&T is favorable and the City may be able to invest reserves at a comparable rate over the term of the agreement offsetting the impact of the interest cost on the lease purchase agreement.

fiscal impact

The City anticipates reducing its contribution for facility replacement by \$100,000 during the term of the lease purchase agreement to help fund the annual debt service since this project will replace the air conditioning system in City Hall. Guaranteed utility savings as part of the Guaranteed Energy and Water Savings Performance Contract with Trane are estimated at \$126,017. The combination of reduced funding for facility replacement and energy and water savings should allow the City to fund the annual debt service of \$196,590 without negatively impacting other programs.

strategic objective

Achieve financial security through good government practices.

ORDINANCE NO. ____-11

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING AND PROVIDING FOR THE BORROWING OF AN AMOUNT NOT TO EXCEED ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS FOR THE PURPOSE OF FINANCING THE COSTS ASSOCIATED WITH IMPROVEMENTS TO THE CITY'S AIR CONDITIONING AND LIGHTING SYSTEMS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. AUTHORITY FOR THIS ORDINANCE. This ordinance is enacted pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes; Sections 2.11 and 2.14 of the Charter Laws of the City of Winter Park, Florida; and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. It is necessary and desirable to enter into a lease-purchase agreement to finance the costs associated with certain energy savings capital improvements to the City's air conditioning and lighting systems (the "Project"). The money received from the borrowing will be used for such purpose and for the benefit of the City; and

B. The City solicited proposals from qualified financial institutions and received three proposals; and

C. It is in the City's best interest to borrow not to exceed \$1,750,000 under a lease-purchase agreement to provide funds to finance the Project.

SECTION 3. AUTHORIZATION OF BORROWING. The City is hereby authorized to borrow not to exceed \$1,750,000 from a qualified financial institution acting as the lessor (the "Lessor") for the purposes set forth above. Entering into the lease-purchase agreement described above for the purposes set forth above is hereby authorized. The Lease is to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to prepayment and to have such other characteristics as shall be provided by subsequent resolutions of the City Commission of the City; lease payments shall be subject to annual appropriation as provided in supplemental resolution(s) that shall also contain covenants substantially to the effect that amounts sufficient for payment of such Lease, to be derived from legally available funds of the City, shall be included in proposed budget of the City; provided however, that the Lease shall not constitute a pledge of the full faith and credit of the City, or any other funds of the City legally available therefore, nor prevent the City from subsequently pledging any legally available funds to the payment of other obligations of the City. The City Commission shall adopt a specific resolution, supplemental to this ordinance, setting forth the fiscal details and other covenants and

provisions necessary to enter into the Lease. In addition, such resolution may include provisions for the sole benefit of the Lease, as circumstances dictate, in order to protect the rights of the Lessor.

SECTION 4. NEGOTIATED SALE. Given the size of the financing and nature of the security for the Lease it is in the best interests of the City to negotiate with the three qualified financial institutions that have submitted bids versus a competitive sale which will allow the City to negotiate the most favorable terms for the City.

SECTION 5. REPEAL OF INCONSISTENT PROVISIONS. All ordinances, resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect immediately upon its final passage and adoption.

ENACTED after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this ____ day of June, 2011.

Mayor

ATTEST:

City Clerk

SOURCES AND USES OF FUNDS

City of Winter Park
Performance Contract Bond, Series 2011

Sources:

Bond Proceeds:	
Par Amount	1,725,656.00
	<hr/>
	1,725,656.00
	<hr/>

Uses:

Project Fund Deposits:	
Project Fund	1,725,656.00
	<hr/>
	1,725,656.00
	<hr/>

BOND SUMMARY STATISTICS

City of Winter Park
Performance Contract Bond, Series 2011

Dated Date	06/29/2011
Delivery Date	06/29/2011
Last Maturity	06/01/2022
Arbitrage Yield	3.061741%
True Interest Cost (TIC)	3.061741%
Net Interest Cost (NIC)	3.050000%
All-In TIC	3.061741%
Average Coupon	3.050000%
Average Life (years)	6.183
Duration of Issue (years)	5.548
Par Amount	1,725,656.00
Bond Proceeds	1,725,656.00
Total Interest	325,441.08
Net Interest	325,441.08
Total Debt Service	2,051,097.08
Maximum Annual Debt Service	196,588.27
Average Annual Debt Service	187,791.19
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,725,656.00	100.000	3.050%	6.183	951.23
	1,725,656.00			6.183	951.23

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,725,656.00	1,725,656.00	1,725,656.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	1,725,656.00	1,725,656.00	1,725,656.00
Target Date	06/29/2011	06/29/2011	06/29/2011
Yield	3.061741%	3.061741%	3.061741%

BOND DEBT SERVICE

City of Winter Park
Performance Contract Bond, Series 2011

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2011			9,064.49	9,064.49	
12/01/2011			13,158.13	13,158.13	
03/01/2012			13,158.13	13,158.13	
06/01/2012	36,680	3.050%	13,158.13	49,838.13	85,218.88
09/01/2012	36,688	3.050%	12,878.44	49,566.44	
12/01/2012	36,688	3.050%	12,598.70	49,286.70	
03/01/2013	36,688	3.050%	12,318.95	49,006.95	
06/01/2013	36,688	3.050%	12,039.20	48,727.20	196,587.29
09/01/2013	37,820	3.050%	11,759.46	49,579.46	
12/01/2013	37,820	3.050%	11,471.08	49,291.08	
03/01/2014	37,820	3.050%	11,182.70	49,002.70	
06/01/2014	37,820	3.050%	10,894.33	48,714.33	196,587.57
09/01/2014	38,987	3.050%	10,605.95	49,592.95	
12/01/2014	38,986	3.050%	10,308.67	49,294.67	
03/01/2015	38,986	3.050%	10,011.40	48,997.40	
06/01/2015	38,989	3.050%	9,714.14	48,703.14	196,588.16
09/01/2015	40,189	3.050%	9,416.84	49,605.84	
12/01/2015	40,189	3.050%	9,110.40	49,299.40	
03/01/2016	40,189	3.050%	8,803.96	48,992.96	
06/01/2016	40,192	3.050%	8,497.52	48,689.52	196,587.72
09/01/2016	41,429	3.050%	8,191.06	49,620.06	
12/01/2016	41,429	3.050%	7,875.16	49,304.16	
03/01/2017	41,429	3.050%	7,559.26	48,988.26	
06/01/2017	41,432	3.050%	7,243.37	48,675.37	196,587.85
09/01/2017	42,708	3.050%	6,927.45	49,635.45	
12/01/2017	42,707	3.050%	6,601.80	49,308.80	
03/01/2018	42,707	3.050%	6,276.16	48,983.16	
06/01/2018	42,710	3.050%	5,950.52	48,660.52	196,587.93
09/01/2018	44,026	3.050%	5,624.86	49,650.86	
12/01/2018	44,025	3.050%	5,289.16	49,314.16	
03/01/2019	44,025	3.050%	4,953.47	48,978.47	
06/01/2019	44,027	3.050%	4,617.78	48,644.78	196,588.27
09/01/2019	45,384	3.050%	4,282.07	49,666.07	
12/01/2019	45,383	3.050%	3,936.02	49,319.02	
03/01/2020	45,383	3.050%	3,589.97	48,972.97	
06/01/2020	45,386	3.050%	3,243.93	48,629.93	196,587.99
09/01/2020	46,785	3.050%	2,897.86	49,682.86	
12/01/2020	46,784	3.050%	2,541.12	49,325.12	
03/01/2021	46,784	3.050%	2,184.39	48,968.39	
06/01/2021	46,784	3.050%	1,827.67	48,611.67	196,588.04
09/01/2021	48,227	3.050%	1,470.94	49,697.94	
12/01/2021	48,227	3.050%	1,103.21	49,330.21	
03/01/2022	48,227	3.050%	735.48	48,962.48	
06/01/2022	48,229	3.050%	367.75	48,596.75	196,587.38
	1,725,656		325,441.08	2,051,097.08	2,051,097.08