



city commission agenda

Regular Meeting

3:30 p.m.

January 9, 2012

Rachel D. Murrah Civic Center
1050 West Morse Boulevard

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.

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1	Meeting Called to Order	
2	Invocation Finance Director Wes Hamil Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	Projected Time
	a. Board appointments: - Parks and Recreation: Julio de Arcos	5 minutes
5	City Manager's Report	
6	City Attorney's Report	Projected Time
	a. Settlement Agreement with Sydgan Corporation, W.F.G., Ltd.	10 minutes
7	Non-Action Items	Projected Time
	a. Financial Report – November 2011	10 minutes

[illegible]

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."

02/15/2009



Citizen Board Application Form

Note: This application is valid for one year from the date of completion.

If you are interested in serving on a City Board, please complete this application and return it to: City Manager's Office, 401 Park Avenue South, Winter Park, FL 32789. Fax 407-599-3436.

Name: Julio de Arcos Home phone: 305 940 5510
Home address: 200 Cothran Ave Business phone: _____
Business: _____ E-Mail address: Julio de Arcos P
Business address: _____ ASL.Cou

Are you a registered voter?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a resident of the city?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you own property in the city?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you hold a public office?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are you employed by the city?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Until you are selected for the board of your choice, may we submit your application when vacancies occur, rather than phoning you? ☒ Yes ☐ No

Please list in order of your preference, the Board(s) for which you are submitting this application and the special skill(s) that would be beneficial in serving on said board. Note: The functions and requirements of each board are listed on pages 3 and 4 of this application form.

1. Parks + Recreation / See next page.
2. _____ / _____
3. _____ / _____

Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards? (A conflict of interest would be anything that inures to your benefit, your employer's benefit or a member of your family's benefit. For Example: You are applying for a Planning and Zoning Board Appointment and are an Architect or Attorney that may occasionally represent a client with a project before the board. Note: Having a potential conflict of interest does not necessarily exclude you from serving on a board.) ☐ Yes ☒ No

If yes, please explain:

Are you currently serving on a City Board(s)? ☐ Yes ☒ No
If yes, which board(s) _____

Have you previously served on a City Board(s)? ☐ Yes ☒ No
If yes, which board(s) _____

Please list any other community involvement:

Rotary Club of Winter Park.
Three year Commissioner Howard Palmetto Baseball League
League in Fla. - 3 year President West Winter
Athletic program.

Please list any work/career experience:

Beardi USA 35 years. Last Responsibility Manager
Special Corp. Events. - Doral PGA Golf town - Gony Ericsson
Tennis town - All U. of Miami Athletic events - Kiwanis
Club of Little Havana Calle Ocho Street event and all other
Promotional events.

Please list your educational experience:

University of Miami BBA, Marketing Major.
U. of Michigan Continuing Education program.

Signature

Date

4/3/11



city commission city manager's report

item type City Manager's Report

meeting date January 9, 2012

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
City Hall Renovation	<p>The moving stage of the project is completed. Construction is underway.</p> <p>City Commission Meetings will be held at the Civic Center. Many of the advisory board meetings are being held at the Welcome Center and the Community Center. Members of the Public interested in attending should check the City's website (www.cityofwinterpark.org) or call 407-599-3245 to determine locations.</p>	February 2012
Pensions	<p>Additional calculations are being performed. A shade meeting for the Commission is going to be requested at the January 9, 2012 meeting.</p>	
Lee Road Median Update	<p>FDOT comments restrict planting of canopy trees over the vast majority of the islands due to sight distance & bill board restrictions. Only possibility is low shrubs and single trunk crepe myrtles. Meeting scheduled for January 5 with FDOT District V secretary.</p>	Meet to agree on design, January 5, 2012
Pro Shop Renovation	<p>Currently working on patio site work and interior finishing.</p>	Anticipate completion December 2011
Fairbanks Improvement Project	<p>Re-design of the new lift station location is nearly complete. Access to the proposed lift station site has been limited so we have not been able to get geotechnical borings yet. The signed FDEP permit application from Altamonte Springs should be here this week. With the former in place we will be submitting the plans to FDEP by mid January.</p>	Project should be out to bid in January, awarding bids in late February and Notice to Proceed in March, 2012.

Hazardous Waste	Another round of comments has 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.	Currently waiting on Orange County.
Holiday Decorating Contest	City Commissioners have been invited to judge the holiday decorating contest in the Central Business District. Commissioners may judge beginning December 1 st through December 31 st .	Contest Winners announced January 23, 2012.
Dead Tree Removal	The City is currently finalizing a contract to begin dead tree removal in January, if not sooner. Contractors will be removing the trees and in-house staff will be managing the replanting.	March 2012

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 improvements 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 provide that the parking garage shall not exceed 5 levels and to allow W.F.G. the right to request to add a third floor to the commercial buildings 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 the 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 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 the recitals of this Agreement are true and correct to the best of the parties' knowledge, 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 revision of conditions 1 and 2 and removal of conditions 4 and 5 imposed on May 10, 2010, so that the conditions on the conditional use permit would be:

(1) No construction shall take place on the additional parking garage expansion until residential development on the vacant lots at 672 and 660 Symonds Avenue has begun. Furthermore, no construction shall take place on building number three located at 171 North Pennsylvania Avenue until either a minimum of a two-unit duplex located at 620 Symonds Avenue (west half of Lot 2, Block H, Capen's Addition to Winter Park; Plat Book

“A, Page 95), which is the vacant land area just west of the Symonds Avenue commercial surface parking lot, has begun or residential development on the vacant lots at 712 and 726 Symonds Avenue (west half of Lot 5 and the east half of Lot 6, Block H, Capen’s Addition to Winter Park; Plat Book “A, Page 95) has begun and that those residential buildings shall be deemed sufficient to satisfy the conditions of the Development Agreement, as amended.

(2) The maximum parking garage expansion is not to exceed five levels. The specific future development of the adjacent vacant land will be determined based on the applicable land development code parking requirements for projects on the properties which are governed by the Developer’s Agreement and which are approved by the City, and

(3) 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 to 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 have, or that 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 both 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 November (17% of fiscal year lapsed) Fiscal Year 2012

General Fund

Financial results for the two months of FY 2012 in the General Fund are favorable with the following items noted:

- Overall General Fund revenues are \$240,006 ahead of last year. Discussion of major revenue sources is below.
- The City will receive its largest property tax distributions in December and January.
- Franchise fee revenues include only one month of solid waste and electric franchise fees. Both are comparable to one twelfth of the annual budget.
- Electric and water utility taxes are comparable to budget and prior year receipts through November. The City will receive its first Communication Services Tax distribution in December.
- Business taxes are due October 1 of each year so the largest portion of this revenue has already been received.
- Building permit revenues are ahead of budget and the prior year at this early point in the fiscal year.
- Intergovernmental revenues are low in comparison to budget because the City will not receive its first distributions of half cent sales tax and local option gas tax until December.
- Charges for services now include the Golf Course. Golf course revenues increased total charges for services revenue for the first two months by \$50,321. Without these revenues, we would be \$35,895 behind the prior year.
- Fines and forfeiture revenues are ahead of last year but behind budget. We are ahead because we did not begin collecting any red light traffic fine revenue until this past March. However, we are behind budget and may or may not catch up because not all intersections budgeted were operational yet as of November 2011. This shortfall is partially offset in that we were not incurring costs for all planned red light traffic intersections yet either.
- Expenditures are generally in line with or below budget. Information Technology expenditures are ahead of budget due to the renewal of maintenance contracts at the beginning of the fiscal year.

Community Redevelopment Agency Fund

The CRA will be credited with Tax increment revenue from the City and County in December.

Charges for services revenue is from daily passes and sponsorships for the ice skating rink.

Water and Sewer Fund

Revenues are comparable to budget and the prior year.

Expenditures are in line with budget.

Electric Services Fund

Charges for electric service are behind budget and prior year due to sales of kWh sold in total being 5.4% less than the prior year. However, this is offset by lower costs for purchasing bulk power. As Jerry Warren pointed out in the analysis he provided earlier, our costs per megawatt hour for the first 11 months of our current bulk power contracts are 23.8% less than the same period under our previous contract.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD November 30, 2011 and 2010
16.67% of the Fiscal Year Lapsed

	Fiscal YTD November 30, 2011						Fiscal YTD November 30, 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	\$ 1,760,224	74%	\$ 14,265,000	\$ 14,265,000	\$ 2,377,500	\$ (617,276)	\$ 1,641,444	\$ 14,538,871	\$ 2,423,145	\$ (781,701)
Franchise Fees	88,053	47%	1,132,500	1,132,500	188,750	(100,697)	103,832	1,130,000	188,333	(84,501)
Utility Taxes	686,579	59%	7,022,000	7,022,000	1,170,333	(483,754)	663,178	6,921,536	1,153,589	(490,411)
Business taxes	392,081	512%	459,500	459,500	76,583	315,498	402,806	450,000	75,000	327,806
Building Permits	229,165	110%	1,249,050	1,249,050	208,175	20,990	159,605	1,033,800	172,300	(12,695)
Other Licenses & Permits	3,645	104%	21,000	21,000	3,500	145	5,055	20,000	3,333	1,722
Intergovernmental	241,528	23%	6,206,702	6,206,702	1,034,450	(792,922)	252,011	5,995,605	999,268	(747,257)
Charges for Services	758,631	92%	4,939,600	4,939,600	823,267	(64,636)	744,205	3,708,300	618,050	126,155
Fines and Forfeitures	76,110	37%	1,220,200	1,220,200	203,367	(127,257)	31,602	797,500	132,917	(101,315)
Miscellaneous	53,293	57%	556,457	556,457	92,743	(39,450)	45,565	504,610	84,102	(38,537)
Fund Balance	-	-	-	-	-	-	-	-	-	-
Total Revenues	4,289,309	69%	37,072,009	37,072,009	6,178,668	(1,889,359)	4,049,303	35,100,222	5,850,037	(1,800,734)
Expenditures:										
City Commission	6,498	174%	22,376	22,376	3,729	(2,769)	1,534	47,057	7,843	6,309
Legal Services - City Attorney	27,117	68%	240,236	240,236	40,039	12,922	54,430	202,800	33,800	(20,630)
Legal Services - Other	24,925	136%	110,000	110,000	18,333	(6,592)	24,925	100,000	16,667	(8,258)
Lobbyists	12,500	65%	116,000	116,000	19,333	6,833	12,500	52,000	8,667	(3,833)
City Management	55,780	69%	487,729	487,729	81,288	25,508	55,902	476,603	79,434	23,532
City Clerk	23,826	60%	239,071	239,071	39,845	16,019	22,464	229,966	38,328	15,864
Communications Dept.	44,497	60%	445,777	445,777	74,296	29,799	50,234	441,384	73,564	23,330
Information Technology Services	307,982	151%	1,225,601	1,225,601	204,267	(103,715)	262,403	1,399,459	233,243	(29,160)
Finance	96,100	71%	808,588	808,588	134,765	38,665	100,792	789,962	131,660	30,868
Human Resources	36,925	62%	357,565	357,565	59,594	22,669	36,223	300,859	50,143	13,920
Purchasing	20,986	61%	204,799	204,799	34,133	13,147	10,320	203,788	33,965	23,645
Planning & Community Development	74,903	60%	743,135	743,135	123,856	48,953	71,939	683,761	113,960	42,021
Building & Code Enforcement	163,889	76%	1,289,385	1,289,385	214,898	51,009	159,891	1,293,628	215,605	55,714
Public Works	1,005,554	88%	6,892,177	6,892,177	1,148,696	143,142	935,633	6,932,734	1,155,456	219,823
Police	1,366,538	68%	12,011,363	12,011,363	2,001,894	635,356	1,336,727	11,225,620	1,870,937	534,210
Fire	1,144,181	74%	9,334,614	9,334,614	1,555,769	411,588	1,055,739	8,656,723	1,442,787	387,048
Parks & Recreation	837,486	77%	6,561,341	6,561,341	1,093,557	256,071	712,182	5,944,994	990,832	278,650
Organizational Support	329,202	127%	1,550,212	1,550,212	258,369	(70,833)	297,702	1,411,212	235,202	(62,500)
Non-Departmental	-	-	197,000	197,000	32,833	32,833	-	2,171,404	361,901	361,901
Total Expenditures	5,578,889	78%	42,836,969	42,836,969	7,139,494	1,560,605	5,201,540	42,563,954	7,093,994	1,892,454
Revenues Over/(Under)										
Expenditures	(1,289,580)	134%	(5,764,960)	(5,764,960)	(960,826)	(328,754)	(1,152,237)	(7,463,732)	(1,243,957)	91,720
Operating transfers in	1,848,543	132%	8,432,000	8,432,000	1,405,333	443,210	1,455,061	8,782,012	1,463,669	(8,608)
Operating transfers out	(411,090)	100%	(2,466,540)	(2,466,540)	(411,090)	-	(314,090)	(1,884,537)	(314,090)	-
Other Financing Sources/(Uses)	1,437,453	145%	5,965,460	5,965,460	994,243	443,210	1,140,971	6,897,475	1,149,579	(8,608)
Total Revenues Over Expenditures	\$ 147,873		\$ 200,500	\$ 200,500	\$ 33,417	\$ 114,456	\$ (11,266)	\$ (566,257)	\$ (94,378)	\$ 83,112

* As adjusted through November 30, 2011

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD November 30, 2011 and 2010
16.7% of the Fiscal Year Lapsed

	Fiscal YTD November 30, 2011						Fiscal YTD November 30, 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	\$ -	0%	\$ 2,107,423	\$ 2,107,423	\$ 351,237	\$ (351,237)	\$ -	2,305,963	\$ 384,327	\$ (384,327)
Charges for services	33,767	0%	162,000	162,000	27,000	6,767	52,521	200,000	33,333	19,188
Miscellaneous	7,397	178%	25,000	25,000	4,167	3,230	11,402	117,200	19,533	(8,131)
Fund Balance	-	0%	147,983	147,983	24,664	(24,664)	-	338,821	56,470	(56,470)
Total Revenues	41,164	10%	2,442,406	2,442,406	407,068	(365,904)	63,923	2,961,984	493,663	(429,740)
Expenditures:										
Planning and Development	100,293	101%	594,983	594,983	99,164	(1,129)	122,460	644,908	107,485	(14,975)
Capital Projects	107,100	242%	265,000	265,000	44,167	(62,933)	1,181,914	7,526,235	1,254,373	72,459
Debt service	-	0%	1,550,823	1,550,823	258,471	258,471	-	1,506,081	251,014	251,014
Total Expenditures	207,393	52%	2,410,806	2,410,806	401,801	194,408	1,304,374	9,677,224	1,612,872	308,498
Revenues Over/(Under)										
Expenditures	(166,229)	-3156%	31,600	31,600	5,267	(171,496)	(1,240,451)	(6,715,240)	(1,119,209)	(121,242)
Debt proceeds	-	-	-	-	-	-	-	-	-	-
Operating transfers out	(5,267)	100%	(31,600)	(31,600)	(5,267)	0	(17,851)	(107,108)	(17,851)	-
Other Financing Sources/(Uses)	(5,267)	100%	(31,600)	(31,600)	(5,267)	(0)	(17,851)	(107,108)	(17,851)	-
Total Revenues Over/(Under)										
Expenditures	\$ (171,496)		\$ -	\$ -	\$ -	\$ (171,496)	\$ (1,258,302)	(6,822,348)	\$ (1,137,060)	\$ (121,242)

* As adjusted through November 30, 2011

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Water & Sewer Funds
Fiscal YTD November 30, 2011 and 2010
16.7% of the Fiscal Year Lapsed

	Fiscal YTD November 30, 2011				Fiscal YTD November 30, 2010		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget	Adjusted %
Operating Revenues							
Intergovernmental	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
Charges for services	4,576,794	27,421,000	27,421,000	17%	4,400,653	27,129,592	16%
Total Operating Revenues	4,576,794	27,421,000	27,421,000	17%	4,400,653	27,129,592	16%
Operating Expenses:							
General and Administration	179,260	1,564,064	1,564,064	11%	189,087	1,434,592	13%
Operations	1,594,340	12,698,677	12,698,677	13%	1,608,131	14,171,687	11%
Capital Spending	191,405	1,490,000	1,490,000	13%	292,184	1,298,458	23%
Facility Agreements	563,324	3,207,000	3,207,000	18%	335,700	3,530,000	10%
Depreciation & Amortization	228,758	-	-	0%	806,383	-	0%
Total Operating Expenses	2,757,087	18,959,741	18,959,741	15%	3,231,485	20,434,737	16%
Operating Income (Loss)	1,819,707	8,461,259	8,461,259	22%	1,169,168	6,694,855	17%
Nonoperating Revenues (Expenses):							
Investment earnings	89,787	143,200	143,200	63%	46,884	238,920	20%
Debt Service - Principal	(415,833)	(2,495,000)	(2,495,000)	17%	(401,667)	(2,410,000)	17%
Debt Service - Interest	(523,221)	(3,559,463)	(3,559,463)	15%	(485,678)	(3,589,908)	14%
Miscellaneous revenue	800	-	-	0%	50	2,300	0%
Fund Balance	-	-	-	0%	-	-	0%
Total Nonoperating Revenues (Expenses)	(848,467)	(5,911,263)	(5,911,263)	14%	(840,411)	(5,758,688)	15%
Income (Loss) Before Operating Transfers	971,240	2,549,996	2,549,996	38%	328,757	936,167	35%
Capital Contributions	31,085	-	-	0%	378,807	-	100%
Operating transfers in	-	-	-	0%	-	-	0%
Operating transfers out	(319,349)	(1,916,096)	(1,916,096)	17%	(326,009)	(1,956,052)	17%
Total Contributions and Transfers	(288,264)	(1,916,096)	(1,916,096)	15%	52,798	(1,956,052)	-3%
Net Income	\$ 682,976	\$ 633,900	\$ 633,900		\$ 381,555	\$ (1,019,885)	

* As adjusted through November 30, 2011

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Electric Services Funds
Fiscal YTD November 30, 2011 and 2010
16.7% of the Fiscal Year Lapsed

	Fiscal YTD November 30, 2011				Fiscal YTD November 30, 2010		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget	Adjusted %
Operating Revenues							
Charges for services	\$ 8,124,256	\$ 52,742,028	\$ 52,742,028	15%	\$ 9,080,210	\$ 53,805,025	17%
Total Operating Revenues	8,124,256	52,742,028	52,742,028	15%	9,080,210	53,805,025	17%
Operating Expenses:							
General and Administration	155,422	1,206,446	1,206,446	13%	224,849	1,117,722	20%
Operations	668,331	6,185,761	6,185,761	11%	771,355	5,526,894	14%
Purchased Power Cost	3,625,281	29,424,769	29,424,769	12%	5,222,851	33,914,312	15%
Transmission Power Cost	297,578	2,203,674	2,203,674	14%	302,134	1,772,000	17%
Capital Spending	347,958	2,275,000	2,275,000	15%	226,188	1,224,000	18%
Depreciation & Amortization	196,255	-	-	0%	559,522	-	0%
Total Operating Expenses	5,290,825	41,295,650	41,295,650	13%	7,306,899	43,554,928	17%
Operating Income (Loss)	2,833,431	11,446,378	11,446,378	25%	1,773,311	10,250,097	17%
Nonoperating Revenues (Expenses):							
Investment earnings	473	(70,000)	(70,000)	-1%	4,275	(115,000)	-4%
Debt Service - Principal	(270,833)	(1,625,000)	(1,625,000)	17%	(237,500)	(1,425,000)	0%
Debt Service - Interest	(464,125)	(3,256,978)	(3,256,978)	14%	(451,309)	(3,564,711)	13%
Miscellaneous revenue	-	-	-	0%	643,611	-	0%
Total Nonoperating Revenues (Expenses)	(734,485)	(4,951,978)	(4,951,978)	15%	(40,923)	(5,104,711)	1%
Income (Loss) Before Operating Transfers	2,098,946	6,494,400	6,494,400	32%	1,732,388	5,145,386	34%
Operating transfers in	-	-	-	0%	-	-	0%
Operating transfers out	(449,042)	(2,923,200)	(2,923,200)	15%	(485,447)	(2,964,329)	16%
Total Operating Transfers	(449,042)	(2,923,200)	(2,923,200)	15%	(485,447)	(2,964,329)	16%
Net Income (Loss)	\$ 1,649,904	\$ 3,571,200	\$ 3,571,200		\$ 1,246,941	\$ 2,181,057	

* As adjusted through November 30, 2011

REGULAR MEETING OF THE CITY COMMISSION
December 12, 2011

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:39 p.m. in the Rachel D. Murrah Civic Center, 1050 West Morse Boulevard, Winter Park, Florida.

The invocation was provided by Reverend Dr. J. Lawrence Cuthill, Winter Park Presbyterian Church, followed by the Pledge of Allegiance.

Members present:

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

Also present:

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

Approval of the agenda

Mayor Bradley requested to add two additional presentations this evening. City Manager Knight requested to add Item 9d and remove item 11d. **Motion made by Commissioner McMacken to approve the agenda with the above changes; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.**

Mayor's Report

- a. Thank you from Brookshire Elementary School for use of Cady Way Pool

Mayor Bradley recognized Brookshire Elementary School's poster and thank you letter for the use of Cady Way pool.

- b. Special Citizen Recognition – Fire Rescue

Fire Chief James White recognized 7 year old Cecelia Gutman for calling the Fire Department to tell them that a runner collapsed and needed medical assistance and for also staying by the runner's side until help arrived.

Chief White also recognized Diane Cole and Tifford Cole for administering the Heimlich maneuver on a patron who was choking at the Bistro Restaurant. Chief White presented a plaque to Cecilia, Diane and Tifford for their heroic actions.

- c. Presentation of the Orlando Business Journal Central Florida's Healthiest Employer Award

Anne Sonntag with the Orlando Business Journal presented City Manager Knight with an Award for being nominated as "City's Healthiest Employer".

The Knights of Columbus Council 2112

The Knights of Columbus Council 2112 presented a certificate of recognition to the City for its outstanding efforts to promote family events and activities for residents and visitors such as the Holiday Pops Concert, Christmas in the Park and the ice skating rink.

Donation to the Emergency Utility Assistance Fund

Mayor Bradley announced that he is donating 20% of his mayoral salary to the Emergency Utility Assistance Fund and presented a personal check to the City as a donation. Electric Utility Director Jerry Warren thanked the Mayor for his donation and explained that if 14,000 customers donated \$1.00 per utility bill, per month, it would generate \$184,000 a year. This would make a huge difference in the community and encouraged everyone to make a donation.

d. Board Appointments:

Winter Park Police Pension Board (to replace Larry Katz)

Motion made by Mayor Bradley to appoint George Broschart to the Winter Park Police Pension Board; seconded by Commissioner Sprinkel and approved unanimously with a 5-0 vote.

Martin Luther King, Jr. Task Force members

Motion made by Mayor Bradley to appoint Commissioner Sprinkel to the Martin Luther King Jr. Task Force; seconded by Commissioner McMacken and approved unanimously with a 5-0 vote. Mayor Bradley advised that he is still seeking three additional candidates for this board and if anyone is interested to please submit their information.

Reappointment to the Orange County Civic Facilities Board (Mr. Jimmy Goff)

Motion made by Mayor Bradley to re-appoint Jimmy Goff to the Orange County Civic Facilities Authority; seconded by Commissioner Leary and approved unanimously with a 5-0 vote.

Mayor Bradley requested a moment of silence in memory of Ed Englander from the Parks and Recreation Board who recently passed away.

City Manager's Report

a. Resolution – Supporting Pension Reform

RESOLUTION NO. 2098-11: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA SUPPORTING POLICE OFFICER AND FIREFIGHTER PENSION PLAN AND DISABILITY PRESUMPTION REFORMS TO MAKE THE PLANS SUSTAINABLE, SOUND AND SECURE FOR CURRENT AND FUTURE POLICE OFFICERS AND FIREFIGHTERS.

City Manager Knight addressed the feedback he received from Commissioners regarding the 'Whereas' clauses listed in the resolution. He advised that a modified version was emailed to them yesterday for their review and approval and asked for direction.

Mayor Bradley recommended that a copy of the resolution also be sent to the Florida Cabinet. The request was acknowledged.

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

City Manager Knight reminded everyone that due to the holidays, the next Commission meeting is scheduled for January 9, 2012 at the Civic Center.

City Attorney's Report

No items to report.

Non-Action Item

a. Economic Impact and Research Analysis of the Farmer's Market Presented by Rollins College Crummer Graduate School of Business Students

Assistant CRA Director Peter Moore introduced the students from Rollins College Crummer School of Business and Bill Seyfried, Economics Professor. Rollins students Ashley Watkins and Christina Grass provided a powerpoint presentation and background regarding the economic impact and research analysis of the Farmer's Market and recommendations for continued success.

b. Downtown Parking Study

Planning Director Jeff Briggs explained that there were previous parking studies performed in 1968, 1974, 1982, 1986 and 2004. Various modifications were made each time to more efficiently utilize the supply of public parking and to make it more visible and available for customers and clients of downtown businesses. He advised that the most recent parking study/task force in 2004 considered parking garage options for City Hall, the St. Margaret Mary Church lot and the lot at Knowles and New England, but due to neighbor concerns and financing challenges those projects were not pursued. That study; however, resulted in several beneficial improvements that were implemented by the City Commission:

1. Completed a complete inventory of public and private parking in the CBD; revised some of the on-street parking enforcement rules and created 48 new on-street public parking spaces.
2. Was the impetus for the joint venture for the Bank of America project that expanded the first two floors of that building, completely remodeled/upgraded the exterior facades and expanded the existing parking garage. As part of that effort, the City funded the creation of 28 new public parking spaces that are on the ground floor of that garage (near the drive-in tellers).
3. Was the impetus for the joint venture with the Morse/Genius Foundations for the Park Place project including the construction of their parking garage. As part of that effort, the City funded the creation of 60 new public parking spaces that are on the top floor of that parking garage and replaced the existing 86 spaces previously on-site.

4. Instituted the valet parking program for the downtown.

Mr. Briggs further explained that in 2009 a shopping study was performed in an effort to gauge opinion and areas of improvement for the district. At that time it was found that parking was not a major issue affecting purchase decisions.

Mr. Briggs advised that the Park Avenue Area Task Force designated a subcommittee to physically count the net change in the parking inventory of the downtown as many changes had been made over the years subsequent to the work done in 2004. The net result was the addition of 441 net new parking spaces since 2004, with 58 spaces being net new public parking that was either added or converted from private spaces. The vast majority of the additional space was created by the development of the Park Place Building garage, the Douglas Grand parking garage, and the Bank of America remodel to the parking garage. The subcommittee acknowledged that there was still a legitimate parking deficit on the south end of Park Avenue as pointed out in the 2004 study but that further analysis should be withheld until the implementation of wayfinding signage. Additionally, they desired to consider an employee parking program for Park Avenue but a final method could not be decided upon regarding how to implement and enforce it. The work of the subcommittee also underscores the opportunity that public/private partnerships may play in increasing public access to parking through reaching parking arrangements with private garage owners. Mr. Briggs then asked the Commission for direction.

Questions were asked regarding the status of the wayfinding signs, the internal wayfinding signage to direct drivers to available parking spaces, and if the SunRail has been factored into this plan. Public Works Director Troy Attaway provided information and explained that the SunRail station will be a 'kiss and ride' stop with no dedicated parking spaces at this time; but that they will be implementing some control over Lot "A" parking spaces by reducing the time period of that parking lot. Commissioner Cooper shared her concern regarding Park Avenue employees parking on the street versus the parking garage and suggested implementing a decal program to keep track of them.

Motion made by Mayor Bradley that they refer this to the Park Avenue Area Task Force for further studies since the last study was done in 2004 and then enhanced in 2009 because there have been changes that have occurred since then and to bring a recommendation if there is any about including employee parking; seconded by Commissioner Sprinkel.

CRA Director Dori DeBord advised that the Park Avenue Area Task Force has already researched these issues and looked at the parking situation in the downtown area. They also met with merchants regarding employee parking and possibly implementing an employee tag or sticker but felt it would be very difficult to implement. Ms. DeBord said in the meantime the merchants have been talking to their employees about where they should park.

Ms. DeBord offered to meet with the Park Avenue Area Task Force and ask them to make a formal recommendation to the Commission as to the parking issue. Mayor Bradley said that would be appropriate if the motion on the table passes.

Motion amended by Commissioner Cooper that the Park Avenue Area Task Force be asked to look at how we can deal with encouraging employees to park in more remote

areas and also that they would ask staff, the transportation experts, to look at our parking in the downtown area; seconded by Commissioner McMacken.

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

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

Consent Agenda

- a. Approve the minutes of 11/28/11.
- b. Approve the following contracts and bids:
 1. Piggybacking the City of Denver/US Communities contract with Kone, Inc. for elevator maintenance & service and authorize the Mayor to execute the piggyback contract.
 2. IFB-6-2012 to Pierce Manufacturing, Inc. for purchase of aerial fire apparatus; not to exceed \$982,647.00.
 3. IFB-5-2012 to Wesco Distribution for purchase of circuit breakers; \$92,855.00.
- c. Approve the Historic Preservation Façade Easement donation for 121 West Garfield Avenue, commonly known as the Kummer-Kilbourne House and authorize the Mayor to execute the agreement. – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
- d. Approve the upgrade of City wireless and voice network with Centurylink/Embarq, piggybacking State of Florida contract 250-000-09-1 for the purchase of equipment to upgrade IT infrastructure.

Motion made by Commissioner Leary to approve Consent Agenda Items, ‘a’, ‘b.1-3’ and ‘d’; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Consent Agenda Item ‘c’ - Approve the Historic Preservation Façade Easement donation for 121 West Garfield Avenue, commonly known as the Kummer-Kilbourne House and authorize the Mayor to execute the agreement.

Commissioner McMacken gave his thanks because of this being a major historical asset to the downtown area and community.

Commissioner Cooper followed up on her comments to staff regarding the wording of the easement pertaining to the historical significance and asked if any changes have been made. Senior Planner Lindsey Hayes explained that she has been working with Attorney Katie Reischmann to provide additional clarification in the “Whereas” portions of the easement. She noted that the clarifications pertain to the historical significance of the property and noted that the word “architectural” has been replaced with the word “historical”. The North Building, not included in the easement, was deemed historical by the National Park Service.

Commissioner Sprinkel shared her concern with not being notified of the proposed changes before today’s meeting and noted that she is uncomfortable with making these changes on the dais.

Attorney Brown provided legal counsel and informed the Commission that it is legally acceptable to change the wording of "architectural" to "historical". Mayor Bradley noted that the applicant is present and acknowledged that they are comfortable with this minor change.

Motion made by Commissioner McMacken to approve Consent Agenda item 'c' with the change from "architectural" to "historically significant"; seconded by Commissioner Leary. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Public Comments

Bill Shallcross, 1450 Bonnie Burn Circle, shared his concerns with bicycle and pedestrian safety and felt that the City is not aggressive or assertive enough. He urged the Commission to raise the current safety level.

Action Items Requiring Discussion

- a. Request of the Tree Preservation Board to review the Tree Preservation ordinance

City Manager Knight advised that this item was brought forward at the request of the Commission during the last meeting based upon Mr. Pete Weldon's email requesting permission for the Tree Preservation Board to review the tree ordinance.

Commissioner Cooper asked why the redline markup of the ordinance by the previous Tree Preservation Commission never made it to the Commission. City Manager Knight advised that the Tree Preservation Commission did not complete their work due to the change in board members and therefore it was never presented it to the City Commission. He noted that all previous redlines will be forwarded to the current members for consideration and use.

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

A recess was taken from 5:16 p.m. to 5:32 p.m.

Public Hearings

- a. ORDINANCE NO. 2863-11: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING SECTION 114-6 OF THE CODE OF ORDINANCES REGARDING LAKESHORE PROTECTION; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. Second Reading

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

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

Environmental Resource Manager Tim Egan answered questions regarding the vegetation removal permits and the costs associated revegetating 50% of the shoreline.

Commissioner Cooper advised that she will be voting against the ordinance since this is not the time to be adding additional expenses to the citizens.

Motion amended by Commissioner Cooper to delete the requirement for a permit to be pulled to clear the access corridor behind your boat. Motion failed for lack of a second.

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

- b. ORDINANCE NO. 2864-11: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 2525 VIA TUSCANY LANE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE. Second Reading

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

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

- c. Request of Rollins College: Final conditional use approval for the Alford Inn, 112 room hotel with a restaurant/bar, meeting/ballroom space and on-site parking at 300 East New England Avenue

Planning Director Jeff Briggs provided background on the conditional use request and for approval of the Seventh Amendment to the Developer's Agreement and the Parking Management Plan. He explained that the preliminary conditional use was approved with several conditions by the City Commission on September 26, 2011 and that all of the conditions have been accomplished either in the final plan submission or via changes to the Development Agreement. On December 6, 2011 the Planning and Zoning Board by a 6-0 vote recommended approval with five conditions. Mr. Briggs provided the Deputy City Clerk with the Planning and Zoning minutes in written format to incorporate the five conditions into these minutes.

Mr. Briggs answered questions regarding traffic and parking concerns, the six month timeframe for the trial basis of the valet parking plan and the operational approach to making it work.

Attorney Brown provided legal counsel pertaining to the addition of language or procedures in the developer's agreement to address any potential operational parking deficits or traffic backups that may occur at a later date. He advised that if they wanted to add additional language it could require more negotiations and possibly delay this project and it would also be improper to propose amendments without consulting with the applicant and their attorney.

Motion made by Commissioner Leary for approval; seconded by Commissioner Sprinkel (for clarification purposes the approval includes the five conditions from Planning and Zoning).

Motion amended by Commissioner McMacken that the operator of the hotel is to notify the Winter Park Police Department a week in advance of a scheduled "scenario three Winter Park event" (as defined in the Parking Management Plan) at the hotel; seconded by Commissioner Leary.

Motion amended by Commissioner Cooper to the Parking Management Plan on page 148, “the City Commission will review the parking management plan six months after issuance of a certificate of occupancy”; to change that to one year to give them additional time to perform any operational adjustments. Motion failed for lack of a second.

Motion amended by Commissioner Cooper to add “At the time of the review, if the operational adjustments have not been successful and we have created adverse impact on the surrounding community that they will work with Rollins to either reassign some of the students that are currently using the SunTrust parking garage to free up more parking within that facility. Motion failed for lack of a second.

The following Commissioners disclosed their involvement or ex-parte communications. Commissioner McMacken said he spoke with Rebecca Wilson, Lowndes Drosdick Doster Kantor and Reed law firm. Mayor Bradley said he received emails from citizens and spoke with Phil Kean.

Rebecca Wilson, of Lowndes, Drosdick Doster Kantor and Reed and representing the applicant introduced the members of the development team that were present. She briefly discussed the parking capacity both on-site and off-site, shared use parking, SunTrust parking garage operations and student parking enforcement. She also discussed the procedures that would be in place for events and the management of traffic on New England Avenue.

Duke Marsh, representing the finance committee and vestry of All Saints Church stated that they have been working with Rollins regarding the parking agreement and noted that the finance committee will be making a recommendation for approval of the agreement this Sunday.

Ms. Wilson requested one change: that the delivery hours on New England Avenue be restricted and allow delivery from 10:00 a.m. to 2:00 p.m. Commissioner McMacken asked if they would object to changing the delivery hours to 11:00 a.m. to 2:00 p.m. so that hotel guests would avoid both peak departure time and traffic congestion. Ms. Wilson asked since they will be losing an hour if they could move it to 3:00 p.m.

Motion amended by Commissioner McMacken that the delivery hours on New England Avenue be allowed between 11:00 a.m. and 3:00 p.m.; seconded by Commissioner Leary.

Attorney Mickey Grindstaff, Shutts & Bowen LLP, spoke on behalf of The Residences Condominiums. He noted that they have resolved their concerns with Rollins College and that their private agreement will be executed this week. Mr. Grindstaff explained that the City Commission on September 26, 2011 made a motion to include conditions 1-6 listed in a document that he submitted called “Revised 9/26/11 Possible Interim Solution”, version 3 and that condition 1 is addressed in their private agreement and that conditions 2-6 are included in the Seventh Amendment of the Developer’s Agreement.

Attorney Grindstaff asked that when making a motion tonight if they could state that the conditional use approval includes the execution of the Seventh Amendment of the Developer’s Agreement dated 12/8/2011 and The Residences Condominium private agreement.

Ms. Wilson confirmed that they have reached an agreement with The Residences and that it will be signed this week.

Attorney Brown clarified that there are three items that need to be specifically included in their motion. He suggested that the conditions of the final conditional use include: #1) the private agreement that both council members have mentioned being satisfactory to them and executed by them; #2) the Seventh Amendment to the Developer's Agreement relating to the hotel property will be executed in the version that was emailed to everyone and is dated "draft 12/8/2011"; and #3) that the conditional use is also subject to the conditions which are included in the P&Z minutes which Mr. Briggs submitted to the Deputy City Clerk.

Commissioner Leary acknowledged and clarified that his motion was to approve the Seventh Amendment of the Developer's Agreement dated 12/8/2011 and the five conditions which are included in the P&Z minutes (#1. That the valet parking plan for special events be implemented on a "trial" basis per the Parking Management Plan (PMP). Then following the initial six months operation of the Hotel, the valet fees and valet operations be re-considered consistent with the condition from the preliminary approval and the Development Agreement provision that the City Commission formally review the PMP after six months and then any needed modifications can be made.; #2. Approval of the temporary project development sign, as requested, provided it complies with the setbacks necessary to preclude any traffic visibility or safety issues; #3. That the Parking Management Plan be amended prior to completion of the Hotel to include the method of operation for the Sun Trust garage so that parking spaces are available for employees and conveniently available after hours and on weekends for visitors to the Hotel; #4. To request the Public Works traffic engineering department to allow a thru lane on New England Avenue as appropriate to alleviate any potential traffic backups. The City Traffic Engineer is to verify the feasibility of this option; #5. Ensure that all City Commission imposed conditions (re: The Residences) are incorporated into the Development Agreement.); seconded by Commissioner Sprinkel.

Motion amended by Mayor Bradley that the Private Agreement between Rollins College and the organization known as The Residences also be executed as a condition of this agreement; seconded by Commissioner Sprinkel.

The following residents expressed concerns with increased traffic and the traffic flow from east to west, the difficulty of not being able get out onto New England from Alexander Place and the negative impact caused by the loss of street parking on New England that is being suggested. They encouraged the Commission to address the issue now.

James Campisi, 315 E. New England Avenue
Candace Chemtob, 141 Alexander Place
Phil Kean, 1011 McKean Circle.
Jan Munson, 161 Alexander Place

The Commission agreed with the resident's concerns regarding traffic impacts and parking issues. Discussion ensued regarding the options that could possibly help improve the situation such as creating a dedicated left hand turning lane or a dedicated travel lane. Mr. Briggs suggested having the City's Traffic Engineer address the situation now and to bring back

several options to the Commission so a decision can be made. He noted that staff anticipates the traffic study to be completed by February 2012.

There was Commission consensus that by February 2012 staff is to bring back options and cross sections for New England Avenue so they can address and resolve any modifications that might need to be done before the hotel opens.

Upon a roll call vote on the first amendment (that the operator of the hotel is to notify the Winter Park Police Department a week in advance of a scheduled “scenario three Winter Park event” (as defined in the Parking Management Plan) at the hotel)); Mayor Bradley voted no. Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.

Upon a roll call vote on the second amendment (that the delivery hours on New England Avenue be allowed between 11:00 a.m. and 3:00 p.m.); Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the third amendment (that the Private Agreement between Rollins College and the organization known as The Residences also be executed as a condition of this agreement); Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

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

- d. A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY FOR COLLECTING THE COSTS FOR ABATEMENT OF CODE VIOLATIONS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was pulled from the agenda.

City Commission Reports:

- a. Commissioner Leary

Commissioner Leary mentioned that he and Commissioner Cooper attended the ribbon cutting event for the new AAA office that opened up in the Hollianna Shopping Plaza and welcomed them to the community.

- b. Commissioner Sprinkel

Commissioner Sprinkel wished everyone a happy holiday.

c. Commissioner Cooper

Commissioner Cooper wished everyone a Merry Christmas and Happy Hanukkah during this great season.

Commissioner Cooper had added "Affordable Housing" to the agenda; however, it was not discussed.

d. Commissioner McMacken

Commissioner McMacken thanked City Manager Knight and staff for helping address the landscaping issue that he mentioned a few weeks ago and for a positive outcome for the citizens involved. He also wished happy holidays to all.

e. Mayor Bradley

Mayor Bradley thanked City staff for helping with the numerous fabulous events that are being held during this holiday season. He also wished peace on earth to all citizens and a most happy holiday season and new year.

The meeting adjourned at 7:13 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	January 9, 2012
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

Purchases over \$50,000

	vendor	item background	fiscal impact	motion recommendation
1.	Heart Utilities of Jacksonville	After-the-Fact Purchase Order 146067 for Undergrounding of Electric	Total expenditure included in approved FY12 budget. Amount: \$164,225.12	Commission approve after-the-fact Purchase Order 146067 to Heart Utilities of Jacksonville
We are currently under contract with this vendor for Undergrounding Electric Services (IFB-1-2008). The vendor offered a 2% discount for early payment, resulting in a savings of \$3,351.53 for this portion of the project.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
2.	AGIS Florida Agency, LLC	Amendment 1 for Insurance Agent Contract Renewal (RFP-3-2009)	Total annual expenditure included in approved FY12 budget.	Commission approve Amendment 1 for Insurance Agent Contract Renewal with AGIS Florida Agency, LLC and authorize the Mayor to execute the Amendment
The City utilized a competitive bidding process to award this contract. The contract was initially approved by the City Commission on January 26, 2009. The current contract term will expire on February 1, 2012 however we have the option to renew for an additional one (1) year period.				
3.	Centurylink Sales Solutions, Inc.	Three (3) Products and Services Agreements for Renewal of Voice PRI Circuits	Total annual expenditures included in approved FY12 budget. Amount \$19,200	Commission approve the Products and Services Agreements and authorize the Mayor to execute
CenturyLink provides all voice and data circuits for the City. Renewal of these circuits ensures that the City continues to receive and make phone calls. The agreements will be valid for a period of five (5) years and cover the Public Works Compound, Public Safety and City Hall.				

Formal Solicitations

	vendor	item background	fiscal impact	motion recommendation
4.	A Budget Tree Service, Inc.	RFP-4-2012 Dead Tree Removal Services (Sections B-D)	Total expenditure included in approved FY12 budget.	Commission approve award of RFP-4-2012 Dead Tree Removal Services (Sections B-D) to A Budget Tree Service, Inc. and authorize the Mayor to execute the Agreement

The City utilized a competitive bidding process to award this contract. The award of Section A focused on the removal of pre-identified dead trees for a lump sum of under \$50,000 which the City Manager approved. Sections B-D include dead tree removals of currently non-identified trees; emergency removal services; and stump grinding services.



city commission agenda item

item type	Consent Agenda	meeting date	January 9, 2012
prepared by department division	Electric Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A 9-0 final vote		

subject

Solar Incentives

motion | recommendation

Recommend the Commission approve the following components of a Winter Park Electric Solar PV incentive Program:

- 1) Net Metering Policy Attachment -1
- 2) Tier 1 interconnection agreement Attachment -2
- 3) Tier 2 interconnection agreement, Attachment – 3

background

At the November 14 City Commission meeting the City Commission approved entering into a master agreement with Progress Energy Florida (PEF) to provide energy auditor services for City of Winter Park electric customers. Customer energy audits is the foundational piece of a comprehensive energy conservation program. PEF was selected because it was the only willing Central Florida utility that was large enough to provide those services on a cost effective basis. PEF, via contract, already provides surge protection and home wire services to the City's electric customers.

Net Metering. At the November 28 City Commission meeting, the City Commission approved the various rebates for a City of Winter Park electric department conservation program. The rebates approved by the City Commission were identical to those offered by Progress Energy Florida with the exception that no rebates were proposed for the installation of customer-owned solar photovoltaic (PV) generation. Instead, the Utilities Advisory Board recommended that a net metering program be implemented as the mechanism to create appropriate incentives for customer-owned solar PV generating systems. Net metering is a mechanism that allows customers to be billed only for the kWh that they purchase net of the kWh that their solar system generates. Under a net metering policy, excess kWh that are shipped out into the electric system are mathematically held over for the benefit of the customer in subsequent months. This a bit like having a virtual battery and is the most common approach used by electric utilities for addressing customer-owned solar. If there are kWh left over after a year, under a net metering program, the customer would be paid for those kWh. The UAB recommended that the rate used to derive that payment be based on the customer's retail rates. In making that determination, the UAB considered the following three criteria:

- 1) The rate should provide incentive for the customer installing solar PV generation,
- 2) The rate should not create an undue subsidy from non-solar customers and thereby measurably increase the retail rates of Winter Park Electric.

- 3) The rate should not be out of line when compared to the rates offered by other Central Florida utilities.

The UAB considered the range of rates from that of the City's wholesale cost of power at the low end to the retail rate at the high end. The UAB determined that paying Winter Park retail rates would reasonably meet all three criteria.

There are currently three solar PV generation systems installed by Winter Park Electric customers. A fourth system is currently under construction. The three existing systems consist of two 5 kW installations and one 7kW installation. The one under construction is rated at 15 kW. The four systems total 32 kW of installed capacity. Solar panels in Florida will generate electricity at about a 17% capacity factor. That means that on an annual basis the 5 kW systems will generate about 7,446 kWh per year. Another way of understanding a 17% capacity factor is the solar facility will generate electricity at its full output for 17% of the hours on an annual basis. For instance 17% of the hours is 1,489 hours per year or an average of about 4.1 hours per day. An average Winter Park Electric customer consumes about 1,400 kWh per month or 16,800 kWh per year. The smaller systems will generate less electricity in a year than the customer consumes. It is therefore unlikely that there will be a net sale of power to the Winter Park Electric system. Depending on the size and consumption of the residences associated with the two larger systems, sales, if any of excess kWh back to the City's electric system are expected to be small.

Table 1 below summarizes the solar incentive rates provided by Progress Energy Florida (PEF), Orlando Utilities Commission (OUC) and Gainesville Regional Utilities (GRU). GRU is included in the survey since it has a reputation of being a world leader in incentivizing customer-owned generation.

Survey of Net Metering Rates
Table 1

Utility	Net Metering Rate
OUC	Retail Rate + 5¢/kWh for all generated solar kWh
PEF	Retail Rate ≈ 12¢/kWh sold back into the system
GRU Feed-in Tariff	Tier 1 (<10kW) = 32¢/kWh
	Tier 2 (>10kW< 300 kW roof mount) = 29¢/kWh
	Tier 3 (>300kW< 1,000 kW ground mount) = 24¢/kWh

As can be seen by the above table GRU offers a rate for solar kWh that is dramatically above its retail rates. As a result of its policies, GRU is facing rapidly increasing penetration of solar in its utility system and has lost its position as a low cost electricity provider. On a per capita basis GRU leads the country and Japan in solar generation. GRU offers a net metering approach, but also offers a "feed-in tariff" approach where it agrees to buy kWh from customer-owned renewable generation. GRU sets the rate at a level to provide the customer a 4% return on its investment over the expected 20 year life of the facility. GRU fixes the rate to yield that return and agrees to it for the entire 20 year period.

The following Table 2 provides the subsidy analysis for 50 kW of solar which is 43% more than exists and/or is presently under construction in Winter Park.

As can be seen, at a 50 kW level and a 17% capacity factor, absorbing 74,460 kWh of solar generation has an annual financial impact of \$3,351 which is financially De minimis to the City and far less than the accuracy of our annual load/revenue forecasts.

**Subsidy Analysis
Table 2**

Value of Solar in avoided Wholesale Cost	7.5 ¢/kWh
Estimated average FY 2012 residential retail rate	12¢/kWh
Subsidy (¢/kWh)	4.5¢/kWh
Annual output of 50 kW of solar (17% cap. Factor)	74,460 kWh
Total subsidy	\$3,351
Estimated FY 2012 Electric Sales Revenues (base + fuel)	\$48.14 Million
Total subsidy as a percent of annual Retail Sales	.007%
Annual impact on a 1,000 kWh customer	9.9¢

The UAB concluded that implementing a net metering policy with credits occurring at the full retail rate was an appropriate incentive and met all three of the criteria described above. In staff's opinion, the proposed net metering policy is reasonably competitive with those offered by other comparable electric utilities in Florida.

Interconnection Agreements. In addition to implementing a net metering policy, allowing customers to install and operate what amounts to a small power plant that is connected to the City of Winter Park's electric system, an interconnection agreement between the customer and the City is required. Generally speaking, an interconnection agreement lays out the responsibilities of both parties as relates to the installation and operation of a customer owned Renewable Generation System (RGS). Customer owned generation of the type envisioned by the net metering policy operates in "parallel" with the City of Winter Park's electric system. That means that kWh are simultaneously being provided by the City's purchases from its wholesale supplier and the customer's RGS. As the customer's electricity requirements change from second to second and the output of the RGS changes, the customer either consumes all of the electricity produced by the RGS plus kWh supplemented by the City or the customer consumes less than the RGS output and kWh flow back into the City's distribution system for the instantaneous use by other City customers. The net metering policy described above, credits these excess kWh to the customer's usage in subsequent months thereby giving the customer the full value of the excess kWh generated. This would be like the customer having a battery system in which the customer saves the kWh for future usage, e.g. at night or at other times when the customer's usage exceeds the output of the RGS.

Parallel operation creates safety issues that are addressed by the interconnection agreement. If operation of the City's electric system creates a situation either planned or unplanned whereby the distribution system is de-energized, the customer's RGS could energize the system creating safety concerns for electric system workers or citizens in the case of downed wires. In the beginning of the RGS industry, it was felt that physical disconnect switches should be required such that passing electric linemen could ascertain that the customer's RGS was physically disconnected. As the industry matured, however, technical standards such as the Institute of Electrical and Electronic Engineers (IEEE) standards 1547 and Underwriters Laboratory 1741 were introduced that required control equipment on solar and other RGS that prevent islanding. In other words anti-islanding protection shuts down a customer owned solar RGS if it detects that the City's electric system has lost power. All RGS are required by the interconnection agreements to meet the National Electric Code (NEC), IEEE 1547 and UL 1741. After the adoption of the anti-islanding standards, physical disconnect switches were no longer seen as essential to achieve safe operation of customer-owned RGS.

Staff is proposing two interconnection agreements, Tier 1 for customer-owned RGS with an output capacity of 10 kW or less and Tier 2 for customer-owned RGS with an output capacity of more than 10kW, but less than 100 kW. To put a cost perspective on these systems, solar can be installed today at a price of about \$4.00 per watt. A 1,000 watt system or 1 kW system will cost about \$4,000. A 5 kW system would cost around \$20,000, a 15 kW system around \$60,000 and a 100, kW system would cost around \$400,000. Although shade, latitude, number of rain days, age of the solar panels, and cleanliness all affect the output of a solar system, a good round number is about 10 watts per square foot, or 1,000 watts (i.e. 1 kW) per 100 square feet. A 5 kW system would require about 500 square feet of panels and a 15 kW system would require about 1,500 square feet.

The proposed interconnection agreements are comparable to the interconnection agreements required by other utilities and generally mirror the requirements that the Florida Public Service Commission (FPSC) and the investor owned utilities developed and agreed to. The major features of the Tier 1 and Tier 2 Interconnection Agreements are summarized in Table 3 below.

Interconnection Agreement – Summary of Major Provisions
Table 3

Provision	Tier 1	Tier 2
Liability Insurance with City as Additional Insured	\$100,000 recommended	\$1.0 million required
Manual Disconnect Switch	Not Required	Required Customer furnished
Application Fee	None	\$240
Must meet NEC, IEEE 1547, & UL 1741	Yes	Yes
Net metering provided at City's expense	Yes	Yes
Separate metering for RGS output may provided at City's expense	Yes	Yes

As can be seen, the interconnection agreements for the smaller system < 10kW recommend, but do not require liability insurance, do not require a manual disconnect switch, and do not require an application fee. The FPSC and the IOUs determined to avoid placing too many obstacles on the smaller systems and therefore adopted interconnection requirements that tended to reduce the costs of the smaller systems when compared to the larger Tier 2 systems.

With regard to metering, the new AMR meters recently installed by the City on its electric customers already have net metering capability and so new net meters will not be required. Staff is recommending the City have the right to install separate meters on the output of the customer-owned RGS in order to measure the amount of power generated by the RGS vs. the amount being net consumed by the customer. This will give staff the ability to quantify the output of the RGS, the customer's requirements, and the amount of supplementary power provided by the City.

- 1) All Florida utilities are required under FPSC rules to develop net metering policies. The City does not therefore have, as an alternative the right to not implement a net metering policy.
- 2) The City can implement other interconnection standards such as requiring physical disconnect switches and minimum liability coverage on the smaller systems
- 3) The City can offer a net metering credit that provides value to the customer at rates lower or higher than those included in the proposed net metering policy.

fiscal impact

At the level of retail rates and likely penetration rates of solar RGS, the fiscal impact on the City is not expected to be material. Staff notes, however, that adjustments can quickly be made to any aspect of the proposed program if the impact warrants a change.

long-term impact

The adoption of net metering policies and RGS interconnection standards will encourage the installation of customer-owned solar PV Renewable Generation Systems. The installation of customer owned solar PV provides two advantages:

- 1) kWh generated by solar displace kWh that would have otherwise been generated by fossil fuels which reduces the carbon footprint caused by the City's electric customers; and
- 2) Encourages the maturation of the solar industry, which will result in decreasing the cost of solar, thereby making it more cost effective in the future.

strategic objective

Quality Environment and Exceptional Customer Service

Attachments:

ATTACHMENT – 1

NET METERING POLICY

PART VIII

BILLING (Continued)

8.08 Net Metering for Customer-Owned Renewable Generation

For customers with renewable generation equipment that have executed an interconnection agreement with the City monthly billing will be prepared in the following manner:

- (1) At no additional cost to the customer, metering equipment will be installed by the City capable of measuring the difference between the electricity supplied to the customer from the City and the electricity generated by the customer and delivered to the City's electric grid. Additionally, at the discretion of the City and at no additional cost to the Customer, the City may install metering equipment to measure the output of the customer-owned renewable generation.
- (2) Meter readings will be taken monthly on the same cycle as required under the otherwise applicable rate schedule in accordance with normal billing practices of the City.
- (3) The City will charge the customer for energy used by the customer in excess of the generation supplied by customer owned renewable generation for the entire billing cycle in accordance with the otherwise applicable rate schedule.
- (4) During any billing cycle, excess customer-owned renewable generation delivered to the City's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.
- (5) Regardless of whether excess energy is delivered to the City's electric grid, the customer will be required to pay the greater of:
 - i. the minimum charge as stated in their otherwise applicable rate schedule, or
 - ii. the applicable monthly customer charge plus the applicable demand charge, if any, for the monthly maximum 30-minute demand measured on the company's usage meter during the billing period in accordance with the otherwise applicable rate schedule
- (6) Energy credits produced pursuant to section 4 above will accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. After the end of each calendar year the City will credit the customer (on the February bill) for any unused energy credits at an average annual rate based on the customer's applicable rate tariff then in effect for the previous calendar year.
- (7) Excess energy consumption will be applied only to the electric service provided at the location of the renewable generation system and will not be applied to other locations or services at the same location that the customer may take from the City.
- (8) When a customer leaves the Company's system, unused credits for excess kWh generated will be credited to the customer at an average annual rate based on the customer's applicable rate tariff then in effect.

ATTACHMENT – 2

NET METERING – TIER 1

STANDARD INTERCONNECTION AGREEMENT

Tier 1

Standard Interconnection Agreement

Customer-Owned Renewable Generation System

This Agreement is made and entered into this ____ day of _____, 20____ by and between _____, (hereinafter called "Customer"), located at _____ in _____, Florida, and the City of Winter Park, Florida (hereinafter called the "City"), a Florida municipal corporation. Customer and the City shall collectively be called the "Parties". The physical location or premise where the interconnection is taking place:

_____.

WITNESSETH

WHEREAS, a Tier 1 customer-owned renewable generation system ("RGS") is an electric generating system located at customer's premises that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 10 kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

WHEREAS, the City operates an electric utility serving customers within the City limits; and

WHEREAS, Customer has made a written application to the City, a copy being attached hereto, to interconnect its RGS with the City's electrical supply grid at the location identified above; and

WHEREAS, in order to promote the development of small customer-owned renewable generation, the City offers net metering service by which customers may interconnect their customer-owned renewable generation system with the City's electric system and to allow the City's customers to offset their electric consumption with customer-owned renewable generation, and agrees to credit Customer for excess customer-owned generation; and

WHEREAS, the City desires to provide interconnection of customer-owned renewable generation systems under conditions which will insure the safety of the City's customers and employees, and the reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the customer's responsibility to notify the City of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. An Increase in GPR above the 10 kW limit

would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).

2. The RGS GPR must not exceed 90% of the City's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

3. The Customer is not required to pay an application fee for the review and processing of the application.

4. The Customer shall fully comply with the City's Rules and Procedures for Electric Service as those documents may be amended or revised by the City from time to time.

5. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:

a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;

b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;

c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;

d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;

e. The manufacturer's installation, operation and maintenance instructions.

6. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to the City.

8. Prior to commencing parallel operation with the City's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to the City's Electric Department.

9. The Customer agrees to permit the City, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing

of the RGS equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the system in service, and the City shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City system upon a loss of the City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL must be approved by the Occupational Safety & Health Administration (OSHA).

11. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with sixty (60) days advance written notice of the addition.

12. The Customer shall not energize the City system when the City's system is deenergized. The Customer shall cease to energize the City system during a faulted condition on the City system and/or upon any notice from the City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of the City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City's systems.

13. The Customer is solely responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

14. In the event the City elects to install a manual disconnect switch, it shall be at the City's expense. The City-installed manual disconnect switch will be of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to the City's electric system, such that back feed from the customer-owned renewable generation system to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The Customer shall insure that such disconnect switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City.

15. Subject to an approved inspection, including installation of acceptable manual disconnect switch (if installed), this Agreement shall be executed by the City within thirty

(30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to the City at least thirty (30) calendar days prior to beginning parallel operations with the City's electric system, and within one (1) year after the City executes this Agreement.

16. Once the City has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch, if any, has been demonstrated to a City representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. The City recommends the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00) and name the City as an additional insured on Customer's general liability insurance policy.

18. The City will furnish, install, own and maintain metering equipment capable of measuring any excess kilowatt-hours (KWHs) of energy produced by Customer's renewable generation system and delivered to the City's electric grid. The value of such excess generation shall be reflected on Customer's bill in accordance with the City's applicable net metering tariff for customer-owned renewable generation. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City. Additionally, the City, at its own expense may elect to install, own, and maintain metering equipment that measures directly the output of energy produced by the Customer's renewable generation system.

19. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

20. The Customer must obtain all permits, inspections and approvals required by the City of Winter Park with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide the City's Electric Department with a copy of the building Department's inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or mis-operation of its RGS equipment.

22. Notwithstanding any other provision of this Interconnection Agreement, the City, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. The City shall have no

obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from the City's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- a. The City's electrical distribution system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City equipment, any part of the City's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on the City's utility system due to the operation of the Customer's generation or protective equipment as determined by the City.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City's other electric consumers caused by the Customer's generation as determined by the City.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City.
- f. When the Customer fails to make any payments due to the City by the due date.

23. Upon termination of services pursuant to this Agreement, the City shall open and padlock the manual disconnect switch (if installed) and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the City's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock (if manual disconnect switch is installed).

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of the City.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City's electrical distribution system, irrespective of any fault on the part of the City.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to the City at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City of Winter Park Electric Department's tariff filed with the Florida Public Service Commission, as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City's Net Metering Service Rate schedule, the schedule applicable to this Agreement. The Customer and the City agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Orange County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

29. The City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and is subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2,560 KW of customer generated renewable energy.

31. This Agreement is solely for the benefit of the City and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by the City of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer shall retain the rights to any renewable energy credits produced by the customer-owned renewable generation; and any additional meters necessary for measuring the total renewable energy generated by the customer owned renewable generation for the purpose of receiving renewable energy credits shall be installed at Customer's expense, unless otherwise determined during negotiations for the sale of Customer's renewable energy credits to City.

IN WITNESS WHEREOF, Customer and the City have executed this Agreement the day and year first above written.

City:

Customer:

By: _____

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City Account Number:

CITY OF Winter Park APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

Circle One:

TIER 1 - 10 kW or Less

TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW

City of Winter Park customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with City of Winter Park's electrical system are required to complete this application. When the completed application and fees are returned to the City of Winter Park, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at 401 Park Avenue South Winter Park, FL 32789.

1. Customer Information:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

Customer Account Number: _____

2. RGS Facility Information:

Facility Location:

RGS Manufacturer:

Manufacturer's Address:

Reference or Model Number:

Serial Number: _____

3. Facility Rating Information:

Gross Power Rating: _____ ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: _____

Anticipated In-Service Date: _____

4. Application Fee:

There is no application fee for Tier 1 installations. The non-refundable application fee is \$240 for Tier 2 installations and must be submitted with this application.

5. Required Documentation:

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Winter Park by the Customer:

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
4. National Electrical Safety Code, National Electric Code 2008 or latest version, Florida Building Code, and local codes and regulations.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials and utility officials prior to its operation in parallel with the City of Winter Park's electric system to ensure compliance with applicable local codes and utility regulations.

C. Proof of general liability insurance in the amount of shown below naming the City of Winter Park as an additional insured:

Tier 1 – Not required (recommended amount is \$100,000).
Tier 2 - \$1,000,000.00

Customer

By: _____ Date: _____

(Print Name)

(Signature)

ATTACHMENT – 3

NET METERING – TIER 2

STANDARD INTERCONNECTION AGREEMENT

Tier 2

Standard Interconnection Agreement

Customer-Owned Renewable Generation System

This Agreement is made and entered into this ____ day of _____, 20____ by and between _____, (hereinafter called "Customer"), located at _____ in _____, Florida, and the City of Winter Park, Florida (hereafter called the "City"), a Florida municipal corporation. Customer and the City shall collectively be called the "Parties". The physical location/premise where the interconnection is taking place:

_____.

WITNESSETH

WHEREAS, a Tier 2 customer-owned renewable generation system (RGS) is an electric generating system located at customer's premises that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, the City operates an electric utility serving customers within the City limits; and

WHEREAS, Customer has made a written application to the City, a copy being attached hereto, to interconnect its RGS with the City's electrical supply grid at the location identified above; and

WHEREAS, in order to promote the development of small customer-owned renewable generation, the City offers net metering service by which customers may interconnect their customer-owned renewable generation system with the City's electric system and to allow the City's customers to offset their electric consumption with customer-owned renewable generation, and agrees to credit Customer for excess customer-owned generation; and

WHEREAS, the City desires to provide interconnection of customer-owned renewable generation systems under conditions which will insure the safety of the City's customers and employees, and the reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify the City of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. In no case does the Tier 2 interconnection

agreement cover increases in GPR above 100 kilowatts (kW).

2. The RGS GPR must not exceed 90% of the City's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

3. The Customer shall be required to pay a non-refundable application fee as noted in the Net Metering Rate Schedule for the review and processing of the application.

4. The Customer shall fully comply with the City's Rules and Procedures for Electric Service as those documents may be amended or revised by the City from time to time.

5. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:

a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;

b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;

c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;

d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;

e. The manufacturer's installation, operation and maintenance instructions.

6. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to the City.

8. Prior to commencing parallel operation with the City's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to the City's Electric Department.

9. The Customer agrees to permit the City, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing

of the RGS equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the system in service, and the City shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City system upon a loss of the City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL must be approved by the Occupational Safety & Health Administration (OSHA).

11. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with sixty (60) days advance written notice of the addition.

12. The Customer shall not energize the City system when the City's system is deenergized. The Customer shall cease to energize the City system during a faulted condition on the City system and/or upon any notice from the City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of the City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City's systems.

13. The Customer is solely responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to the City's electric system, such that back feed from the customer-owned renewable generation system to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City.

15. Subject to an approved inspection, including installation of acceptable manual disconnect switch, this Agreement shall be executed by the City within thirty (30) calendar

days of receipt of a completed application. Customer must execute this Agreement and return it to the City at least thirty (30) calendar days prior to beginning parallel operations with the City's electric system, and within one (1) year after the City executes this Agreement.

16. Once the City has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a City representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00). Customer shall name the City as an additional insured on Customer's general liability insurance policy.

18. The City will furnish, install, own and maintain metering equipment capable of measuring any excess kilowatt-hours (KWHs) of energy produced by Customer's renewable generation system and delivered to the City's electric grid. The value of such excess generation shall be reflected on Customer's bill in accordance with the City's applicable net metering tariff for customer-owned renewable generation. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City. Additionally, the City, at its own expense may elect to install, own, and maintain metering equipment that measures directly the output of energy produced by the Customer's renewable generation system.

19. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

20. The Customer must obtain all permits, inspections and approvals required by the City of Winter Park with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide the City's Electric Department with a copy of the Building Department's inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

22. Notwithstanding any other provision of this Interconnection Agreement, the City, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. The City shall have no

obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from the City's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- a. The City electrical distribution system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City equipment, any part of the City's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on the City's utility system due to the operation of the Customer's generation or protective equipment as determined by the City.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City's other electric consumers caused by the Customer's generation as determined by the City.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City.
- f. When the Customer fails to make any payments due to the City by the due date thereof.

23. Upon termination of services pursuant to this Agreement, the City shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the City's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock.

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of the City.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City's electrical distribution system, irrespective of any fault on the part of the City.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to the City at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City of Winter Park Electric Department's tariff filed with the Florida Public Service Commission, as it may be modified, changed, or amended from time to time, including any amendments/modification or changes to the City's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Orange County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

29. The City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2,560 KW of customer generated renewable energy.

31. This Agreement is solely for the benefit of the City and Customer and no right or any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by the City of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer shall retain the rights to any renewable energy credits produced by the customer-owned renewable generation; and any additional meters necessary for measuring the total renewable energy generated by the customer owned renewable generation for the purpose of receiving renewable energy credits shall be installed at Customer's expense, unless otherwise determined during negotiations for the sale of Customer's renewable energy credits to City.

IN WITNESS WHEREOF, Customer and the City have executed this Agreement the day and year first above written.

City:

Customer:

By: _____

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City Account Number:

CITY OF Winter Park APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

Circle One:

TIER 1 - 10 kW or Less

TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW

City of Winter Park customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with City of Winter Park's electrical system are required to complete this application. When the completed application and fees are returned to the City of Winter Park, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at 401 Park Avenue South Winter Park, FL 32789.

1. Customer Information:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

Customer Account Number: _____

2. RGS Facility Information:

Facility Location:

RGS Manufacturer:

Manufacturer's Address:

Reference or Model Number:

Serial Number: _____

3. Facility Rating Information:

Gross Power Rating: _____ ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: _____

Anticipated In-Service Date: _____

4. Application Fee:

There is no application fee for Tier 1 installations. The non-refundable application fee is \$240 for Tier 2 installations and must be submitted with this application.

5. Required Documentation:

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Winter Park by the Customer:

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
4. National Electrical Safety Code, National Electric Code 2008 or latest version, Florida Building Code, and local codes and regulations.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials and utility officials prior to its operation in parallel with the City of Winter Park's electric system to ensure compliance with applicable local codes and utility regulations.

C. Proof of general liability insurance in the amount of shown below naming the City of Winter Park as an additional insured:

Tier 1 – Not required (recommended amount is \$100,000).
Tier 2 - \$1,000,000.00

Customer

By: _____ Date: _____

(Print Name)

(Signature)



city commission agenda item

item type	Consent Agenda	meeting date	January 9, 2012
prepared by department division	Purchasing Division/Electric 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

ITN-23-2011 Contract Forestry Manager

motion | recommendation

Recommend the Commission approve award to ArborMetrics Solutions, Inc. and authorize the Mayor to execute the attached to provide Contracted Forestry Management Services

background

Both the City of Winter Park Electric Department and General Government spend a considerable amount of money on tree trimming. The Electric Department utilizes a private contractor to trim and maintain clearances around its high voltage power lines which is necessary for reliability and public safety.

The City's Forestry Division trims to provide clearances above and along the roads and sidewalks to provide for safe travel for vehicles and pedestrians. The combined resources devoted to electric department tree trimming and City's Forestry Division is about \$1.4 million.

For some time, City Management has explored ways to improve productivity. We set out to answer the following questions.

- Can we accurately measure what the City gets for expenditure of these funds?
- Are there synergies to harvest between the electric department and General Government?
- On the electric side are we contacting for these services in the most efficient fashion? Is the electric department's contractor productive?
- On the General Government side should we be contracting out more of these services in lieu of maintaining City staff and equipment? Are we getting the best bang for our buck?

After months of evaluation and consideration, City Management reached several important conclusions:

1. Better metrics to accurately answer the above questions are needed.
2. Tree trimming functions on both the general government and electric department sides can reasonably be characterized as production trimming and demand trimming. Production trimming is trimming that can be planned and scheduled in advance and is easy to bid out on a fixed price basis. An example would be to trim all right-of way trees and electric department lines in the area bound by Temple Drive, Lake Maitland, Palmer Avenue and Howell Branch Road. Another example would be to trim Canton electric circuits CA-9, CA 12, and Ca-14 over the next sixty (60) days. This type of trimming can effectively and

routinely be bid out on a fixed price or production basis. This approach will help to insure that the City is getting efficient trimming at the best price. Demand trimming is trimming that is not easily scheduled and results from storms and/or phone calls from citizens. Due to its sporadic nature, demand trimming is more expensive than production trimming. Most trimming should be production trimming, but demand trimming can never be entirely eliminated.

3. There are synergies to be derived from combining certain electric and general tree maintenance.

As a result, management determined that restructuring the way we manage forestry operations will improve productivity, electric reliability, citizen satisfaction and use of resources. The new structure will be as follows:

Production trimming for both Electric and General Government will be done by private contractors under the supervision of ArborMetrics Solutions (if this item is approved by the Commission). ArborMetrics will be responsible for developing the RFP for the contractor trimmers, working with the departments to establish trimming priorities and schedules, overseeing the contractors, developing performance metrics and reporting same.

In-house crews will continue to be responsible for demand trimming, new plantings, watering, citizen education and park trees.

On September 21, the City's Purchasing Division issued Intent to Negotiate ITN-23-2011 For Contract Forestry Manager Services.

On October 6, proposals were received from three (3) companies: Davey Resource Group; ArborMetrics Solutions, Inc.; and CPH Engineers, Inc. After an initial review, prepared by purchasing, electric department and Parks and Recreation staff, it was determined that CPH Engineers did not appear to have the necessary expertise to provide the required services. Staff therefor began simultaneous negotiations with Davey Resource Group and ArborMetrics Solutions, Inc. to develop satisfactory contract terms and conditions and an agreed upon scope of work. In addition to contract negotiations, staff interviewed the Forestry manager proposed by ArborMetrics and three candidates proposed by Davey Resources.

Following negotiation of the scope of work and other terms and conditions, Staff negotiated the hourly rates associated with the contract forestry Manager offered by the two companies. The following summarizes the price offerings of the two companies.

Company	Hourly rate	Annual Cost
ArborMetrics Solutions		
Personnel	\$39.46	\$82,077
Vehicle without Fuel	\$4.96	\$10,317
Field Computer	\$1.23	\$2,558
TOTAL ARBORMETRICS		\$94,952
Davey Resource Group		
Personnel	\$42.11	\$87,589
Vehicle without Fuel	\$5.12	\$10,650
Field Computer	\$1.97	\$4,098
Total Davey Resource Group		\$101,878
Difference		\$7,384

The contract pricing offered by Arbormetrics Solutions, Inc. is favored over that offered by Davey Resource Group by approximately \$7,400 per year. Additionally, Arbormetrics has agreed to fix the hourly rate for the contract manager position for a two year period. Due to the volume of gasoline

purchased by The City of Winter Park, the City purchases gasoline at rates below those that are locally available. The City will therefore contract with the companies at vehicle hourly rate without fuel. Both companies provided vehicle rates with and without fuel. Without fuel the Arbormetrics proposal was favored over Davey by \$7,384. With fuel the Arbormetrics proposal was still favored by \$5,595.

Also, staff ranked the forester offered by Arbormetrics Solutions, Inc. #1 when compared to the three personnel choices offered by Davey Resources. Based on the offered staffing, pricing, and understanding of the City's needs, staff recommends the award of the contract to Arbormetrics Solutions, Inc.

fiscal impact

The estimated annual cost for this contract is approximately \$102,000. Staff anticipates that the annual cost of this position will be funded by savings achieved in better contracting and better management of the combined tree trimming functions.

long-term impact

The hiring of a forestry manager to manage electric system line clearance functions and to better coordinate general government's tree trimming activities with those of electric is intended to accomplish the following major objectives:

- Reduce the cost of City of Winter Park's Tree Trimming functions
- Improve tree trimming coordination between General Government and the Electric Department
- Improve performance measurement associated with City's tree trimming functions.
- Improve customer service and citizen education about tree trimming and line clearance functions of the City

strategic objective

- Quality Government Services and Financial Security
- Quality Environment
- Quality Facilities and Infrastructure

Attachment:

AGREEMENT
CITY OF WINTER PARK CONTINUING CONTRACT
FOR SERVICES

This is a continuing contract agreement made this ____ day of _____, 2011, by and between the City of Winter Park, hereinafter referred to as the "City", and _____, hereinafter referred to as the "Contractor".

WITNESSETH

For the consideration stated herein and mutual agreements hereinafter mentioned, the adequacy of which is acknowledged to be sufficient consideration, the parties do agree as follows:

1. Continuing Contract: For the term of this Contract, the Contractor agrees to provide the services hereinafter mentioned. The work provided by Contractor will be of the specified nature outlined in this Contract. The Contract is for a fixed term with a renewal clause as provided herein, and a termination clause.

2. Contractor: The Contractor is: _____ with a principal address at _____. Contractor certifies that he/she or it is fully qualified for the work, products and/or materials subject to this Contract and has all licenses and permits required for the work subject to this Contract.

3. Scope of Services: Contractor agrees to furnish services, products or materials as attached hereto as Exhibit "A", and made a part hereof, pursuant to the terms of this Agreement, and Contractor accepts such agreement.

4. Contractor Staffing:

- a. Assigned Personnel: Contractor agrees to provide [*name of employee*] as the Contract Forestry Manager provided under this contract.
- b. Location: The services to be provided under this contract are to be provided within the City of Winter Park, FL. Consequently, the Contract Forestry Manager is expected to be located in Central Florida reasonably accessible to Winter Park.
- c. Reassignment: The Contract Forestry Manager shall be dedicated sole to the performance of the services provided by the Contractor to the City. Any temporary reassignment of the Contract Forestry Manager shall require the prior approval of the City. Any temporary reassignment will require a mutually agreeable adjustment to the payment by the City required hereinafter.
- d. Vacancies: The Contractor shall promptly fill any vacancies that may occur. In the event that the position of Contract Forestry Manager becomes vacant, the Contractor shall involve the City in the selection of the replacement personnel.
- e. Conduct: All Contractor personnel shall conduct themselves in such manner that reflects a positive image of the City. The City reserves the right to require the Contractor remove an personnel whose conduct is not consistent with normal standards of conduct for personnel engaged in providing services to the public.

5. Payment: City agrees to pay Contractor in accordance with the pricing as set forth in Exhibit "B," and made a part hereof, pursuant to the terms of the Agreement, and Contractor accepts such agreement. City agrees to pay contractor within 30 days upon receipt of invoice by Contractor.

6. Term of the Contract: The term of this Continuing Contract shall be in effect for 12 consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City. There shall be the option of renewal for a possible second, third, fourth and fifth 12-month period (not to exceed 60 months in total) at mutually agreeable rates. Either party may terminate its obligations under this Continuing Contract by delivering written notice to the other party. Termination is effective ninety (90) days following delivery of notice. Notwithstanding the foregoing, the City reserves the right to terminate the Contract at any time if the Contractor is in a material breach of the Continuing Contract that in the reasonable determination of the City adversely affects municipal operations or the interest of the citizens of the City of Winter Park. Prior to exercising its right to terminate, the City will give Contractor thirty (30) days to remedy the breach. Likewise, Contractor reserves the right to terminate the Contract at any time if the City is in a material breach of its obligations under this Agreement. Prior to exercising its right to terminate, the Contractor will give City thirty (30) days to remedy the breach.

7. Miscellaneous Legal Provisions:

- a. Venue: Venue of any dispute or litigation between the parties shall be in the court of appropriate jurisdiction in Orange County, Florida. This is a mandatory forum selection clause and in no event will venue be appropriate in any other county other than Orange County, Florida.
- b. No Waiver of Sovereign Immunity: By entering this Contract, the City does not waive its sovereign immunity in any litigation, and is only obligated for the express requirements and dollar values set out in this Continuing Contract and work orders issued pursuant to the Continuing Contract. In no event will the City be liable for any amount in excess of the amounts due under work orders issued pursuant to this Continuing Contract.
- c. Warranty: The Contractor warrants all work, materials and products as good, sufficient and fit for the intended uses and purposes to the fullest extent allowable under Florida law for a period of one (1) year after performance. Contractor shall promptly come back to the project and correct deficient work and perform warranty work upon notice from the City in the event there is any defect in the installed products/materials.
- d. Insurance and Indemnity: The City will require the following schedule and value (coverage amounts) of insurance:

Commercial General Liability \$1,000,000.00 coverage

Automobile Liability \$1,000,000.00 coverage

Workers Compensation Insurance: Statutory: as required by the State of Florida

Contractor shall indemnify and hold harmless the City of Winter Park from and against any and all claims by third parties arising out of, during or as a consequence of Contractor's work. Additionally, the parties reserve all rights and remedies provided by Florida law.

- e. Additional Services: If Contractor contends that any work assigned is outside the express scope of the services, products and materials set out in this Continuing Contract, hereinabove, then Contractor shall notify the City in writing before commencing the work that additional services will be charged.

- f. The work will not begin until such time as the parties reach mutual agreement regarding the specific scope of work for such additional services and the appropriate amount that will be paid for such services.
- g. Effective Date. This Contract is effective on the first date executed by the City.

CITY OF WINTER PARK

BY: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST

By: _____
Printed Name: _____
Title: City Clerk
Date: _____

CONTRACTOR

BY: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of January, 2012 by _____, who is personally known to me or who has produced as identification and who did take an oath and who acknowledged to me that he/she executed the same for the purposes set forth herein.

NOTARY PUBLIC

(Name typed or printed)
(Seal)
Commission Expires: _____

Exhibit A SCOPE OF WORK

Purpose

The City of Winter Park is hiring a Contracted Forestry Manager to plan, coordinate and manage contracted tree work, including electric line clearance, street tree trimming, line of sight trimming, hazard tree/safety trimming, and dead tree removal. The contracted employee will report directly to the City's Electric Utility Department and will coordinate closely with the City's Forestry Division. The Forestry Division will maintain responsibility for resident consultation, demand trimming (electric and street trees), planting, watering and education.

It is the City's intent that the Contracted Forestry Manager will be contracted full time, not to exceed 2080 hours in the contracted period. Normal work schedule will be from 8:00 a.m. to 5:00 p.m. City offices are closed on nine-paid holidays. The City does not expect that the Contracted Forestry Manager will work on those days. Overtime compensation as a result of emergency conditions will be paid when authorized by the Owner's representative. The following scope of services is intended to be representative of the day-to-day duties expected of the Contracted Forestry Manager. The list is not intended to be limiting, but is to be broadly interpreted. In addition to the duties outlined below the Contracted Forestry Manager may be requested to undertake other duties related to accomplish the objectives of the City as relates to the management of the City's urban forestry and maintaining electric system reliability.

Scope of Services

- RFPs for tree trimming and line clearance – Develop & Evaluate RFP's and Bids for electrical line clearance for Electrical Reliability, street tree trimming/clearances, hazard tree/safety trimming line of sight, & sign clearance, tree removal, and other forestry based assignments as agreed upon. Assist in contract negotiations.
- Evaluate City-wide forest – Evaluate City-wide forest taking into consideration the health, age, and overall condition of the City's urban forest. Develop recommended strategies for the maintaining the overall health of the City's tree canopy.
- City-Wide Tree Trimming Cycle – Taking into consideration the types of trees that make up the City's urban forest and budget limitations, develop and recommend appropriate city-wide trimming cycles for city street trees and electric system line clearance to achieve the electric system's desired reliability standards.
- Performance Measurement – Develop performance measurements and other management tools to evaluate the cost effectiveness of the City's tree trimming efforts and identify the lowest cost strategies available to the City and to monitor performance of the various contracts and City Crews.
- Contract Management – Plan, manage, and oversee contracted tree trimming and line clearance contractors to maximum performance and to insure adherence to City budgets and electric reliability/outage standards.
- GIS System - Work with City's GIS system to include in the City's tree inventory electric system right-of-way/easement trees and parks' trees that are prominent and/or historic. Update and maintain tree inventory and use to develop future work plans.
- Coordination with in-house Forestry Division Arborist – Coordinate demand trimming initiatives with in-house Forestry Division Arborist, regularly meet with the Forestry Division Arborist and or Forestry Division Chief and discuss Forestry programming, trimming schedules and priorities.

- Tree planting – Coordinate and review site selection for future tree plantings with the Forestry Division Arborist
- Program Management – Meet with City evaluation team (Assistant City Manager, Electric Director, Electric Operations Manager, Parks Director, Forestry Division Chief, Forestry Division Arborist) monthly/quarterly (more frequent meetings may be required initially) to monitor progress and recommend adjustments to program. Meet with field personnel as needed or required.
- Prioritize Electric System Line Clearance – Work with the Electric Utility Department to identify and prioritize areas for electric line clearance.
- Customer Contacts/Issue Resolution –At the discretion of the City, initiate or follow up with Winter Park citizens any issues in a professional manner which will support the policies, procedures, and objectives of the city.
- Safety Inspections – Perform periodic inspections of crews and equipment to ensure that appropriate City/industry safety standards are adhered to on a continual basis.
- Storm Response Plan – Work with City Management to develop a coordinated plan for storm responsiveness for City trees. Work directly with the Electric Division to develop and have in place “Tree Management plan of action” to handle tree related outages that would include but not be limited to outage mitigation, accessibility for in-house and outside line crews for outage restoration that would use all available manpower.
- Inspections –Inspect and evaluate individual customer properties for Tree/Wire involvement and/or street clearance requirements and make recommendations for remediation of the situation to the Electric and the City Forestry Departments.
- Education – Educate and promote to the general public the concept of the “Right Tree, Right Place”, Owner’s Vegetation Management Programs, policies, and procedures. As requested, make presentations to explain tree-related matters to the public, elected officials, management, City employees, City contractors, and other stakeholders.
- Removal Permission – Initiate contact with property owners or authorized representatives to inform and/or educate them on line clearance hazards, needed safety and/or reliability and clean-up expectations, and negotiate needed tree removals or line clearance.
- Miscellaneous –The contracted Forestry Manager’s duties are not limited to the duties listed above. It is understood that the manager must be flexible in his/her attitudes and be willing to take on new tasks as directed by City management and as required to achieve the City’s overall objectives to promote electric system reliability and a healthy urban forest consistent with the City’s electric system reliability and street clearance standards.

Optional Services Using Additional Resources. All Services Require Additional Fees.

Time and Materials – The following types of services are viewed as optional services per City management. These additional services may be provided upon mutual agreement, with price to be negotiated for time and materials as needed.

- Tree Inventory Quality Assurance – Evaluate the City’s existing tree inventory database for completeness and accuracy. If the database is incomplete, inaccurate, or its recommendations are out of date, develop recommendations to bring it up to date.
- Update Tree Inventory – As appropriate, perform fieldwork, collect data, and input data into the City’s GIS in order to update the City’s and Electric Department’s tree inventory.
- Tree Management Plan – Develop a plan for both street and electrical circuit trees that prioritizes tree maintenance work, with one goal being elimination of problem trees by using proper tree planting techniques under power lines. The plan will summarize existing urban forest conditions and focus on increasing public safety, electric system reliability, and creating proactive maintenance cycles. Public education is a significant component of the plan.
- GIS Services - Provide mapping, field data collection, technical support, software, data conversion, and other GIS services as needed to support the Contracted Forestry Manager.
- Storm Response Services – Contractor may be requested, under this contract to provide support personnel to assist this the City in response/recovery of services following a storm. Such services will be provided on a time and materials rates set forth on Exhibit B herein.

Additional Technical/manpower support – Provide other technical and/or manpower support as requested by the City to support its forestry management functions



Exhibit B
ARBORMETRICS SOLUTIONS, INC. PRICING
December 01, 2011

City agrees to pay Contractor at the following hourly billing rates for the Contract Forestry Manager services as set forth in this agreement.

Base Pricing	Straight Time - \$/hr	Overtime - \$/hr
*Forestry Manager	\$39.46	\$56.82
Vehicle – with fuel	\$8.29	\$8.29
Vehicle – without fuel	\$4.96	\$4.96
Field Computer and associated equipment with Internet access and associated software licenses	\$1.23	\$1.23
** ArborLine, Vegetation Management Software (optional)	\$0.43	\$0.43
Professional Services for ArborLine Configuration (optional)	tbd	

* The Labor Rate for the Forestry Manager will remain the same for 2012 and 2013

** ArborLine, or any application, would likely not be configured at the very beginning of the project. The City would only be charged the hourly rate once or if the application was deployed.

In addition to the billing rates above, the Contractor agrees to provide support personnel at the following hourly rates. Such support personnel will be made available to provide optional additional services required by the City. Optional Additional Services will be provided on a time and materials basis at the agreed upon hourly rates or may be priced on a fixed priced basis mutually agreed upon by the City and the Contractor.

Base Pricing	Straight Time - \$/hr	Overtime - \$/hr
Utility Forestry Technician 1	\$30.49	\$43.91
Utility Forestry Technician 2	\$32.05	\$46.15
Utility Forestry Technician 3	\$33.60	\$48.38
GIS technician	\$45.00	\$45.00

If the City requests Contractor to provide services from support personnel that are required to temporarily relocate to Winter Park, City shall reimburse contractor in accordance with the following schedule:

Reimbursable Expenditure	Reimbursement Amount
Mileage	In accordance with IRS approved rate then in effect
Lodging + food (per diem rate)	Reasonable Lodging (billed at cost) + \$37 per day for food/expenses
Other (as approved by the City)	Reimbursement based on actual expenditures



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 9, 2012
prepared by department division	Troy Attaway Public Works Administration	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		

subject

Discussion of proposed on-street dining on Hannibal Square East

motion | recommendation

Approve proposed plan as outlined in the attached draft letter agreement

background

Sydgan Corporation, a major landowner along west New England, has requested to close a portion of Hannibal Square East immediately north of New England Avenue to allow the two adjacent restaurants, Hannibal's and Armando's to provide greater presence through outdoor dining in the street. The request is for a daily closure from 5:00 pm to 11:30 pm. Public Works has no problem with this request as detailed in the draft letter agreement. The Fire Department feels this closure will not affect their ability to respond to emergencies.

The Economic Development/CRA Department supports this request. The ability to provide outside seating adds to the sense of place in Hannibal Square, continuing to promote activity in the evening in this area of the City and encourage dining from these two restaurants. Outside dining invites, the public and can promote "feet on the street" for other businesses in Hannibal Square as well.

alternatives | other considerations

Not approve street dining, alter times, or restrict to weekends only.

fiscal impact

None to the City

long-term impact

None

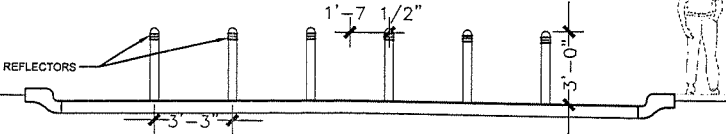
strategic objective

Quality Economic Development

EXHIBIT A

SCALE 1/8" = 1'-0"

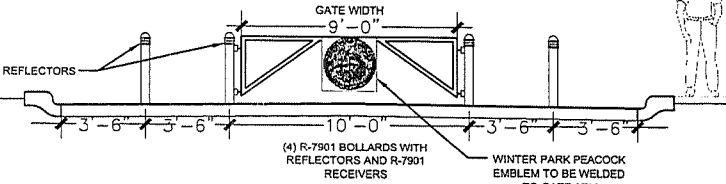
PROPOSED REMOVABLE CAST IRON BOLLARDS
WITH SWINGING GATE CLOSURE AND SIGNAGE
BOLLARDS SPACED 1'-7.5" FROM CENTER OF ROAD



OPTION - A

SCALE 1/8" = 1'-0"

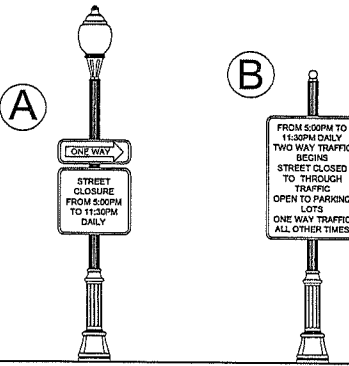
PROPOSED REMOVABLE CAST IRON BOLLARDS
WITH SWINGING GATE CLOSURE AND SIGNAGE



OPTION - B

SCALE 1/8" = 1'-0"

SIGNAGE SCHEDULE



PROPOSED SIGNAGE FOR
EXISTING STREET LIGHT AT NE
CORNER OF WEST NEW
ENGLAND AVE AND HANNIBAL
SQUARE EAST

PROPOSED SIGNAGE AND
STREET POSTS FOR NW AND NE
CORNER OF WEST WELBOURNE
AVE AND HANNIBAL SQUARE
EAST

PROPOSED
SIGNAL AND SIGNAGE:
FROM 5PM - 11:30PM DAILY
TWO WAY TRAFFIC BEGINS
STREET CLOSED TO
THROUGH TRAFFIC
OPEN TO PARKING LOTS
ONE WAY TRAFFIC ALL
OTHER TIMES

PROPOSED
TRAFFIC
PATTERN
FROM 5PM -
11:30PM DAILY

PARALLEL PARKING

15'-10"

HANNIBAL SQUARE EAST

1 2 3 4 5 6 7

226 HANNIBAL SQ.

8 9 10 11 12 13 14

533 WEST NEW ENGLAND AVE.

BLOCK 42

24 23 22 21 20 19

511 W. NEW
ENGLAND AVE

ACCESS POINT FROM
HANNIBAL'S TO
OUTDOOR SEATING

QUANTITY (6)
MODEL #R-7901
REMOVABLE
BOLLARDS WITH
REFLECTORS

QUANTITY (6)
MODEL #R-7901
REMOVABLE
BOLLARDS WITH
REFLECTORS

1150 SF SEATING AREA
TO ACCOMMODATE
16 TABLES AND 48
CHAIRS

PAINT CURB
WHITE TO
DESIGNATE
AREA

PROPOSED
SIGNAGE ON
STREET LIGHT:
STREET CLOSURE FROM
5PM - 11:30PM DAILY

STREET LIGHT
WITH ONE WAY
SIGNAGE
EXISTING

463 W. NEW
ENGLAND AVE

ACCESS
POINT FROM
ARMANDO'S
TO
OUTDOOR
SEATING

CROSSWALK

MANHOLE COVER

BENCH

POTTED
PLANTS

STREET
LIGHTS
POTTED
PLANTS

FIRE HYDRANT
STREET LIGHT

EXISTING
PARKING
SIGNAGE:

W. NEW ENGLAND AVE

HANNIBAL SQUARE STREET DINING
PROPOSAL
WINTER PARK, FL 32789

SCALE: 1" = 20'-0"
DATE: 12 / 08 / 11

SYDGAN
CORPORATION
CONTRACTOR / DEVELOPER
P.O. BOX 350
WINTER PARK, FL 32790-0350
TEL. 407.644.3151

SYDGAN
CORPORATION
Real Estate Management, Development & Brokerage

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

December 14, 2011

RE: Daily Street Closure
Hannibal Square East between West New England Avenue
and West Welbourne Ave.

Mr. Attaway,

In an effort to support commerce in Hannibal Square I would like to receive permission from the City of Winter Park to close a portion of Hannibal Square East on a daily basis between the hours of 5:00pm and 11:30pm, Monday through Sunday. As depicted on the attached site plan.

The purpose would be to allow the two adjacent businesses, Armando's Restaurant at 463 W. New England Ave. and Hannibal's at 511 W. New England Ave., to either push their existing tables and chairs into the street or add additional tables and chairs for the benefit of their customers.

These two businesses would responsible for the placement of the ballards shown in the attached site plan and removed daily.

Please advise at your earliest convenience.

Sincerely,



Daniel B. Bellows
President



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

December 20, 2011

The Sydgan Corporation
533 W. New England Ave., Suite C
Winter Park, FL 32789

Dear Mr. Bellows:

We have reviewed your proposed nightly street closure of Hannibal Square east from West New England northward 65' for the purpose of street dining (narrative letter and site plan attached). The City Commission will discuss this item on January 9, 2012.

If approved, I do not want to place permanent bollard bases in the road to demark the area but rather a surface type moveable barricade or planter that provides appropriate visibility and reflectivity sufficient to warn motorists of the proposed activity.

If approved, the City will provide and install the necessary signage and striping to warn of the street closure and inform motorists the north portion of Hannibal Square east is two way during the closure in order to serve the existing parking lots (labeled B on the site plan).

If approved, the City will also construct and install the informational sign at New England and Hannibal Square east on the existing street light (labeled A on the site plan). Additionally, street parking signs and curb striping will be changed to alert motorists that the parking will be eliminated during the time of the street closure. The costs for the signage and striping are \$385.00 and must be received prior to any street closure. The City will also require insurance requirements as stated in the City's café seating policy.

Since this is a new activity, the City will require that you notify all residents and businesses utilizing Hannibal Square east north of New England for access of the proposed activity.

The City reserves the right to assess the operation of the activity and work with you to address concerns that may arise because of this activity. If the city deems the operation to provide such negative impacts that can't be successfully mitigated, the operation will cease.

The restaurant operators will be required to obtain appropriate city utility approvals for the operation of the street dining area.

If you have any questions or wish to discuss this further, please contact me at 407-599-3233 or tattaway@cityofwinterpark.org

Sincerely,

Troy A. Attaway
Public Works Director

TRA/dw



city commission public hearing

item type	Public Hearing	meeting date	January 9, 2012
prepared by department division	Stacey Hectus Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Commission	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

Subject: Rezoning of 1210 Dallas Avenue for expanded parking for the Regions Bank.

This agenda item is comprised of two ordinances needed to amend the Comp. Plan and Zoning Map to allow the residential lot at 1210 Dallas Avenue to be used as expanded parking for the Regions Bank building. They are:

Amendment to the Comprehensive Plan text for Planning Area "J" Policy 1-4.1.J.11 and the Future Land Use Map from Single-Family Residential (SFR) to Office Professional (OP); and Rezoning of 1210 Dallas Avenue from Single-Family (R-1A) to Parking Lot (PL).

Recommendation

The Planning and Zoning Board voted unanimously with a 6-0 vote to approve these ordinances with the following two conditions:

1. Approval subject to the plans submitted and extension of the screen wall to the front of the adjacent house (approximately 30 feet back from property line). Then vinyl, not wood fencing for the rest of the length of the property and removal of the existing driveway apron.
2. Landscape package/program to be reviewed and approved by staff to be exactly as constructed at the Winter Park YMCA. This package should also include a similar wall detail.

Summary

The property at 1210 Dallas Avenue is a vacant single family lot that the owner wishes to rezone in order to use as a 17 stall gravel parking lot with wall and landscaping buffering to the neighbors. This property is in the Killarney Shores neighborhood, north of Fairbanks Avenue, west of Orlando Avenue tucked in behind office and commercial zoned property on Fairbanks Avenue and Orlando Avenue (17-92). It is the classic "transitional" or "edge" property. The owner of this vacant lot property at 1210 Dallas is the same owner of the adjacent Regions Bank building property.

In 2003/2004 the previous owner of the Regions Bank building made a request to the P&Z for the same rezoning. It was denied by a 4-1 vote at P&Z and was subsequently withdrawn and not heard by the City Commission. The main issues at that time against the request were the Comp. Plan policies against this type of encroachment; the lack of appropriate buffering/screening to the adjacent neighbors and the precedent it would set. Several neighbors were in opposition.

Current Request

The Regions Bank building on the adjacent property was built in the mid-1980's. At that time the parking ratio for office was one space for every 350 square feet of gross square footage. Those requirements changed in the early 1990's to one parking space for every 250 square feet of gross square footage. While the code grand-fathers in the Regions Bank building, the owners/applicant's say they are having trouble attracting tenants due to the lack of parking. They want to be able to offer their current tenants as well as prospective tenants ample parking. The applicant is not trying to build more square footage or get a commercial tenant in the building like a restaurant. They are essentially trying to bring the property up to the current day parking standard. They are short 19 spaces of meeting the current code. So this proposed parking lot would help with the addition of 17 spaces.

The applicant has supplied as part of your packet, the design of the new parking lot, as well as photos of the Winter Park YMCA as guidelines for the type and kind of landscaping they intend to do. The applicant has agreed with staff's suggestion to extend the six foot screen wall to wrap the corner of the parking lot back to the start of the adjacent residential neighboring home. Staff recommended approval based on the belief that we have a template for making parking lot compatible with an adjacent neighborhood given the YMCA example where these "transition" areas between residential and office/commercial can be successfully screened and be a good neighbor.

Comp. Plan Policy Change

Due to the general concerns about protecting residential areas from commercial encroachment, the City's 2009 Comprehensive Plan now has a specific policy regarding non-residential encroachment in this Planning Area "J". That policy (Policy 1-4.1.J.11) needs to be amended as part of this request, via a text change to that policy of the Comprehensive Plan in order for this rezoning to occur. The proposed change is as follows:

Policy 1-4.1.J.11: Protect Single-Family Residential Use in the Killarney neighborhood from Non-Residential Land use Encroachment. The City shall preserve and protect single-family residential land use within the Killarney neighborhood from commercial and office encroachment, excluding parcels that have or obtain the Parking Lot (PL) zoning designation along the edges where commercial, office and residential meet. All development should include appropriate landscape buffers, including walls if necessary, so as not to have a negative impact on the residential neighborhood.

The state planning laws were changed in the last Legislative session. The State Law (Chapter 163) now allows minor policy text changes related directly to and adopted simultaneously with the small scale future land use map amendments. Both then are to be considered small scale amendments.

Citizen comments at P&Z:

Citizen comments (two) were minor and basically that the landscaped parking lot would look better and be an enhancement. The citizen's main concern was related to the traffic on Dallas Ave. specifically and in the neighborhood in general. The P&Z Board was receptive to the citizen comments and asked that staff also meet and discuss with Public Works the traffic issues raised by the citizens regarding traffic safety in the Killarney Neighborhood especially in the area where Dallas, Broadview, and Grove intersect.

To that end, the sketches (attached) were prepared by Randall Slocum illustrating existing conditions as well as proposed changes that could enhance the circulation in that area. Neighbors had proposed a similar idea in years past. Public Works staff believes this can work and they have been looking at some storm water alternatives for this area and agreed that we might be able to find a two-fold solution here. Create a clearer traffic pattern by installing the traffic circle and using the areas in "green" as storm water retention to catch/hold water before it makes it down Broadview to the lake. Approximate cost would be \$20,000-\$30,000.

There is no decision for the City Commission to make on these traffic calming proposals. Staff wanted to make sure the City Commission was aware of these discussions since the public comments at the City Commission meeting are more likely to be about cut-thru traffic in the neighborhood than this rezoning.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO OFFICE AND PROFESSIONAL ON THE PROPERTY AT 1210 DALLAS AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; AND AMENDING PLANNING AREA "J" POLICY 1-4.1.J.11 IN THE FUTURE LAND USE ELEMENT TO ADD AN EXCEPTION TO THE ENCROACHMENT OF NON-RESIDENTIAL LAND USE; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Winter Park City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09, and

WHEREAS, the owner of the property more particularly described herein has requested an amendment to the Comprehensive Plan for this property, and such amendment 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.

WHEREAS, the City Commission also desires to amend one policy in the text of the Future Land Use Element, and

WHEREAS, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on December 6, 2011, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on January 9, 2012 and January 23, 2012 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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 I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the

future land use map designation of single family residential to office and professional on the property at 1210 Dallas Avenue, said property being more particularly described as follows:

Killarney Estates Resurvey L/9 Lot 18 BLK 3, as recorded in Plat Book 1012, Page 9 of the Public Records of Orange County, Florida.

Property Tax ID # 12-22-29-4172-03-180

SECTION 2. That Chapter 58 “Land Development Code”, Article I, “Comprehensive Plan”, Planning Area “J” Policy 1-4.1.J.11 in the Future Land Use Element on Page 1-61 of the Goals, Objectives and Policies is amended to read as follows:

Policy 1-4.1.J.11: Protect Single-Family Residential Use in the Killarney neighborhood from Non-Residential Land Use Encroachment. The City shall preserve and protect single-family residential land use within the Killarney neighborhood from commercial and office encroachment, excluding parcels that have or obtain the Parking Lot (PL) zoning designation along the edges where commercial, office and residential meet. All development should include appropriate landscape buffers, including walls if necessary, so as not to have a negative impact on the residential neighborhood.

SECTION 3. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance may not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance may not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2012.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE EXISTING ZONING DESIGNATION OF SINGLE FAMILY (R-1A) DISTRICT TO PARKING LOT (PL) DISTRICT ON THE PROPERTY AT 1210 DALLAS AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Winter Park have recommended approval of this Ordinance at their December 6, 2011 meeting; and

WHEREAS, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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 are hereby amended so as to change the existing zoning designation of single family (R-1A) to parking lot (PL) district zoning on the property at 1210 Dallas Avenue, more particularly described as follows:

Killarney Estates Resurvey L/9 Lot 18 BLK 3, as recorded in Plat Book 1012, Page 9 of the Public Records of Orange County, Florida.

SECTION 2. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day of _____, 2012.

Mayor

Attest:

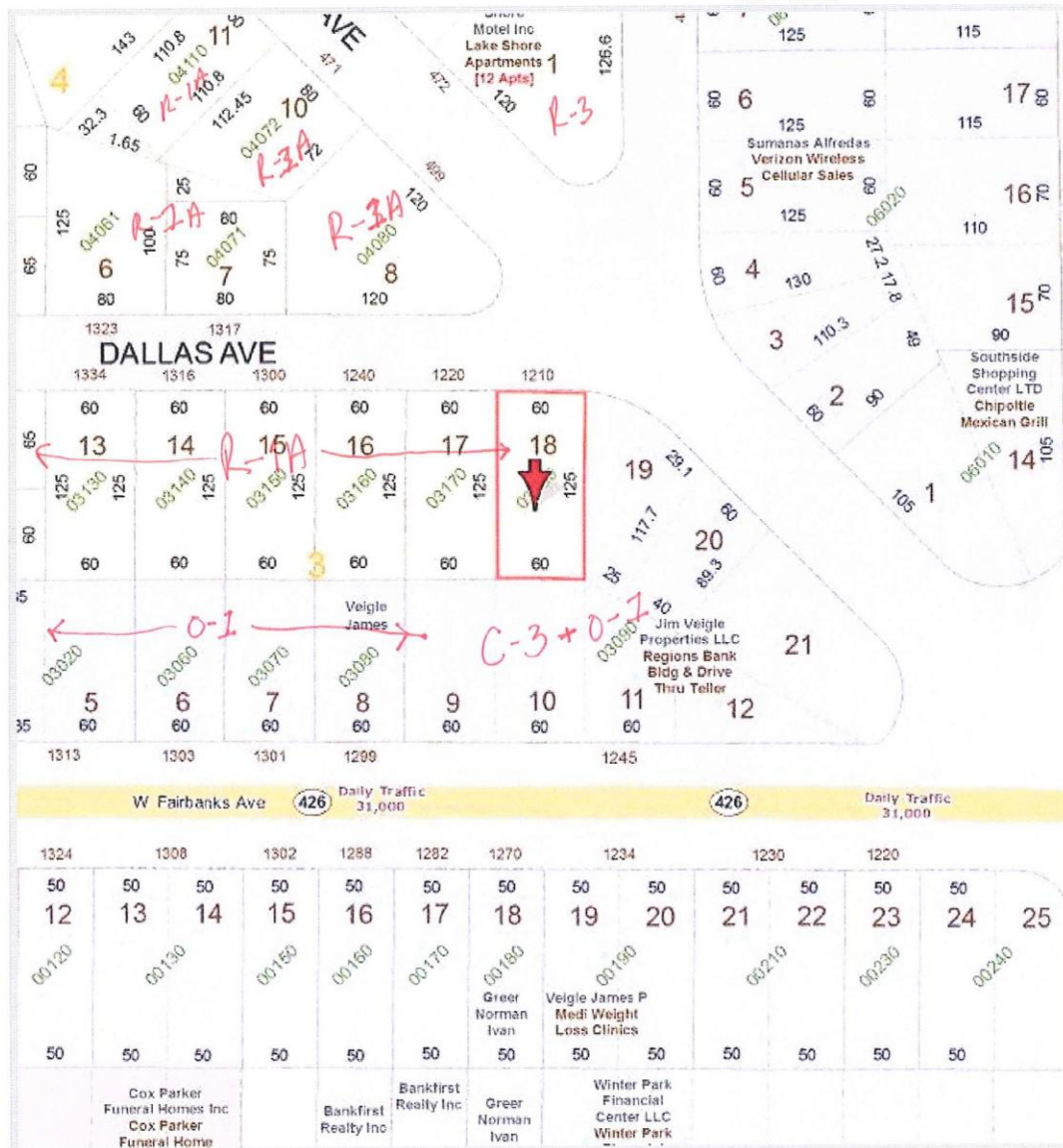
City Clerk





OCAP Web MAP

PRINT CONTACT

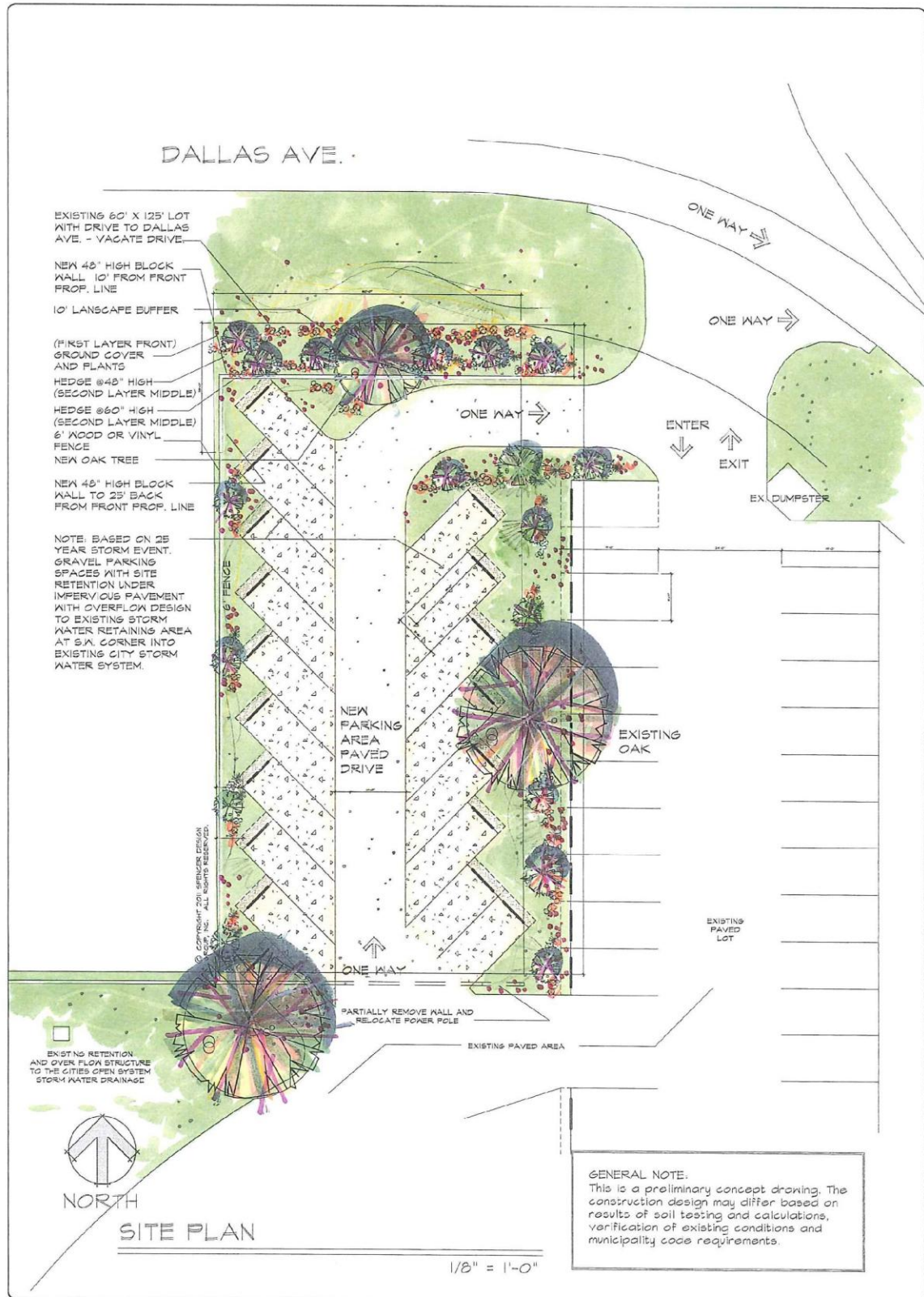


Parcel ID: 292212417203180 (Rng-Twn-Sec format)

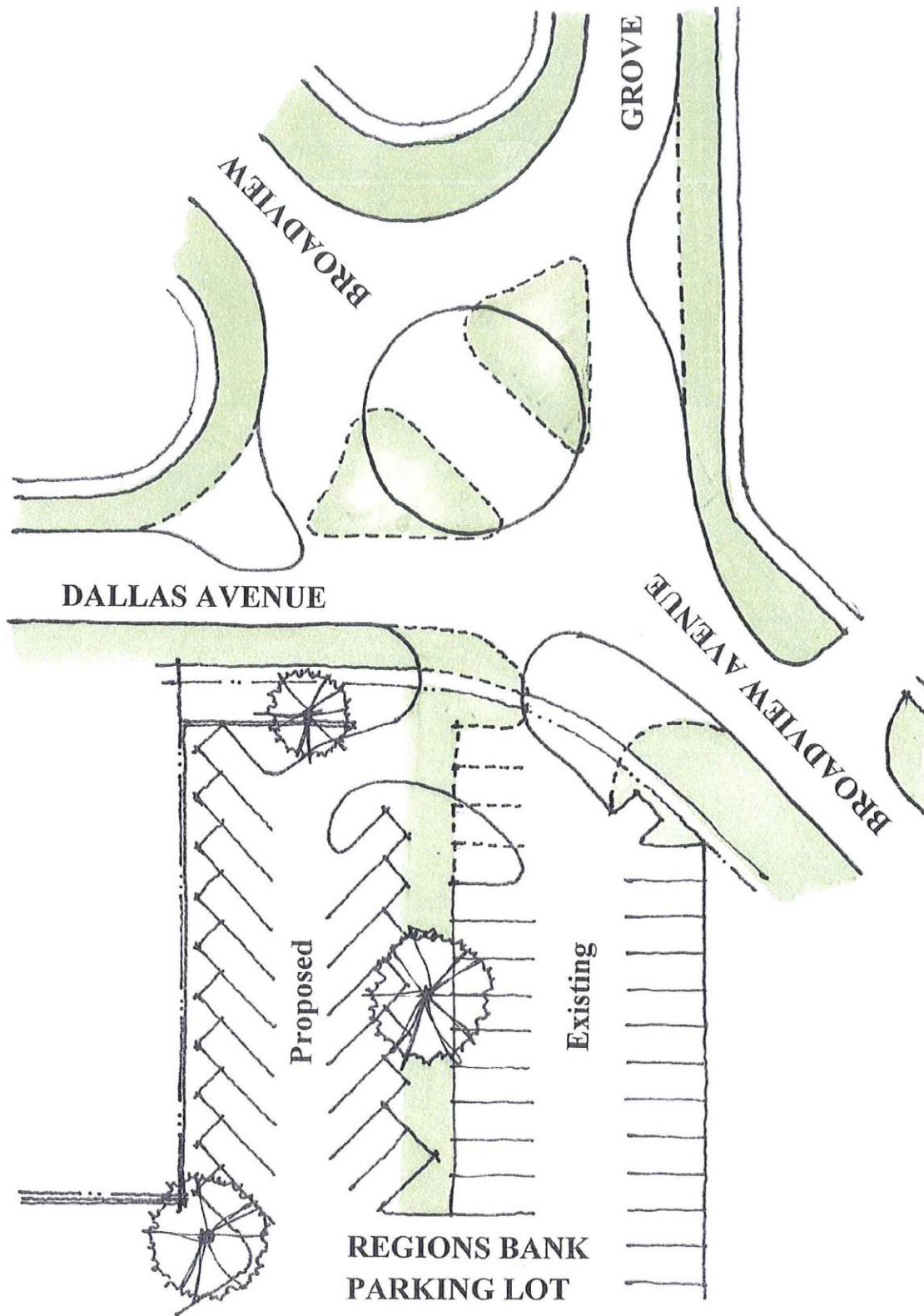
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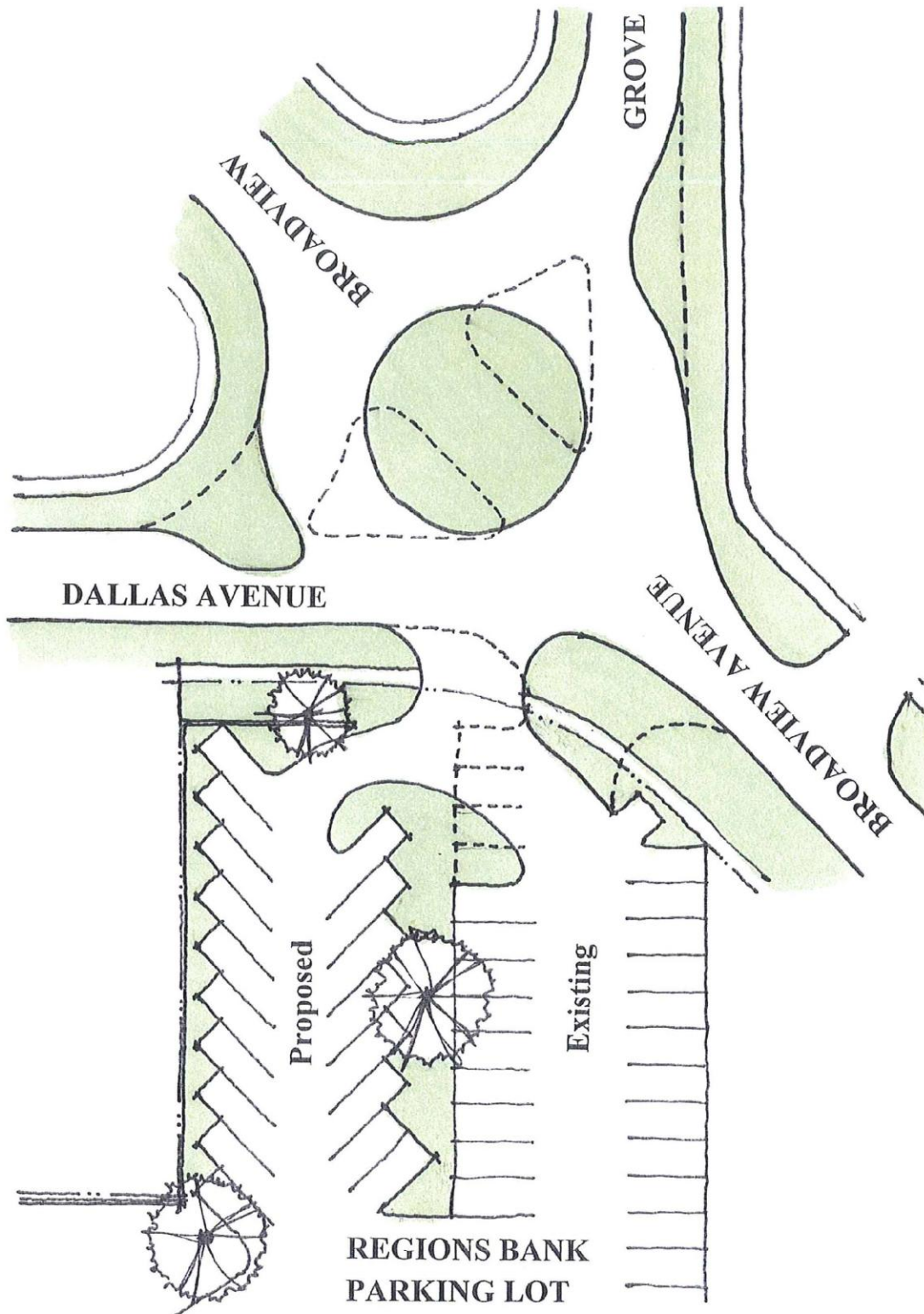
This map is for reference only and is not a survey.

Created on 11/29/2011, Copyright 2007. Orange County Property Appraiser.



SHEET NO. OF 1	DRAWN BY CHECKED BY DATE JOB NO.	STRUCTURAL PLAN SERVICE INC. SPENCER DESIGN GROUP STRUCTURAL PLAN SERVICE INC. SPENCER DESIGN GROUP PO BOX 940126 Maitland, FL 32774 Phone (407) 295-0155 fax (888) 621-5592	STRUCTURAL PLAN SERVICE INC. CEA #1751 Ken Ulmer P.E. #2433 LICENSED PROFESSIONAL ENGINEER FL 427-255-8155	REGIONS BANK BUILDING 1245 WEST FAIRBANKS AVE. WINTER PARK, FLORIDA	STRUCTURAL PLAN SERVICE hereby certifies that the design was prepared by a duly licensed professional engineer and that the design complies with all applicable codes and regulations.	REVISIONS NO. DESCRIPTION
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CITY OF WINTER PARK Planning & Zoning Board

Regular Meeting
Welcome Center

December 6, 2011
7:00 p.m.

MINUTES

REQUEST OF JIM VEIGLE PROPERTIES, LLC TO: AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY TO OFFICE AND PROFESSIONAL ON THE PROPERTY AT 1210 DALLAS AVENUE AND TO AMEND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE EXISTING ZONING DESIGNATION OF SINGLE FAMILY (R-1A) DISTRICT TO PARKING LOT (PL) DISTRICT ON THE PROPERTY AT 1210 DALLAS AVENUE.

REQUEST OF JIM VEIGLE PROPERTIES, LLC TO: AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE TEXT OF PLANNING AREA "J" POLICY 1-4.1.J.11 TO INCLUDE EXCEPTION OF PARKING LOT (PL) ZONING.

Senior Planner Stacey Hectus provided the staff report. She stated that the property at 1210 Dallas Avenue is a vacant single family lot that the owner wishes to rezone in order to use as a 17 stall gravel parking lot with wall and landscaping buffer to the neighbors. She pointed out that this property is in the Killarney Shores neighborhood, north of Fairbanks Avenue, west of Orlando Avenue tucked in behind office and commercial zoned property on Fairbanks and Orlando (17-92) Avenues. This property is bounded by residentially zoned property to the west and to the north, cross the street on Dallas Avenue and by commercial and office zoned properties to the south and east on Fairbanks Avenue. The lot is 7,500 sq. feet or 0.17 of an acre. It is the classic "transitional" or "edge" property. The owner of this vacant property at 1210 Dallas is the same owner of the adjacent Regions Bank building property. She discussed the history of the property; the current request; drainage/storm water; comprehensive plan policy issues as well as the precedent setting nature of the request. She summarized by stating that these "transitional" or "edge" areas are the ones that are extremely tough to deal with. Typically these "edge" lots are vacant or have poor quality housing and frequently Planning and Zoning is asked to enact some of these "transitional" or "edge" rezonings. Most times the nearby residents or those across the street fear the change and the precedent setting nature but they also do not want to see the continuation of overgrown properties or unkempt rentals. To staff, the YMCA landscape buffer template seems to have worked very well on Palmer Avenue and staff believes it can work well in this setting. Again, this is not a rezoning request to build more building square footage or expand a business. The applicants are just trying to meet the modern day parking codes and be more competitive in renting existing space within the Regions Bank building. Further, notices have gone out to the surrounding neighborhood and the property has been posted. At the time of this staff report there were no comments or concerns voiced to staff. Staff recommended approval with the following conditions:

1. Approval subject to the plans submitted and extension of the screen wall to the front of the adjacent house (approximately 30 feet back from property line). Then vinyl, not wood fencing for the rest of the length of the property.
2. Removal of the driveway apron on Dallas.
3. Landscape package/program to be reviewed and approved by staff to be exactly as constructed at the Winter Park YMCA. This package should also include a similar wall detail.

She pointed out that there could not be a simultaneous public hearing on these items and each must be voted on separately. She responded to Board member questions and concerns.

Jim Veigle, property owner, spoke concerning the request. He discussed the dynamics of the property and surrounding neighborhood. He said that if approved, it will be used for employees of the building. He also provided insight into current parking and traffic circulation on the site, and noise disturbances. He added that he did a mail-out to the surrounding properties in October, but did not hear from any of the neighbors. He responded to Board member questions and concerns. Asked by Chairman Krecicki if he agreed with staff's conditions and Mr. Veigle said yes.

Allen Thompson, 1323 Dallas Avenue and Tommy Drake, 500 Shoreview Avenue spoke concerning the request. Both neighbors stated that they feel that the project will be a benefit to the neighborhood. They both expressed concern with the precedent that would be set by granting the request. They raised many issues as it relates to the ongoing traffic issues in the neighborhood. They responded to questions of Board members and staff. No one else wished to speak concerning the issue. Public Hearing closed.

Mr. Slocum discussed his thoughts on a workable solution by realigning the entrance to the northern boundary of the property. He explained that he was a long-time tenant in the building and is very well aware of the issues raised by the applicant and neighbors. Mr. Sacha recommended that additional meetings happen with the City's Traffic Engineer in an effort to alleviate the problems discussed at the meeting. He added that he feels that what the applicant is proposing will be more aesthetically pleasing than what is there now. Mr. Johnston agreed with the comments made by Mr. Sacha.

Motion made by Mr. Sacha, seconded by Mr. Livingston recommending accepting staff recommendations. Motion carried unanimously with a 6-0 vote.

Motion made by Mr. Sacha, seconded by Mr. Livingston to amend the Comprehensive Plan future land use text of planning area "J" Policy 1-4.1.J.11 to include exception of parking lot (PL) zoning. Motion carried unanimously with a 6-0 vote.

Motion made by Mr. Krecicki, seconded by Mr. Sacha to change the Comprehensive Plan designation from Single-Family Residential (SFR) to Parking Lot (PL) on the property at 1210 Dallas Avenue. Motion carried unanimously with a 6-0 vote.

Motion made by Mr. Krecicki, seconded by Mr. Johnston to amend the official zoning map so as to change the existing designation of single family (R-1A) district to parking lot (PL) district on the property at 1210 Dallas Avenue. Motion carried unanimously with a 6-0 vote.