



city commission agenda

Regular Meeting

3:30 p.m.
June 27, 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 Pastor George Cope, Calvary Assembly of God Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	Projected Time
	a. Proclamation-Parks and Recreation Month b. Presentation of Summer 2011 Webisode produced in partnership with Full Sail University's SPARK program c. Board appointments d. SunRail update	15 minutes
5	City Manager's Report	Projected Time

6 City Attorney's Report	Projected Time
a. Update on post office box issue	10 minutes
b. Sydgan settlement agreement	5 minutes
7 Non-Action Items	Projected Time
a. Financial Report – May 2011	10 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)	
9 Consent Agenda	Projected Time
a. Approve the minutes of 6/13/11. b. Approve the following purchases and contracts: <ol style="list-style-type: none"> 1. After-the-Fact Purchases Order 144784 to City of Orlando for payment of April 2011 sanitary sewer charges; \$185,146.62 2. Blanket Purchase Order to the City of Altamonte Springs for wholesale sewer treatment; Total expenditure included in approved FY11 budget; \$125,000 3. Blanket Purchase Order to the City of Orlando for sanitary sewer charges; total expenditure included in approved FY11 budget; \$1,165,000 4. Blanket Purchase Order to the City of Orlando for improvements at the Iron Bridge Regional Water Reclamation Facility; total expenditure included in approved FY11 budget; \$2,270,000 5. Temporary extension of IFB-1-2008, Underground Electrical Construction Services with Heart Utilities, Inc. through September 30, 2011 and authorize the Mayor to execute the agreement for temporary extension; total expenditure is included in approved FY11 budget; \$400,000 6. Temporary extension of RFP-9-2007, Tree Trimming of Electric Utility Lines with Burford's Tree Surgeons through September 30, 2011 and authorize the Mayor to execute the agreement for temporary extension; total expenditure is included in approved FY11 budget; \$135,000 7. Piggybacking the State of Florida contract 390-350-07-1 for Food Grade Ice for Emergency Operations and authorize the Mayor to execute the piggyback contracts 8. Piggybacking the State of Florida contract 390-910-07-1 for Potable Water for Emergency Operations and authorize the Mayor to execute the piggyback contracts 9. Piggybacking Orange County contract Y11-1014 for Motor Fuels and authorize the Mayor to execute the piggyback contracts c. Approve the Winter in the Park Holiday Ice Rink Contract with Magic Ice USA. d. Approve the budget adjustment to increase contributions to the police and fire pension plans.	5 minutes

- e. Approve the Police Department strategic plan as presented.
- f. Authorize City staff to continue Community Conversations electronically via a City blog format.

10 Action Items Requiring Discussion	Projected Time
11 Public Hearings	Projected Time
a. Request of Backworks, Inc.: (Quasi-Judicial proceeding) - Ordinance -Amending the official zoning map to change the existing zoning of Parking Lot (PL) District to Office (O-2) District at 1605 West Fairbanks Avenue (2)	5 minutes
b. Request of Rollins College: (Quasi-Judicial proceeding) - Amending their conditional use approval to continue the use of the Osceola Lodge and Bigelow House properties at 231 N. Interlachen Avenue and 230 N. Knowles Avenue, zoned R-2/R-3 for the Winter Park Institute, a Rollins College Educational Program for visiting scholars. The request would allow the continuation of this use with no expiration	15 minutes
c. Request of Rollins College: (Quasi-Judicial proceeding) - Conditional use approval to renovate and expand the Bush Science Center Building on the campus of Rollins College at 1000 Holt Avenue, zoned PQP.	15 minutes
d. Ordinance -Authorizing lease purchase agreement not to exceed \$1,750,000 for the acquisition of Trane Air Conditioning and Lighting System (2)	5 minutes
e. Resolution -Lease purchase agreement with Trane Air Conditioning and Lighting system. Funding to be provided by BB&T at 3.05%.	5 minutes
12 City Commission Reports	Projected Time
a. Commissioner Leary b. Commissioner Sprinkel c. Commissioner Cooper d. Commissioner McMacken 1. Board Appreciation event 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."

Mayor's Appointments - June 27, 2011

6.12

TERM

ID

First Name

Last Name

Home Address

City

BOARD OF ADJUSTMENT

New Position, 1	2011-2012	112	Ann	Higbie	190 Ward Dr	Winter Park
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ETHICS BOARD

New, Appoint 1	2011-2012	155	Thomas	Bradley	780 Williams Dr.	Winter Park
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HISTORICAL PRESERVATION BOARD

New, Appoint 2	2011-2014	157	Genean	McKinnon	701 Via Bella	Winter Park
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PEDESTRIAN AND BICYCLE SAFETY BOARD

New, Alternate, Appoint 1	2011-2013	99	Elisabeth	Holler	1250 S Denning Dr Ap	WINTER PARK
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TREE PRESERVATION BOARD

New, Re-
appoint

2011-2014

New,

Appoint

2011- 2013

161 **Phil**

Eschbach

210 CHELTON CIRCLE Winter Park

158 **Peter**

Weldon

700 Via Lombardy Winter Park

UTILITIES ADVISORY BOARD

New,

Alternate,

Appoint

1 2011-2014

108 **Michael**

Smith

241 W. Lake Sue Ave. Winter Park



city commission city manager's report

item type Non-Action Item

meeting date June 27, 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	The Budget adjustment to fund 12 year smoothing of plan costs is included in the June 27 th Commission agenda. Additionally, staff and pension representatives met to discuss some plan design changes based on adopted legislation at the state level. Those ideas as well as those of the pension consultant will be analyzed and presented to the Commission during the summer. All changes to the plan are subject to bargaining with Police and Fire Unions.	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.
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.
Electric Rates	As a result of returning the \$1 million of Nuclear Electric Insurance Limited (NEIL) payments received from Progress Energy plus the return of \$308,000 of over collected fuel adjustment revenues, the July-September fuel adjustment will be significantly reduced. For a 1,000 kWh residential customer the total electric bill, including taxes and franchise fees will be reduced from \$138.53 to \$126.98 or about 8.3%. For commercial customers, bills will be reduced by 7-9% depending on the rate classification and usage characteristics.	July- September 2011
4 th of July Celebration	The City is currently working with hot dog cart vendors to make hot dogs available during the Old Fashioned 4 th of July Celebration. To be included in the festivities, vendors must sell their hotdogs for no more than \$2 each. They may also sell complementary items (chips, soda's, etc.) The City will be providing water at the event.	July 4, 2011

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.

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into by and between **SYDGAN CORPORATION**, a Florida corporation, with a principal address of 511 North New England Avenue, Suite 200, Winter Park, Florida 32789 ("SYDGAN"); **W.F.G., LTD**, a Florida limited partnership, with a principal address of 222 South Pennsylvania Avenue, Suite 200, Winter Park Florida 32789 ("W.F.G.") (jointly the "Developers"); and the **CITY OF WINTER PARK, FLORIDA**, a Florida municipal corporation with an address of 401 Park Avenue South, Winter Park, Florida 32789-4386 (the "City"), and is conditioned on approval by the City of Winter Park City Commission.

Recitals

WHEREAS, in November of 2000 the City granted a conditional use permit to W.F.G., for the purpose of developing property at the northwest corner of Morse Boulevard and Pennsylvania Avenue in the City of Winter Park, and

WHEREAS, to memorialize that conditional use permit W.F.G. and the City entered into that certain Developer's Agreement dated November 28, 2000, under which W.F.G. agreed to develop four two-story commercial buildings, a three level parking garage, and residential condominiums according to the terms of the Developer's Agreement, a copy of which is attached to this Agreement as "exhibit 1," and

WHEREAS, on or about May 23, 2005 the City approved a modification of the conditional use permit to allow the parking garage to be up to five levels so long as the residential development was substantially completed before the expansion of the parking garage to five levels and also approved a two year extension of the conditional use permit through May 23, 2007, and

WHEREAS, on or about April 9, 2007 the City again approved an extension of the conditional use permit through May 23, 2008 because the parties believed the City's Comprehensive Plan would be approved by that date and the development would proceed according to the terms of the Developer's Agreement and the Comprehensive Plan, and

WHEREAS, to memorialize the modification to that conditional use permit W.F.G. and the City entered into that certain Developer's Agreement Amendment One dated November 26, 2007, amending the original November 28, 2000 Developer's Agreement to allow W.F.G. to add additional stories to the commercial buildings and two additional levels to the parking garage according to the terms of that amendment, a copy of which is included as part of "exhibit 1," and

WHEREAS, on or about March 10, 2008 the Comprehensive Plan had not yet been adopted so the City granted another extension of time for the conditional use permit until one year after the Comprehensive Plan became effective, and

WHEREAS, the Comprehensive Plan became effective on May 14, 2009, extending the conditional use permit through May 14, 2010, and

WHEREAS, at all times material to this Agreement SYDGAN acted as the agent in fact for W.F.G. regarding the Developer's Agreement dated November 28, 2000; the Developer's Agreement Amendment One dated November 26, 2007; and the conditional use permit, with any modifications and extensions, related to the Developer's Agreement and Amendment One, and

WHEREAS, by April of 2010 the City had not yet adopted its Land Use Code, which would provide the regulations governing the development contemplated by the parties, so the City's planning staff requested an additional extension of the conditional use permit on behalf of W.F.G., and

WHEREAS, on May 10, 2010, during City Commission's regularly scheduled public meeting, the City granted a three year extension of the conditional use permit through May 14, 2013 and added the following five additional conditions to the conditional use permit:

1. No construction shall take place on the additional parking garage expansion until compatible development is approved by the City (as required via conditional use) for the vacant portion of the property at 655 W. Morse Boulevard on the Pennsylvania and Symonds corner and construction of the approved project has begun;
2. The maximum parking garage expansion is not to exceed 5 levels. The specific authorized expansion will be determined based on land development code parking requirements for approved projects on the properties governed by the approved Development Agreement that demonstrate the need for such parking;
3. All other terms of the 11/28/00, Developer's Agreement, as amended on 11/26/07, remain unchanged. (This includes the requirement for residential development);
4. This Conditional Use approval becomes effective upon mutual execution of an amendment to that Developer's Agreement; and

5. This extension does not indicate or imply that the Commission approves any specific future development or level of parking required to accommodate such development. All proposed development is subject to the normal land use processing approvals.

, and

WHEREAS, neither W.F.G. nor SYDGAN asked the City to reconsider its decision or sought judicial review of the May 10, 2010 decision by the City within the time required, and

WHEREAS, on or about December 13, 2010 SYDGAN again requested an extension of the conditional use permit, for the first time referencing two laws recently passed by the legislature; Section 14, Chapter 2009-96, Laws of Florida (2009), and Section 46, Chapter 2010-147, Laws of Florida (2010), and

WHEREAS, at the City Commission's December 13, 2010 meeting the City granted an additional extension under Chapter 2010-147 but denied any extension under Chapter 2009-96, and

WHEREAS, SYDGAN timely filed a Petition for Writ of Certiorari in the Ninth Judicial Circuit Court styled "SYDGAN CORPORATION v. CITY OF WINTER PARK, Case No. 2011-CA-001709-O, Writ No. 11-13," ("Petition") seeking review of the December 13, 2010 decision by the City, and

WHEREAS, SYDGAN, W.F.G., and the City ("the parties") have reached a settlement of all claims and disputes referenced in the Petition and all claims and other disputes between them, and desire to set forth the terms and conditions of that settlement in this Agreement and hereby enter into this Agreement with the intent of resolving all claims and disputes and the Petition.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, and other good and valuable consideration, the parties hereby agree as follows:

Agreement

1. **Recitals.** All of the facts stated in recitals of this Agreement are true and correct, are incorporated into this Agreement by reference, and the parties hereto agree to be bound by them.

2. **Effective Date.** The Effective Date of this Agreement shall be the last date on which all of the parties actually execute this Agreement and all documents contemplated hereunder.

3. Further City Action and Additional Approvals. The parties to this Agreement understand and agree that the City must conduct a public hearing to approve any extension or modification of the conditional use permit referenced in the recitals section of this Agreement. The fact that this Agreement does not address any particular requirement, condition, or term of the Developer's Agreement dated November 28, 2000, or the Developer's Agreement Amendment One dated November 26, 2007, shall not relieve the developer referenced in those documents from the obligation to comply with any other law, ordinance, regulation, or permitting requirement not covered by the terms of this Agreement.

4. Not an Extension or Modification of a Conditional Use Permit. The parties to this Agreement understand and agree that this Agreement is not itself an extension or modification of a conditional use permit. The parties further understand and agree that the city must take further action at a noticed public hearing, as contemplated by paragraphs 3 and 5 of this Agreement, in order to grant any extension or modification of the conditional use permit referenced in the recitals section of this Agreement.

5. City to Consider an Extension and Modification of Conditional Use Permit. Notwithstanding this Agreement, the parties to this Agreement understand and agree that this Agreement shall in no way bind the City to extend or modify the conditional use permit referenced in the recitals section of this Agreement. The City has the complete right to deny any extension or modification of the conditional use permit that may come before it as required by this Agreement.

6. Consideration. Subject only to the terms of this Agreement, and as a material inducement to entering into this Agreement, the parties agree as follows:

a. At the next regularly scheduled public meeting of the Winter Park City Commission after the City's approval of this Agreement, the City will place on its meeting agenda and bring up for consideration the granting of an extension to the conditional use permit, as referenced in the recitals section of this Agreement, through the date of May 14, 2014, with that extension including removal of the second sentence of condition 2 and conditions 1, 4, and 5 imposed on May 10, 2010, so that the conditions on the conditional use permit would be:

(1) The maximum parking garage expansion is not to exceed five levels, and

(2) All other terms of the November 28, 2000 Developer's Agreement, as amended on November 26, 2007, remain unchanged. (This includes the requirement for residential development).

b. Within thirty (30) days of the City granting an extension after the hearing referenced in subsection "a." above, SYDGAN and the City shall file a Stipulation of Dismissal with Prejudice in the Ninth Circuit Judicial Court case styled "SYDGAN CORPORATION v. CITY OF WINTER PARK, Case No. 2011-CA-001709-O, Writ No. 11-13." If the City does not grant an extension or modification the appeal shall continue.

7. Settlement of Dispute. If the City grants the extension and modification referenced in paragraph 6a of this Agreement, this Agreement shall constitute a full and final resolution of all claims outlined in the recitals above and paragraph 8 shall become immediately effective upon the filing of the stipulation referenced in paragraph 6b.

8. Release. This provision shall become effective at the time and as provided in Section 7 of this Agreement.

In consideration of the payment of Ten and 00/100 dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged by the Developers, the Developers jointly and severally, hereby release, absolve, disclaim, and forever discharge the City of Winter Park, its City Commission members, officers, agents and employees, all in their official and personal capacities, of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with the Petition or this Agreement and from any and all rights, claims, charges, causes of action, set-offs, damages, defenses, and demands which were asserted or could have been asserted by the Developers, relating any conditional use permit, as from time to time modified and extended, described in the Petition, including but not limited to: civil rights, 42 U.S.C. §§1983 and 1988, proceedings set forth in Section 70.001, 70.20, or 70.51, Florida Statutes; U.S. or Florida Constitutional claims relating to procedural or substantive due process, equal protection, inverse condemnation, the U.S. Fifth or Fourteenth Constitutional Amendments, Article I Section 2 or 9 or Article X Section 6 of the Florida Constitution, or claims arising directly or indirectly from the failure to grant any extension or modification of any conditional use permit as alleged in the Petition. Further, the Developers, on their own behalf and on behalf of their successors, privies, and assigns, and anyone claiming by, through or under same, hereby covenant not to sue and release and forever discharge the City of Winter Park, its City Commission members, officers, agents and employees, all in their official and personal capacities, individually and collectively, from all claims, demands, actions, causes of action, petitions, suits, debts, dues, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, damages, claims, liens, setoffs, attorneys'/ paralegals' fees, defenses, and all and every and any nature of actions or causes of action in law or in equity, which the Developers or any of them had, now has, or may subsequently accrue to any or all of them, arising out of or in connection with, arising directly or indirectly, from the failure to grant any extension or modification of any conditional use permit as alleged in the Petition and the incidents described in this. **THE PARTIES TO THIS AGREEMENT UNDERSTAND AND**

AGREE THAT THEY EACH AND ALL EXECUTED THE RELEASES SET FORTH IN THIS AGREEMENT FREELY AND VOLUNTARILY AFTER HAVING HAD THE OPPORTUNITY TO BE APPRISED OF ALL OF THE RELEVANT INFORMATION, DATA, AND ADVICE FURNISHED BY ANY CONSULTANTS OR ATTORNEYS.

9. Entire Agreement. This Agreement contains the entire understanding between the parties with regard to matters set forth within it. There are no representations, warranties, arguments, agreements, arrangements, undertakings oral or written, between or among the parties related to the subject matter of this Agreement that are not fully expressed within this Agreement. The parties specifically rely upon the terms of this Agreement, the terms of which shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning unless otherwise defined.

10. Advice of Counsel. The Parties to this Agreement acknowledge that they have received the advice of independent legal counsel. The parties executing this Agreement do so with the full knowledge of its significance and with the express intent of effecting its legal consequences.

11. Modifications. No modification of a term or condition of this Agreement shall be valid or binding, unless it is in writing and executed by each of the parties to the Agreement or their agents.

12. Waiver. The parties agree that there shall be no waivers of any terms of this Agreement and any failure by any of the Parties to enforce any provision shall not be a waiver of same and shall not be deemed to waive any other provision of this Agreement.

13. Attorneys' Fees. The parties shall bear their own attorneys' fees and costs in the Petition, including the negotiation and drafting of this Agreement and any other related issues. There is no prevailing party in the Petition and each Party will pay its own costs, expenses, and attorneys' fees, except as otherwise indicated in this Agreement.

14. Enforcement. In the event an action is commenced or motion filed seeking enforcement of this Agreement the prevailing party in such action or motion shall be entitled to recover its attorneys' fees and costs from the other party. The parties agree that the Ninth Judicial Circuit Court in and for Orange County, Florida, shall have jurisdiction to enforce this Agreement as may be necessary.

15. Choice of Law. This Agreement is being executed and delivered in the state of Florida and the laws of the state of Florida shall apply with regard to all matters pertaining to and arising under or in connection with this Agreement. In the event that an action is filed by any party hereto to enforce any provision of this Agreement, all parties hereto consent to the

jurisdiction and venue of the Ninth Judicial Circuit Court in and for Orange County, Florida, and waive personal service of summons and agree to service by certified return receipt mail.

16. Construction. This Agreement was prepared with the joint input of all parties who each had an opportunity to review and understand the Agreement and have each participated in the preparation of the Agreement, which shall not be interpreted more or less favorably to any of the parties. This Agreement shall not be more strictly construed against one party than against the other because of the fact that it may have been physically prepared by one party or by its attorneys, because all parties and their respective attorneys have participated in the negotiation, drafting, and preparation of this Agreement. All terms and provisions of this Agreement shall be deemed to have been inserted for the benefit of all parties.

17. Interpretation. This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning and all words, terms, and phrases not otherwise specifically defined by capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

18. Counterparts. This Agreement may be executed in several counterparts and all such executed counterparts shall constitute one agreement, which shall be binding upon all parties hereto, notwithstanding that all parties’ signatures do not appear on the same page, and the parties further agree that a photocopy, facsimile copy, or other reproduction of this Agreement shall be as binding and effective as the original.

WHEREFORE, each of the parties has executed this Agreement on the day and year indicated below.

Printed name of Representative for SYDGAN
Corporation

Signature of Representative for SYDGAN
Corporation

Date

Printed name of Representative for W.F.G, LTD.

Signature of Representative for W.F.G, LTD

Date

Printed name of Attorney for SYDGAN Corporation

Signature of Attorney for SYDGAN Corporation

Date

Printed name of Representative for the City of Winter
Park

Signature of Representative for the City of Winter
Park

Date

Printed name of Attorney for the City of Winter Park

Signature of Attorney for the City of Winter Park

Date

Financial Report

For the Month of May (67% of fiscal year lapsed)

Fiscal Year 2011

General Fund

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

- Overall General Fund revenues are on track to meet budget expectations. Discussion of major revenue sources is below.
- The timing of property tax distributions from the Tax Collector is behind where it was last year (91% current year vs. 97% prior year). We do not anticipate a significant shortfall from the budget.
- Franchise fee revenues include only seven months of electric and six months of solid waste franchise fees. Franchise fees from electric sales are higher in the summer months. Franchise fees are \$51,678 above May 2010 due to \$37,798 in tennis franchise fee revenue this year. The City began receiving franchise fee revenue from the private operator of Azalea Lane Tennis Center in May of last year.
- Utility tax revenue includes only five months of Communications Service Tax revenue. Including comparable estimates for the other months will bring this revenue in line with the annual budget. Communications Services Tax could be \$60,000 short of the budget estimate. Electric and water utility tax revenues are also on track to equal or exceed projections. Utility taxes in total are \$69,291 behind May 2010. The decrease is all in electric utility taxes which should still exceed the FY 2011 budget by about \$25,000.
- Occupational licenses are renewed as of October 1 of each year so the largest portion of this revenue has already been received. Revenues are \$31,232 greater than May 2010.
- Thanks to some large projects (Winter Park Towers) building permit revenues are up \$95,875 in comparison to the first eight months of the prior year and also compare favorably to our budget projections.
- Intergovernmental revenues are low in comparison to budget because only six months of half cent sales and local option gas tax revenues had been received through April. Sales tax revenues are up \$146,186 in comparison to the first six months of the prior year and on track with budget projections and local option gas tax is on track to exceed the budget by \$35,000. State revenue sharing may be about \$50,000 short of the annual budget.
- Charges for services are up \$597,703 in comparison to the prior year. Ambulance transport revenues are the main reason for this increase and are \$531,636 higher than May 2011. The City was transitioning between billing agents at this point last year. Once the medicare application for the new billing agent was through all approval processes we received a large distribution of

payments. Some of these were accrued to the prior year and a large amount remains for the current year. Overall, ambulance transport revenues will likely exceed the budget projection by about \$500,000.

- Fines and forfeiture revenues are a bit behind as the Orange County Clerk of Courts began retaining 10% of the traffic fines for the Public Records Modernization Trust Fund this past year. We will likely be \$325,000 below our budget estimate for this revenue. However, the additional transport revenues will more than offset this shortfall.
- Budgetary projections for miscellaneous revenue are looking attainable at this point in the fiscal year.
- Legal services are over budget due to litigation matters.
- Organizational support for the Winter Park Historical Association (\$60,000) and United Arts (\$15,000) were paid at the beginning of the fiscal year. Contributions to the Winter Park Public Library are spread throughout the year at one twelfth of the budget each month. However, nine monthly payments to the Library had been made through May which causes this line to appear over budget.
- Other expenditures are generally in line with or below budget.

Community Redevelopment Agency Fund

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

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

Operating expenditures are ahead of schedule because the City has already made its annual \$40,000 contribution for support of Heritage Center operations.

Capital project spending is largely for the new Community Center.

Debt service is higher than the prior year because this is the first year of debt service for the Community Center loan.

Water and Sewer Fund

Revenue is up \$665,732 in comparison to the prior year but is only 64% of the annual budget and we are 67% of the way through the fiscal year.

Expenditures are well within budgetary constraints.

Bottom line shows YTD net income of \$1,662,414. After subtracting capital contributions (impact fees), net income is still \$921,955 for the eight months ended May 31, 2011. However, this will not provide adequate funding for payment of principal and capital funding requirements. City staff is working with CDM on the water and sewer rate study to determine what rates are necessary to provide adequate funding for all cash flow needs. Debt service coverage will not be a problem.

Electric Services Fund

Revenues are down \$1,999,352 comparison to the prior year. Sales of kWh are running about 3.5% behind the prior year.

Bulk power costs are below budget as of May 2011. The new arrangement with Seminole Electric and Progress Energy should result in these costs being significantly below budget for the year with the exception of fuel costs which will be recovered from the customer through quarterly adjustments. Although sales of kWh are running about 3.5% behind the prior year our cost of purchasing power is 17.0% below the total through May 2010.

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

Bottom line is net income of \$4,267,488 through May 31. After deducting \$1,183,763 in payments from Progress Energy for insurance funds, net income is still \$3,083,725. Net revenues should continue to improve through the hot summer months providing funding for payment of principal on debt, capital improvements and repayment of monies borrowed from other funds in prior years.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD May 31, 2011 and 2010
67% of the Fiscal Year Lapsed

	Fiscal YTD May 31, 2011						Fiscal YTD May 31, 2010			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	\$ 13,227,961	136%	\$ 14,538,871	\$ 14,538,871	\$ 9,692,583	\$ 3,535,378	\$ 15,424,648	\$ 15,895,265	\$ 10,596,845	\$ 4,827,803
Franchise Fees	586,126	78%	1,130,000	1,130,000	753,333	(167,207)	534,448	1,088,094	725,396	(190,948)
Utility Taxes	3,927,231	85%	6,921,536	6,921,536	4,614,357	(687,126)	3,996,522	6,712,270	4,474,847	(478,325)
Occupational Licenses	466,859	156%	450,000	450,000	300,000	166,859	435,627	468,000	312,000	123,627
Building Permits	780,391	113%	1,033,800	1,033,800	689,200	91,191	684,516	939,497	626,331	58,185
Other Licenses & Permits	17,965	135%	20,000	20,000	13,333	4,632	15,708	16,100	10,733	4,975
Intergovernmental	3,207,857	80%	5,995,605	5,995,605	3,997,070	(789,213)	3,055,807	5,660,612	3,773,741	(717,934)
Charges for Services	2,820,310	114%	3,708,300	3,708,300	2,472,200	348,110	2,222,607	3,516,538	2,344,359	(121,752)
Fines and Forfeitures	203,255	38%	797,500	797,500	531,667	(328,412)	254,609	664,570	443,047	(188,438)
Miscellaneous	450,107	126%	504,610	533,810	355,873	94,234	387,319	499,414	332,943	54,376
Fund Balance	-	-	-	566,257	377,505	(377,505)	-	802,709	535,139	(535,139)
Total Revenues	25,688,062	108%	35,100,222	35,695,679	23,797,121	1,890,941	27,011,811	36,263,069	24,175,381	2,836,430
Expenditures:										
City Commission	12,078	39%	47,057	47,057	31,371	19,293	19,328	19,477	12,985	(6,343)
Legal Services - City Attorney	213,181	158%	202,800	202,800	135,200	(77,981)	227,432	266,596	177,731	(49,701)
Legal Services - Other	59,515	89%	100,000	100,000	66,667	7,152	95,617	70,000	46,667	(48,950)
Lobbyists	45,041	130%	52,000	52,000	34,667	(10,374)	93,632	112,000	74,667	(18,965)
City Management	296,446	93%	476,603	476,603	317,735	21,289	314,590	478,863	319,242	4,652
City Clerk	165,202	108%	229,966	229,966	153,311	(11,891)	159,768	235,547	157,031	(2,737)
Communications Dept.	251,258	85%	440,584	441,384	294,256	42,998	274,547	481,212	320,808	46,261
Information Technology Services	777,914	83%	1,252,217	1,399,459	932,973	155,059	831,167	1,362,712	908,475	77,308
Finance	525,045	100%	789,862	789,962	526,641	1,596	533,366	807,357	538,238	4,872
Human Resources	182,307	91%	300,859	300,859	200,573	18,266	164,935	353,479	235,653	70,718
Purchasing	93,813	60%	202,494	232,988	155,325	61,512	128,394	210,825	140,550	12,156
Planning & Community Development	350,638	77%	639,187	683,761	455,841	105,203	367,775	692,089	461,393	93,618
Building & Code Enforcement	772,747	90%	1,289,136	1,293,628	862,419	89,672	768,357	1,275,919	850,613	82,256
Public Works	4,235,077	92%	6,779,814	6,932,734	4,621,823	386,746	4,441,706	7,192,799	4,795,199	353,493
Police	6,653,347	89%	11,044,550	11,225,620	7,483,747	830,400	6,978,806	11,672,252	7,781,501	802,695
Fire	5,544,364	96%	8,643,108	8,656,723	5,771,149	226,785	5,658,844	9,162,232	6,108,155	449,311
Parks & Recreation	3,525,028	89%	5,924,844	5,944,994	3,963,329	438,301	3,661,465	6,134,081	4,089,387	427,922
Organizational Support	1,077,159	114%	1,411,212	1,411,212	940,808	(136,351)	1,049,659	1,386,212	924,141	(125,518)
Non-Departmental	-	-	239,000	2,171,404	1,447,603	1,447,603	-	961,735	641,157	641,157
Total Expenditures	24,780,160	87%	40,065,293	42,593,154	28,395,438	3,615,278	25,769,388	42,875,387	28,583,593	2,814,205
Revenues Over/(Under)										
Expenditures	907,902	-20%	(4,965,071)	(6,897,475)	(4,598,317)	5,506,219	1,242,423	(6,612,318)	(4,408,212)	5,650,635
Operating transfers in	5,703,356	97%	8,782,012	8,782,012	5,854,675	(151,319)	5,912,526	9,139,505	6,093,003	(180,477)
Operating transfers out	(1,256,358)	100%	(1,884,537)	(1,884,537)	(1,256,358)	-	(1,748,430)	(2,527,187)	(1,684,791)	(63,639)
Other Financing Sources/(Uses)	4,446,998	97%	6,897,475	6,897,475	4,598,317	(151,319)	4,164,096	6,612,318	4,408,212	(244,116)
Total Revenues Over										
Expenditures	\$ 5,354,900		\$ 1,932,404	\$ -	\$ -	\$ 5,354,900	\$ 5,406,519	\$ -	\$ -	\$ 5,406,519

* As adjusted through May 31, 2011

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD May 31, 2011 and 2010
67% of the Fiscal Year Lapsed

	Fiscal YTD May 31, 2011						Fiscal YTD May 31, 2010			
	Actual		Budget				Actual		Budget	
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	\$ 2,309,577	150%	\$ 2,305,963	\$ 2,305,963	\$ 1,537,309	\$ 772,268	\$ 3,177,316	3,222,158	\$ 2,148,105	\$ 1,029,211
Intergovernmental	-	0%	-	-	-	-	116,463	-	-	116,463
Charges for services	170,783	0%	200,000	200,000	133,333	37,450	116,840	-	-	116,840
Miscellaneous	14,443	18%	117,200	117,200	78,133	(63,690)	107,307	234,400	156,267	(48,960)
Fund Balance	-	0%	338,821	7,625,256	5,083,504	(5,083,504)	-	3,161,178	2,107,452	(2,107,452)
Total Revenues	2,494,803	37%	2,961,984	10,248,419	6,832,279	(4,337,476)	3,517,926	6,617,736	4,411,824	(893,898)
Expenditures:										
Planning and Development	360,090	84%	644,708	644,908	429,939	69,849	403,316	776,233	517,489	114,173
Capital Projects	5,415,686	108%	-	7,526,235	5,017,490	(398,196)	1,201,037	11,971,178	7,980,785	6,779,748
Debt service	1,160,647	116%	1,506,081	1,506,081	1,004,054	(156,593)	653,728	1,150,578	767,052	113,324
Total Expenditures	6,936,423	108%	2,150,789	9,677,224	6,451,483	(484,940)	2,258,081	13,897,989	9,265,326	7,007,245
Revenues Over/(Under)										
Expenditures	(4,441,620)	-1166%	811,195	571,195	380,797	(4,822,417)	1,259,845	(7,280,253)	(4,853,502)	6,113,347
Debt proceeds	-	-	-	-	-	-	8,100,000	8,100,000	5,400,000	2,700,000
Operating transfers out	(71,405)	100%	(107,108)	(107,108)	(71,405)	(0)	(78,575)	(117,862)	(78,575)	-
Other Financing Sources/(Uses)	(71,405)	100%	(107,108)	(107,108)	(71,405)	0	8,021,425	7,982,138	5,321,425	2,700,000
Total Revenues Over/(Under)										
Expenditures	\$ (4,513,025)		\$ 704,087	\$ 464,087	\$ 309,391	\$ (4,822,416)	\$ 9,281,270	701,885	\$ 467,923	\$ 8,813,347

* As adjusted through May 31, 2011

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Water & Sewer Funds
Fiscal YTD May 31, 2011 and 2010
67% of the Fiscal Year Lapsed

	Fiscal YTD May 31, 2011				Fiscal YTD May 31, 2010		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget	Adjusted %
Operating Revenues							
Intergovernmental	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
Charges for services	17,311,147	27,129,592	27,129,592	64%	16,645,415	26,084,284	64%
Total Operating Revenues	17,311,147	27,129,592	27,129,592	64%	16,645,415	26,084,284	64%
Operating Expenses:							
General and Administration	912,307	1,434,592	1,474,745	62%	878,330	1,514,471	58%
Operations	7,118,199	14,450,260	14,571,094	49%	7,460,291	16,540,442	45%
Facility Agreements	1,859,640	3,530,000	3,530,000	53%	1,898,261	3,717,000	51%
Depreciation & Amortization	2,797,482	-	-	0%	3,595,087	-	0%
Total Operating Expenses	12,687,628	19,414,852	19,575,839	65%	13,831,969	21,771,913	64%
Operating Income (Loss)	4,623,519	7,714,740	7,553,753	61%	2,813,446	4,312,371	65%
Nonoperating Revenues (Expenses):							
Investment earnings	206,175	238,920	238,920	86%	258,024	745,900	35%
Debt Service - Principal	-	(2,410,000)	(2,410,000)	0%	-	(1,150,000)	0%
Debt Service - Interest	(2,604,875)	(3,589,908)	(3,589,908)	73%	(2,481,647)	(2,956,638)	84%
Miscellaneous revenue	1,171	2,300	2,300	0%	50	-	0%
Fund Balance	-	-	160,987	0%	-	1,459,718	0%
Total Nonoperating Revenues (Expenses)	(2,397,529)	(5,758,688)	(5,597,701)	43%	(2,223,573)	(1,901,020)	117%
Income (Loss) Before Operating Transfers	2,225,990	1,956,052	1,956,052	114%	589,873	2,411,351	24%
Capital Contributions	740,459	-	-	0%	139,423	-	100%
Operating transfers in	-	-	-	0%	-	-	0%
Operating transfers out	(1,304,035)	(1,956,052)	(1,956,052)	67%	(1,493,319)	(2,181,400)	68%
Total Contributions and Transfers	(563,576)	(1,956,052)	(1,956,052)	29%	(1,353,896)	(2,181,400)	62%
Net Income	\$ 1,662,414	\$ -	\$ -		\$ (764,023)	\$ 229,951	

* As adjusted through May 31, 2011

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Electric Services Funds
Fiscal YTD May 31, 2011 and 2010
67% of the Fiscal Year Lapsed

	Fiscal YTD May 31, 2011				Fiscal YTD May 31, 2010		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget	Adjusted %
Operating Revenues							
Intergovernmental	\$ -	\$ -	\$ -	0%	\$ 534,857	\$ -	0%
Charges for services	33,610,145	53,805,025	53,805,025	62%	35,074,640	57,337,970	61%
Total Operating Revenues	33,610,145	53,805,025	53,805,025	62%	35,609,497	57,337,970	62%
Operating Expenses:							
General and Administration	804,156	1,117,722	1,117,758	72%	670,782	1,142,806	59%
Operations	3,381,640	8,931,951	7,107,216	48%	3,249,645	7,038,744	46%
Purchased Power Cost	18,916,242	33,914,312	33,914,312	56%	22,814,741	37,592,170	61%
Deferred Purchased Power Fuel Cost	-	-	-	0%	(11,677)	-	0%
Transmission Power Cost	1,440,066	1,772,000	1,772,000	81%	1,390,067	1,771,875	78%
Depreciation & Amortization	2,297,603	-	-	0%	2,171,808	-	0%
Total Operating Expenses	26,839,707	45,735,985	43,911,286	61%	30,285,366	47,545,595	64%
Operating Income (Loss)	6,770,438	8,069,040	9,893,739	68%	5,324,131	9,792,375	54%
Nonoperating Revenues (Expenses):							
Investment earnings	(3,244)	(115,000)	(115,000)	3%	(71,756)	(100,000)	72%
Debt Service - Principal	-	(1,425,000)	(1,425,000)	0%	-	(65,000)	0%
Debt Service - Interest	(1,849,160)	(3,564,711)	(3,564,711)	52%	(1,841,075)	(3,967,260)	46%
Miscellaneous revenue	1,174,355	-	-	0%	87,114	-	0%
Fund Balance	-	-	356,358	0%	-	-	0%
Total Nonoperating Revenues (Expenses)	(678,049)	(5,104,711)	(4,748,353)	14%	(1,825,717)	(4,132,260)	44%
Income (Loss) Before Operating Transfers	6,092,389	2,964,329	5,145,386	118%	3,498,414	5,660,115	62%
Operating transfers in	-	-	-	0%	-	-	0%
Operating transfers out	(1,824,901)	(2,964,329)	(2,964,329)	62%	(1,984,932)	(3,209,075)	62%
Total Operating Transfers	(1,824,901)	(2,964,329)	(2,964,329)	62%	(1,984,932)	(3,209,075)	62%
Net Income (Loss)	\$ 4,267,488	\$ -	\$ 2,181,057		\$ 1,513,482	\$ 2,451,040	

* As adjusted through May 31, 2011

REGULAR MEETING OF THE CITY COMMISSION
June 13, 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 Elder Alvin Green, United Church of God by Faith, followed by the Pledge of Allegiance.

Members present:

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

Also present:

City Manager Randy Knight
Assistant City Attorney Bill Reischmann
City Clerk Cynthia Bonham

Member absent:

Commissioner Tom McMacken

Approval of the agenda

Motion made by Commissioner Leary to approve the agenda with the deletion of Item 9.e. per staff's request (Approval to officially record the sanitary sewer easement granted to the City in 2004 and the Development and Easement Agreement for 121 Garfield Avenue); **seconded by Commissioner Sprinkel and approved by acclamation of the City Commission.**

Mayor's Report

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

Community Redevelopment Advisory Board

Daniel Butts (2011-2014)

Tree Preservation Board

Christine Menkin (Alternate, 2011-2013)

Utilities Advisory Board

Gregory Seidel

Fire Pension Board

Pat McCabe (re-appoint 2011-2013)
Tony Grey (re-appoint 2011-2013)

Police Pension Board

Det. Murray Daniel (re-appoint 2011-2013)
Sandy Modell (re-appoint 2011-2013)

Parks and Recreation Board

Michael Palumbo (alternate, 2011-2013)

Motion made by Mayor Bradley that the above appointments are accepted as presented; seconded by Commissioner Leary. Commissioner Cooper asked that the Parks and Recreation Board appointment be voted on separately. The Parks and Recreation appointment was removed to be voted on separately. **The motion carried unanimously (to approve the appointments made to the Community Redevelopment Advisory Board, the Tree Preservation Board, the Utilities Advisory Board, and the Fire and Police Pension Boards) with a 4-0 vote. Commissioner McMacken was absent.**

Motion made by Mayor Bradley that the Parks and Recreation Board appointment is accepted as presented; seconded by Commissioner Leary and carried with a 3-1 vote with Mayor Bradley and Commissioners Leary and Sprinkel voting yes. Commissioner Cooper voted no. Commissioner McMacken was absent.

City Manager's Report

There were no questions brought forward from the City Manager's report.

City Attorney's Report

1. Attorney Reischmann provided an update on the post office box issue regarding placement of mail boxes at residences. He reported that they expect to have a meeting with the postmaster next week and will report back in two weeks after the meeting takes place.

2. Attorney Reischmann spoke about the petition filed with the courts by Sydgan (Mr. Dan Bellows) concerning the Morse/Pennsylvania parking garage conditional use request. He explained there was an executive session held and a counter offer made by Mr. Bellows' attorney after an offer was made that resulted from the executive session. This resulted in a settlement agreement whereby they asked that one sentence be changed that the plaintiff did not want to see as part of the five conditions pertaining to condition #2 of the five conditions put into place on May 10, 2010 **(The maximum parking garage expansion is not to exceed 5 levels. The specific authorized expansion will be determined based on land development code parking requirements for approved projects on the properties governed by the approved Development Agreement that demonstrate the need for such parking).**

He explained that the following language from this condition is removed from the settlement agreement as follows: **"The specific authorized expansion will be determined based on land development code parking requirements for approved projects on the properties governed by the approved Development Agreement that demonstrate the need for such parking."** (The first sentence of the condition remains as follows: "The maximum parking garage expansion is not to exceed 5 levels."). Upon discussion, this will be on the June 27 agenda for approval.

Non-Action Items

a. Legislative update

Attorney Reischmann spoke about the laws that passed this Legislative session that impacted local government. This included pensions, non-homestead assessment caps, growth management (revisions to Chapter 163, Part II), pain management clinics, private property rights, clarified the pre-emption issue regarding attempts by local governments to regulate firearms and local businesses taxes (formerly occupational taxes). He also summarized what did not pass to include the repeal the red light camera law, septic tanks among others. City Manager Knight addressed the changes to police and fire pensions and the impact to the City. He also spoke about the limit placed on severance pay to no more than 20 weeks of compensation that impacts any new employees after July 1. He said that will hurt the State of Florida in recruiting against other states in hiring professionals to run the cities because of being in a highly politically charged position which will reduce the number of applicants.

Upon discussion, Attorney Reischmann will provide a summary to the Commission of the growth management laws that passed and will work with staff to make sure Winter Park's laws are consistent with the State regarding private property rights. He was also directed to review the ordinance moratorium regarding pain management clinics. Police Chief Railey stated they are currently working with Orange County on a comprehensive pain management ordinance that can be adopted countywide and our current moratorium will take us through the time that is developed. He recommended keeping the moratorium here in place as they continue to develop the new countywide ordinance.

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.

Police Chief Brett Railey provided a PowerPoint presentation regarding the D.D.A.C.T.S model being utilized by the Police Department that uses the integration of location-based crime and traffic data to establish effective and efficient methods for deploying law enforcement and other resources. He summarized why they use DDACTS, their goal to reduce the incidence of crime and crashes, the National partners associated with DDACTS, the operational guidelines, the guiding principles, the challenges to its implementation, the process followed by the Police Department to implement this, the successes with its implementation (further reduction in crime, cooperative planning with staff input, greater efficiency during tough budget years, and "purpose driven" traffic enforcement with fewer complaints, increased positive contacts and citizen buy-in). Chief Railey provided statistics of a year to year comparison of tracked crimes and elaborated on the success of the DDACTS model. He compared January – April 2011 to 2010 and reported on the decreases in incidents, crashes, stolen vehicles, burglaries, robberies and retail thefts.

He concluded that implementing DDACTS has allowed the Police Department to establish a relationship between crashes and crime, renewed the emphasis on traffic safety contacts not tickets, helped with accreditation, and has provided stronger relationships with stakeholders and partners. He listed the return on their investment: a cost effective approach, fewer calls for service, increased time on high visibility patrols, increased deterrence, increased field contacts, increased traffic safety contacts and a reduction in social harm.

Mayor Bradley and Commissioners congratulated Chief Railey and the entire police department on a job well done with implementing this. Chief Railey stated they have been asked to provide a presentation to other agencies concerning their successes.

c. Civility Pledge (suggestions from Ethics Board)

Mayor Bradley stated this has gone through the Ethics Board and will come back to the Commission later. Commissioner Leary spoke about the 'Code of Boardmanship' that was provided by Attorney Reischmann at the work session today. He suggested that this be shared with the Ethics Board. There was a consensus for the Ethics Board to review this at their next meeting.

Commissioner Sprinkel voiced her preference of the 3rd choice (The Winter Park Chamber of Commerce Statement of Ethical and Civil Conduct Practices) and disagreed with the #1 choice. She asked who will be required to take this pledge and to make sure the pledge spells this out. Assistant City Manager del Valle stated that would be a policy decision of the Commission. She asked if this could be brought back in July since the Ethics Board is not meeting again in June. There was a consensus to bring this back to them sometime in July.

Commissioner Cooper addressed her preference of the #1 choice and expressed her concerns as to the lack of a definition of what civility is. She asked who will define civility, who will determine if a violation has occurred, who will be the enforcer, and what will be the consequence. She stated she would only be comfortable signing choice #1 because of the lack of a definition of civility and because of the absence of who will make the decision and what the consequence of the decision will be. Assistant City Manager del Valle stated this was a discussion at the Ethics Board meeting.

Commissioner Sprinkel expressed her concerns with the Politico website. She said there is a lot more to this than what you see and that they have taken everyone to task because they would not sign something they created which she did not agree to. Commissioner Cooper stated she has not at this point gone to their website to review what is there. Mayor Bradley stated that more debate on this issue would be prudent and helpful as we strive to find a good ground for this.

Consent Agenda

- a. Approve the minutes of 5/23/11.
- b. Approve the modification to the minutes of 5/9/11. **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**
- c. Approve the following purchases and contracts:
 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 - **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**

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 – **REMOVED FROM AGENDA AT BEGINNING OF MEETING. NO DISCUSSION.**
- 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 - **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**

Motion made by Commissioner Sprinkel to approve Consent Agenda Items a, c-1 through c-4, c-6 and c-7 and d (items b, c.5. and f. were pulled off the consent agenda for discussion); seconded by Commissioner Cooper and carried unanimously with a 4-0 vote.

Consent Agenda Item 'b': Approve the modification to the minutes of 5/9/11

Mayor Bradley pulled this item for discussion. He stated that they have been asked to modify the May 9 minutes and that after a review of the audio there was no audible vote. He explained that the minutes read there was a 4-1 vote and the only audible one heard by the City Clerk was one 'no' vote by Commissioner McMacken. He provided the options he believed they could consider: to allow a Commissioner to vote after the fact (but was not comfortable with a Commissioner voting after the fact on a motion when it was not clearly voted) and clarify their intent of the vote; or have the minutes showing a 3-1 vote with the Commissioner being silent. Attorney Reischmann was requested to provide legal counsel.

Commissioner Cooper stated a roll call vote was not taken. She stated the people at the meeting with her clearly understood that she was opposed to the motion to remove people from boards and if she was not audible she apologized but her vote was definitely a 'no'. She asked if they can call for a re-vote. Mayor Bradley stated a re-vote is out of order but that the question would be she did not vote 'yes' so the best way the minutes could be reflected is a 3-1 with a silent vote. Commissioner Cooper stated she wanted to register a 'no' vote as she has the right to vote 'no' which she said she voted and was sorry that her vote could not be heard.

Motion made by Mayor Bradley that the minutes of May 9, 2011 be reflected to have a 3-1 vote on the subject of the removal of Commissioners. Commissioner Cooper called for a point of order as they have asked for a legal opinion and that she wants to register a 'no' vote. Mayor Bradley stated that she will be given that opportunity after they take action on the minutes.

Motion made by Mayor Bradley that a 3-1 vote be represented into the minutes (with Commissioner Cooper being silent); seconded by Commissioner Leary. Commissioner

Leary clarified that they are voting to reflect in the minutes what was heard on the audio and that he agreed with that and was in agreement if they want to move forward with another action, they can do that. Commissioner Cooper stated she understood that if you were on the winning side of a vote which the recorded 'yes' vote would have been, she has a right to ask for a re-vote.

Mayor Bradley informed Commissioner Cooper that they are currently talking about the minutes that have been presented to them that were raised at the last meeting, they listened to the audio and the vote was not audible. He stated it is difficult to make a change after the fact but they are going to give Commissioner Cooper the right to say what she wants to say in a 'no' vote after they reflect the minutes based on what happened in the meeting. Commissioner Cooper said she did not believe that just because you cannot hear it on a recording constitutes the fact that she did not vote; everyone knew she was opposed to that action and she voted 'no'. Commissioner Leary stated they are only reflecting in the minutes what was heard and once that is done a secondary vote can be taken so her vote will be heard.

Attorney Reischmann stated that all actions should reflect the vote of all members and that the Commission has discretion in the preparation and approval of the minutes. He understood that the minutes were prepared to reflect a 4-1 vote and then the issue came forward whether the vote was a 3-2 vote. He clarified that the vote on this one issue is still pending and has not been approved by the Commission so the Commission can consider that portion after discussion. Mayor Bradley expressed concerns with reflecting in the minutes what was not heard. Commissioner Cooper again reiterated that she did in fact vote 'no.'

Motion withdrawn by Mayor Bradley.

Motion made by Mayor Bradley that the record reflect that at the time of the vote a 3-1 vote was heard and that Commissioner Cooper on both May 23 and June 13 states that she voted 'no' during that time; seconded by Commissioner Leary. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel voted yes. Commissioner Cooper voted no. The motion carried with a 3-1 vote.

Consent Agenda Item c.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

Commissioner Cooper pulled this item for discussion. She asked why there is a housing allowance of \$15,000 in the backup of the bid and if they are local. Utilities Director Dave Zusi explained that the firm is local but the person who is the expert in this type of construction management is not local. He confirmed that the housing allowance is necessary.

Motion made by Commissioner Sprinkel to approve the item, seconded by Commissioner Leary and carried unanimously with a 4-0 vote.

Consent Agenda Item 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

Mayor Bradley pulled this item for discussion. He asked why staff recommended six when the applicant was requesting 10. Planning Director Briggs responded that staff struggles with trying to help merchants and not have the clutter along the sidewalks and in front of stores. He stated that other merchants have survived with only three out front so in this context six seemed to be a more appropriate number to help the business. Mayor Bradley wanted to approve the request of the merchant for 10 because that is what they asked for and he did not know if we had anything in place that states we can only have a certain number. Mr. Briggs provided insight and stated that the applicant is in agreement with the staff's recommendation. Mayor Bradley expressed his preference to have a process in place that spells out a number so staff does not have to "bargain" for a number that appears to be correct in staff's perspective.

Motion made by Commissioner Cooper to approve staff's recommendation (six scooters); seconded by Commissioner Sprinkel and carried unanimously with a 4-0 vote.

Public comments

No public comments were made this evening.

A recess was taken from 5:03 to 5:20 p.m.

Action Items Requiring Discussion:

a. Official City flag objective and public participation process

Communications Director Howard explained their direction from the last meeting to come up with a City flag objective and a public participation process. She asked that the objective be approved that they have outlined in the packet, to approve the public participation process and to consider reversing the decision to raise the flag at the July 4 ceremony because they have not yet determined which flag will be the final flag and that it could possibly confuse residents and taint the artistic process as they move forward with the public participation process.

Commissioner Cooper asked that the Public Arts Advisory Board narrow the choices down to three to bring back to the Commission and to include staff's recommendation as an entry. She also suggested the possibility of the Arts Board bringing back three choices and to allow the citizens to vote on-line. Commissioner Leary commented he is supportive of the Arts Board but that this is also a communications vehicle and suggested that the Communications Department be represented on the recommendation that the top flags bring forward. He asked that students and artists in the community be added to the list and to open up the process to more individuals.

Mayor Bradley suggested that the form for submission include a caveat that says the submissions are considered property of the City and may or may not be considered for adoption. He deferred that to the City Attorney for the proper language. Commissioner Leary addressed his concerns about wanting citizen input but that he is concerned about the vehicle being used for the voting of approval. He wanted to make sure that everyone was able to actively participate in the voting.

Communications Director Howard recommended that the Public Arts Advisory Board be involved in the process. It was clarified that this will be opened up the entry to anyone in the entire community with no restrictions and that the City staff submission be considered as one of the choices.

Motion made by Commissioner Leary to approve the recommendations and to include the Public Arts Advisory Board and staff in the selection process, seconded by Commissioner Sprinkel and carried unanimously with a 4-0 vote.

Public Hearings

- a. ORDINANCE NO. 2843-11: 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. Second Reading

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

Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Mayor Bradley.

Motion amended by Commissioner Leary to amend the residency requirements (page 6, Section 2, r. that says: “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.”) – to leave the language in until it says “the Mayor” and amend it to say “the Mayor shall show preference to residents of the City of Winter Park when making appointments to City Boards”; seconded by Mayor Bradley. He explained the instance of the EDAB Board that the Chamber of Commerce Presidents currently is appointed to the board but is a non-resident of Winter Park and the way this is currently written, he would not be allowed to serve on the board.

Commissioner Cooper spoke about their prior discussions regarding residency requirements and removal for cause. She stated at that time she was trying to obtain firm residency requirements on all boards and that the Mayor indicated at that time they could talk about certain boards. She addressed the need for the quasi-judicial boards to only include Winter Park residents. Further discussion ensued.

Motion amended by Commissioner Cooper that on page 9 CRA members shall be residents of the City of Winter Park. Motion failed for lack of a second.

Motion amended by Commissioner Cooper that on page 11 that the Winter Park Chamber of Commerce President be invited to serve on the Economic Development Advisory Board; seconded by Commissioner Sprinkel.

Motion amended by Commissioner Cooper that on page 12 under the Ethics Advisory Board that language be added similar to the authority afforded the Economic

Development Advisory Board that the Ethics Board has the authority to establish other areas of interest that it deems relevant. Motion failed for lack of a second.

Motion amended by Commissioner Cooper that on page 12, Historic Preservation Board, under membership – that members of this board be residents of the City of Winter Park. Motion failed for lack of a second.

Motion amended by Commissioner Cooper that on page 15 under the Lakes and Waterways Board, also a quasi-judicial board, that the members of this board be residents of the City of Winter Park. Motion failed for lack of a second.

Motion amended by Commissioner Cooper that on page 16 under the Parks and Recreation Advisory Board serving quasi-judicial board, relative to fee waivers, I would request that members of this board shall be residents of the City of Winter Park. The motion failed for lack of a second.

Motion amended by Commissioner Cooper that on page 17, Planning and Zoning Board, that members of this Board shall be residents of the City of Winter Park. The motion failed for lack of a second.

Motion amended by Commissioner Cooper that on page 19, under the Tree Preservation Board, also a quasi-judicial board, that the members of this board be residents of the City of Winter Park. The motion failed for lack of a second.

Motion amended by Commissioner Cooper that on page 2, Item b. at the top, to strike the statement, the last part of the sentence after “Unless the City Charter or state law requires a different number of members, each board shall have seven members and one alternate” I would like to put a period there and delete the last part of that sentence (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:”); seconded by Commissioner Leary for discussion.

Commissioner Cooper stated she wanted to leave all the boards at their existing number because anything other than that allows the Commission to appoint an inordinate unbalanced number of members. She stated that when they started this discussion, their objective was consistency. She addressed speaking with prior Commissioners who informed her their objective when they started discussing this was to reduce the size of the boards, sunseting unnecessary boards, making it clear that the boards had to work toward the objectives in our strategic plan and to clarify their responsibilities. She stated her preference of the board size for quasi-judicial boards to be five but if not, she preferred that all boards be consistent across the board with seven members.

Mayor Bradley disagreed and stated that some boards have additional members and there was no reason to take those back. He believed that this was a compromise because not taking people off boards but bringing all boards up to a consistent level was the consistency he was striving for. He agreed that seven was a good number as well as the alternate. Mayor Bradley stated that the alternates will advance if you take the overall ordinance action.

Commissioner Sprinkel addressed the importance of providing all citizens the opportunity to participate on the boards which is why she is in favor of increasing the members to seven. Commissioner Cooper commented that we are unnecessarily increasing the board sizes and the only result of that is undue influence.

Patrick Chapin, President of the Winter Park Chamber of Commerce, agreed with Commissioner Leary's comment regarding preference of residency and pointed out that there may be other business leaders besides the Chamber that could be appointed to boards.

Upon a roll call vote, of the amendment by Commissioner Leary to: amend the residency requirements (page 6, Section 2, r. that says: "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.") – to leave the language in until it says "the Mayor" and amend it to say "the Mayor shall show preference to residents of the City of Winter Park when making appointments to City Boards". Mayor Bradley and Commissioners Leary, Sprinkel and Cooper voted yes. The motion carried unanimously with a 4-0 vote.

Upon a roll call vote on the amendment that: on page 11 that the Winter Park Chamber of Commerce President be invited to serve on the Economic Development Advisory Board; Mayor Bradley and Commissioners Leary, Sprinkel and Cooper voted yes. The motion carried unanimously with a 4-0 vote.

Upon a roll call vote on the amendment that: on page 2, Item b. to strike the statement, the last part of the sentence after "Unless the City Charter or state law requires a different number of members, each board shall have seven members and one alternate" I would like to put a period there and delete the last part of that sentence (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:"); the motion failed with a 4-0 vote.

Upon a roll call vote of the main motion to adopt the ordinance as amended (with the two amendments), Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioner Cooper voted no. The motion carried with a 3-1 vote. Commissioner McMacken was absent.

- b. Request of Winter Park Redevelopment Agency LTD for property at 400 West New England Avenue (Quasi-Judicial hearing):

ORDINANCE NO. 2844-11: 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. Second Reading

Attorney Reischmann read the ordinance by title.

Motion made by Commissioner Cooper to adopt the ordinance; seconded by Commissioner Sprinkel. No public comments were made.

Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and Cooper voted yes. The motion carried unanimously with a 4-0 vote. Commissioner McMacken was absent.

c. Request of Backworks, Inc.: (Quasi-Judicial hearing)

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. First Reading

Mayor Bradley explained that this request impacts a physician's office that is an employee of his employer so he has recused himself from voting on this issue (conflict of interest). Form 8B is made part of this record.

Attorney Reischmann read the ordinance by title. Planning Director Jeff Briggs explained the request to construct a free standing new 3,000 square foot single story medical building for the Backworks Orlando Neurosurgery Group. He stated that the Planning and Zoning Commission provided a positive recommendation for approval of the zoning conditioned that a development agreement incorporate the representations of the applicant and the waiver granted by the City. He presented the development agreement for the Mayor's signature and stated that it incorporates the three P&Z conditions. Questions were answered by Mr. Briggs.

Motion made by Commissioner Cooper to accept the ordinance on first reading with insured incorporation of Planning and Zoning's comments on page 133 (of the packet); seconded by Commissioner Leary. Upon a roll call vote, Commissioners Leary, Sprinkel and Cooper voted yes. The motion carried unanimously with a 3-0 vote. Commissioner McMacken was absent. Mayor Bradley abstained from voting.

d. 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

Attorney Reischmann read the resolution by title. Commissioner Cooper spoke about the start date of September 2011 and the completion date of December 2011 of the grant award process and executive grant agreement completion. She addressed the previous discussion that there are minor differences between the commuter rail configuration of the platform and the Amtrak and since the schedule contemplates the beginning of September and we are supposed to get a decision on commuter rail from Governor Scott in July, she questioned the need for approval of this now. She stated that she preferred to wait to sign the resolution until the end of July when the decision is made by the Governor relative to whether we are configuring an Amtrak or a commuter rail station.

City Manager Knight reminded everyone that this is entirely separate from whether or not there is a commuter rail station. He stated we still want to obtain this grant to rebuild the Amtrak building. He stated we do not have to pay the grant back if commuter rail goes away. Assistant Public Works Director Don Marcotte addressed the importance to move forward with the grant process to obtain the \$950,000 and stressed that this is a separate issue apart from commuter rail. He stated all they are asking for at this time is approval of the JPA which starts the process to obtain the \$950,000.

Commissioner Cooper asked what the difference is now in the platform and the design between commuter rail and Amtrak. Mr. Marcotte stated they are raising it to a certain level to accommodate wheelchairs and that is the only change they need to make. He stated it has been confirmed more than once that this money can be used for the Amtrak station if SunRail does not happen.

Commissioner Cooper spoke about the sentence in the JPA: "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." She asked if they are discussing moving it. Mr. Marcotte responded that we are going through some iterations with the architects in a more logical configuration which would keep Amtrak in operation and build a new station adjacent to it shifted to the south. He stated that will be brought back to the Commission. There was discussion regarding the ordinance in place that structures will not be built in Central Park and whether or not moving the station 100' feet constitutes a violation of the ordinance.

City Manager Knight stated he believed the citizens will prefer what they are proposing and that the design of the station will be coming back for their approval. Mr. Marcotte reminded the Commission that the Commission has already approved the architectural style of the canopies that the building will match which has not changed from what was approved. Mayor Bradley reminded everyone that the design of the building will come back to the Commission for approval and at that time the citizens can voice their concerns if they have any. Commissioner Cooper commented that there was a lot of discussion and public presentation regarding the canopies and the design of the station. She stated if they have moved away from that, she wanted to know for sure and asked for copies of the current status of the design of the commuter rail station. Mayor Bradley clarified they are discussing the Amtrak station; not the commuter rail station.

Motion made by Commissioner Sprinkel to adopt the resolution (approve the Joint Participation Agreement); seconded by Commissioner Leary.

Mr. Marcotte at this time stated that the plans that Commissioner Cooper is referring have been on the website for 2 or 3 years and is the same plan. Mayor Bradley clarified that they have not yet been approved by the Commission.

Joe Terranova, 700 Melrose Avenue, addressed following this project and that it needs to be approved.

Commissioner Cooper reiterated her need to obtain a good understanding of what would be the impact to getting this done if we did not submit this document until end of July and why it is imperative that this be done before hearing from the Governor regarding commuter rail. Mr.

Marcotte stated it needs to be executed by September in order to use the funding by 2013 and if that slips he did not know that they would be in line for that funding. Commissioner Leary asked Commissioner Cooper what her hesitancy is on this. She responded that it is a design issue and what they are putting out there and if it is an Amtrak station or an Amtrak/SunRail station. Mayor Bradley again clarified the resolution states it is an Amtrak station.

Commissioner Sprinkel responded this is not about the design but is about the agreement and that they need to approve the agreement so they can move forward with obtaining the funding as the design will come back to them for approval at a later time. Commissioner Cooper also commented that if you review the letter from Congressman Mica this money for the Amtrak station is also on the same letter and that is her concern that there is no issue with us having to pay money back to the Federal Government. Commissioner Leary stated staff has said there is no issue with that. Commissioner Cooper stated there isn't but we would know for sure in July and that is the difference. Mayor Bradley stated he believed Congressman Mica's word is pretty solid on this.

Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioner Cooper voted no. The motion carried with a 3-1 vote. Commissioner McMacken was absent.

- e. 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. First Reading

Attorney Reischmann read the ordinance by title. Finance Director Wes Hamil explained the request for the \$1,750,000 for the purpose of financing improvements to the air conditioning and lighting systems in City facilities.

Motion made by Commissioner Leary to accept the ordinance on first reading (the lease purchase agreement); seconded by Commissioner Sprinkel. No public comments were made. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and Cooper voted yes. The motion carried unanimously with a 4-0 vote. Commissioner McMacken was absent.

Commissioner Reports:

- a. Commissioner Leary

Commissioner Leary asked to discuss the work session held earlier today but since it was called by Commissioner Sprinkel, he asked for her to have preference on the discussion.

- b. Commissioner Sprinkel

1. Commissioner Sprinkel reported that she attended the Institute of Elected Municipal Officials and provided some highlights from the institute.

2. Commissioner Sprinkel addressed the police department's presentation this evening that used data to make decisions that impact them and that she was very impressed by the information provided. She commented that she wanted to do something to recognize and award our people that deserve recognition for various reasons.

3. Commissioner Sprinkel spoke about the work session held today and that she appreciated who was able to attend. She stated she missed Commissioner Cooper because one of the reasons for the work session was because of some concerns that have come out as a result of some of the written material that has been sent out. She commented about putting them at risk of violations of the Sunshine Law when this is done. She stated she always receives the publication sent out by Commissioner Cooper and when she receives it, it puts her at risk of Sunshine so she cannot respond back to it because that is not appropriate. She stated she was hoping to reach a common ground on how they go forward with communicating with their constituents.

Commissioner Sprinkel stated she wants to see them stand together as a unit and be united in how they move forward which she believed they can do. She also wanted to see them use some of the same information so that one person is not paraphrasing the same thing for someone else. She stated she did not think they could do that if they all worked separately. She stated she would never stifle anyone's creativity or ability for free speech but if there are things from the Commission's standpoint that they can do together we believed that would help them move forward in this community and not be divisive. She expressed concerns with inaccurate information being provided to residents. She stated we received information from our attorney that may be helpful and if the Commission could acknowledge that this may be a good goal to move forward, some of the civility discussions they have might not be so harsh to try and implement if everyone is working on the same goal. She said she was sorry that Commissioner Cooper was not in attendance because that was the reason for the work session because she gets inundated with people who ask her why they do what they do when she did not do those things.

Commissioner Leary stated that Commissioner Cooper spends a lot of time on the publication and appreciates her commitment to providing a position to the people but expressed concerns with liability issues and Sunshine violations. He stated he also receives the emails and then he receives questions from citizens from those emails. He stated if he responds back to them and that gets back to Commissioner Cooper, this could be an indirect communication between two Commissioners so he is not going to put himself out there and risk a violation. He expressed concerns that those citizens forwarding her email to him is not getting a proper response from him because he is not responding. Secondly, there are legal implications regarding some of the positions (specifically as it relates to quasi-judicial manners before them) which worries him. He stated he wants to figure out a way for Commissioner Cooper to get her message out to those that wish to hear it without putting himself and all of them in jeopardy. He stated he only wants to make sure they are all covered.

c. Commissioner Cooper

Commissioner Cooper stated she appreciates the concern for her and whether she is violating the Sunshine Law but she is extremely cautious not to violate the law and do not expect responses from the Commission. She stated she does not send these communications to the Commission but sends them to the people who voted for her and she will continue to do that as

she is a representative of the people of Winter Park. She stated she will be cautious and recommended that they also be cautious and not respond to her if that is a problem for them. She stated if anyone believes she has said something that is a misrepresentation of the facts to let the City Manager know who will inform her and she will correct anything that is wrong because she works very hard to get the facts correct.

d. Mayor Bradley

1. Mayor Bradley commented as the Governor is ready to contemplate a SunRail decision there are requests and questions whereby there may be potential public forums within the four County areas. He wanted everyone to be aware of this coming up and did not know the format that this will take or the location(s). He stated this will be communicated to the public if this happens and how it will happen.

2. Mayor Bradley addressed the importance that accuracy of all communication is critical and they all need to work on two way communication. He stated it is wonderful when Commissioners communicate with the citizens that elected them and when they as a collective body hear from all the citizens. He stated he wants to do more to increase participation in our meetings and that his goal is to communicate with all the citizens in the City whether or not they helped to elect them.

The meeting adjourned at 6:27 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	June 27, 2011
prepared by department 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.	City of Orlando	After-the-Fact PO 144784 for April 2011 Sanitary Sewer Charges	Total expenditure included in approved FY11 budget. Amount: \$185,146.62	Commission approve After-the-Fact Purchases Order 144784 to City of Orlando for payment of April 2011 sanitary sewer charges
Payment includes all Operations & Maintenance fees for April 2011. The invoice is due by June 8, therefore it necessitated processing prior to the June 27, 2011 Commission meeting.				
2.	City of Altamonte Springs	Blanket Purchase Order for Wholesale Sewer Treatment	Total expenditure included in approved FY11 budget. Amount: \$125,000	Commission approve Blanket Purchase Order to the City of Altamonte Springs for wholesale sewer treatment
The City is locked into a three year rate for wholesale sewer treatment with the City of Altamonte Springs through fiscal year 2012. This Blanket Purchase Order will expire on September 30, 2011.				
3.	City of Orlando	Blanket Purchase Order for Sanitary Sewer	Total expenditure included in approved FY11 budget. Amount: \$1,165,000	Commission approve Blanket Purchase Order to the City of Orlando for sanitary sewer charges
This Blanket Purchase Order will expire September 30, 2011.				
4.	City of Orlando	Blanket Purchase Order for Costs Associated with the Improvements at the Iron Bridge Regional Water Reclamation Facility	Total expenditure included in approved FY11 budget. Amount: \$2,270,000	Commission approve Blanket Purchase Order to the City of Orlando for improvements at the Iron Bridge Regional Water Reclamation Facility
Per Amendment VII of the Intergovernmental Agreement with the City of Orlando. This Blanket Purchase Order will expire September 30, 2011.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
5.	Heart Utilities, Inc.	Temporary extension of IFB-1-2008 Underground Electrical Construction Services	Total expenditure is included in approved FY11 budget. Amount: \$400,000	Commission approve a temporary extension of IFB-1-2008 Underground Electrical Construction Services with Heart Utilities, Inc. through September 30, 2011 and authorize the Mayor to execute the Agreement for Temporary Extension

The City utilized a competitive solicitation process to award this contract. The contract was awarded by the City Commission on January 14, 2008. The current contract term expires on July 14, 2011. This temporary extension will provide sufficient time to complete the competitive bidding process. Contract has agreed to a temporary extension through September 30, 2011 with the same terms, conditions and prices.				
6.	Burford's Tree Surgeons, Inc.	Temporary extension of RFP-9-2007 Tree Trimming of Electric Utility Lines	Total expenditure is included in approved FY11 budget. Amount: \$135,000	Commission approve a temporary extension of RFP-9-2007 Tree Trimming of Electric Utility Lines with Burford's Tree Surgeons through September 30, 2011 and authorize the Mayor to execute the Agreement for Temporary Extension
The City utilized a competitive solicitation process to award this contract. The contract was awarded by the City Commission on March 26, 2007. The current contract term expires on July 9, 2011. This temporary extension will provide sufficient time to complete the competitive bidding process. Contract has agreed to a temporary extension through September 30, 2011 with the same terms, conditions and prices.				

Piggyback contracts

	vendor	item background	fiscal impact	motion recommendation
7.	Awarded Contractors as Identified by the Department of Management Services	Piggyback contract for Food Grade Ice for Emergency Operations	No expense to the City unless emergency operations are required	Commission approve piggybacking the State of Florida contract 390-350-07-1 for Food Grade Ice for Emergency Operations and authorize the Mayor to execute the Piggyback Contracts
The Department of Management Services utilized a competitive bidding process to award this contract. The contract was awarded to five (5) firms, each having an active contract through August 2, 2012.				
8.	Awarded Contractors as Identified by the Department of Management Services	Piggyback contract for Potable Water for Emergency Operations	No expense to the City unless emergency operations are required	Commission approve piggybacking the State of Florida contract 390-910-07-1 for Potable Water for Emergency Operations and authorize the Mayor to execute the Piggyback Contracts
The Department of Management Services utilized a competitive bidding process to award this contract. The contract was awarded to two (2) firms, each having an active contract through August 2, 2012.				
9.	Awarded Contractors as Identified by Orange County	Piggyback contract for Purchase of Motor Fuels	Total expenditure is included in approved FY11 budget	Commission approve piggybacking Orange County contract Y11-1014 for Motor Fuels and authorize the Mayor to execute the Piggyback Contracts
Orange County utilized a competitive bidding process to award this contract. The contract was awarded to three (3) firms, each having an active contract through June 6, 2012. The City will utilize whichever contractor has the most advantageous pricing for the fuel type required.				



city commission agenda item

item type	Consent Agenda	meeting date	June 27, 2011
prepared by department division	Peter Moore Economic Development/CRA	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	CRA Advisory Board – 5/26/11 CRA Agency Board - TBD	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

subject

Winter in the Park Holiday Ice Rink Contract with Magic Ice USA

motion | recommendation

Approval of the rental agreement and management contract as attached.

background

Following the survey efforts of America's Research Group which indicated a desire for more "family friendly" events in the downtown area, the Winter in the Park Ice Rink event was developed.

For two years the CRA of Winter Park has funded this event which provides residents and visitors a vibrant and unique opportunity to visit and shop in Winter Park's downtown core during the crucial holiday season. Last year's event brought in over 13,000 skaters, a 30% increase over the prior year and resulted in over a quarter million dollars in spending in downtown shops and restaurants.

Skater and Merchant surveys were completed as part of the event and provided valuable feedback as to the quality of the event, demographics of the participants, and impact on downtown businesses. Overwhelmingly visitor and merchant surveys support the continued tradition of the Winter in the Park event. (Presentation material summarizing the proposed event is attached.)

Staff is proposing to start the event November 19, 2011 and end on January 8, 2012 and the event will be managed by Magic Ice USA the operator for the last two years. This year's contract is almost identical to prior years' with the exception of some favorable changes to rental pricing, concession revenues, and employee cost share.

Staff is currently raising major sponsorship donations. As of the date of writing this item, over 75% of last year's major sponsor revenue has already been raised (FL Hospital and Rollins College) and it is likely that last year's total major sponsorship revenue will be exceeded by ongoing conversations with other potential sponsors. Local Channel 6 and last year's other media sponsors are also committed to continuing with the event and the office is already receiving calls from local businesses looking to book the event for private parties.

alternatives | other considerations

Decline the contract and cancel the event.

fiscal impact

The event is being paid for by the CRA, will require \$180,000 in forward funding, and is anticipated to break even based on historical growth in sales and major sponsor revenue. A calculation of estimated expenditures and revenue scenarios is attached for review (see presentation and expenditure revenue analysis).

long-term impact

N/A – One year contract.

strategic objective

Quality economic development.

**WINTER PARK HOLIDAY ON ICE
EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT**

THIS EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2011 by and between **Magic Ice USA, Inc.**, a Florida corporation ("Magic") whose address is 10364 SW 128 Terrace, Miami, Florida 33176, and the **City of Winter Park**, a Florida municipal corporation ("City") whose address is 401 Park Avenue South, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the City desires to install a tented ice rink in Central Park for the Winter Holiday Season; and

WHEREAS, Magic represents and warrants that it has the expertise and ability to install, and remove a temporary ice skating rink and to safely and reasonably operate and maintain the temporary ice skating rink under the terms and conditions stated herein; and

THEREFORE, in consideration of the mutual promises and benefits contained herein, the adequacy and receipt of which is acknowledged by both parties to this Agreement, Magic and City agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby expressly incorporated into this Agreement.
2. **Scope of Services – Generally Provided by Magic.**
 - a. Magic shall provide to City all of the Equipment and personnel that are necessary to install, maintain, operate, manage, and remove a temporary tented ice skating rink in the West Meadow of Central Park located on New York Avenue, as more specifically described hereunder. Said rink shall be operated during the holiday season from November 19, 2011 through January 8, 2012. The rink management services shall be as provided on **Exhibit "A,"** which is attached hereto and incorporated herein by this reference.
 - b. Magic shall take sole and absolute responsibility of managing, operating, and maintaining the ice rink on a daily basis and will provide general liability insurance coverage, as more specifically provided herein, to protect against any damages and indemnification claims arising out of, or related to the managing, maintenance and operation of the ice skating rink.
3. **Equipment Provided by Magic.** The ice Equipment rental which shall be provided by Magic under this Agreement shall include, but not be limited to:
 - a. A 54'x76' ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.

- b. 200 horsepower air-cooled refrigeration system and pump; suitable for making ice.
- c. Ice maintenance tools.
- d. Insulation and/or vapor barriers.
- e. Module dasher board and railing system.
- f. Secondary refrigerant cooling liquid.
- g. Ice painting equipment and supplies.
- h. A minimum of 300 pairs of rental skates of various sizes.
- i. 500 square feet of rubber flooring.
- j. Transformer to convert from 480 volt/250 amp to 208 volt/1000 amp.

(collectively "Equipment"). City acknowledges the Equipment being leased pursuant to this Agreement may be used Equipment. However, at all times, Magic represents and warrants that the Equipment shall be in good working order and shall operate and perform for its intended purpose.

4. **Additional Services Provided by Magic.** Magic will also provide the following services:

- a. Except as otherwise provided herein, all tools, supplies and Equipment necessary for installation and removal of the Equipment.
- b. Magic shall provide training to any employees or contractors hired to maintain and operate the ice rink.
- c. All transportation and freight to and from installation site.
- d. Professional installation supervisor.
- e. Professional refrigeration technician at installation and as needed to make any repairs.
- f. Laborers to assist with installation and removal, which is estimated to take approximately six (6) days for installation and six (6) days for removal.
- g. Travel expenses for all out-of-town professional personnel for installation and removal.
- h. Day-to-day professional management of the ice rink.
- i. Day-to-day operating personnel.

5. **Items Provided by City.** City, at City's expense, is required to provide the following at site prior to installation of the Equipment;

- a. Connection to a power source to achieve continuous three-phase, 208-volt, 1000 amp, electric capacity for connection to refrigeration system.
- b. Access to 110-volt power for tools etc.
- c. Electrician at site during installation to make all electrical connections to refrigeration unit.
- d. Refrigeration system designated location in the closest position to the rink possible; however, no more than 50 feet from the rink.
- e. Protection of the hoses from the rink to the refrigeration unit via wood frame enclosure or other protection reasonably acceptable to Magic.
- f. Graphic or cosmetic enhancement of the ice skating rink, if desired.
- g. A wood-frame cover and trim boards over the header manifold along one end of the rink in order to protect header manifold.

- h. All equipment needed to unload, position, and load Equipment at site, including without limitation a 5,000 lb capacity forklift on site during installation and removal periods, an operator for the same (if required by union agreement) and any other equipment reasonably required by Magic.
- i. Access to the site suitable for use by tractor and trailer in order to install and remove equipment.
- j. Adjacent parking for technicians and supervisors during installation and removal periods.
- k. Water supply adjacent to the site.
- l. Safety equipment to include without limitation first aide, traffic cones, and barricades as needed.
- m. Any local permits and licenses required to install and/or operate the facilities.
- n. Ticket and skating booth, if desired.
- o. Any and all warming or convenience tents, if desired.
- p. All appropriate signage.
- q. All appropriate adjacent amenities to complete the facility including without limitations skate change deck, benches, rubber floor coverings in addition to what Magic provides (if necessary), outdoor carpeting, containment around rink facilities via picket fences, etc.
- r. Ambient lighting, special effects lighting, if desired, sound system, public address system.
- s. Operational items, which include but are not limited to first aid kit, cash control, janitorial, etc.
- t. Security for skates and all other equipment on site.
- u. City shall provide manpower, as specified in this Agreement, for unloading Equipment, positioning Equipment at site and loading Equipment for removal; and for providing all equipment necessary to accomplish the same.
- v. A laser leveled site on which to install the ice rink, via sandbox or platform.

6. **Term; Installation; Hours of Operation.** The term of the rental is from November 13, 2011 to January 14, 2012, which includes an anticipated period of six (6) days for installation and six (6) days for removal. Hours during which installation and removal of equipment may occur will be restricted to 8 a.m. to 9 p.m. to reduce neighborhood disturbances. Operational days shall be November 19, 2011 through January 8, 2012. Unless otherwise mutually agreeable between the parties in writing, the ice rink will be open to the public from 3 p.m. to 9 p.m., Monday through Thursday; 3 p.m. to 10 p.m. on Friday; 10 a.m. to 10 p.m., on Saturday; and 12 p.m. to 8 p.m. on Sundays. Use of the ice rink will be scheduled to coincide with City sponsored special events occurring in Central Park and on Park Avenue including, but not limited to, tree lighting and holiday parade. Additional hours may also be scheduled to accommodate special rentals and private parties and events, as well as extended skating hours during school holidays. While Magic will use reasonable efforts to install and remove within the time period above-stated, unforeseen problems and mechanical difficulties may delay the actual times of installation. Magic represents and warrants that they will

attempt to correct all delays as quickly as possible; however, Magic will not be liable for any damages for delay in installation and removal. Furthermore, during the period of actual operation of the ice skating rink, temperature and humidity may affect the condition of the ice and mechanical problems may affect the Equipment and usability of the rink. Magic will diligently repair said conditions and cure such problems as quickly as possible; however, Magic is not liable for delays or for periods of time in which the rink is not suitable for skating due to weather or mechanical problems. However, in the event the rink is not suitable for skating on any particular day due to Magic's negligence, Magic agrees that the rental term shall be extended one day for each day that the rink is not suitable for skating at no additional cost to the City, provided the rental terms shall not be extended by more than three additional days unless mutually agreed to by the parties in writing.

7. **Responsibility for Equipment; Repairs.**

- a. Magic shall be responsible for the Equipment at all times during the term of this Agreement, except if the Equipment must be repaired due to the negligence of or misuse by City or City's employees. As such, Magic is responsible to repair the Equipment on an as needed basis unless the repair is necessary due to a cause for which City is responsible, in which event, Magic may seek reimbursement from the City for any incurred charges to repair the Equipment.
- b. City further understands that in the event repair to Equipment is needed, that Magic would be sending repair technicians from a different location, which can cause additional delay. To the extent that Equipment repairs are needed because of the misuse of the Equipment by the City or due to the negligence of the City, the City will be responsible to provide lodging at a clean, medium priced hotel in close proximity to the rink site for technicians during repair periods, provided an overnight stay is necessary in the Winter Park area to timely accomplish the repairs. However, in the event that repairs are necessary because of equipment malfunction or improper performance that is due to circumstances not caused by City, its employees, agents, representatives, customers or the public, or that are the result of equipment defects or non-maintenance related failures, Magic shall be responsible for lodging of its repair technicians.

8. **Removal of Equipment.** Removal of the Equipment shall be completed no later than ten (10) days following the conclusion of the rental period set forth in paragraph 6. Both parties will make every good faith effort to facilitate the removal of equipment in a timely manner.

9. **Compensation.** For the Equipment and personnel provided by Magic that are necessary to install, maintain, operate, manage, and remove the temporary tented ice skating pursuant to this Agreement, City shall compensate Magic a total of \$84,750.00, together with all applicable sales use and other taxes (if any), payable on progressive installment payment terms as follows:

- a. Upon delivery of a proper invoice to the City by Magic, 95% of the Equipment rental and management services charges (\$80,512.50) shall be due and payable at such time the Equipment has been delivered to the ice rink site. Magic will use its best efforts and endeavor to deliver the Equipment on or about November 14, 2011.
- b. The remaining 5% of the Equipment rental and management services charges (\$4,237.50) shall be due and payable in full upon Magic completing performance under this Agreement and completely removing all the Equipment after the rental term has been completed. If Magic fails to complete performance under this Agreement, the remaining payment shall be prorated based on the actual services provided by Magic, subject to any deduction for Equipment removal costs. In addition, if non-performance includes Magic's failure to complete the removal of the Equipment in accordance with the terms of this Agreement, the City may, at its sole discretion and after prior written notice to Magic, use the remaining funds to remove and store the Equipment until such time Magic retrieves the Equipment from the City. However, under no circumstances shall this paragraph be construed as requiring the City to remove and store the Equipment or come out-of-pocket to remove and store the Equipment.
- c. If at the conclusion of the term of this Agreement, the City determines that it has earned a net profit from the operation of the ice skating rink, with revenues collected by the City exceeding all City expenses including, but not limited to, rental fees, grass replacement, structure and facility rental, overhead, decorating, labor and applicable sales taxes, the City agrees to pay Magic one hundred percent (100%) of the City's net profit up to a maximum amount of \$4,000. All net profits earned by the City which exceed \$4,000 shall be retained by the City.
- d. The personnel costs for the day-to-day operation of the temporary ice rink, other than the on-site Manager and any employees or employee time dedicated to the operations of the concession area, shall be paid by the City. Magic shall pay the personnel costs and subsequently invoice the City on a bi-weekly basis for the actual costs plus payroll processing costs. The payroll costs shall be reasonable in the local employment market and subject to the express prior approval of the City. Said approval shall not be unreasonably withheld by the City.
- e. No other compensation shall be paid to Magic by City other than the amount stated in this paragraph.
- f. All monies that are required to be paid under this Agreement to Magic are payable to Magic Ice USA, Inc. by check at 10364 SW 128 Terrace, Miami, FL 33176.

10. **Use of Equipment.** The parties agree that they will not use, operate, maintain, or store the Equipment improperly, carelessly or in violation of any applicable law or regulation or for any purpose other than for the operation of an ice skating rink on the site designated in this Agreement.
11. **Relocation or Removal of Equipment.** Except as provided in Paragraph 9b, City shall not relocate or remove the Equipment without the consent of Magic, which consent may be withheld for any or no reason. However, in the event of emergency, City shall have the right to relocate or remove the Equipment pursuant to its inherent police powers under Chapter 166, Florida Statutes.
12. **Sublease or Alteration of Equipment Prohibited.** City shall not sublease the Equipment, permit the use of the Equipment by any one other than City, alter or modify Equipment, place any accessories on the Equipment except as authorized hereunder, assign its rights or obligations under this Agreement, or change the use or location of the Equipment without the prior written consent of the Magic, which consent may be withheld for any or no reason.
13. **Magic's Right of Entry.** Magic shall have the right to enter the site occupied by the Equipment and inspect and repair the Equipment with reasonable notice to the City to the extent required to ensure that the Equipment is operating as intended under this Agreement.
14. **Loss or Damage of Equipment Due to City.** City shall be liable to Magic for all loss and damage to the Equipment, at its actual cash value, only to the extent that any loss or damage is attributable to the negligence or willful acts or omissions of City, its employees, agents or representatives.
15. **Indemnity and Hold Harmless.** To the extent permitted by Florida law, each party shall indemnify, defend and hold the other party, including their respective employees, officers, and contractors, harmless against and from any and all claims, lawsuits, losses, damages, injuries (including death), attorney's fees, expenses, liabilities or penalties which arise from, and out of, the negligent or willful acts or omissions of their own employees, officers or contractors and their respective performance under this Agreement.
16. **Insurance Requirement – Magic.** Magic agrees, at its own expense, to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than one million dollars (\$1,000,000.00), one million dollars (\$1,000,000.00) per occurrence, insuring against any and all liability arising out of the operation and use of the Equipment and/or property on which the Equipment is located. Said insurance shall be written on an occurrence basis, with an insurance company duly licensed in Florida and acceptable to City. City shall be named as an additional insured on the policy of insurance. The policy shall contain an endorsement that it cannot be cancelled without providing City at least ten days prior notice of cancellation. Magic shall provide City evidence of insurance prior to shipment of Equipment. A breach of Magic's obligation to

furnish insurance pursuant to this Agreement is a material breach of this Agreement.

17. **Insurance Requirement – City.** City shall also provide property insurance insuring the Equipment against loss or damage from fire, theft, vandalism, malicious mischief, and other risks of loss, customarily insured against in such policies. Said policies shall be for actual cash value and written on an occurrence basis with an insurance company duly licensed in Florida and acceptable to Magic. Magic shall be named as both a loss payee and an additional insured on such policy. City shall provide Magic evidence of insurance prior to shipment of Equipment. A breach of City's obligation to furnish insurance pursuant to this Agreement is a material breach entitling Magic to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement are considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
18. **Site Topography.** Magic acknowledges that it is familiar with the topography of the proposed site set forth in this Agreement, that it has inspected said site, and that it represents and warrants, based on its past experiences, that the site is suitable for installing and operating the tented ice rink required hereunder.
19. **Taxes.** To the extent that City is not exempt, City shall pay all sales and use tax, personal property taxes, license fees, registration fees, which may now or hereinafter be imposed upon the possession, lease or use of the Equipment for the term of this Agreement.
20. **Title to Equipment.** Title to and ownership of the Equipment is and shall at all times remain with Magic and City shall have no right, title or interest therein or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement.
21. **City Responsibilities Regarding Equipment.**
 - a. City shall not remove or deface any of the Equipment nor remove any marking or serial number on the Equipment. However, it is understood that City shall be permitted to install sponsorship dasher boards.
 - b. City shall keep the Equipment free and clear of all levies, liens, security interests and encumbrance of any nature or kind and shall promptly remove the same. Failure to take immediate steps to remove any such levy, liens, security interests or encumbrance, shall constitute a material breach of this Agreement giving the Magic the right to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement shall be considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full

22. **Non-compete.** The Parties acknowledge that:
- a. This Agreement is for City's legitimate business and proprietary interests of operating a temporary ice-skating rink.
 - b. To protect City's legitimate business and proprietary interests, Magic agrees that it will not provide the same or similar temporary ice rink services to any other governmental or private entity, within an eight (8) mile radius from the outer perimeter of the ice skating rink site, without the prior express, written approval of City.
 - c. The term of this non-compete agreement shall coincide with the term of this Agreement, and any subsequent options to renew this Agreement.
 - d. Should City exercise one or more of the options to renew this Agreement as set forth in Paragraph 23, such renewal shall not constitute an extension of this non-compete provision, but instead shall constitute a re-negotiated new and separate non-compete provision for the term of each particular exercised option to renew.
23. **Renewal Option.** The City shall, at its discretion, have the right to exercise three (3) options to renew this Agreement under the same terms by providing written notice to Magic; except, however, the operational dates set forth in paragraph 6 will be adjusted to reflect the upcoming Thanksgiving and New Years Day holiday. Said renewal notice shall be provided by the City no later than May 31st following the previous year's performance by Magic and shall set forth date adjustments for the upcoming holiday.
24. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. As such, City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.
25. **Force Majeure.** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; terrorism, explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay

is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for thirty (30) days, either party may terminate this Agreement.

26. **Public Records.** Magic agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with the funds expended under the terms of this Agreement are considered public records pursuant to Chapter 119, Florida Statutes and Magic agrees to comply with all applicable public access and retention requirements of such records.
27. **Default/Breach; Opportunity to Cure.** Notwithstanding any other provision set forth in this Agreement, should either party desire to declare the other party in default or breach of any term or condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default or breach, the manner in which the default or breach can be cured, and a reasonable time period of not less than five (5) days, excluding weekends and legal holidays, in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this paragraph have been satisfied.
28. **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.
29. **City Revenues, Merchandise, and Sponsorships.** The parties acknowledge and agree that City shall have the right to charge public admission for the use of the ice rink, sell merchandise, and obtain dasher board and other sponsors related to the ice rink. All fees collected for admission, merchandise sales, and sponsorships of any kind shall be considered in their entirety as revenues of City. Magic hereby waives any right or claim to said revenues. To the extent Magic collects any of these revenues on City's behalf, Magic agrees to promptly pay all collected revenues to City and shall provide City with a full accounting of said revenues.
30. **Snack Bar/Concession Sales.**
 - (a) The parties agree that there will be one concession area at the ice rink which shall be open for business during the operational hours set forth in section 6 of this Agreement. Magic will provide all equipment, counter/set-up space, and signage required to display, prepare, serve, and sell concession items. In addition, Magic shall be responsible for obtaining all necessary state and local licenses to operate the concession area, and shall be responsible for training all workers who will be operating the concession area in accordance with all legal requirements.

Magic will also pay all labor costs associated with operating the concession area and will provide electric power necessary to operate the concession area.

(b) With respect to the sale of food and drink items at the concession area, Magic agrees to pay the City \$4,000 for the right to operate concessions at the ice rink event. The first payment installment of \$2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(a) of this Agreement and the second installment of \$2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(b) of this Agreement. All revenue and loss associated with the sale of food and drinks items will solely be the responsibility of Magic. Magic will keep a written accounting of all costs, revenues, and profits associated with the sale of food and drink items. The written accounting of profits/loss shall be provided to the City no later than three (3) business days following the conclusion of the operation of the ice rink.

(c) The food and drink menu items sold at the concession area shall be exclusively provided as required by this section of the Agreement. The pricing of the menu items will be mutually agreed upon between the City and Magic.

31. **Miscellaneous Provisions.**

- a. If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.
- b. Any waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any further breach of such provision or of any other provision of this Agreement, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or any other provision of this Agreement.
- c. Magic and City acknowledge that this Agreement was entered into in Orange County, Florida and that the site of services is in Winter Park, Orange County, Florida.
- d. Magic and City agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.
- e. The parties agree that venue shall be exclusively in Orange County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.
- f. Neither Magic nor City shall be considered an agent or employee of the other party for any purpose whatsoever. For purposes of this Agreement, Magic shall be considered an independent contractor while performing services under this Agreement.

- g. No agreement varying or extending the warranties, remedies, or obligations contained in this Agreement will be binding upon Magic or City unless in writing and signed by a duly authorized officer of Magic or City.
- h. Under no circumstances shall Magic be held liable for any special, indirect, incidental or consequential damages unless said damages are the result of Magic's negligence, or willful acts or omissions of Magic, Magic's employees, agents, assigns, or subcontractors.
- i. The parties hereby agree that acts of God, power failures, acts of terrorism and/or vandalism, as well as temperature and humidity ("Acts") may cause the melting of the ice surface or portions thereof, and Magic and City shall not be responsible for any such conditions or loss of use of the ice skating rink or Equipment due to such Acts.
- j. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding unless made in writing and duly executed by all parties hereto.
- k. This Agreement constitutes the entire understanding and final agreement between the parties. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous statements, purchase orders, agreements, negotiations and representations between the parties are expressly merged into and superceded by this Agreement.
- l. This Agreement shall be binding and inure to the benefit of the Magic and the City. There are no third parties that are intended to be beneficiaries under this Agreement.
- m. This Agreement may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together will constitute the full and final agreement of the parties hereto.
- o. This Agreement is only effective and enforceable against the City if this Agreement is approved by the City Commission of Winter Park.

Dated this ____ day of _____, 2011.

MAGIC:
MAGIC ICE USA, INC.

CITY:
CITY OF WINTER PARK, FLORIDA

By: _____
Byron J. Sharp, President

By: _____
Kenneth Bradley, Mayor

STATE OF FLORIDA
COUNTY OF _____

Attest:

The foregoing instrument was
acknowledged before me this _ day
of____, 2011, by Byron J. Sharp,
[] who is personally known
to me or [] who has produced
as identification.

Cindy Bonham, City Clerk

NOTARY PUBLIC, State of Florida
My commission expires:_____

EXHIBIT “A”

OUTDOOR TEMPORARY ICE SKATING RINK MANAGEMENT

Magic’s management and day-to-day operation service includes a fully trained manager supported by a Magic Ice USA, Inc. management home office team that shall professionally service the seasonal temporary ice rink project, which shall include the following:

- Fully trained ice rink manager with responsibility for day-to-day operations.
- Provide all travel and living quarters for the on-site manager.
- Develop and implement business operational procedures.
- Work with Pay-Chex pay-roll preparation company to provide full and accurate payroll for ice rink general employees and personnel.
- Help to establish proper disclaimer wristbands, flyers, free passes. Include wristband sponsor name and logo on wristbands. Cost of including sponsor on wristband will be billed to the City and reimbursed to Magic.
- Help to establish general rate information signage.
- Provide assistance in proper outfitting and startup of ice rink project.
- Provide assistance in outfitting employee’s uniforms.
- Hiring and, if necessary, firing of general employees.
- Training of all general employees.
- Maintaining and cleaning of skate rental areas, office, etc.
- Responsibility for depositing daily receipts to a Magic bank account and accurate income and expense reporting to City. Magic will then be responsible for reporting on a weekly basis the cash and credit cards that were deposited for that week and cutting a check in that reported amount each week to City. Credit card fees will be billed to City on a monthly basis once Magic receives the credit card statement.
- Establish customer credit card acceptance account and daily control and credit card batching out for accurate accounting and record keeping. Credit card account will be in Magic’s name and all monies deposited into Magic’s account will then be reported in the weekly amount to City.
- Clean and maintain dasher boards and all ice rink Equipment.
- Establish safety measures and oversee risk management procedures.
- Operate your ice surface, ice edger and other ice maintenance equipment.
- Maintain ice surface integrity and safe ice surface for skating.
- Oversee and operate skate sharpening equipment for customer and rental skate maintenance.
- Maintain safe ice skating environment through all weather conditions.
- Organize music selection and assure proper family friendly music.
- Establish proper loudspeaker announcements to assist in risk management and minimize liability claims.
- Provide general liability insurance coverage protection as required by the City. Insurance coverage will expressly list the City of Winter Park as an additional insured.
- Immediately notify the City of all claims, take and maintain incident reports and handle all liability claims and issues, and provide City with timely appraisal reports of said claims and issues.
- Ice rink business procedures development and implementation.
- Insure proper record keeping in all areas of the ice rink operation.
- Magic’s management team and hired rink employees will operate the rink based on hours of operation as determined by City.
- Magic will provide day-to-day operating personnel and will bill the City for payroll costs on a bi-weekly basis.



Winter in the Park 2011

Background

For the last two years the Winter in the Park Holiday Ice Skating Rink has been a family friendly fixture for residents and visitors coming to the downtown core.

- ✓Over 13,000 skaters and an estimated 30,000 visitors (30% increase)
- ✓Professional management handled by Magic Ice USA
- ✓Major sponsors of Florida Hospital, Rollins College, and The Volvo Store
- ✓Media sponsors of Mix 105.1, Sunny 105.9, Orlando Sentinel, and Local Channel 6
- ✓Over 25 participating dasher board sponsors
- ✓Tremendous word-of-mouth buzz over the event
- ✓Cost of approximately \$25,000
- ✓Over \$250,000 in direct investment in downtown businesses during the Holiday season



Winter in the Park 2011

Survey Findings

Skater Survey Results:

- 50.5% of respondents were new to the event last year, with half of the attendees coming from the Winter Park, Maitland area
- 96.2% of respondents were delighted or satisfied with the event
- 61% of respondents planned to shop or dine while visiting
- 50% of respondents had household income above \$75,000, 16% had above \$150,000

Merchant Survey Results:

- Majority of respondents were retail businesses (55%)
- 83% of respondents believed the event had a positive impact on the downtown
- 52% felt the event helped the bottom line of their business
- 69% saw an increase in sales from the prior year
- 66% wanted to be notified of marketing and sponsorship opportunities if the event continued
- 86% were willing to help promote the event in their business next year



Winter in the Park 2011

Process & Dates

Process:

- Internal staff meetings
- External meetings with Magic Ice staff
- Survey of local merchants
- Survey of event attendees
- Media sponsor commitments (Channel 6, Mix & Sunny, Sentinel)
- Sponsorship packet under development (Half of previous year's sponsors already on board again)

Dates:

CRA Advisory Board Approval (funding):	May 26 th
CRA Agency Approval (funding):	June 27 th
City Commission Approval (contract):	June 27 th



Winter in the Park 2011

Event Details

Dates of Event:

- November 19th through January 8th
- Shortens previous year's event by one week allowing more time for set-up
- Rink rental and labor costs will decrease for shortened timeline saving over \$12,000
- Ticket price will remain the same at \$10 for all day skate



Rink & Tent Size:

- Rink: 56'x72' (Same as prior year)
- Tent: 100'x132' (Same as prior year)
- Advantages:
 - Reduces waiting lines
 - Improved skating experience
 - Noise reduction
 - Expanded area for private parties



Winter in the Park 2011

Event Details

Restroom Facilities:

- Portable restroom trailer vs. port-o-lets
- Trailers provide:
 - Multiple male and female facilities
 - Handicapped access
 - Baby changing station
 - Improved comfort: AC, stereo, hot/cold sinks, stone tile floors, lighting, etc



Lighting and Structures:

- Improved holiday lighting including more Christmas lights and interior lighting.
- Fencing, tables, and sheds



Winter in the Park 2011

Event Details

Branded Merchandise:

- Provide branded Winter in the Park merchandise for sale to skaters and visitors
- Includes: Mugs, Hats, and Ornaments
- Additional non-branded merchandise would include socks and gloves



Winter in the Park 2011

Event Details

Concessions:

- Equipped and managed by Magic Ice
- Will pay \$4,000 for use of concession area
- Menu items do not unduly compete with existing restaurant businesses in the area
- Attempts to include local restaurants in at-site sales were unsuccessful in prior years

Dasher Board Sponsorships:

- All previous participants are offered first right to advertise again. Pricing will be the same as last year.
- RFP for dasher board signage was opened in May. The City is looking for one print company to do all the signage to lower cost for sponsors and reduce confusion.
- Discounts will be offered if vendors purchase larger signs.



Winter in the Park 2011

Event Details

Major and Minor Sponsors:

- 2 Major sponsors at \$10,000 each
- 2 Minor sponsors at \$5,000 each
- Early approval of event will aid in securing sponsors
- Proven event success will aid in fundraising efforts
- Expanded marketing strategy as incentive
- Florida Hospital and Rollins College have both expressed interest in sponsoring again

In-Kind Sponsors:

- Radio: agreements with Mix 105.1 FM and Sunny 105.9 FM
- TV: agreement with WKMG Local 6
- Print: *Orlando Sentinel* providing over \$25,000 of value as part of marketing plan agreement



Winter in the Park 2011

Marketing Strategy

Aggressive marketing campaign to target multiple demographics and regions and drive customers in larger numbers to the event.

City channels:

Press releases
Web Site
Social media
Utility Bills
Winter Park Update
City Today
Water Ways

Magazines:

WP Home
WP Lifestyle
WP Magazine

TV/Radio:

WKMG Local 6
Mix 105.1 FM
Sunny 105.9 FM



Newspapers:

Community Paper (College Park)
Observer (WP, Maitland, Baldwin Park)
Orlando Sentinel (Orange and Seminole)
Our Town (College Park, Winter Springs, Heathrow)
Park Press
Many more...

Orlando Sentinel



Winter in the Park 2011

Financial Model Results and Analysis

Scenario #1: (Status Quo)

Ticket Price: \$10
Ticketed Skaters: 12,557
Days Open: 52
Assumes identical skater and sponsorship revenue from identical period in prior year.

Scenario #2: (Up 10%)

Ticket Price: \$10
Ticketed Skaters: 13,813
Days Open: 52
Assumes same organic growth of 10% that was observed in prior year.

Scenario #3: (Up 10% & Sponsor)

Ticket Price: \$10
Ticketed Skaters: 13,813
Days Open: 52
Assumes growth of 10% and second major sponsor.

Revenue & Expenditures	Scenario 1	Scenario 2	Scenario 3
Skating, Merchandise, and Private Party Sales (less sales tax)	\$ 115,590	\$ 127,149	\$ 127,149
Sponsorship & Concession Sales	\$ 46,000	\$ 46,000	\$ 56,000
Total Expenditures (w 5% contingency)	\$ 180,448	\$ 180,448	\$ 180,448
Est. Profit/Loss	\$ (18,858)	\$ (7,299)	\$ 2,701



Winter in the Park 2011

Summary

- *Anticipate that the event will cost \$20,000 to breakeven depending upon ticket sales and sponsorships.*
 - *Continue to monitor success of event and marketing efforts through skater surveys.*
 - *Success of cross promoting local merchants can be evaluated with end of event merchant surveys analyzing current vs. prior year sales.*
- Staff is requesting \$180,000 in CRA 2011 reserves to fund the Winter in the Park event.*



2011 Ice Rink Estimated Expenditures and Revenues

Expenditures

2011

Magic Ice Equipment Rental	\$ 84,750
Site Prep	\$ 2,250
Tent and Fence Rental	\$ 15,000
Moving of Shed (POD rental)	\$ 105
Banners/Printing/Dasher board installations	\$ 3,500
Restroom Trailer	\$ 7,000
Grass Replacement	\$ 8,000
Marketing Plan	\$ 20,000
Lighting and Decoration	\$ 750
Merchandise (Socks & Gloves)	\$ 1,000
Labor/Staffing	\$ 28,000
School Payouts	\$ 1,500
Misc Expenses (@5%)	\$ 8,593
TOTAL EXPENSES	\$ 180,448

Revenues

Scenario 1 Scenario 2 Scenario 3

Skating Revenue	\$ 118,000	\$ 129,800	\$ 129,800
Socks/Gloves	\$ 1,765	\$ 1,942	\$ 1,942
Mugs/Hats/Ornaments	\$ 430	\$ 473	\$ 473
Private Parties	\$ 2,908	\$ 3,199	\$ 3,199
Subtotal	\$ 123,103	\$ 135,413	\$ 135,413
Less Sales Tax (@6.5%)	\$ (7,513)	\$ (8,265)	\$ (8,265)
Revenue to CRA	\$ 115,590	\$ 127,149	\$ 127,149

Major Sponsors (1-2@ 10,000)	\$ 10,000	\$ 10,000	\$ 20,000
Minor Sponsors (2@ 5,000)	\$ 10,000	\$ 10,000	\$ 10,000
Dasherboard Sales	\$ 22,000	\$ 22,000	\$ 22,000
Concession Sale	\$ 4,000	\$ 4,000	\$ 4,000
Sponsorship/Concession Revenue to CRA	\$ 46,000	\$ 46,000	\$ 56,000

Total Revenue	\$ 161,590	\$ 173,149	\$ 183,149
Total Expenditure	\$ 180,448	\$ 180,448	\$ 180,448
Est. Profit/Loss	\$ (18,858)	\$ (7,299)	\$ 2,701

Scenario 1 assumes that the exact revenues collected from attendance and sponsorships last year will be collected again.

Scenario 2 assumes that attendance will grow by 10%, but sponsorships will stay the same.

Scenario 3 assumes that attendance will grow by 10% and sponsorship revenue will increase by \$10,000



city commission agenda item

item type	Consent Agenda	meeting date	June 27, 2011
prepared by	Wes Hamil	approved by	<input checked="" type="checkbox"/> City Manager
department	Finance Department		<input type="checkbox"/> City Attorney
division			<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

Adjust budget for increased contributions to the police and fire pension plans.

motion | recommendation

Approve budget adjustment for increased contributions to the police and fire pension plans.

background

The pension cost projections prepared by Foster and Foster showed significant increases in the next three to five years in the City's required contributions. As a result, the City worked with the pension plan actuaries, (Gabriel, Roeder, Smith) to smooth the effect of the increase and begin increased payments towards the unfunded accrued actuarial liability in the current year.

To smooth the effect of the upcoming increase in pension costs the actuarial loss is being amortized over 20 years. The outstanding combined credit and combined charge bases were combined into a single base with an amortization period of 12 years as requested by the City and approved by the State. Previously, the combined credit bases (years in which actuarial gains were realized) as of 10/01/2007 were being amortized over a remaining funding period of three years for the fire plan and five years for the police plan. This served to reduce the amortization payments required over the next three to five years but would have resulted in large increases once those credit bases had been fully amortized.

A copy of the revised actuarial reports is attached.

alternatives | other considerations

We could have contributed the minimum requirements from the actuarial reports prior to revision of the amortization payments. However, this would have done nothing to address the upcoming increase in pension funding requirements.

fiscal impact

The following table shows the increase in the FY 2011 minimum required payments for each plan:

	Amount Originally Budgeted	New Minimum Required Contribution	Difference
Fire	\$1,260,480	\$1,566,132	\$305,652
Police	\$1,113,919	\$1,535,296	\$421,377
Total	\$2,374,399	\$3,101,428	\$727,029

The FY 2011 budget was prepared with an additional \$1,000,000 set aside in contingency in order to fund additional contributions to the police and fire pension plans.

long-term impact

Increased contributions now smooth out anticipated spikes in contribution requirements that would begin in the next three to five years.

strategic objective

Quality government services and financial security.

CITY OF WINTER PARK

BUDGET ADJUSTMENT

SUBMITTING DEPARTMENT: Finance ADJUSTMENT NUMBER: _____DATE: 6/10/11 GROUP NUMBER: _____

SOURCE OF FUNDS:			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROJECT NUMBER	ADJUSTMENT
001-9200-585.04-13	Budgeted add to fund balance		(727,029)
TOTAL			<u>(727,029)</u>

USE OF FUNDS:			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROJECT NUMBER	ADJUSTMENT
001-4101-521.22-11	Police Pension		11,377
001-4104-521.22-11	Police Pension		241,000
001-4105-521.22-11	Police Pension		28,000
001-4106-521.22-11	Police Pension		10,000
001-4107-521.22-11	Police Pension		53,000
001-4108-521.22-11	Police Pension		40,000
001-4110-521.22-11	Police Pension		38,000
001-5101-522.22-12	Fire Pension		27,352
001-5102-522.22-12	Fire Pension		5,800
001-5103-522.22-12	Fire Pension		272,500
TOTAL			<u>727,029</u>

REASON FOR ADJUSTMENT REQUEST:

Allocate funding for increased contributions to police and fire pension plans to meet revised requirements in October 1, 2009 actuarial reports.

APPROVALS:

Wes Hamil Finance Director	Commission Approval Date 6/10/2011	City Manager	Date
	Date	Department Head	Date

CITY OF WINTER PARK POLICE OFFICERS' RETIREMENT SYSTEM

REVISED PROJECTION ACTUARIAL VALUATION AS OF OCTOBER 1, 2009

April 6, 2011

This Valuation Determines the Annual Contribution for the Plan Year October 1, 2010 through September 30, 2011 to be Paid in Plan Year October 1, 2010 to September 30, 2011

**City of Winter Park
Police Officers' Retirement System**

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Consultants & Actuaries

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April 6, 2011

Board of Trustees
c/o Mr. Jeff Templeton, Plan Administrator
Winter Park Police Officers' Retirement System
9154 Lake Burkett Drive
Orlando, Florida 32817

Dear Board of Trustees:

Revised October 1, 2009 Projection Actuarial Valuation

We are pleased to present our Revised October 1, 2009 Projection Actuarial Valuation Report for the City of Winter Park Police Officers' Retirement System. The purpose of this report is to indicate appropriate contribution levels, monitor minimum funding requirements, comment on the actuarial stability of the Plan and to satisfy State and accounting requirements. Gabriel, Roeder, Smith & Company (GRS), as Plan actuary, is authorized to prepare an annual Actuarial Valuation under Section 3 of the Plan. This report is prepared for and at the request of the Board of Trustees.

This report consists of this commentary, detailed Tables I through XVII, and the State Required Exhibit on Table XVIII. The Tables contain basic Plan cost figures plus significant details on the benefits, liabilities and experience of the Plan. We suggest that you thoroughly review the report at your convenience and contact us with any questions that may arise.

Retirement Plan Costs

Our Revised Projection Actuarial Valuation develops the required minimum Retirement Plan payment for the plan year beginning October 1, 2010 under the Florida Protection of Public Employee Retirement Benefits Act and Chapter 185. The minimum payment consists of payment of annual normal costs including expenses and amortization of the components of the unfunded actuarial accrued liability over various periods as prescribed by law. The minimum payment is **39.6% of covered payroll (\$2,153,264)**. The figure in parentheses is the System cost expressed as a dollar amount based on projected covered annual payroll for fiscal year beginning October 1, 2010 (\$5,437,536).

This total cost is to be met by member, City and State contributions. We anticipate that the member contributions will be **6.0% of covered payroll** for fiscal year ending September 30, 2011 (**\$326,252**) and allowable State contributions will be **4.8% of covered payroll** for fiscal year ending September 30, 2011 (**\$260,880**). This leaves a City requirement of **28.8% of covered payroll** for fiscal year ending September 30, 2011 (**\$1,566,132**). The City contribution includes an interest adjustment and must be increased if State contributions are less than expected.

Changes in Actuarial Assumptions, Methods and Plan Benefits

The Plan provisions remain unchanged from the previous actuarial valuation and are summarized on Table X.

The actuarial assumptions remain unchanged from the October 1, 2008 Actuarial Valuation. The actuarial method is changed to a projection method effective October 1, 2009. The actuarial loss is amortized over 20 years. The outstanding combined credit and combined charge bases were combined into a single base with an amortization period of 12 years as requested the City and approved by the State. The remaining actuarial methods remain unchanged from the October 1, 2008 Actuarial Valuation. The actuarial assumptions and methods are outlined on Table XI.

Comparison of October 1, 2008 and October 1, 2009 Valuation Results

Table II of our report provides information of a comparative nature. The left columns of the Table indicate the costs as calculated for October 1, 2008. The right columns indicate the costs as calculated for October 1, 2009.

Comparing the left and right columns of Table II shows the effect of Plan experience during the year. The number of active participants remained unchanged. Covered payroll increased by approximately 2%. The total normal cost decreased both as a dollar amount and as a percentage of covered payroll. The unfunded actuarial accrued liability increased both as a dollar amount and as a percentage of covered payroll. The net City minimum funding requirement also increased both as a dollar amount and as a percentage of covered payroll.

The present value of vested accrued benefits exceeds the market value of Plan assets. The Vested Benefit Security Ratio is 80.2%. This is a decrease from 88.3% as of October 1, 2008.

Plan Experience

Table VII indicates that net Plan experience resulted in an actuarial loss of \$1,986,199. This suggests that actual overall experience was less favorable than expected.

Table XVII provides figures on recent plan experience (salary, turnover and investment yield). The salary experience indicates that actual salary increases were approximately 3.2%. The average salary increase assumption was 6.9%. Salary experience was generally an offsetting source of actuarial gain. The three, five and ten year average salary increases are 5.7%, 5.5% and 7.0%, respectively.

Employee turnover this year was approximately 40% of the assumed turnover and was generally a source of actuarial loss.

Board of Trustees

April 6, 2011

Page Three

The actuarial value investment return of 0.98% was less than the 8.25% assumption for investment return. Investment return was a significant source of actuarial loss during the year. The three, five and ten year average annual actuarial value investment returns are 3.48%, 5.17% and 5.20%, respectively. The one, three, five and ten year average annual market value returns are -0.15%, 0.76%, 3.08% and 3.99%, respectively.

Member Census and Financial Data

The City submitted the Member census data used for this valuation to us. This information contains name, Social Security number, date of birth, date of hire, employee contributions and actual salary paid for the previous year. Dates of termination and retirement are provided where applicable. The City updated information on inactive participants including retirees, beneficiaries, DROPs and vested terminees.

We received financial information concerning fund assets from the City. We do not audit the Member census data and asset information that is provided to us. However, we perform certain reasonableness checks and on this basis we believe that the information that we received is reliable.

Summary

In our opinion the benefits provided for under the current Plan will be sufficiently funded through the payment of the amount as indicated in this and future Actuarial Valuation reports. We will continue to update you on the future payment requirements for the Plan through our actuarial reports. These reports will also continue to monitor the future experience of the Plan.

The undersigned are Members of the American Academy of Actuaries and meet the qualification standards of the American Academy of Actuaries to render the actuarial opinions contained in this report. We are available to respond to any questions with regards to matters covered in this report.

Very truly yours,



Lawrence F. Wilson, A.S.A.
Senior Consultant and Actuary



Peter N. Strong, A.S.A.
Consultant and Actuary

Table I

**City of Winter Park
Police Officers' Retirement System**

Summary of Retirement Plan Costs as of October 1, 2009

	<u>Cost Data</u>	<u>% of Payroll</u>
A. Participant Data Summary (Table III)		
1. Active employees	82	N/A
2. Terminated vested	2	N/A
3. Receiving benefits (including DROPs)	58	N/A
4. Annual payroll of active employees	\$ 5,253,658	100.0%
B. Total Normal Costs		
1. Age retirement benefits	\$ 879,871	16.7%
2. Termination benefits	157,315	3.0%
3. Death benefits	14,937	0.3%
4. Disability benefits	54,882	1.0%
5. Estimated expenses	54,654	1.0%
6. Total annual normal costs	\$ 1,161,659	22.1%
C. Total Actuarial Accrued Liability		
1. Age retirement benefits active employees	\$ 20,752,637	395.0%
2. Termination benefits active employees	527,193	10.0%
3. Death benefits active employees	144,223	2.7%
4. Disability benefits active employees	108,936	2.1%
5. Retired or terminated vested participants receiving benefits including DROPs	18,980,258	361.3%
6. Terminated vested participants entitled to future benefits	335,653	6.4%
7. Deceased participants whose beneficiaries are receiving benefits	1,176,269	22.4%
8. Disabled participants receiving benefits	549,771	10.5%
9. Miscellaneous liability	0	0.0%
10. Total actuarial accrued liability	\$ 42,574,940	810.4%
D. Actuarial Value of Assets (Table VI)	\$ 32,832,782	625.0%
E. Unfunded Actuarial Accrued Liability (C-D)	\$ 9,742,158	185.4%

City of Winter Park
Police Officers' Retirement System

Summary of Retirement Plan Costs as of October 1, 2009

	<u>Cost Data</u>	<u>% of Payroll</u>
F. Minimum Required Contribution		
1. Total normal cost	\$ 1,161,659	22.1%
2. Amortization of unfunded liability	832,701	15.8%
3. Interest adjustment	84,176	1.6%
4. Total required contribution	<u>\$ 2,078,536</u>	39.6%
G. Expected payroll of active employees for 2010/2011 year (\$5,253,658 x 1.035)	\$ 5,437,536	100.0%
H. Contribution Sources (percent of expected 2010/2011 payroll)		
1. Expected City	\$ 1,566,132	28.8%
2. Expected State	260,880	4.8%
3. Expected Member	326,252	6.0%
4. Total required contribution	<u>\$ 2,153,264</u>	39.6%
I. Actuarial Gains (Losses) (Table VII)	\$ (1,986,199)	(37.8%)
J. Actuarial Present Value of Vested Accrued Benefits		
1. Retired, terminated vested, beneficiaries and disabled receiving benefits including DROPs	\$ 20,706,298	394.1%
2. Terminated vested participants entitled to future benefits and miscellaneous	335,653	6.4%
3. Active participants entitled to future benefits	<u>14,155,179</u>	269.4%
4. Total actuarial present value of vested accrued benefits	\$ 35,197,130	670.0%
K. Market Value of Assets (Table V)	\$ 28,229,704	537.3%
L. Unfunded Actuarial Present Value of Vested Accrued Benefits (J. - K., not less than zero)	\$ 6,967,426	132.6%
M. Vested Benefit Security Ratio (K. ÷ L.)	80.2%	N/A

Table II

City of Winter Park
Police Officers' Retirement System

Comparison of Cost Data of October 1, 2008 and October 1, 2009 Valuations

	October 1, 2008		October 1, 2009	
	Cost Data	% of Annual Compensation	Cost Data	% of Annual Compensation
A. Participants				
1. Active employees	82	N/A	82	N/A
2. Terminated vested	3	N/A	2	N/A
3. Receiving benefits (including DROPs)	54	N/A	58	N/A
4. Annual payroll of active employees	\$ 5,165,566	100.0%	\$ 5,253,658	100.0%
B. Total Normal Costs	\$ 1,162,208	22.5%	\$ 1,161,659	22.1%
C. Total Actuarial Accrued Liability	\$ 40,390,005	781.9%	\$ 42,574,940	810.4%
D. Actuarial Value of Assets	\$ 32,985,083	638.6%	\$ 32,832,782	625.0%
E. Unfunded Actuarial Accrued Liability	\$ 7,404,922	143.4%	\$ 9,742,158	185.4%
F. Net City Cost	\$ 1,183,864	22.9%	\$ 1,566,132	28.8% *
G. Actuarial Gain (Loss)	\$ (1,184,266)	(22.9%)	\$ (1,986,199)	(37.8%)
H. Unfunded Actuarial Present Value of Vested Accrued Benefits	\$ 3,826,591	74.1%	\$ 6,967,426	132.6%
I. Vested Benefit Security Ratio	88.3%	N/A	80.2%	N/A

* Percent of expected 2010/2011 payroll (\$5,437,536)

Table III

**City of Winter Park
Police Officers' Retirement System**

**Characteristics of Participants in
Actuarial Valuation as of October 1, 2009**

A. Active Plan Participants Summary

1. Active participants fully vested	37
2. Active participants partially vested	0
3. Active participants non-vested	45
4. Total active participants	82
5. Annual rate of pay of active participants	\$ 5,253,658

B. Retired and Terminated Vested Participant Summary

1. Retired or terminated vested participants receiving benefits including DROP participants	50
2. Terminated vested participants entitled to future benefits	2
3. Deceased participants whose beneficiaries are receiving benefits	5
4. Disabled participants receiving benefits	3

C. Projected Annual Retirement Benefits

1. Retired or terminated vested receiving benefits including DROP participants	\$ 1,554,707
2. Terminated vested entitled to future benefits	44,175
3. Beneficiaries of deceased participants	107,382
4. Disabled participants	57,816

Table IV

**City of Winter Park
Police Officers' Retirement System**

Statement of Plan Assets as of October 1, 2009

	<u>Cost Value</u>	<u>Market Value</u>
A. <u>Cash and cash equivalents</u>	\$ 1,293,693	\$ 1,293,693
B. <u>General Investments</u>		
1. U.S. Government obligations	\$ 1,490,557	\$ 1,442,200
2. Corporate bonds	0	0
3. Common stocks	14,828,048	13,009,656
4. Commingled funds	11,306,756	12,787,448
5. Accrued income	2,989	2,989
C. <u>Contribution Receivable</u>	0	0
D. <u>Payables</u>	<u>0</u>	<u>0</u>
E. <u>Total Fund Assets</u> (A + B + C - D)	\$ 28,922,043	\$ 28,535,986
F. <u>DROP Accounts</u>	\$ 306,282	\$ 306,282
G. <u>Reserve for Excess State Funds</u>	<u>0</u>	<u>0</u>
H. <u>Fund Assets</u> (E - F - G)	\$ 28,615,761	\$ 28,229,704

Table V

**City of Winter Park
Police Officers' Retirement System**

Reconciliation of Plan Assets

A. <u>Total Market Value of Assets as of October 1, 2008</u>		\$	29,355,923
B. <u>Receipts During Period</u>			
1. Contributions			
a. Employee	\$	323,975	
b. City		896,264	
c. State		282,690	
d. Total	\$	<u>1,502,929</u>	
2. Investment Income			
a. Interest, dividends and other	\$	368,917	
b. Investment expenses		<u>(66,471)</u>	
c. Net investment income	\$	302,446	
3. Realized gains/(losses)		(518,421)	
4. Unrealized gains/(losses)		<u>173,848</u>	
5. Total receipts during period		\$	1,460,802
C. <u>Disbursements During Period</u>			
1. Pension payments	\$	1,617,934	
2. DROP distributions		605,471	
3. Contribution refunds		2,680	
4. Administrative expenses		<u>54,654</u>	
5. Total disbursements during period		\$	<u>2,280,739</u>
D. <u>Total Market Value of Assets as of September 30, 2009</u>		\$	28,535,986
E. <u>Reconciliation of DROP Account Balances</u>			
1. DROP account balances as of October 1, 2008	\$	605,869	
2. Benefit payments into DROP accounts during year		272,708	
3. Investment gains (losses) during year		37,612	
4. Administrative expenses during year		(4,436)	
5. Distributions from DROP accounts during year		<u>(605,471)</u>	
6. DROP account balances as of September 30, 2009	\$	306,282	
F. <u>Excess State Funds</u>			
1. Balance as of October 1, 2008	\$	0	
2. Increase for current year		0	
3. Purchase of additional benefits		0	
4. Balance as of September 30, 2009	\$	<u>0</u>	
G. <u>Net Market Value of Assets as of September 30, 2009</u> (D - E - F)		\$	28,229,704

**City of Winter Park
Police Officers' Retirement System**

Development of Actuarial Value of Assets as of September 30

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
A. Preliminary total actuarial value from prior year	\$ 32,451,369	\$ 33,590,952	\$ 33,139,064		
B. Market value beginning of year	33,372,597	29,355,923	28,535,986		
C. Market value end of year	29,355,923	28,535,986			
D. Non-investment net cash flow	(288,917)	(777,810)			
E. Investment return					
1. Total market value return: C. - B. - D.	(3,727,757)	(42,127)			
2. Amount for immediate recognition (8.25%)	2,824,392	2,389,779			
3. Amount for phased-in recognition: E.1. - E.2.	(6,552,149)	(2,431,906)			
F. Phased-in recognition of investment return:					
1. Current year: 25% of E.3.	(1,638,037)	(607,977)			
2. First prior year	496,925	(1,638,037)	(607,977)		
3. Second prior year	(314,769)	496,925	(1,638,037)	(607,977)	
4. Third prior year	59,989	(314,768)	496,926	(1,638,038)	(607,975)
5. Total phased-in recognition of investment return	(1,395,892)	(2,063,857)	(1,749,088)	(2,246,015)	(607,975)
G. Total actuarial value end of year					
1. Preliminary total actuarial value end of year:					
A. + D. + E.2. + F.5.	33,590,952	33,139,064			
2. Upper corridor limit: 120% of C.	35,227,108	34,243,183			
3. Lower corridor limit: 80% of C.	23,484,738	22,828,789			
4. Total actuarial value end of year:					
G.1., not more than G.2., nor less than G.3.	33,590,952	33,139,064			
H. Difference between total market value and total actuarial value	(4,235,029)	(4,603,078)			
I. Actuarial value rate of return	4.42%	0.98%			
J. Market value rate of return	(11.22%)	(0.15%)			
K. DROP Accounts	605,869	306,282			
L. Excess State Funds	0	0			
M. Net Actuarial Value of Assets	32,985,083	32,832,782			

Table VII

City of Winter Park
Police Officers' Retirement System
Actuarial Gains (Losses) for
Plan Year Ending September 30, 2009

A. Derivation of Actuarial Gain (Loss)

1. City and State net normal cost	\$ 852,274
2. Unfunded actuarial accrued liability	7,404,922
3. City and State contributions previous year	1,178,954
4. Interest on:	
(a) City and State net normal cost	\$ 70,313
(b) Unfunded actuarial accrued liability	610,906
(c) City and State contributions	3,502
(d) Net total: (a) + (b) - (c)	\$ 677,717
5. Expected unfunded actuarial accrued liability current year: (1. + 2. - 3. + 4.)	\$ 7,755,959
6. Actual unfunded actuarial accrued liability current year	9,742,158
7. Actuarial gain (loss): (5. - 6.)	\$ (1,986,199)

B. Approximate Portion of Gain (Loss)Due to Investments

1. Actuarial value of net assets previous year	\$ 32,985,083
2. Contributions during period	1,502,929
3. Benefits (includes DROPs) and expenses during period	1,947,976
4. Expected net appreciation for period	2,657,781
5. Expected actuarial value of net assets current year: (1. + 2. - 3. + 4.)	\$ 35,197,817
6. Actual actuarial value of net assets current year	\$ 32,832,782
7. Approximate investment gain (loss): (6. - 5.)	\$ (2,365,035)

C. Approximate Portion of Gain (Loss)Due to Liabilities: A. - B.

	\$ 378,836
--	------------

Table VIII

**City of Winter Park
Police Officers' Retirement System**

Amortization of Unfunded Actuarial Accrued Liability

A. Actuarial Accrued Liability Remaining Unfunded

<u>Date</u>	<u>Unfunded Liability</u>	<u>Amortization Payment</u>
October 1, 2009	\$ 9,742,158	\$ 832,701
October 1, 2010	\$ 9,644,487	\$ 861,846
October 1, 2011	\$ 9,507,209	\$ 892,011
October 1, 2012	\$ 9,325,952	\$ 923,231
October 1, 2013	\$ 9,095,945	\$ 955,544
...		
...		
October 1, 2039	\$ 0	\$ 0

B. Covered Payroll History

<u>Date</u>	<u>Covered Payroll *</u>	<u>Annual Increase</u>
October 1, 2009	\$ 5,253,658	1.7%
October 1, 2008	\$ 5,165,566	0.3%
October 1, 2007	\$ 5,152,316	1.4%
October 1, 2006	\$ 5,081,610	(8.2%)
October 1, 2005	\$ 5,536,522	13.2%
October 1, 2004	\$ 4,891,360	9.2%
October 1, 2003	\$ 4,477,685	8.2%
October 1, 2002	\$ 4,139,001	7.9%
October 1, 2001	\$ 3,835,687	8.4%
October 1, 2000	\$ 3,538,079	10.5%
October 1, 1999	\$ 3,201,862	N/A

Ten Year Average Annual Increase 5.1%

* Excludes DROP payroll

Table IX

City of Winter Park
Police Officers' Retirement System
Accounting Disclosure Exhibit

	<u>10/01/2008</u>	<u>10/01/2009</u>
I. <u>Number of Plan Members</u>		
a. Receiving benefits including DROPs	54	58
b. Terminated due deferred benefits	3	2
c. Active plan members	82	82
d. Total	<u>139</u>	<u>142</u>
II. <u>Financial Accounting Standards Board Allocation</u> <u>As of October 1, 2009</u>		
A. <u>Statement of Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated vested plan benefits		
a. Participants currently receiving benefits including DROP participants	\$ 18,356,800	\$ 20,706,298
b. Other participants	14,219,845	14,490,832
c. Total	<u>\$ 32,576,645</u>	<u>\$ 35,197,130</u>
2. Actuarial present value of accumulated non-vested plan benefits	<u>\$ 1,093,453</u>	<u>\$ 992,250</u>
3. Total actuarial present value of accumulated plan benefits	<u>\$ 33,670,098</u>	<u>\$ 36,189,380</u>
B. <u>Statement of Change in Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated plan benefits as of October 1, 2008		\$ 33,670,098
2. Increase (decrease) during year attributable to:		
a. Plan amendment		\$ 0
b. Change in actuarial assumptions		0
c. Benefits paid including refunds and DROP benefits		(1,893,322)
d. Other, including benefits accumulated, increase for interest due to decrease in the discount period		<u>4,412,604</u>
e. Net increase		<u>\$ 2,519,282</u>
3. Actuarial present value of accumulated plan benefits as of October 1, 2009		\$ 36,189,380
C. <u>Significant Matters Affecting Calculations</u>		
1. Assumed rate of return used in determining actuarial present values		8.25%
2. Change in plan provisions		None.
3. Change in actuarial assumptions		None.

Table IX
(Cont'd)

City of Winter Park
Police Officers' Retirement System

Accounting Disclosure Exhibit

III. Annual Pension Cost For the Current Year and Related Information:

Contribution rates:

City 22.9%

State 5.1%

Members 6.0%

Actuarial valuation date 10/01/2008

Actuarial cost method Entry Age

Amortization method Level payment, closed

Remaining amortization period 30 years

Asset valuation method Smoothed market value

Actuarial assumptions:

Investment rate of return * 8.25%

Projected salary increases * 6.0% - 7.5%

Cost of living adjustments 3.0%

* Includes inflation at 4.0%

IV. Development of Minimum Annual Required Contribution under GASB No. 27

Total normal cost	\$ 1,162,208
Amortization of unfunded liability	447,964
Interest adjustment	177,185
Total ARC	\$ 1,787,357
Expected Member contributions	309,934
Minimum Employer ARC	\$ 1,477,423

Table IX
(Cont'd)

City of Winter Park
Police Officers' Retirement System

Accounting Disclosure Exhibit

V. Historical Trend Information *

A. Schedule of Employer Costs (GASB No. 25)

<u>Valuation Date</u>	<u>Annual Required Contribution (ARC)</u>	<u>Percentage of ARC Contributed</u>
10/01/2002	\$ 682,310	100%
10/01/2003	\$ 956,954	100%
10/01/2004	\$ 1,038,295	100%
10/01/2005	\$ 1,509,502	82%
10/01/2006	\$ 1,460,137	76%
10/01/2007	\$ 1,258,537	94%

B. Schedule of Employer Costs (GASB No. 27)

<u>Valuation Date</u>	<u>Annual Pension Cost (APC)</u>	<u>Percentage of APC Contributed</u>	<u>Net Pension Obligation (Asset)</u>
10/01/2002	\$ 682,310	100%	\$ 0
10/01/2003	\$ 956,954	100%	\$ 0
10/01/2004	\$ 1,038,295	100%	\$ 0
10/01/2005	\$ 1,509,502	82%	\$ 265,050
10/01/2006	\$ 1,458,003	77%	\$ 606,086
10/01/2007	\$ 1,253,657	94%	\$ 680,789

VI. Annual Pension Cost (APC) and Net Pension Obligation

<u>Fiscal Year Ended</u>	<u>9/30/2009</u>	<u>9/30/2010</u>
Annual Required Contribution	\$ 1,258,537	\$ 1,477,423
Interest on NPA	51,517	56,165
Adjustment to ARC	(56,397)	(42,235)
APC	\$ 1,253,657	\$ 1,491,353
City and Net State Contributions	(1,178,954)	
Increase (Decrease) in NPO	\$ 74,703	
NPO - Beginning of Year	606,086	
NPO - End of Year	\$ 680,789	

* Information prior to October 1, 2006 as reported by auditors

**Table IX
(Cont'd)**

**City of Winter Park
Police Officers' Retirement System**

**Schedule of Funding Progress
(Dollar Amounts in Thousands)**

VII. Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - Entry Age (b)	Unfunded AAL (UAAL) (b - a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
10/01/2004	\$ 23,134	\$ 27,666	\$ 4,532	83.6%	\$ 4,891	92.7%
10/01/2005	\$ 24,748	\$ 30,536	\$ 5,788	81.0%	\$ 5,537	104.5%
10/01/2006	\$ 26,940	\$ 32,939	\$ 5,999	81.8%	\$ 5,082	118.0%
10/01/2007	\$ 31,986	\$ 35,776	\$ 3,790	89.4%	\$ 5,152	73.6%
10/01/2008	\$ 32,985	\$ 40,390	\$ 7,405	81.7%	\$ 5,166	143.3%
10/01/2009	\$ 32,833	\$ 42,575	\$ 9,742	77.1%	\$ 5,254	185.4%

**City of Winter Park
Police Officers' Retirement System**

Outline of Principal Provisions of the Retirement Plan

A. Effective Date:

October 1, 1992. Most recently amended by Ordinance No. 2786-09 adopted November 23, 2009.

B. Eligibility:

All Police Officers shall become members as a condition of employment.

C. Member:

An actively employed Police Officer who fulfills the Membership Requirements.

D. Contributions:

Employee:	6.0% of compensation.
State:	Premium Tax Revenue.
City:	Balance required to maintain Plan on sound actuarial basis.

E. Credited Service:

Total years and fractional parts of years of service as a Police Officer.

F. Purchase of Prior Military Service:

A participant may purchase from 1 year up to 4 years of credited service for military service prior to employment. The cost shall be an amount actuarially determined to fund the cost to the plan of adding this credited service.

G. Compensation:

Total pay, excluding special detail pay (includes vacation and comp time accrual).

H. Average Final Compensation (AFC):

Average monthly compensation during the best 60 calendar months out of the last 120 calendar months preceding date of retirement (or termination).

City of Winter Park
Police Officers' Retirement System

Outline of Principal Provisions of the Retirement Plan

I. Normal Retirement:

1. Eligibility:

Earlier of:

- (a) Attainment of age 55 with completion of 10 years of credited service.
- (b) Completion of 20 years of credited service.

2. Benefit:

3.0% times AFC times credited service.

J. Early Retirement:

1. Eligibility:

Attainment of age 50 with completion of 10 years of credited service.

2. Benefit:

Benefit accrued to date of retirement, reduced by 3% for each year early retirement date precedes normal retirement date, payable immediately.

K. Deferred Retirement:

Computed the same as set forth under Normal Retirement, based upon AFC and credited service as of deferred retirement date.

L. Disability Retirement:

1. Service Incurred:

Accrued benefit, but not less than 42% of AFC.

2. Non-Service Incurred:

- a. Eligibility: 10 or more years of credited service; totally and permanently disabled.
- b. Benefit: Accrued benefit, but not less than 25% of AFC.

City of Winter Park
Police Officers' Retirement System

Outline of Principal Provisions of the Retirement Plan

M. Pre-Retirement Death Benefit:

1. Service Incurred:

The greater of (a) the accrued benefit at the time of death or (b) 30% of monthly salary at time of death payable to the spouse until death.

2. Non-Service Incurred:

- a. Eligible for Normal Retirement: Determined as though had retired on the date of death.
- b. Not Eligible for Normal Retirement: Less than 10 years of credited service - return of employee contributions with interest at 5%.
- 10 or more years - accrued benefit payable for 10 years.

N. Termination Benefits:

1. Eligibility:

100% vesting upon the completion of 10 years of credited service. Employees who have not completed 10 years of credited service at date of termination of employment shall only be entitled to the return of their employee contributions with interest at 5%.

2. Benefit:

Accrued benefit based upon credited service and AFC as of date of termination, payable at date member would have completed 20 years of service if before age 55.

O. Normal Form of Retirement Income:

Monthly benefit payable for ten (10) years certain and life thereafter.

P. Deferred Retirement Option Program (DROP)

1. Eligibility:

Participant must be eligible for Normal Retirement.

2. Benefit:

Retirement benefits are transferred to a hypothetical DROP account within the pension fund. Interest is credited or debited quarterly based upon either the rate of return earned by the Fund or a 6.5% fixed rate of return, as elected by the Member. A deduction is made each quarter for administrative expenses. The period of participation in the DROP is limited to at least 12 months but no more than 60 months. The benefit is paid as a lump sum upon actual termination of employment.

City of Winter Park
Police Officers' Retirement System

Outline of Principal Provisions of the Retirement Plan

Q. Cost of Living Adjustment (COLA)

A participant who terminates employment on or after October 1, 2002 is entitled to a 3.0% annual COLA on benefit payments beginning at age 60.

R. Changes Since Previous Valuation

None.

Table XI

**City of Winter Park
Police Officers' Retirement System**

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

A. Mortality

For healthy participants, the RP-2000 Combined Table was used, with separate rates for males and females, and fully generational mortality improvements projected to each future payment date.

For disabled participants, the RP-2000 Disabled Mortality Table was used, with separate rates for males and females, and fully generational mortality improvements projected to each future payment date.

B. Interest to be Earned by Fund

8.25% (net of investment expenses), compounded annually.

C. Allowances for Expenses or Contingencies

Actual administrative expenses incurred during the prior plan year.

D. Employee Withdrawal Rates

Withdrawal rates for males and for females were used in accordance with the following illustrative example.

Withdrawal Rates Per 100 Employees				
<u>Age</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Years 3 - 5</u>	<u>5+ Years</u>
20	17.50	13.50	13.00	7.44
25	17.50	13.50	13.00	7.02
30	17.50	13.50	13.00	6.30
35	17.50	13.50	13.00	4.98
40	17.50	13.50	13.00	3.42
45	17.50	13.50	13.00	2.10

City of Winter Park
Police Officers' Retirement System

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

E. Disability Rates

Disability rates for males and for females were used in accordance with the following illustrative example.

<u>Age</u>	<u>Disability Rates</u> <u>Per 100 Employees</u>
20	0.14
25	0.15
30	0.18
35	0.23
40	0.30
45	0.51

F. Salary Increase Factors

Current salary is assumed to increase at a rate based on the table below.

<u>Service</u>	<u>Salary Increase</u>
0 - 4	7.50%
5 - 14	7.00%
15 - 19	6.50%
20 + years	6.00%

G. Assumed Retirement Age

<u>Age</u>	<u>Annual Rate</u> <u>of</u> <u>Retirement</u>
< 50	5%
50 - 54	25%
55 - 57	50%
58 & Over	100%

50% of employees are assumed to enter the DROP when first eligible.

All active members on the valuation date are assumed to have a minimum of one year of future service.

City of Winter Park
Police Officers' Retirement System

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

H. Loading

Active liabilities and normal costs are increased by 1.61% to account for unused annual leave pay at time of retirement.

I. Payroll Growth Assumption

3.5% per annum - not greater than historical 10-year average (5.1%).

J. Asset Valuation Method

The method used for determining the actuarial value of assets phases in the deviation between the expected and actual return on assets at the rate of 25% per year. The actuarial value of assets will be further adjusted to the extent necessary to fall within the corridor whose lower limit is 80% of the fair market value of plan assets and whose upper limit is 120% of the fair market value of plan assets.

K. Cost Method

Normal Retirement, Termination, Disability, and Death Benefits: Entry-Age-Normal Cost Method.

Under this method the normal cost for each active employee is the amount which is calculated to be a level percentage of pay that would be required annually from his entry age to his assumed retirement age to fund his estimated benefits, assuming the Plan had always been in effect. The normal cost for the Plan is the sum of such amounts for all employees. The actuarial accrued liability as of any valuation date for each active employee or inactive employee who is eligible to receive benefits under the Plan is the excess of the actuarial present value of estimated future benefits over the actuarial present value of current and future normal costs. The unfunded actuarial accrued liability as of any valuation date is the excess of the actuarial accrued liability over the assets of the Plan.

L. Change From Previous Valuation

None.

Table XII

City of Winter Park
Police Officers' Retirement System
Distribution by Attained Age Groups
and Service Groups as of October 1, 2009

<u>Attained</u> <u>Age Group</u>	<u>-----COMPLETED YEARS OF SERVICE-----</u>							<u>Total</u>
	<u>0-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30 & Over</u>	
Under 25	2	-	-	-	-	-	-	2
25-29	5	-	-	-	-	-	-	5
30-34	10	4	-	-	-	-	-	14
35-39	7	10	5	2	-	-	-	24
40-44	2	4	4	10	-	-	-	20
45-49	-	1	1	2	4	-	-	8
50-54	-	-	1	2	-	3	-	6
55-59	-	-	-	-	2	-	-	2
60-64	-	-	1	-	-	-	-	1
65 & Over	-	-	-	-	-	-	-	0
TOTAL	26	19	12	16	6	3	0	82
				<u>10/01/2008</u>				<u>10/01/2009</u>
Average Attained Age				38.9 years				39.3 years
Average Hire Age				28.4 years				28.9 years
Average Pay				\$ 62,995				\$ 64,069
Percent Female				13.4%				13.4%

Table XIII

**City of Winter Park
Police Officers' Retirement System**

**Statistics for Participants Entitled to Deferred Benefits
and Participants Receiving Benefits**

A. Entitled to Deferred Benefits

<u>Current Age Group</u>	<u>Count</u>	<u>Total Annual Benefit</u>	<u>Average Annual Benefit</u>
Less than 40	1	\$ 19,485	\$ 19,485
40-44	1	24,690	24,690
45-49	-	-	-
50-54	-	-	-
55-59	-	-	-
60-64	-	-	-
65 & Over	-	-	-
TOTAL	2	\$ 44,175	\$ 22,088

B. Receiving Benefits (including DROPs)

<u>Current Age Group</u>	<u>Count</u>	<u>Total Annual Benefit</u>	<u>Average Annual Benefit</u>
Less than 50	6	\$ 153,632	\$ 25,605
50-54	11	440,110	40,010
55-59	12	504,222	42,019
60-64	14	396,994	28,357
65-69	8	138,418	17,302
70-74	5	61,376	12,275
75 & Over	2	25,153	12,577
TOTAL	58	\$ 1,719,905	\$ 29,654

Table XIV

**City of Winter Park
Police Officers' Retirement System**

Reconciliation of Employee Data

A. Active Participants

1. Active participants previous year	82
2. Retired during year	(2)
3. Entered DROP	(1)
4. Died during year	0
5. Disabled during year	0
6. Terminated during year	(2)
7. New active participants	5
8. Re-instated during year	0
9. Active participants current year	<u>82</u>

B. Participants Receiving Benefits

1. Participants receiving benefits previous year	49
2. New retired participants	2
3. Former DROPs now receiving benefits	3
4. New terminated vested receiving benefits	2
5. New disabled receiving benefits	0
6. New beneficiaries receiving benefits	1
7. Died or ceased payment during year	(2)
8. Retired or terminated vested receiving benefits current year	<u>55</u>

C. DROP Participants

1. DROP participants previous year	5
2. Died during year	0
3. Became disabled during year	0
4. Employment terminated and retired during year	(3)
5. Entered DROP during year	1
6. DROP participants current year	<u>3</u>

D. Terminated Vested Participants Entitled to Future Benefits

1. Terminated vested entitled previous year	3
2. Died during year	0
3. Commenced receiving benefits during year	(2)
4. New terminated vested	1
5. Terminated vested paid lump sum	0
6. Terminated vested entitled current year	<u>2</u>

Table XV

**City of Winter Park
Police Officers' Retirement System**

Projected Retirement Benefits

<u>Fiscal Year</u>	<u>Projected Total Annual Payout</u>
2010	\$ 1,764,478
2011	\$ 2,066,119
2012	\$ 2,294,631
2013	\$ 2,452,077
2014	\$ 2,717,351
2015	\$ 2,902,884
2016	\$ 3,053,070
2017	\$ 3,259,188
2018	\$ 3,484,695
2019	\$ 3,688,110

The above projected payout of plan benefits during the next ten years is based on assumptions involving all decrements. The actual payouts may differ from the above estimates depending upon the death, salary and retirement experience of the plan. However, since the projected payment is recomputed each valuation date, there is an automatic correction to the extent that actual experience varies from expected experience.

Table XVI

**City of Winter Park
Police Officers' Retirement System**

Summary of Transaction Information

<u>Valuation Date</u>	<u>Benefits Paid*</u>	<u>Administrative Expenses</u>	<u>Employee Contributions</u>	<u>City Contributions</u>	<u>State Contributions</u>	<u>Actuarial** Value</u>
10/01/2009	\$ 1,893,322	\$ 54,654	\$ 323,975	\$ 896,264	\$ 282,690	\$ 32,832,782
10/01/2008	1,544,300	85,134	313,146	852,716	264,251	32,985,083
10/01/2007	1,370,531	29,654	306,122	954,730	289,722	31,986,342
10/01/2006	1,118,258	44,673	309,763	783,183	280,855	26,939,887
10/01/2005	1,053,533	43,684	307,361	731,004	225,950	24,747,691
10/01/2004	997,468	38,488	286,296	297,035	385,275	23,133,789
10/01/2003	925,610	32,008	251,035	338,863	289,215	22,784,081
10/01/2002	916,465	40,963	231,533	0	274,346	21,178,501
10/01/2001	739,807	34,727	214,669	0	242,652	22,017,675
10/01/2000	828,765	32,685	197,993	0	239,738	21,095,083

* Includes DROP payments and contribution refunds

** After exclusion of DROP accounts and Excess State Funds, if any

Table XVII

**City of Winter Park
Police Officers' Retirement System**

Recent Compensation, Termination and Investment Return Experience

Valuation Date	Compensation		Termination Ratio of Actual to Expected	Investment Return ¹		
	% Increase (Decrease)	Assumed Increase		Market Value	Actuarial Value	Assumed
10/01/2009	3.2%	6.9%	0.4	(0.15%)	0.98%	8.25%
10/01/2008	4.8%	6.5%	0.6	(11.22%)	(0.15%)	8.50%
10/01/2007	9.2%	6.5%	0.9	15.40%	9.90%	8.50%
10/01/2006	1.2%	6.5%	1.2	3.92%	8.60%	8.50%
10/01/2005	9.3%	6.5%	N/A	9.45%	6.90%	8.50%
10/01/2004	11.9%	6.5%	N/A	10.6%	2.6%	8.50%
10/01/2003	8.2%	6.5%	N/A	11.5%	8.6%	8.50%
10/01/2002	7.4%	6.5%	N/A	(4.2%)	(1.3%)	8.50%
10/01/2001	7.6%	6.5%	N/A	(6.1%)	7.0%	8.50%
10/01/2000	7.3%	6.5%	N/A	14.6%	9.7%	8.50%
Last 3 Years	5.7%	6.6%	0.6	0.76%	3.48%	8.42%
Last 5 Years	5.5%	6.6%	N/A	3.08%	5.17%	8.45%
Last 10 Years	7.0%	6.5%	N/A	3.99%	5.20%	8.47%

¹ Computed as $2I/(A+B-I)$, where A is beginning value, B is ending value and I is investment return.

Table XVIII

City of Winter Park
Police Officers' Retirement System
Actuarial Valuation as of October 1, 2009

State Required Exhibit

	<u>10/01/2008</u>	<u>10/01/2009</u>
A. <u>Participant Data</u>		
1. Active participants	82	82
2. Retired participants and beneficiaries receiving benefits (including DROPs)	51	55
3. Disabled participants receiving benefits	3	3
4. Terminated vested participants	3	2
5. Annual payroll of active participants	\$ 5,165,566	\$ 5,253,658
6. Expected payroll of active participants for the following year	N/A	\$ 5,437,536
7. Annual benefits payable to those currently receiving benefits including DROP participants	\$ 1,580,903	\$ 1,719,905
B. <u>Value of Assets</u>		
1. Actuarial Value of Assets	\$ 32,985,083	\$ 32,832,782
2. Market Value of Assets	\$ 28,750,054	\$ 28,229,704
C. <u>Liabilities</u>		
1. Actuarial present value of future expected benefit payments for active members		
a. Retirement benefits	\$ 26,610,684	\$ 26,905,586
b. Vesting benefits	1,696,225	1,623,181
c. Death benefits	255,757	246,039
d. Disability benefits	458,166	484,187
e. Total	\$ 29,020,832	\$ 29,258,993
2. Actuarial present value of future expected benefit payments for terminated vested members	\$ 734,423	\$ 335,653
3. Actuarial present value of future expected benefit payments for members currently receiving benefits		
a. Service retired including DROP participants	\$ 16,774,043	\$ 18,980,258
b. Disability retired	553,685	549,771
c. Beneficiaries	1,029,072	1,176,269
d. Miscellaneous	0	0
e. Total	\$ 18,356,800	\$ 20,706,298

Table XVIII
(Cont'd)

City of Winter Park
Police Officers' Retirement System

Actuarial Valuation as of October 1, 2009

State Required Exhibit

	<u>10/01/2008</u>	<u>10/01/2009</u>
4. Total actuarial present value of future expected benefit payments	\$ 48,112,055	\$ 50,300,944
5. Actuarial accrued liabilities	\$ 40,390,005	\$ 42,574,940
6. Unfunded actuarial liabilities	\$ 7,404,922	\$ 9,742,158

D. Statement of Accumulated Plan Benefits

1. Actuarial present value of accumulated vested benefits		
a. Participants currently receiving benefits including DROP participants	\$ 18,356,800	\$ 20,706,298
b. Other participants	14,219,845	14,490,832
c. Total	<u>\$ 32,576,645</u>	<u>\$ 35,197,130</u>
2. Actuarial present value of accumulated non-vested plan benefits	<u>1,093,453</u>	<u>992,250</u>
3. Total actuarial present value of accumulated plan benefits	\$ 33,670,098	\$ 36,189,380

E. Statement of Change in Accumulated Plan Benefits

1. Actuarial present value of accumulated plan benefits as of October 1, 2008	\$ 33,670,098
2. Increase (decrease) during year attributable to:	
a. Plan amendment	\$ 0
b. Change in actuarial assumptions	0
c. Benefits paid including refunds and DROP benefits	(1,893,322)
d. Other, including benefits accumulated and increase for interest due to decrease in the discount period	\$ 4,412,604
e. Net increase	<u>\$ 2,519,282</u>
3. Actuarial present value of accumulated plan benefits as of October 1, 2009	\$ 36,189,380

Table XVIII
(Cont'd)

City of Winter Park
Police Officers' Retirement System
Actuarial Valuation as of October 1, 2009

State Required Exhibit

	<u>10/01/2008</u>	<u>10/01/2009</u>
F. <u>Pension Cost</u>		
1. Total normal cost	\$ 1,162,208	\$ 1,161,659
2. Payment required to amortize unfunded liability	421,025	832,701
3. Interest adjustment	174,816	84,176
4. Total required contribution	\$ 1,758,049	\$ 2,078,536
5. Item 4 as a percentage of payroll	34.0%	39.6%
6. Estimated employee contributions	\$ 309,934	\$ 326,252
7. Item 6 as a percentage of payroll	6.0%	6.0% *
8. Estimated State contributions	\$ 264,251	\$ 260,880
9. Item 8 as a percentage of payroll	5.1%	4.8% *
10. Net amount payable by City	\$ 1,183,864	\$ 1,566,132
11. Item 10 as a percentage of payroll	22.9%	28.8% *
G. <u>Past Contributions</u>		
1. Total contribution required (previous valuation)	\$ 1,488,093	\$ 1,758,049
2. Actual contributions made:		
a. Employees	\$ 323,975	N/A
b. State (net)	282,690	N/A
c. City	896,264	N/A
d. Total	\$ 1,502,929	N/A
H. <u>Net Actuarial Gain (Loss)</u>	\$ (1,184,266)	\$ (1,986,199)
I. <u>Disclosure of Following Items:</u>		
1. Actuarial present value of future salaries - attained age	\$ 37,089,810	\$ 36,706,721
2. Actuarial present value of future employee contributions - attained age	\$ 2,225,389	\$ 2,202,403
3. Actuarial present value of future contributions from other sources	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 3,379,788	\$ 3,467,372
5. Actuarial present value of future salaries and future benefits at entry age	N/A	N/A
6. Actuarial present value of future employee contributions at entry age	N/A	N/A

* Percent of expected 2010/2011 payroll (\$5,437,536)

Table XVIII
(Cont'd)

City of Winter Park
Police Officers' Retirement System

State Required Exhibit

Current Assumptions

	<u>Unfunded Actuarial Accrued Liabilities</u>	<u>Current Unfunded Liabilities</u>	<u>Amortization Payment</u>	<u>Remaining Funding Period</u>
10/01/2009	Combined Charge & Credit Bases *	3,871,670	408,038	12 years
10/01/2008	Actuarial Loss/(Gain)	1,283,390	120,731	14 years
10/01/2008	Assumption Change	2,600,899	156,808	29 years
10/01/2009	Actuarial Loss/(Gain)	<u>1,986,199</u>	<u>147,124</u>	20 years
	TOTAL	\$ 9,742,158	\$ 832,701	

* Prior combined charge bases and combined credit bases combined into one base.

This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or other wise provided for in the valuation. All known events or trends which may require material increase in plan costs or required contribution rates have been taken into account in the valuation.

Enrollment Number: 11-02802

Dated: April 6, 2011



Lawrence F. Wilson, A.S.A.

CITY OF WINTER PARK FIREFIGHTERS' RETIREMENT SYSTEM

REVISED PROJECTION ACTUARIAL VALUATION AS OF OCTOBER 1, 2009

April 6, 2011

This Valuation Determines the Annual Contribution for the Plan Year October 1, 2010 through September 30, 2011 to be Paid in Plan Year October 1, 2010 to September 30, 2011

**City of Winter Park
Firefighters' Retirement System**

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April 6, 2011

Board of Trustees
c/o Mr. Jeff Templeton, Plan Administrator
Winter Park Firefighters' Retirement System
9154 Lake Burkett Drive
Orlando, Florida 32817

Dear Board of Trustees:

Revised October 1, 2009 Projection Actuarial Valuation

We are pleased to present our Revised October 1, 2009 Projection Actuarial Valuation Report for the City of Winter Park Firefighters' Retirement System. The purpose of this report is to indicate appropriate contribution levels, monitor minimum funding requirements, comment on the actuarial stability of the Plan and to satisfy State and accounting requirements. Gabriel, Roeder, Smith & Company (GRS), as Plan actuary, is authorized to prepare an annual Actuarial Valuation under Section 3 of the Plan. This report is prepared for and at the request of the Board of Trustees.

This report consists of this commentary, detailed Tables I through XVII, and the State Required Exhibit on Table XVIII. The Tables contain basic Plan cost figures plus significant details on the benefits, liabilities and experience of the Plan. We suggest that you thoroughly review the report at your convenience and contact us with any questions that may arise.

Retirement Plan Costs

Our Revised Projection Actuarial Valuation develops the revised required minimum Retirement Plan payment for the plan year beginning October 1, 2010 under the Florida Protection of Public Employee Retirement Benefits Act and Chapter 175. The minimum payment consists of payment of annual normal costs including expenses and amortization of the components of the unfunded actuarial accrued liability over various periods as prescribed by law. The minimum payment is **43.3% of covered payroll (\$2,167,954)**. The figure in parentheses is the System cost expressed as a dollar amount based on projected covered annual payroll for fiscal year beginning October 1, 2010 (\$5,006,822).

This total cost is to be met by member, City and State contributions. We anticipate that the member contributions will be **6.0% of covered payroll** for fiscal year ending September 30, 2011 (**\$300,409**) and allowable State contributions will be **6.6% of covered payroll** for fiscal year ending September 30, 2011 (**\$332,249**). This leaves a City requirement of **30.7% of covered payroll** for fiscal year ending September 30, 2011 (**\$1,535,296**). The contributions include an interest adjustment and the City contribution must be increased if State contributions are less than expected.

Changes in Plan Benefits, Actuarial Assumptions and Methods

The Plan provisions remain unchanged from the previous actuarial valuation and are summarized on Table X.

The actuarial assumptions remain unchanged from the October 1, 2008 Actuarial Valuation. The actuarial method is changed to a projection method effective October 1, 2009. The actuarial loss is amortized over 20 years. The outstanding combined credit and combined charge bases were combined into one single base with an amortization period of 12 years as requested by the City and approved by the State. The remaining actuarial methods remain unchanged from the October 1, 2008 Actuarial Valuation. The actuarial assumptions and methods are outlined on Table XI.

Comparison of October 1, 2008 and October 1, 2009 Valuation Results

Table II of our report provides information of a comparative nature. The left columns of the Table indicate the costs as calculated for October 1, 2008. The right columns indicate the costs as calculated for October 1, 2009.

Comparing the left and right columns of Table II shows the effect of Plan experience during the year. The number of active participants decreased by approximately 1%. Covered payroll decreased by approximately 5%. The total normal cost decreased both as a dollar amount and as a percentage of covered payroll. The unfunded actuarial accrued liability increased both as a dollar amount and as a percentage of covered payroll. The net City minimum funding requirement also increased both as a dollar amount and as a percentage of covered payroll.

The present value of vested accrued benefits continues to exceed the market value of Plan assets. The Vested Benefit Security Ratio is 87.8%. This is a decrease from 96.6% as of October 1, 2008.

Plan Experience

Table VII indicates that net Plan experience resulted in an actuarial loss of \$1,166,564. This suggests that actual overall experience was less favorable than expected.

Table XVII provides figures on recent plan experience (salary, turnover and investment return). The salary experience indicates that actual salary increases were approximately 1.5%. The average salary increase assumption was 7.9%. Salary experience was generally a source of offsetting actuarial gain. The three, five and ten year average salary increases are 4.3%, 5.8% and 7.9%, respectively.

There was no turnover this year. Turnover was generally a source of actuarial loss.

The actuarial value investment return of 2.17% was less than the 7.75% assumption for investment return. Investment return was a significant source of actuarial loss during the year. The three, five and

Board of Trustees
April 6, 2011
Page Three

ten year average annual actuarial value investment returns are 5.36%, 5.97% and 5.47%, respectively. The one, three, five and ten year average annual market value returns are 0.09%, 1.43%, 3.88% and 3.74%, respectively.

Member Census and Financial Data

The City submitted the Member census data used for this actuarial valuation to us. This information contains name, Social Security number, date of birth, date of hire, employee contributions and actual salary paid for the previous year. Dates of termination and retirement are provided where applicable. The City updated information on inactive participants including retirees, beneficiaries, DROPs and vested terminees.

We received financial information concerning fund assets from the City. We do not audit the Member census data and asset information that is provided to us. However, we perform certain reasonableness checks and on this basis we believe that the information that we received is reliable.

Summary

In our opinion the benefits provided for under the current Plan will be sufficiently funded through the payment of the amount as indicated in this and future Actuarial Valuation reports. We will continue to update you on the future payment requirements for the Plan through our actuarial reports. These reports will also continue to monitor the future experience of the Plan.

The undersigned are Members of the American Academy of Actuaries and meet the qualification standards of the American Academy of Actuaries to render the actuarial opinions contained in this report. We are available to respond to any questions with regards to matters covered in this report.

Very truly yours,



Lawrence F. Wilson, A.S.A.
Senior Consultant and Actuary



Peter N. Strong, A.S.A.
Consultant and Actuary

Table I

**City of Winter Park
Firefighters' Retirement System**

Summary of Retirement Plan Costs as of October 1, 2009

	<u>Cost Data</u>	<u>% of Payroll</u>
A. Participant Data Summary (Table III)		
1. Active employees	66	N/A
2. Terminated vested	1	N/A
3. Receiving benefits (including DROPs)	41	N/A
4. Annual payroll of active employees	\$ 4,837,509	100.0%
B. Total Normal Costs		
1. Age retirement benefits	\$ 1,101,348	22.8%
2. Termination benefits	161,934	3.3%
3. Death benefits	16,905	0.3%
4. Disability benefits	53,343	1.1%
5. Estimated expenses	50,871	1.1%
6. Total annual normal costs	\$ 1,384,401	28.6%
C. Total Actuarial Accrued Liability		
1. Age retirement benefits active employees	\$ 19,860,384	410.5%
2. Termination benefits active employees	475,879	9.8%
3. Death benefits active employees	189,199	3.9%
4. Disability benefits active employees	89,142	1.8%
5. Retired or terminated vested participants receiving benefits including DROPs	15,831,761	327.3%
6. Terminated vested participants entitled to future benefits	181,431	3.8%
7. Deceased participants whose beneficiaries are receiving benefits	227,298	4.7%
8. Disabled participants receiving benefits	316,346	6.5%
9. Miscellaneous liability	530	0.0%
10. Total actuarial accrued liability	\$ 37,171,970	768.4%
D. Actuarial Value of Assets (Table VI)	\$ 30,139,278	623.0%
E. Unfunded Actuarial Accrued Liability (C-D)	\$ 7,032,692	145.4%

Table I
(Cont'd)

City of Winter Park
Firefighters' Retirement System

Summary of Retirement Plan Costs as of October 1, 2009

	<u>Cost Data</u>	<u>% of Payroll</u>
F. Minimum Required Contribution		
1. Total normal cost	\$ 1,384,401	28.6%
2. Amortization of unfunded liability	630,545	13.0%
3. Interest adjustment	81,364	1.7%
4. Total required contribution	<u>\$ 2,096,310</u>	43.3%
G. Expected payroll of active employees for 2010/2011 year (\$4,837,509 x 1.035)	\$ 5,006,822	100.0%
H. Contribution Sources (percent of expected 2010/2011 payroll)		
1. Expected City	\$ 1,535,296	30.7%
2. Expected State	332,249	6.6%
3. Expected Member	300,409	6.0%
4. Total required contribution	<u>\$ 2,167,954</u>	43.3%
I. Actuarial Gains (Losses) (Table VII)	\$ (1,166,564)	(24.1%)
J. Actuarial Present Value of Vested Accrued Benefits		
1. Retired, terminated vested, beneficiaries and disabled receiving benefits including DROPs	\$ 16,375,405	338.5%
2. Terminated vested participants entitled to future benefits and miscellaneous	181,961	3.8%
3. Active participants entitled to future benefits	<u>13,744,192</u>	284.1%
4. Total actuarial present value of vested accrued benefits	\$ 30,301,558	626.4%
K. Market Value of Assets (Table V)	\$ 26,597,846	549.8%
L. Unfunded Actuarial Present Value of Vested Accrued Benefits (J. - K., not less than zero)	\$ 3,703,712	76.6%
M. Vested Benefit Security Ratio (K. ÷ J.)	87.8%	N/A

Table II

**City of Winter Park
Firefighters' Retirement System**

Comparison of Cost Data of October 1, 2008 and October 1, 2009 Valuations

	October 1, 2008		October 1, 2009	
	Cost Data	% of Annual Compensation	Cost Data	% of Annual Compensation
A. Participants				
1. Active employees	67	N/A	66	N/A
2. Terminated vested	1	N/A	1	N/A
3. Receiving benefits (including DROPs)	36	N/A	41	N/A
4. Annual payroll of active employees	\$ 5,085,154	100.0%	\$ 4,837,509	100.0%
B. Total Normal Costs	\$ 1,457,632	28.7%	\$ 1,384,401	28.6%
C. Total Actuarial Accrued Liability	\$ 34,639,152	681.2%	\$ 37,171,970	768.4%
D. Actuarial Value of Assets	\$ 28,964,427	569.6%	\$ 30,139,278	623.0%
E. Unfunded Actuarial Accrued Liability	\$ 5,674,725	111.6%	\$ 7,032,692	145.4%
F. Net City Cost	\$ 1,137,419	22.4%	\$ 1,535,296	30.7% *
G. Actuarial Gain (Loss)	\$ 13,958	0.3%	\$ (1,166,564)	(24.1%)
H. Unfunded Actuarial Present Value of Vested Accrued Benefits	\$ 909,194	17.9%	\$ 3,703,712	76.6%
I. Vested Benefit Security Ratio	96.6%	N/A	87.8%	N/A

* Percent of expected 2010/2011 covered payroll (\$5,006,822)

Table III

City of Winter Park
Firefighters' Retirement System
Characteristics of Participants in
Actuarial Valuation as of October 1, 2009

A. Active Plan Participants Summary

1. Active participants fully vested	32
2. Active participants partially vested	0
3. Active participants non-vested	34
4. Total active participants	66
5. Annual rate of pay of active participants	\$ 4,837,509

B. Retired and Terminated Vested Participant Summary

1. Retired or terminated vested participants receiving benefits including DROP participants	36
2. Terminated vested participants entitled to future benefits	1
3. Deceased participants whose beneficiaries are receiving benefits	3
4. Disabled participants receiving benefits	2

C. Projected Annual Retirement Benefits

1. Retired or terminated vested receiving benefits including DROP participants	\$ 1,206,720
2. Terminated vested entitled to future benefits	23,816
3. Beneficiaries of deceased participants receiving benefits	30,920
4. Disabled participants receiving benefits	34,659

Table IV

**City of Winter Park
Firefighters' Retirement System**

Statement of Plan Assets as of October 1, 2009

	<u>Market Value</u>
A. <u>Cash and cash equivalents</u>	\$ 1,924,912
B. <u>General Investments</u>	
1. U.S. Government obligations	814,501
2. Corporate bonds	0
3. Common stocks	12,128,125
4. Commingled funds	12,663,859
5. Accrued income	2,815
C. <u>Contribution Receivable</u>	0
D. <u>Payables</u>	0
E. <u>Total Fund Assets</u> (A + B + C - D)	\$ 27,534,212
F. <u>DROP Accounts</u>	851,015
G. <u>Reserve for Excess State Funds</u>	85,351
H. <u>Fund Assets</u> (E - F - G)	\$ 26,597,846

Table V

**City of Winter Park
Firefighters' Retirement System**

Reconciliation of Plan Assets

A. <u>Total Market Value of Assets as of October 1, 2008</u>		\$	26,573,500
B. <u>Receipts During Period</u>			
1. Contributions			
a. Employee	\$	302,189	
b. City		1,153,948	
c. State		375,084	
d. Total	\$	1,831,221	
2. Investment Income			
a. Interest, dividends and other	\$	301,407	
b. Investment expenses		(86,524)	
c. Net investment income	\$	214,883	
3. Realized gains/(losses)		(534,985)	
4. Unrealized gains/(losses)		344,442	
5. Total receipts during period		\$	1,855,561
C. <u>Disbursements During Period</u>			
1. Pension payments	\$	832,837	
2. DROP distributions		0	
3. Contribution refunds		11,141	
4. Administrative expenses		50,871	
5. Total disbursements during period		\$	894,849
D. <u>Total Market Value of Assets as of September 30, 2009</u>		\$	27,534,212
E. <u>Reconciliation of DROP Account Balances</u>			
1. DROP account balances as of October 1, 2008	\$	482,951	
2. Benefit payments into DROP accounts during year		332,229	
3. Investment gains (losses) during year		40,626	
4. Administrative expenses during year		(4,791)	
5. Distributions from DROP accounts during year		0	
6. DROP account balances as of September 30, 2009	\$	851,015	
F. <u>Excess State Funds</u>			
1. Balance as of October 1, 2008	\$	42,516	
2. Increase for current year		42,835	
3. Purchase of additional benefits		0	
4. Balance as of September 30, 2009	\$	85,351	
G. <u>Net Market Value of Assets as of September 30, 2009</u> (D - E - F)		\$	26,597,846

City of Winter Park
Firefighters' Retirement System
Development of Actuarial Value of Assets as of September 30

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
A. Preliminary total actuarial value from prior year	\$ 27,229,492	\$ 29,489,894	\$ 31,075,644		
B. Market value beginning of year	28,153,307	26,573,500	27,534,212		
C. Market value end of year	26,573,500	27,534,212			
D. Net non-investment cash flow	832,462	936,372			
E. Investment return					
1. Total market value return: C. - B. - D.	(2,412,269)	24,340			
2. Amount for immediate recognition (8.00% / 7.75%)	2,285,563	2,095,731			
3. Amount for phased-in recognition: E.1. - E.2.	(4,697,832)	(2,071,391)			
F. Phased-in recognition of investment return:					
1. Current year: 25% of E.3.	(1,174,458)	(517,848)			
2. First prior year	361,028	(1,174,458)	(517,848)		
3. Second prior year	(115,074)	361,028	(1,174,458)	(517,848)	
4. Third prior year	70,881	(115,075)	361,027	(1,174,458)	(517,847)
5. Total phased-in recognition of investment return	(857,623)	(1,446,353)	(1,331,279)	(1,692,306)	(517,847)
G. Total actuarial value end of year					
1. Preliminary total actuarial value end of year:					
A. + D. + E.2. + F.5.	29,489,894	31,075,644			
2. Upper corridor limit: 120% of C.	31,888,200	33,041,054			
3. Lower corridor limit: 80% of C.	21,258,800	22,027,370			
4. Total actuarial value end of year:					
G.1., not more than G.2., nor less than G.3.	29,489,894	31,075,644			
H. Difference between total market value and total actuarial value	(2,916,394)	(3,541,432)			
I. Actuarial value rate of return	5.17%	2.17%			
J. Market value rate of return	(8.44%)	0.09%			
K. DROP Accounts	482,951	851,015			
L. Excess State Funds	42,516	85,351			
M. Net Actuarial Value of Assets	28,964,427	30,139,278			

Table VII

**City of Winter Park
Firefighters' Retirement System**
Actuarial Gains (Losses) for
Plan Year Ending September 30, 2009

A. Derivation of Actuarial Gain (Loss)

1. City and State net normal cost	\$ 1,152,523
2. Unfunded actuarial accrued liability	5,674,725
3. City and State contributions previous year	1,486,197
4. Interest on:	
(a) City and State net normal cost	\$ 89,321
(b) Unfunded actuarial accrued liability	439,791
(c) City and State contributions	4,035
(d) Net total: (a) + (b) - (c)	\$ 525,077
5. Expected unfunded actuarial accrued liability current year: (1. + 2. - 3. + 4.)	\$ 5,866,128
6. Actual unfunded actuarial accrued liability current year	7,032,692
7. Actuarial gain (loss): (5. - 6.)	\$ (1,166,564)

B. Approximate Portion of Gain (Loss)Due to Investments

1. Actuarial value of net assets previous year	\$ 28,964,427
2. Net contributions during period	1,788,386
3. Benefits (includes DROPs) and expenses during period	1,227,078
4. Expected net appreciation for period	2,212,939
5. Expected actuarial value of net assets current year: (1. + 2. - 3. + 4.)	\$ 31,738,674
6. Actual actuarial value of net assets current year	\$ 30,139,278
7. Approximate investment gain (loss): (6. - 5.)	\$ (1,599,396)

C. Approximate Portion of Gain (Loss)Due to Liabilities: A. - B.

	\$ 432,832
--	------------

Table VIII

**City of Winter Park
Firefighters' Retirement System**

Amortization of Unfunded Actuarial Accrued Liability

A. Actuarial Accrued Liability Remaining Unfunded

<u>Date</u>	<u>Unfunded Liability</u>	<u>Amortization Payment</u>
October 1, 2009	\$ 7,032,692	\$ 630,545
October 1, 2010	\$ 6,898,313	\$ 652,614
October 1, 2011	\$ 6,729,741	\$ 675,456
October 1, 2012	\$ 6,523,492	\$ 699,097
October 1, 2013	\$ 6,275,786	\$ 723,565
...		
...		
October 1, 2039	\$ 0	\$ 0

B. Covered Payroll History

<u>Date</u>	<u>Covered Payroll *</u>	<u>Annual Increase</u>
October 1, 2009	\$ 4,837,509	(4.9%)
October 1, 2008	\$ 5,085,154	(4.5%)
October 1, 2007	\$ 5,323,188	7.7%
October 1, 2006	\$ 4,940,704	8.8%
October 1, 2005	\$ 4,540,831	3.6%
October 1, 2004	\$ 4,381,318	10.7%
October 1, 2003	\$ 3,957,444	12.3%
October 1, 2002	\$ 3,524,818	8.2%
October 1, 2001	\$ 3,258,253	15.0%
October 1, 2000	\$ 2,832,347	6.5%
October 1, 1999	\$ 2,658,667	N/A

Ten Year Average Annual Increase 6.2%

* Excludes DROP payroll

Table IX

**City of Winter Park
Firefighters' Retirement System
Accounting Disclosure Exhibit**

	<u>10/01/2008</u>	<u>10/01/2009</u>
I. <u>Number of Plan Members</u>		
a. Receiving benefits including DROPs	36	41
b. Terminated due deferred benefits	1	1
c. Active plan members	67	66
d. Total	<u>104</u>	<u>108</u>
II. <u>Financial Accounting Standards Board Allocation</u>		
<u>As of October 1, 2009</u>		
A. <u>Statement of Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated vested plan benefits		
a. Participants currently receiving benefits including DROP participants	\$ 11,909,686	\$ 16,375,405
b. Other participants	15,047,541	13,926,153
c. Total	<u>\$ 26,957,227</u>	<u>\$ 30,301,558</u>
2. Actuarial present value of accumulated non-vested plan benefits	<u>\$ 1,296,155</u>	<u>\$ 1,160,818</u>
3. Total actuarial present value of accumulated plan benefits	\$ 28,253,382	\$ 31,462,376
B. <u>Statement of Change in Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated plan benefits as of October 1, 2008		\$ 28,253,382
2. Increase (decrease) during year attributable to:		
a. Plan amendment		\$ 0
b. Change in actuarial assumptions		0
c. Benefits paid including refunds and DROP benefits		(1,176,207)
d. Other, including benefits accumulated, increase for interest due to decrease in the discount period		4,385,201
e. Net increase		<u>\$ 3,208,994</u>
3. Actuarial present value of accumulated plan benefits as of October 1, 2009		\$ 31,462,376
C. <u>Significant Matters Affecting Calculations</u>		
1. Assumed rate of return used in determining actuarial present values		7.75%
2. Change in plan provisions		None.
3. Change in actuarial assumptions		None.

City of Winter Park
Firefighters' Retirement System

Accounting Disclosure Exhibit

III. Annual Pension Cost For the Current Year and Related Information:

Contribution rates:

City	22.4%
State	6.5%
Members	6.0%

Actuarial valuation date	10/01/2008
Actuarial cost method	Entry Age
Amortization method	Level payment, closed
Remaining amortization period	30 years
Asset valuation method	Smoothed market value

Actuarial assumptions:

Investment rate of return *	7.75%
Projected salary increases *	5.5% - 9.5%
Cost of living adjustments	3.0%

* Includes inflation at 4.0%

IV. Development of Minimum Annual Required Contribution under GASB No. 27

Total normal cost	\$ 1,457,632
Amortization of unfunded liability	319,306
Interest adjustment	185,690
Total ARC	<u>\$ 1,962,628</u>
Expected Member contributions	305,109
Minimum Employer ARC	<u>\$ 1,657,519</u>

Table IX
(Cont'd)

**City of Winter Park
Firefighters' Retirement System
Accounting Disclosure Exhibit**

V. Historical Trend Information *

A. Schedule of Employer Costs (GASB No. 25)

<u>Valuation Date</u>	<u>Annual Required Contribution (ARC)</u>	<u>Percentage of ARC Contributed</u>
10/01/2002	\$ 785,317	100%
10/01/2003	\$ 1,081,544	100%
10/01/2004	\$ 1,168,068	100%
10/01/2005	\$ 1,503,094	89%
10/01/2006	\$ 1,525,495	85%
10/01/2007	\$ 1,634,076	91%

B. Schedule of Employer Costs (GASB No. 27)

<u>Valuation Date</u>	<u>Annual Pension Cost (APC)</u>	<u>Percentage of APC Contributed</u>	<u>Net Pension Obligation (Asset)</u>
10/01/2002	\$ 785,317	100%	\$ 0
10/01/2003	\$ 1,081,544	100%	\$ 0
10/01/2004	\$ 1,168,068	100%	\$ 0
10/01/2005	\$ 1,503,094	89%	\$ 158,992
10/01/2006	\$ 1,524,091	85%	\$ 390,033
10/01/2007	\$ 1,630,633	91%	\$ 534,469

VI. Annual Pension Cost and Net Pension Obligation (NPO)

<u>Fiscal Year Ended</u>	<u>9/30/2009</u>	<u>9/30/2010</u>
Annual Required Contribution	\$ 1,634,076	\$ 1,657,519
Interest on NPO	31,203	41,421
Adjustment to ARC	(34,646)	(31,308)
APC	\$ 1,630,633	\$ 1,667,632
City and Net State Contributions	(1,486,197)	
Increase (Decrease) in NPO	\$ 144,436	
NPO - Beginning of Year	390,033	
NPO - End of Year	\$ 534,469	

* Information prior to October 1, 2006 as reported by auditors

**Table IX
(Cont'd)**

**City of Winter Park
Firefighters' Retirement System**

**Schedule of Funding Progress
(Dollar Amounts in Thousands)**

VII. Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - Entry Age (b)	Unfunded AAL (UAAL) (b - a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
10/01/2004	\$ 18,848	\$ 22,405	\$ 3,557	84.1%	\$ 4,381	81.2%
10/01/2005	\$ 20,589	\$ 25,400	\$ 4,811	81.1%	\$ 4,541	105.9%
10/01/2006	\$ 24,213	\$ 28,271	\$ 4,058	85.6%	\$ 4,941	82.1%
10/01/2007	\$ 26,897	\$ 31,129	\$ 4,232	86.4%	\$ 5,323	79.5%
10/01/2008	\$ 28,964	\$ 34,639	\$ 5,675	83.6%	\$ 5,085	111.6%
10/01/2009	\$ 30,139	\$ 37,172	\$ 7,033	81.1%	\$ 4,838	145.4%

**City of Winter Park
Firefighters' Retirement System**

Outline of Principal Provisions of the Retirement Plan

A. Effective Date:

October 1, 1992. Most recently amended by Ordinance No. 2787-09 adopted November 23, 2009.

B. Eligibility:

All regular uniformed members of the Fire Department; includes active volunteers.

C. Member:

An actively employed Firefighter who fulfills the eligibility requirements.

D. Contributions:

Employee:	6.0% of compensation.
State:	Premium Tax Revenue.
City:	Balance required to maintain Plan on sound actuarial basis.

E. Credited Service:

Total years and fractional parts of years of service as a Firefighter with member contributions.

F. Purchase of Prior Military Service:

A participant may purchase from 1 year up to 4 years of credited service for military service prior to employment. The cost shall be an amount actuarially determined to fund the cost to the plan of adding this credited service.

G. Compensation:

Total pay, excluding special detail pay (includes vacation and comp time accrual).

H. Average Final Compensation (AFC):

Average monthly compensation during the best 60 calendar months out of the last 120 calendar months preceding date of retirement (or termination).

City of Winter Park
Firefighters' Retirement System

Outline of Principal Provisions of the Retirement Plan

I. Normal Retirement:

1. Eligibility:

Earlier of:

- (a) Attainment of age 55 with completion of 10 years of credited service.
- (b) Completion of 20 years of credited service.

2. Benefit:

3.0% times AFC times credited service.

J. Early Retirement:

1. Eligibility:

Attainment of age 50 with completion of 10 years of credited service.

2. Benefit:

Benefit accrued to date of retirement, reduced by 3% for each year early retirement date precedes normal retirement date, payable immediately.

K. Delayed Retirement:

Computed the same as set forth under Normal Retirement, based upon AFC and credited service as of delayed retirement date.

L. Disability Retirement:

1. Service Incurred:

Accrued benefit, but not less than 42% of AFC.

2. Non-Service Incurred:

- a. Eligibility: 10 or more years of credited service; totally and permanently disabled.
- b. Benefit: Accrued benefit, but not less than 25% of AFC.

City of Winter Park
Firefighters' Retirement System

Outline of Principal Provisions of the Retirement Plan

M. Pre-Retirement Death Benefit:

1. Service Incurred:

The greater of (a) the accrued benefit at the time of death or (b) 30% of monthly salary at time of death payable to the spouse until death.

2. Non-Service Incurred:

a. Eligible for Normal Retirement: Determined as though had retired on the date of death.

b. Not Eligible for Normal Retirement: Less than 10 years of credited service - return of employee contributions with interest at 5%.

10 or more years - accrued benefit payable for 10 years.

N. Termination Benefits:

1. Eligibility:

100% vesting upon the completion of 10 years of credited service. Employees who have not completed 10 years of credited service at date of termination of employment shall only be entitled to the return of their employee contributions with interest at 5%.

2. Benefit:

Accrued benefit based upon credited service and AFC as of date of termination, payable at date member would have completed 20 years of service if before age 55.

O. Normal Form of Retirement Income:

Monthly benefit payable for ten (10) years certain and life thereafter.

P. Deferred Retirement Option Program (DROP)

1. Eligibility:

Participant must be eligible for Normal Retirement.

2. Benefit:

Retirement benefits are transferred to a hypothetical DROP account within the pension fund. Interest is credited or debited quarterly based upon either the rate of return earned by the Fund or a 6.5% fixed rate of return, as elected by the Member. A deduction is made each quarter for administrative expenses. The period of participation in the DROP is limited to at least 12 months but no more than 84 months. The benefit is paid as a lump sum upon actual termination of employment.

City of Winter Park
Firefighters' Retirement System

Outline of Principal Provisions of the Retirement Plan

Q. Cost of Living Adjustment (COLA)

A participant who terminates employment on or after October 1, 2002 is entitled to a 3.0% annual COLA on benefit payments beginning at age 60.

R. Changes Since Previous Valuation

None.

**City of Winter Park
Firefighters' Retirement System**

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

A. Mortality

For healthy participants, the RP-2000 Combined Table was used, with separate rates for males and females, and fully generational mortality improvements projected to each future payment date.

For disabled participants, the RP-2000 Disabled Mortality Table was used, with separate rates for males and females, and fully generational mortality improvements projected to each future payment date.

B. Interest to be Earned by Fund

7.75% (net of investment expenses), compounded annually.

C. Allowances for Expenses or Contingencies

Actual administrative expenses incurred during the prior plan year.

D. Employee Withdrawal Rates

Withdrawal rates for males and for females were used in accordance with the following illustrative example.

E. Disability Rates

Disability rates for males and for females were used in accordance with the following illustrative example.

<u>Age</u>	<u>Withdrawal Rates Per 100 Employees</u>	<u>Disability Rates Per 100 Employees</u>
20	7.20	0.14
25	6.84	0.15
30	6.00	0.18
35	4.56	0.23
40	3.12	0.30
45	1.92	0.51

City of Winter Park
Firefighters' Retirement System

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

F. Salary Increase Factors

Current salary is assumed to increase at a rate based on the table below.

<u>Service</u>	<u>Salary Increase</u>
0 - 4	9.50%
5 - 9	8.50%
10 - 14	7.50%
15 - 19	6.50%
20 + years	5.50%

G. Rates of Retirement

<u>Age</u>	<u>Annual Rate of Retirement</u>
< 50	10%
50	30%
51 - 54	10%
55 - 59	30%
60 & Over	100%

50% of employees are assumed to enter the DROP when first eligible.

All active members on the valuation date are assumed to have a minimum of one year of future service.

H. Loading

Active liabilities and normal costs are increased by 1.35% to account for unused annual leave pay at time of retirement.

I. Payroll Growth Assumption

3.5% per annum - not greater than historical 10-year average (6.2%).

City of Winter Park
Firefighters' Retirement System

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

J. Asset Valuation Method

The method used for determining the actuarial value of assets phases in the deviation between the expected and actual return on assets at the rate of 25% per year. The actuarial value of assets will be further adjusted to the extent necessary to fall within the corridor whose lower limit is 80% of the fair market value of plan assets and whose upper limit is 120% of the fair market value of plan assets.

K. Cost Method

Normal Retirement, Termination, Disability, and Death Benefits: Entry-Age-Normal Cost Method.

Under this method the normal cost for each active employee is the amount which is calculated to be a level percentage of pay that would be required annually from his entry age to his assumed retirement age to fund his estimated benefits, assuming the Plan had always been in effect. The normal cost for the Plan is the sum of such amounts for all employees. The actuarial accrued liability as of any valuation date for each active employee or inactive employee who is eligible to receive benefits under the Plan is the excess of the actuarial present value of estimated future benefits over the actuarial present value of current and future normal costs. The unfunded actuarial accrued liability as of any valuation date is the excess of the actuarial accrued liability over the assets of the Plan.

L. Changes From Previous Valuation

None.

Table XII

City of Winter Park
Firefighters' Retirement System
Distribution by Attained Age Groups
and Service Groups as of October 1, 2009

<u>Attained</u>	<u>COMPLETED YEARS OF SERVICE</u>							
<u>Age Group</u>	<u>0-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30 & Over</u>	<u>Total</u>
Under 25	5	-	-	-	-	-	-	5
25-29	2	2	-	-	-	-	-	4
30-34	3	5	4	-	-	-	-	12
35-39	4	1	3	3	-	-	-	11
40-44	-	8	2	6	1	-	-	17
45-49	1	2	1	3	2	2	-	11
50-54	-	-	-	3	1	1	-	5
55-59	-	1	-	-	-	-	-	1
60-64	-	-	-	-	-	-	-	0
65 & Over	-	-	-	-	-	-	-	0
TOTAL	15	19	10	15	4	3	0	66
				<u>10/01/2008</u>				
Average Attained Age				39.5 years	<u>10/01/2009</u>			
Average Hire Age				27.9 years	38.7 years			
Average Pay				\$ 75,898	27.8 years			
Percent Female				3.0%	\$ 73,296			
					3.0%			

Table XIII

**City of Winter Park
Firefighters' Retirement System**

**Statistics for Participants Entitled to Deferred Benefits
and Participants Receiving Benefits**

A. Entitled to Deferred Benefits

<u>Current Age Group</u>	<u>Count</u>	<u>Total Annual Benefit</u>	<u>Average Annual Benefit</u>
Less than 40	1	\$ 23,816	\$ 23,816
40-44	-	-	-
45-49	-	-	-
50-54	-	-	-
55-59	-	-	-
60-64	-	-	-
65 & Over	-	-	-
TOTAL	1	\$ 23,816	\$ 23,816

B. Receiving Benefits (including DROPs)

<u>Current Age Group</u>	<u>Count</u>	<u>Total Annual Benefit</u>	<u>Average Annual Benefit</u>
Less than 50	2	\$ 91,619	\$ 45,810
50-54	6	301,552	50,259
55-59	6	244,241	40,707
60-64	8	319,370	39,921
65-69	8	186,105	23,263
70-74	3	44,721	14,907
75 & Over	8	84,691	10,586
TOTAL	41	\$ 1,272,299	\$ 31,032

Table XIV

**City of Winter Park
Firefighters' Retirement System
Reconciliation of Employee Data**

A. Active Participants

1. Active participants previous year	67
2. Retired during year	(1)
3. Entered DROP	(4)
4. Died during year	0
5. Disabled during year	0
6. Terminated during year	0
7. New active participants	4
8. Re-instated during year	0
9. Active participants current year	<u>66</u>

B. Participants Receiving Benefits

1. Participants receiving benefits previous year	32
2. New retired participants	1
3. Former DROPs now receiving benefits	0
4. New terminated vested receiving benefits	0
5. New disabled receiving benefits	0
6. New beneficiaries receiving benefits	0
7. Died or ceased payment during year	0
8. Retired or terminated vested receiving benefits current year	<u>33</u>

C. DROP Participants

1. DROP participants previous year	4
2. Died during year	0
3. Became disabled during year	0
4. Employment terminated and retired during year	0
5. Entered DROP during year	4
6. DROP participants current year	<u>8</u>

D. Terminated Vested Participants Entitled to Future Benefits

1. Terminated vested entitled previous year	1
2. Died during year	0
3. Commenced receiving benefits during year	0
4. New terminated vested	0
5. Terminated vested paid lump sum	0
6. Terminated vested entitled current year	<u>1</u>

Table XV

**City of Winter Park
Firefighters' Retirement System**

Projected Retirement Benefits

<u>Fiscal Year</u>	<u>Projected Total Annual Payout</u>
2010	\$ 1,296,751
2011	\$ 1,397,353
2012	\$ 1,530,995
2013	\$ 1,794,233
2014	\$ 2,075,096
2015	\$ 2,302,792
2016	\$ 2,510,241
2017	\$ 2,719,142
2018	\$ 2,993,538
2019	\$ 3,218,474

The above projected payout of plan benefits during the next ten years is based on assumptions involving all decrements. The actual payouts may differ from the above estimates depending upon the death, salary and retirement experience of the plan. However, since the projected payment is recomputed each valuation date, there is an automatic correction to the extent that actual experience varies from expected experience.

Table XVI

**City of Winter Park
Firefighters' Retirement System**

Summary of Transaction Information

<u>Valuation Date</u>	<u>Benefits Paid*</u>	<u>Administrative Expenses</u>	<u>Employee Contributions</u>	<u>City Contributions</u>	<u>Total State Contributions</u>	<u>Actuarial** Value</u>
10/01/2009	\$ 1,176,207	\$ 50,871	\$ 302,189	\$ 1,153,948	\$ 375,084	\$ 30,139,278
10/01/2008	936,515	57,115	534,132	960,801	363,890	28,964,427
10/01/2007	945,663	44,399	300,809	1,021,370	333,607	26,896,728
10/01/2006	883,842	41,655	278,223	870,265	297,803	24,212,684
10/01/2005	666,874	40,843	272,488	823,182	258,362	20,589,160
10/01/2004	608,736	38,001	247,266	535,623	249,694	18,848,476
10/01/2003	606,567	25,399	233,224	444,398	238,801	18,324,159
10/01/2002	607,523	40,060	203,488	136,979	194,782	16,920,846
10/01/2001	532,368	37,489	178,650	0	185,140	17,092,391
10/01/2000	499,109	30,814	160,599	0	180,322	16,471,008

* Includes DROP payments and contribution refunds

** After exclusion of DROP accounts and Excess State Funds

**City of Winter Park
Firefighters' Retirement System**

Recent Compensation, Termination and Investment Return Experience

Valuation Date	Compensation		Termination	Investment Return ¹		
	% Increase (Decrease)	Assumed Increase	Ratio of Actual to Expected	Market Value	Actuarial Value	Assumed
10/01/2009	1.5%	7.9%	0.0	0.09%	2.17%	7.75%
10/01/2008	2.3%	6.0%	0.5	(8.44%)	5.17%	8.00%
10/01/2007	9.4%	6.0%	1.0	13.86%	8.85%	8.00%
10/01/2006	4.5%	6.0%	0.0	5.99%	7.47%	8.00%
10/01/2005	11.6%	6.0%	N/A	9.39%	6.32%	8.00%
10/01/2004	9.8%	6.0%	N/A	6.2%	1.4%	8.00%
10/01/2003	12.5%	6.0%	N/A	14.5%	7.2%	8.00%
10/01/2002	11.3%	6.0%	N/A	(6.7%)	(0.3%)	8.00%
10/01/2001	10.5%	6.0%	N/A	(7.4%)	2.2%	8.00%
10/01/2000	6.7%	6.0%	N/A	13.6%	15.1%	8.00%
Last 3 Years	4.3%	6.6%	0.5	1.43%	5.36%	7.92%
Last 5 Years	5.8%	6.4%	N/A	3.88%	5.97%	7.95%
Last 10 Years	7.9%	6.2%	N/A	3.74%	5.47%	7.97%

¹ Computed as $2I/(A+B-I)$, where A is beginning value, B is ending value and I is investment return.

Table XVIII

City of Winter Park
Firefighters' Retirement System
Actuarial Valuation as of October 1, 2009

State Required Exhibit

	<u>10/01/2008</u>	<u>10/01/2009</u>
<u>A. Participant Data</u>		
1. Active participants	67	66
2. Retired participants and beneficiaries receiving benefits (including DROPs)	34	39
3. Disabled participants receiving benefits	2	2
4. Terminated vested participants	1	1
5. Annual payroll of active participants	\$ 5,085,154	\$ 4,837,509
6. Expected payroll of active employees for the following year	N/A	\$ 5,006,822
7. Annual benefits payable to those currently receiving benefits including DROPs	\$ 944,182	\$ 1,272,299
<u>B. Value of Assets</u>		
1. Actuarial Value of Assets	\$ 28,964,427	\$ 30,139,278
2. Market Value of Assets	\$ 26,048,033	\$ 26,597,846
<u>C. Liabilities</u>		
1. Actuarial present value of future expected benefit payments for active members		
a. Retirement benefits	\$ 31,126,617	\$ 28,907,548
b. Vesting benefits	1,819,489	1,805,648
c. Death benefits	357,660	327,479
d. Disability benefits	527,925	527,091
e. Total	\$ 33,831,691	\$ 31,567,766
2. Actuarial present value of future expected benefit payments for terminated vested members	\$ 168,267	\$ 181,431
3. Actuarial present value of future expected benefit payments for members currently receiving benefits		
a. Service retired including DROP participants	\$ 11,357,300	\$ 15,831,761
b. Disability retired	317,941	316,346
c. Beneficiaries	234,445	227,298
d. Miscellaneous	10,950	530
e. Total	\$ 11,920,636	\$ 16,375,935

Table XVIII
(Cont'd)

City of Winter Park
Firefighters' Retirement System
Actuarial Valuation as of October 1, 2009
State Required Exhibit

	<u>10/01/2008</u>	<u>10/01/2009</u>
4. Total actuarial present value of future expected benefit payments	\$ 45,920,594	\$ 48,125,132
5. Actuarial accrued liabilities	\$ 34,639,152	\$ 37,171,970
6. Unfunded actuarial liabilities	\$ 5,674,725	\$ 7,032,692
 D. <u>Statement of Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated vested benefits		
a. Participants currently receiving benefits including DROP participants	\$ 11,909,686	\$ 16,375,405
b. Other participants	15,047,541	13,926,153
c. Total	<u>\$ 26,957,227</u>	<u>\$ 30,301,558</u>
2. Actuarial present value of accumulated non-vested plan benefits	<u>1,296,155</u>	<u>1,160,818</u>
3. Total actuarial present value of accumulated plan benefits	\$ 28,253,382	\$ 31,462,376
 E. <u>Statement of Change in Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated plan benefits as of October 1, 2008		\$ 28,253,382
2. Increase (decrease) during year attributable to:		
a. Plan amendment		\$ 0
b. Change in actuarial assumptions		0
c. Benefits paid including refunds and DROP benefits		(1,176,207)
d. Other, including benefits accumulated and increase for interest due to decrease in the discount period		<u>\$ 4,385,201</u>
e. Net increase		<u>\$ 3,208,994</u>
3. Actuarial present value of accumulated plan benefits as of October 1, 2009		\$ 31,462,376

Table XVIII
(Cont'd)

City of Winter Park
Firefighters' Retirement System
Actuarial Valuation as of October 1, 2009
State Required Exhibit

	<u>10/01/2008</u>	<u>10/01/2009</u>
F. <u>Pension Cost</u>		
1. Total normal cost	\$ 1,457,632	\$ 1,384,401
2. Payment required to amortize unfunded liability	153,889	630,545
3. Interest adjustment	163,256	81,364
4. Total required contribution	\$ 1,774,777	\$ 2,096,310
5. Item 4 as a percentage of payroll	34.9%	43.3%
6. Estimated employee contributions	\$ 305,109	\$ 300,409
7. Item 6 as a percentage of payroll	6.0%	6.0% *
8. Estimated State contributions	\$ 332,249	\$ 332,249
9. Item 8 as a percentage of payroll	6.5%	6.6% *
10. Net amount payable by City	\$ 1,137,419	\$ 1,535,296
11. Item 10 as a percentage of payroll	22.4%	30.7% *
G. <u>Past Contributions</u>		
1. Total contribution required (previous valuation)	\$ 1,805,588	\$ 1,774,777
2. Actual contributions made:		
a. Employees (not including service purchases)	\$ 302,189	N/A
b. State (net)	332,249	N/A
c. City	1,153,948	N/A
d. Total	\$ 1,788,386	N/A
H. <u>Net Actuarial Gain (Loss)</u>	\$ 13,958	\$ (1,166,564)
I. <u>Disclosure of Following Items:</u>		
1. Actuarial present value of future salaries - attained age	\$ 41,077,682	\$ 39,744,444
2. Actuarial present value of future employee contributions - attained age	\$ 2,464,661	\$ 2,384,667
3. Actuarial present value of future contributions from other sources	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 3,521,344	\$ 3,280,687
5. Actuarial present value of future salaries and future benefits at entry age	N/A	N/A
6. Actuarial present value of future employee contributions at entry age	N/A	N/A

* Percent of expected 2010/2011 covered payroll (\$5,006,822)

Table XVIII
(Cont'd)

City of Winter Park
Firefighters' Retirement System

State Required Exhibit

	<u>Unfunded Actuarial Accrued Liabilities</u>	<u>Current Unfunded Liabilities</u>	<u>Amortization Payment</u>	<u>Remaining Funding Period</u>
10/01/2009	Combined Charge & Credit Bases *	\$ 4,536,998	\$ 467,227	12 years
10/01/2007	Actuarial Loss (Gain)	111,632	10,809	13 years
10/01/2008	Actuarial Loss (Gain)	(13,079)	(1,198)	14 years
10/01/2008	Assumption Changes	1,230,577	70,477	29 years
10/01/2009	Actuarial Loss (Gain)	<u>1,166,564</u>	<u>83,230</u>	20 years
	TOTAL	\$ 7,032,692	\$ 630,545	

* Prior combined charge bases and combined credit bases combined into single base.

This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or other wise provided for in the valuation. All known events or trends which may require material increase in plan costs or required contribution rates have been taken into account in the valuation.

Enrollment Number: 11-02802

Dated: April 6, 2011



Lawrence F. Wilson, A.S.A.



city commission agenda item

item type	Consent Agenda	meeting date	June 27, 2011
prepared by department division	Chief Brett Railey Police Department Administration	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Civil Service Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

subject

Police Department Strategic Plan

motion | recommendation

Approve the Police Department Strategic Plan

background

This is the first strategic plan developed by the Winter Park Police Department. The Plan was approved by the Civil Service Board on June 7, 2011.

The strategic plan is the foundation for the future of the police department. For the Winter Park Police Department, our strategic plan not only serves as the foundation for how we will provide police services in the future but also serves as the department's vehicle for accomplishing needed change and ensuring the highest level of service is delivered to the citizens.

alternatives | other considerations

N/A

fiscal impact

The money expended for the strategic plan was \$7,190.66.

long-term impact

N/A

strategic objective

Quality government services and financial security.

WINTER PARK POLICE DEPARTMENT 2011-2015 STRATEGIC PLAN

DEPARTMENTAL VISION STATEMENT

We, the Winter Park Police Department, are dedicated to ensuring our City's quality of life through leadership, professional services, and community participation.

DEPARTMENTAL MISSION STATEMENT

Our Mission: To ensure public safety, to enforce the law with integrity, and to provide extraordinary services to our community.

DEPARTMENTAL VALUES

- **Integrity:** We believe that the highest display of character, professional competence, and adherence to the Code of Ethics for our profession and for this Department exemplify integrity and ethical behavior. For us, this Value includes responsibility and accountability for our actions; commitment to service to the community and to the law; honesty and dependability; loyalty to this Department and mutual respect between each of us as members of the agency; and compassion for those we protect and serve.
- **Professionalism:** We demand the highest level of professional conduct in dealing with the public and with other members of the Department, as well as in our personal lives. We expect that each member of the agency, no matter what assignment, will continue to grow as a law enforcement professional throughout his or her tenure with the agency and, by our actions both on and off duty, will set the standard of professional conduct for those who follow us into police service.
- **Excellence:** We expect excellence in all that members of the Winter Park Police Department do. The provision of extraordinary services to the citizens and visitors to our City is the standard by which we should be judged, and we refuse to accept mediocrity as an option for our performance.
- **Dedication:** We recognize that we are the stewards of the resources given to us by the City of Winter Park. As a result, we are dedicated to the best use of these resources and to the protection of our citizens and visitors to our community. We commit ourselves to bringing life to our Vision, our Mission, and our Values and will well and faithfully discharge the public trust we have accepted.
- **Courage:** We believe that courage is the willingness to do the right thing, at the right time, for the right reasons. Whether practiced by the Chief or the newest patrol officer, it is about character, competence, commitment, and putting others first. In addition to the bravery we expect of law enforcement officers in the performance of their duties, courage in leadership at all levels includes the practice of timely, focused, apolitical decision-making that effectively deals with the difficult issues that our officers individually and we as a Department must face.

DEPARTMENTAL GOAL 1

To promote public safety through effective enforcement, education, and community partnerships.

Strategy 1: Reduce crime and the fear of crime

Objective 1: To maintain a prominent patrol presence throughout the City.

Assigned Responsibility: Operations Division Commander

Timeframe for Implementation: Short-term and on-going

Objective 2: To continue implementation of the Department's Data-Driven Approaches to Crime and Traffic Safety (DDACTS).

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Short-term and on-going

Objective 3: To continue selective enforcement efforts based on crime trends and issues raised by our citizens.

Assigned Responsibility: Operations Lieutenants and Special Operations Lieutenant

Timeframe for Implementation: Short-term and on-going

Objective 4: To publicize results of the Department's selective enforcement efforts.

Assigned Responsibility: Investigations/Community Services Division

Timeframe for Implementation: Short-term and on-going

Objective 5: To incorporate crime prevention through environmental design (CPTED) principles and strategies into appropriate City codes.

Assigned Responsibility: Investigations/Community Services Division

Timeframe for Implementation: Intermediate

Objective 6: To develop and utilize a formal mechanism for obtaining citizen feedback and input.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Short-term and on-going

Strategy 2: Ensure an effective response to citizen calls for service

Objective 1: To conduct an analysis of patrol zones and deployment of personnel on a regular basis.

Assigned Responsibility: Operations Division Commander

Timeframe for Implementation: Short-term and on-going

Objective 2: To review response times on at least an annual basis.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Short-term and on-going

Objective 3: To maintain current staffing levels.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: On-going

Objective 4: To continue the Department's practice of not holding calls.

Assigned Responsibility: First-line operations supervisors

Timeframe for Implementation: Short-term and on-going

Strategy 3: Increase public awareness through public education and community involvement

Objective 1: To expand the use of social networking as a mechanism of communicating with the community.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term

Objective 2: To increase the number of viable, sustainable Neighborhood Watch groups.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term

Objective 3: To re-establish and revitalize the Department's Business Watch Program.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term

Objective 4: To identify and implement methods to enhance intra-departmental communications.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Short-term and on-going

Objective 5: To better structure the citizen ride-along program.

Assigned Responsibility: Operations Division Commander

Timeframe for Implementation: Short-term

Objective 6: To re-establish the Department's Citizens Police Academy.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Intermediate

Strategy 4: Ensure safety on Winter Park's roadways and waterways through effective enforcement, education, and engineering

Objective 1: To continue on-going interaction with the City engineer on traffic issues.

Assigned Responsibility: Lieutenant, Special Operations

Timeframe for Implementation: Short-term and on-going

Objective 2: To continue participation in the County Traffic Safety Team.

Assigned Responsibility: Lieutenant, Special Operations

Timeframe for Implementation: Short-term and on-going

Objective 3: To continue participation in the City's Bicycle and Pedestrian Advisory Board.

Assigned Responsibility: Lieutenant, Special Operations

Timeframe for Implementation: Short-term and on-going

Objective 4: To aggressively enforce drunk and impaired driving laws.

Assigned Responsibility: Operations Division Commander

Timeframe for Implementation: Short-term and on-going

Objective 5: To create an automated capability to track written warnings.

Assigned Responsibility: Records Manager

Timeframe for Implementation: Short-term

Objective 6: To continue traffic safety education efforts.

Assigned Responsibility: Community Services Division/Special Operations

Timeframe for Implementation: Short-term and on-going

Objective 7: To continue implementation of red light cameras at designated intersections.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Short-term and on-going

Objective 8: To continue participation in the International Association of Chiefs of Police (IACP) National Law Enforcement Challenge.

Assigned Responsibility: Special Operations

Timeframe for Implementation: Short-term and on-going

Objective 9: To continue participation in the Florida Law Enforcement Challenge.

Assigned Responsibility: Special Operations

Timeframe for Implementation: Short-term and on-going

Objective 10: To continue participation in the "Click It or Ticket" Challenge.

Assigned Responsibility: Special Operations

Timeframe for Implementation: Short-term and on-going

Objective 11: To continue participation in the Florida DUI Challenge.

Assigned Responsibility: Special Operations

Timeframe for Implementation: Short-term and on-going

Objective 12: To continue offering Junior Boatsmen safety education and training.

Assigned Responsibility: Special Operations

Timeframe for Implementation: Short-term and on-going

Objective 13: To assess and evaluate duties and functions assigned to Special Operations.

Assigned Responsibility: Operations Division Commander

Timeframe for Implementation: Short-term and on-going

DEPARTMENTAL GOAL 2

To provide effective and progressive equipment, resources, and technology to ensure community safety.

Strategy 1: Ensure the effective use of human, fiscal, and capital resources

Objective 1: To conduct an assessment of job responsibilities for each Departmental position.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Intermediate

Objective 2: To use the job responsibilities assessment to reallocate or request personnel.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Intermediate

Objective 3: To develop and utilize a job skills inventory for all Departmental personnel.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Intermediate

Objective 4: To conduct an inventory of all Departmental resources, including equipment, to assess adequacy, capabilities, and condition.

Assigned Responsibility: Division Commanders

Timeframe for Implementation: Short-term

Objective 5: To explore the feasibility of re-establishing the Department's Reserve Officer Program.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Long-term

Objective 6: To explore the use of community service officers to supplement police personnel.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Long-term

Objective 7: To continue the use of citizen volunteers.

Assigned Responsibility: Investigations/Community Services Division

Timeframe for Implementation: Short-term and on-going

Strategy 2: Provide proven technology fitted to the needs of this Department

Objective 1: To review the Department's computer aided dispatch (CAD) and records management system (RMS) for technological enhancements.

Assigned Responsibility: Records Manager
Timeframe for Implementation: Short-term

Objective 2: To explore the integration of the Department's information system and information-sharing capabilities with those of the Orange County Sheriff's Office and other State and local agencies.

Assigned Responsibility: Operations Division Commander
Timeframe for Implementation: Intermediate

Objective 3: To explore the feasibility of creating and hiring an information technology position within the Department.

Assigned Responsibility: Chief of Police
Timeframe for Implementation: Intermediate

Objective 4: To identify additional areas and systems which will provide improved cost efficiencies and reduce paperwork.

Assigned Responsibility: Records Manager
Timeframe for Implementation: Short-term and on-going

Objective 5: To continue efforts to upgrade computers used by Departmental personnel at their desks and in patrol cars, focused on their specific job needs and based on the availability of funding.

Assigned Responsibility: Deputy Chief of Police
Timeframe for Implementation: Intermediate

Objective 6: To ensure the involvement of the end user in assessing equipment capabilities and applications within the Department.

Assigned Responsibility: Deputy Chief of Police
Timeframe for Implementation: Short-term and on-going

Objective 7: To assess the need for a new composite identification system.

Assigned Responsibility: Lieutenant, Criminal Investigations
Timeframe for Implementation: Short-term

Objective 8: To evaluate traffic reconstruction software for future enhancements.

Assigned Responsibility: Lieutenant, Special Operations
Timeframe for Implementation: Short-term

Objective 9: To continue to review the evidence facility for improvements, including upgrades in technology and infrastructure and enhancements to processes.

Assigned Responsibility: Records Manager
Timeframe for Implementation: Short-term and on-going

Strategy 3: Provide proven equipment fitted to the needs of this Department

Objective 1: To ensure the ability to upgrade equipment as needed in the future.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Short-term and on-going

Objective 2: To ensure the involvement of the end user in assessing equipment capabilities and applications within the Department.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Short-term and on-going

Objective 3: To review the current polygraph capability to support elements of the Department.

Assigned Responsibility: Investigations/Community Services Division
Lieutenant

Timeframe for Implementation: Short-term

Strategy 4: Seek alternative funding sources for Departmental activities

Objective 1: To continue to seek grant funding for Departmental programs and operations.

Assigned Responsibility: Operations Division Commander

Timeframe for Implementation: Short-term and on-going

Objective 2: To review obsolete equipment for sale or disposal.

Assigned Responsibility: Division Commanders

Timeframe for Implementation: Short-term

Objective 3: To create an internal incentive program to reward our members for workable suggestions for effectiveness and efficiency of police operations.

Assigned Responsibility: Awards Committee

Timeframe for Implementation: Short-term

Objective 4: To provide a conduit for receiving citizen donations to the Department.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Short-term and on-going

Objective 5: To explore opportunities for greater use of forfeiture funds from drug and major cases.

Assigned Responsibility: Investigations/Community Services Division
Commander

Timeframe for Implementation: Short-term and on-going

Strategy 5: Ensure the fiscal integrity of the Department and maximize accountability for the effective use of public funds and resources

Objective 1: To maintain agency accreditation through the Commission for Florida Law Enforcement Accreditation (CFA).

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Short-term and on-going

Objective 2: To ensure an annual independent audit of the Department's fiscal activities.

Assigned Responsibility: Investigations/Community Services Division

Timeframe for Implementation: Short-term and on-going

Objective 3: To ensure an annual audit of the Informant and Evidence Fund.

Assigned Responsibility: Investigations/Community Services Division

Timeframe for Implementation: Short-term and on-going

Objective 4: To ensure annual and random audits of property and evidence in compliance with the requirements of the Commission for Florida Law Enforcement Accreditation.

Assigned Responsibility: Records Manager

Timeframe for Implementation: Short-term and on-going

Objective 5: To review progress and assess accomplishments under the Department's Strategic Plan.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Short-term and on-going

Objective 6: To annually update the Department's Strategic Plan prior to the City's budget process.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Short-term and on-going

DEPARTMENTAL GOAL 3

To provide a professional work environment that attracts and retains diverse, qualified members, recognizes employee excellence, and develops leadership through education and training.

Strategy 1: Provide appropriate personnel placement through an effective personnel management system

Objective 1: To develop and promulgate a formal Statement of Management Philosophy for the Department.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Short-term

Objective 2: To review the selection process in order to streamline the process and ensure on-going and timely communication with applicants.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term

Objective 3: To provide a more formal shift briefing time for Communications personnel.

Assigned Responsibility: Communications Center Manager

Timeframe for Implementation: Short-term

Objective 4: To develop an on-call program for the Communications Center.

Assigned Responsibility: Communications Center Manager

Timeframe for Implementation: Short-term

Objective 5: To review the need for a formal crime scene unit in the Department.

Assigned Responsibility: Investigations/Community Services Division Commander

Timeframe for Implementation: Short-term

Strategy 2: Enhance the well-being of our members

Objective 1: To annually assess the organizational climate within the Department and the needs of its members.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Intermediate

Objective 2: To develop a fitness/wellness program for Departmental personnel.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Long-term

Strategy 3: Recognize employee excellence

Objective 1: To develop a recognition program for member longevity.

Assigned Responsibility: Awards Committee

Timeframe for Implementation: Short-term

Objective 2: To enhance the use of “quality time” to recognize exceptional employee performance.

Assigned Responsibility: Chief of Police

Timeframe for Implementation: Short-term

Objective 3: To enhance the Department’s Awards Program.

Assigned Responsibility: Awards Committee

Timeframe for Implementation: Short-term

Objective 4: To develop an on-line program for receiving citizen commendations of Departmental personnel.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term

Objective 5: To reinstitute the annual Departmental meeting.
Assigned Responsibility: Chief of Police
Timeframe for Implementation: Short-term

Objective 6: To reinstitute a recognition program for accident-free driving.
Assigned Responsibility: Awards Committee
Timeframe for Implementation: Short-term

Strategy 4: Promote development of current and future leaders of the Department

Objective 1: To conduct an annual training needs assessment for sworn and civilian personnel assigned to leadership positions within the Department.
Assigned Responsibility: Community Services Division
Timeframe for Implementation: Intermediate

Objective 2: To encourage attendance by sworn and civilian personnel at external leadership, management, and supervisory courses, such as the Command Officers Development Course, Florida Leadership Academy, and Certified Public Manager program.
Assigned Responsibility: Deputy Chief of Police
Timeframe for Implementation: Short-term and on-going

Objective 3: To develop a formal “field training officer” program for new supervisors.
Assigned Responsibility: Field Training Officer Manager
Timeframe for Implementation: Intermediate

Objective 4: To develop a formal mentoring program for future Departmental leaders.
Assigned Responsibility: Division Commanders
Timeframe for Implementation: Long-term

Objective 5: To institute standardized and on-going training on internal affairs investigations for Departmental lieutenants and sergeants.
Assigned Responsibility: Deputy Chief of Police
Timeframe for Implementation: Short-term and on-going

Objective 6: To develop a professional standards capability, incorporating internal affairs and staff inspections, within the Department.
Assigned Responsibility: Chief of Police
Timeframe for Implementation: Long-term

Strategy 5: Commit to the professional development of our members

Objective 1: To monitor and ensure that all personnel meet minimum State and Departmental annual training requirements.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term and on-going

Objective 2: To conduct an annual training needs assessment for sworn and civilian personnel.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term and on-going

Objective 3: To increase high liability training.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term and on-going

Objective 4: To develop patrol reactivation training for officers returning to patrol from other assignments.

Assigned Responsibility: Field Training Officer Manager

Timeframe for Implementation: Short-term

Objective 5: To enhance the use of scenario-based training activities.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term and on-going

Objective 6: To identify and utilize other resources and venues within the community for police training.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term and on-going

Objective 7: To increase cross-training with personnel from other agencies.

Assigned Responsibility: Community Services Division

Timeframe for Implementation: Short-term and on-going

Objective 8: To encourage participation of Department members in professional associations and external job-related organizations.

Assigned Responsibility: Deputy Chief of Police

Timeframe for Implementation: Long-term



city commission agenda item

item type	Consent Agenda	meeting date	June 27, 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	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

subject

Electronic Community Conversations

motion | recommendation

Authorize city staff to continue Community Conversations electronically via a city blog format

background

The purpose of Community Conversations was for residents, the business community, civic and religious organizations, and other community stakeholders to share their hopes and aspirations for the future of the city. Through facilitated discussions and small group interaction, between the dates of May 11 through June 4, participants provided suggestions to the Mayor and City Commissioners who were in attendance to listen to the conversations.

While the numbers and the people who attended the workshops represented some segments of the community, they did not reflect the size and diversity of the city's population. Despite numerous efforts to publicize the initiative using a variety of mechanisms (press releases, website, Facebook, Twitter, E-News, Update, direct e-mails, posters, and flyers), the 80+ participants were a small fraction of the 28,000 residents of the city.

The purpose of Electronic Community Conversations would allow those that were unable to attend the meeting have a "conversation" online and the opportunity to provide the city with feedback via a city "blog" that is hosted on the city's website. The city's Social Media Policy will apply to this communication as it does to all the city's social media tools.

The "blog" format has more flexibility as participants can submit comments at any time throughout the duration of the blog (approximately 2-week timeframe). Access to a computer and the Internet is all that is needed. The participants name and address will be required before they are eligible to submit comments. Blogs will be reviewed by city staff prior to being posted online to avoid any inappropriate submissions as outlined by the city's Social Media Policy.

alternatives | other considerations

Electronic Community Conversations could be conducted with other types of online conversations tools such as:

- Twitter

- AmericaSpeaks.org
- UStream.tv
- Go To Meeting
- Elluminate

The downside to these options is that a specified time would be necessary to hold the conversation and could hinder participants from the conversation due to a conflict in their schedules. In addition, some programs require the purchase of the software to conduct the meetings and the information shared would be owned and hosted by a third party.

fiscal impact

None at this time if a blog is the electronic medium selected.

long-term impact

Increased community involvement

strategic objective

Quality Government Services and Financial Security

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 27th 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 27, 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 Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

Subject: Extension of the Cond. Use for the Winter Park Institute of Rollins College

Rollins College received conditional use approval on December 10, 2007 to use the Osceola Lodge (231 N. Interlachen) and the Bigelow House (230 N. Knowles) properties for the Winter Park Institute, an educational program for visiting scholars. That conditional use approval in 2007 carried with it a three year term beginning with the 2008-2009 academic year and ending with the 2010-2011 academic year. Rollins is requesting an extension to that conditional use approval.

Recommendation:

The Planning Board voted 5-0 for approval of the request which carries the one condition from 2007 limiting signage to eight square feet.

Summary:

Rollins College (Winter Park Institute) uses the Osceola Lodge as ancillary office space (study center) for visiting scholars who are living/visiting Winter Park and engaging in academic pursuits on campus and in the community. The Bigelow House is also similarly used as office space or as a residence for a visiting scholar. At times, one assistant is on-site to assist the visiting scholars and for building security. Parking is on-site. Small meetings occur in a conference room (living room) of Osceola Lodge but any larger events, presentations, receptions, etc. are held on campus or elsewhere in the community. The existing signage is modest and just indicates this as a Rollins College facility.

At the time this was first discussed, no one was sure exactly how the Winter Park institute would fit into the surrounding residential environment and since the initial lease with the Morse Foundation was just for three years, it seemed prudent to apply the same time period for the conditional use approval. As it has turned out, the impact of the Winter Park Institute has been as minimal as was originally expected. As a result, the conditional use approval should be extended indefinitely.



OCA Property Map

PRINT CONTACT

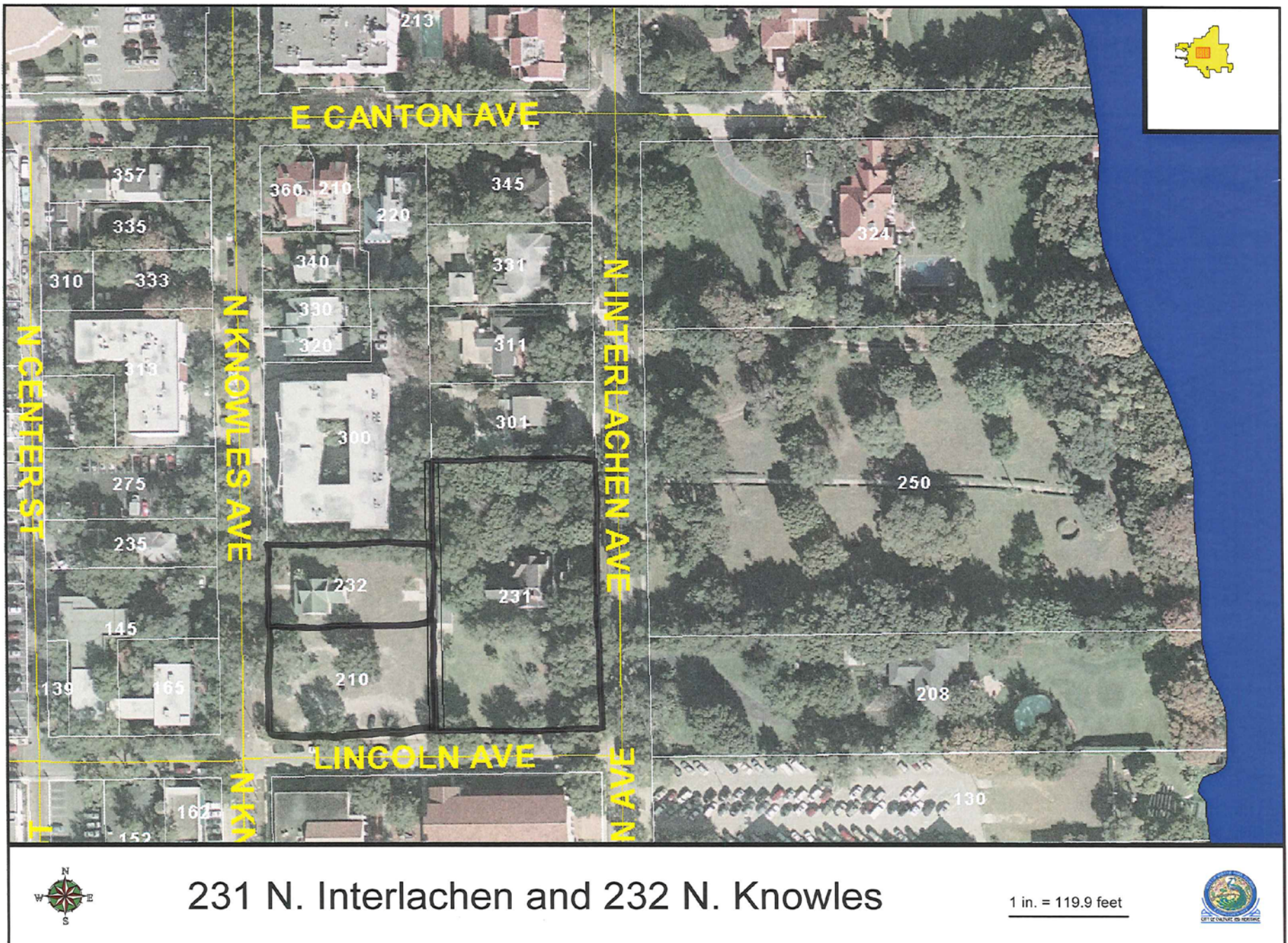


Parcel ID: 302205940018130 (Rng-Twn-Sec format)

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

0 100 ft

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





ROLLINS COLLEGE

VICE PRESIDENT AND TREASURER
1000 Holt Avenue - 2717
Winter Park, FL 32789-4499
(407) 646-2117 • FAX (407) 646-2114

April 27, 2011

Mr. Jeff Briggs
Director of Planning and Community Development
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Dear Jeff:

Rollins College and the Morse Foundation have agreed to extend the three-year agreement for the use of Osceola Lodge and Bigelow House for an additional three-year period to end in conjunction with the Rollins 2013-2014 academic year.

Conditions of the agreement remain the same, including commencement of discussions between the Foundation, Rollins College and the City of Winter Park to extend the agreement, six (6) months prior to its termination. If the Foundation and Rollins wish to continue the agreement, it will be subject to approval by the City.

The intended use of the facilities remain as an academic study center known as The Winter Park Institute. The mission of the Institute is to bring society's leading scholars, thought leaders, and artists to Rollins, not simply to give a lecture or performance, but to engage and share time and ideas with our students, faculty, and community. The Institute has been very successful at their mission and has provided a valuable cultural experience in enriching the lives of those in the community.

We respectfully request approval of this agreement by the City of Winter Park City Commission. Please contact me if you have any questions.

Sincerely,

Jeffrey G. Eisenbarth
Vice President Business & Finance and Treasurer

Info from Rollins in 2007



ROLLINS COLLEGE

VICE PRESIDENT AND TREASURER
1000 Holt Avenue - 2717
Winter Park, FL 32789-4499
(407) 646-2117 • FAX (407) 646-2114

The Winter Park Institute

The core mission of Rollins College's newly initiated institute is to foster a vital community of scholarly engagement. We will invite for limited residency distinguished faculty members on sabbatical from highly respected colleges and universities in addition to occasional thought-leaders in diverse fields. To promote an atmosphere of enlightened conversation, these top-echelon scholars will engage in on-going dialogue with one another, the Rollins faculty and students, and the greater Winter Park community.

Rollins College in partnership with the Charles Hosmer Morse Foundation and the Elizabeth Morse Genius Foundation seeks use of the handsomely restored Osceola Lodge and Bigelow House as the site for this institute. We believe that such proposed occupancy is appropriate for these historic homes and would provide a perfect atmosphere conducive to intimate scholarly pursuit and exchange. Our vision for Osceola is to serve as a quiet study center that will house the Institute's executive director and offices for a maximum of four temporary scholars and three additional sabbaticants along with a reading library and a conference parlor. The Bigelow property is planned as a potential residence for a scholar during his/her tenure at the Institute. Others will be housed in facilities off site. The maximum number of scholars and support staff at any given time would not exceed eight to ten people, and all parking for these occupants and any visitors would be on the property site. Any events such as lectures, seminars, or open conversations with the greater college community or the public will be held at various venues on the Rollins campus. We believe the "gentle" use of the Osceola/Bigelow facilities will be compatible with the ambiance of this charming Winter Park neighborhood.

Though we look to established places of scholarly engagement such as the Aspen Institute, the Santa Fe Institute, and the Radcliffe Institute at Harvard University as models to our own envisioned intellectual community, Rollins sees this center as unique in its offering. The Winter Park Institute, if housed at Osceola Lodge, will no doubt provide an alluring enclave for some of the thought-leaders we will be engaging, and in turn, it will bring a level of enriched conversation to the Winter Park community at large.

To inform the neighbors of our proposed use, Rollins hosted an open house at the Osceola Lodge and the Bigelow House and two neighborhood informational meetings. We believe that we have addressed neighborhood questions and concerns. Rollins College now respectfully requests approval from the Winter Park Planning and Zoning Commission and City Commission for our use of the Osceola Lodge and the Bigelow House for a three-year trial period. At the end of such time the College, the Morse/Genius Foundation, and the City will assess the merits of the Institute's on-going use of the facility. We believe the Institute will be a prestigious addition to Winter Park and a valuable benefit to Rollins College, thus making an important contribution to our shared community.

From: Bob Dilg
To: jbriggs@cityofwinterpark.org
Date: Sunday, November 4, 2007 8:21 PM
Subject: Winter Park Institute

Jeff,

I am writing in support of the Winter Park Institute. I live in a Whispering Waters condominium in very close proximity to the proposed Institute. Now that the Osceola Lodge and adjoining building have been lovingly restored, I can think of no better uses for those facilities than the ones now proposed for the Institute. The facilities are too valuable to leave idle.

Allowing at most 8 to 10 visiting scholars, professors and administrators during weekday working hours, with perhaps a resident scholar or two, would have no appreciable impact on our neighborhood. There would be no noticeable increase in traffic, except for a few receptions, which would be no different than events that regularly take place at the Methodist Church, Casa Feliz or the Golf Course. There would be no impact on neighborhood parking, as there is ample on-site parking. There is no reason to believe any events held there would be so noisy as to disturb the neighborhood beyond what takes place on occasion at the Methodist Church.

On the other hand, inviting visiting scholars to use the facilities would redound to the benefit of the community in multiple ways. It would promote scholarship. It would provide opportunities for seminars that would be attended by Rollins students and the general public. It would advertise the community, as the scholars in residence would communicate their experiences when they return to their permanent residences. On a more prosaic level, it would bring in persons and visitors who would eat and shop in Winter Park.

The Institute has presented the City with a singular opportunity to use a community asset in a way that would have only positive impacts on the neighborhood. I hope the City will not allow an isolated voice or two to dissuade it from permitting so desirable a use of a unique resource.

Sincerely,

G. Robertson Dilg
311 E. Morse Blvd. Unit 2-4

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<http://mail.yahoo.com>



September 17th, 2007

Gail Sinclair
Rollins College
1000 Holt Avenue – 2743
Winter Park, FL 32789

Dear Ms. Sinclair:

Reference: Rollins College letter dated September 10th, 2007.

As a nearby property owner, I wish to put on record that I strongly support the proposal to use Osceola Lodge on Interlachen Avenue as a study center for scholars. I concur that this will be a prestigious addition to Winter Park.

Rollins College is an integral part of the Winter Park community and I believe that this enhancement will further enrich its already invaluable contribution.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy S. Forrest", is written over a horizontal line.

Tracy S. Forrest
220 E Canton Avenue
Winter Park, FL 32789

Copy to:

James S. Williams
City Manager
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Lewis Duncan
Rollins College
1000 Holt Avenue – 2711
Winter Park, FL 32789

If you wish to register your support for Rollins College's use of Osceola Lodge as a study center for scholars in residence, we appreciate your signature below.

<u>Name</u>	<u>Address</u>
Maureen Brady	640 N. Park Ave, W.P.
Betty Wilson	102 S Interlachen W.P.
Leslie Hardy	215 E. Swoope Ave WP
Carol Nauvocki	520 Cornwell, WP.
Jimmy & Bill Parrelli	119 E. Morse Blvd.
John & Barbara Kendra	317 7th high
Wally Harper	223 E Canton Av.
Alan Spence	PO Box 1737, WB 32790
Therese Butler	102 S. Interlachen #206
Pamela Sherry	102 South Interlachen (#309)
Charles Corbach	102 S. Interlachen #506
Dick Baker	Lemmas Fiddlers.
Nancy Critchfield	645 N Interlachen
Beth Riley	100 S. Interlachen Ave
Charles L. Riley	"

If you wish to register your support for Rollins College's use of Osceola Lodge as a study center for scholars in residence, we appreciate your signature below.

<u>Name</u>	<u>Address</u>
<u>James Huggins</u>	<u>1600 Hibiscus Ave WP</u>
<u>Fay D. Eckerman</u>	<u>644 N Knolls Ave #16</u>
<u>Virginia Rygiel</u>	<u>1600 Hibiscus Ave W.P.</u>
<u>James + Janet Eldon</u>	<u>259 EAST CANTON AVE - WP.</u>
<u>Pete Young / David Meltzer</u>	<u>215 Canton Ave - WP,</u>
<u>Walt Goodman / Gilbert</u>	<u>106 S Interlachen Ave #319</u>
<u>Robert Beck</u>	<u>WP.</u> <u>457 Interlachen</u>
<u>Diana Baswell</u>	<u>716 N. INTERLACHEN</u>
<u>Robert Baswell</u>	<u>716 N. INTERLACHEN</u>
<u>Michael Hlavik</u>	<u>807 Golfview Terr</u>
<u>Anne Virene</u>	<u>801 Interlachen Ave</u>
<u>Linda + Charles Kuhlmann</u>	<u>257 E. CANTON AVE</u>
<u>Rudolf + Kathy Hlavik</u>	<u>540 N. INTERLACHEN</u>
<u>Judith Meyers</u>	<u>P.O. Box 554 WP 32790-0554</u>
<u>DAVID A OAKHOLME</u>	<u>199 E. WILBOURNE AVE #</u> <u>WINTER PARK FL 32789</u>

If you would like us to contact you to discuss further comments or concerns, please sign below.

Name

Phone Number

Jane Hall

535 Tindler Ave # 207

DAVIS



CITY OF WINTER PARK Planning & Zoning Commission

Regular Meeting
Commission Chambers

June 7, 2011
7:00 p.m.

MINUTES

Mr. Krecicki called the meeting to order at 7:00 p.m. in the Commission Chambers of City Hall.

Present: Chairman Drew Krecicki, Sarah Whiting, George Livingston, Randall Slocum and James Johnston. Staff: Planning Director Jeffrey Briggs, Planning Technician Caleena Shirley and Recording Secretary Lisa Smith.

Approval of minutes – May 3, 2011 – Approved by a 5-0 vote as presented.

PUBLIC HEARINGS:

REQUEST OF ROLLINS COLLEGE TO: AMEND THEIR CONDITIONAL USE APPROVAL TO EXTEND THE USE OF OSCEOLA LODGE AND BIGELOW HOUSE AT 231 N. INTERLACHEN AVENUE AND 230 N. KNOWLES AVENUE, ZONED R-2/R-3 FOR THE WINTER PARK INSTITUTE.

Planning Director Jeff Briggs presented an overview of the request and explained that Rollins College received conditional use approval on December 10, 2007 to use the Osceola Lodge (231 N. Interlachen) and the Bigelow House (230 N. Knowles) properties for the Winter Park Institute, an educational program for visiting scholars. (Those properties are leased by Rollins College from the Charles Hosmer Morse Foundation.) He said that the conditional use approval in 2007 carried with it a three year term beginning with the 2008-2009 academic year and ending with the 2010-2011 academic year. Rollins is requesting an extension to that conditional use approval. He further explained that Rollins College (Winter Park Institute) uses the Osceola Lodge as ancillary office space (study center) for visiting scholars who are living/visiting Winter Park and engaging in academic pursuits on campus and in the community. The Bigelow House is also similarly used as office space or as a residence for a visiting scholar. At times, one assistant is on-site to assist the visiting scholars and for building security. Parking is on-site. Small meetings occur in a conference room (living room) of Osceola Lodge but any larger events, presentations, receptions, etc. are held on campus or elsewhere in the community. The existing signage is modest and just indicates this as a Rollins College facility. Staff recommended approval of the request, which carries with it, the one condition from 2007, limiting signs to 8 square feet. He responded to Board member questions and concerns.

Laura Coar, represented Rollins College Facilities Management. She agreed with staff recommendations. No one wished to speak concerning the request. Public Hearing closed.

The Planning Board concurred that this program has been an asset to the city and has fit into the neighborhood without problems or complaints. **Motion made by Mr. Krecicki, seconded by Mrs. Whiting to approve the request. Motion carried unanimously with a 5-0 vote.**



city commission public hearing

item type	Public Hearing	meeting date	June 27, 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 Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

Subject: Conditional Use for the Bush Science Center at Rollins College

Rollins College plans a major renovation and redevelopment of the Bush Science Center building on campus. As a building over 10,000 square feet, this project requires Planning Board and City Commission conditional use approval.

Recommendation:

The Planning Board voted 5-0 for approval with no conditions.

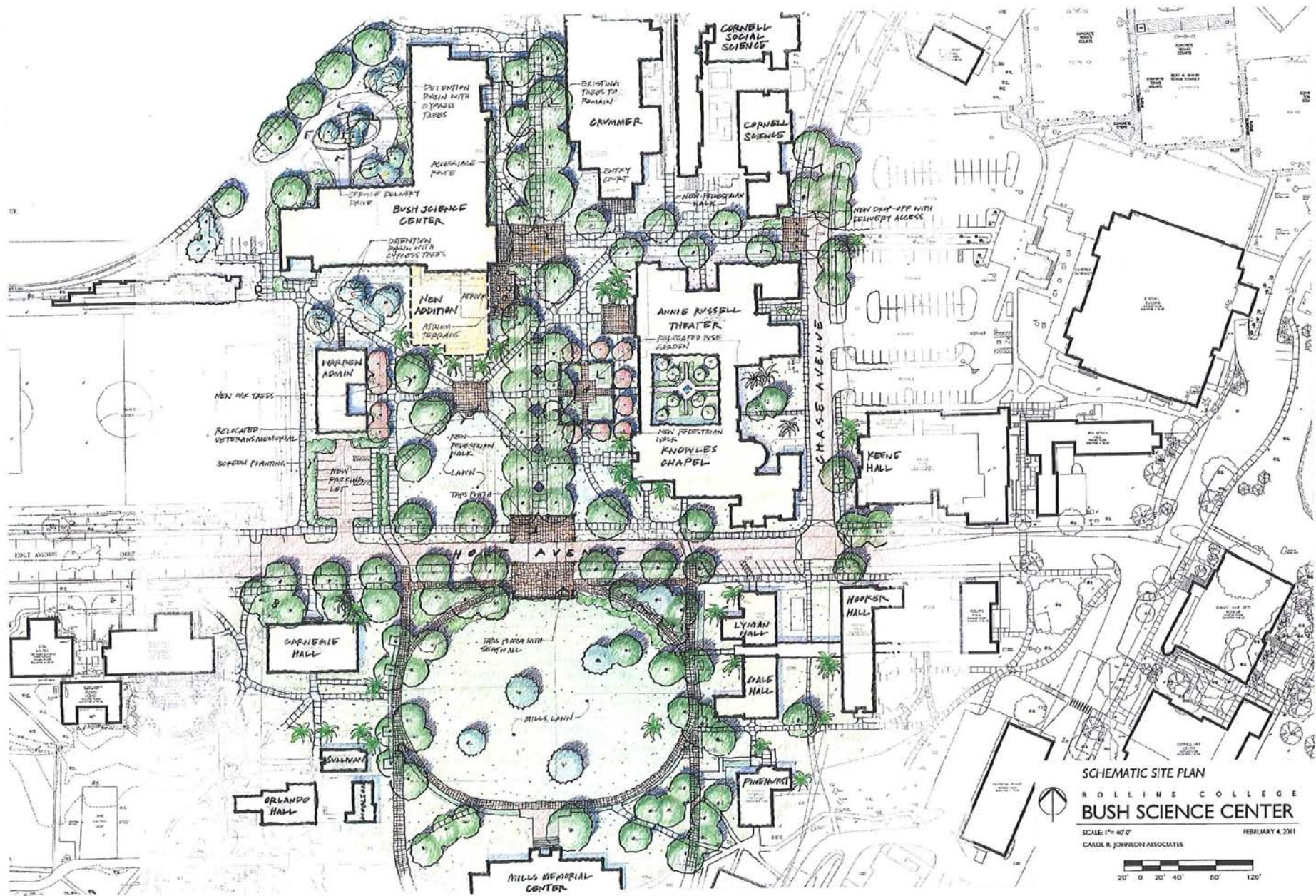
Summary:

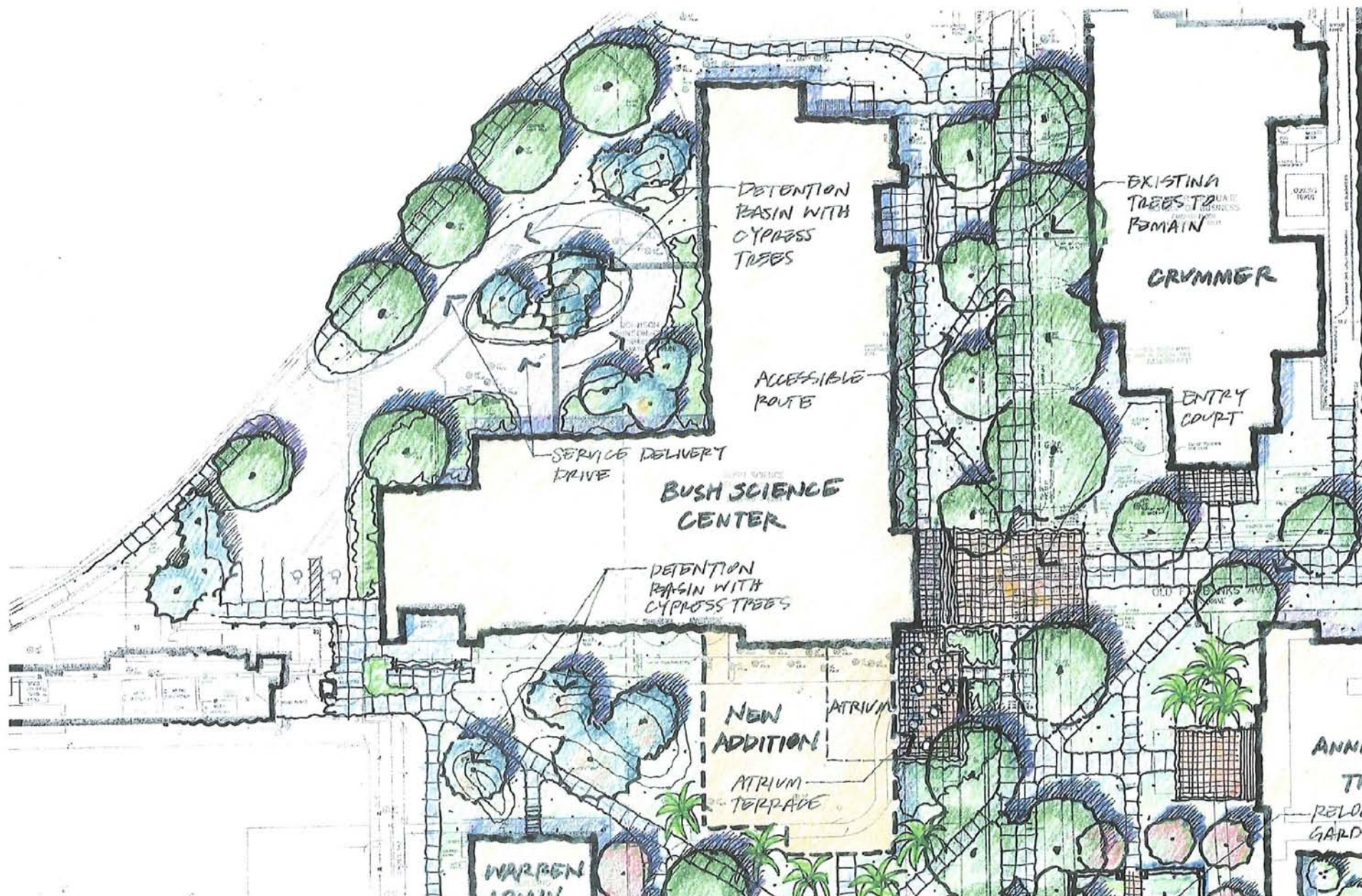
The vast majority of this project is a complete interior renovation of the existing Bush Science Center building. The exterior part of the project is the removal of 10,000 square feet of the building area on the "Fairbanks" frontage of the building and the construction of a new 12,000 square foot three story addition to the south toward the Administration Building. This will facilitate beautification of the Fairbanks frontage side of the Bush Science Center, visible to the public along Fairbanks. One visual improvement is adding more windows on this side of the façade. In addition, the driveway area is being redone both to add storm water retention and to provide new space for new landscaping and new trees. So the visual from Fairbanks Avenue will be positively improved.

You will also note another new storm water retention area is being created in the space between the Bush Science Center and the Administration building.

Lastly, the plan also removes the existing parking lot for the Administration building and replaces that parking lot and access road with a 'college square' lawn and open space area. A much smaller new parking lot is relocated to the south side of the Administration building.

These plans will be an improvement both to the Rollins College campus as well as the public's visual perspective from Fairbanks Avenue.













REQUEST OF ROLLINS COLLEGE FOR: CONDITIONAL USE APPROVAL UNDER THE LARGE BUILDING ORDINANCE TO RENOVATE AND EXPAND THE BUSH SCIENCE CENTER BUILDING ON THE CAMPUS OF ROLLINS COLLEGE AT 1000 HOLT AVENUE, ZONED PQP.

Planning Director, Jeffrey Briggs presented the staff report and explained that Rollins College plans a major renovation and redevelopment of the Bush Science Center building on campus. Because the proposed building addition is over 10,000 square feet, this project requires Planning Board and City Commission conditional use approval. He noted that the vast majority of this project is a complete interior renovation of the existing Bush Science Center building. The exterior part of the project is the removal of 10,000 square feet of the building area on the "Fairbanks" frontage of the building and the construction of a new 12,000 square foot three story addition to the south toward the Administration Building. He said that the re-shaping of the building is very fortunate because it will allow for the Fairbanks frontage side of the Bush Science Center, visible to the public along Fairbanks, to get a more attractive image by adding more windows on this side of the façade. In addition, the driveway area is being redone both to add storm water retention and to provide new space for new landscaping and new trees. So the visual from Fairbanks Avenue will be positively improved. He pointed out that another new storm water retention area is being created in the space between the Bush Science Center and the Administration building. Lastly, the plan also removes the existing parking lot for the Administration building and replaces that parking lot and access road with a 'college square' lawn and open space area. A much smaller new parking lot is relocated to the south side of the Administration building. He said that planning staff believes that these plans will be an improvement both to the Rollins College campus as well as the public's visual perspective from Fairbanks Avenue. Staff recommended approval of the request. Mr. Briggs responded to Board member questions and concerns.

Laura Coar, represented Rollins College Facilities Management. She agreed with staff recommendations. No one wished to speak concerning the request. Public Hearing closed.

The Board members asked questions about the Fairbanks Avenue façade elevation and the changes that will be visible along that side. Ms. Coar responded to questions about the height of the building and addition and concerning the landscape program on the Fairbanks Avenue frontage.

Motion made by Mr. Krecicki, seconded by Mr. Livingston to approve the request. Motion carried unanimously with a 5-0 vote.

LAKEFRONT SITE PLAN REVIEWS:

REQUEST OF ROLLINS COLLEGE FOR: APPROVAL OF A NEW SWIMMING POOL AND POOL HOUSE ON THE LAKE FRONTAGE OF SUTTON PLACE SOUTH AT 500 OSCEOLA AVENUE ON LAKE VIRGINIA, ZONED R-3.

Planning Director Jeffrey Briggs said that Rollins College is requesting approval to redevelop the lakefront of the Sutton Place student residences at 500 Osceola Avenue. The property is adjacent to Ollie Avenue and the Dinky Dock Park public boat ramp. On the other side of this property is the President's Residence for Rollins College. Mr. Briggs stated that this project entails the removal of the existing swimming pool, pool deck and all other improvements. The project rebuilds a swimming pool (lagoon/pool), an open sided pool house shade structure and walkways or boardwalks down to the pool and student dock. He noted that reconstruction of the docks has already been approved by the Lakes and Waterways Board and reflects a decrease in the size/square footage of the facilities. He provided

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 27th day of June, 2011.

Kenneth W. Bradley, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk



city commission agenda item

item type	Public Hearing	meeting date	June 27, 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

Resolution providing for a lease-purchase agreement with BB&T for the purpose of financing the acquisition of air conditioning and lighting improvements to certain City facilities.

motion | recommendation

Approve resolution providing for a lease-purchase agreement with BB&T for the purpose of financing the acquisition of air conditioning and lighting improvements to certain 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.

In addition to the resolution authorizing the lease-purchase agreement are several other items:

1. The proposal from BB&T
2. Lease agreement with BB&T
3. Project funding agreement
4. Project fund requisition
5. Closing certificate
6. Use of proceeds certificate
7. BB&T insurance requirements
8. Form of City Attorney's opinion
9. IRS form 8038-G

The City Attorney is working with BB&T on some of the terms in the lease agreement. Resolution of these terms will be presented to the City Commission on June 27 when this item is being discussed by the Commission.

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.

VIA ELECTRONIC TRANSMISSION

June 16, 2011

Mr. Charles W. Hamil whaml@cityofwinterpark.org
Finance Director, City of Winter Park
401 S. Park Avenue
Winter Park, Florida 32789

Governmental Finance
5130 Parkway Plaza Blvd.
Charlotte, NC 28217
(704) 954-1700
Fax (704) 954-1799

mcomstock@bbandt.com
direct dial: 704-954-1752

Dear Mr. Hamil:

We at Branch Banking and Trust Company are pleased that we will be working with you to provide financing for the City's energy conservation measures. By this letter we want to provide you with our proposed draft financing documents, and also outline the additional documentation we will need from you to close the financing.

We have enclosed the following draft documents for this financing:

1. **Lease Agreement.** This is the main document for the financing. The Lease Agreement sets out the loan and repayment terms, provides for the security interest that secures the loan and contains other provisions related to the City's care and use of the property being financed.
2. **Project Fund Agreement.** The Project Fund Agreement provides for the custody of financing proceeds pending their use on project costs. Please let us know as soon as possible if you will need any funds paid out at closing; we will need to know the exact amount you need at least three days prior to closing.
3. **Closing certificate.** This certificate, among other things, identifies the officials authorized to sign financing documents. **Please note that we will need you to attach at closing a certified copy or executed original of the approving resolution your governing board adopts for this financing** (our suggested form of this resolution was attached to our financing proposal to you).
4. **Use of proceeds certificate.** This certificate provides information regarding the City's planned use and expenditure of financing proceeds, to document compliance with federal rules for tax-exempt financing. You will see that there are some blanks in paragraph four; we need information from you to complete these blanks. *The federal tax rules applicable to local government financings can be tricky and technical; please let us know if you want to discuss any aspect of the applicable tax rules.*
5. **Attorney's legal opinion.** The attorney's opinion must be on his or her letterhead, dated the day of closing and delivered at closing. **The opinion will not be valid if it is dated prior to the closing.**

6. **IRS Form 8038-G.** This form is used to provide the required notification to the IRS regarding the tax-exempt financing.
7. **Invoicing Information Sheet.** We have also enclosed a form requesting invoicing instructions. Please complete and return this form along with the other documents so that we will know where to send reminder invoices for your payments.
8. **Copy of Certificate of Property and Liability Insurance.** Please note our insurance requirements have changed. BB&T requires extended coverage property damage in an amount equal to the estimated replacement cost and **must include a lender's loss payable endorsement** in favor of BB&T. In addition, BB&T requires comprehensive general liability insurance for personal injury or death and property damage and **must include BB&T as an additional insured. We have enclosed a summary sheet of our insurance requirements for you to forward to your insurance agent to assist in the preparation of the insurance certificate.** (The insurance certificate may be submitted post-closing with a requisition for funds from the project fund account).

We appreciate your attention to these items. Should you have questions after reviewing the enclosed documents, please do not hesitate to contact either me or Mike Smith at 407-241-3570. Closing is scheduled for June 29, 2011.

Sincerely,

BB&T Governmental Finance



Mary Comstock, NCCP
Contract Administrator

Enclosures

cc: Ken Artin, Esq., with enclosures kartin@bmolaw.com
Alecia Ingram, Esq., with enclosures aingram@bmolaw.com
Jay Glover, with enclosures GLOVERJ@pfm.com
Mike Smith, with enclosures mcsmith@bbandt.com

Branch Banking and Trust Company

Financing for the City of Winter Park, Florida -- Document Checklist

1. Lease Agreement, with Exhibits:
 - A) Project/Equipment description
 - B) Payment schedule
2. Project Fund Agreement
3. Closing Certificate with
 - A) Certified copy of resolution
4. Use of Proceeds Certificate
5. Copy Certificate of Insurance [may be submitted post closing with a requisition for funds from the project fund account]
6. City Attorney's closing opinion
7. Internal Revenue Service Form 8038-G
8. Invoicing Information Sheet
9. Closing Fee Invoice

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is dated as of June 29, 2011, and is between the **CITY OF WINTER PARK**, a public body of the State of Florida (the "City"), and **BRANCH BANKING AND TRUST COMPANY** ("BB&T").

RECITALS:

The City has the power to acquire such personal property as it may deem appropriate for carrying out its governmental and proprietary functions, and to acquire such property pursuant to lease agreements. This Agreement provides for BB&T to make available to the City the sum of \$1,725,656.00 to enable the City to acquire the Equipment (as defined below) by lease, and provides for securing the City's obligations under this Agreement in favor of BB&T.

NOW THEREFORE, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

"Additional Payments" means any of BB&T's reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of BB&T's expenses (including reasonable attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which BB&T is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the City (or paid by BB&T on the City's behalf) due and owing under this Agreement (together with interest that may accrue on any of the above if the City shall fail to pay the same, as set forth in this Agreement).

"Amount Advanced" has the meaning assigned in Section 2.02.

"Base Payments" means the rental payments payable by the City pursuant to Section 3.01.

"Bond Counsel Opinion" means a written opinion (in form and substance acceptable to BB&T) of an attorney or firm of attorneys acceptable to BB&T.

"Budget Officer" means the City officer from time to time charged with preparing the City's draft budget as initially submitted to the Governing Board for its consideration.

"Business Day" means any day on which banks in the State are not by law authorized or required to remain closed.

"City" means the City of Winter Park, Florida.

"City Representative" means the City's Finance Director or such other person or persons at the time designated, by a written certificate furnished to BB&T and signed on the City's behalf by the presiding officer of the City's Governing Board, to act on the City's behalf for any purpose (or any specified purpose) under this Agreement.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the City's obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

"Equipment" has the meaning assigned in Section 2.03, and is generally expected to include the personal property described in Exhibit A.

"Event of Default" means one or more events of default as defined in Section 6.01.

"Event of Nonappropriation" means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the City that includes an appropriation for Required Payments as contemplated by Section 3.05.

"Fiscal Year" means the City's fiscal year beginning October 1, or such other fiscal year as the City may later lawfully establish.

"Governing Board" means the City Council of the City of Winter Park, Florida as from time to time constituted.

"Net Proceeds," when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the City or BB&T for amounts previously expended to remedy the event giving rise to such payment or proceeds.

"Payment Dates" means the dates indicated in Exhibit B.

"Prime Rate" means the interest rate so denominated and set by Branch Banking & Trust Company of North Carolina (whether or not such Bank, or any affiliate thereof, is at any time the counterparty to this Agreement) as its "Prime Rate," as in effect from time to time.

"Project Costs" means all costs of the design, planning, acquiring and installing the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments payable by the City under this Agreement, including (a) sums required to reimburse the City or its agents for advances for any such costs, (b) interest during the period of the acquisition and installation of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

"Project Fund" has the meaning assigned in Section 2.02.

"Project Fund Agreement" has the meaning assigned in Section 2.02.

"Required Payments" means Base Payments and Additional Payments.

"State" means the State of Florida.

All references in this Agreement to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II

LEASE; ADVANCE

2.01. Lease. BB&T hereby leases to the City, and the City hereby leases from BB&T, the Equipment, for a term beginning on the Closing Date and ending upon final payment of all Required Payments, unless this Lease is earlier terminated. The City shall be entitled to possession of all property constituting any portion of the Equipment and may retain possession of all property constituting any portion of the Equipment so long as no Event of Default is continuing under this Agreement and no Event of Nonappropriation has occurred.

2.02. Advance. BB&T advances \$1,725,656.00 (the "Amount Advanced") to the City on the Closing Date, and the City hereby accepts the Amount Advanced from BB&T. BB&T is advancing the Amount Advanced by making a deposit to the Project Fund (the "Project Fund") as

provided in the Project Fund Agreement of even date between City and BB&T. All amounts on deposit in the Project Fund including the Amount Advanced and all investment earnings shall be used only for Project Costs until the Project Fund is terminated as provided under the Project Fund Agreement. Notwithstanding anything herein to the contrary, no funds will be advanced to Lessee hereunder until BB&T receives from Lessee the vehicle identification number(s) (VIN) and/or serial number(s) associated with the Equipment.

2.03. [Reserved].

2.04. City's Limited Obligation. (a) No provision of this Agreement shall be construed or interpreted as creating a pledge of the City's faith and credit within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as an improper delegation of governmental powers or as a donation or a lending of the City's credit within the meaning of the State constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys (other than the funds held under the Project Fund Agreement or this Agreement), nor shall any provision of this Agreement restrict the future issuance of any of the City's bonds or obligations payable from any class or source of the City's moneys (except to the extent this Agreement restricts the incurrence of additional obligations secured by the Equipment).

(b) Nothing in this Section is intended to impair or prohibit execution on the Equipment if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement or the Project Fund Agreement.

2.05. City's Continuing Obligations. The City shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) BB&T's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the City, a subsequent owner of the Equipment or any other person;

(c) The release of part of the Equipment or the release of any party who assumes all or any part of such performance;

(d) Any act or omission by BB&T (but this section provision does not relieve BB&T of any of its obligations under this Agreement) or the Project Fund Agreement;

(e) The sale of all or any part of the Equipment.

ARTICLE III

LESSEE'S PAYMENT OBLIGATION AND RELATED MATTERS

3.01. Rental; Purchase Option. (a) As rental for the Equipment, the City shall make Base Payments to BB&T in lawful money of the United States at the times and in the amounts set forth in Exhibit B, except as otherwise provided in this Agreement. As indicated in Exhibit B, the Base Payments reflect the repayment of the Amount Advanced and include designated interest components.

(b) Upon payment of all the Base Payments and all Additional Payments, the City may, at its option, purchase all of BB&T's interest in the Equipment, on an as-is, where-is basis, upon notice and payment to BB&T of the sum of Ten Dollars. Upon such purchase, this Agreement and BB&T's interest in the Equipment shall automatically terminate (subject to the performance of any obligations that survive termination of this Agreement). Upon the City's request, BB&T shall provide the City with written evidence of the termination of BB&T's interest in the Equipment as provided above. This option to purchase the Equipment is personal to the City and is not assignable.

3.02. Additional Payments. The City shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

3.03. Prepayment. At its option on any on any scheduled Payment Date, the City may prepay the outstanding principal component of the Amount Advanced (in whole but not in part), and thereby obtain ownership of all the Equipment free of this lease and BB&T's interest in the Equipment, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 101% of the outstanding principal component of the Amount Advanced.

3.04. Late Payments. If the City fails to pay any Base Payment when due, the City shall pay additional interest on the principal component of the late Base Payment at an annual rate equal to the Prime Rate from the original due date.

3.05. Appropriations. (a) The Budget Officer shall include in the initial proposal for each of the City's annual budgets the amount of all Base Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the City's final budget for such Fiscal Year.

(b) The Budget Officer shall deliver to BB&T, within 15 days after the beginning of each Fiscal Year, a certificate stating whether an amount equal to the Base Payments and estimated Additional Payments coming due during the next Fiscal Year has been appropriated by the City in such budget for such purposes.

(c) The actions required of the City and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every City official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the City.

(d) The City represents that it has funds available to pay the Required Payments through the end of the current Fiscal Year.

3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The City assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Base Payments shall be made in all events unless the City's obligation to make Base Payments is terminated as otherwise provided in this Agreement.

3.07. Interest Rate and Payment Adjustment. (a) "Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining (i) that the interest component of Base Payments, or any portion thereof, is includable in any counterparty's gross income for federal income tax purposes or (ii) that the City's obligations under this Agreement are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event"), in any case as a result of any misrepresentation by the City or as a result of any action the City takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Base Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any counterparty's gross income for federal income tax purposes (in the case of a 265 Event, retroactively to the Closing Date).

(c) The City shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the fact that any particular counterparty may not be a counterparty to this Agreement on the date of a Rate Adjustment Event. The City shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another counterparty.

ARTICLE IV

LESSEE'S' COVENANTS, REPRESENTATIONS AND WARRANTIES

4.01. Indemnification. Except for the negligent acts or omissions of BB&T, to the extent permitted by law, the City shall indemnify, protect and save BB&T and its officers and directors harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting from the Equipment or the transactions contemplated by this Agreement, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive the Agreement's termination, except for those matters which arise from BB&T's (or anyone BB&T sells or re-leases the Equipment to) use, operation, ownership, condition or maintenance of the Equipment following termination of this Agreement.

4.02. Covenant as to Tax Exemption. (a) The City shall not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Agreement to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments to which such components would otherwise be entitled. If the City should take or permit, or omit to take or cause to be taken, any such action, the City shall take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(b) In particular, the City covenants that it shall not permit the Amount Advanced, plus the investment earnings thereon (the "Proceeds"), to be used in any manner that would result in 5% or more of the Base Payments being directly or indirectly secured by an interest in property, or derived from payments in respect of property or borrowed money, being in either case used in a trade or business carried on by any person other than a governmental unit, as provided in Code Section 141(b), or result in 5% or more of the Proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Code Section 141(c); provided, however, that if the City receives a Bond Counsel Opinion that compliance with any such covenant is not required to prevent the interest components of Base Payments from being includable in the counterparty's gross income for federal income tax purposes under existing law, the City need not comply with such covenant.

(c) Unless the City qualifies for one or more exceptions to the arbitrage rebate requirement with respect to this financing, the City shall provide for the rebate to the United States of (i) at least 90% of the required rebate amount (A) on or before 60 days after the date that is five years from the Closing Date, and (B) at least once during each five years thereafter while the Obligations remain outstanding, and (ii) the entire required rebate amount on or before 60 days after the date of final payment of the Obligations. Payments shall be made in the manner prescribed by the Internal Revenue Service. The City shall cause the required rebate amount to be recomputed as of each fifth anniversary of the Closing Date, and again as of the date of final payment of the

Obligations. The City shall provide BB&T with a copy of the results of such computation within 20 days after the end of each computation period or final payment of the Obligations. Each computation shall be prepared or approved, at the City's expense, by a person with experience in matters of accounting for federal income tax purposes, a bona fide arbitrage rebate calculating and reporting service, or nationally-recognized bond counsel, in any case reasonably acceptable to BB&T. The City shall engage such rebate consultant to perform the necessary calculations not less than 60 days prior to the date of the required payment.

(d) The City acknowledges that its personnel must be familiar with the arbitrage rebate rules, because the tax-exempt status of the interest on the Obligations depends upon continuing compliance with such rules. The City therefore covenants to take all reasonable action to assure that City personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

4.03. Validity of Organization and Acts. The City is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the City.

4.04. Maintenance of Existence. The City shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the City's obligations under this Agreement.

4.05. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the City's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the acquisition and installation of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

4.06. No Breach of Law or Contract. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the City's knowledge, constitutes a violation of any provision of law governing the City or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the City is a party or by which the City is bound.

4.07. No Litigation. There is no litigation or any governmental administrative proceeding to which the City (or any official thereof in an official capacity) is a party that is pending or, to the best of the City's knowledge after reasonable investigation, threatened with respect to (a) the City's organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions

contemplated by this Agreement, (d) the title to office of any Governing Board member or any other City officer, (e) any authority or proceedings relating to the City's execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

4.08. No Current Default or Violation. (a) The City is not in violation of any existing law, rule or regulation applicable to it, (b) the City is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the City is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

4.09. No Misrepresentation. No representation, covenant or warranty by the City in this Agreement is false or misleading in any material respect.

4.10. Environmental Warranties and Indemnification. (a) The City warrants and represents to BB&T that, to the best of the City's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials.

(b) The City covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the City or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The City shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the City receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the City shall immediately notify BB&T. The City shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies.

(d) "Hazardous Materials" means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as

amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

(e) To the extent permitted by law, the City shall indemnify and hold BB&T harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against BB&T as a result of any warranty or representation made by the City in subsections (a) through (c) above being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by BB&T or the City or any transferee or assignee BB&T or the City.

(f) The City's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments under this Agreement.

4.11. Further Instruments. Upon BB&T's request, the City shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by BB&T to carry out more effectively the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and all or any part of the Equipment intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

4.12. BB&T's Advances for Performance of City's Obligations. If the City fails to perform any of its obligations under this Agreement, BB&T is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by BB&T (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Equipment, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Agreement. The City promises to pay all such amounts to BB&T immediately upon demand.

4.13. Equipment Will Be Used and Useful. The acquisition and installation of the Equipment is necessary and expedient for the City, and will perform essential functions of the City appropriate for units of local government. The City has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Equipment will not be used in any private business or put to any private business use.

4.14. Financial Information. (a) The City shall send to BB&T a copy of the City's audited financial statements for each Fiscal Year within 30 days of the City's acceptance of such statements, but in any event within 180 days of the completion of such Fiscal Year.

(b) The City shall furnish BB&T, at such reasonable times as BB&T shall request, all other financial information (including, without limitation, the City's annual budget as submitted or approved) as BB&T may reasonably request. The City shall permit BB&T or its agents and representatives to inspect the City's books and records and make extracts therefrom.

4.15. Taxes and Other Governmental Charges. The City shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The City shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including BB&T's interest, or the rentals and revenues derived therefrom or hereunder).

4.16 City's Insurance. (a) The City shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the estimated replacement cost, including installation costs, of the Equipment. Such property damage insurance shall include BB&T as a loss payee. The City shall provide evidence of such coverage to BB&T promptly upon installation of the Equipment. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 5.14.

ARTICLE V

THE EQUIPMENT

5.01. Acquisition and Installation. The City shall comply with all provisions of law applicable to the acquisition of the Equipment, accept all portions of the Equipment when properly delivered, provide for the proper installation thereof and thereafter promptly place each such portion in service.

5.02. Changes in Location. The City shall promptly inform BB&T if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

5.03. Acquisition and Installation within Funds Available. The City represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefore in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the City

promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the City under this Agreement.

5.04. Disclaimer of Warranties. The City agrees that BB&T has not designed the Equipment, that BB&T has not supplied any plans or specifications with respect thereto and that BB&T (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the City intends therefore, or (iii) is safe in any manner or respect.

BB&T MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the City is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Agreement, and the City hereby waives the benefits of any and all implied warranties and representations of BB&T.

The provisions of this Section shall survive the Agreement's termination.

5.05. Right of Entry and Inspection. Upon notice to the City and during normal business hours, BB&T and its representatives and agents shall have the right to enter upon the City's property and inspect the Equipment from time to time during installation and after the completion of installation, and the City shall cause any vendor, contractor or sub-contractor to cooperate with BB&T and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon BB&T any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by BB&T shall be deemed to impose upon BB&T any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon BB&T, and no warranties (either

express or implied) are made by BB&T as to the quality or fitness of any improvement, any such inspection and approval being made solely for BB&T's benefit.

5.06. Compliance with Requirements. (a) The City shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The City shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof.

(c) The City shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.

(d) The City shall in no event use the Equipment or any part thereof, nor knowingly allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

5.07. Use and Operation. The City shall use and operate the Equipment and related property as golf carts, and for no other purpose unless required by law. The City shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

5.08. Maintenance and Repairs; Additions. (a) The City shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The City may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The City shall do, or cause to be done, all such things as may be required by law in order fully to protect the interests of and all of BB&T's rights under this Agreement.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the "Equipment" for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) above, however, the City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and

other tangible property in or on the Equipment. All such property shall remain the City's sole property in which BB&T shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to BB&T's interest arising under this Agreement if BB&T shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

5.09. Security. The City shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the City's personal property that is not subject to this Agreement.

5.10. Utilities. The City shall pay all charges for utility services furnished to or used on or in connection with the Equipment.

5.11. Risk of Loss. The City shall bear all risk of loss to and condemnation of the Equipment.

5.12. Condemnation.

(a) The City shall immediately notify BB&T if any governmental authority shall institute, or shall notify the City of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The City shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to BB&T, and to the extent permitted by law hereby irrevocably authorizes and empowers BB&T, in the City's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the City receives any Net Proceeds arising from any such action, the City shall apply such Net Proceeds as provided in Section 5.14.

(b) If any of the real or personal property acquired or improved by the City (in whole or in part) using any portion of the Amount Advanced consists of or is located on any real property acquired by the City through the exercise of the power of eminent domain, or through the threat of the exercise of the power of eminent domain, then during the term of this Agreement the City may not transfer any interest in such real property to any entity other than a local governmental unit without BB&T's prior express written consent.

5.13. No Encumbrance, Mortgage or Pledge of Equipment.

(a) The City shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The City shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The City shall reimburse BB&T for any expense incurred by BB&T to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

5.14. Damage and Destruction; Use of Net Proceeds. (a) The City shall promptly notify BB&T if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is not more than \$50,000, the City shall retain such Net Proceeds and apply the same to the prompt completion, repair or restoration of the Equipment, and shall promptly thereafter report to BB&T regarding the use of such Net Proceeds.

(c) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is more than \$50,000, then the City shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) designated by BB&T for deposit in a special escrow fund to be held by such escrow agent. The City shall thereafter provide for the application of all Net Proceeds to the prompt completion, repair or restoration of the Equipment, as the case may be. The escrow agent shall disburse Net Proceeds for the payment of such costs upon receipt of requisitions in the form of Exhibit A to the Project Fund Agreement. If the Net Proceeds shall be insufficient to pay in full the cost of completion, repair or restoration, the City shall either (i) complete the work and pay any cost in excess of the Net Proceeds, or (ii) not carry out such completion, repair or restoration, and instead apply the Net Proceeds, together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03.

(d) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the City's property and shall be part of the Equipment.

ARTICLE VI

DEFAULTS AND REMEDIES; TERMINATION

6.01. Events of Default. An "Event of Default" is any of the following:

(a) The City's failing, other than due to an Event of Non-Appropriation, to make any Base Payment when due.

(b) The City's breaching or failing to perform or observe any term, condition or covenant of this Agreement or of the Project Fund Agreement on its part to be observed or performed, other than as provided in subsection (a) above, including payment of any Additional

Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the City by BB&T, unless BB&T shall agree in writing to an extension of such time prior to its expiration.

(c) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the City as a debtor, or the appointment of a receiver, custodian or similar officer for the City or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(d) Any warranty, representation or statement made by the City in this Agreement or in the Project Fund Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(e) Any lien, charge or encumbrance affecting the validity of the Agreement, is found to exist, or proceedings are instituted against the City to enforce any lien, charge or encumbrance against the Equipment .

(f) If the City is not self-insured pursuant to Section 4.16 hereof, and such self-insurance is not reinstated with three days of notifying BB&T that it is no longer self-insured.

6.02. Remedies on Default. Upon the continuation of any Event of Default, BB&T may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Base Payments immediately due and payable;

(b) Proceed by appropriate court action to enforce the City's performance of the applicable covenants of this Agreement or to recover for the breach thereof;

(c) As provided in the Project Fund Agreement, require BB&T to pay over any balance remaining in the Project Fund to be applied against outstanding Required Payments in any manner BB&T may reasonably deem appropriate; and

(d) Avail itself of all available remedies under this Agreement, and recovery of reasonable attorneys' fees and other expenses (to the extent permitted by law).

6.03. [Reserved].

6.04. Consequences of Nonappropriation. Upon an Event of Nonappropriation, the City shall have no further obligation to pay Base Payments beyond the end of the Fiscal Year for which amounts have been appropriated for Base Payments. This Agreement shall terminate on the last day of the Fiscal Year for which amounts have been appropriated for Base Payments without any penalty to the Borrower whatsoever. The City agrees to peaceably surrender possession the Equipment to BB&T or its assignees on the first day of the Fiscal Year to which the

Event of Nonappropriation applies, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States or Canada designated by BB&T.

In addition, upon the occurrence of any Event of Nonappropriation, BB&T may, without any further demand or notice, (a) apply any balance remaining in the Project Fund against outstanding Required Payments in any manner BB&T may reasonably deem appropriate, and (b) take action with respect to the City and the Equipment as contemplated in Section 6.05. An Event of Nonappropriation and resulting termination of this Agreement shall not relieve the City of liability for any defaults under this Agreement or the Project Fund Agreement occurring prior to the Event of Nonappropriation, or of liability under those provisions of this Agreement and the Project Fund Agreement which are stated to survive termination.

6.05. Possession of Equipment. Upon the continuation of an Event of Default and as of the first day of a Fiscal Year with respect to which an Event of Non-Appropriation occurs, the City shall immediately lose the right to possess, use and enjoy the Equipment and shall be obligated to return the equipment to BB&T; provided, however, that the City may remain in possession of the Equipment as a lessee at the will of BB&T (a) upon payment monthly in advance to BB&T of a fair and reasonable rental value for the use and possession of the Equipment (in an amount BB&T shall determine in its reasonable judgment), and (b) upon BB&T's demand, shall deliver possession of the Equipment to BB&T or, at BB&T's direction, to any purchaser of the Equipment after an execution sale. Any net proceeds from the sale or relet of the Equipment upon the occurrence of an Event of Non-Appropriation shall (a) be applied to the payment of the unpaid balance of the City's obligations under this Agreement, and (b) the balance after such payments are made shall be paid to the City.

In addition, upon the continuation of any Event of Default, or on and after the first day of a Fiscal Year with respect to which an Event of Non-Appropriation has occurred, BB&T, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then (a) in the case of an Event of Default to the City's account and in reduction of the City's corresponding Required Payments in such fashion as BB&T shall reasonably deem appropriate and (b) in the case of an Event of Non-Appropriation, in the manner provided in the last sentence of the preceding paragraph, BB&T shall be liable to account only for rents and profits it actually receives.

6.06. No Remedy Exclusive; Delay Not Waiver. All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by BB&T, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

6.07. Payment of Costs and Attorney's Fees. If BB&T employs an attorney to assist in the enforcement or collection of Required Payments, or if BB&T voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the City with any of the provisions of this Agreement, the City agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE VII

MISCELLANEOUS

7.01. Notices. (a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, addressed as follows:

(i) If to the City, to 401 S. Park Avenue, Winter Park, Florida 32789 Attention: Finance Director; or

(ii) If to BB&T, to 5130 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217, Attention: Account Administration/Municipal.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

7.02. No Assignments by City. The City shall not sell or assign any interest in this Agreement.

7.03. Assignments by BB&T. BB&T may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, BB&T's rights to receive Required Payments. Any assignment made by BB&T or any subsequent assignee shall not purport to convey any greater interest or rights than those held by BB&T pursuant to this Agreement.

The City agrees that this Agreement may become part of a pool of obligations at BB&T's or its assignee's option. BB&T or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Notwithstanding the foregoing, no assignment or reassignment of BB&T's interest in the Equipment or this Agreement shall be effective unless and until the City shall receive a duplicate original counterpart of the document by

which such assignment or reassignment is made disclosing the name and address of each such assignee.

The City further agrees that BB&T's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for BB&T.

The City agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the City, and the City shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the City shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

7.04. Amendments. No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the City and BB&T.

7.05. Governing Law. The City and BB&T intend that Florida State law shall govern this Agreement.

7.06. Liability of Officers and Agents. No officer, agent or employee of the City shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the City from the performance of any official duty provided by law.

7.07. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

7.08. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

7.09. Entire Agreement. This Agreement constitutes the City's entire agreement with respect to the general subject matter covered by this Agreement.

7.10. Binding Effect. Subject to the specific provisions of this Agreement, and in particular Section 7.03, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

(SEAL)

ATTEST:

CITY OF WINTER PARK

By: _____
Cynthia S. Bonham, Clerk

By: _____
Kenneth W. Bradley, Mayor

**BRANCH BANKING AND
TRUST COMPANY**

By: _____

Printed Name: _____

Title: _____

*[Lease Agreement between the City of Winter Park,
and Branch Banking and Trust Company]*

EXHIBIT A -- PROJECT AND EQUIPMENT DESCRIPTION

Those energy conservation measures as set forth on the attached Schedule A.

EXHIBIT B -- PAYMENT SCHEDULE

Payment Schedule to Lease Agreement dated as of February 9, 2011 (the "Lease Agreement"), between the City of Winter Park, and Branch Banking and Trust Company

Contract Number: 003-2312809-002

The payments required to repay the advance made pursuant to the Lease Agreement call for an amortization period of approximately one hundred thirty one (131) months. Payments are quarterly in arrears in varying amounts. A portion of each payment is paid as and represents payment of interest at an annual interest rate of 3.05%.

Payments are due beginning on September 1, 2011 and quarterly thereafter, with a final payment of all outstanding principal and accrued and unpaid interest due on June 1, 2022, all as set forth in the attached amortization schedule.

BOND DEBT SERVICE

City of Winter Park
Performance Contract Bond, Series 2011

003-2312809-002

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

Schedule A Scope of Services/Installed Equipment

Summary of Energy Conservations Measures (ECM) included in contract:

ECM #	Facility	Scope of Work
1	City Hall	Lighting Retrofit
2	City Hall	Water Conservation
3	City Hall	Building Automation – Space Setpoint Control
4	City Hall	Building Automation – Setback Scheduling
5	City Hall	East Wing Renovation
6	City Hall	Demand Control Ventilation
7	City Hall	Chiller Replacement
8	City Hall	Variable Flow Chilled Water System
9	Not Included	
10	Public Safety	Variable Flow Chilled Water System
11	Not Included	
12	Public Safety	Building Automation – Space Setpoint Control
13	Public Safety	Building Automation – Setback Scheduling
14	Not Included	
15	Public Safety	Demand Control Ventilation
16	Library	2 nd Floor Air Handling Unit Replacement
17	Library	Water Conservation
18	Not Included	
19	Not Included	
20	Library	Lighting Retrofit
21	Library	Building Automation – Space Setpoint Control
22	Library	Building Automation – Setback Scheduling
23	Library	Roof Top Unit Replacement
24	Library	Cool Roof Retrofit
25	Civic Center	Lighting Retrofit
26	Not Included	
27	Not Included	
28	Public Works	Lighting Retrofit
29	Public Works	Lighting Controls
30	Not Included	
31	Not Included	
32	Not Included	
33	Not Included	
34	Not Included	
35	Not Included	
36	Farmers Market	Lighting Retrofit
37	Welcome Center	Lighting Retrofit
38	Fire Station #62	Lighting Retrofit
39	Fire Station #62	Lighting Controls
40	Fire Station #64	Lighting Retrofit
41	Golfview Terrace	Lighting Retrofit
42	Golf Course Clubhouse	Lighting Retrofit
43	Golf Course Clubhouse	Lighting Controls
44	Meade Garden	Lighting Retrofit
45	Meade Garden	Lighting Controls
46	Police Training Area	Lighting Retrofit

47	Not Included	
48	Fleet Peoples Park	Lighting Retrofit
49	Lake Island Area	Lighting Retrofit
50	Lake Island Area	Lighting Controls
51	McKean Arboretum	Lighting Retrofit
52	Not Included	
53	Dinky Dock	Lighting Retrofit
54	Not Included	
55	ITS	Lighting Retrofit
56	Bongart Plant Area	Lighting Retrofit
57	Bongart Plant Area	Lighting Controls
58	Azalea Recreation Center	Lighting Retrofit
59	Azalea Recreation Center	Lighting Controls
60	Azalea Tennis Tower	Lighting Retrofit
61	Magnolia Plant	Lighting Retrofit
62	PWC Area	Lighting Retrofit
63	PWC Area	Lighting Controls
64	PWC Lakes Building	Lighting Retrofit
65	PWC Building #4	Lighting Retrofit
66	PWC Building #11	Lighting Retrofit
67	PWC Building #12	Lighting Retrofit
68	PWC Building #14	Lighting Retrofit
69	PWC Building #20	Lighting Retrofit / Lighting Controls
70	PWC Building LS-70	Lighting Retrofit
71	PWC Storage #1	Lighting Retrofit
72	PWC Storage #2	Lighting Retrofit
73	PWC Storage #3	Lighting Retrofit
74	Not Included	
75	PWC Fuel Island	Lighting Retrofit
76	Not Included	
77	Not Included	
78	Not Included	
79	City Wide – Various Buildings	Owner Installed Programmable Thermostats
80	Place holder	M&V
81	Place holder	T-12 Savings
82	Not Included	
83	Not Included	
84	Not Included	
85	Not Included	
86	Not Included	
87	Not Included	
88	Not Included	
89	Place Holder	Capital Renewal
90	Not Included	
91	Energy Seminar	Energy Seminar

The Scope of Services includes the following:

ECM-1 City Hall Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures in the City Hall complex. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Surface MiniCube F40T12S	6	6	Retrofit 1x4 w/(4) T8 lamps & LP Elec. ballast
1x4 Recess Acrylic F40T12S	115	115	Retrofit 1x4 w/(2) T8 lamps & LP Elec. Ballast
2x2 Recess Acrylic F40T12US	13	13	Retrofit 2x2 w/(2) F17T8 lamps, Elec. Ballast, & Reflector Kit
2x4 Recess Acrylic F40T12S	219	219	Retrofit 2x4 w/(4) T8 lamps & LP Elec. Ballast
Incandescent	16	16	Replace Fixture w/ 2x13 Drum Fixture
Incandescent	24	24	Retrofit w/(1) 14w CF Spiral
Incandescent	15	15	Retrofit w/(1) 23w CF Spiral
1x4 Strip F40T12S	57	57	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Wrap F40T12S	8	8	Retrofit 1x4 w/(4) T8 & LP Elec. Ballast
1x2 Wrap F20T12	3	3	Retrofit 1x2 w/(2) F17T8 & LP Elec. Ballast
2x4 Recess Parabolic F40T12S	1	1	Retrofit 2x4 w/(4) T8 & PL Elec. Ballast
1x4 Recess Parabolic F40T12S	1	1	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x3 Cove Strip F30T12	26	26	Retrofit 1x3 w/(2) F25T8 w/ LP Elec. Ballast
Double Face Exit Sign	31	31	Replace Fixture w/ LED/Battery Back up
1x4 Vapor Tight F40T12S	1	1	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 Strip F96T12S	5	5	Retrofit 1x8 w/(4) T8, LP Elec. Ballast & Reflector Kit
2x4 T8 F32T8	10	10	Retrofit 2x4 w/(4) T8 & LP Elec. Ballast

ECM-2 City Hall Water Conservation

Existing water consuming plumbing fixtures will be retrofit with flow reducing technologies or will be replaced with upgraded plumbing fixtures to reduce overall water consumption. See the table below for a summary of the Scope of Services. For retrofit details, see plumbing survey data contained in Appendix D

Existing Plumbing Fixture	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
Wall Mounted Water Closet	4	4	Replace w/ Zurn Econvantage HET 1.28 gpf fixture
Wall Mounted Urinal	6	6	Retrofit flush valve w/Zurn Aquavantage 0.75 gpf
Tank Top Water Closet	3	3	Replace w/ Caroma Sydney Dual Flush 0.8/1.28 Gravity Flush Tank
Flush Valve Water Closet	6	6	Retrofit flush valve w/Zurn Econvantage HET 1.28 gpf
Lavatory Faucet	3	3	Retrofit w/ Chronomite Laboratories Laminar Series Flow Restrictor 1.0 gpm
Kitchen Faucet	1	1	Retrofit w/ Chronomite Laboratories

			Laminar Series Flow Restrictor 1.5 gpm
Lavatory Faucet	16	16	Retrofit w/ Chronomite Laboratories Laminar Series Flow Restrictor 0.5 gpm
Hand-Held Shower Head	2	2	Replace w/ Niagara Conservation Earth Hand Held 1.5 gpm

ECM-3/4 City Hall BAS –Setpoint & Setback Control

Through expansion of the existing Building Automation System and modification of existing programming, space temperature setpoints will be modified to allow differential setpoints for cooling mode and heating mode and from occupied to unoccupied conditions. Currently, cooling and heating setpoints are set at the same value, regardless of space occupancy conditions. All space setpoints for AHUs, VAV boxes, and FTB's to the following parameters (set occupied/unoccupied modes if programmable thermostat):

- Occupied Mode - cooling: 74° F with a +/- 2-deg throttling range.
- Occupied Mode - heating: 68° F with a +/- 2-deg throttling range.
- Unoccupied Mode – cooling: 80° F with a +/- 3-deg throttling range.
- Unoccupied Mode – heating: 60° F with a +/- 3-deg throttling range

ECM-5 City Hall East Wing Renovation

Included is a complete renovation of the existing 2-pipe Fan Coil Unit (FCU) serving the 1st and 2nd floors of the East Wing of City Hall. The new system will be a 4-pipe system to provide heating water and cooling water as needed throughout the space, regardless of the time of year. Air distribution will be provided by new air handling units, new ductwork, and new hot water reheat variable air volume (VAV) boxes. The project will be sequenced to begin in the basement central energy plant to modify the plant piping and pumping to accommodate a 4-pipe system arrangement and to extend the chilled water and hot water risers to the 1st and 2nd floor. While work is commencing on the 1st and 2nd floor areas, all City of Winter Park personnel will be relocated to temporary work facilities, provided by the City of Winter Park. See the Detailed Study in Appendix B for schematic drawings of system layout. Included below is a detail of the project sequence:

1. The basic sequence of work will be scheduled as follows:

- i. Temporary chiller hook up
- ii. Mechanical plant demolition
- iii. Mechanical plant equipment set
- iv. Mechanical plant piping
- v. Mechanical plant framing/drywall
- vi. Mechanical plant controls
- vii. Mechanical plant startup/commissioning
- viii. Basement IT room unit replacement
- ix. 2nd floor wing demolition
- x. 2nd floor wing framing/drywall
- xi. 2nd floor equipment
- xii. 2nd floor piping
- xiii. 2nd floor ductwork
- xiv. 2nd floor controls
- xv. 2nd floor start up/commissioning
- xvi. 1st floor wing demolition
- xvii. 1st floor wing framing/drywall
- xviii. 1st floor equipment
- xix. 1st floor piping
- xx. 1st floor ductwork
- xxi. 1st floor controls
- xxii. 1st floor start up/commissioning

2. Installation Requirements – Central Energy Plant

- i. Provide access to the basement area by lifting off the access hatch adjacent to the south parking lot and the west wing of the City Hall complex.

- ii. Provide a means of connecting a temporary chiller into the existing piping system via flexible hose that will be provided by the temporary chiller provider.
- iii. Demolish the existing walls in the basement bathroom area the restrict access from the mechanical room to the basement access hatch.
- iv. Demolish and remove all existing mechanical and electrical components in the basement mechanical room which will not be reused and incorporated into the new system.
- v. Receive, load, and install new water cooled chiller provided by Trane. See ECM-7 for chiller details.
- vi. Provide and install two new variable primary chilled water pumps in the location of the existing chiller water pump. Pump motor will be premium, inverter service duty. Control of variable volume chilled water pumps is defined in ECM-8.
- vii. Provide and install new condenser water pump in the location of the existing pump. Pump motor will be premium, inverter service duty.
- viii. Provide and install new chilled water piping and piping specialties. Piping to be schedule 40 welded steel. Include new triple duty valves, automated isolation valves, crank style manual isolation valves on supply and return side of chiller. Provide and install all new local monitoring instrumentation, including pressure and temperature sensors.
- ix. Provide and install new condenser water piping and piping specialties. Piping to be schedule 40 welded steel. Include new triple duty valves, automated isolation valves, crank style manual isolation valves on supply and return side of chiller. Provide and install all new local monitoring instrumentation, including pressure and temperature sensors.
- x. Provide and install insulation on new chilled water piping. Insulation to be 2" foamglass, wrapped with white service jacket. Provide industry standard placards and directional flow arrows, per industry standards.
- xi. Install all required BAS control hardware into piping system, including pressure, flow, and temperature sensors.
- xii. Provide and install new chemical treatment system, per industry standards and local codes. System control to be a processor based industrial chemical system.
- xiii. Provide and install two new variable primary hot water pumps in the location of the existing hot water pumps. Pump motors will be premium, inverter service duty.
- xiv. Provide and install new hot water piping and piping specialties. Piping to be schedule 40 welded steel. Include new triple duty valves, automated isolation valves, crank style manual isolation valves on supply and return side of existing boiler. Provide and install all new local monitoring instrumentation, including pressure and temperature sensors.
- xv. Provide and install insulation on new hot water piping. Insulation to be 2" foamglass, wrapped with white service jacket. Provide industry standard placards and directional flow arrows, per industry standards.
- xvi. Install all required BAS control hardware into piping system, including pressure, flow, and temperature sensors.
- xvii. Provide new electrical service from the existing load center to all new mechanical equipment. Service to be installed in EMT and per NEC. Reuse of existing conduit system as allowable.
- xviii. Receive and install new variable frequency drives provided by Trane for water and airside systems.

3. Installation Requirements – Basement IT Room

- i. Install temporary spot cooling equipment to serve the affected areas. Install condenser exhaust into the return air plenum, so that the heat load is carried back to the 1st floor central air handling unit and conditioned. Add temporary ductwork as necessary to adequately condition the work areas.
- ii. Remove existing DX Liebert unit and roof-mounted air-cooled condenser serving the 911 office. Remove existing supply and return ductwork as required to facilitate AC removal.
- iii. Remove the existing control wiring and thermostat.
- iv. Install new CHW computer room unit and connect to existing supply and return ductwork. Tap off existing chilled water mains in mechanical room and route new CHW piping from mechanical room to new CHW computer room unit. Install new chilled water piping and piping specialties as required to accomplish the defined scope. Piping to be schedule 40 welded steel. Ball style manual

isolation valves on supply and return side of air handling unit. Provide and install all new local monitoring instrumentation, including pressure and temperature sensors.

- v. Provide and install insulation on new chilled water piping. Insulation to be 2" foamglass, wrapped with white service jacket. Provide industry standard placards and directional flow arrows, per industry standards.

- vi. The new CHW computer room unit shall have a DX backup cooling coil with a backup air-cooled condenser. Install air-cooled condenser on roof in place of old air-cooled condenser.

- vii. Install building automation devices into piping system, which have provided by BAS contractor.

- viii. Connect new indoor AHU supply fan and air-cooled condenser shall be connected to emergency power circuit that was provided for the original unit.

- ix. Remove temporary cooling services including spot cooling units and temporary ductwork. Repair and patch any locations where ductwork was tied into the central air handling system ductwork. Replace any ceiling tile or grid assembly that was removed to accomplish the work.

4. Installation Requirements – 2nd and 1st Floors

- i. Demolish and remove the existing ceiling grid and system as necessary to accomplish the work.

- ii. Remove existing lighting fixtures from ceiling grid and suspend from temporary supports in the space.

- iii. Construct new 2nd floor mechanical rooms for the installation of the new air handling units

- iv. Provide new lighting service and electrical service outlets in new mechanical rooms.

- v. Received and install new air handling units, control valves and vav boxes provided by Trane.

- vi. Provide and install the ductwork, piping, and other peripheral devices that are necessary for the conversion of the FCUs and AHUs listed in the Detail Study in Appendix B to VAV systems. Installation includes all requirements for fire stopping around piping and ductwork.

- vii. Provide new electrical service to the new air handling units and terminal box locations. Service to be installed in EMT and per NEC.

- viii. The air systems included in this ECM are recommended for DDC conversion in ECM 5. The AHUs converted to VAV systems, along with the new VAV boxes and the new VFDs, shall be controlled by the new building DDC systems.

- ix. Modify the 2-pipe changeover system in the east wing as follows:

- 1. Remove existing 2-pipe fan coil units on the first and second floors of the east wing. Remove all 2-pipe changeover piping, valves, and accessories to the fan coils on the first and second floors.

- 2. Remove existing 4-pipe AHU in attic space, including all supply ductwork serving the spaces on the first and second floor of the east wing.

- 3. Convert angled closet and then adjacent closet located next to the Commission Chambers and storage room located on the very end of the South wing on the second floor to new mechanical room.

- 4. Install new 2-pipe chilled water VAV AHU, provided by Trane, equal to 14170 CFM supply air in new mechanical room. Install new VFD provide by Trane for AHU. Provide and install 26x26 outside air duct to new AHU mixing box to provide ASHRAE-required ventilation air to the first and second floor.

- 5. Provide and install new medium-pressure supply air distribution system on first and second floors to new Variable Air Volume (VAV) boxes. VAV boxes shall have hot water reheat coils for zone temperature control. Provide and install low-pressure supply ductwork downstream of VAV boxes to ceiling diffusers supplying the spaces.

- 6. Provide and install new 2" HW piping to the new VAV box reheat coils. Reheat coils shall be provided with 3-way valve packages consisting of isolation valves, auto flow, strainers, and motorized 3-way automatic control valves.

- 7. Remove and replace existing 4-pipe first floor AHU to serve first floor and basement with air handling unit provided by Trane.

- 8. Provide electrical service to new AHU to serve the 1st floor and basement. Service to be installed in EMT and per NEC. Reuse of existing conduit system is allowable.

- 9. New VAV AHU system shall have the following sequence of controls:

- a. Unoccupied Mode: The unit supply fan shall be stopped, the chilled water valves positioned closed, the outside air damper shall be positioned closed, and the return air damper shall be positioned open. The associated exhaust fans shall be stopped.
 - b. Night Setback: The space temperature sensor shall signal the air handling unit to start when any space temperature drops to 60°F. The unit shall operate as described in the warm-up mode.
 - c. Night Setup: The space temperature sensor shall signal the air handling unit to start when any space temperature rises to 85°F. The unit shall stop when all temperatures drop to 80°F. The unit shall operate as described under cool-down mode.
 - d. Warm-up: When the optimal start program calls for warm-up, the unit shall be started and operate with 100% recirculation air. The discharge temperature shall not be under control.
 - e. Cool Down: When the optimal start program calls for cool-down operation, the unit shall be started, and shall operate with 100% return air. The unit shall control the cooling coil as described under temperature control.
 - f. Occupied Mode: The unit shall be started and the unit outdoor air damper and the return air damper shall be modulated to maintain the minimum outside air quantity scheduled. All associated exhaust fans shall be started. The actual time for occupied operation shall be one hour prior to the normal occupancy time to permit an IAQ pre-operation period.
 - g. Humidity Control: On a rise in return air relative humidity above 60% RH, the chilled water control valve shall be modulated to full open, and the heating coil shall be modulated to maintain the space temperature. The system shall remain under this control until the return air relative humidity drops below 55% RH.
 - h. Temperature Control: On a rise in discharge temperature, the chilled water valves shall be modulated open. The discharge temperature shall be set for 52°F.
 - i. Supply Fan and Duct Pressure Control:
 - i. The supply fan capacity shall be modulated as required to maintain a supply duct static pressure of 1.0 in. wg. where indicated, at a point approximately 2/3 of the way toward the end of the duct.
 - ii. Control Supply fan by the VFD.
10. The locations of AHUs and VAV Boxes are shown on the building HVAC floor plans in the Detail Study. The maximum air flow rates, heating capacities and HW flow rates of the VAV boxes are shown in the Detailed Study.
 11. Install new ceiling grid and ceiling tiles in 2nd floor and 1st floor areas affected by construction operations. The City of Winter Park is to provide painting and flooring.
 12. Reinstall existing lighting fixtures into ceiling grid. Wipe clean and remove any dust or construction debris prior to installation.

ECM-6 City Hall Demand Control Ventilation

Provide mechanical devices and BAS devices to allow the BAS to modulate outside air (OA) flow in the East Wing area based upon CO₂ levels as an indication of space occupancy conditions. CO₂ sensor-controlled OA ventilation systems modulate the amount of OA drawn into the building by the HVAC systems in response to return air CO₂ levels, which acts as an indicator for space occupancy levels. Installing CO₂ sensor-controlled OA ventilation systems will reduce OA ventilation rates when space occupancy is low, which will reduce heating and cooling energy consumption. Scope of Services will include installation CO₂ sensor-controlled outside air (OA) ventilation systems for the AHUs listed in the Detailed Study. Install a CO₂ sensor in the AHU return air path to monitor the return air CO₂ level. All of the AHUs involved in this ECM are included in ECM 3 and ECM 4, Unoccupied Hour Setback Control, which includes the installation of motorized OA damper actuators to open and close the OA dampers. This ECM requires the OA damper actuators of the AHUs in this ECM to be modulating type. Install control wiring, relays, and other necessary control accessories needed to achieve the intent of this ECM. Control points include:

- CO₂ analog input
- Damper position analog output

Program the BAS so that the OA damper modulates to maintain CO₂ levels of return air, and where additional CO₂ sensors are located, at a user-programmable set point, initially set at 700 ppm. See the Detailed Study in Appendix B for schematic drawings of system layout.

ECM-7 City Hall Chiller Replacement

The Scope of Services includes the removal of the existing chiller and installing a new high efficiency Trane rotary screw chiller in its place. This work will be coordinated with the Scope of Services defined in ECM-5. Trane will remove the existing chiller and properly dispose it or, at the owner's discretion, store the chiller at an on-site location specified by the owner. If the removal of the chiller involves temporary relocation of other mechanical equipment, store and environmentally protect this equipment and restore to proper operation after the new chiller is installed. Extract and store the R-12 refrigerant from the displaced chiller in secure vessels on site and properly dispose. Install a new 80 ton electric water-cooled rotary screw chiller at the location of the removed chiller. The new chiller shall be a Trane RTWD with a minimum efficiency of 1 kW/ton at the same design criteria as the existing chillers, 44°F and 54°F leaving and entering CHW temperatures and 85°F and 95°F entering and leaving CW temperatures. The new chiller will be integrated into the overall central energy plant as defined in ECM-5. Trane will provide and install insulation on new or disturbed chilled water piping. Insulation to be 2" foam glass, wrapped with white service jacket. Trane will provide conduit and wiring to provide proper electrical power to the new chiller. Trane will reuse existing conduit as acceptable. All new conduits will be EMT. See the Detailed Study in Appendix B for schematic drawings of system layout.

ECM-8 City Hall Variable Flow Water Pumping

The current configuration of constant volume chilled water pumping and hot water pumping will be modified to provide variable volume chilled water pumping in the new CEP. See ECM-5 for details of the CEP Scope of Services. Under this Scope of Services, Trane will install a new VFD for each new primary CHW (2 each) and HW pump (2 each) installed under scope of work for ECM-5. Trane will install one differential pressure sensor in the primary loop on both the chilled water and hot water systems. The BAS will be programmed to allow the VFD control system to stage the primary CHW and HHW pumps and vary the pump speeds to maintain differential pressure setpoints. The sensors shall be installed at the locations and with optimum setpoints to ensure adequate supply of CHW to all of the AHUs and HHW to VAV boxes on the CHW and HHW loops while minimizing pumping energy. See the Detailed Study in Appendix B for schematic drawings of system layout.

ECM-10 Public Safety Variable Flow Water Pumping

The current configuration of constant volume chilled water pumping will be modified to provide variable volume chilled water pumping in the existing CEP. Under this Scope of Services, Trane will install a new VFD for each new primary CHW (2 each). Trane will install one differential pressure sensor in the primary loop on both the chilled water and hot water systems. The BAS will be programmed to allow the VFD control system to stage the primary CHW pumps and vary the CHW pump speeds to maintain differential pressure setpoints. The sensors shall be installed at the locations and with optimum setpoints to ensure adequate supply of CHW to all of the AHUs on the CHW loop while minimizing pumping energy. See the Detailed Study in Appendix B for schematic drawings of system layout.

ECM-12/13 Public Safety BAS –Setpoint & Setback Control

Through expansion of the existing Building Automation System and modification of existing programming, space temperature setpoints will be modified to allow differential setpoints for cooling mode and heating mode and from occupied to unoccupied conditions. Currently, cooling and heating setpoints are set at the same value, regardless of space occupancy conditions. All space setpoints for AHUs, VAV boxes, and FTB's to the following parameters (set occupied/unoccupied modes if programmable thermostat):

- Occupied Mode - cooling: 74° F with a +/- 2-deg throttling range.

- Occupied Mode - heating: 68° F with a +/- 2-deg throttling range.
- Unoccupied Mode – cooling: 80° F with a +/- 3-deg throttling range.
- Unoccupied Mode – heating: 60° F with a +/- 3-deg throttling range

ECM-15 Public Safety Demand Control Ventilation

Provide mechanical devices and BAS devices to allow the BAS to modulate outside air (OA) flow in the East Wing area based upon CO₂ levels as an indication of space occupancy conditions. CO₂ sensor-controlled OA ventilation systems modulate the amount of OA drawn into the building by the HVAC systems in response to return air CO₂ levels, which acts as an indicator for space occupancy levels. Installing CO₂ sensor-controlled OA ventilation systems will reduce OA ventilation rates when space occupancy is low, which will reduce heating and cooling energy consumption. Scope of Services will include installation CO₂ sensor-controlled outside air (OA) ventilation systems for the AHUs listed in the Detailed Study. Install a CO₂ sensor in the AHU return air path to monitor the return air CO₂ level. All of the AHUs involved in this ECM are included in ECM 3 and ECM 4, Unoccupied Hour Setback Control, which includes the installation of motorized OA damper actuators to open and close the OA dampers. This ECM requires the OA damper actuators of the AHUs in this ECM to be modulating type. Install control wiring, relays, and other necessary control accessories needed to achieve the intent of this ECM. Control points include:

- CO₂ analog input
- Damper position analog output

Program the BAS so that the OA damper modulates to maintain CO₂ levels of return air, and where additional CO₂ sensors are located, at a user-programmable setpoint, initially set at 700 ppm. See the Detailed Study in Appendix B for schematic drawings of system layout. The Public Safety building contains many exhaust fans in various areas of the buildings. If exhaust fans are allowed to run continuously when OA is reduced by the CO₂ sensors, it will cause the building to operate under negative pressure. Buildings in a warm humid climate such as Florida's should always operate under positive pressure. Therefore, certain measures will be taken to minimize the exhaust fan airflows throughout the day through the use of connecting to the lighting occupancy sensors and manual rheostats. See the Detailed Study in Appendix B for schematic drawings of system layout and the proposed method of control for each fan.

ECM-16 Library 2nd Floor Air Handling Unit Replacements

Air Handler No. 1 and Air Handler No. 3 are located in the 2nd floor mechanical equipment room (MER). AHU No. 1 serves the 1st floor Library area and AHU No. 3 serves the 2nd floor Library area. Both units are at the end of their useful lives and in need of replacement. These units will be replaced with new Trane Performance Climate Changer units. AHU No. 1 will be selected to deliver 9,475 CFM of supply air to the 1st floor at an entering air condition of 76.3 deg F dry-bulb and 65.0 deg F wet-bulb temperatures and leaving condition of 55.6 deg F dry-bulb. AHU No. 3 will be selected to deliver 10,350 CFM of supply air to the 2nd floor at an entering air condition of 76.3 deg F dry-bulb and 65.0 deg F wet-bulb temperatures and leaving condition of 55.6 deg F dry-bulb. See the Detailed Study in Appendix B. for schematic drawings of system layout. The air systems included in this ECM are recommended for DDC conversion in ECM 15 and 16. The Single Zone AHUs in the Library have CHW cooling coils and electric duct heating coils. The cooling coils of these AHUs have 3-way control valves which modulate based on space temperature. Included below is a detail of the project sequence:

1. Work to be scheduled on a three day weekend to allow adequate time for system demolition and installation of new AHUs.
2. Existing units to be disconnected and demolished as necessary to remove from MER space.
3. New Trane AHUs will be delivered in disassembled modules to allow transport to the 2nd floor MER.
4. New Trane AHU will come with factory mounted control hardware and sensors for ease of installation.
5. New Units to be connected to the existing ductwork system and existing chilled water piping system.
6. Provide and install insulation on new chilled water piping. Insulation to be 2" foamglass, wrapped with white service jacket. Provide industry standard placards and directional flow arrows, per industry standards.
7. Modify the control system to allow the space or return air temperature sensor to modulate the supply air temperature. Mount and connect all necessary control devices on included in factory mount controls package.

8. BAS for the new units will be programmed to provide the space control as follows:
- Occupied Mode - cooling: 74° F with a +/- 2-deg throttling range.
 - Occupied Mode - heating: 68° F with a +/- 2-deg throttling range.
 - Unoccupied Mode – cooling: 80° F with a +/- 3-deg throttling range.
 - Unoccupied Mode – heating: 60° F with a +/- 3-deg throttling range

ECM-17 Library Water Conservation

Existing water consuming plumbing fixtures will be retrofit with flow reducing technologies or will be replaced with upgraded plumbing fixtures to reduce overall water consumption. See the table below for a summary of the Scope of Services. For retrofit details, see plumbing survey data contained in Appendix C.

Existing Plumbing Fixture	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
Wall Mounted Water Closet	13	13	Replace w/ Zurn Econvantage HET 1.28 gpf fixture
Wall Mounted Urinal	3	3	Retrofit flush valve w/Zurn Aquavantage 0.75 gpf
Lavatory Faucet	1	1	Retrofit w/ Chronomite Laboratories Laminar Series Flow Restrictor 1.0 gpm
Kitchen Faucet	2	2	Retrofit w/ Chronomite Laboratories Laminar Series Flow Restrictor 1.5 gpm
Lavatory Faucet	15	15	Retrofit w/ Chronomite Laboratories Laminar Series Flow Restrictor 0.5 gpm

ECM-20 Library Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures in the Library building. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x2 Wrap F20T12	2	2	Retrofit 1x2 w/(2) F17T8 & Elec. Ballast
1x4 Recess Acrylic F40T12S	12	12	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Recess Parabolic F40T12S	270	270	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Strip F40T12S	59	59	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Strip F40T12S	14	14	Retrofit 1x4 w/ LED LumaStick unit
1x4 T8 F32T8	4	4	Retrofit 1x3 w/(2) T8 & LP Elec. Ballast
1x8 Strip F40T12	10	10	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 Surface MiniCube F40T12	1	1	Retrofit 1x8 w/(4) T8 & LP Elec. Ballast
2x2 Recess Acrylic F40T12US	3	3	Retrofit 2x2 w/(2) F17T8, Elec. Ballast, & Reflector Kit
2x2 Recess Parabolic F40T12US	151	151	Retrofit 2x2 w/(2) F17T8, Elec. Ballast, & Reflector Kit
2x4 Recess Acrylic F40T12S	60	60	Retrofit 2x4 w/(2) T8 & LP Elec. Ballast

2x4 Recess Parabolic F40T12S	25	25	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
2x4 Recess Parabolic F40T12S	56	56	Retrofit 1x4 w/(3) T8 & LP Elec. Ballast
2x4 T8 F32T8	61	61	Retrofit 2x4 w/(3) T8 & LP Elec. Ballast
Double Face Exit Sign	12	12	Replace Fixture w/ LED/Battery
Incandescent	91	91	Replace fixture w/(1) 14w CF
Incandescent	3	3	Replace fixture w/(1) 23w CF
Incandescent	20	20	Retrofit w/(1) 4w LED MR
Incandescent	2	2	Replace fixture w/1x2 Vanity w/(2) F17T18 & Elec. Ballast
Incandescent	17	17	Replace w/LED LR6 Unit

ECM-21/22 Library BAS –Set point & Setback Control & Scheduling

Through expansion of the existing Building Automation System and modification of existing programming, space temperature setpoints will be modified to allow differential setpoints for cooling mode and heating mode and from occupied to unoccupied conditions. Currently, cooling and heating setpoints are set at the same value, regardless of space occupancy conditions. All space setpoints for AHUs to the following parameters (set occupied/unoccupied modes if programmable thermostat):

- Occupied Mode - cooling: 74° F with a +/- 2-deg throttling range.
- Occupied Mode - heating: 68° F with a +/- 2-deg throttling range.
- Unoccupied Mode – cooling: 80° F with a +/- 3-deg throttling range.
- Unoccupied Mode – heating: 60° F with a +/- 3-deg throttling range

ECM-23 Library RTU Replacements

The Library 3rd floor is served by two constant-volume packaged DX Rooftop Units (RTUs). These units have programmable thermostats but do not provide any form of active humidity control to the 3rd floor. RTUs do not control humidity well and are inefficient by today's energy standards. Trane will convert these DX RTUs to DX CDQ Units has potential energy savings and will provide active humidity control to the 3rd floor. The Trane CDQ (Cool Dry Quiet) system provides lower supply air dew point temperatures by breaking the cooling coil dew point barrier. It does this with an innovative desiccant wheel that transfers moisture from the supply air back to the mixed airstream. The result is that the cooling coil removes up to 200% more moisture per hour. The air systems included in this ECM are recommended for DDC conversion in ECM 15 and 16. See the Detailed Study in Appendix C. for schematic drawings of system layout. Included below is a detail of the project sequence:

1. Work to be scheduled on a three day weekend to allow adequate time for system demolition and installation of new AHUs.
2. The air systems included in this ECM are recommended for DDC conversion in ECM 15 and 16. The new DX CDQ units shall be controlled by the new building DDC systems.
3. Remove existing DX Packaged RTUs serving the 3rd floor of the Library
4. Remove existing control wiring and thermostats.
5. Remove existing supply and return ductwork as required to facilitate RTU removal.
6. Install new DX CDQ Units in place of old RTUs. Install roof curb adapters as required to facilitate CDQ installation.
7. Connect to existing supply and return ductwork.
8. Provide DDC-compatible thermostats for each unit and connect to new DDC Control System for Library.

ECM-24 Library Cool Roof Retrofit

The existing Library roof system is a Modified Bitumen Roofing System (MBRS) which is starting to show signs of deterioration from Central Florida weather exposure. Trane will apply a Roof Coating System over the existing

roof membrane which will seal and protect the roof system and extend the useful life by ten years and will improve the roof system's thermal performance and reflectivity. Included below is a detail of the project sequence:

1. Pressure-wash the existing MBRS to remove dirt and debris.
2. Inspect roof condition and flash any seams or breaks in the membrane using flashing grade.
3. Flash around roof penetrations where necessary.
4. Apply roof coating prime materials to existing roofing system.
5. Spray and back roll new reflective coating to entire roof area per manufacturer's recommendations.
6. Provide 10 year coating manufacturer's leak proof warranty.

ECM-25 Civic Center Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures in the Library building. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Recess Acrylic F40T12S	10	10	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Wrap F40T12S	14	14	Retrofit 1x4 w/(1) T8 & LP Elec. Ballast
1x4 Strip F40T12S	60	60	Retrofit 1x4 w/(1) T8 & LP Elec. Ballast
2x4 Recess Acrylic F40T12S	28	28	Retrofit 2x4 w/(2) T8 & LP Elec. Ballast
1x3 Strip F30T12	2	2	Retrofit 1x3 w/(2) F25T8 & LP Elec. Ballast
1x3 Vanity F30T12	3	3	Retrofit 1x3 w/(2) F25T8 & LP Elec. Ballast
Incandescent	25	25	Replace fixture w/(1) 13w CF

ECM-28 Public Works Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures in the Public Works Building. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Strip F40T12S	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
2x2 Recess Acrylic F40T12US	16	16	Retrofit 2x2 w/(2) F17T8, Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	24	24	Retrofit 2x4 w/(2) T8, Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	75	75	Retrofit 2x4 w/(4) T8 & LP Elec. Ballast
HID Metal Halide	8	8	Replace fixture w/(1) 32w CFL Flood

ECM-29 Public Works Lighting Control

Installation of room based occupancy sensors in all offices, conference rooms, mechanical rooms, and other spaces with intermittent occupancy to control room lighting. Sensors will be dual technology Passive Infrared

Radiation (PIR) and ultrasonic sensing for both motion and thermal energy. See below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Building Name	Room Location	Occupancy Sensor Type
Public Works	PW Office	Wall Switch
Public Works	Conference Room	Wall Switch
Public Works	Director's Office	Wall Switch
Public Works	Assistant Director Office	Wall Switch
Public Works	WW Office	Wall Switch
Public Works	PW 2 Office	Wall Switch
Public Works	PW Director's Office	Wall Switch
Public Works	PW 3 Office	Wall Switch
Public Works	Assistant PW Director Office	Wall Switch
Public Works	Assistant PW Engineer Office	Wall Switch
Public Works	Utility Director's Office	Wall Switch
Public Works	Training Room	Ceiling Switch
Public Works	Men's Restroom	Wall Switch
Public Works	Women's Restroom	Wall Switch
Public Works	Storage Closet	Wall Switch
Public Works	WW 2	Wall Switch
Public Works	Open Area	Ceiling Switch
Public Works	Open Area	Ceiling Switch
Public Works	PW 4 Office	Wall Switch
Public Works	Communication's Director Office	Wall Switch
Public Works	Design Coordinator's Office	Wall Switch

ECM-36 Farmer's Market Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Farmer's Market. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x2 Strip F20T12	6	6	Retrofit 1x2 w/(2) F17T8 & Elec. Ballast
1x4 Recess Acrylic	3	3	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Strip F40T12S	13	13	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Wrap F40T12S	1	1	Retrofit 1x4 w/(4) T8 & LP Elec. Ballast
Double Face Exist	6	6	Replace Fixture w/ LED/Battery
Incandescent	1	1	Relamp w/(1) 14w CF Spiral
Incandescent	13	13	Relamp w/(1) 23w CF Spiral
Incandescent	8	8	Relamp w/(1) 16w R30 CF
Incandescent	3	3	Replace w/1x4 Wrap w/(2) T8 & LP Elec. Ballast
Incandescent	6	6	Replace w/LED LR6 Unit

ECM-37 Welcome Center Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Welcome Center. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 T8 F32T8	16	16	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
2x4 T8 F32T8	1	1	Retrofit 2x4 w/(2) T8, Elec. Ballast & Reflector Kit
2x4 T8 F32T8	66	66	Retrofit 2x4 w/(3) T8 & LP Elec. Ballast
Incandescent	22	22	Relamp w/(1) 16w R30 CF
Incandescent	98	98	Relamp w/(1) 4w LED MR

ECM-38 Fire Station #62 Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Fire Station #62. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 T8 F32T8	96	96	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 T8 F32T8	33	33	Retrofit 1x4 w/(4) T8 & LP Elec. Ballast
HID Metal Halide	12	12	Replace w/(1) 150w Metal Halide Pulse Start Wall Pack
Incandescent	6	6	Replace w/(1) LED LR6 Unit

ECM-39 Fire Station #62 Lighting Control

Installation of room based occupancy sensors in all offices, conference rooms, mechanical rooms, and other spaces with intermittent occupancy to control room lighting. Sensors will be dual technology Passive Infrared Radiation (PIR) and ultrasonic sensing for both motion and thermal energy. See below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Building Name	Room Location	Occupancy Sensor Type
Fire Station #62	Multi-Purpose Room	Wall Switch
Fire Station #62	Storage Closet	Wall Switch
Fire Station #62	Restroom	Wall Switch
Fire Station #62	Administration/Office	Wall Switch

ECM-40 Fire Station #64 Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Fire Station #64. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Recess Acrylic F40T12S	1	1	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast

1x4 Strip F40T12S	1	1	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 T8 4' F32T8	12	12	Retrofit 1x8 w/(4) T8 & LP Elec. Ballast
2x2 Recess Acrylic F40T12US	2	2	Retrofit 2x2 w/(2) F17T8, LP Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	3	3	Retrofit 2x4 w/(2) T8, LP Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12	4	4	Retrofit 2x4 w/(4) T8 & LP Elec. Ballast
Incandescent	2	2	Relamp w/(1) 14w CF Spiral
Incandescent	3	3	Relamp w/(1) 23w CF Spiral

ECM-41 Golfview Terrace Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Golfview Terrace. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
Incandescent	2	2	Relamp w/(1) 23w R30 CF
Incandescent	1	1	Relamp w/(1) 23w CF Spiral

ECM-42 Golf Course Clubhouse Lighting Retrofit Included is a complete retrofit of all the appropriate lighting fixtures at the Golf Course Clubhouse. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Industrial F40T12S	1	1	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Surface Mount F40T12S	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 T8 F32T8	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 Industrial F96T12S	12	12	Retrofit 1x8 w/(4) T8, LP Elec. Ballast & Reflector Kit
1x8 Strip F96T12S	23	23	Retrofit 1x8 w/(4) T8, LP Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	4	4	Retrofit 2x4 w/(2) T8 & LP Elec. Ballast
2x4 T8 F32T8	8	8	Retrofit 2x4 w/(3) T8 & LP Elec. Ballast
Incandescent	24	24	Relamp w/(1) 14w CF Spiral
Incandescent	2	2	Relamp w/(1) 23w CF Spiral
Incandescent	8	8	Relamp w/(1) 23W R30 CF
Incandescent	44	44	Relamp w/(1) LED Deco Lamp
Incandescent	9	9	Replace fixture w/2x13 Drum Fixture
Incandescent	2	2	Replace fixture w/(1) 32w CFL Flood
Incandescent	6	6	Replace fixture w/(1) LED LR6 Unit

ECM-43 Golf Course Clubhouse Lighting Control

Installation of room based occupancy sensors in all offices, conference rooms, mechanical rooms, and other spaces with intermittent occupancy to control room lighting. Sensors will be dual technology Passive Infrared Radiation (PIR) and ultrasonic sensing for both motion and thermal energy. See below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Building Name	Room Location	Occupancy Sensor Type
Golf Clubhouse	Multi-Purpose Room	Wall Switch
Golf Clubhouse	Admin/Office	Wall Switch
Golf Clubhouse	Admin/Office	Wall Switch

ECM-44 Meade Garden Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at Meade Garden. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Industrial F40T12S	10	10	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Strip F40T12S	40	40	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 T8 F32T8	6	6	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Vapor Tight F40T12S	6	6	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Wrap F40T12S	9	9	Retrofit 1x4 w/(4) T8 & LP Elec. Ballast
1x8 Industrial F96T12S	8	8	Retrofit 1x8 w/(4) T8, Elec. Ballast & Reflector Kits
1x8 Strip F96T12S	1	1	Retrofit 1x8 w/(4) T8, Elec. Ballast & Reflector Kit
2x2 Recess Acrylic F40T12US	1	1	Retrofit 2x2 w/(2) F17T8, Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	9	9	Retrofit 2x4 w/(2) T8, Elec. Ballast & Reflector Kit
HID Metal Halide	2	2	Replace fixture w/(1) 32w CFL Flood
Incandescent	7	7	Relamp w/(1) 14w CF Spiral
Incandescent	30	30	Relamp w/(1) 23w CF Spiral
Incandescent	6	6	Relamp w/(1) 23w R30 CF
Incandescent	4	4	Replace fixture w/(2) Vanity F17T8 & LP Elec. Ballast
Incandescent	2	2	Replace Fixture w/(1) 2x13 Drum

ECM-45 Meade Garden Lighting Control

Installation of room based occupancy sensors in all offices, conference rooms, mechanical rooms, and other spaces with intermittent occupancy to control room lighting. Sensors will be dual technology Passive Infrared Radiation (PIR) and ultrasonic sensing for both motion and thermal energy. See below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Building Name	Room Location	Occupancy Sensor Type
Meade Garden	Administration/Office	Ceiling Switch
Meade Garden	Administration/Office	Wall Switch
Meade Garden	Administration/Office	Wall Switch
Meade Garden	Administration/Office	Wall Switch

ECM-46 Police Training Area Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Police Training Area. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 T8 F32T8	7	7	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 Vapor Tight F96T12S	3	3	Replace Fixture w/1x8 Vapor Tight w/(4) T8 & LP Elec. Ballast
2x4 T8 F32T8	36	36	Retrofit 2x4 w/(2) T8 & LP Elec. Ballast
2x4 T8 F32T8	24	24	Retrofit 2x4 w/(3) T8 & LP Elec. Ballast
HID Metal Halide	11	11	Replace Fixture w/(1) 32w CFL Flood
Incandescent	104	104	Relamp w/(1) 23w R30 CF
Incandescent	5	5	Replace Fixture w/(1) 2x13 Drum

ECM-48 Fleet Peoples Park Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at Fleets Peoples Park. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 T8 F32T8	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 T8 4' F32T8	2	2	Retrofit 1x4 w/(4) T8 & LP Elec. Ballast
1x8 Wrap F96T12S	2	2	Replace Fixture w/1x8 Vapor Tight w/(4) T8 & LP Elec. Ballast
Incandescent	8	8	Relamp w/(1) 23w R30 CF

ECM-49 Lake Island Area Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Lake Island Area. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Strip F40T12S	17	17	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast

1x4 Surface Mini F40T12S	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 T8 F32T8	25	25	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
2x4 Recess Acrylic F40T12	12	12	Retrofit 2x4 w/(4) T8 & LP Elec. Ballast
Metal Halide	13	13	Replace Fixture w/150w Metal Halide Pulse Start Wall Pack
Incandescent	2	2	Relamp w/(1) 14w CF Spiral
Incandescent	6	6	Replace Fixture w/(1) 13w Drum Fixture
Incandescent	1	1	Replace Fixture w/(2) 13w Drum Fixture

ECM-50 Lake Island Area Lighting Control

Installation of room based occupancy sensors in all offices, conference rooms, mechanical rooms, and other spaces with intermittent occupancy to control room lighting. Sensors will be dual technology Passive Infrared Radiation (PIR) and ultrasonic sensing for both motion and thermal energy. See below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Building Name	Room Location	Occupancy Sensor Type
Lake Island	Administration/Office	Wall Switch
Lake Island	Administration/Office	Wall Switch

ECM-51 McKean Arboretum Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the McKean Arboretum. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
Incandescent	4	4	Relamp w/(1) 23w CF Spiral

ECM-53 Dinky Dock Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Dinky Dock. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
Incandescent	4	4	Relamp w/(1) 23w R30 CF
1x4 Vapor Tight F40T12S	12	12	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast

ECM-55 ITS Building Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the ITS Building. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Industrial F40T12S	10	10	Retrofit 1x4 w/(2) T8 & LP Elec.

			Ballast
1x4 Strip F40T12S	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
2x2 Recess Acrylic F40T12US	3	3	Retrofit 2x2 w/(2) F17T8, Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	6	6	Retrofit 2x4 w/(3) T8 & LP Elec. Ballast
Metal Halide	4	4	Replace Fixture w/(1) 32w CFL Flood
Incandescent	12	12	Replace Fixture w/(1) 16w R30 CFL
Incandescent	1	1	Replace Fixture w/(1) 13w Drum Fixture
Incandescent	13	13	Replace Fixture w/(1) LED LR6 Unit

ECM-56 Bongart Plant Area Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Bongart Waste Water Plant. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Industrial F40T12S	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Strip F40T12S	1	1	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Surface Mini F40T12S	4	4	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 T8 F32T8	6	6	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Vapor Tight F40T12S	10	10	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 Industrial F96T12S	1	1	Retrofit 1x8 w/(4) T8, LP Elec. Ballast & Reflector Kit
1x8 Industrial 4' F96T12S	2	2	Retrofit 1x8 w/(4) T8 & LP Elec. Ballast
1x8 Strip F96T12S	1	1	Retrofit 1x8 w/(4) T8, LP Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	52	52	Retrofit 2x4 w/(4) T8 & LP Elec. Ballast
2x4 Surface Mini Cube F40T12S	6	6	Retrofit 2x4 w/(4) T8 & LP Elec. Ballast
HID High Pressure Sodium	1	1	Replace Fixture w/(1) 32w CF Flood
HID High Pressure Sodium	2	2	Replace Fixture w/(1) T8, Elec. Ballast, & Reflector Kit
Incandescent	4	4	Relamp w/(1) 23w CF Spiral
Incandescent	3	3	Relamp w/(2) 14w CF Spiral
Incandescent	1	1	Replace Fixture w/(1) 32w CFL Flood
Quartz Q250	1	1	Replace Fixture w/(1) 32w CFL Flood

ECM-57 Bongart Plant Area Lighting Control

Installation of room based occupancy sensors in all offices, conference rooms, mechanical rooms, and other spaces with intermittent occupancy to control room lighting. Sensors will be dual technology Passive Infrared Radiation (PIR) and ultrasonic sensing for both motion and thermal energy. See below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Building Name	Room Location	Occupancy Sensor Type
Bongart Plant	Administration/Office	Wall Switch
Bongart Plant	Restroom	Wall Switch
Bongart Plant	Administration/Office	Wall Switch
Bongart Plant	Multi-Purpose Room	Ceiling Switch
Bongart Plant	Storage Room	Wall Switch
Bongart Plant	Restroom	Wall Switch

ECM-58 Azalea Recreation Center Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Azalea Recreation Center. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Strip F40T12S	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 T8 F32T8	8	8	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Wrap F40T12S	4	4	Retrofit 1x4 w/(4) T8 & LP Elec. Ballast
2x4 Recess Acrylic F40T12S	9	9	Retrofit 1x4 w/(2) T8, LP Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	29	29	Retrofit 1x4 w/(4) T8, LP Elec. Ballast & Reflector Kit
Incandescent	8	8	Relamp w/(1) 23w R30 CF
Incandescent	13	13	Replace Fixture w/(1) 13w Drum

ECM-59 Azalea Recreation Center Lighting Control

Installation of room based occupancy sensors in all offices, conference rooms, mechanical rooms, and other spaces with intermittent occupancy to control room lighting. Sensors will be dual technology Passive Infrared Radiation (PIR) and ultrasonic sensing for both motion and thermal energy. See below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Building Name	Room Location	Occupancy Sensor Type
Azalea Rec Center	Administration/Office	Ceiling Switch
Azalea Rec Center	Administration/Office	Wall Switch
Azalea Rec Center	Administration/Office	Wall Switch
Azalea Rec Center	Multi-Purpose Room	Ceiling Switch
Azalea Rec Center	Storage Room	Wall Switch
Azalea Rec Center	Multi-Purpose Room	Ceiling Switch

ECM-60 Azalea Tennis Tower Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Azalea Tennis Tower. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Strip F40T12S	14	14	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Wrap F40T12	8	8	Retrofit 1x4 w/(4) T8 & LP Elec. Ballast

ECM-61 Magnolia Plant Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the Magnolia Water Plant. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 T8 F32T8	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 Industrial F96T12S	14	14	Replace Fixture w/(1) 1x8 Vapor Tight w/(4) T8 & LP Elec. Ballast
1x8 Vapor Tight F96T12S	20	20	Replace Fixture w/(1) 1x8 Vapor Tight w/(4) T8 & LP Elec. Ballast
2x2 T8 FBO32T8US/841/ECO	3	3	Retrofit 2x2 w/(2) F17T8, Elec. Ballast & Reflector Kit
HID Metal Halide	15	15	Replace Fixture w/1x4 Vapor Tight w/(2) T8 & LP Elec. Ballast
HID Metal Halide	16	16	Replace Fixture w/(1) 84w CFL Wall Pack
HID Metal Halide	15	15	Retrofit w/(1) 32w CFL

ECM-62 PWC Area Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the PWC Work Center. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 Recess Acrylic F40T12S	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 Strip F40T12S	1	1	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 Strip F96T12S	28	28	Retrofit 1x8 w/(4) T8, LP Elec. Ballast & Reflector Kit
1x8 T8 4' F32T8	19	19	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
2x2 Recess Acrylic F40T12US	2	2	Retrofit 2x2 w/(2) F17T8, LP Elec. Ballast & Reflector Kit
2x2 T8 F32T8	3	3	Retrofit 2x2 w/(2) F17T8, LP Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	9	9	Retrofit 2x4 w/(2) T8, LP Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	4	4	Retrofit 2x4 w/(4) T8 & LP Elec. Ballast
2x4 T8 F32T8	4	4	Retrofit 2x4 w/(2) T8 & LP Elec. Ballast

2x4 T8 F32T8	12	12	Retrofit 2x4 w/(2) T8, LP Elec. Ballast & Reflector Kit
2x4 T8 F32T8	8	8	Retrofit 2x4 w/(4) T8 & LP Elec. Ballast
Incandescent	3	3	Relamp w/(1) 14w CF Spiral
Incandescent	3	3	Relamp w/(1) 23w CF Spiral
Incandescent	1	1	Replace Fixture w/(1) LED LR6 Unit

ECM-63 PWC Area Lighting Controls

Installation of room based occupancy sensors in all offices, conference rooms, mechanical rooms, and other spaces with intermittent occupancy to control room lighting. Sensors will be dual technology Passive Infrared Radiation (PIR) and ultrasonic sensing for both motion and thermal energy. See below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Building Name	Room Location	Occupancy Sensor Type
PWC Area	Administration/Office	Ceiling Switch
PWC Area	Administration/Office	Wall Switch
PWC Area	Administration/Office	Wall Switch
PWC Area	Administration/Office	Wall Switch
PWC Area	Multi-Purpose Room	Wall Switch
PWC Area	Multi-Purpose Room	Wall Switch
PWC Area	Multi-Purpose Room	Wall Switch
PWC Area	Open Area	Ceiling Switch
PWC Area	Administration/Office	Wall Switch

ECM-64 PWC Lakes Building Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the PWC Lakes Building. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x3 Vanity F30T12	1	1	Retrofit 1x3 w/(2) F25T8 & LP Elec. Ballast
1x4 Strip F40T12S	10	10	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x4 T8 F32T8	2	2	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 Strip F96T12S	6	6	Retrofit 1x8 w/(4) T8, LP Elec. Ballast & Reflector Kit
1x8 T8 4' F32T8	15	15	Retrofit 1x8 w/(4) T8 & LP Elec. Ballast
2x2 Recess Acrylic F40T12US	1	1	Retrofit 2x2 w/(2) F17T8, Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	2	2	Retrofit 2x4 w/(2) T8 & LP Elec. Ballast
2x4 Recess Acrylic F40T12S	10	10	Retrofit 2x4 w/(2) T8, LP Elec. Ballast & Reflector Kit
2x4 Recess Acrylic F40T12S	7	7	Retrofit 2x4 w/(4) T8 & LP Elec. Ballast
2x4 T8 F32T8	6	6	Retrofit 2x4 w/(2) T8 & LP Elec. Ballast

Double Faced Exist	2	2	Replace Fixture w/(1) LED/Battery
Incandescent	1	1	Replace Fixture w/(1) LED LR6 Unit

ECM-65 PWC Building #4 Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the PWC Building #4. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 T8 F32T8	17	17	Retrofit 1x4 w/(2) F25T8 & LP Elec. Ballast
HID Metal Halide	4	4	Replace Fixture w/(1) 32w CFL Flood

ECM-66 PWC Building #11 Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the PWC Building #11. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 T8 F32T8	25	25	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 T8 4' F32T8	25	15	Retrofit 1x8 w/(4) T8 & LP Elec. Ballast
2x4 T8 F32T8	18	18	Retrofit 2x4 w/(2) T8 & LP Elec. Ballast
HID High Pressure Sodium	10	10	Replace Fixture w/(1) 32w CFL Flood
HID Metal Halide	5	5	Remove Existing Fixture

ECM-67 PWC Building #12 Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the PWC Building #12. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x4 T8 F32T8	5	5	Retrofit 1x4 w/(2) T8 & LP Elec. Ballast
1x8 Strip F96T12	3	3	Retrofit 1x8 w/(4) T8, LP Elec. Ballast & Reflector Kit
1x8 T8 4' F32T8	2	2	Retrofit 1x8 w/(4) T8 & LP Elec. Ballast
2x4 T8 F32T8	23	23	Retrofit 2x4 w/(2) T8 & LP Elec. Ballast
HID Metal Halide	12	12	Replace Fixture w/(1) 32w CFL Flood
Incandescent	4	4	Replace Fixture w/(1) LED LR6 Unit

			Ballast
HID Metal Halide	4	4	Replace Fixture w/ (1) 150w Metal Halide Pulse Start Wall Pack
Incandescent	8	8	Relamp w/(1) 23w R30 CF
Incandescent	2	2	Replace Fixture w/(1) 32w CFL Flood

ECM-71 PWC Storage #1 Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the PWC Storage Building #1. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x8 T8 4' F32T8	14	14	Retrofit 1x8 w/(4) T8 & LP Elec. Ballast
Incandescent	4	4	Relamp w/(1) 23w CF

ECM-72 PWC Storage #2 Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the PWC Storage Building #2. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x8 Strip F96T12S	28	28	Retrofit 1x8 w/(4) T8, LP Elec. Ballast & Reflector Kit
Incandescent	9	9	Relamp w/(1) 23w CF

ECM-73 PWC Storage #3 Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the PWC Storage Building #3. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
1x8 Vapor Tight F96T12	3	3	Retrofit 1x8 w/(4) T8 & LP Elec. Ballast
Incandescent	4	4	Replace Fixture w/(1) 1x4 Vapor Tight T8 & LP Elec. Ballast

ECM-75 PWC Fuel Island Lighting Retrofit

Included is a complete retrofit of all the appropriate lighting fixtures at the PWC Fuel Island. See the below table for a summary of the Scope of Services. For room by room details, see the Detailed Lighting Audit included in Appendix C.

Existing Lighting System	Existing Quantity	Proposed Quantity	Proposed Retrofit Solution
HID Metal Halide	4	4	Replace Fixture 2x2 Surface w/(4) 28w Biac Lamp & LP Elec. Ballast

PROJECT FUND AGREEMENT

THIS PROJECT FUND AGREEMENT is dated as of June 29, 2011, and is by and between the **CITY OF WINTER PARK**, a public body of the State of Florida (the "City"), and **BRANCH BANKING AND TRUST COMPANY** ("BB&T").

RECITALS

The City is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Lease Agreement dated as of June 29, 2011 (the "Lease Agreement"), by and between the City and BB&T. The purpose of the Lease Agreement is to provide for BB&T's advance of \$1,725,656.00 to the City to finance the City's acquisition of equipment, as defined in the Lease Agreement. In partial consideration for BB&T's entering into the Lease Agreement, the City has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

In this Project Fund Agreement, the term "**Project Costs**" means all costs of the design, planning, acquiring, installing of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the City under the Lease Agreement, including (a) sums required to reimburse the City or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through the Lease Agreement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Lease Agreement.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date, BB&T will deposit \$1,725,656.00 into a special account of the City at Branch Banking and Trust Company to be designated "2011-002 City of Winter Park Project Fund" (the "Project Fund"). This account shall be held separate and apart from all other funds of the City. The Project Fund is the City's property, but the City will withdraw amounts on deposit in the Project Fund only as provided in this Project Fund Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the City's obligations under the Lease Agreement.

2.2. Requisitions from Project Fund. The City may withdraw funds from the Project Fund only after authorization from BB&T. BB&T will disburse funds from the Project Fund only to the City and only upon its receipt of one or more written requisitions signed by one of the below listed designated City Representatives substantially in the form of Exhibit A.

Printed Name:

Signature:

The City may designate additional Representatives to sign requisitions upon written notification to BB&T.

Upon receipt of a requisition from the City, BB&T will promptly undertake such review of the matters referred to in such requisition as it shall deem appropriate, and will then promptly notify the City of its approval of the requisition or the reasons for its disapproval.

2.3. Disposition of Project Fund Balance.

(a) ***Upon completion*** -- Promptly after the acquisition and installation of the Equipment has been completed, the City shall deliver to BB&T a certificate to such effect signed by a City Representative.

(b) ***Upon default*** -- Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments in any manner BB&T may reasonably deem appropriate.

(c) ***Upon Nonappropriation*** - Upon the occurrence of an Event of Nonappropriation, BB&T may, without demand or notice, apply any balance remaining in the Project Fund against outstanding Required Payments in any manner BB&T may reasonably deem appropriate.

(d) ***After delay or inactivity*** -- If (i) more than two years have elapsed from the Closing Date or (ii) at least six months has passed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the City, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(e) ***Application of Project Fund balance*** -- BB&T will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to

interest accrued and unpaid to the disposition date of the Project Fund. Such prepayment, however, will not affect any other City payment obligation under the Lease Agreement. BB&T will notify the City of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. Investment. (a) The City and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the City will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the City's obligations under the Lease Agreement, unless the City has supplied BB&T with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the City, addressed to it at the following address: City of Winter Park, Attention: Finance Director, 401 S. Park Avenue, Winter Park Florida 32789.

(ii) If intended for BB&T, addressed to it at the following address: BB&T Governmental Finance, Attention: Account Administration/Municipal – Project Fund Agreement Notice, 5030 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the City in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. **Choice of Law.** The parties intend that Florida law shall govern this Project Fund Agreement.

3.4. **Amendments.** This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the City .

3.5. **No Third-Party Beneficiaries.** There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. **Successors and Assigns.** All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. **Severability.** If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. **Counterparts.** This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. **Termination.** Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

SEAL

CITY OF WINTER PARK

ATTEST

By: _____
Kenneth W. Braadley, Mayor

By: _____
Cynthia S. Bonham, Clerk

BRANCH BANKING AND TRUST COMPANY

By: _____

Printed Name: _____

Title: _____

[Project Fund Agreement dated as of June 29, 2011]

PROJECT FUND REQUISITION

[To Be Prepared on City's Letterhead for Submission]

June 29, 2011

Ms. Trina Britt tmbritt@bbandt.com 704-954-1873
Project Specialist
BB&T Governmental Finance
5130 Parkway Plaza Boulevard, Building 9
Charlotte, North Carolina 28217

RE: Request for disbursement of funds from the Project Fund related to Contract No. 003-2312809-002 with the City of Winter Park, dated June 29, 2011.

Dear Ms. McDermott,

Pursuant to the terms and conditions of the Project Fund Agreement dated as of June 29, 2011, the City of Winter Park (the "City"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the City of Winter Park

Amount: \$ _____

Applicable Vendor Invoices:

Project Description:

Location of Facilities:

The City of Winter Park makes this requisition pursuant to the following representations:

1. The City has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Lease Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The City has in place insurance on this portion of the Equipment that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the City for a Project Cost expenditure previously made, or (b) will be used by the City promptly upon the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF WINTER PARK

By: _____

Title: _____

CLOSING CERTIFICATE

The undersigned officers of the City of Winter Park, Florida (the "City"), hereby certify as follows:

1. On _____, 2011, the City's governing board (the "Board") adopted the attached resolution (the "Resolution"), authorizing and providing for a lease financing with Branch Banking and Trust Company. The Resolution was duly adopted at a meeting duly called and held at which a quorum was present and acting throughout. The Resolution has not been repealed, revoked, rescinded or amended, but remains in full effect as of today. A copy of the Resolution is attached hereto.

2. The signatures set forth below are the true and genuine signatures of the persons holding the indicated offices. The indicated persons have held such offices at all times since the Resolution was adopted.

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>
Kenneth W. Bradley	Mayor	_____
Charles W. Hamil	Finance Director	_____
Cynthia S. Bonham	Clerk	_____

3. The City's Attorney is Ken Artin.

4. The City has duly authorized, executed and delivered the Lease Agreement and the Project Fund Agreement provided for by the Resolution. We have reviewed the City's representations as set forth in such Agreements, and all of such representations are correct and complete in all material respects as if made today.

5. The seal impressed below is the City's official seal, and has been the City's official seal since prior to the adoption of the Resolution.

WITNESS our signatures and the seal of the City of Winter Park, Florida, this 29th day of June, 2011.

(SEAL)

By: _____
Kenneth W. Bradley, Mayor

By: _____
Charles W. Hamil,
Finance Director

By: _____
Cynthia S. Bohham, Clerk

USE OF PROCEEDS CERTIFICATE

The undersigned Finance Director of the City of Winter Park (the "City"), is among the City officers charged with responsibility for the City's entering into a Lease Agreement dated as of June 29, 2011 (the "Agreement"), with Branch Banking and Trust Company ("BB&T"). This Certificate is delivered as part of the official record of the proceedings for the delivery of the Agreement. I am executing and delivering this Certificate on behalf of the City to set forth in good faith the City's reasonable expectations concerning the use and investment of financing proceeds and other related matters, in order to assure that interest on the Obligations, as defined below, will be excluded from gross income for federal income tax purposes. I understand that I have an obligation to make the representations in this Certificate both correct and complete.

All capitalized terms used in this Certificate and not otherwise defined have the meanings assigned to such terms under the Treasury Regulations applicable to tax-exempt bonds.

PURPOSE OF AGREEMENT

1. The City is executing and delivering the Agreement today to provide funds to finance the acquisition and installation (the "Project") of energy conservation measures (the "Equipment"), and to pay certain financing costs. BB&T will advance funds to the City pursuant to the Agreement for the Project. BB&T is entering into the Agreement for its own account with no current intention of reselling its rights under the Agreement or any interest therein, except that BB&T may make an assignment of payment rights to an affiliate, in whole, at par and without recourse.

PROCEEDS; PAYMENT OBLIGATIONS

2. (a) BB&T will today pay directly to the City the full principal amount to be advanced under the Agreement of \$1,725,656.00 (the "Proceeds").

(b) Under the Agreement, the City is obligated to pay Base Payments, as defined in the Agreement, on the dates and in the amounts set forth in the Agreement (the City's obligations to pay Base Payments are referred to in this Certificate as the "Obligations"), subject to prepayment as provided in the Agreement.

(c) The Base Payments reflect the repayment of the Proceeds and include a designated interest component corresponding to an annual interest rate of 3.05%. The City does not expect to prepay any of the Obligations prior to the scheduled payment dates.

USE OF PROCEEDS; REIMBURSEMENT

3. (a) All of the Proceeds and all investment earnings thereon will be used to pay Project Costs, including costs incurred in connection with the execution and delivery of the Agreement and interest on the Obligations during the Project period.

(b) All of such costs will be incurred and expenditures made subsequent to today, except for reimbursement to the City for amounts (i) paid not more than 60 days prior to today, (ii) representing engineering, design and similar preliminary expenses in an aggregate amount not exceeding 20% of the principal amount of the Obligations, or (iii) otherwise in an amount not exceeding 5% percent of the Proceeds.

(c) All expenditures to be reimbursed occurred not more than 18 months prior to today. None of the Equipment was placed in service more than one year before today.

(d) All of the costs to be paid or reimbursed from Proceeds will be Capital Expenditures, and none will be Working Capital Expenditures. No portion of the Gross Proceeds will be used, directly or indirectly, to make or finance loans to two or more ultimate borrowers.

QUALIFICATION FOR TEMPORARY PERIOD

4. Work on the Project will begin, or did begin, on or about _____. Work on the Project will proceed with due diligence, and the Equipment will be placed in service beginning on or about _____. Within 90 days of today (if it has not already done so), the City will enter into substantial binding obligations to third parties to spend the Proceeds on Project Costs that are capital expenditures in an amount exceeding 5% of the amount financed. The City estimates that all the Proceeds and all the investment earnings thereon will be fully expended within one (1) month from today.

INVESTMENT PROCEEDS

5. (a) Any earnings or net profit derived from the investment of the Proceeds will be used to pay additional Project Costs or interest on the Obligations not later than the date that is the later of (i) three years from today or (ii) twelve months from the date of the receipt of such earnings.

(b) After the date that is three years from today, the City will not invest any of the Gross Proceeds at a Yield in excess of the Yield on the Obligations.

(c) No investment will be acquired or disposed of at a cost or price that exceeds its Fair Market Value as of the acquisition date, or which is less than its Fair Market Value as of the disposition date. No portion will be invested in any investment as to which the economic return is substantially guaranteed for more than three years.

(d) No portion of the Gross Proceeds will be used, directly or indirectly, to replace funds that the City used (directly or indirectly) to acquire securities or obligations producing (or expected to produce) a Yield higher than the Yield on the Obligations.

NO OVER-ISSUANCE OR EXCESSIVE MATURITY

6. (a) The sum of the Proceeds and the reasonably expected investment earnings thereon does not exceed the amount reasonably expected to be required to pay Project Costs, including interest on the Obligations during the Project period and financing costs.

(b) The term of the Obligations is not longer than reasonably necessary for the governmental purposes thereof, and is not longer than the expected useful life of the Equipment.

(c) In connection with the issuance of the Obligations, the City has not utilized any device (not described in this Certificate) which attempts to circumvent the restrictions of the Code to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage. The City has not attempted to increase improperly the burden on the market for tax-exempt securities (for example, by selling its obligations in larger amounts or with longer maturities, or selling them sooner, than would otherwise be necessary).

COMPLIANCE WITH REBATE REQUIREMENT

7. In the Agreement, the City has agreed to comply with provisions of the Code which in some circumstances require the City to pay some of its investment earnings to the United States, as provided in Code Section 148.

PRIVATE ACTIVITY TESTS

8. No payment on the Obligations is secured by property to be used in any private business. None of the Proceeds are to be used for any such private business use. The City has no leases, management contracts or other agreements with private entities or the federal government for either (a) management or operation of the Equipment, or (b) the use of designated portions of the Equipment.

QUALIFIED TAX-EXEMPT OBLIGATIONS

9. (a) None of the Obligations are "private activity bonds" within the meaning of Code Section 141. The aggregate amount of tax-exempt obligations, including the Obligations, issued and reasonably expected as of today to be issued in calendar year 2010 by (i) the City, (ii) all entities on behalf of which the City issues tax-exempt obligations, and (iii) all governmental units that are "subordinate" to the City, within the meaning of Code Section 265(b)(3), and (iv) all entities that issue tax-exempt obligations on behalf of the same such entities, does not exceed \$10,000,000. The City has no reason to believe that the City and such other entities will issue tax-exempt obligations in 2010 in an aggregate amount that will exceed such \$10,000,000 limit.

(b) In making the statements in subparagraph (a) above, I have taken into account (i) all the City's departments and agencies and (ii) all political subdivisions or other entities (x) which have the power to borrow money or enter into contracts and (y) of which the City is a member or over which it has legal or practical control. For all of such entities, I have taken into account all bonds, bond anticipation notes, installment or lease-purchase contracts and all other obligations to pay money (excluding only current accounts payable and private activity bonds) issued or to be issued or contracted by such entities in calendar year 2010.

INVESTED SINKING FUNDS

10. There are no funds (a) to be held under the Agreement or (b) which are pledged as security for the Obligations (including by way of negative pledges), or which will be used to pay the Obligations, or which could be reasonably be expected to be available to pay the Obligations if the City were to encounter financial difficulty. The City will pay the Obligations from its general funds, with there being no obligation (or expectation) on the part of the City or any other entity to segregate or identify any particular funds or accounts for the payment of or security for the Obligations.

MISCELLANEOUS

11. (a) No substantial part of the Equipment will be sold, no arrangement has been or will be entered into with respect to the Equipment that would be treated as a sale for federal income tax purposes, and the City expects to use the Equipment for its currently-intended purpose at least until the stated date for final payment of the Obligations, in all cases other than such insubstantial portions as may be disposed of in the ordinary course of business due to normal wear or obsolescence.

(b) There are no other tax-exempt bonds, notes or obligations of the City which have been or are expected to be issued or contracted within 20 days before or after today.

(c) None of the Proceeds will be used to make any payment on any other City obligation that was contracted in the exercise of the City's borrowing power.

(d) No portion of the Obligations is Federally Guaranteed.

REASONABLENESS; BINDING EFFECT

12. To the best of my knowledge and belief, the expectations set forth above are reasonable and the statements set forth above are correct. The City's covenants made as described in this Certificate are intended as binding covenants of the City.

WITNESS my signature this 29th day of June 2011.

CITY OF WINTER PARK

By: _____
Charles W. Hamil, Finance Director

BB&T INSURANCE REQUIREMENTS

Certificate of Insurance setting forth the following:

- General liability insurance in an amount not less than \$1,000,000.00 for personal injury or death and not less than \$1,000,000.00 for property damage. The certificate should list *BB&T Governmental Finance* as an additional insured.
- Automobile liability insurance related to the equipment/vehicle(s) in an amount not less than \$1,000,000.00 for personal injury or death and not less than \$1,000,000.00 for property damage
- Property damage insurance in an amount equal to the estimated replacement cost of the equipment/vehicle(s). This property damage insurance must include a lender's loss payable endorsement in favor of BB&T. We will need a copy of the endorsement for our file.
- Worker's compensation insurance
- The address to be referenced on the Certificate of Insurance for BB&T Governmental Finance is 5130 Parkway Plaza Boulevard, Charlotte, NC 28217.

[Form of City Attorney's Opinion]

[To Be Prepared on Attorney's Letterhead]

June 29, 2011

City of Winter Park, Florida

Branch Banking and Trust Company ("BB&T")
Charlotte, North Carolina

\$1,725,656.00 Lease Financing for the City of Winter Park, Florida

Ladies and Gentlemen:

I have represented the City of Winter Park, Florida, (the "City"), in connection with the City's authorization, execution and delivery of the following:

(1) A Lease Agreement dated as of June 29, 2011 (the "Lease Agreement"), between the City and BB&T; and

(2) A Project Fund Agreement dated as of June 29, 2011 (the "Project Fund Agreement"), between the City and BB&T.

In this connection, I have reviewed (a) the Constitution of the State of Florida and other applicable law; (b) certain proceedings taken by the City, including a resolution (the "Resolution") adopted on _____, 2011, pertaining to the authorization of the above documents and related transactions; (c) executed copies of the Lease Agreement and the Project Fund Agreement (the "Agreements"); and (d) such other information and documents as I have deemed relevant in order to render this opinion.

Based upon the foregoing, it is my opinion that:

1. The City is a Florida public body duly existing pursuant to Florida law.
2. The City has duly adopted the Resolution.
3. The City has duly authorized, executed and delivered each Agreement. Assuming the due authorization, execution and delivery of an Agreement by every other party thereto, each such Agreement constitutes a valid and binding agreement of the City enforceable in accordance with its terms. The enforceability of the City's obligations with respect to the Agreements is subject to the provisions of bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights. The enforceability of such obligations is also

subject to usual equity principles, which may limit the specific enforcement of certain remedies.

4. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the City's entering into the Lease Agreement, the City's performing its obligations thereunder or the transactions contemplated thereby. The City has complied with all required public-bidding procedures regarding the Equipment (as defined in the Lease Agreement) and the transactions contemplated by the Lease Agreement.

5. All of the Equipment described in the Lease Agreement as intended to be financed by the City will be personal property when installed as expected, and no portion will be real property or a "fixture" within the meaning of the Florida Uniform Commercial Code.

6. To the best of my knowledge after reasonable investigation, neither (a) the adoption of the Resolution, nor (b) the execution and delivery of the Agreements or the consummation of the transactions contemplated thereby, nor (c) the fulfillment of or compliance with the terms and conditions of the Agreements, breaches or violates any provision of any contract, lease, instrument or other agreement or any judgment, order or decree of any court or other governmental authority to which the City is a party or by which the City is bound. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument which, at this time, constitutes a default or which, with notice or lapse of time or both, would constitute an event of default under any such contract, lease, instrument or other agreement or any such judgment, order or decree.

7. There is no litigation or any proceeding before any governmental agency pending or, to the best of my knowledge after reasonable investigation, threatened against the City (or any official thereof in an official capacity) with respect to (a) the City's organization or existence, (b) the City's authority to execute and deliver the Agreements, to adopt the Resolution or to comply with the terms thereof, (c) the transactions contemplated by the Agreements and the Resolution, (d) the title to office of any City governing board member or any other City officer, or (e) any authority or proceedings relating to the City's execution or delivery of any of the Agreements.

Very truly yours,

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Winter Park, Florida		2 Issuer's employer identification number (EIN) 59 6000454	
3 Number and street (or P.O. box if mail is not delivered to street address) 401 S. Park Avenue	Room/suite	4 Report number (For IRS Use Only) 3	
5 City, town, or post office, state, and ZIP code Winter Park, Florida 32789		6 Date of issue June 29, 2011	
7 Name of issue \$1,725,656.00 equipment installment financing		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information Chares W. Hamil, Finance Director		10 Telephone number of officer or other person (407) 599-3381	

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► energy conservation measures	18	1,725,656	00
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2022	\$ 1,725,656.00	\$ 1,725,656.00	6.183 years	3.05 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,725,656	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,725,656	00

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37a | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- 37** Pooled financings: **a** Proceeds of this issue that are to be used to make loans to other governmental units
- b** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____
- 38** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 39** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 40** If the issuer has identified a hedge, check box ☐

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	<div style="display: flex; justify-content: space-between;"> <div>▶ _____ Signature of issuer's authorized representative</div> <div>▶ _____ Date</div> </div>	<div style="display: flex; justify-content: space-between;"> <div>▶ Charels W. Hamil, Finance Dir Type or print name and title</div> </div>		
Paid Preparer's Use Only	<div style="display: flex; justify-content: space-between;"> <div>▶ _____ Preparer's signature</div> <div>▶ _____ Date</div> </div>	<div style="display: flex; justify-content: space-between;"> <div>Check if self-employed <input type="checkbox"/></div> <div>Preparer's SSN or PTIN</div> </div>		
	<div style="display: flex; justify-content: space-between;"> <div>▶ _____ Firm's name (or yours if self-employed), address, and ZIP code</div> <div>▶ _____ EIN</div> </div>	<div style="display: flex; justify-content: space-between;"> <div>▶ _____ Phone no. ()</div> </div>		

CITY OF WINTER PARK, FLORIDA

INVOICING INFORMATION SHEET

CONTRACT NUMBER: 003-2312809-002

CONTRACT DATE: _____

INVOICING ADDRESS:

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON'S E-MAIL ADDRESS: _____

Please return this completed form to:

Ms. Trina Britt
Project Specialist
BB&T Governmental Finance
5130 Parkway Plaza Boulevard, Building 9
Charlotte, North Carolina 28217

**BB&T Governmental Finance**

5130 Parkway Plaza Boulevard
Building #9
Charlotte, North Carolina 28217
(704) 954-1700
Fax (704) 954-1799

INVOICE

003-2312809-002

City of Winter Park
401 S. Park Avenue
Winter Park, Florida 32789

Closing Fee

\$2,500.00

Payment due at June 29, 2011 closing

REMIT TO:

BB&T GOVERNMENTAL FINANCE
5130 PARKWAY PLAZA BOULEVARD, BUILDING 9
CHARLOTTE, NORTH CAROLINA 28217

RESOLUTION NO. ____-11

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH BRANCH BANKING AND TRUST COMPANY, AS LESSOR, AND SEPARATE LEASE SCHEDULES ATTACHED THERETO; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A PROJECT FUND AGREEMENT FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "Commission") of the City of Winter Park, Florida (the "City") has determined that a true and very real need exists for the acquisition, purchase and financing of certain property relating to energy conservation within the City (the "Equipment"); and

WHEREAS, the City has taken the necessary steps to arrange for the acquisition of such Equipment, including any legal bidding requirements under applicable law;

WHEREAS, the proposal submitted by Branch Banking and Trust Company (the "Bank") to the City for the financing of the Equipment, which is attached hereto as Exhibit A, contained the terms most advantageous to the City; and

WHEREAS, the City now desires to authorize and approve in connection with the lease purchase financing of the Equipment, (i) the form of the Lease Purchase Agreement to be entered into by and between the City and the Bank (the "Lease Agreement") and the exhibits attached thereto, (ii) the form of the Project Fund Agreement to be entered into by and among the City and the Bank (the "Project Fund Agreement," and together with the Lease Agreement, the "Financing Documents"), and (iii) the execution and delivery of the Financing Documents in substantially the forms attached hereto as Exhibit B with such terms as are necessary to properly reflect the terms of the Bank's proposal and (iv) additional limited general authority; and

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1.AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes and other applicable provisions of law (collectively, the "Act").

SECTION 2.RECITALS.

(A) The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(B) It is in the best interest of City and its inhabitants to purchase the Equipment and to obtain the financing therefor.

(C) It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interest of the City to enter into the Lease Agreement with the Bank for the Equipment, upon the satisfaction of the conditions set forth in Section 3 hereof.

SECTION 3.AUTHORIZATION OF FINANCING DOCUMENTS. The Commission does hereby authorize the execution and delivery, on behalf of the City, by its Mayor, and the corporate seal of the City and attested by its City Clerk, of the Lease Agreement. The Financing Documents shall be in substantially the form attached hereto and marked Exhibit B and are hereby approved, with such changes therein as shall be approved by any of the authorized officers executing the same, with such execution constituting conclusive evidence of such officer's approval and the City's approval of any changes therein to the form of the Lease Agreement attached hereto. Notwithstanding the foregoing, the terms of the lease purchase financings for the Equipment shall be in a principal amount of not to exceed \$1,725,656, for a term of not to exceed 11 years and bear a fixed rate of interest of not to exceed 3.05%.

SECTION 4.. GENERAL AUTHORIZATION. The Mayor, the Finance Director, the City Clerk, the City Attorney and the officers and agents of the City, are hereby authorized and directed to do all acts and things required by them by the provisions of the Financing Documents in connection with the lease purchase financing of the Equipment, to the extent that full compliance with the terms thereof shall be effected. In the event the Mayor or the City Clerk are unable or unavailable to execute any document or take any action required, the Vice-Mayor shall be fully authorized to take such action for the Mayor and the Deputy City Clerk shall be fully authorized to take such action for the City Clerk.

SECTION 5.SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions hereof.

SECTION 6. REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this resolution are hereby repealed to the extent of such conflict.

SECTION 7. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

ADOPTED 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 27th day of June, 2011.

Mayor

ATTEST:

City Clerk

EXHIBIT A

PROPOSAL FROM BRANCH BANKING AND TRUST COMPANY

EXHIBIT B

FINANCING DOCUMENTS