



city commission agenda

3:30 p.m.
February 27, 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.

1	Meeting Called to Order	
2	Invocation Dr. Walter Jackson, First Baptist Church of Winter Park Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	Projected Time
	a. Presentation of checks from the Winter Park Chamber of Commerce to area schools from proceeds from the December 2011 pancake breakfast fundraiser	10 minutes
	b. Proclamation - Recognizing Sonya Baumstein, Winter Park High School graduate now with Team Epoch rowing team	10 minutes
	c. Presentation by School Board Member Joie Cadle regarding Brookshire Elementary	20 minutes
5	City Manager's Report	Projected Time
	a. 90 day plan	30 minutes

6	City Attorney's Report	Projected Time
7	Non-Action Items	Projected Time
	a. Update of Park Avenue Area Task Force (PAATF) Downtown Parking Recommendations	20 minutes
8	Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda	Projected Time
	a. Approve the minutes of 2/13/12. b. Approve the following purchases and contracts: <ol style="list-style-type: none"> After-the-fact Purchase Order 146416 to Heart Utilities of Jacksonville for undergrounding of electric; \$63,938.70 PR 148636 to Suntree Technologies, Inc. to purchase baffle boxes; \$90,616.25 Contract renewal with High Performance Sports Management, Inc. (RFP-2-2010) for Tennis Management Services and authorize the Mayor to execute the contract renewal and lease agreement. Continuing services contract with GAI Consultants, Inc. (RFQ-2-2012) for Professional, Architectural & Engineering Services (Discipline: General Civil & Public Facility Engineering) and authorize the Mayor to execute the contract. Continuing services contract with Comprehensive Engineering Services, Inc.(RFQ-2-2012), Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Transportation Planning & Engineering) and authorize the Mayor to execute the contract. Continuing services contract with CDM Smith Inc. (RFQ-2-2012), Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Stormwater Management & Design) and authorize the Mayor to execute the contract. Continuing services contract with Geosyntec Consultants (RFQ-2-2012), Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Stormwater Management & Design) and authorize the Mayor to execute the contract. Amendments to the three Products and Services Agreements with Centurylink Sales Solutions, Inc. and authorize the Mayor to execute all Amendments c. Approve two mid-year changes to the City's medical insurance programs to become effective April 1, 2012: the implementation of Teladoc health care visits through phone or online video consultation; and health and dental insurance for domestic partners of employees.	10 minutes

10 Action Items Requiring Discussion	Projected Time
a. Billboard Agreement with CBS Outdoor at 600 Lee Road	20 minutes
b. One-Way Valet Parking in Downtown	20 minutes
c. Water, Wastewater, and Reclaimed Water Rate Study	45 minutes
d. Selection of an Architectural Firm for the design of the Amtrak Station	20 minutes
11 Public Hearings	Projected Time
a. Ordinance - Establishing parking restrictions at electric charging stations (2)	5 minutes
b. Request of Windermere Winter Park Venture LLC: - Ordinance - Amending the comprehensive plan, future land use map to change the designation of Single Family Residential to Medium Density Residential on the property at 444 W. Swoope Avenue (1) - Ordinance - Amending the official zoning map to change the zoning designation of Single Family Residential (R-1A) District to Medium Density Multi-Family (R-3) District on the property at 444 W. Swoope Avenue (1) - Conditional use approval to build a new two story, 10 unit residential condominium building at 434 and 444 W. Swoope Avenue (QUASI JUDICIAL PROCEEDING)	30 minutes
c. Ordinance - Annexing the property at 600 Lee Road and that portion of I-4 contiguous to the property within the City of Winter Park at 2684 Lee Road (1)	15 minutes
d. Resolution - Designating 1301 Pelham Road as a historic resource in the Winter Park Register of Historic Places	10 minutes
e. Ordinance - Amending the historic preservation section of the Land Development Code (1)	20 minutes
f. Ordinance - Amending Ordinance No. 2840-11, Moratorium for Pain Management Clinics (1)	10 minutes
12 City Commission Reports	Projected Time
a. Commissioner Leary b. Commissioner Sprinkel c. Commissioner Cooper d. Commissioner McMacken e. Mayor Bradley	10 minutes each

appeals & assistance

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

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



city commission **city manager's report**

item type City Manager's Report

meeting date February 27, 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	Construction is underway. 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.	Mid April 2012.
Pensions	Additional information is being prepared for the Commission and staff is closely monitoring legislative efforts in the current session.	
Lee Road Median Update	Met with FDOT on January 5 th to agree to planting restrictions. A final submittal has been prepared and is currently under review by the FDOT concerning desired planting scheme to maximize visual impact.	
Pro Shop Renovation	Final walk through was on February 21, 2012. Operation to begin in the new building the first week of March.	Completed.
Fairbanks Improvement Project	Re-design of the new lift station location is complete. Plans have been approved by FDOT. Permits were submitted to FDEP on January 6 th . Final approval on lift station easement has been granted by the property owner.	Project should be out to bid in March, awarding bids in late April and Notice to Proceed in May, 2012.
Parking Study Alford Inn	Consultant has started traffic counts, turning movement counts and gap study (time gaps for left turns on New England).	

Hazardous Waste	Waste Pro has agreed to host four household hazardous waste events per year for the City. The first event will take place on April 21 from 9:00 a.m. to 2:00 p.m. at the Public Works Compound located at 1439 Howell Branch Road.	The first event will be held in conjunction with Earth Day in April 2012.
Dead Tree Removal	All of the tree removals have been completed. Stump grinding (through a contractor) and tree replanting (with in-house crews) are being scheduled for completion by March 2012.	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.

**City of Winter Park
90 Day Plan
March 2012 – May 2012**

March

- Street Musician Ordinance
- Mead Botanical Garden, Inc. Agreement – Lease Agreement and Governance (3/12)
- Via Salerno/Mayfield Ave Plug-In - Declaring and confirming resolutions (3/26)
- Electric Fuel Adjustment (3/26)

April

- State Office Building – CNL Office project approval (4/23)
- Ravadauge Annexation (4/9)
- BID (Business Improvement District) Resolution – April; Final Resolution/Equalization – May
- Tree Report (4/23)
 - Ordinance and Operational Plan

May

- Street Dining decision (at conclusion of trial period)
- Alford Inn/New England Avenue traffic study
- ULI Fairbanks
- Park Avenue Street Signs
- Amtrak Station design approval

Not specific

- Building Code Update Ordinance
- Residential Zoning Code Update Ordinance
- Winter Park High School Alumni Fee Waiver
- Crealde School of Art Fee Waiver
- City of Casselberry Proposed Joint Fire Service Agreement
- Process for Sale or Use of the Progress Point property
- Ravadauge Infrastructure/CDD Discussion (waiting on applicant)

Mayor's Items

- Transportation/Bicycle/Pedestrian Board
- WP Circulator Bus Route
- WP Wireless Taskforce
- Governance Indicators

- Being Visually distinctive
- Economic Development Plan review



city commission agenda item

item type	Non-Action Item	meeting date	February 27, 2012
prepared by department division	Dori Stone Economic Development/CRA	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	PAATF	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

subject

Update of Park Avenue Area Task Force (PAATF) Downtown Parking Recommendations

motion | recommendation

Concurrence that the PAATF has reviewed the downtown parking concerns and provided recommendations for consideration to the City Commission

background

At the December 12, 2011 City Commission meeting, the Commission reviewed a non-action item from Jeff Briggs, Planning Director about parking in the downtown (CBD) area. Mr. Briggs provided a history of previous parking studies that have been completed in the downtown and the alternatives that have come forward based on those studies. These alternatives include:

1. Parking garages
2. Public/private partnerships with Bank of America and Morse/Genius Foundation
3. Valet service for downtown patrons

The Commission expressed concern about the perception that parking is not available in the downtown and that an employee parking program needs to be considered.

At this meeting, the City Commission asked for a formal recommendation from the Park Avenue Area Task Force regarding the findings of the inventory update completed in 2010 and any recommendations that the Commission should consider when addressing parking issues in the downtown. Staff explained that the Task Force had reviewed this item as part of Goal 2 of the Park Avenue Area Strategic Plan and had recommended continued effort after the wayfinding program is implemented. The Task Force also discussed an employee parking program but there was no agreement as to the type or operation of this program.

Staff included the agenda item from Mr. Briggs to the City Commission on this item as well as the updated parking plan that was completed by the Task Force in the summer of 2010.

After discussion, the PAATF broke their recommendation into two steps:

Year 2012

- Create a map of free and long-term parking areas for business owners to distribute to employees.
- Install wayfinding signs for downtown parking as soon as possible
- Encourage the Commission to consider a valet ordinance to standardize the valet services in the downtown area
- Direct staff to discuss additional public/private partnerships within private lots with emphasis on peak parking periods (weekends, large events, holidays etc.)

Year 2013

- Conduct a revised downtown parking study prior to the opening of the SunRail station

alternatives | other considerations

N/A

fiscal impact

Funding is available for the wayfinding project. There is no additional funding currently allocated for the additional work recommended by the PAATF.

long-term impact

strategic objective

REGULAR MEETING OF THE CITY COMMISSION
February 13, 2012

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:30 p.m. in the Rachel D. Murrah Civic Center, 1050 West Morse Boulevard, Winter Park, Florida.

The invocation was provided by Pastor David Barker, Aloma Baptist 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 William Reischmann
City Clerk Cynthia Bonham
Deputy City Clerk Michelle Bernstein

The Oath of Office was administered to re-elected Mayor Kenneth Bradley by Orange County Clerk of Courts Lydia Gardner.

Approval of the agenda

Motion made by Commissioner McMacken to approve the agenda; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.

Mayor's Report

a. Board Appointments:

Code Enforcement Board

Motion made by Mayor Bradley to appoint Keith Manzi to the Code Enforcement Board; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Winter Park Firefighters Pension Board

Motion made by Mayor Bradley to appoint Stuart (Trey) Merrick to the Winter Park Firefighters Pension Board; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.

City Manager's Report

a. Scheduling Strategic Planning Session

City Manager Knight addressed the need to schedule the strategic planning session. After a brief discussion, there was a consensus to schedule the meeting for April 4, 2012 with Marilyn Crotty as the facilitator.

City Manager Knight advised that the first Martin Luther King, Jr. Task Force meeting will be held at 4:00 p.m. on February 16 in the conference room on the second floor of the west wing of City Hall.

City Manager Knight provided a brief update on two items:

- Ravaudage – The applicant and the City has been working with Orange County regarding the annexation process and we now have an agreement in place on how the process will work. The applicant has requested that the first reading of the annexation be held on March 12 and the second reading would not come back to the Commission until all of the CDD documentation and other items are in place.
- Auction rate security bond litigation – City Manager Knight, the finance director and City Attorney have been speaking with an outside attorney and consultant about our auction rate security bonds that were issued in 2005. There are some litigation issues going on around the country related to the bonds that were issued and whether or not the underwriters should be held liable for some of the cost in getting out of those securities, along with the costs incurred as a result of being in those securities. Since the statute of limitations ends today, City Manager Knight authorized the City Attorney to file a statement of claim for arbitration as it was necessary to preserve the City's rights. Attorney Reischmann provided legal counsel and advised that it would be appropriate for the City Manager to provide individual briefings on this matter. City Manager Knight acknowledged and said he will schedule appropriately.

City Attorney's Report

No items.

Non-Action Items

a. Financial Report – December 2011

Finance Director Wes Hamil provided the December 2011 financial report and answered questions.

Mayor Bradley requested that separate line items be added for fuel cost recovery revenues and the fuel cost portion of bulk power expenses for the Electric Fund. Mr. Hamil responded that this information is already being provided to the Utilities Advisory Board and we will add that statement to the Commission's Financial Report.

Motion made by Commissioner Sprinkel to accept the Financial Report; seconded by Commissioner McMacken and approved unanimously with a 5-0 vote.

Consent Agenda

- a. Approve the minutes of 1/23/12. – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
- b. Approve the following purchase and contracts:
 1. After-the-fact Purchase Order 146271 to Heart Utilities of Jacksonville for Undergrounding of Electric; \$105,113.99
 2. Continuing Services Contract for Architectural Services (RFQ-2-2012) with ACi and authorize the Mayor to execute the contract.

3. Continuing services Contract for Architectural Services (RFQ-2-2012) with Helman Hurley Charvat Peacock Architects, Inc. and authorize the Mayor to execute the contract.
4. Piggybacking the WSCA/State of Florida contract with W.W. Grainger for Maintenance, Repair and Operations (MRO) and authorize the Mayor to execute the Piggyback Contract
5. Staff to enter into negotiations with the top ranked firm, GAI Consultants, Inc. (RFQ-2-2012) Continuing Contracts for Professional, Architectural & Engineering Services (General Civil & Public Facility Engineering) – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
6. Staff to enter into negotiations with the top ranked firm, Comprehensive Engineering Services, Inc. (RFQ-2-2012) Continuing Contracts for Professional Architectural and Engineering Services (Transportation Planning & Engineering) - **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
7. Staff to enter into negotiations with the top two ranked firms CDM Smith and Geosyntec Consultants (RFQ-2-2012) Continuing Contracts for Professional, Architectural & Engineering Services (Stormwater Management & Design) – **PULLED FROM CONSENT AGENDA FOR DISCUSSION – SEE BELOW**
8. Staff to enter into negotiations with the two top ranked firms Herbert-Halback, Inc. and Miller Legg (RFQ-2-2012) Continuing Contracts for Professional, Architectural & Engineering Services (Landscape Architect)
9. Award of IFB-8-2012 to Link's Automotive, Inc. for towing and wrecker services and authorize the Mayor to execute the contract.
- c. Approve the purchase of a Cisco Router (\$2,365.00) necessary for connectivity to the newly purchased (CAFÉ) Computer Aided Forms Entry Report Management System and Computer Aided Dispatch to replace the existing (RMS) Report Management and Computer Aided Dispatch (CAD) for the Police Department. (State Forfeiture Funding will be utilized)
- d. Approve the purchase of computer software (ARAS360), required operating systems and four desk top computer workstations for the Police Department. (State Forfeiture Funding will be utilized)
- e. Approve free electric vehicle charging services for an initial promotional/evaluation period with the fees to be reviewed semi-annually in accordance with the fee schedule.
- f. Approve the agreement to provide Wastewater Service for 2021 N. Goldenrod Road (PID 14-22-30-0000-00-133) and authorize the Mayor to execute the agreement.

Motion made by Commissioner Sprinkel to approve Consent Agenda items 'b.1-4', 'b.8-9', and items 'c' 'd', 'e' and 'f'; seconded by Commissioner Leary and carried unanimously with a 5-0 vote.

Consent Agenda Item 'a' - Approve the minutes of 1/23/12

Commissioner Cooper referenced page 4 of the minutes. She requested that the minutes reflect that Jeff Briggs also explained that the City should establish a future land use designation for parking lots to match the parking zoning district.

Motion made by Commissioner Cooper to amend the minutes to reflect what Jeff Briggs said relative to establishing a future land use designation; seconded by Commissioner McMacken and approved by acclamation with a 4-1 vote; Commissioner Sprinkel voted no.

Consent Agenda Item 'b.5' - Staff to enter into negotiations with the top ranked firms, GAI Consultants, Inc. (RFQ-2-2012) Continuing Contracts for Professional, Architectural & Engineering Services (General Civil & Public Facility Engineering)

Consent Agenda Item 'b.6' - Staff to enter into negotiations with the top ranked firm Comprehensive Engineering Services, Inc. (RFQ-2-2012) Continuing Contracts for Professional Architectural and Engineering Services (Transportation Planning & Engineering)

Consent Agenda Item 'b.7' - Staff to enter into negotiations with the top two ranked firms CDM Smith and Geosyntec Consultants (RFQ-2-2012) Continuing Contracts for Professional, Architectural & Engineering Services (Stormwater Management & Design)

Commissioner Leary addressed Consent Agenda items b.5, b.6 and b.7 together and asked why there is only one consultant for each discipline and no backup or alternate. Public Works Director Troy Attaway explained that we have multiple categories of consultants that we can use for an alternate if needed.

Motion made by Commissioner Leary to approve Consent Agenda items 'b.5', 'b.6' and 'b.7'; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Action Items Requiring Discussion

a. Regulation of street (sidewalk) musicians and performers on Park Avenue

Building Director George Wiggins explained that the City has received several complaints from restaurants, business owners and pedestrians concerning the appearance of street (sidewalk) musicians at various locations along the Park Avenue business district. He presented a draft ordinance modeled after a St. Augustine ordinance that withstood legal appeals by the ACLU. This prohibits street musicians from setting up along Park Avenue from Fairbanks to Webster Avenue and up to 50 side streets. Information was received from the Park Avenue Area Association that several business owners like having the street musicians and feel there is no need to enact an ordinance to control or prohibit this activity downtown; however not all of the businesses have been contacted. The proposed ordinance will only apply to public areas and will not prevent musicians from setting up on private property with the permission of the shop owner.

Mr. Wiggins explained that the City can choose to take no action and allow the matter to be self-regulated by the merchants and shop owners or they can proceed with the potential ordinance which would allow the police and code enforcement departments to enforce such regulations.

Commission discussions ensued regarding enforcement on Park Avenue versus throughout the City; the language pertaining to a 100' restriction rather than 50' of ROW on sidewalks and if they should have a Board look at this item and provide recommendations. The Commission expressed their concern with over-regulating and acknowledged that they should protect the residents, pedestrians, walkers and restaurant patrons from being disrupted. The Commission addressed the need to deal with business signs being displayed on the sidewalk that are a hazard.

Motion made by Commissioner Leary to move forward with the ordinance; seconded by Commissioner Sprinkel.

Patrick Chapin, Winter Park Chamber of Commerce, explained that they have not had a thorough conversation on this and that the Chamber is willing to facilitate a meeting to see what is best for the businesses, residents and visitors.

John Holley, 316 Lake Avenue, explained that he has been a sidewalk performer for the past seven years. He suggested that the City charge the performers a yearly fee of \$100 and require written authorization from the store owner allowing them to perform at that location.

Attorney Reischmann provided legal counsel regarding this suggestion.

Mike Schwartz, Pannullo's Italian Restaurant, 216 S. Park Avenue, urged the Commission to address this issue since they have had very bad experiences with street musicians playing all hours of the day and night in front of his restaurant. He supported the proposed ordinance.

Woody Woodall, 328 N. Park Avenue explained that some of the local businesses like the musicians because it adds character to the avenue and is opposed to the ordinance.

Mayor Bradley indicated that he would like for the Park Avenue Area Task Force to look at this as well as the Chamber of Commerce. CRA Director Dori Stone (DeBord) responded that they would be happy to work with the Chamber members and non-chamber members, the Park Avenue Area Task Force and the CRA Advisory Board.

Attorney Reischmann answered questions of the Commission.

Commissioner Leary withdrew his original motion since it was for discussion only. Commissioner Sprinkel withdrew her second.

Motion made by Commissioner Sprinkel for staff to continue with this issue and ask the Park Avenue Area Task Force, the Chamber and the CRA Advisory Board for their recommendations; seconded by Commissioner Leary. It was also clarified that they would welcome public input from Chamber groups, the Hannibal Square Merchants and others. **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 Comment

Patrick Chapin, Winter Park Chamber of Commerce, thanked the Commission and the Mayor for their support last Monday when they launched "Healthy Central Florida" at Full Sail University.

Action Items Requiring Discussion (continued)

- b. Urban Land Institute (ULI) Technical Assistance Panel (TAP) Program for West Fairbanks Redevelopment Evaluation

CRA Director Dori Stone (DeBord) provided information on the ULI TAP Program that brings together experts from appropriate fields such as commercial development, planning, engineering and redevelopment to address strategic objectives set out by the community leadership. Experts are invited to a one-day workshop whereby they would review current and proposed programs by City staff, take public comment, tour the corridor, and formulate recommendations which are presented publicly later that day and provided to the City. All of this is done with the City's objectives in mind. The City's Economic Development and Planning staff are recommending that a ULI Panel be put together to evaluate West Fairbanks prior to any further action being taken on adoption of the Architectural Design Standards.

Costs associated with the ULI Panel are approximately \$20,000 and will not exceed \$25,000. Funding is available through the Economic Development Program. EDAB's motion supports the use of this funding for this type of effort and recommended that the ULI Panel look into short and long term development solutions on West Fairbanks Avenue.

ULI representative Jim Sellen provided an overview of the ULI Advisory Services Program and answered questions.

Commission discussion ensued as to what the process is and that they come up with the goals and objectives prior to commencement. Mrs. Stone explained that she will be working with Mr. Briggs and the ULI consultant to come up with several draft objectives and then present them to the Commission for input and consensus prior to moving forward.

Mr. Briggs answered questions regarding the Placemakers document and explained that it is a design guideline. He indicated that it would be extremely advantageous to allow the ULI Panel to provide their expertise, review the existing data and provide a report on their findings.

Mrs. Stone advised that the Commission can move ahead now and adopt West Fairbanks Architectural Design Standards without this advice from the ULI Panel and speed that adoption by two months. She explained that the City may learn some important things from the ULI Panel and the ULI Panel can also be helpful in validating or confirming the most important design regulations that will be part of the Architectural Design Standards. It will also allow for participation in this process by the property owners and tenants along the corridor. She addressed the importance of getting the Architectural Design Standards adopted sooner rather than later, but that no substantial redevelopment is expected to occur until the sanitary sewer project is completed which will be at least a year.

The Commission asked if they can see examples of completed ULI reports. Mrs. Stone advised that she will email the information to the Commissioners.

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.

c. Proposed on-street dining - Hannibal Square East

Building Director George Wiggins explained that the applicant initially submitted a request for approval of this event to our Public Works Department and they are seeking permission to close off a public street for café seating every evening from 5:00 p.m. to 11:30 p.m. for a trial period

from February 15 to April 29, 2012. Staff requested Commission approval and the Commission instructed staff to identify or create a process which this type of request should follow. It was determined that the City already has a procedure/application process in place through the special event ordinance that would ensure events of this type meet applicable requirements. Events which are over 3 days in length or requires use of public right-of-way may be referred to the City Commission for approval.

Mr. Wiggins explained the additional criteria and standards that are to be met prior to the approval of a special event application which apply to street closures involving restaurants. He also noted that notification was provided by both the City and the applicant to the neighboring property owners.

Public Works Director Troy Attaway answered questions of the Commission related to the street closure.

Motion made by Commissioner Leary to approve the recommendations from staff (approve event and waiver of alcoholic consumption prohibition in a public street subject to staff conditions and criteria listed below as "Additional Criteria for Street Closures involving restaurants.)" 1) The street to be closed must not exceed a traffic count of 1,000 vehicles per day unless a traffic study documents minimal impact to traffic during street closure periods. 2) The area of street closure must be directly adjacent to and operated by the restaurant(s) requesting closure. 3) Written consent for the closure must be approved by all abutting property owners/leasees including those directly across the road to be closed. 4) Road closure can only be allowed if there is a parallel alternate route within 350 feet (Park Avenue blocks are 300 feet). 5) Road closure can only be allowed if other property owners, residents or businesses located on the same street have public street access to their properties, residences or businesses. 6) Standards for the outdoor tables, seating, umbrellas (if any), menu signs and provision of maintenance cleaning of street or sidewalk areas shall comply with the City's Sidewalk Café Ordinance. A seating diagram shall be provided for review and approval. All other applicable provisions of the Sidewalk Café Ordinance shall apply. 7) The impact of any additional required parking can be absorbed by existing parking available at the time of the closure. 8) No amplified or live music without specific separate authorization with an amended event permit application. 9) The City Manager retains the right to terminate the approval of the event or further limit the times of the event at any time deemed appropriate, due to noise, safety concerns or other reasons not enumerated herein; seconded by Commissioner Sprinkel.

Motion amended by Commissioner Cooper that we extend the trial period from 2 months to 6 months and that we restrict it to weekend nights only. Motion failed for lack of a second.

Pastor K.T. Turner, Bethel Missionary Baptist Church, 425 W. Welbourne Avenue, opposed the request because of the narrow streets, parking issues, and believed this will create havoc for emergency response.

Ken Wright, 217 E. Hannibal Square, opposed this request. He explained that he lives directly behind Chez Vincent Restaurant and will impede his sleep by extending the hours. He was also

concerned that emergency vehicles would not be able to come to his aid due to the street being closed.

Applicant Dan Bellows, 558 W. New England Avenue, asked the Commission to approve the concept of the daily street closure and to approve the waiver of alcohol.

Woody Woodall, 328 N. Park Avenue, explained that he likes special events and is in favor of this request.

Linda Chappell (Walker), 794 Comstock Avenue, opposed this request and felt that if the street is to be closed the City should implement an ongoing fee and put that money towards Community Center programs.

Susan Gabel, 535 N. Interlachen Avenue, opposed closing the street and said the residents of the Westside have suffered enough. She urged the Commission to deny the request.

Pete Weldon, 700 Via Lombardy, explained that the City has made significant investments throughout the entire City for the benefit of everyone and when changes occur there are both negative impacts and positive impacts but change is inevitable.

Lurlene Fletcher, 790 Lyman Avenue, opposed closing the street because of concerns that it will create a mardi-gras atmosphere. She asked the City to look into the noise disturbance and illegal drug use in the area.

Attorney Kim Booker, representing the applicant, explained that there is a noise ordinance that addresses noise disturbances and they have no intent in creating a mardi-gras atmosphere.

Mr. Wiggins answered questions regarding the fees associated with the sidewalk dining permit and special event permit and what happens after the trial period. The Commission mentioned that if this is going to become permanent they suggested having the CRA Advisory Board and/or other boards provide recommendations and suggestions. Mr. Wiggins acknowledged and advised that staff will be reviewing and monitoring this. Staff will also perform a thorough analysis of the impacts on the City, the costs incurred and what fees should apply if this becomes permanent.

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.

A recess was taken from 5:54 p.m. to 6:13 p.m.

Public Hearings

a. Request of Denning Partners, Ltd. For the property at 861 W. Canton Avenue:

Mayor Bradley commented that this would be a simultaneous public hearing on both ordinances. Attorney Reischmann read both ordinances by title.

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 HIGH DENSITY RESIDENTIAL ON THE PROPERTY AT 861 WEST CANTON AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

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 ZONING DESIGNATION OF SINGLE FAMILY (R-1A) DISTRICT TO MULTI-FAMILY (HIGH DENSITY R-4) DISTRICT ON THE PROPERTY AT 861 WEST CANTON AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR RESTRICTIONS ON HEIGHT; CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

Each Commissioner disclosed their ex-parte communications. Mayor Bradley and Commissioners McMacken, Cooper and Leary advised that they spoke with staff after the last meeting. Mayor Bradley and Commissioners Leary and Sprinkel said they drove by the property.

Planning Director Jeff Briggs explained that the applicant Denning Partners, Ltd. (Dan Bellows) has under contract the property at 861 W. Canton Avenue for purchase, which is immediately east of and adjacent to the Denning Drive apartment project at 550 N. Denning Drive. He explained the 5-2 Planning and Zoning Board vote and that the majority felt the location of this property and the adjacency to the Denning Drive apartment site provides better design opportunities if added to that project. The minority felt that there needs to be a step-down in density moving east and that R-3 was more appropriate. The rezoning ordinance contains a restriction on building height to the same three stories and 42' as was approved for the Denning Drive apartment project. Mr. Briggs advised that staff's recommendation is for approval with the condition that future development is limited to no more than three stories and 42' of building height. Mr. Briggs answered questions.

Attorney Reischmann provided legal counsel pertaining to the obligations that the Commission has in regards to approving or denying the ordinances. Commission discussion ensued as to the pros and cons with approving this request and if they approve it, the possible impacts that would be created with granting the change.

Motion made by Commissioner Cooper to deny the ordinance (Comprehensive Plan change from R-1 to R-4 density on this lot); seconded by Commissioner McMacken.

Motion made by Commissioner McMacken to deny the ordinance (amending the Zoning Code); seconded by Commissioner Cooper.

Denise Weathers, Hannibal Square Community Land Trust, 140 N. Orlando Avenue, spoke in opposition to the rezoning request. She asked that they adhere to the Comprehensive Plan.

Mary Daniels, 650 Canton Avenue, explained that everyone in her neighborhood including herself is opposed to the rezoning. She asked to adhere to the Comprehensive Plan and to keep their community as a single family residential neighborhood.

Dana Rehm, 634 W. Comstock Avenue, shared her opposition with changing the rezoning from single family to multi-family and urged the Commission to deny this request.

Applicant Dan Bellows, 558 W. New England Avenue, provided a brief summary regarding his request and urged the Commission to approve the rezoning and comprehensive plan change.

Linda Chappell (Walker), 794 Comstock Avenue, asked the Commission to deny the request.

Upon a roll call vote on the first ordinance (amending the Comprehensive Plan), Mayor Bradley and Commissioner Leary voted no. Commissioners Sprinkel, Cooper and McMacken voted yes. The motion (to deny the request) carried with a 3-2 vote.

Attorney Reischmann explained that they should withdraw the Zoning ordinance since the first ordinance failed. **Commissioner McMacken withdrew his motion to deny the Zoning Code amendment.**

- b. RESOLUTION NO. 2100-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, PURSUANT TO SECTION 170.03, FLORIDA STATUTES, CALLING FOR A PUBLIC HEARING TO DISCUSS ALL ASPECTS OF THE UNDERGROUNDING OF ELECTRIC/CATV FACILITIES WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF PROPERTIES ABUTTING VIA SALERNO AND MAYFIELD AVENUE; WHICH IMPROVEMENTS BE PAID IN PART BY SPECIAL ASSESSMENTS LEVIED AGAINST ALL PROPERTIES WITHIN THE ABOVE DESCRIBED AREA; PROVIDING AN EFFECTIVE DATE.

Attorney Reischmann read the resolution by title. **Motion made by Commissioner McMacken to adopt the resolution; seconded by Commissioner Sprinkel.** No public comments were made. **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. RESOLUTION NO. 2101-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, PURSUANT TO ITS HOME RULE POWERS, DELEGATING AUTHORITY TO THE CODE ENFORCEMENT BOARD AND TO CITY MANAGER UNDER EMERGENCY CONDITIONS TO NEGOTIATE CODE ENFORCEMENT LIENS AND TO EXECUTE SATISFACTIONS OR RELEASES OF CODE ENFORCEMENT LIENS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY FOR THE PURPOSE OF ALLOWING PROPERTY CLOSINGS TO OCCUR WITHOUT DELAY; AND PROVIDING AN EFFECTIVE DATE.

Attorney Reischmann read the resolution by title. Building and Code Enforcement Director George Wiggins explained that this resolution is per the recommendation of the City Attorney which would allow the Code Enforcement Board to negotiate a lien settlement and release; or allow the City Manager to proceed with the negotiation and settlement when the Board cannot convene in a timely manner. Property sales have been abandoned due to the current process; therefore, staff would like to streamline the process so that the City is not the cause of liens not being paid or properties not being sold. Mr. Wiggins and Attorney Reischmann answered questions regarding the process.

Commission discussion ensued as to whether or not the Code Enforcement Board should be allowed to negotiate a lien settlement. It was recommended to modify the resolution to allow the City Manager to negotiate a lien for anything under \$50,000 and execute a satisfaction or release; and to come before the Commission for action if the dollar amount is above \$50,000.

Motion made by Mayor Bradley to strike the words “Code Enforcement Board and” in Section 2; and to add the following at the end of the paragraph “up to \$50,000 per the City Manager’s financial delegation authority; and in Section 3 eliminate the words “when the Code Enforcement Board is not scheduled, etc.” Mayor Bradley clarified that he would like to strike anything that refers to the Code Enforcement Board. **The motion was seconded by Commissioner Cooper.** No public comments were made. **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.**

- d. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA REGULATING PARKING IN ELECTRIC VEHICLE CHARGING STATION SPACES DESIGNATED FOR THE CHARGING OF ELECTRIC VEHICLES; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE. First Reading

Traffic Manager Butch Margraf provided background and answered questions. Commission discussion ensued regarding the amount of the fine, if \$100 is too much, and to possibly modify the ordinance or the parking signs to allow the flexibility for shared parking so when the spaces are not being used by electric vehicles a regular vehicle can park there.

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

Motion amended by Commissioner Cooper that allows flexibility to experiment with some of the parking ideas that they talked about (shared parking). Motion failed for lack of a second.

Commissioner Sprinkel asked if staff could monitor this and report back in six (6) months with data on the actual usage of the electric vehicle charging station spaces. Mr. Margraf acknowledged the request.

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

- e. Revise the conditions of approval for extension of conditional use for the parking garage expansion at 655 W. Morse Boulevard pursuant to the settlement agreement.

Planning Director Jeff Briggs explained that at the last meeting the Commission approved the settlement agreement and agreed on the conditions that were imposed on May 10, 2010. The only way to implement this settlement agreement is to modify those conditions at a public hearing. Staff published the legal advertisement for this public hearing.

Motion made by Commissioner Sprinkel to approve the request; seconded by Commissioner McMacken. No public comments were made. **Upon a roll call vote, Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-0 vote. (Mayor Bradley was absent for the vote.)**

City Commission Reports:

a. Commissioner Leary

Commissioner Leary said he is looking forward to judging the Chili Cook-off event which is scheduled for February 23 and encouraged everyone to attend.

Commissioner Leary mentioned that he would prefer to have a local architect, not the state's architect, to design the new Amtrak station. Upon further Commission discussion, a consensus was reached to have staff bring the current concept and design development plans for the Amtrak station to the next Commission meeting so they can see what has transpired to this point. Public Works Director Troy Attaway acknowledged the request.

Commissioner Leary congratulated Mayor Bradley on his re-election.

b. Commissioner Sprinkel

Commissioner Sprinkel reported the following questions/concerns from residents to City Manager Knight:

- How often do the garbage cans get picked up in the alleyways behind Park Avenue because they overflow on weekends? City Manager Knight explained that the commercial users on Park Avenue pay for the bins to be emptied and if they need to be emptied more often they would have to pay for it. He noted that this is an on-going issue and that staff will look into it.
- Residents are having a hard time driving on some of the streets due to the way the lawn maintenance vehicles park their trucks and trailers and other commercial vendors.
- There were several big busses that were parked across the street from the library this week; were they allowed to park there and if not, do they know where to park.

Commissioner Sprinkel mentioned that Linda Chapin and Hal Downing would like to talk to the City regarding the upcoming Bike/Walk of Central Florida event.

Commissioner Sprinkel said the new recycling bins around town look great.

c. Commissioner Cooper

Commissioner Cooper mentioned that she would like for the Commission to have an open conversation regarding the Progress Point property and the potential uses prior to doing anything with the property. The Commission suggested discussing this during the strategic planning meeting in April.

d. Commissioner McMacken

Commissioner McMacken encouraged everyone to attend the "Duck Derby" this weekend.

e. Mayor Bradley

Mayor Bradley asked if voter registration can occur at the library. City Manager Knight said yes they can drop off their voter registration application at the library and the City Clerk's office. Attorney Reischmann clarified that the library adopted their own policy which allows for voter registration; however, they have also adopted policies which prohibit any type of solicitation. Mayor Bradley asked if he has support to ask the library board to review their policies as it relates to voter registration and other activities. There was no support from the Commission to bring this item forward.

Mayor Bradley said the 125th Anniversary Task Force is convening and asked that their ideas be brought forward to the Commission.

Mayor Bradley asked for support to add the 90-day plan discussion on the next agenda. There was consensus to do so and to allow for a 30 minute discussion. City Manager Knight acknowledged the request to email the Commissioners with a draft list of items for their input prior to the meeting.

The meeting adjourned at 8:26 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	February 27, 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 146416 for Undergrounding of Electric	Total expenditure included in approved FY12 budget. Amount: \$63,938.70	Commission approve after-the-fact Purchase Order 146416 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 \$1,304.87 for this portion of the project.				
2.	Suntree Technologies, Inc.	Purchase of Baffle Boxes	Total expenditure included in approved project budget. Amount: \$90,616.25	Commission approve PR 148636 to Suntree Technologies, Inc.
Required for the East Morse Blvd. Stormwater Project. Sole Source documentation on file with the Purchasing Division.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
3.	High Performance Sports Management, Inc.	RFP-2-2012 Tennis Management Services Contract Renewal	Anticipated revenues included within FY12 budget.	Commission approve the contract renewal with High Performance Sports Management, Inc. and authorize the Mayor to execute the contract renewal and lease agreement.
The City utilized a formal solicitation process to award this contract. The City Commission approved the contract award on January 25, 2010. The current contract term will expire on March 14, 2012.				
4.	GAI Consultants, Inc.	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: General Civil & Public Facility Engineering)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with GAI Consultants, Inc. and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist one (1) firm to provide continuing general civil & public facility engineering services. The City Commission authorized staff to negotiate with this firm on February 13, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.				

5.	Comprehensive Engineering Services, Inc.	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Transportation Planning & Engineering)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Comprehensive Engineering Services, Inc., and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist one (1) firm to provide continuing transportation planning & engineering services. The City Commission authorized staff to negotiate with this firm on February 13, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.				
6.	CDM Smith	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Stormwater Management & Design)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with CDM Smith Inc. and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing stormwater management & design services. The City Commission authorized staff to negotiate with this firm on February 13, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.				
7.	Geosyntec Consultants	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Stormwater Management & Design)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Geosyntec Consultants, and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing stormwater management & design services. The City Commission authorized staff to negotiate with this firm on February 13, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.				
8.	Centurylink Sales Solutions, Inc.	Three (3) Amendments to the Products and Services Agreements for Renewal of Voice PRI Circuits	No fiscal impact	Commission approve Amendments to the three Products and Services Agreements and authorize the Mayor to execute all Amendments
The City Commission approved the three (3) Products and Services Agreements with Centurylink on January 9, 2012. These amendments modify some of the agreement terms and conditions, but do not result in any changes to the monetary commitments of the original agreements.				



city commission agenda item

item type	Consent Agenda	meeting date	February 27, 2011
prepared by department division	Michelle del Valle City Management	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

subject **Health and Dental Insurance Coverage Modification**

motion | recommendation

Approve two mid-year changes to the City's medical insurance programs to become effective April 1, 2012. The changes include the implementation Teladoc, health care visits through phone or online video consultation; and health and dental Insurance for Domestic Partners of employees.

Background

Teladoc is a network of board-certified physicians who provide health care through the convenience of phone or online video consultations, where available. The Teladoc physicians are available 24/7/365. Teladoc physicians can diagnose, treat and write prescription, when necessary, for routine medical conditions. The physicians are limited in the types of medications they can prescribe, for instance they cannot prescribe narcotics. Additionally they will not prescribe diagnostic tests, but will instead, refer patients back to their primary care provider. The benefits of Teladoc include:

- Convenient 24/7 access
- Reduced absenteeism and increased productivity
- Less time spent away from work
- Lower claim costs
- Possibly avoid urgent care or emergency care on nights and weekends
- Increase options for care for employees

Domestic Partner Health and Dental Insurance benefits have been implemented for employees in Orange County, Orlando, Kissimmee and St. Cloud. It is already in place at private companies in the area including Disney, Universal, Rollins College, and OUC. This coverage has also been instituted in Fort Lauderdale, Miami-Dade County, Miami Beach, Key West, Monroe County, Broward County, Tampa, West Palm Beach and many other cities and counties.

Having health insurance available for domestic partners is a good recruiting tool and makes health insurance available to employees' partners, who might not otherwise be able to get insurance. Some employees have asked whether the City of Winter Park is going to add domestic partner coverage now that the County and at least three cities have chosen to do so.

In order to qualify for domestic partner coverage, the employee and his/her domestic partner must each sign an Affidavit of Domestic Partnership, stating that they have been interdependent financially for at least six consecutive months prior to application and share a common primary residence. Both our carriers, Aetna for health insurance and Met Life for dental insurance, have this insurance available to domestic partners at the same employee rate.

alternatives | other considerations

Make no changes to existing coverage.

fiscal impact

The cost of implementing Teladoc, is \$0.95 per month per employee (approx \$500) and \$3 per consultation handling fee. The charge per encounter is \$38, of which the employee would make a \$25 co-pay. This in comparison to the cost of urgent care (\$50 co-pay) or emergency room visit (\$150 co-pay) can be a significant savings to both the City and employee.

There is no additional cost to provide health and dental insurance to domestic partners. Families choosing to participate in this coverage will be charged the same rate that currently applies to dependents for City employees. The City currently subsidizes family coverage by approximately \$2,800 per employee. Employees, who choose this coverage, may be required to pay taxes on the subsidy based on IRS rules. Based on the experiences of other governments that have already implemented this program, it is anticipated that less than 1% of eligible employees actually enroll in coverage for their domestic partners. For example in the City of Orlando, which instituted their plan in January 1, 2009, 10 employees cover their domestic partners out of 3000 eligible employees and 1600 retired employees (this is much less than 1%.)

long-term impact

These programs are not expected to have a measurable impact on the long-term cost of providing medical care to employees.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 27, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	N/A	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

Subject: Billboard Agreement with CBS Outdoor at 600 Lee Road

The Property at 600 Lee Road has been acquired by FDOT as part of the I-4 project. As part of that condemnation settlement there remains on this property, an existing I-4 facing billboard sign owned by CBS Outdoor and their permanent easement for the sign. CBS Outdoor desires to demolish that existing static face billboard and rebuild a new digital billboard as a replacement. To accomplish this, the City Commission must approve the attached Billboard Agreement and the annexation of 600 Lee Road. FDOT has submitted the required voluntary annexation petition.

The staff and city attorney have negotiated the attached Agreement with CBS Outdoor that will require CBS Outdoor to remove three (3) existing billboard signs in other locations in the City in order to replace and convert the existing billboard to a digital sign (on both faces). This would occur in two phases. The first phase for CBS Outdoor will be the reconstruction of the billboard sign at 600 Lee Road with a digital face on the north side and a static face on the south side. The new billboard will be the same size as the existing billboard in terms of square footage (672 sq. ft.) but it will be taller in order to improve its' visibility along I-4. For the first phase, CBS Outdoor has agreed to remove the existing billboard signs at 2170 W. Fairbanks Avenue and at 2090 Aloma Avenue. The second phase at some time in the future will allow the conversion of the south facing side from a static to digital message face. At that time, another existing billboard at a "to be determined" location in the City must be removed.

Staff believes this Agreement supports the strategic goals of the City of Winter Park in improving the aesthetic appeal of the City and Orange County. Staff also supports this request because the City will permit a new billboard where one already exists (albeit taller and digital vs. static); but the location is on the west side of I-4; and the City gets three billboard structures removed in the City.



Prepared by:

A. Wayne Rich, Esq.
Broad and Cassel
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Orlando, FL 32801-4961

Return to:

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

BILLBOARD AGREEMENT

THIS BILLBOARD AGREEMENT (“Agreement”) entered into this ____ day of _____, 2012, by and between the **City of Winter Park**, a Florida municipal corporation, whose address is 401 Park Avenue South Winter Park, Florida, 32789-4386, (“City”), and **CBS Outdoor, Inc.**, a Delaware for profit corporation authorized to do business in the State of Florida, whose mailing address is 2699 Lee Rd., Suite 230, Winter Park FL 32789, (“CBS”).

Recitals

WHEREAS, pursuant to Article 1V, Section 58-138 of City Code, the city commission shall be empowered to grant variances from the terms of the article and to permit signs otherwise prohibited by this article as deemed appropriate via agreements regarding nonconforming or prohibited signs on private properties as deemed necessary to fulfill the goals of the city, in improving the aesthetic appeal of the city, in reducing the number of outdoor advertising signs and in preserving and protecting historic or architecturally significant signs.

WHEREAS, CBS owns an existing billboard (“Aloma Trade Board”) located at the following address - 2090 Aloma Ave; a two-sided sign with face dimensions of 14’x 48’ (672 square feet) consisting of a static sign face on one side (1 sign face) and a trivision sign face on the opposite side (3 sign faces) for a total of four sign faces on I-beam support construction with a total of height of 50’. Photograph of the Aloma Trade Board is attached hereto as Composite **Exhibit “A”**, and by reference made a part hereof; and

WHEREAS, CBS owns an existing billboard (“Fairbanks Trade Board”) located at the following address – 2170 W. Fairbanks Ave; a two-sided sign with face dimensions of 14’x 48’ (672 square feet) consisting of two static sign faces for a total of two sign faces on I-beam support construction with a total of height of fifty (50’) feet. Photograph of the Fairbanks Trade Board is attached hereto as Composite **Exhibit “A”**, and by reference made a part hereof; and

WHEREAS, CBS owns an existing billboard (“Lee Rd. Trade Board”) located at the following address – 600 Lee Rd; a one-sided sign with face dimensions of 14’x 48’ (672 square feet) consisting of a trivision sign face (3 sign faces) for a total of three sign faces on monopole support construction with a total of height of fifty (50’) feet. Photograph of the Lee Rd. Trade Board is attached hereto as Composite **Exhibit “A”**, and by reference made a part hereof; and

WHEREAS, CBS offers to permanently remove the Lee Road, Trade Board, Aloma Trade Board and Fairbanks Trade Board in exchange for the right to construct a new double-faced billboard serving Interstate 4 (“Replacement Board”), with sign face dimensions of 14’ x 48’ consisting of one static sign face serving eastbound traffic and a digital sign face serving westbound traffic with an overall height of 85’ on the property addressed 600 Lee Road, for which the specifications and location on the subject property and legal description are described in Exhibit B (“Replacement Board Specifications and Location”), attached hereto and made a part hereof by reference; and

WHEREAS CBS reserves the right to permanently remove another existing billboard (“Future Trade Board”) within the city limits of Winter Park in exchange for the right to convert the one static face of the Replacement Board to a digital face serving eastbound traffic (“Digital Face Conversion”), which removal and conversion shall be at the sole option of CBS.

WHEREAS, the ability for CBS to gain approval for the required Florida Department of Transportation billboard permits will require the voluntary annexation of 600 Lee Rd into the City per Florida administrative rule 14-10.006(4)d, and said annexation will occur prior to the City’s approval of this Agreement; and

WHEREAS, the removal of the Trade Boards from the downtown, historic, and residential area in exchange for the construction of a replacement billboard to be erected on an interstate highway, such as I-4, constitutes a public purpose and will benefit the citizens of the City; and

WHEREAS, pursuant to the Ordinance the City Commission of the City of Winter Park (the “Commission”), its officers, and its attorneys, have been authorized to enter into Agreements consistent with the provisions of the Ordinance; and

WHEREAS, the Commission desires to and hereby does enter into this Agreement which the Commission determines is consistent with the Ordinance; and

WHEREAS, the Commission hereby authorizes and directs that this Agreement be executed and further directs that and all officers, employees and attorneys of or for the Commission are authorized to prepare, sign, execute, serve, publish and file for and in the name of the City and the Commission all necessary papers, affidavits, pleadings, motions and documents in connection with the execution of the Agreement and are further authorized to perform all obligations including without limitation to execute all building permits and authorizations needed to construct the Lee Rd Trade Board, and;

WHEREAS, the parties hereto desire to memorialize their agreement;

W I T N E S S E T H

NOW, THEREFORE, in consideration of the mutual covenants herein described, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into the substantive body of this Agreement.

2. Definitions. For the purposes of this Agreement, certain terms or words used herein shall be interpreted as follows

- a. Aloma Trade Board, existing billboard located at 2090 Aloma Avenue.
- b. Fairbanks Trade Board, existing billboard located at 2170 W. Fairbanks Avenue.
- c. Lee Rd. Trade Board, existing billboard located at 600 Lee Road.
- d. Replacement Board, new billboard to be constructed at 600 Lee Road.

3. Replacement Board. Upon the execution of this Agreement and the successful voluntary annexation of 600 Lee Rd., and subject to the issuance of all required FDOT permits, and the submission of a complete, acceptable application described in Exhibit “D” to the City for a City permit, the City shall issue a permit for the construction of the Replacement Board subject to the legal description, location and specifications described in **Exhibit “B”** attached hereto and made a part hereof by reference. Construction of the Replacement Board shall occur strictly in compliance with the Replacement Board specifications, the permit issued by the City, the permit to be issued by FDOT, and any and all applicable laws, codes, rules and regulations. CBS shall initiate construction of the Replacement Board within one hundred and eighty (180) days of CBS’ receipt of the latter of both 1) the City’s issuance of a permit for same, and 2) the issuance of the FDOT permit, and shall complete construction of the Replacement Board within one hundred and eighty (180) days of the initiation of construction or such longer period of time as may be necessary as a result of a force majeure event. CBS shall notify the City in writing within five (5) days of its receipt of the FDOT permit referenced above. For purposes hereof; a “force majeure event” shall include any reason or unforeseen circumstances beyond CBS’s reasonable control, including acts of God or public authorities, war and war measures (whether or not a formal declaration of war is in effect), civil unrest, fire, epidemics, floods, earthquakes, hurricanes or delays in transportation, delivery or supply.

The Replacement Board shall comply with the terms of the City Code and state law, and shall be deemed a legal, nonconforming use under City Code. Notwithstanding anything contained herein, in the event the Replacement Board is damaged by an act of God, repair of the Replacement Board in the same configuration and size and all the same specifications as were in place at the time of the damage shall be permitted by the City as a legal, non conforming use.

CBS will obtain any and all permits necessary for the reconstruction of the Replacement Board and comply with the applicable building codes.

4. No Warranties. Other than the City's issuance of a permit for construction of the Replacement Board, the City makes no warranties or representations that the property on which the Replacement Board is to be located, is appropriate or available for said use. Nor does the City make any representation or warranty as to the regulatory approvals of any other governmental entity with jurisdiction.

5. Removal of Lee Rd., Aloma and Fairbanks Trade Boards. CBS shall complete the removal of the Lee Rd. Trade Board, Aloma and Fairbanks Trade Boards within thirty (30) days after issuance of a Building Permit for the Replacement Board per the application described in Exhibit "D" attached. The removal shall include the complete and permanent removal of the sign, structure and foundation, to a depth of three (3) feet below grade, as well as reasonable restoration of the site and shall be consistent with any and all applicable laws, codes, rules and regulations and shall be accomplished at CBS's sole cost and expense, including the cost of permitting. Upon the completion of the removal of the Lee Rd. Trade Board, Aloma and Fairbanks Trade Boards, CBS shall notify the City in writing, and shall provide proof in the form of before and after pictures. Within ten (10) days of actual receipt of the notice, City shall confirm removal of the Lee Rd. Trade Board, Aloma and Fairbanks Trade Boards or provide CBS written notice of the reasons why City cannot confirm removal of the Lee Rd. Trade Board and Aloma Trade Board. City and CBS shall cooperate in good faith to resolve the City's concerns in an expeditious manner.

6. Certificate of Completion. A certificate of completion for use of the Replacement Board shall not be issued by the City until the City has confirmed that the Lee Rd. Trade Board, Aloma Trade Board and Fairbanks Trade Board have been demolished and completely removed consistent with the terms of this Agreement. Said confirmation by the City shall not be unreasonably withheld, conditioned or delayed. Furthermore, under no circumstances shall advertising copy be installed on the Replacement Board or revenue otherwise received from the Replacement Board until after the City has confirmed in writing to CBS that the Lee Rd. Trade Board, Aloma Trade Boards and Fairbanks Trade Board have been demolished and completely removed consistent with the terms of this Agreement. Said written confirmation by the City shall not be unreasonably withheld, conditioned or delayed.

7. Removal of Future Trade Board. At its discretion, within 10 years from the date of execution of this Agreement, CBS may remove another billboard ("Future Trade Board") within the City of Winter Park for purposes of converting the second static board on Lee Road Board to digital board. CBS shall complete the removal of the Future Trade Board prior to the issuance of a Certificate of Completion for the Digital Face Conversion. The removal shall include the complete and permanent removal of the sign, structure and foundation to a depth of three (3) feet as well as reasonable restoration of the site and shall be consistent with any and all applicable laws, codes, rules and regulations and shall be accomplished at CBS's sole cost and expense, including the cost of permitting. Upon the completion of the removal of the Future Trade Board, CBS shall notify the City in writing. Within ten (10) days of actual receipt of the notice, City shall confirm removal of the Future Trade Board or provide CBS written notice of the reasons

why City cannot confirm removal of the Future Trade Board. City and CBS shall cooperate in good faith to resolve the City's concerns in an expeditious manner.

8. Digital Face Conversion. Upon the removal of the Future Trade Board described in Paragraph 7, above, and subject to the issuance of all required FDOT permits, the City shall issue a permit for the construction for the Digital Face Conversion of the second static face on the Lee Road Board. Construction for the Digital Face Conversion shall occur strictly in compliance with the Digital Face Conversion specifications, the permit issued by the City, the permit to be issued by FDOT, and any and all applicable laws, codes, rules and regulations. CBS shall initiate construction of the Digital Face Conversion within one hundred and eighty (180) days of CBS's receipt of the latter of both 1) the City's issuance of a permit for same, and 2) the issuance of the FDOT permit and shall complete construction of the Digital Face Conversion within one hundred and eighty (180) days of the initiation of construction or such longer period of time as may be necessary as a result of a force majeure event. CBS shall notify the City in writing within five (5) days of its receipt of the FDOT permit referenced above. For purposes hereof, a "force majeure event" shall include any reason or unforeseen circumstances beyond CBS's reasonable control, including acts of God or public authorities, war and war measures (whether or not a formal declaration of war is in effect), civil unrest, fire, epidemics, floods, earthquakes, hurricanes or delays in transportation, delivery or supply.

9. Digital Face Conversion Construction and Performance Standards. CBS agrees that any Digital Face Conversion sign face and sign shall be constructed in accordance with the following construction requirements and performance standards:

(A) Two signs faces having dimensions of 672 square feet each, with copy area of 48 feet by 14 feet per face per specifications of Exhibit "B".

(B) The sign shall not exceed an overall height of 85 feet from site grade.

(C) The sign shall have a steel monopole support.

(D) The sign shall be constructed with at least a 10 foot front setback from Lee Road to comply with City and FDOT requirements for Lee Road.

(E) The overall structure height of the sign shall not exceed 85 feet above the crown of Lee Road.

(F) The sign may be internally or externally illuminated.

(G) The sign may be constructed, at CBS's option, utilizing either static sign faces, or digital/changeable message sign faces, or a combination thereof.

(H) The sign shall meet all FDOT outdoor advertising sign separation requirements.

(I) The minimum spacing between the sign and another billboard sign with faces visible from the same driving direction along the roadway shall comply with the requirements of

F.S.-479.07(9)(a)(1). The distance shall be measured from the nearest point of the sign as projected to the centerline of the roadway upon which the sign is intended to be viewed to the nearest point of the other sign as measured to its closest point as projected to the centerline along the same roadway.

(J) The digital/changeable message sign face shall not contain the following: (i) movement, or the appearance or optical illusion of movement, (ii) movement of any part of the sign structure, design, or pictorial segment of the sign, and (iii) the movement or the appearance of movement of any illumination or the flashing, scintillating or the varying of light intensity.

(K) The sign shall not be illuminated in such a manner so as to cause glare or to impair the vision of motorists or otherwise distract motorists so as to interfere with motorists' ability to safely operate their vehicles. The sign shall not be of such intensity or brilliance that it interferes with the effectiveness of an official traffic sign, device or signal. Otherwise, the sign shall comply with the lighting requirements of the State of Florida, including Ch. 479, Florida Statutes, and Rule 14-10, Florida Administrative Code, certain of which provisions currently prohibit moving light.

(L) Lighting levels from the digital/changeable message sign face will not exceed 0.3 foot candles over ambient levels, as measured using a foot candle meter at a pre-set distance of 250 feet from the base of the sign structure. The measurement of the brightness level shall be taken with the meter aimed directly at the billboard sign face from the applicable pre set distance. As limited by the above standards, the sign shall not be brighter than is necessary for clear and adequate visibility. At the time of sign permit application, CBS shall submit a certification to the Building Official that this standard has been satisfied. The digital/changeable message sign's operating system shall contain a light sensing device to adjust brightness as ambient light conditions change in order to insure that the message meets the brightness standards set forth in the preceding sentence.

(M) The digital/changeable message sign shall not scroll, contain copy that flashes or feature motion pictures.

(N) The "dwell time," defined as the interval of change between each individual message, shall be eight (8) seconds in duration; provided, however, CBS may program dwell times greater than eight (8) seconds in its sole discretion. The dwell time shall not include the time required to change a message.

(O) The sign face must change instantaneously and imperceptibly.

(P) The digital/changeable message sign shall have a default mechanism or setting that will cause the digital/changeable message sign face to turn off or freeze in one position at a brightness no brighter than normal operation if a malfunction or failure (meaning any unintended interruption in message sequencing) occurs.

(Q) No embellishments or cutouts may be utilized on the sign.

10. Certificate of Completion. A certificate of completion for use of the Digital Face(s) shall not be issued by the City until the City has confirmed that the Aloma and Fairbanks Trade Boards have been demolished and completely removed consistent with the terms of this Agreement. Said confirmation by the City shall not be unreasonably withheld, conditioned or delayed. Furthermore, under no circumstances shall advertising copy be installed on the Digital Face(s) or revenue otherwise received from the Digital Face(s) until after the City has confirmed in writing to CBS that the Aloma and Fairbanks Trade Boards have been demolished and completely removed consistent with the terms of this Agreement. Said written confirmation by the City shall not be unreasonably withheld, conditioned or delayed.

11. Indemnification. CBS agrees to release, indemnify and hold the City harmless from and against any and all claims, causes of action, damages, and liability, including attorneys' fees, experts' fees and costs, at trial and on appeal that may arise under this Agreement due to any negligent act or omission or intentional misconduct of CBS. Nothing herein shall inure to the benefit of any third party to allow a claim otherwise barred by sovereign immunity or other operation of law.

12. Default. A default by any party under this Agreement shall entitle the other party to all remedies available at law or in equity, which remedies shall include the right to injunctive relief and specific performance. In addition, as to any sign structure described in this Agreement, built, rebuilt or relocated without a permit, and in the event the sign structure is not removed within fifteen (15) days after notice to CBS, the City shall have the right to remove the sign structure. A rebuilt sign includes any destroyed sign which is reconstructed without a permit in violation of Code or this Agreement. The City, after fifteen (15) days notice to CBS, shall have the right to remove any unpermitted sign structure or sign face or any sign which remains in violation of this Agreement, and charge the cost of removal to CBS, and the charge shall become a lien on the Lee Road Property. In the event the City wrongfully removes signs in accordance with this paragraph, it shall be liable for damages for such wrongful removal. Such damage shall consist solely of the cost of re-erecting the removed sign, if not re-erected by the City, together with lost income for the sign. Such lost income shall be calculated by multiplying the number of days the sign is removed times the average daily rental for the sign's face or faces during the six (6) month period prior to the removal of the sign structure; however, in the event required permits are not issued to re-erect the wrongfully removed sign, this calculation shall not apply. In the event of any litigation regarding this Agreement or any matter contemplated herein, each party in such litigation shall be responsible for its own attorneys' fees and costs, whether incurred during negotiations, preparation, at trial, or upon appeal and shall not recover from the opposing party.

13. Consideration. The City and CBS affirm that the only consideration for executing this Agreement is that stated herein and that no other promise or agreement of any kind, oral or written, has been made to or with them by any person or entity.

14. Effect of This Agreement on Prior Agreements and Method of Amendment. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the parties, made with respect to the matters herein contained, and

when duly executed constitutes the entire Agreement between the parties. No additions, alterations or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

15. Laws of Florida to Govern Venue. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be Orange County, Florida.

16. Warranty of Authority to Execute Agreement. Each of the parties hereto has received all necessary approvals to enter into this Agreement and to perform their respective obligations hereunder. The person executing this Agreement on behalf of each party has the authority to bind the party to the terms and provisions of this Agreement.

17. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

18. Recording of Agreement. A copy of this Agreement may be recorded by either party, in the Public Records of Orange County, Florida, upon taking effect. CBS shall pay the cost of the recording.

19. Disclaimer of Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their successors, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right remedy or claim under or by reason of this Agreement or any conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns and no other person or entity shall have any rights of action hereunder.

20. Transfer. CBS agrees not to transfer or otherwise convey any ownership interest in any sign face or sign structure listed in this Agreement unless the transferee executes an agreement to be bound by the terms and conditions of this Agreement, which agreement shall be substantially in the same form as **Exhibit "C,"** ("Form Transfer Agreement") attached hereto and incorporated herein by reference.

21. Conflict with Laws. In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, shall prevail over the provisions in the Agreement, in that order.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

ATTEST:

Cindy Bonham, City Clerk

“CITY”
City of Winter Park, a municipality
State of Florida

By: _____
Kenneth W. Bradley

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ of _____, 20____, by Kenneth W. Bradley, as the Mayor of the CITY OF WINTER PARK, FLORIDA, on behalf of the City.

Notary Public .State of Florida at Large
Print Name: _____
My commission expires:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Winter
Park, Florida only.

_____ 2012

Assistant City Attorney
Winter Park, Florida

Signed in the presence of Two Witnesses:

CBS OUTDOOR, INC. a Delaware Corporation

Signature

By: _____

Print name: _____

Signature

Its: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

THE FOREGOING AGREEMENT was acknowledged before me this ____ day of _____ 2012, by _____ the _____, on behalf of CBS Outdoor, Inc., a Delaware corporation. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

Composite Exhibit "A"
[Photographs of Aloma Trade Board; Fairbanks Trade Board; Lee Rd. Trade Board]

4849-8589-5694.3_44728/0001 AWR

LEE RD TRADE REMOVAL - 3 FACES

ORLANDO - Orange

#48282Y

**NOTES:**

Production Material: Tri-Vision

Installation Cost: \$300.00

This location is illuminated.

Latitude: 28.605851 Longitude: -81.387169

Lee Rd, 8 ft W/O I-4; S/S / Facing W - 14'X48' - Trivision**EOI (Eyes On Impressions/wk): 161,566 / DEC: 36.06**

High traveled surface street connecting local commuters to I-4 from the Winter Park area. Lee Road and Edgewater Drive. Home Depot and Everest University can be found near by. Many shopping centers, restaurants, convent stores and local businesses in the area.


<http://mapfind.cbsoutdoor.com/photosheet.ashx?m=OL&s=048282YO&f=>

10/17/2011

FAIRBANKS TRADE REMOVAL - 1 FACE

ORLANDO - Orange

#170W-A



NOTES:

Production Material: Black Backed Vinyl
 Installation Cost: \$300.00
 This location is illuminated.
 Latitude: 28.592925 Longitude: -81.378736

**Fairbanks Ave, 700 ft E/O I-4; S/S / Facing W - 14'X48' - Bulletin
 EOI (Eyes On Impressions/wk): 105,178 / DEC: 30.05**

Great board on bustling Fairbanks Avenue! Target residents & commuters heading from affluent downtown Winter Park. Fairbanks is one of the exits off of Interstate 4 leading to the upscale bedroom community of Winter Park. Near many shops, boutiques, restaurants and local businesses.



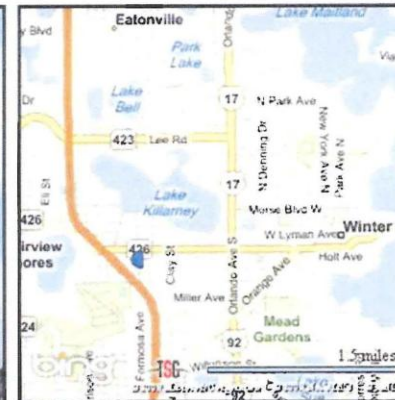
2699 Lee Rd. Suite 230 • Winter Park • FL • 32789 • (407) 975-0202 • WWW.CBSOUTDOOR.COM



FAIRBANKS TRADE REMOVAL - 1 FACE

ORLANDO - Orange

#10170E



NOTES:

Production Material: Black Backed Vinyl
 Installation Cost: \$300.00
 This location is illuminated.
 Latitude: 28.592925 Longitude: -81.378736

Fairbanks Ave, 700 ft E/O I-4; S/S / Facing E - 14'X48' - Bulletin
EOI (Eyes On Impressions/wk): 103,074 / DEC: 30.05

Great board on bustling Fairbanks Avenue! Target residents & commuters heading from affluent downtown Winter Park. Fairbanks is one of the exits off of Interstate 4 leading to the upscale bedroom community of Winter Park. Near many shops, boutiques, restaurants and local businesses.



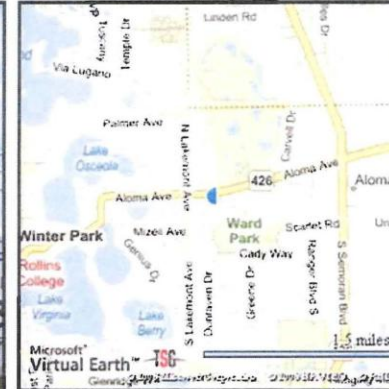
2699 Lee Rd. Suite 230 • Winter Park • FL • 32789 • (407) 975-0202 • WWW.CBSOUTDOOR.COM



ALOMA TRADE REMOVAL - 3 FACES

ORLANDO - Orange

#177E-A



NOTES:

Production Material: Tri-Vision

Installation Cost: \$300.00

This location is illuminated.

Latitude: 28.600244 Longitude: -81.324819

Aloma Ave, .20 mi E/O Lakemont Ave; S/S / Facing E - 14'X48' - Trivision
EOI (Eyes On Impressions/wk): 97,094 / DEC: 39.63

Heavy traffic surface highway for commuter traffic traveling around upscale Winter Park community. Near restaurants, shopping, and residential as well as traffic heading around Park Avenue shopping / dining district, Rollins College, and Florida Hospital Winter Park.



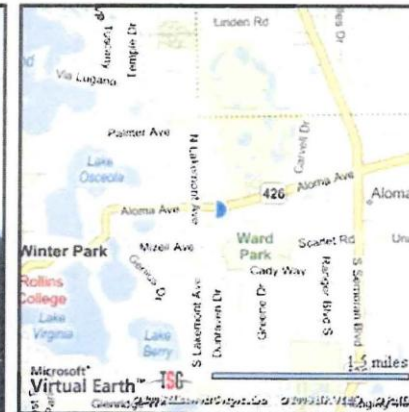
2699 Lee Rd. Suite 230 • Winter Park • FL • 32789 • (407) 975-0202 • WWW.CBSOUTDOOR.COM



ALOMA TRADE REMOVAL - IFACE

ORLANDO - Orange

#10177W



NOTES:

Production Material: Black Backed Vinyl
 Installation Cost: \$300.00
 This location is illuminated.
 Latitude: 28.600244 Longitude: -81.324819

**Aloma Ave, .20 mi E/O Lakemont Ave; S/S / Facing W - 14'X48' - Bulletin
 EOI (Eyes On Impressions/wk): 177,543 / DEC: 39.63**

Heavy traffic surface highway for commuter traffic traveling around upscale Winter Park community. Near restaurants, shopping, and residential as well as traffic heading around Park Avenue shopping / dining district, Rollins College, and Florida Hospital Winter Park.



2699 Lee Rd. Suite 230 • Winter Park • FL • 32789 • (407) 975-0202 • WWW.CBSOUTDOOR.COM



Exhibit "B"
[Replacement Board Legal Description, Static and Digital Specifications and Location]

4849-8589-5694.3_44728/0001 AWR

SHEET 1 OF 2

SKETCH OF DESCRIPTION FOR CBS OUTDOOR

10' X 10' EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AND RUN SOUTH 03°41'31" WEST ALONG THE 1/4 SECTION LINE 2,145.98 FEET; THENCE NORTH 89°51'59" WEST 140.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 1004.93 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°27'43" A DISTANCE OF 639.52 FEET; THENCE SOUTH 36°35'44" WEST 30.00 FEET; SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 438; THENCE FROM A TANGENT BEARING OF SOUTH 53°24'16" EAST RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1034.93 FEET AND AN INTERSECTION ANGLE OF 03°10'29", A DISTANCE OF 57.35 FEET; THENCE SOUTH 56°34'45" EAST 50.04 FEET TO THE LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 4; THENCE SOUTH 08°09'43" EAST ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 9.21 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY RUN S81°50'17"W, A DISTANCE OF 28.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S81°50'17"W, A DISTANCE OF 10.00 FEET; THENCE S08°09'43"E, A DISTANCE OF 10.00 FEET; THENCE N81°50'17"E, A DISTANCE OF 10.00 FEET; THENCE N08°09'43"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH
THIS IS NOT A BOUNDARY SURVEY

REVISED: 6/29/11

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO:
CBS OUTDOOR

BEARINGS ARE BASED ON THE OVERALL PARCEL DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 6930, PAGE 2977, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LEGAL DESCRIPTION WAS WRITTEN BY THIS SURVEYOR AT CLIENTS REQUEST.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

MICHAEL W. SOUTRO, PSM #4458
FOR THE FIRM OF ALTAMONTE SURVEYING AND PLATTING, INC. #LB 6300

REVIEWED BY: MWS
DRAWN BY: LJG
DATE: 5/17/11
JOB No.: 28131
REVISED:

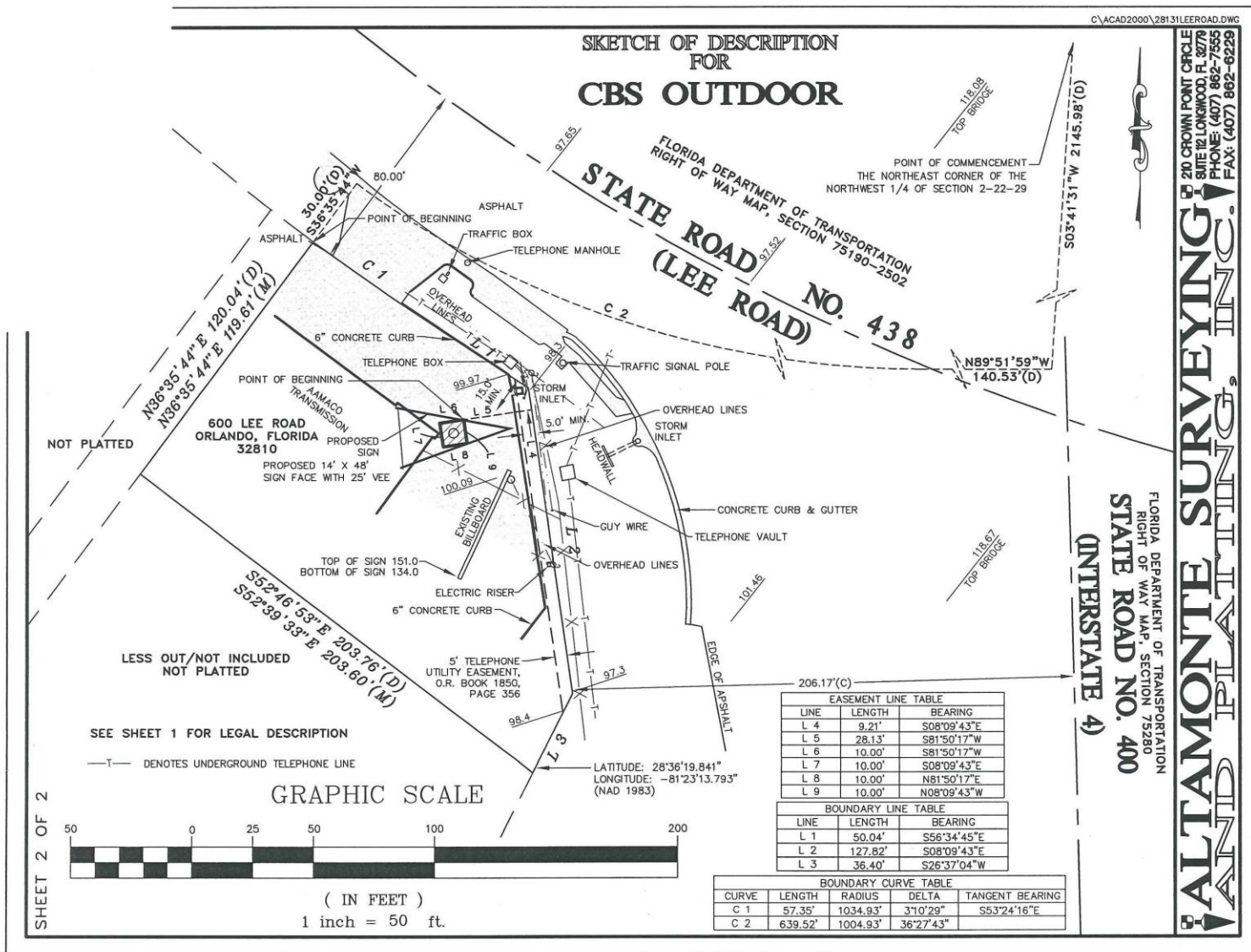
LEGEND

- = RECOVERED 4"x4" CONCRETE MONUMENT NO#
- ▲ = RECOVERED NAIL & DISK #
- X = RECOVERED X CUT IN CONCRETE
- ⊙ = RECOVERED 1/2" IRON ROD #
- = RECOVERED 1/2" IRON ROD NO #
- ⊕ = RECOVERED 5/8" IRON ROD NO #
- ⊗ = SET 1/2" IRON ROD #LB 6300
- ⊖ = POWER POLE AS SHOWN
- = WOOD FENCE AS SHOWN
- X— = CHAIN LINK FENCE AS SHOWN
- ▣ = CONCRETE SLAB AS SHOWN

D = CENTRAL ANGLE (DELTA), L = ARC, R = RADIUS, R/W = RIGHT OF WAY, A/C = AIR CONDITIONER, (R) = RADIAL, (NR) = NON-RADIAL, (P) = PLAT, (M) = MEASURED, (C) CALCULATED, (D) = DEED, POB = POINT OF BEGINNING, CONC. = CONCRETE, POC = POINT OF COMMENCEMENT, POL = POINT ON LINE

THIS SKETCH IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SKETCH. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAYS AND/OR EASEMENTS OF PUBLIC RECORD.

ALTAMONTE SURVEYING AND PLATTING, INC. 210 CROWN POINT CIRCLE SUITE 112 LONGWOOD, FL 32779
PHONE: (407) 862-7555 FAX: (407) 862-6229



SHEET 1 OF 2

SKETCH OF DESCRIPTION FOR CBS OUTDOOR

AIR RIGHTS

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AND RUN SOUTH 03°41'31" WEST ALONG THE 1/4 SECTION LINE 2,145.98 FEET; THENCE NORTH 89°51'59" WEST 140.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 1004.93 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°27'43" A DISTANCE OF 639.52 FEET; THENCE SOUTH 36°35'44" WEST 30.00 FEET, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 438; THENCE FROM A TANGENT BEARING OF SOUTH 53°24'16" EAST RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1034.93 FEET AND AN INTERSECTION ANGLE OF 03°10'29", A DISTANCE OF 57.35 FEET; THENCE SOUTH 56°34'45" EAST 50.04 FEET TO THE LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 4; THENCE SOUTH 08°09'43" EAST ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 8.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S08°09'24"E, ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 15.34 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY RUN S70°04'56"W, A DISTANCE OF 68.03 FEET; THENCE N04°49'23"W, A DISTANCE OF 50.51 FEET; THENCE S79°43'42"E, A DISTANCE OF 67.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,155 SQUARE FEET, MORE OR LESS.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO:
CBS OUTDOOR

BEARINGS ARE BASED ON THE OVERALL PARCEL DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 6930, PAGE 2977, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LEGAL DESCRIPTION WAS WRITTEN BY THIS SURVEYOR AT CLIENTS REQUEST.

SEE SHEET 2 FOR SKETCH
THIS IS NOT A BOUNDARY SURVEY

REVISED: 6/29/11

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

MICHAEL W. SOLITRO, PSM #4458
FOR THE FIRM OF ALTAMONTE SURVEYING
AND PLATTING, INC. #LB 6300

REVIEWED BY: MWS

DRAWN BY: LJG

DATE: 5/17/11

JOB No.: 28131

REVISED: 6/21/11

LEGEND

- = RECOVERED 4"x4" CONCRETE MONUMENT NO#
- ▲ = RECOVERED NAIL & DISK #
- ✕ = RECOVERED X CUT IN CONCRETE
- ⊙ = RECOVERED 1/2" IRON ROD #
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R/W = RIGHT OF WAY, A/C = AIR CONDITIONER,
(R) = RADIAL, (NR) = NON-RADIAL, (P) = PLAT,
(M) = MEASURED, (C) = CALCULATED, (D) = DEED,
POB = POINT OF BEGINNING, CONC. = CONCRETE,
POC = POINT OF COMMENCEMENT, POL = POINT ON
LINE

THIS SKETCH IS CERTIFIED TO AND PREPARED FOR THE
SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR
INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY
ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS
WERE NOT LOCATED AS PART OF THIS SKETCH. LAND
SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF
WAYS AND/OR EASEMENTS OF PUBLIC RECORD.

ALTAMONTE SURVEYING AND PLATTING, INC. 210 CROWN POINT CIRCLE
SUITE 112 LONGWOOD, FL 32779
PHONE: (407) 862-7555
FAX: (407) 862-6229

C:\ACAD2000\28131\LEEROAD.DWG

SKETCH OF DESCRIPTION FOR CBS OUTDOOR

FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP, SECTION 75190-2502

POINT OF COMMENCEMENT
THE NORTHEAST CORNER OF THE
NORTHWEST 1/4 OF SECTION 2-22-29

STATE ROAD
(LEE ROAD) NO. 438

118.09
TOP BRIDGE
S03°41'31"W 2145.98'(D)

118.67
TOP BRIDGE

(INTERSTATE 4)

FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP, SECTION 75280
STATE ROAD NO. 400

ALAMONTE SURVEYING AND PLATTING, INC.
210 CROWN POINT CIRCLE
SUITE 112 LONGWOOD, FL 32779
PHONE: (407) 862-7555
FAX: (407) 862-6229

NOT PLATTED

600 LEE ROAD
ORLANDO, FLORIDA
32810

PROPOSED 14' X 48'
SIGN FACE WITH 25' VEE

LESS OUT/NOT INCLUDED
NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
—T— DENOTES UNDERGROUND TELEPHONE LINE

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

LATITUDE: 28°36'19.841"
LONGITUDE: -81°23'13.793"
(NAD 1983)

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L 10	8.34'	S08°09'43"E
L 11	15.34'	S08°09'43"E
L 12	68.03'	S70°04'56"W
L 13	50.51'	N04°49'23"W
L 14	67.11'	S79°43'42"E

BOUNDARY LINE TABLE		
LINE	LENGTH	BEARING
L 1	50.04'	S56°34'45"E
L 2	127.82'	S08°09'43"E
L 3	36.40'	S26°37'04"W

BOUNDARY CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT BEARING
C 1	57.35'	1034.93'	3°10'29"	S53°24'16"E
C 2	639.52'	1004.93'	36°27'43"	

SHEET 2 OF 2

SKETCH OF DESCRIPTION FOR CBS OUTDOOR

A PORTION OF LAND IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AND RUN S03°41'31"W ALONG THE 1/4 SECTION LINE 2,145.98 FEET; THENCE N89°51'59"W 140.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 1004.93 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°27'43" A DISTANCE OF 639.52 FEET; THENCE S36°35'44"W 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 438 AND THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393 THE FOLLOWING 2 COURSES; FROM A TANGENT BEARING OF S53°24'16"E RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1034.93 FEET AND AN INTERSECTION ANGLE OF 03°10'29", A DISTANCE OF 57.35 FEET; THENCE S56°34'45"E 50.04 FEET TO THE WEST LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 400; THENCE S73°50'24"E, A DISTANCE OF 476.70 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10101, PAGE 752, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE EAST LIMITED ACCESS RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 400; THENCE S47°23'13"W, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 10101, PAGE 752 AND SAID EAST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 400, A DISTANCE OF 42.85 FEET TO THE SOUTHERLY MOST CORNER THEREOF, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9732, PAGE 749, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S03°41'27"W, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9732, PAGE 749 AND EAST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 400, A DISTANCE OF 139.46 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE DEPARTING THE EAST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 400, RUN N71°07'41"W, A DISTANCE OF 439.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393 AND THE WEST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 400; THENCE N52°50'03"W, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393, A DISTANCE OF 203.55 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393; THENCE N36°35'44"E, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

O.R.B. DENOTES OFFICIAL RECORDS BOOK AND PAGE AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST AS BEING S03°41'31"W, PER LEGAL DESCRIPTION OF PARCEL 1 SHOWN ABOVE.

SEE SHEET 3 FOR SKETCH

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION ON SHEET 1 OF 3 HAS BEEN PROVIDED BY CLIENT.

LEGAL DESCRIPTION ON SHEET 2 OF 2 WAS WRITTEN BY THIS SURVEYOR AT CLIENTS REQUEST.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

MICHAEL W. SOLITRO, PSM #4458
FOR THE FIRM OF ALTAMONTE SURVEYING
AND PLATTING, INC. #LB 6300

REVIEWED BY: MWS
DRAWN BY: LJJ
DATE: 11/17/11
JOB No.: 28131
REVISED:

LEGEND

- = RECOVERED 4"x4" CONCRETE MONUMENT NO#
- ▲ = RECOVERED NAIL & DISK #
- X = RECOVERED X CUT IN CONCRETE
- ⊙ = RECOVERED 1/2" IRON ROD #
- = RECOVERED 1/2" IRON ROD NO #
- ⊗ = RECOVERED 5/8" IRON ROD NO #
- = SET 1/2" IRON ROD #LB 6300
- ⊕ = POWER POLE AS SHOWN
- = WOOD FENCE AS SHOWN
- X- = CHAIN LINK FENCE AS SHOWN
- ▣ = CONCRETE SLAB AS SHOWN

D = CENTRAL ANGLE (DELTA), L = ARC, R = RADIUS,
R/W = RIGHT OF WAY, A/C = AIR CONDITIONER,
(R) = RADIAL, (NR) = NON-RADIAL, (P) = PLAT,
(M) = MEASURED, (C) CALCULATED, (D) = DEED,
POB = POINT OF BEGINNING, CONC. = CONCRETE,
POC = POINT OF COMMENCEMENT, POL = POINT ON
LINE

THIS SKETCH IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SKETCH. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAYS AND/OR EASEMENTS OF PUBLIC RECORD.

ALTAMONTE SURVEYING AND PLATTING, INC. 210 CROWN POINT CIRCLE
SUITE 112 LONGWOOD, FL 32779
PHONE: (407) 862-7555
FAX: (407) 862-6229

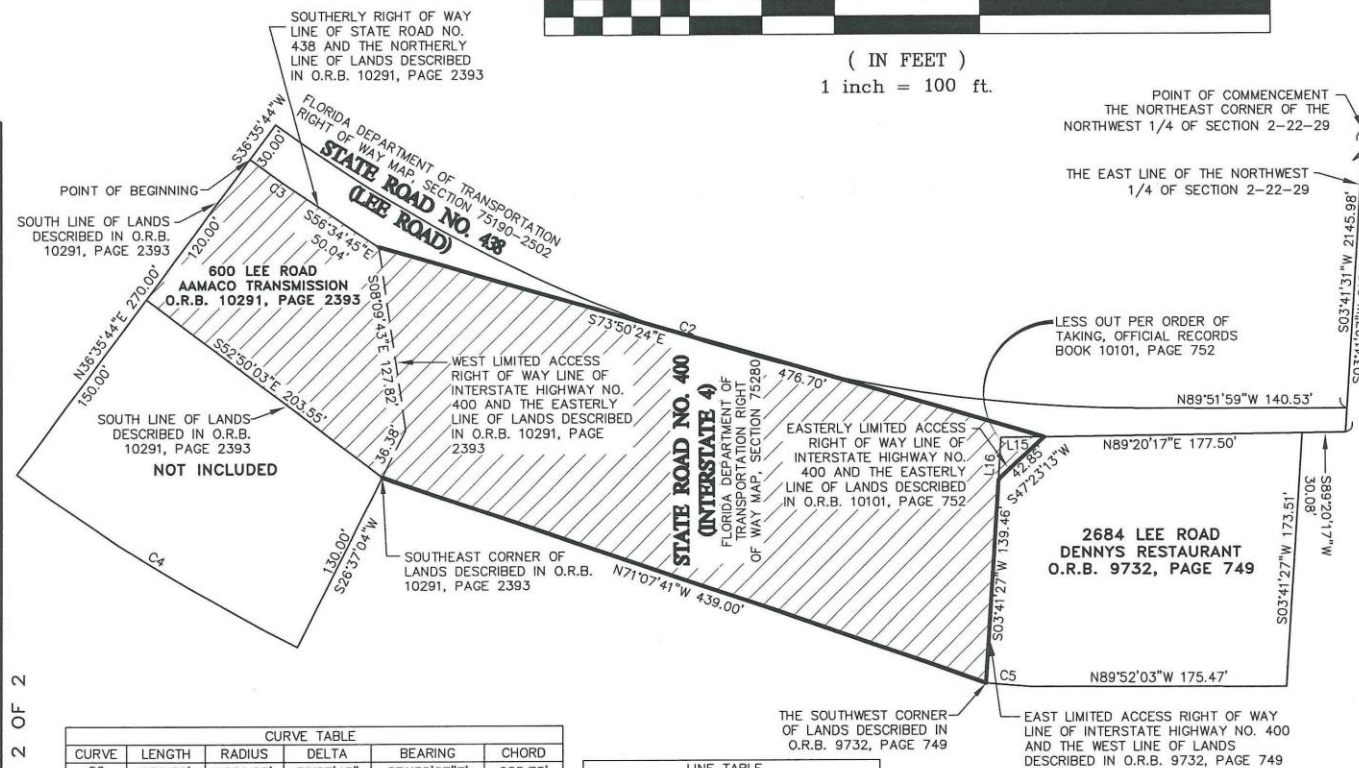
C:\ACAD2000\28131\LEEROAD.DWG

SKETCH OF DESCRIPTION FOR CBS OUTDOOR

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



SHEET 2 OF 2

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C2	639.52'	1004.93'	36°27'43"	S71°38'07"E	628.78'
C3	57.34'	1034.93'	3°10'29"	S54°59'30"E	57.34'
C4	227.25'	1304.93'	9°58'40"	S58°23'36"E	226.96'
C5	31.47'	1197.05'	1°30'22"	S85°26'12"E	31.47'

LINE TABLE		
LINE	LENGTH	BEARING
L 1	29.69'	S89°20'17"W
L 2	28.73'	N03°41'27"E

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
THIS IS NOT A BOUNDARY SURVEY

ALTAMONTE SURVEYING AND PLATTING, INC.
210 CROWN POINT CIRCLE
SUITE 12 LONGWOOD, FL 32778
PHONE: (407) 862-7555
FAX: (407) 862-6229



- **This feature is important at dusk and dawn, cloudy and raining days, north vs. south facing displays, etc.**

+ Safety Studies - Traffic Safety - Tantara Study

- **Tantara is a traffic consulting engineering company based in Philadelphia.**
- **Study findings- Studied accident records for 18 months before and after Digital Displays were installed**
- **Study concluded that Digital Displays have no statistical relationship with the occurrence of accidents**

+ Digital Benefits

- **Advertisers can change their messages electronically**
- **No need to send sign hangers to install copy, no pollution from crane trucks**
- **Ability to post National Disasters (similar to the bridge collapse in Minneapolis)**
- **Advanced technology consistent with our changing times**

EXHIBIT "C"
[Form of Transfer Agreement]

AGREEMENT OF TRANSFeree

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

1. Transferee acknowledges that _____
[CBS Outdoor, Inc. or identity of CBS successor in interest who owns the structure(s) at the time
of this agreement of Transferee] is transferring one or more billboard structures to Transferee as
reflected in Exhibit _____.

2. Transferee acknowledges that CBS Outdoor, Inc., and the City of Winter Park
have entered into an Agreement dated as of _____, (copy attached) and recorded in
O.R. Book _____, Page _____, Public Records of Orange County, Florida, which governs the
billboard structure(s) and accompanying sign face(s). Transferee acknowledges having received
a copy of said Agreement and understands all of the terms, provisions, conditions, and
limitations of that Agreement.

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

(print name)

EXHIBIT “D”
[Application]



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 27, 2012
prepared by department division	Peter Moore Economic Development/CRA	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	PAATF	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

subject

One-Way Valet Parking in Downtown

motion | recommendation

Recommend the Commission approve providing ten additional public spaces in the municipal lot for valet parking and direct the City staff to designate the parking spaces on the north side of New England Ave, west of the bump-out, for valet ramping only.

background

One-Way Valet has operated valet services in the downtown for almost 7 years, and minutes indicate that in 2003 the City Commission approved valet service on New England Ave. and provided public parking spaces for the storage of vehicles in the municipal lot behind Central Park. The valet service was established as a method to alleviate parking confusion and provide a convenience to visitors and residents. The city has long been a partner in the valet program and has subsidized operations of the program from both the general fund and CRA.

Presently, One-Way Valet operates a single valet stand at the SW corner of New England and Park Ave utilizing the commercial loading zone area that stretches along the eastbound side of the street near Tunis'. The zone is designated for commercial use only during the day and then becomes public parking after 5pm. In addition there are 10 spaces reserved in the municipal lot for parking of valet cars, though minutes indicate that up to 50 spaces were discussed at one time (minutes excerpts attached).

In January 2012, city staff received a letter (attached) from One-Way Valet and met with members of the company, the Park Plaza Gardens restaurant, the Chamber of Commerce and nearby property owners. As Park Ave has greatly improved over the last two years, including substantial drops in the vacancy rate and turnover of businesses, the demand for valet has increased substantially. One-Way parks an average of 40-60 vehicles per day and they indicate that the 10 spaces provided in the municipal lot are insufficient for demand. After 5pm, the company has to struggle with maintaining their ramping area free of cars when the commercial zone becomes public parking at 5pm. In meeting with the representatives of the company and restaurant, they asked that the City add 10 spaces to those reserved in the municipal lot and allow them to move their valet ramping services to the north side of New England Ave. in the westbound lane, near the RR tracks.

Public Works and CRA Staff have met on the issue and developed the following recommendations:

- 1) Approve the additional 10 spaces on a trial basis and monitor demand. Past minutes seem to indicate that more spaces were originally intended and staff can monitor the expanded spaces to make sure that they remain full during operating hours. Additionally, depending upon the layout of the spaces, One-Way Valet may be able to make better use of the 20 spaces by stacking the cars, thereby increasing yield.
- 2) Move the ramping location to the north side of New England, westbound lane, and designate the existing parking spaces near the tracks as exclusive for valet only (on map). This would solve the conflicts of dealing with commercial loading traffic but may feel like a greater taking of public parking areas as those spaces are currently available all day for public use vs. the loading zone which is only public after 5pm. However this would not require a U-turn for the majority of customers as most of the users of valet travel westbound on New England Ave.
- 3) Require that the valet service remains free to all customers of any business.
- 4) Verify that all appropriate insurance and licensing is recorded with the city.
- 5) Encourage One-Way Valet and the restaurant to continue to search out private lot agreements that would provide them additional storage space for vehicles.

The Park Avenue Area Task Force (PAATF) reviewed this item at their meeting on January 24, 2012 meeting and recommended moving forward with these recommendations as well as recommending that the Commission consider standardizing valet services in the downtown area.

alternatives | other considerations

Maintain valet ramping on the south side of New England Avenue but designate that the commercial loading zone will become "Valet Use Only" after 5 p.m. Currently this space is used as public parking. This option does not resolve the open parking space concerns, but would provide a longer ramping area for stacking of cars with no risk for traffic backing into the intersection. It would require a U-turn for the majority of traffic as most customers drive up Park Avenue and turn into New England Avenue.

An additional option is to use the existing loading zone in front of the hotel for valet use. Staff has concerns with the likelihood of vehicles stacking into the intersection at peak times to drop off and pick up vehicles and would recommend against this alternative.

fiscal impact

None to the city. The valet services agreement is executed between the Park Plaza Gardens restaurant, Chamber of Commerce, and One-Way Valet.

c) Park Plaza Gardens valet parking.

Economic Development Director Chip Weston introduced this item and explained the request from Park Plaza Gardens for valet parking services on New England Avenue and to use 50 parking spaces in Municipal Lot A (south lot on Morse and New York) from 5:30 p.m.-11:00 p.m., Thursday-Saturday. Various questions were asked by the Commission. Attorney Rubio suggested that an agreement be made to include staff's recommendations and any other issues the Commission may want to be consider, i.e., hours of operation, duration, termination, indemnification clause, etc. Mr. Weston addressed the importance of this agreement.

Applicant Mary Demetri, 1231 Mayfield Avenue, stated they are willing to underwrite the costs necessary to get valet parking started for the use of all vendors on Park Avenue. She spoke about expanding the hours to the day time if valet parking is well received. Ms. Demetri answered questions of the Commission regarding the 50 spaces and hours. Discussion ensued regarding their request to allow non-alcoholic beverages and food to be consumed while waiting for their vehicle and to provide tables and chairs at the valet service area. Assistant Planning Director Alberto Vargas addressed the permitting process and the details that will be worked out at that time with the cafe tables and chairs and their placement and also the canopy that will be installed at the site.

Mayor Marchman questioned whether the improvements should be in place before valet parking begins or wait until a trial period is completed to determine if the valet parking is successful. They agreed to a 90 day trial period.

Sissy Spang, Park Plaza Hotel, expressed concerns with the noise that may occur at the site and the disturbance to her hotel guests.

Joe Terranova, 700 Melrose Avenue, agreed that a 90 day trial period for the valet parking was a good idea and commented about the plans already approved for the park that includes the removal of the parking lot sometime in the future.

Motion made by Commissioner Storer to approve the request for valet parking for a 90 day trial period, with no outdoor dining areas at this time and including staff recommendations as listed; to monitor it to see how it is working with adjacent businesses to determine if this is a benefit or deterrent; and to see how it works with the public lot. Seconded by Commissioner DeVane.

Mayor Marchman asked that staff and the applicant review this during the trial period and to work hard on the details and toward an agreement as to the improvements and when they will be in place and whether or not the ability exists to sell beverages at this site. It was clarified that the noise ordinance will remain in effect during the 90 day period. **Motion carried unanimously with a 4-0 vote.**

MINUTES FROM JANUARY 26, 2004

a) Valet Parking on New England Avenue for Plaza Gardens.

City Manager Williams addressed the previous proposal for the Park Plaza Gardens restaurant to provide capital improvements in conjunction with their business and valet parking. He reported on the 90 day trial period that has passed and the applicant's request to approve this on a more permanent basis. Economic and Cultural Development Director Chip Weston indicated that the trial period for the valet parking has been successful and that the owner is asking for the valet program to be expanded indefinitely. He commented in return the owner will expend large funds to construct a new entranceway across the street from the rose garden which will significantly enhance the area.

Attorney McCaghren reminded the Commission that they are committing to the use of parking spaces on a public lot and that this would not be a permanent extension that commits those spaces indefinitely. The property owner indicated that they would like the valet parking approved indefinitely but that they are not asking the City to commit the parking spaces being proposed for use at this time. He stated if the parking spaces are no longer available for use that they would be responsible to obtain other parking spaces. Upon discussion, **a motion was made by Commissioner Eckbert to indefinitely extend the valet parking with the addition of the City's ability to provide a 90 day termination notice and that the City will construct the W. Park Avenue/Municipal Lot A curb cut to be reimbursed by Park Plaza Gardens to the City, seconded by Commissioner Metcalf and carried unanimously.**

Commissioner Metcalf sought clarification regarding the phasing issue. Mr. Martin noted that a final design is not being selected at this point and the only decision under consideration is to select a partner to move forward with. He explained why the Pizzuti team is the best team for the City. Mr. Martin continued that staff is asking for the Commission to approve the rank as proposed and recommended by the City Hall Committee. Additionally, he asked to move forward with a work shop to establish a continuing process to finalize a design and secure the public/private finance plan. Mayor Marchman was amenable to a work shop to discuss a plan and a process and to receive citizen input.

Joe Terranova, 790 Melrose Avenue, expressed his concern with selecting the second bidder if staff is unable to arrive at a satisfactory arrangement with the first bidder. He asked the Commission to consider starting the process over if this happens.

George Herbst, 1742 Temple Drive, as a member of the selection committee, spoke of the two proposals received.

Commissioner DeVane expressed her concern with the financial assumptions made in both of the proposals.

Motion made by Commissioner Metcalf to rank the developers as recommended by staff, seconded by Commissioner Devane. The motion carried unanimously.

Oath of Office

Former Mayor Dan Hunter administered the oaths of office to re-elected Commissioners John Eckbert and Douglas Metcalf. Both Commissioners provided speeches thanking their supporters which are made part of the record. A 30 minute recess was taken for the reception after the swearing in.

d) Park Avenue parking update.

Economic Development Director Chip Weston provided a power point presentation regarding the current conditions and suggestions for the parking situation on Park Avenue. He said staff recommends implementing a comprehensive valet parking program for all of Park Avenue. Mr. Weston explained that the program would operate from approximately 8:30 am until 11:00 pm from Monday to Saturday and from noon to 10 pm on Sunday. He commented that the flexible program can move as needed depending on parking displacement and demand. He elaborated that a comprehensive valet program also supports the existing parking deficits articulated in the Glatting Jackson parking study. Mr. Weston stated Park Avenue employees, who now park on the Avenue, will be encouraged to utilize this free valet program. Lastly, Mr. Weston said staff suggests that funding for this program come from a partnership between the CRA, developers who displace parking, and merchants who benefit from this program.

Commissioner Eckbert inquired into the percentage of Park Avenue employees versus the number of customers that would use the valet parking program. Mr. Weston spoke of the Glatting Jackson study that was performed. He said the program will provide alternate parking for the employees that work on Saturdays and when parking restrictions are not enforced. Commissioner DeVane expressed her concern with co-mingling the problems of the displaced parking created by the downtown construction, and the parking that is needed to accommodate the construction workers.

She asked staff to consider the parking at St. Margaret Mary Catholic Church for shoppers and offer valet service as long/short term solutions. She said the developer should pay for displaced parking. Commissioner Metcalf said valet parking seems to be the only solution. Mayor Marchman expressed that valet parking needs to be considered as part of the equation, but noted his concern with how it will be utilized. Commissioner Metcalf suggested that staff work with the Chamber of Commerce to devise a plan for the Commission to review. Consensus was to move forward with staff recommendation 'G'.

Park Avenue merchant Brian Wettstein commented on the need to address and devise a short term solution. He spoke in support of a valet parking program.

Park Avenue merchant Carolyn Luce spoke of the need to address the parking issue that exists on the north end of Park Avenue.

Chamber of Commerce Representative Bill Walker spoke of the complexity of this problem and that the Chamber intends to devise a solution to the problem.

Chamber of Commerce Representative Sam Starke stated that the recommended parking valet program is a solution to the problem.

Mayor Marchman asked that each item recommended be discussed separately and asked for additional public comments. The list of recommendations are made part of these minutes.

Joe Terranova, 700 Melrose Avenue, expressed his support of the recommendations from the Economic Development Advisory Board.

City Attorney McCaghren spoke of the legalities involved with establishing a parking assessment. Commissioner DeVane expressed her concern with this recommendation.

Consensus was to consider the following items: A,B,C, D, G, H, and I. Additional discussion ensued regarding items E, and F. Although not accepted, it was discussed to factor in a portion of the Blake lot in any final plan proposed. Commissioner DeVane asked that staff review occupancy rates of all the privately owned public parking places within the Central Business District and to use New York Avenue and Interlachen as the boundary. Consensus was also to accept the resolution from the Economic Development Advisory Board.

e) Update on the proposal to establish a new Community Redevelopment Area for the Home Acres neighborhood.

Planner Briggs provided an update on the status of this matter. He explained the restraint on the City's Charter that restricts the ability of the Commission to condemn property and incur debt without a voter referendum. He spoke of the reluctance from Orange County in promoting a CRA that is tied into a single developer. Mr. Briggs noted that Orange County stated the City would have to agree and move forward with the annexation process. He said staff is prepared to move forward with the annexation process once the proposed interlocal annexation agreement is approved. He said the agreement will enable the City to annex all the properties in the area. Mr. Briggs explained the provision in Florida Statute that allows the County to give the City the ability to annex the areas without a referendum. He continued that the entire area including acreage and population does not exceed the 1% thresholds on population or land area that were established by ordinance.

CITY MANAGER'S REPORT

DATE: March 28, 2005

SUBJECT: Park Avenue Parking Update

Park Avenue merchants have asked staff to address the potential disruptions to public parking caused by new central business district developments.

The Economic Development Advisory board has made the following recommendation: March 16, 2005

Resolution from the Economic Development Advisory Board for the Winter Park City Commission

The developer of any Central Business District project that displaces public parking shall bare the burden and/or cost of providing temporary parking during the time the public parking is displaced at a ratio of one to one.

STAFF RECOMMENDATION:

Staff recommends implementing a comprehensive valet parking program for all of Park Avenue. This program would operate from approximately 8:30 am until 11:00 pm from Monday to Saturday and from noon to 10 pm on Sunday. This flexible program can move, as needed depending on parking displacement and demand. A comprehensive valet program also supports the existing parking deficits articulated in the Glatting Jackson parking study. Park Ave. employees, who now park on the Avenue, would be encouraged to utilize this free valet program. Staff suggests that funding for this program come from a partnership between the CRA, developers who displace parking and merchants who benefit from this program.

CRA funding requires approval from the CRA Advisory Board.

THIS ITEM HAS BEEN DISCUSSED WITH/REVIEWED BY OTHER DEPTS. AS FOLLOWS:

<input type="checkbox"/> Finance	<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Public Relations
<input type="checkbox"/> Fire	<input type="checkbox"/> Planning Dept.	<input type="checkbox"/> Public Works
<input type="checkbox"/> MIS	<input type="checkbox"/> Police	<input type="checkbox"/> Purchasing
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Risk Mgmt.	

To whom it may concern,

One Way Valet has been operating a complimentary valet parking service for the patrons of Park Avenue since 2005, to date. Our goal has been to offer customers of *any* Park Avenue venue an opportunity for convenience and class while parking their vehicle. Through the years we have seen the area flourish and the parking become an increasing issue. The usage of the valet service has continued to increase and our numbers grow gradually year after year. With the increase in use we have experienced an elevated need for change and adaptation to accommodate the growth.

The Numbers:

Average vehicles parked daily: 40-60. Busiest days as many as 80-100.
Our assigned parking spaces - 10(valet can maximize to 150%-200% more usage per space) overflow being farmers market and empty street spaces when available.

The Staging area:

Loading Zone on the south corner of New England adjacent to Park Ave. This lane is often blocked by delivery trucks and also requires a U-turn for all west-bound vehicles wanting to use the valet service.

The demand for the valet service speaks for itself concerning it's value and necessity. The tools, though sufficient for past years are proving in-sufficient for the demand we have seen recently. In order to continue the forward momentum and serve the patrons of Winter Park's Park Avenue we will need to have additional Staging area and allotted parking.

For your consideration,

Jesse Dennen
Director of Operations
One Way Valet
321-274-3437



Proposed Valet Ramping Area

Existing Valet Ramping Area



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 27, 2012
prepared by	David Zusi	approved by	<input checked="" type="checkbox"/> City Manager
department	Water & Wastewater Utilities		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N/A
board approval	Utility Advisory Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5:1 final vote

subject

Water, Wastewater, and Reclaimed Water Rate Study

motion | recommendation

Recommend City Commission approve the recommended rate adjustments in accordance with the comprehensive Water, Wastewater, and Reclaimed Water Rate Study conducted by CDM Smith, Inc., and summarized in the Executive Summary attached.

background

The last rate study for the City of Winter Park was completed 10 years ago. Since that time we have seen a regional push towards surface water Alternate Water Source (AWS) projects as a future source of drinking water, increased water conservation initiatives, and restrictions to the allowable irrigation schedules from the SJRWMD. The AWS projects result in extremely expensive water, conservatively estimated to cost between \$5.20 and \$7.48/1000 gallon. This compares to less than \$2.00/1000 gallon for expanding our existing reclaimed water system.

The rate study has been structured to send a strong conservation signal (while accounting for elasticity due to conservation); accurately apportion the water, wastewater and reclaimed water revenues to the correct cost center; and, fund future capital projects including expansion of reclaimed water. The rate structure is designed to minimal impact on the small user, while having increasing impact on high volume users.

alternatives | other considerations

Another alternative discussed in preparation of the study was an across-the-board increase for each of the existing rate blocks. This approach can yield a comparable number to the detailed approach we took, but will not target the very high users, and does not correct some minor discrepancies between the water and wastewater cost centers. The recommended approach was reviewed extensively by the Utility Advisory Board and a favorable recommendation forwarded to the Commission.

fiscal impact

The rate study is designed to collect additional water, wastewater, and reclaimed water revenues, with special emphasis on targeting the high irrigation users while having minimal impact on the very small consumers. The study recommends a simplification of the rate block structure from 6 blocks to 4 blocks.

There will be a fiscal impact on our customers that will be consistent with the volume of water they use. The amount of the fiscal impact will be determined by the size of the meter and the amount of water used. The impact is on a sliding scale where the more water that is used, the more the fiscal impact to the customer. This is consistent with water conservation rate structures recommended by the St. Johns River water Management District.

long-term impact

The long term impacts of the proposed new rate structure are to enhance water conservation, provide funding for debt service associated with future capital projects relating to expansion of the reclaimed water system, and correctly apportion the water, wastewater, and reclaimed water to the appropriate cost center.

strategic objective

This meets the strategic initiative to maintain the City's appeal through controlled, compatible and sustainable redevelopment as a component of our water conservation plan, and our future reclaimed water expansion program.

Executive Summary

ES 1 Report Organization and Summary

This executive summary of the City of Winter Park Water, Wastewater and Reclaimed Water Rate Study presents the highlights and recommendations of discussions detailed in the various sections of the report.

ES 1.1 Introduction

Section 1.0 of the report is the introduction which describes the existing water, wastewater and reclaimed water systems, and presents the City's existing rate structure. The last rate study was performed in 2004. At that time, the rates were adjusted by a uniform percentage increase, without consideration of the cost of service. Since then, the City has made substantial capital investments for upgrades to the City's water treatment system, financed by issuance of significant utility revenue debt. To service the debt, subsidies from the wastewater system net revenues have been required. The City expects to avoid much higher costs in the future for transmitting and treating alternative water supplies by this existing investment, the planned investment in reclaimed water facilities, and the proposed steeper water conservation blocks. Most other utilities in the State do not yet have the anticipated costs of alternative water supplies incorporated into their water rates. Review of regional water supply plans suggests that development of alternative water supplies may be four to five times more costly than fresh groundwater supplies used historically throughout most of Florida. Since the City projects no significant growth in water demand due to being nearly built-out, future water demands may well be met at the same permitted consumptive use levels through conservation and the increased use of reclaimed water for irrigation.

The City's existing water rate structure consists of a fixed monthly availability (base) charge, coupled with an inclining block rate structure. Features of the existing water rate structure are:

- All rates for outside City customers are charged at levels 25 percent greater than inside City, as provided in Subparagraph 180.191(1)(a), Florida Statutes.
- Availability charges for all customer classes except multi-family are scaled by meter size, reflecting the relative capacities of the various meter sizes. The monthly availability charge for inside City multi-family customers is \$3.15 per dwelling unit.
- For residential and multi-family dwellings, the City levies a six-tier inclining block volume rate structure, ranging from \$0.92 to \$4.83 per 1,000 gallons (TG) for inside City customers.
- For commercial and public authority customers, the City levies a five-tier inclining block volume rate structure, ranging from \$0.79 to \$2.61 per TG for inside City customers.
- For irrigation customers, the City levies a four-tier inclining block volume rate structure, ranging from \$1.94 to \$4.83 per TG for inside City customers.

The City's existing wastewater (sewer) rate structure consists of a fixed monthly availability (base) charge, coupled with a uniform volume charge. All inside City wastewater customers pay a uniform volume charge of \$5.11 per TG; all outside City (County) wastewater customers pay a uniform rate of \$6.38 per TG. Residential and multi-family dwelling customers equipped with separate irrigation meters have a 14 TG per month cap on wastewater billing, the presumption being that water usage greater than 14 TG in a month is for outdoor uses (irrigation, pools, car washing, etc) that do not result in wastewater generation that requires treatment.

Currently, there are no charges levied for reclaimed water service. A number of the contracts for providing reclaimed water at no charge will expire in the near future, allowing the City an opportunity to implement charges for this valuable service.

ES 1.2 Historical Customer Data and Growth Assumption

Section 2.0 reviews historical customer data of the water and wastewater systems provided by the City. Because only minimal growth in the customer base is anticipated over the study period through FY 2016, the existing numbers of customers and demands are assumed to continue at current levels as a conservative rate setting strategy.

It is necessary to classify historical customer data by class, meter size, usage block, and other parameters in order to perform the required analyses. Because of this extensive need for classification, Section 2.0 contains many tables presenting customer data in a detailed fashion. (Several tables in Section 8.0 summarize the data and are duplicated in this Executive Summary.) In FY 2011, the average numbers of customer accounts (dwelling units for multi-family) by class were as follows:

	<u>Inside City</u>	<u>Outside City</u>
▪ Single Family:	9,482	8,441
▪ Multi-Family:	3,738	8,214
▪ Commercial:	1,319	1,031
▪ Public/Institutional:	27	44
▪ Irrigation:	581	241

Meter sizes currently used across all customer classes range from ¾ inches to 10 inches.

ES 1.3 Projected Projects and Revenue Requirements

Section 3.0 defines and projects the revenue requirements for each of the three systems. Operating expenses, existing debt service, renewal and replacement (R&R) needs, transfers, and capital outlays from current revenues comprise the requirements to be funded from rates. The FY 2012 annual budget is the base for projecting revenue requirements annually through FY 2016. Indirect costs are allocated first to direct cost centers before allocation to the three individual systems. The costs in each cost center are then allocated to the three systems based on their respective shares of causation.

Many detailed tables are included in this section of the report. Because of the extensive details contained in them, they are not incorporated into this Executive Summary. The FY 2012 total revenue requirements to meet the financial needs of the utility are \$27.1 million. These total revenue requirements are projected to grow to \$30.1 million in 2016.

ES 1.4 Charges for Miscellaneous Services

Section 4.0 reviews charges for miscellaneous services. Miscellaneous services include items such as service turn-on/turn-offs and many other items as listed in the City's fee schedule, dated October 1, 2011. In FY 2011, actual revenues from miscellaneous services were approximately \$1,055,000, equating to four percent of total revenues. It is recommended that charges for miscellaneous services continue to be charged at the current costs of providing those services.

ES 1.5 Water and Wastewater Impact Fee Updates

Section 5.0 reviews and makes recommendations with respect to updates to the water and wastewater impact fees. Impact fees are charged to new developments based upon an estimate of their ratable cost share of the City's capital investment in the utilities made available for their use. In FY 2011, impact fee revenues totaled \$1.12 million. Based on a review of the levels of impact fees in neighboring jurisdictions, the City falls within the range of charges. It is recommended that no overall increases be made to the existing impact fees. However, it is recommended that the City consider refinement of the impact fees for multi-family connections to reflect the varying demands of various size dwelling units.

ES 1.6 Projected Revenues at Existing Rates

Section 6.0 projects revenues at existing rates annually for each of the three systems through FY 2016. For most revenue line items, the Fiscal Year 2012 budget is the base for projecting. Because essentially no growth is projected for the customer base or for demands, revenues at existing rates are essentially flat over the study period.

Actual Fiscal Year 2011 water sales revenues totaled \$11.8 million and are considered the most appropriate basis for projecting this revenue category. Budgeted Fiscal Year 2012 wastewater service charges of \$13.5 million are slightly less than the \$13.6 million actual amount for Fiscal Year 2011 and are employed as the basis for projecting revenues at existing rates for this revenue category. Because no charges are currently levied for reclaimed water service, no revenues are projected at existing rates from this source.

ES 1.7 Projected Cash Flows at Existing Rates

Section 7.0 projects annual cash flows at existing rates. This section employs the projections of revenue requirements from Section 3.0, and the projections of revenues at existing rates from Section 6.0. The results of these projections indicate that:

- **Table ES-1** (Table 7-1) projects that on a self-sustaining basis; the water system requires overall increases in revenues ranging from almost \$2.0 million to \$3.2 million annually.
- **Table ES-2** (Table 7-2) indicates that the wastewater system standing alone could accommodate cumulative decreases in revenues ranging from over 5 percent to almost 18 percent while still meeting all annual revenue requirements.
- Because the reclaimed water system currently generates no revenues, cash flows in all years are negative, and a revenue stream must be dedicated to defray the annual costs. **Table ES-3** (Table 7-3) presents the projected cash flows through Fiscal Year 2016, and indicates that rates exceeding \$10.00 per TG could be required in the latter years of the study period if reclaimed water sales were to defray fully the cost of reclaimed water operations.
- **Table ES-4** (Table 7-4) assumes that wastewater revenues will continue to be needed to subsidize the costs of the reclaimed water system until existing free service agreements expire and a reclaimed

Table ES-1
Projection of Water System Cash Flows at Existing Rates

Description	Budgeted	Fiscal Year Projection			
	2012	2013	2014	2015	2016
<u>Revenues:</u>					
Water Inside - Estimated FY 2011	\$6,958,000	\$6,958,000	\$6,958,000	\$6,958,000	\$6,958,000
Water Outside - Estimated FY 2011	4,876,000	4,876,000	4,876,000	4,876,000	4,876,000
City Water Bill Revenue	130,000	130,000	130,000	130,000	130,000
Fire Lines Water	365,000	365,000	365,000	365,000	365,000
Interest Earnings	66,600	66,600	66,600	66,600	66,600
All Other	353,000	353,000	353,000	353,000	353,000
Total Revenues	\$12,748,600	\$12,748,600	\$12,748,600	\$12,748,600	\$12,748,600
Total Operating Expenses	7,971,822	8,210,681	8,456,726	8,710,673	8,972,108
Net Operating Revenues	\$4,776,778	\$4,537,919	\$4,291,874	\$4,037,927	\$3,776,492
<u>Debt Service & Coverage:</u>					
Total Annual Debt Service	\$4,947,270	\$4,950,078	\$4,949,766	\$4,950,434	\$4,952,035
Debt Service Coverage	97%	92%	87%	82%	83%
Net Op. Revs. After D/S	(\$170,492)	(\$412,159)	(\$657,892)	(\$912,507)	(\$1,175,543)
<u>Other Expenditures to be Funded:</u>					
R & R Expenditures	\$591,815	\$594,569	\$647,406	\$650,328	\$653,338
Capital Expenditures	0	270,000	0	0	0
Transfers	1,215,417	1,253,081	1,290,334	1,331,634	1,371,689
Total Other Expenditures	\$1,807,232	\$2,117,650	\$1,937,740	\$1,981,962	\$2,025,027
<u>Annual Surplus/(Deficit):</u>					
Cash	(\$1,977,724)	(\$2,529,809)	(\$2,595,632)	(\$2,894,469)	(\$3,200,570)
Coverage	(\$1,407,309)	(\$1,649,679)	(\$1,895,334)	(\$2,150,116)	(\$2,413,552)
Governing Surplus/(Deficit)	(\$1,977,724)	(\$2,529,809)	(\$2,595,632)	(\$2,894,469)	(\$3,200,570)
<u>Required Rate Adjustments:</u>					
Cumulative	16.5%	21.1%	21.7%	24.2%	26.8%
Annual	16.5%	4.0%	0.5%	2.1%	2.1%

Table ES-2
Projection of Wastewater System Cash Flows at Existing Rates

Description	Budgeted	Fiscal Year Projection			
	2012	2013	2014	2015	2016
<u>Revenues:</u>					
Sewer Inside	\$6,425,000	\$6,425,000	\$6,425,000	\$6,425,000	\$6,425,000
Sewer Outside	7,080,000	7,080,000	7,080,000	7,080,000	7,080,000
Industrial Waste Inside	50,000	50,000	50,000	50,000	50,000
Industrial Waste Outside	15,000	15,000	15,000	15,000	15,000
Interest Earnings	66,600	66,600	66,600	66,600	66,600
All Other	238,000	238,000	238,000	238,000	238,000
Total Revenues	\$13,874,600	\$13,874,600	\$13,874,600	\$13,874,600	\$13,874,600
Total Operating Expenses	\$8,504,052	\$8,758,977	\$9,021,562	\$9,292,373	\$9,571,220
Net Operating Revenues	\$5,370,548	\$5,115,623	\$4,853,038	\$4,582,227	\$4,303,380
<u>Debt Service & Coverage:</u>					
Total Annual Debt Service	\$977,431	\$978,285	\$978,247	\$978,329	\$978,528
Debt Service Coverage	549%	523%	496%	468%	473%
Net Op. Revs. After D/S	\$4,393,116	\$4,137,338	\$3,874,791	\$3,603,898	\$3,324,852
<u>Other Expenditures to be Funded:</u>					
R & R Expenditures	\$1,265,444	\$1,348,708	\$1,357,219	\$1,365,985	\$1,375,015
Capital Expenditures	0	770,000	1,000,000	0	0
Transfers	697,529	719,657	740,907	765,724	788,802
Total Other Expenditures	\$1,962,973	\$2,838,365	\$3,098,126	\$2,131,709	\$2,163,817
<u>Annual Surplus/(Deficit):</u>					
Cash	\$2,430,143	\$1,298,973	\$776,665	\$1,472,189	\$1,161,035
Coverage	\$4,148,758	\$3,892,767	\$3,630,230	\$3,359,316	\$3,080,220
Governing Surplus/(Deficit)	\$2,430,143	\$1,298,973	\$776,665	\$1,472,189	\$1,161,035
<u>Required Rate Adjustments:</u>					
Cumulative	-17.9%	-9.6%	-5.7%	-10.8%	-8.6%
Annual	-17.9%	10.2%	4.3%	-5.4%	2.6%

Table ES-3
Projection of Reclaimed Water System Cash Flows at Existing Rates

Description	Budgeted	Fiscal Year Projection			
	2012	2013	2014	2015	2016
<u>Revenues:</u>					
Reclaimed Revenue Inside	\$0	\$0	\$0	\$0	\$0
Reclaimed Revenue Outside	0	0	0	0	0
Interest Earnings	0	0	0	0	0
All Other	0	0	0	0	0
Total Revenues	\$0	\$0	\$0	\$0	\$0
Total Operating Expenses	\$949,607	\$978,095	\$1,007,438	\$1,037,661	\$1,068,791
Net Operating Revenues	(\$949,607)	(\$978,095)	(\$1,007,438)	(\$1,037,661)	(\$1,068,791)
<u>Debt Service & Coverage:</u>					
Total Annual Debt Service	\$0	\$0	\$350,000	\$350,000	\$350,000
Debt Service Coverage	N/A	N/A	-288%	-296%	-305%
Net Op. Revs. After D/S	(\$949,607)	(\$978,095)	(\$1,357,438)	(\$1,387,661)	(\$1,418,791)
<u>Other Expenditures to be Funded:</u>					
R & R Expenditures	\$0	\$0	\$0	\$0	\$0
Capital Expenditures	0	60,000	0	0	0
Transfers	3,150	3,350	3,350	3,750	3,750
Total Other Expenditures	\$3,150	\$63,350	\$3,350	\$3,750	\$3,750
<u>Annual Surplus/(Deficit):</u>					
Cash	(\$952,757)	(\$1,041,445)	(\$1,360,788)	(\$1,391,411)	(\$1,422,541)
Coverage	(\$949,607)	(\$978,095)	(\$1,444,938)	(\$1,475,161)	(\$1,506,291)
Governing Surplus/(Deficit)	(\$952,757)	(\$1,041,445)	(\$1,444,938)	(\$1,475,161)	(\$1,506,291)
<u>Required Rate Per TG:</u>					
Minimum	\$6.85	\$7.49	\$10.39	\$10.61	\$10.83
Maximum	\$7.55	\$8.25	\$11.45	\$11.69	\$11.93

Table ES-4
Projection of Combined Wastewater & Reclaimed Cash Flows at Existing Rates

Description	Fiscal Year Projection					Average FY
	Budgeted					2012 Thru
	2012	2013	2014	2015	2016	2016
<u>Revenues:</u>						
Sewer Revenue Inside	\$6,425,000	\$6,425,000	\$6,425,000	\$6,425,000	\$6,425,000	\$6,425,000
Sewer Revenue Outside	7,080,000	7,080,000	7,080,000	7,080,000	7,080,000	7,080,000
Industrial Waste Inside	50,000	50,000	50,000	50,000	50,000	50,000
Industrial Waste Outside	15,000	15,000	15,000	15,000	15,000	15,000
Interest Earnings	66,600	66,600	66,600	66,600	66,600	66,600
Reclaimed Water Revenues	0	0	0	0	0	0
All Other	238,000	238,000	238,000	238,000	238,000	238,000
Total Revenues	\$13,874,600	\$13,874,600	\$13,874,600	\$13,874,600	\$13,874,600	\$13,874,600
<u>Operating Expenses:</u>						
Subtotal Wastewater	\$8,504,052	\$8,758,977	\$9,021,562	\$9,292,373	\$9,571,220	\$9,029,637
Subtotal Reclaimed Water	949,607	978,095	1,007,438	1,037,661	1,068,791	1,008,319
Total Operating Expenses	\$9,453,660	\$9,737,072	\$10,029,000	\$10,330,034	\$10,640,011	\$10,037,956
Net Operating Revenues	\$4,420,940	\$4,137,528	\$3,845,600	\$3,544,566	\$3,234,589	\$3,836,644
<u>Debt Service & Coverage:</u>						
Subtotal Wastewater Annual D/S	\$977,431	\$978,285	\$978,247	\$978,329	\$978,528	\$978,164
Subtotal Reclaimed Annual D/S	0	0	350,000	350,000	350,000	210,000
Total Annual Debt Service	\$977,431	\$978,285	\$1,328,247	\$1,328,329	\$1,328,528	\$1,188,164
Debt Service Coverage	452%	423%	290%	267%	243%	323%
Net Op. Revs. After D/S	\$3,443,509	\$3,159,243	\$2,517,353	\$2,216,236	\$1,906,061	\$2,648,480
<u>Other Expenditures to be Funded:</u>						
R & R Expenditures	\$1,265,444	\$1,348,708	\$1,357,219	\$1,365,985	\$1,375,015	\$1,342,474
Capital Expenditures	0	830,000	1,000,000	0	0	366,000
Transfers	700,679	723,007	744,257	769,474	792,552	745,994
Total Other Expenditures	\$1,966,123	\$2,901,715	\$3,101,476	\$2,135,459	\$2,167,567	\$2,454,468
<u>Annual Surplus/(Deficit):</u>						
Cash	\$1,477,386	\$257,528	(\$584,123)	\$80,777	(\$261,506)	\$194,012
Coverage	\$3,199,151	\$2,914,671	\$2,185,291	\$1,884,154	\$1,573,929	\$2,351,439
Governing Surplus/(Deficit)	\$1,477,386	\$257,528	(\$584,123)	\$80,777	(\$261,506)	\$194,012
<u>Required Rate Adjustments:</u>						
Cumulative	-10.9%	-1.9%	4.3%	-0.6%	1.9%	-1.4%
Annual	-10.9%	10.1%	6.3%	-4.7%	2.5%	-3.3%

water rate system can be implemented. On a combined wastewater/reclaimed water system basis, wastewater rates could be decreased in Fiscal Year 2012, by almost 11 percent. Thereafter, only slight decreases to moderate increases would be required.

- As shown in **Table ES-5** (Table 7-5), on a combined utility enterprise fund basis, beginning in FY 2012 overall increases in revenues will be required to meet projected total revenue requirements. Such cumulative increases range from a low of 1.9 percent in FY 2012, to a high of 13.4 percent in FY 2016. It is important to note that these values are expressed on an annual basis. Because it is likely the increase in Fiscal Year 2012 could not occur until January 1, 2012, the effective percentage increase to be adopted at that time would need to be 2.6 percent.

ES 1.8 Evaluation of Existing Rates and Recommendations for Adjustments

Section 8.0 of this report evaluates the existing rates and rate structures, and presents associated recommendations for adjustments to the monthly water and wastewater rates. In addition, preliminary recommendations are provided for reclaimed water rates, both for bulk and retail customers. (Several tables are described below, which are presented in this Executive Summary without footnotes. The footnotes may be found in Section 8.0 of the body of this report.)

Many jurisdictions have availability charges for multi-family customers based on a dwelling unit basis instead of a meter size basis. To compute the amount of the availability charge for a multi-family dwelling unit, historical demands per dwelling unit for this class should be compared with that of a single family residential dwelling. Based on an analysis of the historical maximum monthly demand per dwelling unit for multi-family customers, it equates to 53.8 percent of that for a single family residential customer served by a $\frac{3}{4}$ -inch meter.

Table ES-6 (Table 8-1) presents a summary of the annual number of billings by customer class by meter size. (To derive the actual number of average annual accounts, each entry would be divided by 12.) This table also computes annual revenue generation from existing water availability charges, with an adjustment of the multi-family rates to 53.8 percent of that of residential customers served by $\frac{3}{4}$ -inch meters.

Tables ES-7(a) and ES-7(b) [Table 8-3(a) and Table 8-3(b)] presents historical metered water demand by meter size, by customer class, and by recommended blocks. Actual Fiscal Year 2010 metered usage was the base for this table, with all values increased by four percent to reflect the actual increase in billed usage during the past year. (Actual growth in metered water demand was 7.1 percent during Fiscal Year 2011; however, some of this may be due to increased irrigation, and so as not to overstate the amount that may be billable for multiple future years, the reduced value of 4.0 percent is instead employed.)

Figure ES-1 depicts annual water usage for inside City customers with $\frac{3}{4}$ -inch meters by customer class. As can be seen, the vast majority of usage is by single family customers. To contrast this with the usage distribution by a larger meter, **Figure ES-2** depicts annual water usage for inside City customers with a 2-inch meter by customer class.

Regarding the wastewater system, actual growth in billable metered usage grew by 2.1 percent. For purposes of projecting billable usage for multiple years, a value of 2.0 percent is used.

Table ES-5
Projection of Combined Systems Cash Flows at Existing Rates

Description	Budgeted	Fiscal Year Projection			
	2012	2013	2014	2015	2016
<u>Revenues:</u>					
Water Rates	\$12,329,000	\$12,329,000	\$12,329,000	\$12,329,000	\$12,329,000
Wastewater Rates	13,570,000	13,570,000	13,570,000	13,570,000	13,570,000
Reclaimed Water Rates	0	0	0	0	0
Interest Earnings	133,200	133,200	133,200	133,200	133,200
All Other	591,000	591,000	591,000	591,000	591,000
Total Revenues	\$26,623,200	\$26,623,200	\$26,623,200	\$26,623,200	\$26,623,200
Total Operating Expenses	\$17,425,482	\$17,947,753	\$18,485,726	\$19,040,708	\$19,612,119
Net Operating Revenues	\$9,197,718	\$8,675,447	\$8,137,474	\$7,582,492	\$7,011,081
<u>Debt Service & Coverage:</u>					
Total Annual Debt Service	\$5,924,701	\$5,928,363	\$6,278,013	\$6,278,763	\$6,280,563
Debt Service Coverage	155%	146%	130%	121%	112%
Net Op. Revs. After D/S	\$3,273,017	\$2,747,084	\$1,859,461	\$1,303,729	\$730,518
<u>Other Expenditures to be Funded:</u>					
R & R Expenditures	\$1,857,259	\$1,943,277	\$2,004,625	\$2,016,313	\$2,028,353
Capital Expenditures	0	1,100,000	1,000,000	0	0
Transfers	1,916,096	1,976,088	2,034,591	2,101,108	2,164,241
Total Other Expenditures	\$3,773,355	\$5,019,365	\$5,039,216	\$4,117,421	\$4,192,594
<u>Annual Surplus/(Deficit):</u>					
Cash	(\$500,338)	(\$2,272,281)	(\$3,179,755)	(\$2,813,692)	(\$3,462,076)
Coverage	1,791,842	1,264,993	289,958	(265,962)	(839,623)
Governing Surplus/(Deficit)	(\$500,338)	(\$2,272,281)	(\$3,179,755)	(\$2,813,692)	(\$3,462,076)
<u>Required Rate Adjustments:</u>					
Cumulative	1.9%	8.8%	12.3%	10.9%	13.4%
Annual	1.9%	6.7%	3.2%	-1.3%	2.3%

Table ES-6
Calculation of Annual Revenue Generation from Water Availability Charges

Inside/Outside & Customer Class	Meter Size (Inches)									Multi-Fam. Per DU	Annual Revenues
	3/4	1	1-1/2	2	3	4	6	8	10		
<u>INSIDE CITY</u>											
Monthly Rate/Acc't.or DU	\$8.62	\$21.55	\$43.10	\$68.96	\$137.92		\$215.50	\$431.00	\$689.60	\$991.30	\$4.64
<u>Annual No. of Billings:</u>											
Residential	104,003	9,225	487	63	0		0	0	0	0	
Public Authority	60	18	24	190	4		24	0	0	0	
Commercial	10,025	3,054	1,315	1,182	74		157	24	0	0	
Multi-Family (DUs)											3,738
<u>Irrigation:</u>											
Residential	4,079	952	53	6	0		0	0	0	0	
Public Authority	283	61	85	43	0		0	0	0	0	
Commercial	700	433	104	27	0		0	0	0	0	
Multi-Family	85	24	21	10	0		0	0	0	0	
Total No. of Billings	119,235	13,767	2,089	1,521	78		181	24	0	0	3,738
Annual Revenues	\$1,027,804	\$296,668	\$90,036	\$104,888	\$10,758		\$39,006	\$10,344	\$0	\$0	\$208,132
<u>OUTSIDE CITY</u>											
Monthly Rate/Acc't.or DU	\$10.78	\$26.95	\$53.90	\$86.24	\$172.48		\$269.50	\$539.00	\$862.40	\$1,239.70	\$5.80
<u>Annual No. of Billings:</u>											
Residential	100,734	542	12	0	0		0	0	0	0	
Public Authority	340	38	25	112	0		12	0	0	0	
Commercial	6,590	2,882	1,782	1,041	26		50	0	0	0	
Multi-Family (DUs)											8,214
<u>Irrigation:</u>											
Residential	1,861	55	15	0	0		0	0	0	0	
Public Authority	103	12	0	26	0		0	0	0	0	
Commercial	363	307	99	53	0		0	0	0	0	
Multi-Family	0	0	0	0	0		0	0	0	0	
Total No. of Billings	109,991	3,836	1,933	1,232	26		62	0	0	0	8,214
Annual Revenues	\$1,185,703	\$103,380	\$104,189	\$106,248	\$4,484		\$16,709	\$0	\$0	\$0	\$571,694
											\$2,092,407

Table ES-7(a)
Assignment of Water Volumes to Blocks - Inside City

Meter Size	Customer Class	Block 1		Block 2		Block 3		Block 4	
		Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)
3/4"	Residential	1 to 4	322,572	5 to 8	159,390	9 to 20	190,321	> 20	132,186
	Pub. Author.	"	930	"	432	"	549	"	149
	Commercial	"	22,483	"	11,635	"	17,646	"	21,537
	Multi-Fam.	"	120,328	"	0	"	0	"	0
	Irrigation	None	0	1 to 8	94,351	"	75,126	"	62,868
	Subtotal		466,313		265,808		283,642		216,740
1"	Residential	1 to 10	62,438	11 to 20	25,569	21 to 50	27,132	> 50	8,039
	Pub. Author.	"	1,069	"	428	"	435	"	163
	Commercial	"	18,255	"	9,677	"	12,699	"	5,252
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 20	93,985	"	50,722	"	25,778
	Subtotal		81,762		129,659		90,988		39,232
1-1/2"	Residential	1 to 20	4,850	21 to 40	1,187	41 to 100	983	>100	258
	Pub. Author.	"	2,732	"	972	"	1,083	"	438
	Commercial	"	17,369	"	7,946	"	9,306	"	3,656
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 40	30,376	"	18,411	"	15,690
	Subtotal		24,951		40,481		29,783		20,042
2"	Residential	1 to 32	1,057	33 to 64	569	65 to 160	1,275	>160	1,126
	Pub. Author.	"	3,231	"	1,526	"	2,242	"	2,209
	Commercial	"	23,724	"	12,563	"	19,673	"	4,559
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 64	30,016	"	19,128	"	12,717
	Subtotal		28,012		44,674		42,318		20,611

Table ES-7(a) (Continued)
Assignment of Water Volumes to Blocks - Inside City

Meter Size	Customer Class	Block 1		Block 2		Block 3		Block 4	
		Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)
3"	Residential	1 to 64	0	65 to 128	0	129 to 320	0	>320	0
	Pub. Author.	"	134	"	83	"	0	"	0
	Commercial	"	3,884	"	1,531	"	2,296	"	280
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 128	0	"	0	"	0
	Subtotal		4,018		1,614		2,296		280
4"	Residential	1 to 100	0	101 to 200	0	201 to 500	0	>500	0
	Pub. Author.	"	859	"	0	"	0	"	19
	Commercial	"	12,312	"	6,475	"	11,577	"	34,053
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 200	0	"	0	"	0
	Subtotal		13,171		6,475		11,577		34,072
6"	Residential	1 to 200	0	201 to 400	0	401 to 1,000	0	>1,000	0
	Pub. Author.	"	0	"	0	"	0	"	0
	Commercial	"	1,059	"	272	"	960	"	0
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 400	0	"	0	"	0
	Subtotal		1,059		272		960		0
8"	Residential	1 to 320	0	321 to 640	0	641 to 1,600	0	>1,600	0
	Pub. Author.	"	0	"	0	"	0	"	0
	Commercial	"	0	"	0	"	0	"	0
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 640	0	"	0	"	0
	Subtotal		0		0		0		0
Total All Meter Sizes			619,286		488,983		461,564		330,977

Table ES-7(b)
Assignment of Water Volumes to Blocks - Outside City

Meter Size	Customer Class	Block 1		Block 2		Block 3		Block 4	
		Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)
3/4"	Residential	1 to 4	312,459	5 to 8	133,350	9 to 20	102,374	> 20	36,597
	Pub. Author.	"	110	"	66	"	137	"	168
	Commercial	"	16,410	"	8,814	"	13,992	"	14,166
	Multi-Fam.	"	334,939	"	0	"	0	"	0
	Irrigation	None	0	1 to 8	19,431	"	10,256	"	9,867
	Subtotal		663,918		161,661		126,759		60,798
1"	Residential	1 to 10	3,125	11 to 20	991	21 to 50	1,030	> 50	1,105
	Pub. Author.	"	162	"	63	"	104	"	0
	Commercial	"	19,610	"	11,330	"	17,277	"	16,190
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 20	14,288	"	11,741	"	10,818
	Subtotal		22,897		26,672		30,152		28,113
1-1/2"	Residential	1 to 20	21	21 to 40	0	41 to 100	0	>100	0
	Pub. Author.	"	320	"	211	"	28	"	0
	Commercial	"	22,896	"	14,125	"	21,139	"	14,860
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 40	10,116	"	8,692	"	7,498
	Subtotal		23,237		24,452		29,859		22,358
2"	Residential	1 to 32	0	33 to 64	0	65 to 160	0	>160	0
	Pub. Author.	"	1,513	"	987	"	871	"	31
	Commercial	"	26,190	"	16,215	"	25,687	"	26,466
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 64	9,282	"	6,388	"	10,426
	Subtotal		27,703		26,484		32,946		36,923

Table ES-7(b) (Continued)
Assignment of Water Volumes to Blocks - Outside City

Meter Size	Customer Class	Block 1		Block 2		Block 3		Block 4	
		Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)
3"	Residential	1 to 64	0	65 to 128	0	129 to 320	0	>320	0
	Pub. Author.	"	0	"	0	"	0	"	0
	Commercial	"	1,558	"	1,447	"	2,337	"	2,937
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 128	0	"	0	"	0
	Subtotal		1,558		1,447		2,337		2,937
4"	Residential	1 to 100	0	101 to 200	0	201 to 500	0	>500	0
	Pub. Author.	"	510	"	60	"	0	"	0
	Commercial	"	2,721	"	134	"	90	"	0
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 200	0	"	0	"	0
	Subtotal		3,231		194		90		0
6"	Residential	1 to 200	0	201 to 400	0	401 to 1,000	0	>1,000	0
	Pub. Author.	"	0	"	0	"	0	"	0
	Commercial	"	0	"	0	"	0	"	0
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 400	0	"	0	"	0
	Subtotal		0		0		0		0
8"	Residential	1 to 320	0	321 to 640	0	641 to 1,600	0	>1,600	0
	Pub. Author.	"	0	"	0	"	0	"	0
	Commercial	"	0	"	0	"	0	"	0
	Multi-Fam.	"	0	"	0	"	0	"	0
	Irrigation	None	0	1 to 640	0	"	0	"	0
	Subtotal		0		0		0		0
Total All Meter Sizes			742,544		240,910		222,143		151,129

Figure ES-1

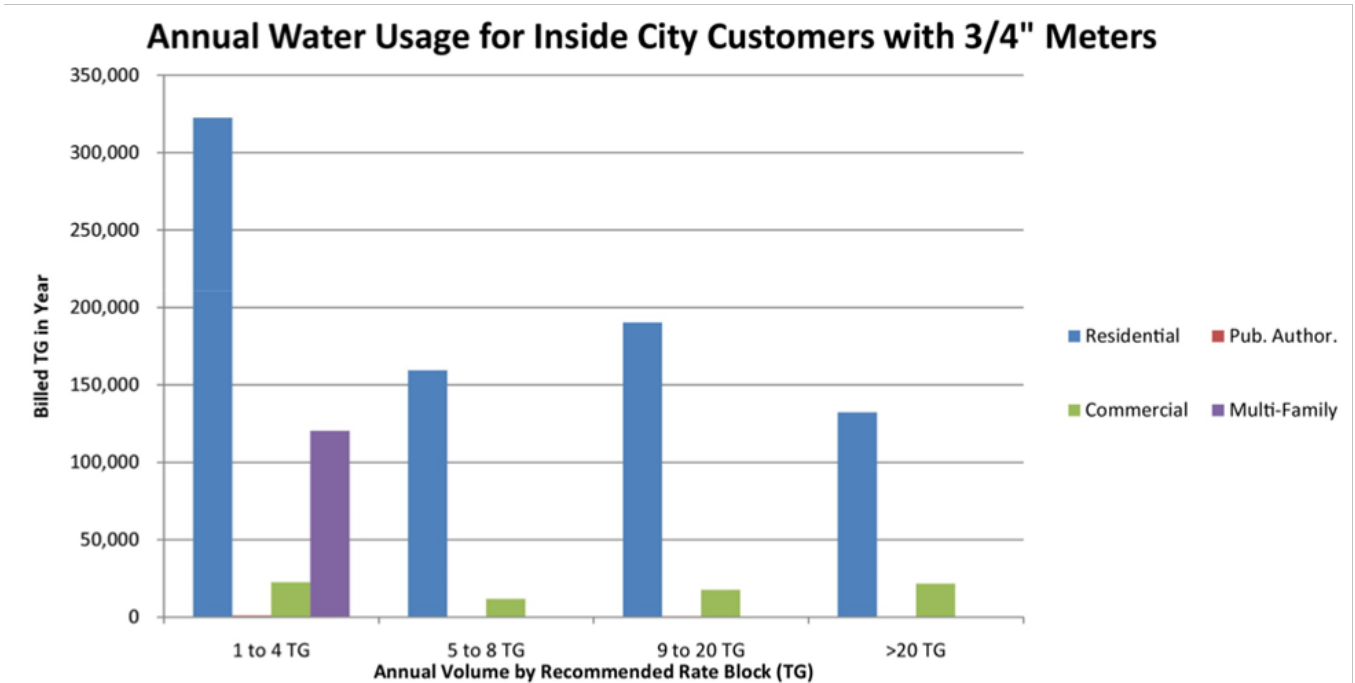
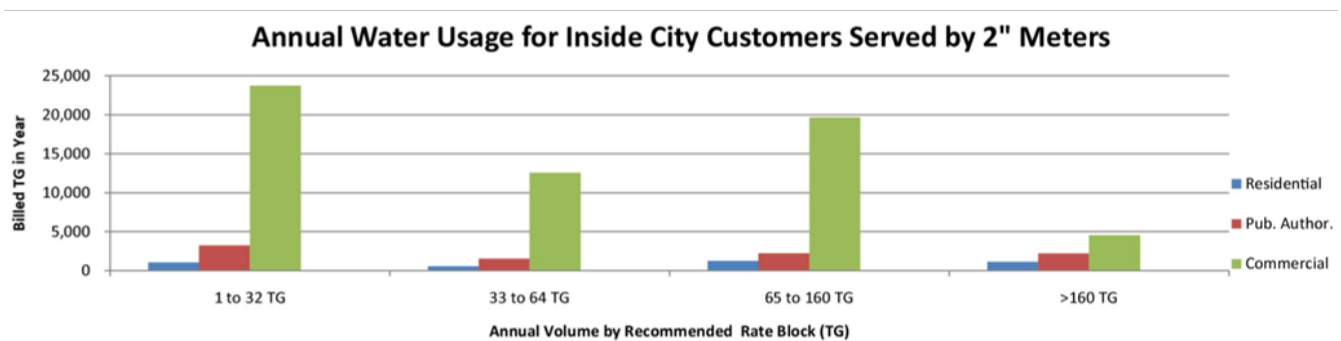


Figure ES-2



ES.2 Recommendations

Section 9.0 of this report presents the recommendations developed in the preceding sections. Each recommendation is summarized below.

ES.2.1 Water Rates

The following recommendations are made with respect to the City's water rates:

- Retain the existing 25 percent surcharge on all outside City (County) water rate customers. At such time as reclaimed water rates are imposed, the 25 percent outside City surcharge should also be applied to those rates.
- Set the multi-family monthly availability charge per dwelling unit at a value equal to 53.8 percent of the 3/4-inch residential customer charge for water service. This increase from 36.5 percent will enhance the equitability of cost recovery from the multi-family water customers.
- With the exception of the monthly availability charges for 8-inch and 10-inch meters, retain the existing availability charges for all meter sizes for single family residential, commercial and public authority water customers. Maintaining the availability charges at the existing levels will mitigate rate impacts on the lower volume users, which are frequently the financially vulnerable, such as residents on fixed incomes. Also, by maintaining monthly availability charges at current levels, revenue stability will be greater than if they were reduced to lesser amounts.
- Increase the scaling factor of the monthly availability charge for 8-inch meters from a value of 50 to the standard value of 80 to more accurately reflect the potential demand that a meter that size can place on the water system.
- Establish the scaling factor for the monthly availability charge for 10-inch meters at the standard value of 115 to reflect the potential demand that a meter that size can place on the water system.
- Reduce the number of rate volume blocks to four for the residential, multi-family, commercial and public authority customer classes. Set the volume blocks to the same levels for all of these customer classes. **Figure ES-3** presents the profiles for the existing and recommended rates for 3/4-inch inside City meters. Profiles for the existing and recommended rates for 2-inch inside City meters are depicted in **Figure ES-4**.
- Reduce the number of the irrigation rate blocks to three. Set the levels of the blocks to the same values as the highest three blocks for the other customer classes. **Figure ES-5** depicts existing and recommended irrigation rates.
- Based on the estimated effect of price elasticity of demand, adjust the volume charges to generate revenues projected as necessary to meet FY 2013 revenue requirements.
- The automatic inflation factors have already been incorporated into the recommended rates through FY 2013. Thereafter, it is recommended that application of those automatic annual factors be resumed in 2014.

Table ES-8 [Table 8-15(b)] presents the recommended monthly availability charge component of the water rates. **Table ES-9** [Table 8-15(c)] presents the recommended monthly volume block charges of the water rates.

Figure ES-3

Existing & Recommended Water Rates for 3/4" Meters

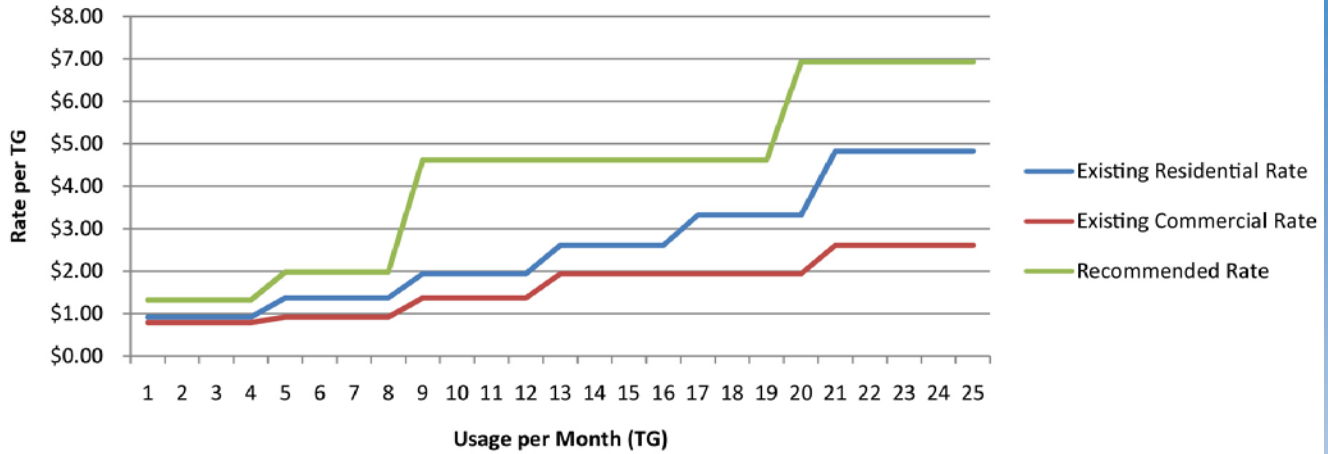


Figure ES -4

Existing & Recommended Water Rates for 2" Meters

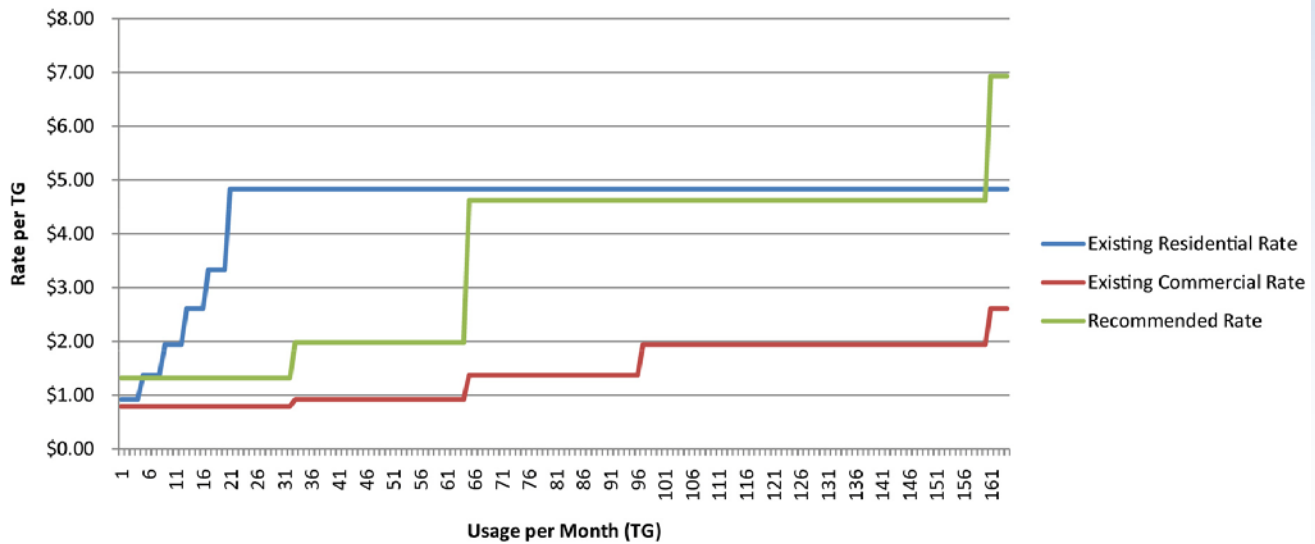
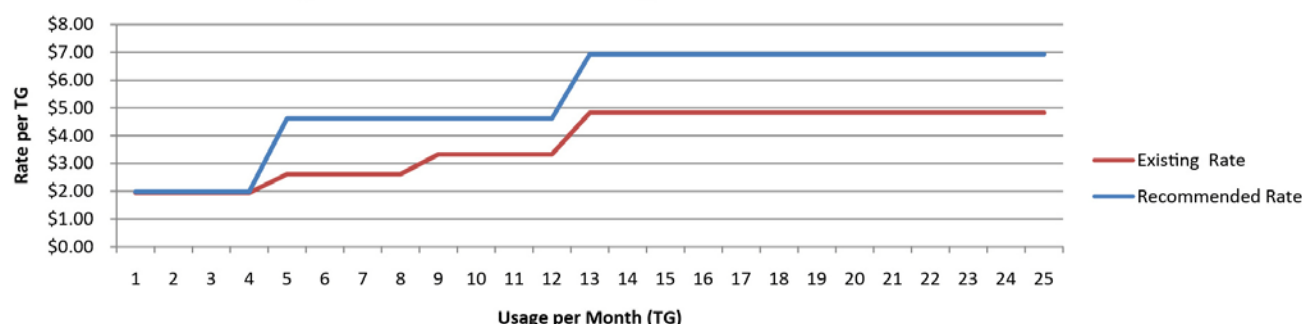


Figure ES-5

Existing & Recommended Irrigation Rates for All Meter Sizes



ES.2.2 Wastewater Rates

The following recommendations are made with respect to the City's wastewater rates:

- Retain the existing 25 percent surcharge on all outside City (County) wastewater rate components.
- Set the multi-family monthly availability charge per dwelling unit at a value equal to 53.8 percent of the 3/4-inch residential customer charge. This decrease from current 61.5 percent will enhance the equitability of cost recovery from the multi-family wastewater service customers.
- With the exception of the monthly availability charges for 8-inch and 10-inch meters, retain the existing availability charges for all meter sizes for single family residential, commercial and public authority wastewater customers. By not reducing monthly availability charges, revenue stability will be greater than if they were reduced to a lesser amount.
- Increase the scaling factor of the monthly availability charge for 8-inch meters from a value of 50 to the standard value of 80 to more accurately reflect the potential demand that a meter of that size can place on the wastewater system.
- Establish the scaling factor for the monthly availability charge for 10-inch meters at the standard value of 115 to reflect the potential demand that a meter that size can place on the wastewater system.
- Maintain a single, uniform volume charge for wastewater, with continuation of the 14,000 gallon per month cap for residential and multi-family dwelling units.
- Based on Table 7-4, adjust the volume charges to generate approximately 1.4 percent less in total wastewater revenues, which is projected as achievable to meet annual average revenue requirements over the study period for the combined wastewater and reclaimed water systems.
- The automatic inflation factors have already been incorporated into the recommended rates through FY 2013. Thereafter, it is recommended that application of those automatic annual factors be resumed in 2014.

Table ES-10 (Table 8-9) summarizes the recommended rate schedule for all wastewater service customers. This schedule incorporates the revisions for the multi-family customers and the 8-inch and 10-inch wastewater service customers.

Table ES-8
Recommended Water Rate Schedule - Monthly Availability Charges

Inside/Outside & Customer Class	Meter Size (Inches)									Multi-Fam. Per DU
	3/4	1	1-1/2	2	3	4	6	8	10	
<u>Inside City:</u>										
All Customer Classes Other Than Multi-Family	\$8.62	\$21.55	\$43.10	\$68.96	\$137.92	\$215.50	\$431.00	\$689.60	\$991.30	
All Multi-Family Dwellings										\$4.64
<u>Outside City:</u>										
All Customer Classes Other Than Multi-Family	\$10.78	\$26.95	\$53.90	\$86.24	\$172.48	\$269.50	\$539.00	\$862.40	\$1,239.70	
All Multi-Family Dwellings										\$5.80

Table ES-9
Recommended Water Rate Schedule - Volume Charge Blocks & Rates

Customer Class	Meter Size (Inches)								
	3/4	1	1-1/2	2	3	4	6	8	10
<u>All Customer Classes</u>									
<u>Other Than Irrigation:</u>									
	Block Ranges per Meter Size (TG/Month)								
Block 1:	1 to 4	1 to 10	1 to 20	1 to 32	1 to 64	1 to 100	1 to 200	1 to 320	1 to 460
Inside City	\$1.32	\$1.32	\$1.32	\$1.32	\$1.32	\$1.32	\$1.32	\$1.32	\$1.32
Outside City	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65
Block 2:	5 to 8	11 to 20	21 to 40	33 to 64	65 to 128	101 to 200	201 to 400	321 to 640	461 to 920
Inside City	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98
Outside City	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47
Block 3:	9 to 20	21 to 50	41 to 100	65 to 160	129 to 320	201 to 500	401 to 1,000	641 to 1,600	921 to 2,300
Inside City	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62
Outside City	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77
Block 4:	> 20	> 50	>100	>160	>320	>500	>1,000	>1,600	> 2,300
Inside City	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93
Outside City	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66
<u>Irrigation Customers:</u>									
	Block Ranges per Meter Size (TG/Month)								
Block 1:	1 to 8	1 to 20	1 to 40	1 to 64	1 to 128	1 to 200	1 to 400	1 to 640	1 to 920
Inside City	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98
Outside City	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47
Block 2:	9 to 20	21 to 50	41 to 100	65 to 160	129 to 320	201 to 500	401 to 1,000	641 to 1,600	921 to 2,300
Inside City	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62	\$4.62
Outside City	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77	\$5.77
Block 3:	> 20	> 50	>100	>160	>320	>500	>1,000	>1,600	> 2,300
Inside City	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93
Outside City	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66

Table ES-10
Recommended Wastewater Rate Schedule

Inside/Outside & Customer Class	Meter Size (Inches)									Multi-Fam. Per DU
	3/4	1	1-1/2	2	3	4	6	8	10	

MONTHLY AVAILABILITY CHARGE

Inside City:

All Residential, Commercial & Public Authority Accounts	\$10.19	\$25.48	\$50.95	\$81.52	\$163.04	\$254.75	\$509.50	\$815.20	\$1,171.85	
All Multi-Family Dwelling Units										\$5.48

Outside City:

All Residential, Commercial & Public Authority Accounts	\$12.73	\$31.83	\$63.65	\$101.84	\$203.68	\$318.25	\$636.50	\$1,018.40	\$1,463.95	
All Multi-Family Dwelling Units										\$6.85

UNIFORM VOLUME CHARGE

Rate/TG

Inside City:

All Customer Classes	\$4.89	Residential and multi-family accounts served by irrigation meters not charged for over 14,000 gallons per month per dwelling unit for wastewater service.
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Outside City:

All Customer Classes	\$6.11	Residential and multi-family accounts served by irrigation meters not charged for over 14,000 gallons per month per dwelling unit for wastewater service.
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ES.2.3 Reclaimed Water Rates

The unit cost of reclaimed water service is relatively high due to economies of scale of the existing production facilities. Since no revenues will be generated from reclaimed water service in the near term, it is recommended that reclaimed water continue to be subsidized by wastewater rates.

At such time as demand for retail reclaimed water service arises, the City should review the cost of service calculation as a prelude to implementing a reclaimed water rate. A general guideline suggests that reclaimed water should be priced at no greater than 80 percent of potable water so as to be an economically attractive alternative. This 80 percent limit would still likely result in a reclaimed water rate much less than the full cost of service, thus necessitating some continuing subsidy from wastewater rates for the next several years.

Once the existing bulk service contracts for reclaimed water expire, the City should enter into contracts containing provisions for charging to generate revenues. The minimum rate recommended to be charged is 80 percent of the lowest block for potable water use, which latter value is recommended to be set at \$1.32 per TG. Hence, the minimum bulk rate recommended to be charged is \$1.06 per TG inside City. For outside City customers, the minimum recommended bulk rate would be \$1.32 per TG.

The City contemplates the gradual implementation of retail reclaimed water service over time. It is expected that the individual services would be metered. Because there would be appreciable costs associated with the various customer functions, it is recommended that the City adopt a combination of a monthly customer cost charge coupled with a uniform volume charge. A typical minimum monthly customer charge is approximately \$1.00 per month per account, and that amount would be recommended for inside City reclaimed water customers. The same uniform rate per TG of \$1.06 is recommended for charging actual retail reclaimed water usage inside the City, and \$1.32 per TG outside the City.

ES.2.4 Comparison of Typical Monthly Bills

It is important to estimate the impacts on typical monthly bills associated with the recommended rate adjustments. Several tables have been prepared to show the expected change in monthly billings, assuming that the same level of metered water use continues. It is expected that some reduction in metered usage will be experienced in response to the price increase, which would result in lower increases in monthly bills than suggested by the results of this table. The average monthly usage for a single family residential customer in Winter Park is approximately 7 TG. The three tables below bracket this value, with the 8 TG per month table being the closest.

Table ES-11 [Table 8-18(a)] computes the monthly bills for inside City residential customers equipped with a ¾-inch meter using 3 TG, both for existing rates and recommended rates. The existing bills for neighboring jurisdictions are also included for comparison purposes. **Figure ES-6** depicts in stacked bar chart format the monthly bills for this usage level for various jurisdictions. **Table ES-12** [Table 8-18(b)] computes the existing and calculated bills for recommended rates for the same customer class, but using 8 TG per month. **Figure ES-7** depicts in stacked bar chart format the monthly bills for this usage level for various jurisdictions. It is interesting to note that for most jurisdictions, the monthly wastewater bill is roughly two-thirds of the total due to the more complex processes involved in treatment of wastewater. **Table ES-13** [Table 8-18(c)] computes the existing and calculated bills for recommended rates for the same customer class, but using 13 TG per month. **Figure ES-8** depicts in stacked bar chart format the monthly bills for this usage level for various jurisdictions.

Table ES-11
Comparison of Winter Park Monthly 3/4" - 3,000 Gallon/Month Residential Bills with Surrounding Jurisdictions (1)

Jurisdiction	Water Bill (2)			Wastewater Bill			Combined Bill
	Base	Volume	Total	Base	Volume	Total	
Winter Park - Existing	\$8.62	\$2.76	\$11.38	\$10.19	\$15.33	\$25.52	\$36.90
Winter Park - Recommended	8.62	3.96	12.58	10.19	14.67	24.86	37.44
Casselberry	6.7563	4.1001	10.86	12.5963	14.7993	27.40	38.25
Maitland	7.51	2.01	9.52	14.44	11.85	26.29	35.81
Orange County	6.33	3.12	9.45	14.81	10.11	24.92	34.37
Altamonte Springs	3.40	3.63	7.03	6.77	6.63	13.40	20.43
Oviedo	10.13	2.52	12.65	19.82	11.91	31.73	44.38
Winter Springs	5.43	3.81	9.24	10.65	12.48	23.13	32.37
Sanford	5.96	5.70	11.66	9.83	13.55	23.38	35.04
Longwood	6.30	4.20	10.50	5.81	9.51	15.32	25.82
OUC Water/Orlando Wastewater Before Increase	7.50	1.90	9.40	14.98	10.83	25.81	35.21
OUC Water/Orlando Wastewater w/8% Increase	7.50	1.90	9.40	16.18	11.70	27.88	37.28
Apopka	6.56	3.66	10.22	13.13	6.54	19.67	29.89
Seminole County	11.46	2.91	14.37	18.20	12.42	30.62	44.99

(1) Based on rate schedules as published by each jurisdiction.

(2) Excludes any utility service tax charged.

Figure ES-6
¾" – 3,000 Gallon/Month Residential Bill Comparison

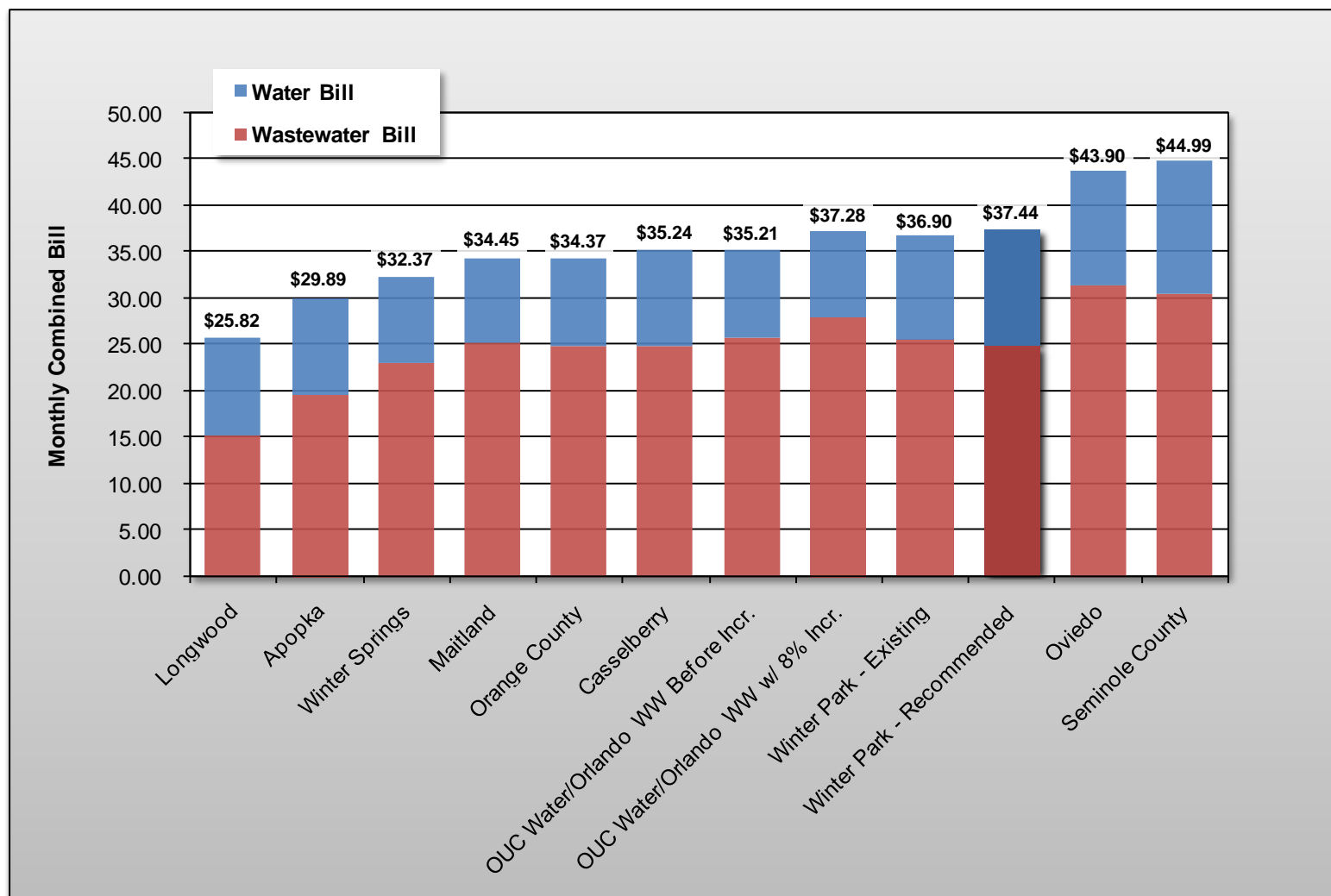


Table ES-12
Comparison of Winter Park Monthly 3/4"- 8,000 Gallons/Month Residential Bills with Surrounding Jurisdictions (1)

Jurisdiction	Water Bill (2)			Wastewater Bill			Combined Bill
	Base	Volume	Total	Base	Volume	Total	
Winter Park - Existing	\$8.62	\$10.08	\$18.70	\$10.19	\$40.88	\$51.07	\$69.77
Winter Park - Recommended	8.62	13.20	21.82	10.19	39.12	49.31	71.13
Casselberry	6.7563	13.0636	19.82	12.5962	40.4573	53.05	72.87
Maitland	7.51	8.46	15.97	14.44	31.60	46.04	62.01
Orange County	6.33	10.07	16.40	14.81	26.96	41.77	58.17
Altamonte Springs	3.40	15.92	19.32	6.77	29.17	35.94	55.26
Oviedo	10.13	11.87	22.00	19.82	31.76	51.58	73.58
Winter Springs	5.43	10.16	15.59	10.65	33.28	43.93	59.52
Sanford	5.96	16.36	22.32	9.83	38.60	48.43	70.75
Longwood	6.30	11.20	17.50	5.81	25.36	31.17	48.67
OUC Water/Orlando Wastewater Before Increase	7.50	7.80	15.30	14.98	28.88	43.86	59.16
OUC Water/Orlando Wastewater w/8% Increase	7.50	7.80	15.30	16.18	31.20	47.38	62.68
Apopka	6.56	10.30	16.86	13.13	17.44	30.57	47.43
Seminole County	11.46	7.76	19.22	18.20	33.12	51.32	70.54

(1) Based on rate schedules as published by each jurisdiction.

(2) Excludes any utility service tax charged.

Figure ES-7
¾" – 8,000 Gallon/Month Residential Bill Comparison

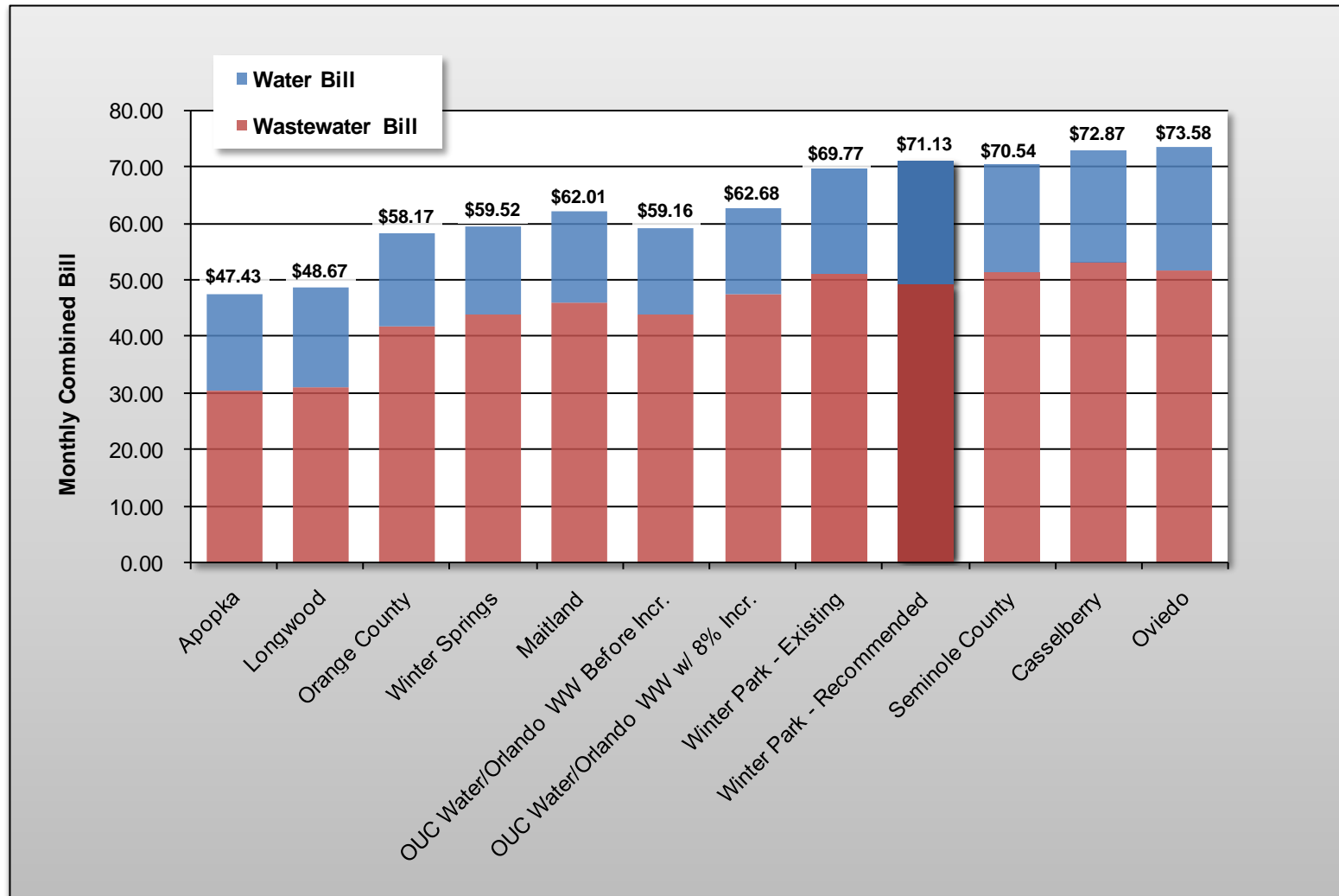


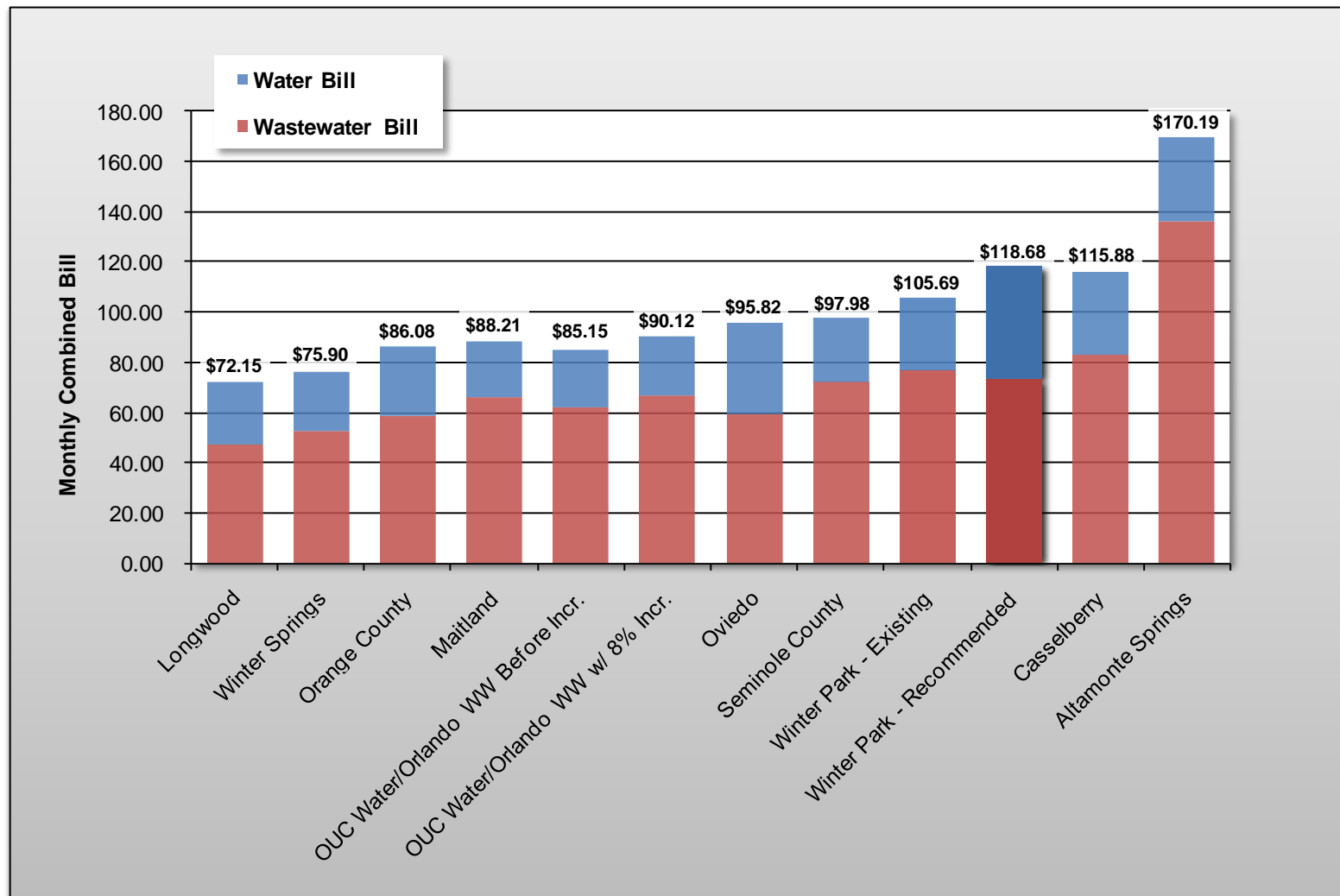
Table ES-13
Comparison of Winter Park Monthly 3/4"-13,000 Gal. Residential Bills with Surrounding Jurisdictions (1)

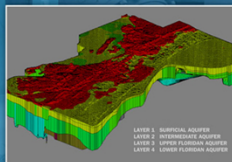
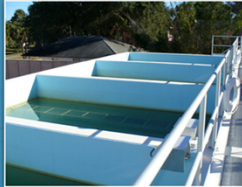
Jurisdiction	Water Bill (2)			Wastewater Bill			Combined Bill
	Base	Volume	Total	Base	Volume	Total	
Winter Park - Existing	\$8.62	\$20.45	\$29.07	\$10.19	\$66.43	\$76.62	\$105.69
Winter Park - Recommended	8.62	36.30	44.92	10.19	63.57	73.76	118.68
Casselberry	6.76	26.43	33.18	12.60	70.09	82.68	115.86
Maitland	7.51	14.91	22.42	14.44	51.35	65.79	88.21
Orange County	6.33	21.13	27.46	14.81	43.81	58.62	86.08
Altamonte Springs	3.40	30.57	33.97	6.77	129.45	136.22	170.19
Oviedo	10.13	26.17	36.30	19.82	39.70	59.52	95.82
Winter Springs	5.43	18.22	23.65	10.65	41.60	52.25	75.90
Sanford	5.96	29.50	35.46	9.83	58.64	68.47	103.93
Longwood	6.30	18.83	25.13	5.81	41.21	47.02	72.15
OUC Water/Orlando Wastewater Before Increase	7.50	15.74	23.24	14.98	46.93	61.91	85.15
OUC Water/Orlando Wastewater w/8% Increase	7.50	15.74	23.24	16.18	50.70	66.88	90.12
Apopka	6.56	17.75	24.31	13.13	26.16	39.29	63.60
Seminole County	11.46	14.50	25.96	18.20	53.82	72.02	97.98

(1) Based on rate schedules as published by each jurisdiction.

(2) Excludes any utility service tax charged.

Figure ES-8
 $\frac{3}{4}$ " – 13,000 Gallon/Month Residential Bill Comparison





February 27, 2012

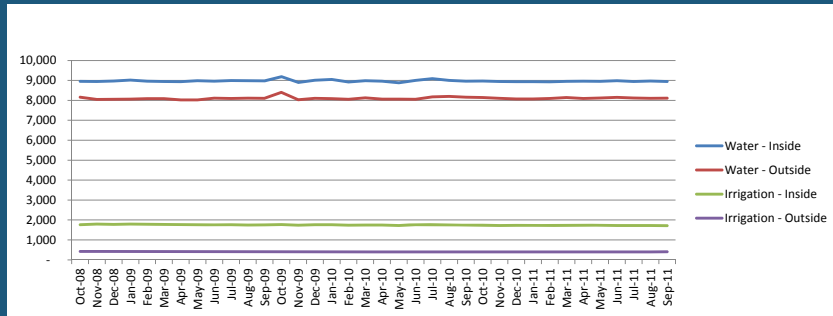
City Commission Meeting
Re: Water, Wastewater & Reclaimed Water Rate Study



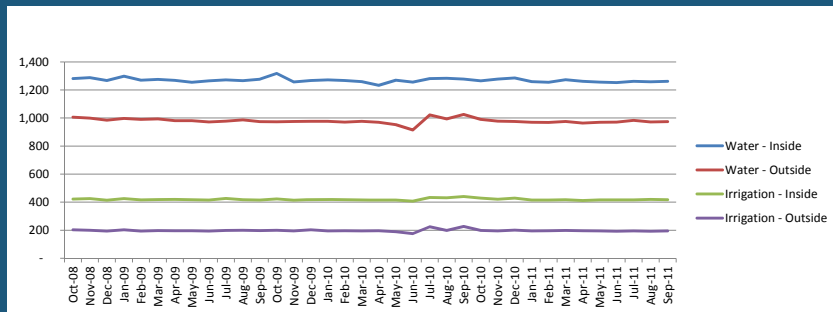
Suggested Agenda

- ◆ Historical Data & Rate Study Background
- ◆ Financial Requirements
- ◆ Alternative Rate Structures
- ◆ Recommended Rate Structures & Rates
- ◆ Impacts on Monthly Bills
- ◆ Questions and Discussion

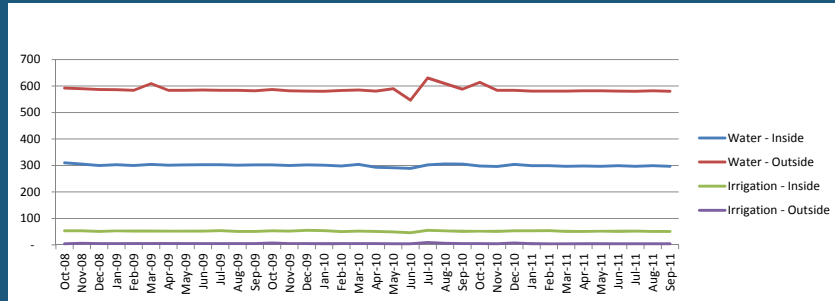
Number of Residential Customer Accounts Billed



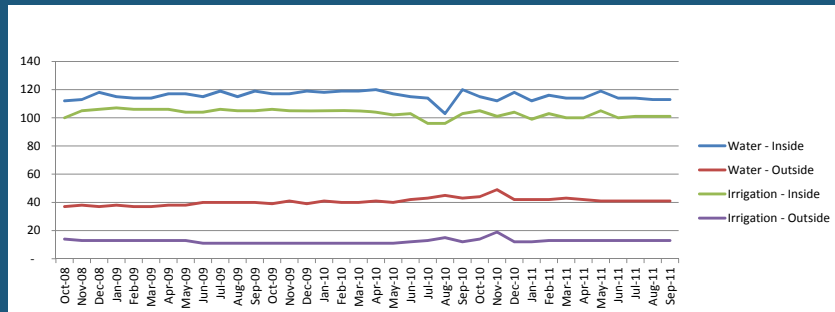
Number of Commercial Customer Accounts Billed



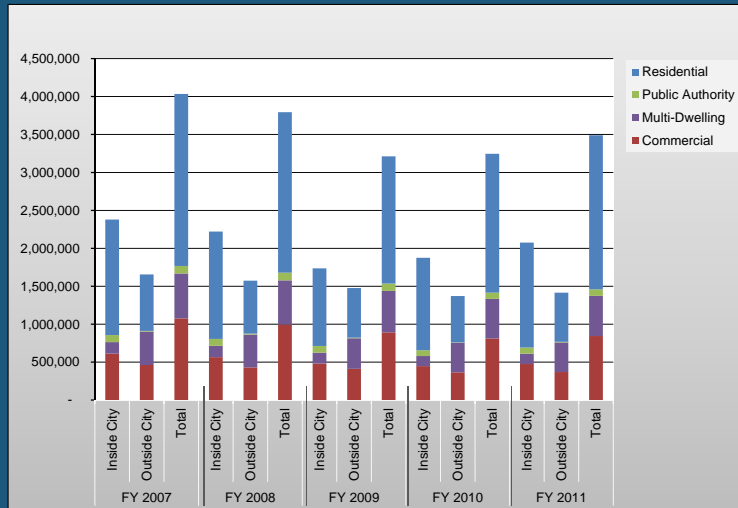
Number of Multi-Family Dwelling Customer Accounts Billed



Number of Public Authority Customer Accounts Billed



Annual Water Usage by Customer Class (in thousands of gallons)



Rate Study Background

- ◆ Previous Rate Study Completed 2004
- ◆ Rates Were Adjusted by Uniform % Increase – No Cost of Service Considerations
- ◆ Since Then, Annual CPI Adjustments Only
- ◆ In Recent Years, City Invested Heavily in Potable Water Facilities w/ Significant Debt Resulting in Required Subsidy from Wastewater System
- ◆ City Will be Able to Avoid Much Higher Cost in Future of Transmitting and Treating Alternative Water Supplies (AWS) by:
 - Existing investment in potable water facilities
 - Planned investment in reclaimed water facilities
 - Proposed steeper water conservation blocks

Rate Study Background (cont.)

- ◆ Many Other Utilities do not yet have AWS Costs Incorporated into their Water Rates
- ◆ Review of Regional Water Supply Plans Suggests AWS Costs 4 to 5 Times that of Fresh Groundwater Supplies used Historically in FL
- ◆ Since City Projects, No Significant Growth in Water Demand due to being Nearly Built-Out
- ◆ Future Water Demands May Well be Met at Same Permitted Consumptive Use Through Conservation and Increased Use of Reclaimed Water for Irrigation

Financial Requirements Per Bonds

- ◆ Rate Ordinance Covenant: The Issuer will enact a rate ordinance and thereby will fix, establish, maintain and collect such rates ... and other charges for the services of the System and revise the same ... whenever necessary, as will **always provide Revenues in each year sufficient to pay all Costs of Operation and Maintenance in such year plus 125% of the Bond Service Requirement ...** plus 100% of all other payments provided for in this resolution.
- ◆ Other Payments Provided For: The Issuer shall **pay [monthly] into the [Renewal & Replacement] fund ... 1/12th of 5% of the Gross Revenues for the preceding Fiscal Year**, but no further deposits shall be required [when] there is on deposit therein the amount of 5% of the current net asset value of the System.
- ◆ In addition to above bond requirements, cash needs in each year must be analyzed and funding provided as appropriate.

Alternatives for Water Rates

- ◆ Maintain Existing Structure as is – Across-the-Board Rate Increase
- ◆ Reduce Fixed Charges and Scale Up Volume Charges – Enhance Pricing Signal
- ◆ Consistency Among Customer Classes – Cost of Service and Policy Considerations
- ◆ Combinations of the Above
- ◆ Reduce Number of Volume Blocks to 3 or 4 Total
- ◆ Must Define Rate Sufficiency Period

Recommended Water Rates

- ◆ Maintain 25% Outside City (County) Surcharge
- ◆ Maintain Existing Monthly Availability (Base) Charges, Except for Multi-Family
- ◆ Set Multi-Family Base Charge @ 53.8% of ¾" Residential Customer
- ◆ Decrease Irrigation Rate Blocks to 3; Decrease All Other Blocks to 4
- ◆ Consider Impacts of Price Elasticity on Volume Charges
- ◆ Steepen Rate Blocks
- ◆ Set Levels to be Sufficient Through FY 2013; Resume Annual CPI Adjustments Thereafter

Alternatives for Wastewater Rates

- ◆ Must be Considered in Concert with Reclaimed Water Rates for Revenue Sufficiency
- ◆ Maintain Existing Structure as is – No Change
- ◆ Adopt Across-the-Board Adjustment
- ◆ Reduce Fixed Charges and Increase Volume Charges
- ◆ Combinations of the Above
- ◆ Must Define Rate Sufficiency Period

Recommended Wastewater Rates

- ◆ Maintain 25% Outside City (County) Surcharge
- ◆ Adjust to Generate Sufficient Revenues to Include Reclaimed Water System Costs
- ◆ Maintain Existing Monthly Availability (Base) Charges, Except for Multi-Family
- ◆ Set Multi-Family Base Charge @ 53.8% of $\frac{3}{4}$ " Residential Customer
- ◆ Decrease Uniform Volume Charge to \$4.89 per TG Inside City; \$6.11 per TG Outside City
- ◆ Rate Sufficiency Period Through FY 2013; Resume Annual CPI Adjustments Thereafter

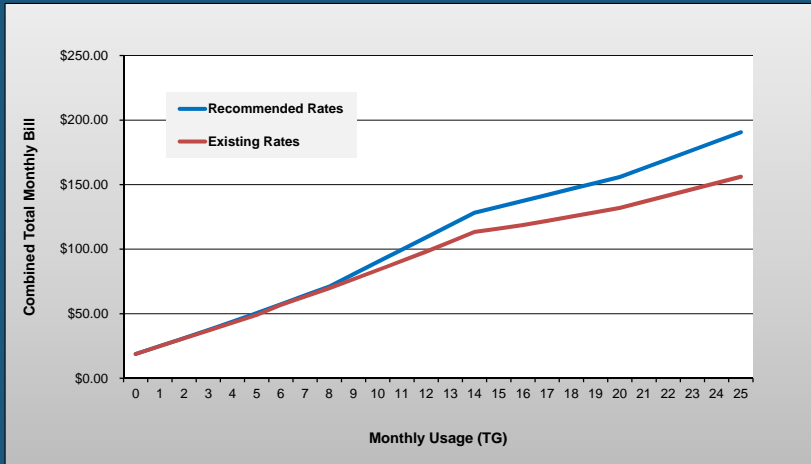
Alternatives for Reclaimed Water Rates

- ◆ **Must be Considered in Concert with Wastewater Rates for Revenue Sufficiency**
- ◆ **Must Consider Operating Cost Recovery and Capital Cost Recovery Separately**
- ◆ **Consider Application of Water Impact Fees for Alternative Water Supply Capital Investment**
- ◆ **Consider Bulk and Retail Customer Classes**
- ◆ **Must Dovetail Expiry of Current Agreements with Implementation of Rates**

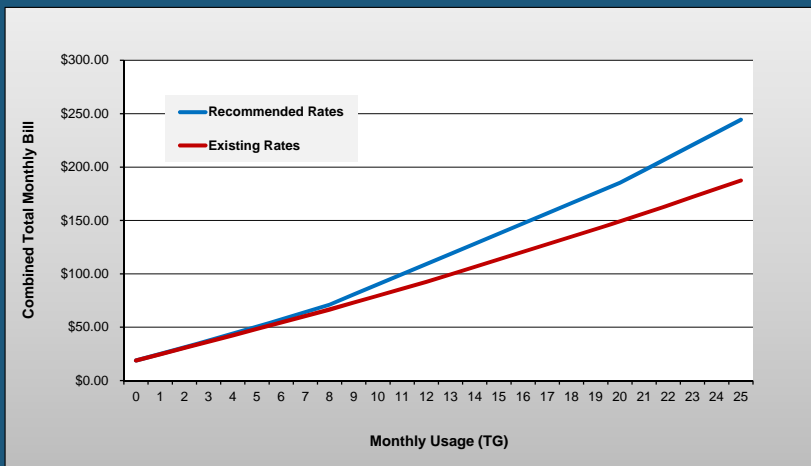
Recommended Reclaimed Water Rates

- ◆ **When Existing Agreements Expire, Renew with Bulk Rate Provisions**
- ◆ **Rates Typically Set @ No More Than 80% of Potable Water Rate:**
 - **Inside City = \$1.06 per TG**
 - **Outside City = \$1.32 per TG**
- ◆ **Retail Rates Should Have Monthly Customer Charge Plus Similar Volume Charge:**
 - **Inside City Customer Charge = \$1.00/month**
 - **Outside City Customer Charge = \$1.25/month**
- ◆ **Consider Application of Portion of Water Impact Fees as AWS Component**

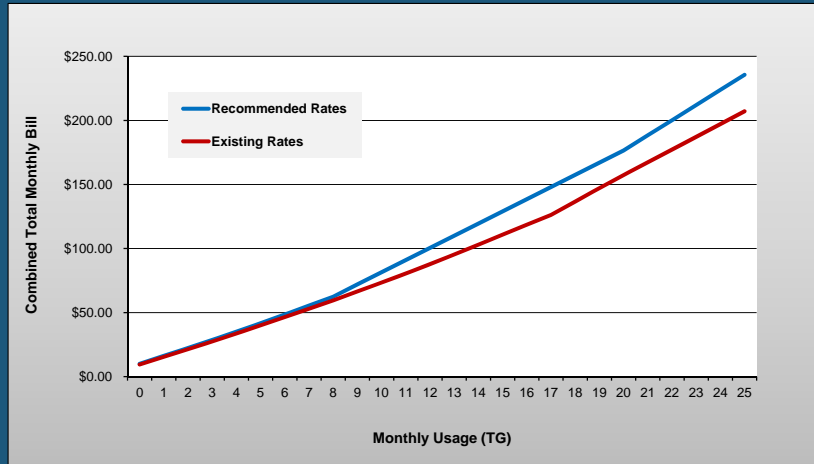
Comparison of Monthly Bills for ¾" Inside City Residential Customer



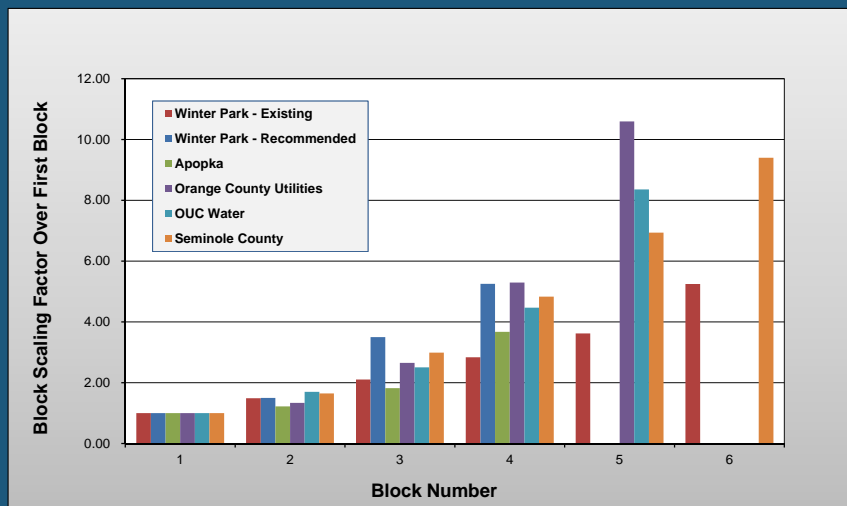
Comparison of Monthly Bills for ¾" Inside City Commercial Customer



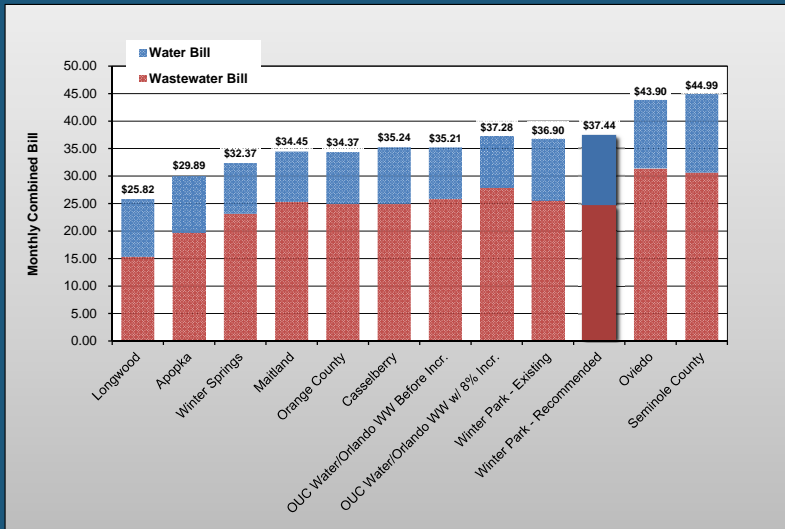
Comparison of Monthly Bills for Inside City Multi-Family Customer



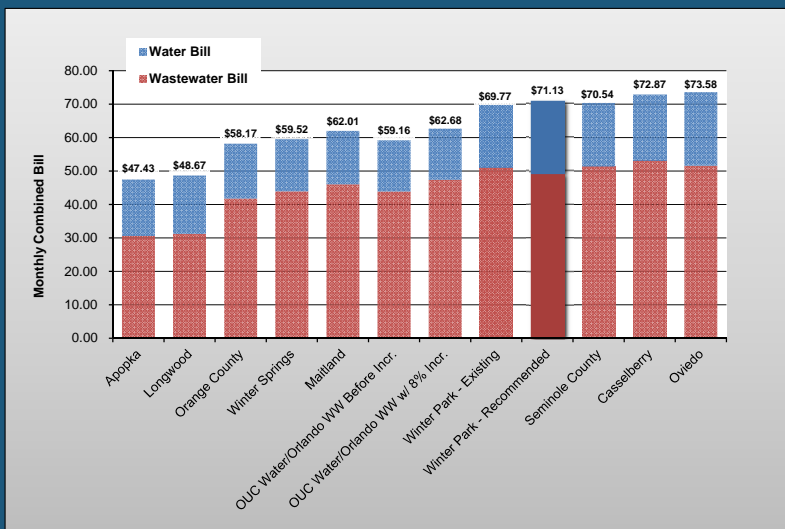
Comparison of Residential Block Scaling Factors for Inclining Rate Structures



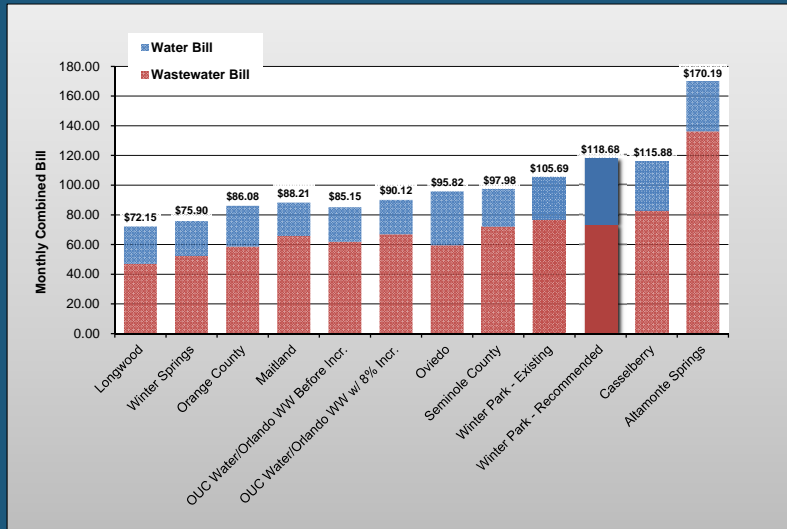
3/4" – 3,000 Gallon/Month Residential Bill Comparison



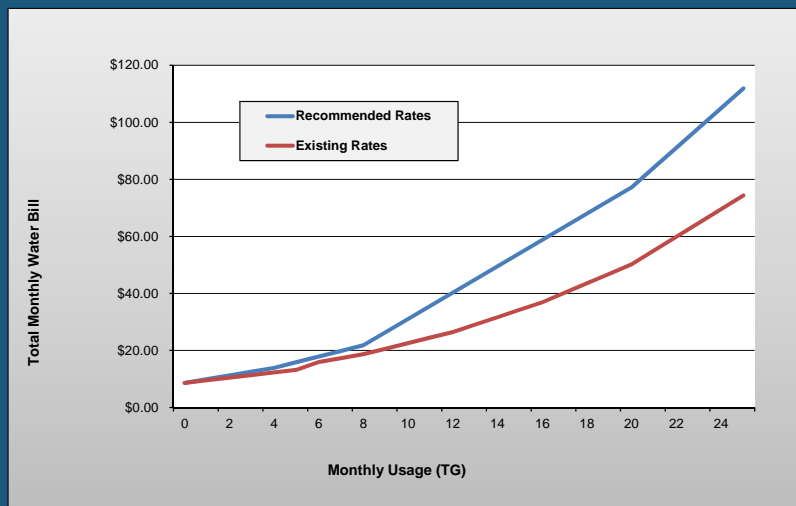
3/4" – 8,000 Gallon/Month Residential Bill Comparison



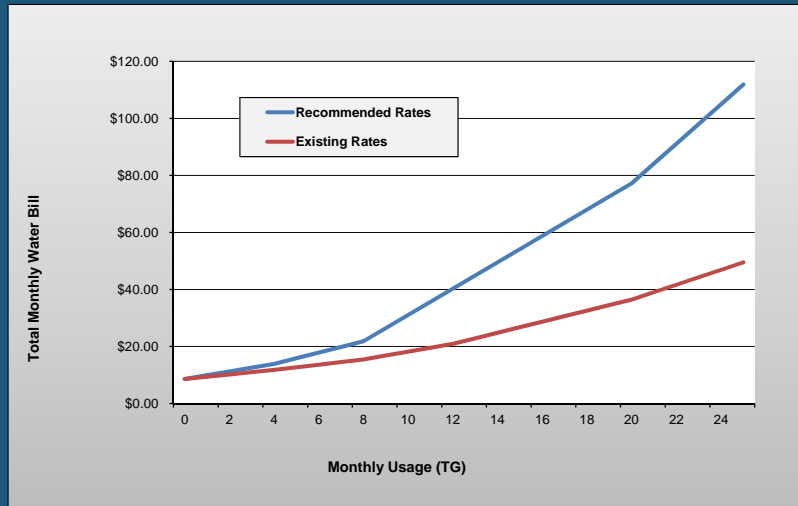
3/4" – 13,000 Gallon/Month Residential Bill Comparison



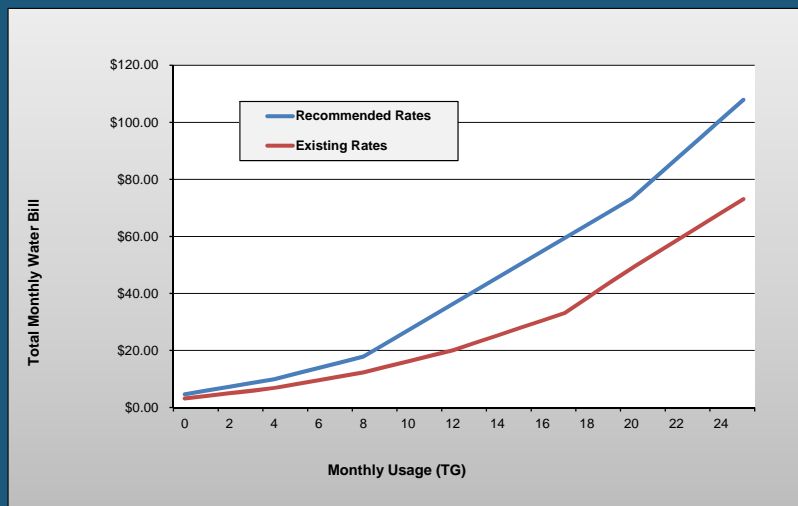
Comparison of Monthly Water Bills for 3/4" Inside City Residential Customer



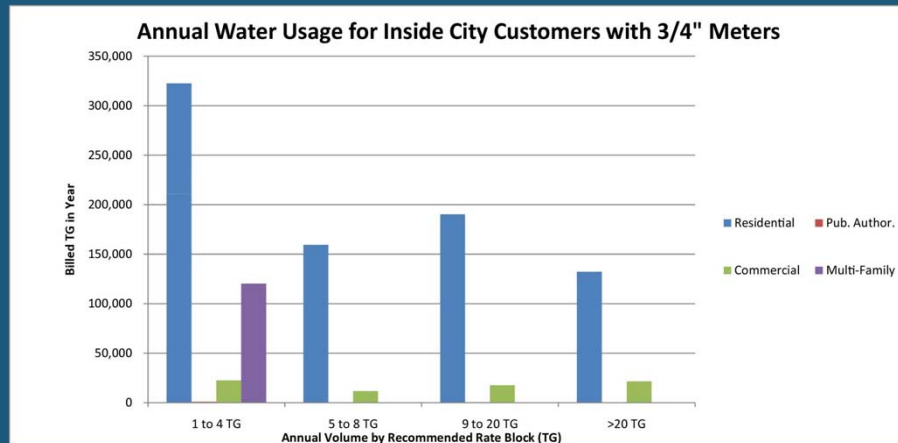
Comparison of Monthly Water Bills for $\frac{3}{4}$ " Inside City Commercial Customer



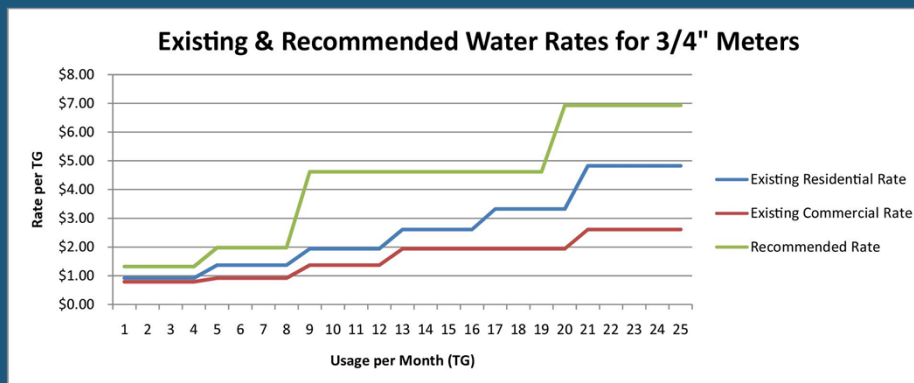
Comparison of Monthly Water Bills for Inside City Multi-Family Customer



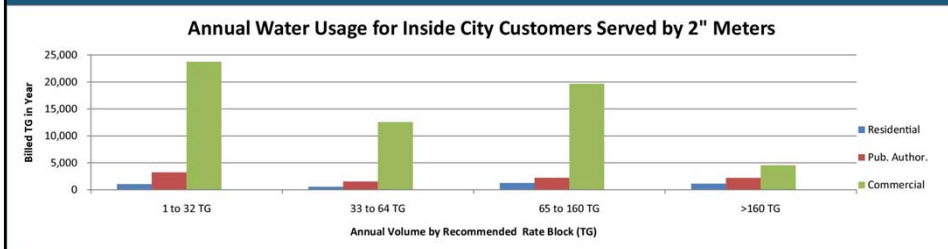
Annual Water Usage



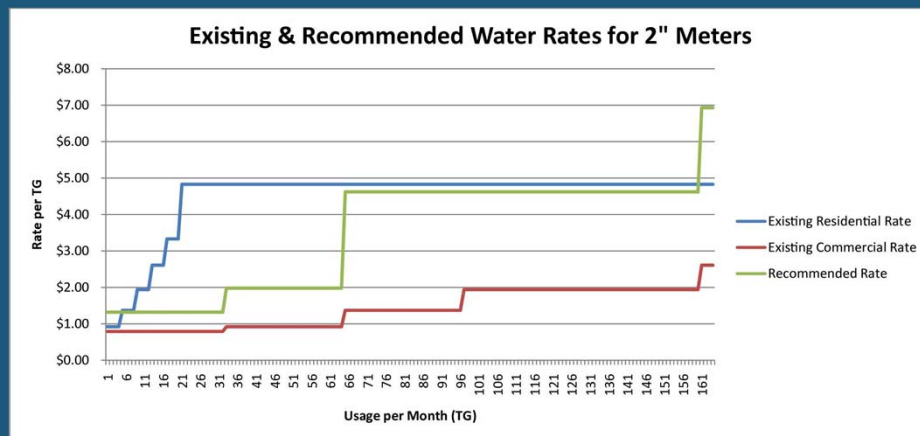
Water Rates for 3/4" Meters



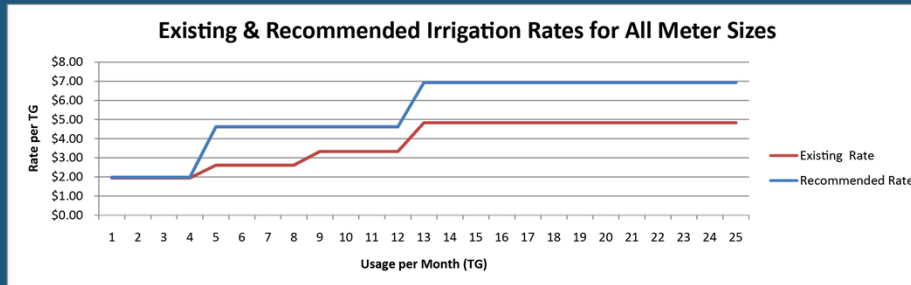
Annual Water Usage



Water Rates for 2" Meters



Water Rates for Irrigation Meters

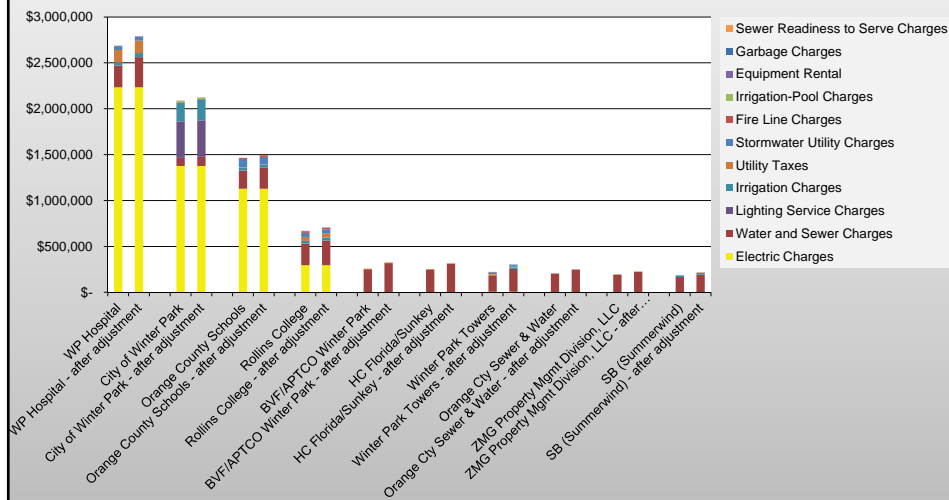


Comparison of Combined Water and Sewer Bills for Top 10 Customers using Existing vs. Recommended Rates

Table
Comparison of Combined Water and Sewer Bills for Top 10 Customers using Existing vs. Recommended Rates

Top 10 Customers	Combined Total Monthly Water and Sewer Bills			
	At Existing Rates	% Total Revs.	Recommended Rates	% Change
Adventist Health Systems (Winter Park Hospital)	\$21,510.07	1.00%	\$29,829.67	39%
BVF/APTCO Winter Park	\$14,974.37	0.69%	\$18,993.00	27%
Rollins College	\$13,906.16	0.64%	\$15,842.62	14%
HC Florida/Sunkey	\$13,255.66	0.61%	\$16,628.46	25%
Winter Park Towers	\$12,215.05	0.57%	\$17,401.36	42%
ZMG Property Mgmt Division, LLC	\$10,925.55	0.51%	\$12,733.15	17%
SB (Summerwind)	\$10,138.04	0.47%	\$11,758.96	16%
Orange Cty Sewer & Water	\$8,863.33	0.41%	\$10,755.42	21%
Orange County School Board, Fire, Court, Parks	\$6,684.38	0.31%	\$7,688.02	15%
City of Winter Park	\$7,170.55	0.33%	\$8,037.70	12%
TOTALS	\$119,643.16	5.54%	\$149,668.35	25%

Impact of Water and Sewer Rate Adjustments on Top Ten Users (Assuming Costs of all other Services Remain Constant)



Thank You!

◆ Questions?



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	February 27, 2012
prepared by department division	Don Marcotte, Asst. Director Public Works 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

Selection of an Architectural Firm for the design of the Amtrak Station.

motion | recommendation

Motion to select and negotiate with Associated Consulting International (ACi) or Helman Hurley Charvat Peacock (HHCP) to design the Amtrak Station. The negotiated contract would return to the City Commission for approval.

background

Amtrak Station

April 30, 2009 – City received notice of the \$950,000 FTA earmark for the “Amtrak Station Construction and Improvements, Winter Park”

November 23, 2009 – City Commission passed a Resolution authorizing the filing of applications with FTA for the funding.

March 8, 2010 – City Commission procured architectural services from Helman Hurley Charvat Peacock (HHCP) for the preparation of preliminary architectural drawings to aid in the future request for proposal (RFP) process to select a design/build team for the Amtrak Station project.

June 13, 2011 – City Commission passed a Resolution to execute a Joint Participation Agreement (JPA) with the FDOT for the Amtrak Station project.

July 26, 2011 – Executed the JPA.

RFQ for Continued Architectural Services

October 17, 2011 – RFQ for Continuing Contracts for Professional, Architectural and Engineering Services was issued.

January 11, 2012 – Following presentation of four top ranked firms the Selection Committee agreed to contract with Associated Consulting International (ACi) and Helman Hurley Charvat Peacock (HHCP) for continued architectural services.

February 13, 2012 – City Commission approved the continued architectural services contracts for ACi and HHCP.

Other Related Actions – Commuter Rail

August 11, 2008 – City Commission accepted the three voluntary architects (Drew Krecicki, Steve Feller and Jack Rogers) to develop the conceptual designs for the Commuter Rail canopies design to provide the FDOT with direction for design.

September 8, 2008 – City Commission approved the recommended style for the Commuter Rail canopy and structure design as advocated by the architects (Craftsman Style) to provide the FDOT with direction for design.

alternatives | other considerations

An alternative would to conduct an abbreviated request for qualifications (RFQ) specifically for the design of the Amtrak Station from Associated Consulting International (ACi) and Helman Hurley Charvat Peacock (HHCP). Included with this motion should be the requirement for the firms to respond to the RFQ within two weeks.

This alternative requires the City Commission to meet two more times and will delay the project four weeks without scheduling a special Commission meeting.

fiscal impact

The cost of this service is part of the \$1,187,500 budget for the Amtrak Station project.

strategic objective

Provide quality facilities and infrastructure.

Amtrak Station Project

FTA Earmark

April 30, 2009 – City received notice of the \$950,000 FTA earmark for the “Amtrak Station Construction and Improvements, Winter Park”.

FEDERAL TRANSIT ADMINISTRATION

TABLE 10A

FY 2009 Section 5309 Bus and Bus Facility Allocations

State	Earmark ID	SAFETEA-LU Project No.	Project	Allocation
CA	E2009-BUSP-176	459	Transbay Terminal/ Caltrain Downtown Extension Project	4,725,000
CA	E2009-BUSP-177		Transit Station Expansion Project (Metrolink Parking Lot), Rialto	285,000
CA	E2009-BUSP-178		Tri-Delta Transit Park and Ride Lots, Eastern Contra Costa County	641,250
CA	E2009-BUSP-179		Union City Intermodal Phase II - Commuter Rail Connection, Union City, Alameda County	475,000
CA	E2009-BUSP-180	35	Union City, CA Inter-modal Station, Phase 1: Modify BART station	959,310
CA	E2009-BUSP-181	195	Woodland Hills, CA Los Angeles Pierce College Bus Rapid Transit Station Extension	225,720
CA	E2009-BUSP-182	83	Woodland, CA Yolobus operations, maintenance, administration facility expansion and improvements to increase bus service with alternative fuel buses	451,440
CO	E2009-BUSP-183	449	City of Aspen, CO Bus and Bus Facilities	158,004
CO	E2009-BUSP-184	446	City of Durango, CO Bus and Bus Facilities	56,430
CO	E2009-BUSP-185	509	Colorado Association of Transit Agencies/Colorado Transit Coalition-Colorado Statewide Buses and Bus Facilities	7,130,000
CO	E2009-BUSP-186		Colorado Transit Coalition Statewide Bus and Bus Facilities	237,500
CO	E2009-BUSP-187	518	Denver Regional Transit District-Bus Maintenance Facility	823,000
CO	E2009-BUSP-188	520	Denver Regional Transit District-Denver Union Station Multimodal Renovations	549,000
CO	E2009-BUSP-189	521	Denver Regional Transit District-US 36 Corridor BRT	1,919,000
CO	E2009-BUSP-190	167	Denver, CO Denver Union Station Inter-modal Center	1,241,460
CO	E2009-BUSP-191	435	Denver, Colorado-Regional Transportation District Bus Replacement	451,440
CO	E2009-BUSP-192	441	Grand Valley Transit, CO Bus and Bus Facilities	112,860
CO	E2009-BUSP-193	188	Mountain Express, Crested Butte, CO Bus and Bus Facilities	112,860
CO	E2009-BUSP-194	444	Pueblo Transit, CO Bus and Bus Facilities	56,430
CO	E2009-BUSP-195	445	Roaring Fork Transit Authority, CO Bus and Bus Facilities	169,290
CO	E2009-BUSP-196	446	Steamboat Springs, CO Bus and Bus Facilities	169,290
CO	E2009-BUSP-197	450	Town of Snowmass Village, CO Bus and Bus Facilities	67,716
CO	E2009-BUSP-198	447	Town of Telluride, CO Bus and Bus Facilities	72,923
CT	E2009-BUSP-199		Bridgeport Intermodal Transportation Center	2,850,000
CT	E2009-BUSP-200	44	Bridgeport, Connecticut-Greater Bridgeport Transit Authority Bus Facility	112,860
CT	E2009-BUSP-201	478	Bridgeport, CT Facility Expansion/Improvement	750,000
CT	E2009-BUSP-202	90	Buses and bus related facilities throughout the State of Connecticut	1,354,320
CT	E2009-BUSP-203	523	Downtown Middletown, CT, Transportation Infrastructure Improvement Project	2,850,000
CT	E2009-BUSP-204	218	Enfield, Connecticut-Intermodal station	677,160
CT	E2009-BUSP-205	394	Hartford, CT Buses and bus-related facilities	902,880
CT	E2009-BUSP-206	267	Middletown, CT Construct intermodal center	338,580
CT	E2009-BUSP-207	589	New Haven, CT Bus Maintenance Facility	2,850,000
CT	E2009-BUSP-208	269	New London, Connecticut-Intermodal Transportation Center and Streetscapes	112,860
CT	E2009-BUSP-209	369	Norwalk, Connecticut-Pulse Point Joint Development Inter-modal facility	112,860
CT	E2009-BUSP-210	131	Stonington and Mystic, Connecticut-Intermodal Center parking facility and Streetscape	550,757
CT	E2009-BUSP-211	32	Torrington, CT Construct bus-related facility (Northwestern Connecticut Central Transit District)	461,440
CT	E2009-BUSP-212	270	Vernon, Connecticut-Intermodal Center, Parking and Streetscapes	1,715,472
CT	E2009-BUSP-213	657	Waterbury, CT Bus Maintenance Facility	3,400,000
DC	E2009-BUSP-214		Union Station Intermodal Transportation Center, Washington	475,000
DE	E2009-BUSP-215		Automotive-Based Fuel Cell Hybrid Bus Program	475,000
DE	E2009-BUSP-216	169	Delaware-University of Delaware Fuel Cell Bus Deployment	112,860
FL	E2009-BUSP-217		Amtrak Station Construction and Improvements, Winter Park	950,000
FL	E2009-BUSP-218		Bay County Transit Facility Upgrade	712,500
FL	E2009-BUSP-219	470	Bay County, FL - Transit Facility	549,000
FL	E2009-BUSP-220	297	Broward County, FL - Purchase Buses and construct bus facilities	451,440
FL	E2009-BUSP-221	69	Broward County, FL Buses & Bus Facilities	1,467,180
FL	E2009-BUSP-222	479	Broward County-Bus and Bus Facilities	549,000
FL	E2009-BUSP-223	117	Broward, FL Purchase new articulated buses and bus stop improvements on State Road 7. (SR 7) between Golden Glades Interchange and Glades Road	112,860
FL	E2009-BUSP-224		Bus Facility, North Bay Village	475,000
FL	E2009-BUSP-225		Bus Replacement for LeeTran Transit System, Lee County	475,000
FL	E2009-BUSP-226		Central Avenue BRT Corridor Station Development and Enhancements	475,000
FL	E2009-BUSP-227	453	Central Florida Commuter Rail Intermodal Facilities	810,000
FL	E2009-BUSP-228	488	Central Florida Regional Transportation Authority-LYNX Bus Fleet Expansion Program	1,372,000
FL	E2009-BUSP-229	498	City of Gainesville Regional Transit System-Facility Expansion	274,000
FL	E2009-BUSP-230	508	Collier County Transit-Transit Facility	274,000
FL	E2009-BUSP-231		Construction of Bus Stations in Altamonte, Lake Mary, Longwood, and Sanford	1,425,000
FL	E2009-BUSP-232		Construction of Transit Facilities and Bus Replacement, St. Johns County Council	1,472,500
FL	E2009-BUSP-233		Design, Acquisition of ROW, and Construction of the Regional Intermodal Terminal Center, Jacksonville	475,000
FL	E2009-BUSP-234	23	Design, engineering, right-of-way acquisition and construction intermodal transportation & parking facility, City of Winter Park	112,860 a/
FL	E2009-BUSP-235	439	Design, engineering, right-of-way acquisition, and construction Central Florida Commuter Rail intermodal facilities	1,128,600 a/
FL	E2009-BUSP-236		Doral Transit Circulator Program, City of Doral	475,000
FL	E2009-BUSP-237	80	Flagler County, Florida-buses and bus facility	67,716 a/ b/

Amtrak Station Project

Resolution No. 2038-09

November 23, 2009 – City Commission passed a Resolution authorizing the filing of applications with FTA for the funding.

RESOLUTION NO. 2038-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

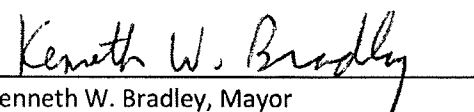
WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant, and may request the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

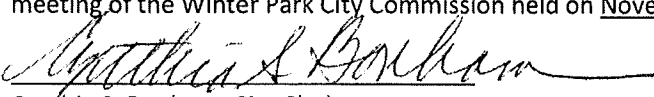
NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Winter Park, Florida:

- 1) The City Manager or his/her designee is authorized to execute and file application for Federal assistance on behalf of the City of Winter Park, Florida, with the Federal transit Administration for Federal Assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.
- 2) The City Manager or his/her designee is authorized to execute and file with its application the annual certification and assurances and other document the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.
- 3) The City Manager or his/her designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Winter Park, Florida.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 23rd day of November, 2009.


Kenneth W. Bradley, Mayor

ATTEST: The undersigned duly qualified City Clerk, acting on behalf of the City of Winter Park, Florida, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Winter Park City Commission held on November 23, 2009.


Cynthia S. Bonham, City Clerk

Date 11-23-09

11-23-09

MINUTES

Public Hearings:

- a) RESOLUTION NO. 2038-09: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

Attorney Brown read the resolution by title. City Manager Knight explained that this is the \$950,000 for the Amtrak Station; not commuter rail. Discussion ensued regarding the Federal funds that have been earmarked for Winter Park, the process the FTA says the City has to go through to make application for those funds, where the money has been placed and how this money is applicable to remodeling the station. City Manager Knight stated that they are working with FTA to obtain information regarding the rules and what the money can be used for; i.e., new building or remodeling, etc. He explained that this will come back to the Commission for approval before applying for the funds.

Commissioner Dillaha disagreed with not having all the details ahead of time before moving forward. City Manager Knight explained this is the next step in the process so the rest of the answers can be forthcoming. Commissioner Dillaha addressed unclear language in the agreement that Attorney Brown clarified. He explained that this is only asking permission to file for the grant and that the detailed grant application will come to the Commission for approval. Commissioner Dillaha elaborated on her research and what she believed the funds can be used for and cannot be used to rebuild the Amtrak station. She stated she is not comfortable with this at this time and will not support the resolution. No public comments were made.

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

Amtrak Station Project

Preliminary Architectural Services

March 8, 2010 – City Commission procured architectural services from Helman Hurley Charvat Peacock (HHCP) for the preparation of preliminary architectural drawings to aid in the future request for proposal (RFP) process to select a design/build team for the Amtrak Station project.

3-8-10

MINUTES

Action Items Requiring Discussion:

a. Amtrak Station building renovation

Assistant Public Works Director Don Marcotte presented the FTA schedule and the RFP process schedule. He stated that Helman Hurley Charvat Peacock (HHCP) is the best fit for the architectural services since they have been previously contracted with FDOT and has been working in concert with three local Winter Park architects to complete 100% of the design with an architectural style that best fits downtown Winter Park. He stated he is seeking approval this evening for the preliminary architecture done with HHCP. He stated he hopes the construction of the building coincides with the construction of commuter rail and they are anticipating construction beginning in March 2011. Mr. Marcotte answered questions.

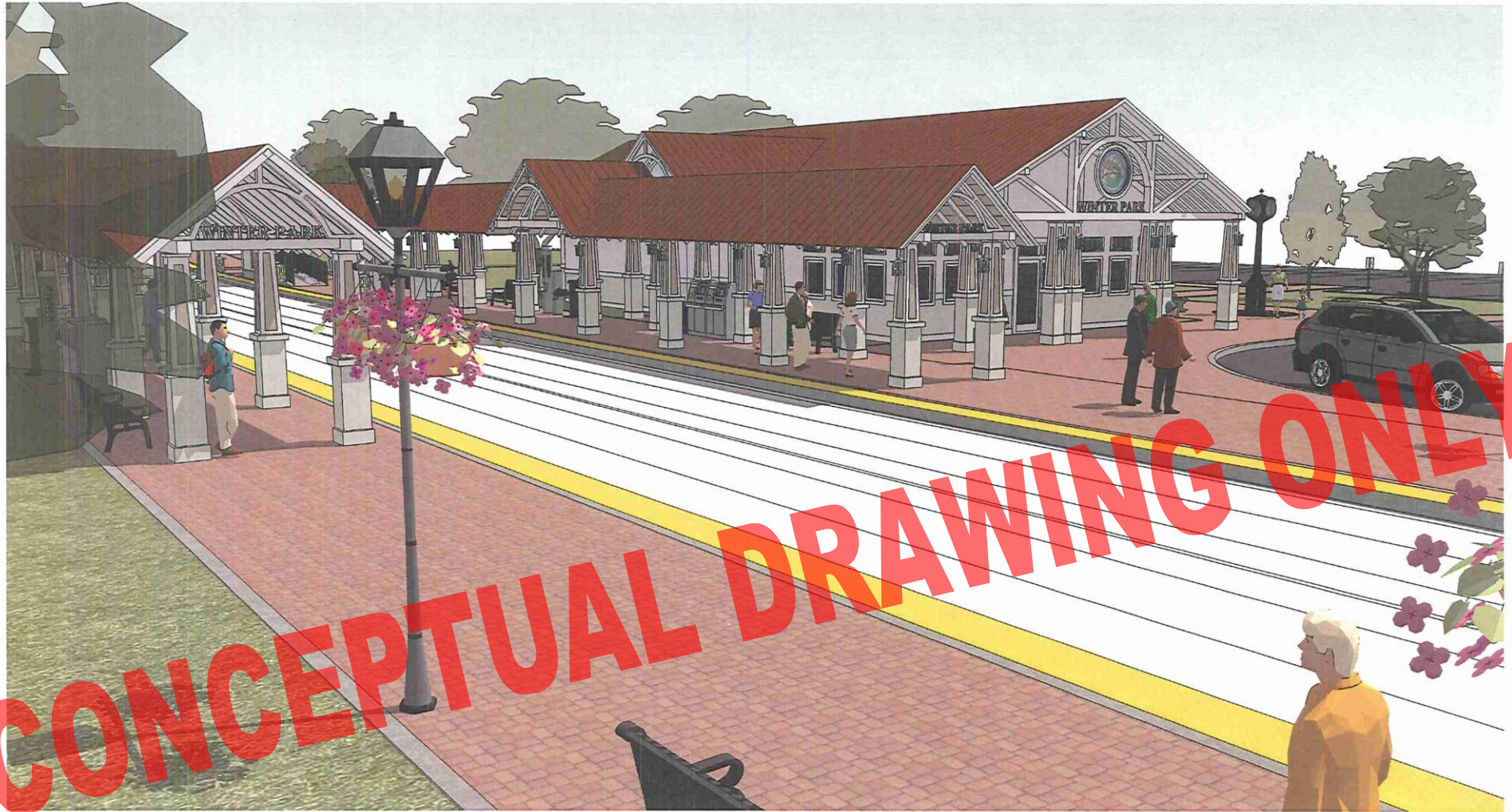
Motion made by Mayor Bradley to procure architectural services from Helman Hurley Charvat Peacock (HHCP) for the preparation of preliminary architectural drawings to aid in the future request for proposal (RFP) process to select a design/build team for the project. The motion was seconded by Commissioner Diebel.

Commissioner Dillaha asked if we need the drawings to make application for the funds. Mr. Marcotte explained they are meeting with the FTA this month to discuss those details and what goes in with the application. Mayor Bradley stated that both Congressman Mica and Congresswoman Brown have stated the funding is there. Commissioner Dillaha stated she wants to make sure the money is there for Winter Park and asked about the timing of the funding versus the submittal of the designs. Mr. Marcotte stated until they meet with them they do not yet know what they will need for the application but believed they would want preliminary conceptual drawings. City Manager Knight stated they have been assured the money is there and available to us and that we want to do the design so we are ready for the RFP process.

Commissioner Dillaha asked if they should wait until the meeting with the FTA next week to better understand the requirements and vote on this on the March 22 agenda. Mayor Bradley stated this process has to be done and did not agree with delaying the beginning of the design. Commissioner Diebel agreed. City Manager Knight stated he does not want to be behind on the commuter rail project but that waiting two weeks should not impact the process. Commissioner Bridges questioned the funding and the sources of the money for the project. Mr. Marcotte stated the match for commuter rail is no longer necessary and that the Federal Government and the State are paying the entire \$3 million so the City no longer has to worry.

Upon questioning by Commissioner Bridges, Mr. Marcotte further explained the budget for this project. Commissioner Anderson asked where the \$25,000 for this request is coming from. It was clarified it will come from previously allocated CRA funds. Commissioner Anderson did not see the need to delay this request two weeks. Commissioner Diebel agreed and stated that this also takes care of the capital request for the restrooms in Central Park. No public comments were made.

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





CONCEPTUAL DRAWING ONLY



CONCEPTUAL DRAWING ONLY



Amtrak Station Project

Resolution No. 2085-11

June 13, 2011 – City Commission passed a Resolution to execute a Joint Participation Agreement (JPA) with the FDOT for the Amtrak Station project.

RESOLUTION NO. 2085-11

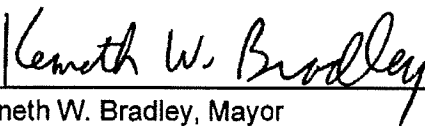
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE A PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE WINTER PARK TRAIN STATION/AMTRAK STATION RECONSTRUCTION PROJECT.

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

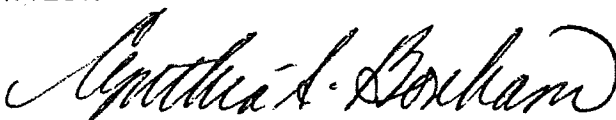
WHEREAS, the State of Florida Department of Transportation has requested the City of Winter Park, Florida, to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement, Financial Project Number 426791-1-94-01 for the aforementioned project,

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

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


Kenneth W. Bradley, Mayor

ATTEST:


Cynthia S. Bonham, City Clerk

6-13-11

MINUTES

- d. RESOLUTION NO. 2085-11: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE A PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE WINTER PARK TRAIN STATION/AMTRAK STATION RECONSTRUCTION PROJECT

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

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

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

Commissioner Cooper spoke about the sentence in the JPA: "This Amtrak Station Construction project calls for the reconstruction of the existing train station building, at its same current location, for the same current use, with no alterations to the existing railroad tracks." She asked if they are discussing moving it. Mr. Marcotte responded that we are going through some iterations with the architects in a more logical configuration which would keep Amtrak in operation and build a new station adjacent to it shifted to the south. He stated that will be brought back to the Commission. There was discussion regarding the ordinance in place that structures will not be built in Central Park and whether or not moving the station 100' feet constitutes a violation of the ordinance.

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

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

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

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

Commissioner Cooper reiterated her need to obtain a good understanding of what would be the impact to getting this done if we did not submit this document until end of July and why it is imperative that this be done before hearing from the Governor regarding commuter rail. Mr. Marcotte stated it needs to be executed by September in order to use the funding by 2013 and if that slips he did not know that they would be in line for that funding. Commissioner Leary asked Commissioner Cooper what her hesitancy is on this. She responded that it is a design issue and what they are putting out there and if it is an Amtrak station or an Amtrak/SunRail station. Mayor Bradley again clarified the resolution states it is an Amtrak station.

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

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

Amtrak Station Project

JPA

July 26, 2011 – Executed the JPA.

The JPA includes the project budget and the project schedule.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

133 S. Semoran Blvd.
Orlando, FL 32807

ANANTH PRASAD, P.E.
SECRETARY

August 5, 2011

Mr. Don Marcotte, PE
Assistant Public Works Director
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Subject: Joint Participation Agreement
FM NUMBER 426791-1-94-01
CONTRACT NUMBER AQD32
ORANGE COUNTY

Dear Mr. Marcotte:

Enclosed for your information and use is a fully executed Joint Participation Agreement, dated July 26, 2011.

If you have any questions, please call the Diane Poitras or me.

Sincerely,

Karen Adamson
Supervisor Transit and Intermodal Programs
District Five

KA/dp

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

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

Financial Project No(s): (Item-segment-phase-sequence) 426791-1-94-01	Fund: 010 Function: 683 Federal No.: n/a DUNS No.: 80-939-7102	FLAIR 088809 Object Code: 790072 Org. Code: 55052000531 Vendor No.: F596000456002
Contract No.: <u>AQD32</u>	CFDA Number: 20.500	CSFA Number: n/a

THIS AGREEMENT, made and entered into this 26th day of July, 2011,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and City of Winter Park
401 Park Avenue South, Winter Park, FL 32789
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before December 30, 2013 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
the implementation of an integrated and balanced transportation system and is authorized under
341.053

Florida Statutes, to enter into this Agreement.

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

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

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

2.00 Accomplishment of the Project

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

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

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

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

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

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

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

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

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

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

6.00 Project Budget and Payment Provisions:

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

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

7.00 Accounting Records:

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

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

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

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

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

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

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

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

7.62 Audits:

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

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

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

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

A. The Department at each of the following addresses:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.00 Requisitions and Payments:

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

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

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

8.13 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

9.00 Termination or Suspension of Project:

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

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

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 30, 2013. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify: The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No(s) 426791-1-94-01

Contract No. A0D32

Agreement Date 7-26-2011

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

City of Winter Park
AGENCY NAME

Randy B. Knight
SIGNATORY (PRINTED OR TYPED)

[Signature]
SIGNATURE

Cty Manager
TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

[Signature]
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

[Signature]
DEPARTMENT OF TRANSPORTATION

District Director of Transportation Development
TITLE

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789 dated 7-26-2011.

PROJECT LOCATION:

City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Mr. Don Marcotte, PE
Assistant Public Works Director
(407) 599-3424

PROJECT DESCRIPTION:

Amtrak Station Construction and Improvements in Winter Park, FL with funding provided from Federal Transit Administration FY 2009 Section 5309 Bus and Bus Facility Earmark E2009-BUSP-217. Funds will be used for the development of railway station design, architectural plan development, engineering development, and building reconstruction of the Winter Park Train Station located at 150 West Morse Boulevard, Winter Park, FL. Further detailed in Attachment One.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Management Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

EXHIBIT "B" **PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789 dated 1-26-2011.

I. PROJECT COST:

Architectural & Engineering for	
Construction Plan Development	\$ 110,000.00
Project Administration	\$ 80,000.00
Construction Management	\$ 50,000.00
Construction	\$ 947,500.00

TOTAL PROJECT COST	\$1,187,500.00
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II. PARTICIPATION:

Maximum Federal Participation

FTA, FAA	(%)	or	\$
Agency Participation			
In-Kind	(%)		\$
Cash	(20%)		\$ 237,500.00
Other	(%)		\$

Maximum Department Participation,

Primary			
(DS)(DDR)(DIM)(PORT)	(%)	or	\$
Federal Reimbursable (DU)(FRA)(DFTA)(80%)	or	\$ 950,000.00
Local Reimbursable (DL)	(%)	or	\$

TOTAL PROJECT COST	\$1,187,500.00
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EXHIBIT "C"
(GENERAL)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789, dated 7-26-2011,

referenced by the above Financial Project Number.

This Agreement is in conformance with Chapter 341.053, Florida Statutes.

The CITY shall comply with applicable Federal laws and regulations, including but not limited to, Federal Transit Administration (FTA) laws at 49 USC Chapter 53, FTA regulations and other Federal laws and regulations that contain requirements applicable to FTA recipients and the FTA assisted procurements. These laws and regulations include, but are not limited to:

- a. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18 ("Common Grant Rules").
- b. FTA Certifications and Assurances for Federal FY 2011, found <http://fta.dot.gov/documents/2011-Cert-Appendix.A.pdf>
- c. FTA Circular 4220.1(f) and as revised from time to time.
- d. FTA Circular 5010.1D, and as revised from time to time.
- e. FTA Circular 9300.1B, and as revised from time to time.
- f. State and Local laws and ordinances, to the extent that said laws and ordinances are not inconsistent with Federal laws and regulations.
- g. The CITY must maintain control over the real property and the facility constructed thereon to ensure that it is used in transit service. All uses must be compatible with the approved purposes of the project and must not interfere with intended public transportation uses of project assets. Additionally, the CITY must keep the facilities and the property in good operating order. An effective maintenance plan shall be established and adhered to by CITY. Said plan shall include the goals and objectives of the maintenance program so as to assure that the facilities are fit for their intended purpose and that they are safe and secure.
- h. 49 USC Section 5325, requiring, among other things that procurement of engineering services be based on a qualifications based procurement process and that the procurement of engineering services comply with the "Brooks Act", 40 USC Sections 1101 through 1104, and that third party contracts awarded hereunder are awarded in accord with the dictates of section
- i. Compliance with the Common Grant Rules and the FTA Circular for bond requirements that include and require a Bid Guarantee, a Performance Bond and a Payment Bond, all with an acceptable surety; and
- j. Seismic Safety in accord with 42 USC Sec. 7701, et seq, and DOT Seismic Safety, 49 CFR Sections 41.117 and 41.120, implementing the Earthquake Hazards Reduction Act of 1977, as amended at 42 USC, Sections 7701, et seq.; and

- k. Value Engineering in accord with the Common Grant Rules; and
- l. Equal Employment Opportunity (EEO) in accord with the Common Grant Rules that require that third party construction contracts include provisions ensuring compliance with Department of Labor regulations included at 41 CFR Chapter 60; and
- m. 49 USC Section 5333(a), Davis Bacon Act, requires prevailing wage protections for laborers and mechanics employed on FTA assisted construction , alteration or repair project, and Common Grant Rules that require third party contracts for construction, alteration or repair at any contract tier exceeding \$2,000.00 to include provisions requiring compliance with Davis-Bacon Act, 40 USC Sections 3141 et seq, and implementing Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Cosntction, 29 USC Part 5; and
- n. Section 1 of the Copeland "Anti-Kickback" Act, at 18 USC Section 874; and
- o. Common Grant Rules that require compliance with Construction Safety regulations found at Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and its implementing Department of Labor regulations ("Safety and Health Regulations for Construction", 29 CFR 1926; and
- p. Buy America regulations as set forth in 49 USC 5323(j) and in 49 CFR Part 661, and any amendments thereto; and
- q. Americans with Disabilities Act (ADA) and all rules, regulations and guidelines associated therewith, including Appendix A of 49 CFR Part 37 modifying the Americans with Disabilities Act Accessibility Guidelines (ADAAG), thereby requiring that building and facilities must comply with the ADAAG and DOT regulations found at 42 USC Sections 12101, et seq.
- r. U.S. Department of Transportation, Title VI Regulations at 49 CFR 21.9(d) and as further defined and described in Chapter IV, Section 5 of FTA Circular C 4702.1A and associated rules and regulations
- s. Terms and conditions of the FTA Master Agreement by and between the Florida Department of Transportation and the FTA.

JPA Modifications

- 1. Delete subparagraph 4.10 [c] in its entirety.
- 2. Add the following sentence at the end of the existing paragraph 7.40: "Such records shall be maintained by the Agency for five years after final payment and made available upon the Department's request."
- 3. Add the following paragraph at the end of the existing paragraph 8.11: "Invoices shall indicate the percentage of project completion and shall be signed by a responsible employee of the Agency certifying that the invoice accurately reflects the actual progress of the project."
- 4. Delete the following language from the end of paragraph 8.30: "and costs attributable to goods and services received under a contract or other arrangements which has not been

approved in writing by the Department.”

5. Delete paragraphs 12.10 and 12.20 in their entirety and replace it with the following language
“It is understood and agreed by the parties hereto that participation by the Department in this project is contingent on the agency complying in full with all provisions of Chapter 287, Florida Statutes.” Florida Counsel for the Agency shall provide written certification to the Department of the Agency’s compliance with Chapter 287, prior to request for reimbursement.

“Department shall give City 20 days written notice and opportunity to cure any alleged violation of any law or regulation which the City must comply with pursuant to this contract. City will not be in default if it cures any failure to comply with such law or regulation within the 20 day cure period. If the violation cannot be cured in 20 days, then City shall not be in default if it commences cure within the cure period and continues to work in good faith to achieve cure within a reasonable period of time.”

6. Delete the following language from paragraph 22.00 “Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless bid specifications, purchase order or contract specifies otherwise,” and replace it with the following language:
“Upon receipt, the Department has twenty (20) working days to inspect and approve the goods and services unless bid specifications, purchase order or contract specifies otherwise.”

The Parties further agree that all terms and conditions of the JPA not specifically modified or amended by this exhibit shall remain in full force and effect.

EXHIBIT "D"

Federal Resources Awarded to the Recipient Pursuant To This Agreement Consist Of The Following:

Federal Agency: Federal Transit Administration, Department of Transportation

Authorization: 49 U.S.C. 5309

CFDA #: 20.500 Federal Transit Capital Investment Grants

Amount: \$ 950,000.00

Compliance Requirement:

Allowed Activities:

Funds may be used to assist State and local governmental authorities in financing: capital projects for new fixed guideway systems, and extensions to existing fixed guideway systems, including the acquisition of real property, the initial acquisition of rolling stock for the systems, and the acquisition of rights of way, and relocation, for fixed guideway corridor development for projects in the advanced stages of alternatives analysis or preliminary engineering; capital projects, the acquisition, construction, reconstruction and improvement of facilities and equipment for use by operation or lease or otherwise in mass transportation service, including property and improvements needed for an efficient and coordinated mass transportation system, including buses and bus facility equipment; the capital costs of coordinating transit with other transportation; and the introduction of new technology, through innovative and improved transportation; and the introduction of new technology, through innovative and improved products. Consideration may also be given for projects which enhance urban economic development; establish new or enhanced coordination between transit and other transportation; or enhance the effectiveness of a transit project and are related physically or functionally to that transit project. It could also include financing for transit projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities; for the development of corridors to support fixed guideway systems, including protecting rights of way through acquisition, construction of dedicated bus and high occupancy vehicle lanes and park-and-ride lots, and other nonvehicular capital improvements that the Secretary may decide would result in increased transit usage in the corridor.

Eligibility:

Applicant Eligibility

Public agencies, including States; municipalities and other subdivisions of States; public agencies and instrumentalities of one or more States; and public corporations, boards, and commissions established under State law. Applicant must have legal, financial, and technical capacity to carry out proposed project, including safety and security aspects, and maintain facilities and equipment purchased with Federal assistance. Fixed Guideway formula funds are apportioned by formula to urbanized areas over 200,000 population with fixed guideway segments at least one mile long that are over seven years old. Bus and New Starts programs are allocated entirely to projects designated by Congress. Private non-profit organizations are not eligible direct recipients.

Beneficiary Eligibility

The general public, both users and non-users of public transportation. Public agencies, although private transportation companies may participate through contractual arrangements with public agency grantee.

Compliance Requirements Applicable To The Federal Resources Awarded Pursuant To This Agreement Are As Follows:

The recipient of Formula Grants for Federal Transit Capital Investment Grant funding must comply with the statutory requirements in 341.053 Florida Statutes, 49 USC 5309, and guidance of FTA Circular 9300.1A.

ATTACHMENT ONE

1). Detailed Project Description:

E2009-BUSP-217 Amtrak Station Construction and Improvements, Winter Park, \$950,000, local share \$237,500, total project cost \$1,187,500, for the development of railway station design, architectural plan development, engineering development, and building reconstruction of the Winter Park Train Station to serve railway passengers, with passenger amenities, possibly including mixed use features such as concessions, retail, etc. to accommodate rail passengers.

Operating for the service of Amtrak and its passengers, the existing Winter Park Train Station, constructed in 1962, is owned by the City of Winter Park. At 1,163 square feet of passenger lobby and ticket office space, reconstruction of a new train station building, affording increased public space, is needed to provide upgraded facilities and technological amenities to all rail passengers. The construction of a new replacement train station that makes more efficient use of this 24,254 square-foot parcel will provide for larger public spaces, modern amenities, and concessions thereby improving the rail experience in Winter Park, Florida. This Amtrak Station Construction project calls for the reconstruction of the existing train station building, at its same current location, for the same current use, with no alterations to the existing railroad tracks. Therefore, no impact to the number of employees or cars will result.

In relation to existing transit, LYNX, the bus transit provider for the Orlando Urban area, currently has two routes that serve the Winter Park/Amtrak Station. Link 102, a major north-south route, serves the station Monday thru Sunday and holidays with 30 minute headways. Service on Link 102 begins at 5:00 a.m. and ends at midnight. Link 443, an east-west route, serves the station Monday thru Sunday and holidays with one-hour headways. Service on Link 443 begins at 5:00 a.m. and ends at 8:20 p.m. LYNX receives FTA Section 5307 funding for bus service. The Winter Park/Amtrak Station will also be served by a second connection to transit when the SunRail project is completed.

2). Deliverables:

100% construction plans, construction documents, final report, as-built plans.

3).	Task	Activity	Start	Complete
	1	Grant Award Process & Executed Grant Agreement Complete	9/2011	12/2011
	2	100% Construction Plan Development	1/2012	3/2012
	3	FDOT Construction Plan Approval	4/2012	5/2012
	4	FDOT Bid Document Approval	5/2012	6/2012
	5	Notice to Proceed issued to Winter Park by FDOT	7/2012	7/2012
	6	Project to Bid and City Commission Award	8/2012	9/2012
	7	Pre-construction Meetings and preparation	10/2012	11/2012
	8	Project Construction	1/2013	8/2013
	9	Project Closeout and Final Payment Request	9/2013	10/2013

Poitras, Diane

From: The job FI989HLR
Sent: Wednesday, July 20, 2011 3:31 PM
To: Poitras, Diane
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQD32

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQD32 Contract Type: AH Method of Procurement: G
Vendor Name: WINTER PARK
Vendor ID: VF596000456002
Beginning date of this Agmt: 07/25/11
Ending date of this Agmt: 12/30/13
Contract Total/Budgetary Ceiling: ct = \$950,000.00

Description:

To provide funding for the Amtrak Station construction and i mprovements in Winter Park, FL.

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT	YEAR	
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS			

Action: ORIGINAL Funds have been: APPROVED

55 052000531	*PT	*790072	*	950000.00	*42679119401	*683	*20.500
2012		*55100100			*088809/12		
0001		*00	*		*0001/04		

TOTAL AMOUNT: *\$ 950,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 07/20/2011

- 4). Total project cost - \$1,187,500.00
Earmarked E2009-BUSP-217
Funding = \$950,000.00

City of Winter Park Required
20% Match = \$237,500.00

Architectural & Engineering for Construction Plan Development \$ 110,000
Includes typical architectural and engineering services for the development of final site design, station elevations, floor plans, site evaluations, civil engineering, and construction plans for the construction of the new train station.

Project Administration \$ 80,000
Includes responsibility for typical construction administrative services such as: contract management, progress meetings, payout applications, EEO/DBE requirements

Construction Management \$ 50,000
Oversee the day to day construction tasks of the project

Construction \$ 947,500
Demolition, site clearing, site grading, and construction of the new train station building and exterior areas

TOTAL \$1,187,500

RFQ for Continued Architectural Services

RFQ

October 17, 2011 – RFQ for Continuing Contracts for Professional, Architectural and Engineering Services was issued.

January 11, 2012 – Following presentation of four top ranked firms the Selection Committee agreed to contract with Associated Consulting International (ACi) and Helman Hurley Charvat Peacock (HHCP) for continued architectural services.

February 13, 2012 – City Commission approved the continued architectural services contracts for ACi and HHCP.

AGREEMENT
CITY OF WINTER PARK CONTINUING CONTRACT
FOR SERVICES

This is a continuing contract agreement made this 13th day of February, 2012, by and between the City of Winter Park, hereinafter referred to as the "City", and Associated Consulting International (ACi), hereinafter referred to as the "Consultant".

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 Consultant agrees to provide the services hereinafter mentioned. The work provided by Consultant 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. The Consultant agrees that from time to time during the term hereof, the City may assign work under this Contract by issuing a work order that describes the scope, schedule and work required. The procedures for the issuance of the work order will be described hereinafter, and the work subject to this Contract are provided hereinafter. The Consultant agrees that the City has no obligation to issue work orders, and this is not a requirements contract of any type, and the sole purpose of this Contract is to allow the City to obtain the services subject to this Contract when the policies and procedures of the City allow such purchase to be made pursuant to the Continuing Contract because of the dollar value or nature of the purchase consistent with the procedures and policies of the City.

2. Consultant. The Consultant is: an Architectural Firm with a principal address at 955 North Pennsylvania Avenue, Winter Park, FL 32789. Consultant certifies that it is fully qualified for the work subject to this Contract and has all licenses and permits required for the work subject to this Contract.

3. Scope of Services. Consultant agrees to furnish services as specified hereinafter: See Exhibit A - ACi 2012 Standard Rate Schedule.

Pricing for the services are set out on the basis of units established in this paragraph, hereinabove.

4. Procedure For Work Order. The City will issue a work order describing the scope, schedule and other details deemed essential by the City for each project assigned to the Consultant. Consultant will complete each assigned work order within the time period mutually agreed between the parties. The mutually agreed time for completion shall be set out in the work order. The Consultant shall comply with all City specifications and Codes in effect at the time the work is performed.

Consultant will furnish all services as described herein and in accordance with the work orders and contract documents, including but not limited to mobilization, insurance, supervision, and other miscellaneous items necessary to provide completed services, products or materials as set out in the work order and to the satisfaction of the City. The compensation payable to the Consultant shall be based upon the Rate Schedule set out hereinabove and stipulated in the work order. No other compensation shall be due Consultant.

5. Assignment of Work. This is not a requirements contract and the City retains full discretion whether to award work orders to the Consultant. Although the City reserves its discretion regarding issuance of awards, it is typical that the City has selected other firms as providers of the same or substantially similar and equivalent services and has entered similar continuing contract agreements with said firms. If there are multiple firms, then the City, at its sole discretion, may select which firm to purchase such services. It is the City's intention to distribute work equitably among the selected firms. The City reserves the right to remove any firm at the sole discretion of the City.

6. Term of the Contract. The term of this Continuing Contract is one year with an option, assuming mutual agreement, to renew on an annual basis, not to exceed five years. Either party may terminate its obligations under this Continuing Contract by delivering written notice to the other party. Termination is effective upon delivery of notice. However, unless there is a default that is not cured within five (5) days of written notice, neither party shall terminate the other when a work order is in progress. Notwithstanding the foregoing, the City reserves the right to terminate the Contract at any time if the Consultant 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.

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 standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Consultant's services.

d. Insurance and Indemnity. The City will require the following schedule and value (coverage amounts) of insurance:

Commercial General Liability \$1M each/\$2M aggregate coverage
Automobile Liability \$1M each/\$2M aggregate coverage
Workers Compensation Insurance \$1 Million coverage
Professional Liability Insurance \$2 Million coverage

Consultant shall indemnify and hold harmless the City of Winter Park from and against any and all claims by third parties to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the Consultant. Additionally, the parties reserve all rights and remedies provided by Florida law. Consultant acknowledges separate and adequate consideration paid by City to support this indemnity, which will be \$500.00 from the first assigned work order with said \$500.00 being deducted from the balance otherwise due under the work order.

e. Additional Services. If Consultant contends that any work assigned is outside the express scope of the services set out in this Continuing Contract, hereinabove, then Consultant shall notify the City in writing before commencing the work that additional services will be charged. The work will not begin until such time as the parties reach mutual agreement regarding the appropriate amount that will be paid for additional services, and this will be expressly set out in the work order for the job. In such event, the City reserves the right to go to the next Consultant on the rotation list and may use that vendor in the event that Consultant determines that additional services are not presented with respect to the work order at issue.

f. Effective Date. This Contract is effective on the first date written hereinabove.

CITY OF WINTER PARK

BY: Kenneth W. Bradley
Printed Name: Kenneth W. Bradley
Title: Mayor
Date: 2-13-12

ATTEST

By: Cynthia S. Bonham
Printed Name: Cynthia S. Bonham
Title: City Clerk
Date: 2-13-12

CONSULTANT

BY: Larry H. Adams Jr.
Printed Name: Larry H. Adams Jr.
Title: President
Date: 01-26-12

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26 day of January, 2012 by LARRY H. ADAMS JR., 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.

Suzanne M. DiBerardino
NOTARY PUBLIC

SUZANNE M. DiBERARDINO
(Name typed or printed)

(Seal)

Commission Expires: 4/13/2014

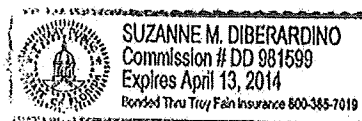


EXHIBIT A

ACi

2012 Standard Hourly Rate Schedule

Principal	200.00/Hour
Project Manager	150.00/Hour
Project Design Architect	115.00/Hour
Project Architect	115.00/Hour
Senior Job Captain	100.00/Hour
Intern Architect	80.00/Hour
Job Captain	80.00/Hour
Designer	80.00/Hour
Typist	65.00/Hour

(Note: above rates are subject to annual salary increases)



955 NORTH PENNSYLVANIA AVENUE WINTER PARK, FLORIDA 32789-2463 VOICE 407.740.8405 FAX 407.740.8406
www.acistudios.com
DEVELOPMENT MANAGEMENT ARCHITECTURE AA 0002940

AGREEMENT
CITY OF WINTER PARK CONTINUING CONTRACT
FOR SERVICES

This is a continuing contract agreement made this 13th day of February, 2012, by and between the City of Winter Park, hereinafter referred to as the "City", and Helman Hurley Charvat Peacock/Architects, Inc. (HHCP), hereinafter referred to as the "Consultant".

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 Consultant agrees to provide the services hereinafter mentioned. The work provided by Consultant 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. The Consultant agrees that from time to time during the term hereof, the City may assign work under this Contract by issuing a work order that describes the scope, schedule and work required. The procedures for the issuance of the work order will be described hereinafter, and the work subject to this Contract are provided hereinafter. The Consultant agrees that the City has no obligation to issue work orders, and this is not a requirements contract of any type, and the sole purpose of this Contract is to allow the City to obtain the services subject to this Contract when the policies and procedures of the City allow such purchase to be made pursuant to the Continuing Contract because of the dollar value or nature of the purchase consistent with the procedures and policies of the City.

2. Consultant. The Consultant is: an Architectural Firm with a principal address at 222 West Maitland Blvd, Maitland, FL, 32751. Consultant certifies that it is fully qualified for the work subject to this Contract and has all licenses and permits required for the work subject to this Contract.

3. Scope of Services. Consultant agrees to furnish services as specified hereinafter: See Exhibit A - HHCP 2012 Standard Rate Schedule.

Pricing for the services are set out on the basis of units established in this paragraph, hereinabove.

4. Procedure For Work Order. The City will issue a work order describing the scope, schedule and other details deemed essential by the City for each project assigned to the Consultant. Consultant will complete each assigned work order within the time period mutually agreed between the parties. The mutually agreed time for completion shall be set out in the work order. The Consultant shall comply with all City specifications and Codes in effect at the time the work is performed.

Consultant will furnish all services as described herein and in accordance with the work orders and contract documents, including but not limited to mobilization, insurance, supervision, and other miscellaneous items necessary to provide completed services, products or materials as set out in the work order and to the satisfaction of the City. The compensation payable to the Consultant shall be based upon the Rate Schedule set out hereinabove and stipulated in the work order. No other compensation shall be due Consultant.

5. Assignment of Work. This is not a requirements contract and the City retains full discretion whether to award work orders to the Consultant. Although the City reserves its discretion regarding issuance of awards, it is typical that the City has selected other firms as providers of the same or substantially similar and equivalent services and has entered similar continuing contract agreements with said firms. If there are multiple firms, then the City, at its sole discretion, may select which firm to purchase such services. It is the City's intention to distribute work equitably among the selected firms. The City reserves the right to remove any firm at the sole discretion of the City.

6. Term of the Contract. The term of this Continuing Contract is one year with an option, assuming mutual agreement, to renew on an annual basis, not to exceed five years. Either party may terminate its obligations under this Continuing Contract by delivering written notice to the other party. Termination is effective upon delivery of notice. However, unless there is a default that is not cured within five (5) days of written notice, neither party shall terminate the other when a work order is in progress. Notwithstanding the foregoing, the City reserves the right to terminate the Contract at any time if the Consultant 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.

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 standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Consultant's services.

d. Insurance and Indemnity. The City will require the following schedule and value (coverage amounts) of insurance:

Commercial General Liability \$1M each/\$2M aggregate coverage
Automobile Liability \$1M each/\$2M aggregate coverage
Workers Compensation Insurance \$1 Million coverage
Professional Liability Insurance \$2 Million coverage

Consultant shall indemnify and hold harmless the City of Winter Park from and against any and all claims by third parties to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the Consultant. Additionally, the parties reserve all rights and remedies provided by Florida law. Consultant acknowledges separate and adequate consideration paid by City to support this indemnity, which will be \$500.00 from the first assigned work order with said \$500.00 being deducted from the balance otherwise due under the work order.

e. Additional Services. If Consultant contends that any work assigned is outside the express scope of the services set out in this Continuing Contract, hereinabove, then Consultant shall notify the City in writing before commencing the work that additional services will be charged. The work will not begin until such time as the parties reach mutual agreement regarding the appropriate amount that will be paid for additional services, and this will be expressly set out in the work order for the job. In such event, the City reserves the right to go to the next Consultant on the rotation list and may use that vendor in the event that Consultant determines that additional services are not presented with respect to the work order at issue.

f. Effective Date. This Contract is effective on the first date written hereinabove.

CITY OF WINTER PARK

BY: Kenneth W. Bradley
Printed Name: Kenneth W. Bradley
Title: Mayer
Date: 2-13-12

ATTEST

By: Cynthia S. Bonham
Printed Name: Cynthia S. Bonham
Title: City Clerk
Date: 2-13-12

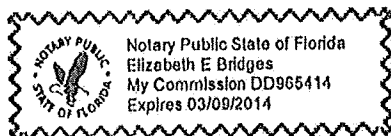
CONSULTANT

BY: Michael Chatham
Printed Name: MICHAEL CHATHAM
Title: PRESIDENT
Date: 1-31-12

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 31st day of January, 2012 by Michael Chatham, 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.



Elizabeth E. Bridges
NOTARY PUBLIC

Elizabeth E. Bridges
(Name typed or printed)
(Seal)
Commission Expires: 03/09/2014



EXHIBIT A

Helman Hurley Charvat Peacock/Architects, Inc. 2012 STANDARD RATE SCHEDULE (Effective Date of Revision 1/1/2012)

Shareholder/Senior V.P.	\$200.00/hour
Officer/Vice President	\$180.00/hour
Senior Designer	\$185.00/hour
Designer 1	\$155.00/hour
Designer 2	\$120.00/hour
Designer 3	\$110.00/hour
Senior Project Manager	\$175.00/hour
Project Manager 1	\$170.00/hour
Project Manager 2	\$145.00/hour
Senior Project Coordinator	\$160.00/hour
Project Coordinator 1	\$150.00/hour
Project Coordinator 2	\$115.00/hour
Project Coordinator 3	\$85.00/hour
Specifier 1	\$155.00/hour
Specifier 2	\$105.00/hour
Construction Contract Administrator 1	\$130.00/hour
Construction Contract Administrator 2	\$100.00/hour
Construction Contract Administrator 3	\$75.00/hour
CADD Support	\$75.00/hour
Creative Dir./Graphics	\$105.00/hour
Architectural Support 1	\$100.00/hour
Architectural Support 2	\$85.00/hour
Architectural Support 3	\$65.00/hour
Draftsperson	\$60.00/hour
Administrative Support 1	\$65.00/hour
Administrative Support 2	\$55.00/hour
Administrative Support 3	\$45.00/hour

HELMAN HURLEY CHARVAT PEACOCK / ARCHITECTS, INC.

222 West Maitland Blvd • Maitland, FL 32751 USA

office • 407.644.2656

fax • 407.628.3269

www.hhcp.com

Other Related Actions – Commuter Rail

Commuter Rail

August 11, 2008 – City Commission accepted the three voluntary architects (Drew Krecicki, Steve Feller and Jack Rogers) to develop the conceptual designs for the Commuter Rail canopies design to provide the FDOT with direction for design.

September 8, 2008 – City Commission approved the recommended style for the Commuter Rail canopy and structure design as advocated by the architects (Craftsman Style) to provide the FDOT with direction for design.

Donald Marcotte

From: Cindy Bonham
Sent: Friday, February 17, 2012 10:38 AM
To: Donald Marcotte
Cc: Randy Knight
Subject: Architects - commuter rail minutes

I believe this is what you are looking for.

8/11/2008:

MINUTES

Action Item f): Commuter rail stop project timeline and architectural style decision making process.

Assistant Public Works Director Don Marcotte explained that on May 27, 2008 the City Commission accepted the public input summary provided by staff and appointed a sub-committee to discuss the design of the City's commuter rail stop. The sub-committee consisting of Commissioners Anderson and Dillaha met on June 2, 2008 and compiled a list of questions in order to review the status of the commuter rail project in general. Staff provided responses to these questions based on available data, the commuter rail task force final report, the executed interlocal agreement, and discussions with the FDOT. He provided the Commission handouts on responses from FDOT and spoke about the timeline of the project which was included on their packet.

Florida Department of Transportation (FDOT) representative Tawney Olore provided a power point presentation regarding commuter rail. She spoke about the commuter rail transit overview; the operating plan; project update on Federal transit, procurement activities, CSX transportation; Amtrak; right-of-way acquisition; station design and location; Winter Park station concepts; and what's next such as secure full funding grant agreement from Federal transit administration, continue advancing station design concepts and continue procurement activities. She also spoke about the Winter Park station timetable. Ms. Olore answered Commission questions.

Commissioner Dillaha voiced concerns about obligating money without knowing if they have to repay it if we opt out and the insurance portion that has not been worked out at the State level. She wondered about the ramifications if that does not go to the next Legislative session next spring. Commissioner Bridges shared Commissioner Dillaha's concern about the City obligating themselves moving forward (even with the canopy design) without the assurance that this is moving forward. Ms. Olore expressed that the interlocal agreements that the Commission approved remains fully in place today. Commissioner Bridges asked if FDOT wants to know their exact design as to what they want the canopies to look like by September 15, 2008. City Manager Knight stated they want to know whether it is Mediterranean or Craftsman style.

Commissioner Anderson clarified that FDOT currently needs a conceptual design of what the City's station and canopy will look like and then take it from a concept to a schematic/design development style. Ms. Olore agreed and stated that they did that in their 60% plans; will submit that to the Commission on October 7, 2008 and the Commission will give their feedback and changes (on design elements) by November 4, 2008.

City Manager Knight explained that they recommend using three local architects to volunteer to help the City Commission choose whether they want the Mediterranean or Craftsman style of design. He stated that the three architects agreed and after Commission approval, the architects will return with their joint recommendation on a style that FDOT will work with and will return with a formalized design for Commission comments and approvals.

Commissioner Dillaha addressed the \$3.75 million in Federal funds. Ms. Olore expressed that a portion comes from that money but the majority is associated with construction. City Manager Knight explained the signed agreement concerning opting out. Attorney Cheek spoke about his recollection and understanding of this.

Mayor Strong commented that they are currently doing long term budgeting and as part of that budget they are assuming they will repay \$3-\$3.5 million if they choose to opt out. He stated they are going to budget a reserve for that time period because it appears that the operating costs that they are responsible for are significant now and have grown significantly since they started this process a few years ago. He asked if she had an updated estimated cost of operations for this system. Ms. Olore expressed that they do not but they will be doing that as part of final design looking at other funding sources that they would get as being a part of the commuter rail system.

Mayor Strong explained that as a City they need to set aside enough money in the next ten years to opt out of the agreement if they choose to. He asked that they be continually updated on the estimated costs that the City will need to budget every year in the absence of a dedicated funding source. Ms. Olore agreed and commented that they will share any additional information they have as they are updated.

Mayor Strong asked if there was anything that the City needs to spend directly. Engineer Don Marcotte explained that FDOT will move forward with the design and the City may incur some percentage of that cost as an obligation to them. Ms. Olore stated they should know everything by the next Legislative session. Commissioner Anderson commented that there are some questions that have a bearing on the budget that they still need to get from FDOT. Mr. Knight agreed.

Mayor Strong commented that they need to determine if they are comfortable with the three architects (Drew Krecicki, Steve Feller and Jack Rogers) volunteering their time to make a recommendation to the Commission on the architectural style.

Motion made by Commissioner Bridges to accept the three voluntary architects to develop the conceptual designs for the commuter rail canopies design; seconded by Commissioner Diebel. Mayor Strong commented that they also need to communicate to DOT that Winter Park will submit canopy design plans by September 15, 2008. He stated they will need to hear the architect's recommendations at their first meeting in September and if they cannot complete their work by September 8, 2008, they may need to find other volunteers. There was a consensus. **The motion carried unanimously with a 5-0 vote.**

9/8/2008:

MINUTES

Action Item b): Accept the commuter rail canopies conceptual architectural style as prepared by HHCP Design and reviewed by the three selected local Winter Park architects, Jack Rogers, Drew Krecicki and Steve Feller.

Planning Director Jeff Briggs explained that based on the timeline presented by FDOT to the City Commission an architectural style must be determined by September 15, 2008 in order to continue on schedule with design. He stated that three selected local Winter Park architects, Jack Rogers, Drew Krecicki and Steve Feller helped work through the design selection and all agreed that the Craftsman style (versus Mediterranean style) was the appropriate and historically accurate choice for Winter Park. He stated that Jim Fadal (architect) with HHCP Design provided illustrations of the commuter rail Craftsman concepts and illustrations of the station if they had additional monies left over to redo the station. Mr. Briggs reiterated that September 15, 2008 is the deadline and if the City does not give their input, FDOT will design the standard canopy model and move forward. He commented that staff recommends the Commission choose the Craftsman style of design. Mr. Briggs answered questions.

Mr. Krecicki, Mr. Rogers and Mr. Feller spoke about the historical precedence of the Craftsman style in relation to the old station that was in the park and the direction provided to FDOT for the continuation of their design efforts.

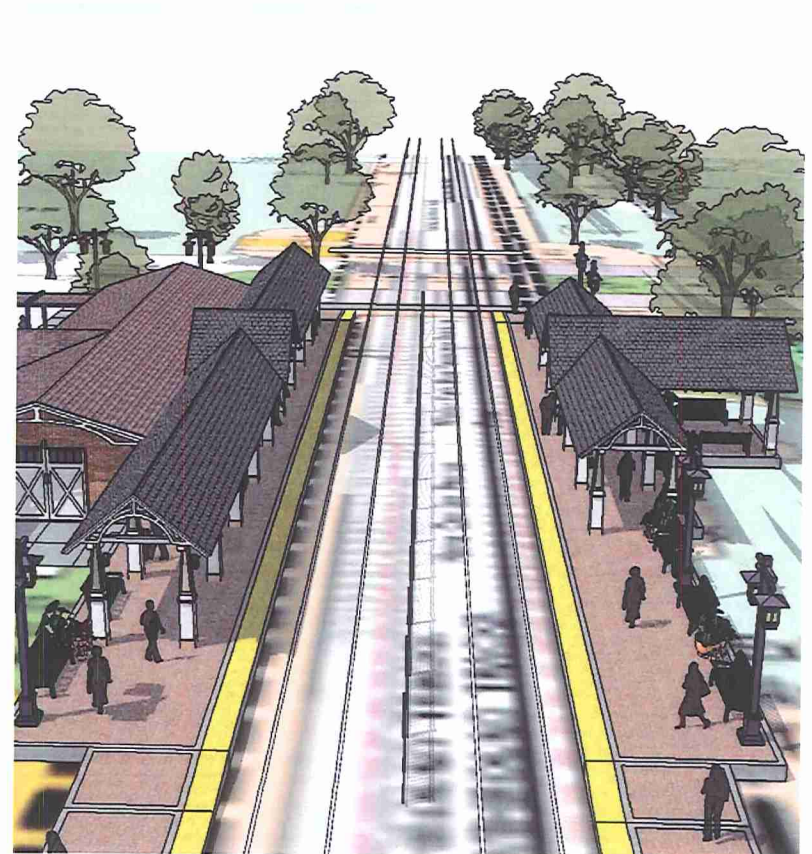
Commissioner Dillaha expressed her issue of \$3 million waiting for the City for the station once they signed the agreements but does not know where that money is. Assistant Public Works Director Don Marcotte and Public Works Director Troy Attaway answered questions regarding the \$3 million grant, the amount of funds available

to the City in federal and state funds and how they will use that money, and the costs associated with enhancements to the Amtrak station. Commissioner Bridges thanked the architects for their efforts.

Motion made by Commissioner Diebel to approve the recommended style for the canopy and structure design as advocated by the architects (Craftsman style); seconded by Commissioner Anderson. Commissioner Dillaha commented that she wanted a follow up of the \$3 million grant. Mayor Strong commented that was a work session discussion. **The motion carried with a 4-1 vote. Commissioner Dillaha voted no.**



WINTER PARK STATION



WINTER PARK STATION



city commission **public hearing**

item type	Public Hearing	meeting date	February 27, 2012
prepared by department division	Butch Margraf Public Works Department Engineering Division	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no <input type="checkbox"/> N/A final vote		

subject

Second Reading - Ordinance establishing parking restrictions at electric charging stations.
Set fine of \$100 per violation.

motion | recommendation

Adopt the ordinance and amend the "Schedule of City of Winter Park Service and User Fees and Charges" to include the fine at \$100 per violation of this ordinance.

summary

This is an ordinance establishing parking restrictions in electric charging station parking spaces for electric vehicles only and setting the fine of \$100 per violation in the "Schedule of City of Winter Park Service and User Fees and Charges." The \$100 fine is recommended due to the limited number of electric charging stations to protect the use of the spaces for charging electric vehicles only and to encourage electric vehicle use.

board comments

NA

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
REGULATING PARKING IN ELECTRIC VEHICLE CHARGING
STATION SPACES DESIGNATED FOR THE CHARGING OF
ELECTRIC VEHICLES; PROVIDING FOR CODIFICATION,
CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

R E C I T A L S

WHEREAS, the City Commission of the City of Winter Park has previously authorized a program that will promote the use of electric vehicles in the City of Winter Park under terms that are safe, lawful and appropriate;

NOW, THEREFORE, be it ordained by the City Commission of the City of Winter Park, as follows:

Section 1. Recitals.

The recitals are incorporated herein by reference.

Section 2. Definitions.

- (1) "Electric vehicle" means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on board for motive purpose.
- (2) "Electric vehicle charging station" means a public parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

Section 3. Electric vehicle charging stations on public property.

Public electric vehicle charging stations that are located on public property are reserved for parking and charging electric vehicles only. When a sign provides notice that a space is a designated public electric vehicle charging station, no person shall park or stand any nonelectric vehicle in that space. Any nonelectric vehicle is subject to fine or removal. Any electric vehicle in any designated public electric vehicle charging station space on public property that is not electrically charging shall be subject to a fine and/or removal. For purposes of this subsection, "charging" means an electric vehicle is parked at an electric vehicle charging station and is connected to the charging station equipment.

Where public electric vehicle charging stations are constructed and installed, the city engineer shall cause appropriate signs and markings to be placed in and around the parking spaces of said stations, indicating prominently thereon the parking regulations. The signs shall state that the parking space is reserved for charging electric vehicles and that an electric vehicle may only park in the space for charging purposes.

Section 4. Enforcement.

A violation of this Ordinance or section shall be enforceable pursuant to the procedures for Code Violations and enforcement against Code Violations provided in Chapter 1, including Sections 1-21 and 1-23 of the Municipal Code of the City of Winter Park, and the fine for any violation found shall be a Class II violation in accordance with the provisions in Chapter 1, of the Municipal Code.

Section 5. Codification.

Sections 2, 3 and 4 hereof shall be codified as Section 98-8 in the Municipal Code, and thereafter Sections 98-9 through 98-30 will be reserved. Also, Section 1-24 of the Municipal Code will be amended to add this new Section 98-8 to the Schedule of Violations and Penalties.

Section 6. Severability.

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

Section 7. Conflicts.

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

Section 8. Effective Date.

This ordinance shall take effect immediately upon its passage and adoption.

Adopted at a regular meeting of the City Commission of the City of Winter Park, Florida on the 27th day of February, 2012.

MAYOR KENNETH W. BRADLEY

ATTEST:

CYNTHIA BONHAM, CITY CLERK



city commission public hearing

item type	Public Hearing	meeting date	February 27, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

Subject: Rezoning and Conditional use for 10 unit, two story Condominium at 434 and 444 W. Swoope Avenue

Windermere Winter Park Ventures LLC is requesting a Comp. Plan FLU Map and Zoning Map change from the existing Single Family designation (R-1A) to Medium Density Residential (R-3) on the property at 444 W. Swoope Avenue. They also own the adjacent lot to the east at 434 W. Swoope and on these two combined lots the applicant requests Conditional Use approval for a two story, 10 unit residential condominium project.

P&Z Board Recommendation:

The Planning and Zoning Board voted 5-0 to Approve the Comp. Plan FLU Map change and Rezoning and also 5-0 to Approve the Conditional Use with three conditions:

1. Final landscape plan review and approval delegated to with staff with special attention requested for the landscape buffer on the side that abuts the adjacent residential property.
2. Development Agreement to prohibit the open carports from being converted into garages.
3. That the maximum roof eve height is 24 feet and the maximum roof height is 31 feet (as shown on the plans from the first floor elevation).

Summary:

These properties are immediately west of the commercial development on Virginia Avenue which is across the street from the Public Safety complex. On the opposite side of Swoope Avenue from these properties is that City's Swoope Avenue Water Plant. Each lot is 50 feet wide by 250 feet deep for a combined site of 100 feet by 250 feet (25,000 sq. ft.). The lot at 434 W. Swoope is now zoned R-3 and the rezoning of 444 W. Swoope would make the entire site R-3 for the proposed condominium project.

Based on the requested R-3 zoning, when you have a property with more than 15,000 sq. ft., the standards of R-3 apply, which permits one unit for each 2,500 square feet of land. So the combined 25,000 sq. ft. of land in the two combined lots equates to the 10 units requested.

The Rezoning Request and the Zoning History for this Block:

For 28 years, from 1971 to 1999, this entire block, was zoned multi-family (R-3). Then in 1999 a group of neighbors went door to door throughout the neighborhood soliciting written consents from property owners to down-zone their properties from R-2 or R-3 zoning to single family R-1A zoning in order to limit the potential densification of the neighborhood and to preserve the predominately single family character of the neighborhood. The group gathered petitions from about 100 property owners who agreed and requested the City to down-zone their property. The City in 1999 agreed to that request and down-zoned those properties. At that time, five of the eight lots on the south side of this block were down-zoned from R-3 to R-1A, including this subject lot at 444 Swoope Avenue.

Two things have changed since 1999. One has been the construction of the City's Water Plant across the street. While it was designed to fit the character of the neighborhood, it is still an institutional use. The second thing is that in 2005 the City agreed to rezone back to R-3, the two properties (three lots) at 472 and 510 Swoope Avenue. So now there are just two properties/lots on this south side of Swoope that remain single family (R-1A). The two properties include this property requested for rezoning at 444 Swoope and the adjacent one at 446 Swoope.

As with the rezoning request made in 2005, the applicant feels that the proximity of the City's Water Plant and the physical nature of these deep 250 foot lots lend themselves better to multi-family usage. In this case, they also cite the proximity of this combined property being adjacent to the commercial development along Virginia Avenue.

The Conditional Use Request and Future Development Plans:

One of the requirements for a rezoning submission is to *"include prospective plans indicating the desired development scenario proposed as a result of an approval"*.

Thus, the applicant is presenting and requesting conditional use approval per the attached plans. Those plans show ten, two story condominiums. Nine of the units range in size from 1,349 to 1,555 sq. ft. of living area and the end unit at the rear is 2,140 sq. ft. There is open carport parking and living space on the first floor of each unit and living area on the second floor. Each unit has one parking space (at their front door) and one space in the parking lot area in the rear. Parking is required at 2.5 spaces per unit (25 spaces) and the site plan shows 23 parking spaces (including the required handicapped space) so there is a variance request for the two parking space shortfall.

One design feature that the planning staff supports and requested was for the project to utilize an open carport parking design versus enclosed garages. Experience has taught us that with townhouse projects, enclosed garages often are used for storage and then we have one car or both cars parked out on the street. So to keep cars from being parked up and down the street, the design includes open carport parking.

Architecturally, the design is simple but in scale with the neighborhood. On the street front unit, there is a street front facing front porch to give the building visual street appeal.

The project meets the R-3 code provisions. The maximum building footprint is 40% of the lot area and this building is at 22%. The maximum impervious coverage is 75% and this project is at 73%. The maximum building height is 35 feet and this project is 20 feet to the roof eave and 31 feet to the pitched roof peak. The project conforms to the required setbacks. The only variance is for the two parking space shortfall. The applicant believes that given the average unit size of 1,450 sq. ft. the residents will be a combination of two person households and singles/empty nesters, thus the parking will be sufficient.

Staff Appraisal:

This lot at 444 W. Swoope Avenue of 50 feet by 250 feet deep is better suited for multi-family development as situated in a block predominately zoned R-3. This property has commercial development to the east, multi-family (R-3) properties to the south and is located across the street from the City's Water Plant. Also, the City has already rezoned (in 2005) three of these lots based upon the same factors. So staff believes this to be sufficient rationale to approve the change requested.

STAFF RECOMMENDATION WAS FOR APPROVAL of the Comp. Plan FLU Map and Zoning Map change to multi-family (R-3).

For the Conditional Use, the staff supports the request and the minor parking variance with maintaining the one provision concerning the open carports.

STAFF RECOMMENDATION WAS FOR APPROVAL of the Conditional Use with the condition that the carports remain open and not be allowed to be enclosed and that a Development Agreement and the Condominium documents reflect this restriction.







[illegible]

PARKING SUMMARY
(22) 9' x 18' VEHICLE SPACES
1 H.C. ACCESSIBLE
(23) TOTAL SPACES

LOT AREA	25,077 S.F.
BUILDING FOOTPRINT	5,518 S.F.
WALKS/DRIVES/PARKING	12,698 S.F.
TOTAL IMPERVIOUS AREA	18,216 S.F.
PERVIOUS/ IMPERVIOUS RATIO	27% / 73%

[illegible]

NASRALLAH
Architectural Grouping

A 10-unit Condominiums Etc.
Windermere Winter Park Ventures, L.L.C.

DATE	01-24-2012
TIME	14:00
LOCATION	101
STATUS	OK
REMARKS	

SHEET NO
SP
1.1

Mark P. Nissenholz
Ph.D. 1988, Ohio State



- ELEVATION NOTES:** — CED
- ALL DIMENSIONS AND LOCATIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- ALL EXTERIOR MATERIALS AND FINISHES TO BE OF HIGHEST QUALITY AND SHALL NOT ALLOW A FINISH OF A FINISH OTHER THAN THAT SPECIFIED.
- ELEVATION NOTES:** — CED
1. CONCRETE FOUNDATION WALL.
 2. PRECAST CONCRETE PIER/POST.
 3. PRECAST CONCRETE PIER/POST.
 4. PRECAST CONCRETE PIER/POST.
 5. PRECAST CONCRETE PIER/POST.
 6. PRECAST CONCRETE PIER/POST.
 7. PAINTED WOOD TRUSS/BEAM.
 8. PAINTED WOOD TRUSS/BEAM.
 9. PAINTED WOOD TRUSS/BEAM.
 10. LANDSCAPE CONCOURSE FOR MECHANICAL EQUIPMENT.
 11. SITE WALL FOR ELECTRICAL EQUIPMENT.
 12. WALL MOUNTED LIGHT FIXTURE.

DATE	11/11/2011	BY	MM
REVISION			

NASRALLAH
ARCHITECTURAL GROUP INC.
3830 E. Greenway Blvd., Suite 100
Greenwood, FL 33469
Phone: (407) 447-2499
Fax: (407) 447-2499
AAS00000001

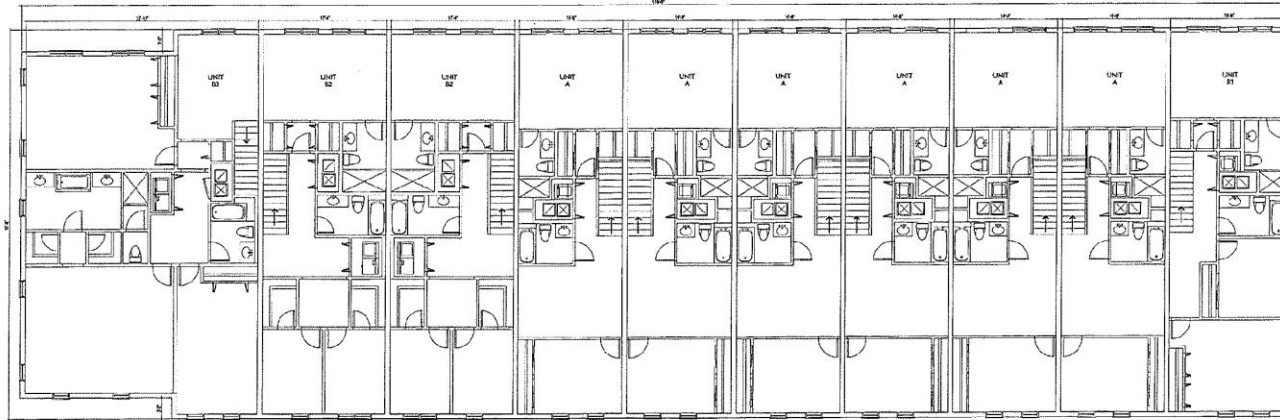
Windermere Winter Park Ventures, L.L.C.
444 S. US HWY 1, Suite 100, Winter Park, FL 32789

PROJECT NO.	01-24-2012
DATE	01-24-2012
BY	MM
REVISION	

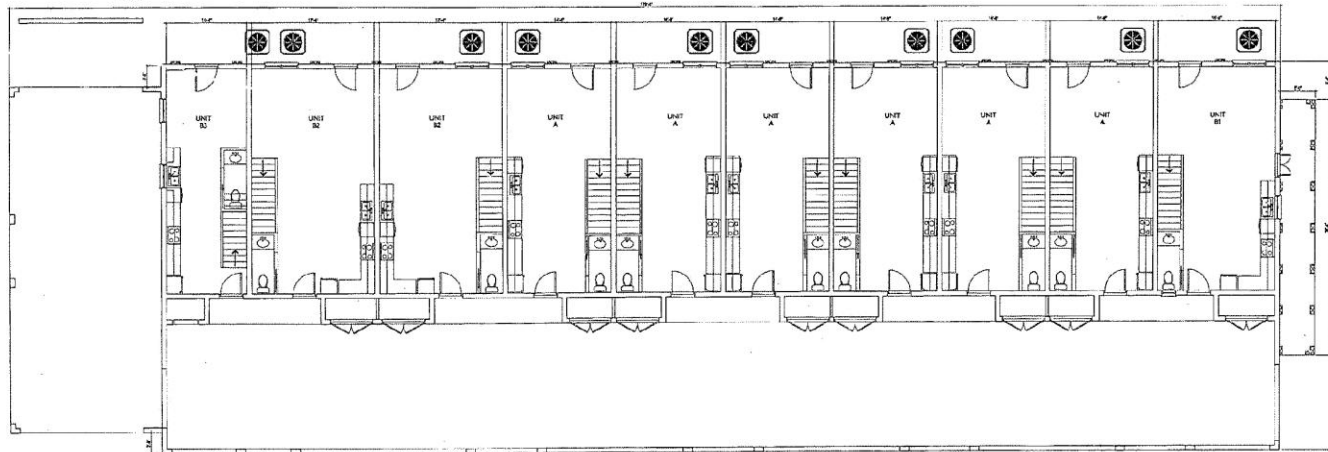
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NOT VALID WITHOUT
SIGNATURE & SEAL

Drawn by: Y. Nasrallah
For: Windermere Winter Park Ventures, L.L.C.



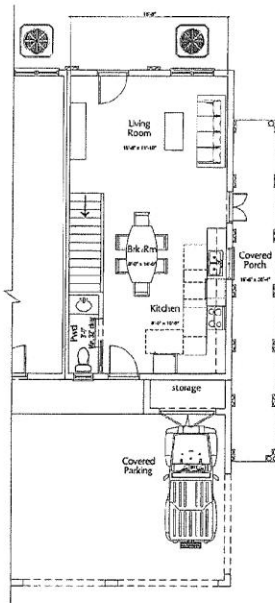
2 SECOND LEVEL OVERALL FLOOR PLAN
SCALE: 3/8" = 1'-0"



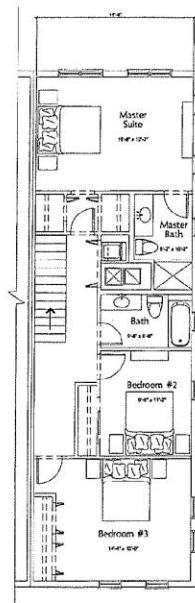
1 FIRST LEVEL OVERALL FLOOR PLAN
SCALE: 3/8" = 1'-0"



NASRALLAH ARCHITECTURAL GROUP, INC. 3300 Edgewater Drive, Suite 101 Jacksonville, FL 32209 Phone: 407-437-4899 Email: info@nasrallah.com www.nasrallah.com		DATE: 01-24-2012 DRAWN BY: [Signature] CHECKED BY: [Signature] PROJECT NO: [Number]
Windermere Winter Park Ventures, L.L.C. A TRAKS CORPORATION, INC. 620 S. 14th Street, Suite 101, Winter Park, FL 32789		SHEET NO: A OF: 1.0 TOTAL SHEETS: 1



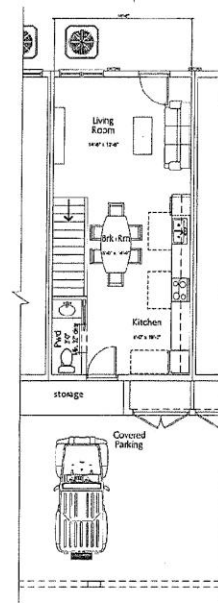
3 UNIT B1 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"



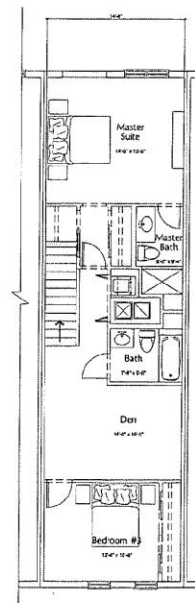
4 UNIT B1 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"



AREA CALC.
1st Floor (A/C) 583 SQ. FT.
2nd Floor (A/C) 372 SQ. FT.
Total (A/C) 1555 SQ. FT.



1 UNIT A 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 UNIT A 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"



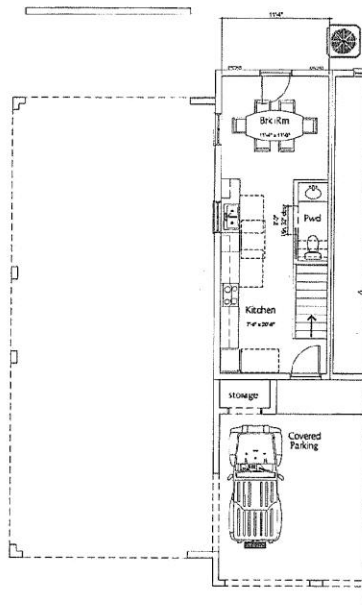
AREA CALC.
1st Floor (A/C) 506 SQ. FT.
2nd Floor (A/C) 843 SQ. FT.
Total (A/C) 1349 SQ. FT.

NASRALLAH
ARCHITECTURAL GROUP INC.
2302 Edgeview Drive, Suite 102
Ft. Lauderdale, FL 33309
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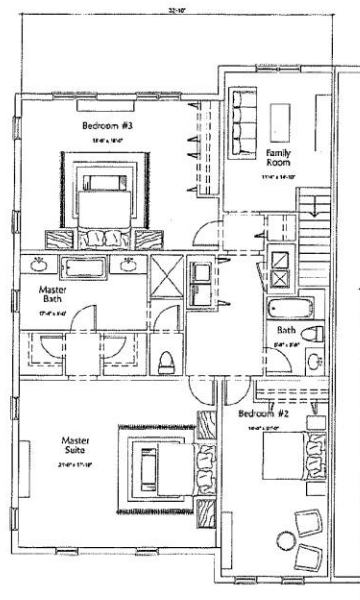
Windermere Winter Park Ventures, L.L.C.
A Windermere Properties, Inc. Development
4418 SW 11th Street, Suite 101, Ft. Lauderdale, FL 33309
01/24/2012

DATE: 01/24/2012
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

Sheet 1 of 1
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Windermere Winter Park Ventures, L.L.C.
Ft. Lauderdale, FL 33309



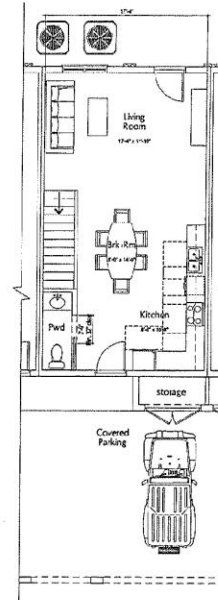
3 UNIT B3 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"



4 UNIT B3 2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"



AREA CALC.
1st Floor (A/C) 408 SQ.FT.
2nd Floor (A/C) 1732 SQ.FT.
Total (A/C) 2140 SQ.FT.

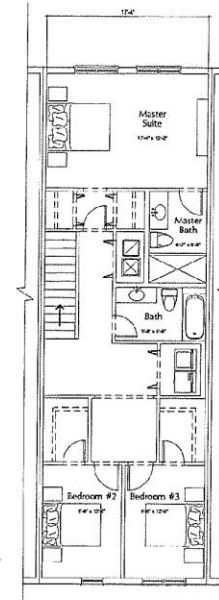


1 UNIT B2 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"

2 UNIT B2 2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"



AREA CALC.
1st Floor (A/C) 594 SQ.FT.
2nd Floor (A/C) 990 SQ.FT.
Total (A/C) 1584 SQ.FT.



NASRALLAH
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www.nasrallah.com

Windermere Winter Park Ventures, L.L.C.
A 100% Owned Firm
444 S. US Highway 17, Winter Park, FL 32789

DATE: 01/24/2012
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

Sheet
A
1.2

Plot: 1/4" = 1'-0" (1/4" = 1'-0")
Scale: 1/4" = 1'-0" (1/4" = 1'-0")
Windermere Winter Park Ventures, L.L.C. is not responsible for the accuracy of the information provided by the client.

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 MEDIUM-DENSITY RESIDENTIAL ON THE PROPERTY AT 444 WEST SWOOPE AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; 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 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 February 7, 2012, 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 February 27, 2012 and March 12, 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 medium-density residential on the property at 444 W. Swoope Avenue, said property being more particularly described as follows:

Lot 5 and that portion of the vacated alley lying to the south thereof, Block 11, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID # 5-22-30-9400-11-050

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. 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 ZONING DESIGNATION OF SINGLE FAMILY (R-1A) DISTRICT TO MEDIUM DENSITY MULTI-FAMILY (R-3) DISTRICT ON THE PROPERTY AT 444 WEST SWOOPE AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR RESTRICTIONS ON HEIGHT; 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 February 7, 2012 meeting; and

WHEREAS, the City Commission of the City of Winter Park held duly noticed public hearings 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) district to multi-family (high-density R-4) district zoning on the property at 444 W. Swoope Avenue, more particularly described as follows:

Lot 5 and that portion of the vacated alley lying to the south thereof, Block 11, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID # 5-22-30-9400-11-050

SECTION 2. Restrictions on Height and on Garage/Carports. Notwithstanding the provisions of the R-3 zoning district, this property shall not be used for any building taller than two stories and no enclosed garage or carport areas are permitted without the subsequent approval of the City Commission. The owner consents to this ordinance being recorded in the public records.

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 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.

Attest:

Mayor

City Clerk



CITY OF WINTER PARK Planning & Zoning Board

Regular Meeting
Welcome Center

February 7, 2012
7:00 p.m.

MINUTES

Mr. Krecicki called the meeting to order at 7:00 p.m. in the Welcome Center. Present: Chairman Drew Krecicki, Sarah Whiting, James Johnston, Tom Sacha, and Robert Hahn (alternate). Absent: George Livingston, Peter Gottfried and Randall Slocum. Staff: Planning Director Jeffrey Briggs, Senior Planner Stacey Hectus and Planning Technician Caleena Shirley.

Approval of minutes – January 10, 2012

Motion made by Mr. Sacha, seconded by Mr. Livingston to approve the December 6, 2011, meeting minutes. Motion carried unanimously with a 5-0 vote.

PUBLIC HEARINGS:

Planning Director Jeffrey Briggs announced that there will be one public hearing on the three requests:

REQUEST OF WINDERMERE WINTER PARK VENTURE LLC TO: AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL ON THE PROPERTY AT 444 W. SWOOPE AVENUE.

REQUEST OF WINDERMERE WINTER PARK VENTURE LLC TO: AMEND THE OFFICIAL ZONING MAP SO AS CHANGE THE ZONING DESIGNATION OF SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT TO MEDIUM DENSITY MULTI-FAMILY (R-3) DISTRICT ON THE PROPERTY AT 444 W. SWOOPE AVENUE.

REQUEST OF WINDERMERE WINTER PARK VENTURE LLC FOR: CONDITIONAL USE APPROVAL UNDER THE LARGE BUILDING ORDINANCE TO BUILD A NEW TWO STORY, 10 UNIT RESIDENTIAL CONDOMINIUM BUILDING AT 434 AND 444 W. SWOOPE AVENUE.

Planning Director Jeffrey Briggs presented the staff report and explained that Windermere-Winter Park Ventures LLC is requesting a Comprehensive Plan FLU Map and Zoning Map change from the existing Single Family designation of (R-1A) to Medium Density Residential (R-3) on the property at 444 W. Swoope Avenue. He pointed out that they also own the adjacent lot to the east at 434 W. Swoope. Further, on these two combined lots is also a request for Conditional Use approval for a new two-story 10-unit residential condominium project. Mr. Briggs reviewed the characteristics of the surrounding neighborhood explaining that these properties are immediately west of the commercial development on Virginia Avenue and on the opposite side of Swoope Avenue from the City's new Swoope Avenue Water Plant. Each lot is 50 feet wide by 250 feet deep for a combined site of 100 feet by 250 feet (25,000 sq. ft.). The lot at 434 W. Swoope is now zoned R-3 and the rezoning of 444 W. Swoope would make the entire site R-3 for the proposed condominium project.

Mr. Briggs noted that the requested R-3 zoning permits one unit for each 2,500 square feet of land thus the combined 25,000 sq. ft. of land in the two lots equates to the 10 units requested. Mr. Briggs reviewed the current rezoning request, zoning history of this particular block, the conditional use request as well as future development plans.

Mr. Briggs explained that the effort in 1999 by the neighborhood seeking down-zoning was a wonderful grass roots effort to maintain the single family character of the neighborhood. The staff doesn't want to undermine that effort however, the lot size and location or context of these properties lend themselves to R-3 zoning. Staff recommended approval of the Comp. Plan FLU Map and Zoning Map change to multi-family (R-3).

With regard to the Conditional Use, staff also supports the request and the minor parking variance with maintaining the one provision concerning the open carports. Staff recommended approval of the Conditional Use with the condition that the carports remain open and not be allowed to be enclosed and that a Development Agreement and the Condominium documents reflect this restriction. Mr. Briggs responded to Board member questions and concerns.

Mark Nasrallah, (architect for the project) 3920 Edgewater Drive, represented the applicant. He stated that they were in agreement with staff recommendations and that the plans have been modified incorporating the concerns pointed out by staff. Mr. Nasrallah responded to board member questions and concerns.

Lurline Fletcher, 790 Lyman Avenue, spoke in opposition to the request. She expressed concern the process of how the comprehensive plan is amended. She also stated that she feels that the property should remain single-family and multi-family.

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

The Board members briefly discussed the request. There was consensus that the location of this lot since it has existing R-3 zoning immediately to the east and south and the institutional water plant across the street lends itself to be rezoned to R-3. Mrs. Whiting stated that she agrees with the staff recommendation concerning the open carport and incorporating that language into a developer's agreement. She also requested that height be amended to make the height 20 feet to the roof eave and 31 feet to the height of the roof (as shown on the plans from the first floor elevation). Discussion ensued about the review of the final landscape plan and the Board members expressed that they were agreeable to staff reviewing the landscaping.

Motion made by Mr. Krecicki, seconded by Mr. Sacha to approve the request to amend the Comprehensive Plan, Future Land Use Map to change the designation of single-family residential to medium-density residential on the property at 444 W. Swoope Avenue. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Krecicki, seconded by Mr. Sacha amend the official zoning map so as change the zoning designation of single-family residential (R-1A) district to medium density multi-family (R-3) district on the property at 444 W. Swoope Avenue. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Krecicki, seconded by Mr. Sacha to approve the Conditional Use request to build a new two story, 10 unit residential condominium building at 434 and 444 W. Swoope Avenue subject to the following conditions:

- 1. Final landscape plan review and approval delegated to with staff with special attention requested for the landscape buffer on the side that abuts the adjacent residential property.**
- 2. Development Agreement to prohibit the open carports from being converted into garages.**
- 3. That the maximum roof eave height is 24 feet and the maximum roof height is 31 feet (as shown on the plans from the first floor elevation).**

Motion carried unanimously with a 5-0 vote.



city commission **public hearing**

item type	Public Hearing	meeting date	February 27, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	N/A	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

Subject: Annexation of 600 Lee Road

Pursuant to the Billboard Agreement with CBS Outdoor, the City needs to annex the property at 600 Lee Road and the adjoining part of the I-4 right-of-way.

This is a voluntary annexation by FDOT pursuant to their agreement with CBS Outdoor. FDOT has acquired this property (former Aamco Transmission) as part of the I-4 project. The Aamco business is moving and that building will be demolished. There will be nothing on this property except for the CBS Outdoor billboard sign structure. As such, there will be no city services required for this property. (It will be on the tax rolls for the sign value)

The legal advertisement has published in the Orlando Sentinel and the required notice also sent to Orange County.

Staff Recommendation:

Staff supports this ordinance, as required to implement the Billboard Agreement for the same reasons because the City will permit a new billboard where one already exists (albeit taller and digital vs. static); but the location is on the west side of I-4; and the City gets three billboard structures removed in the City.

Prepared by and return to:
Jeff Briggs, Planning Director
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

ORDINANCE NO. 2867-12

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ANNEXING THE PROPERTY AT 600 LEE ROAD AND THAT PORTION OF INTERSTATE FOUR CONTIGUOUS TO THE PROPERTY AT 2684 LEE ROAD, CITY OF WINTER PARK, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE AMENDMENT OF THE CITY OF WINTER PARK'S CHARTER, ARTICLE I, SECTION 1.02, CORPORATE BOUNDARIES TO PROVIDE FOR THE INCORPORATION OF THE REAL PROPERTY DESCRIBED HEREIN; PROVIDING FOR THE FILING OF THE REVISED CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to insure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, the City Commission hereby finds that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, The Florida Department of Transportation, the owner of the property at 600 Lee Road, Orlando, FL, has petitioned the City of Winter Park for annexation of that property, identified by Orange County Parcel ID Number 02-22-29-0000-00-042; and the Florida Department of Transportation, as owner of that portion of the I-4 corridor adjacent to 2684 Lee Road and 600 Lee Road, also does not object to the annexation of the I-4 corridor at that location all as described in Exhibit "A" and shown on Exhibit "B", which is the area to be annexed; and:

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Winter Park; and

WHEREAS, the City Commission has determined that the annexation of the subject area has met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Winter Park Comprehensive Plan, Charter and Municipal Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Winter Park, the City Commission of the City of Winter Park desires to annex the real property generally described below into the municipal boundaries of the City of Winter Park; and

WHEREAS, upon adoption of this Ordinance, the municipal boundaries lines of the City of Winter Park, shall, for purposes of Article I, Section 1.02 of the Municipal Charter, shall be redefined to include the subject real property.

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

Section 1. Annexation of Real Property. The real property described herein shall be, and is hereby annexed into the City of Winter Park, Florida. This real property is described in Exhibit “A” and illustrated in Exhibit “B”. These Exhibits are incorporated herein by reference. The described real property shall be existing within the boundaries of the City of Winter Park, Florida and known to be existing within said boundaries from the effective date of this Ordinance.

Section 2. Incorporation of Recitals. The recitals to this Ordinance are hereby incorporated herein by reference and are fully effective as part of this Ordinance.

Section 3. City Boundaries Redefined; Winter Park Charter Amended. Pursuant to Section 166.031(3), Florida Statutes and Section 171.091, Florida Statutes, the City of Winter Park Charter, Article I, Section 1.02 is hereby amended to redefine the corporate boundaries of the City of Winter Park to include the real property described in Section 1 and Exhibits “A” and “B” of this Ordinance. The City Clerk shall file the revised Winter Park Charter, Article 1, Section 1.02 with the Department of State within seven days after the effective date of this Ordinance. Section 1.02 provides that the corporate boundaries of the City of Winter Park shall remain as they exist on the date the amended Charter took effect, and provides that the City has the power to change its boundaries in the manner prescribed by law. The amendment to the Charter will

provide that after the effective date of the adoption of Section 1.02, the property subject to this Ordinance was annexed, and the legal description of the property will not be included in the Charter but the Ordinance number shall be included so that the public is on notice that a description of the corporate boundaries, including the property annexed hereby, is on file in the City Clerk's office.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances and Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 5. Severability. Should any section or provision of this Ordinance or any portion hereof, including any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole, and the invalid portion shall be severed from the remainder of this Ordinance and the remainder of this Ordinance shall be continue to be lawful, enforceable and valid.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

ADOPTED by the City Commission of the City of Winter Park, Florida at a regular meeting assembled on the _____ day of _____, 2012.

Kenneth W. Bradley, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

First Reading: _____, 2012

Second Reading: _____, 2012

Effective Date: _____, 2012

SKETCH OF DESCRIPTION FOR CBS OUTDOOR

Exhibit "A"

A PORTION OF LAND IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AND RUN S03°41'31"W ALONG THE 1/4 SECTION LINE 2,145.98 FEET; THENCE N89°51'59"W 140.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 1004.93 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°27'43" A DISTANCE OF 639.52 FEET; THENCE S36°35'44"W 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 438 AND THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393 THE FOLLOWING 2 COURSES; FROM A TANGENT BEARING OF S53°24'16"E RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1034.93 FEET AND AN INTERSECTION ANGLE OF 03°10'29", A DISTANCE OF 57.35 FEET; THENCE S56°34'45"E 50.04 FEET TO THE WEST LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 400; THENCE S73°50'24"E, A DISTANCE OF 476.70 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10101, PAGE 752, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE EAST LIMITED ACCESS RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 400; THENCE S47°23'13"W, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 10101, PAGE 752 AND SAID EAST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 400, A DISTANCE OF 42.85 FEET TO THE SOUTHERLY MOST CORNER THEREOF, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9732, PAGE 749, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S03°41'27"W, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9732, PAGE 749 AND EAST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 400, A DISTANCE OF 139.46 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE DEPARTING THE EAST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 400, RUN N71°07'41"W, A DISTANCE OF 439.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393 AND THE WEST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 400; THENCE N52°50'03"W, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393, A DISTANCE OF 203.55 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393; THENCE N36°35'44"E, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10291, PAGE 2393, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SEE SHEET 2 FOR SKETCH

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION ON SHEET 2 OF 2 HAS BEEN PROVIDED SEPARATELY.

LEGAL DESCRIPTION ON SHEET 2 OF 2 WAS WRITTEN BY THE SURVEYOR AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

O.R.B. DENOTES OFFICIAL RECORDS BOOK AND PAGE AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST AS BEING S03°41'31"W, PER LEGAL DESCRIPTION OF PARCEL 1 SHOWN ABOVE.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

[Signature]
MICHAEL W. SOLITRO, PSM #445B
FOR THE FIRM OF ALTAMONTE SURVEYING
AND PLATTING, INC. #LB 6300

REVIEWED BY: MWS
DRAWN BY: LJJ
DATE: 11/17/11
JOB No.: 28131
REVISED:

LEGEND

- = RECOVERED 4"x4" CONCRETE MONUMENT NO. #
- ▲ = RECOVERED NAIL & DISK #
- ✕ = RECOVERED X CUT IN CONCRETE
- = RECOVERED 1/2" IRON ROD #
- = RECOVERED 1/2" IRON ROD NO. #
- = RECOVERED 5/8" IRON ROD NO. #
- = SET 1/2" IRON ROD #LB 6300
- ⊙ = POWER POLE AS SHOWN
- ⊙ = WOOD FENCE AS SHOWN
- ⊙ = CHAIN LINK FENCE AS SHOWN
- ⊙ = CONCRETE SLAB AS SHOWN

D = CENTRAL ANGLE (DELTA), L = ARC, R = RADIUS, R/W = RIGHT OF WAY, A/C = AIR CONDITIONER, (R) = RADIAL, (NR) = NON-RADIAL, (P) = PLAT, (M) = MEASURED, (C) = CALCULATED, (D) = DEED, POB = POINT OF BEGINNING, CONC. = CONCRETE, POC = POINT OF COMMENCEMENT, POL = POINT ON LINE

THIS SKETCH IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SKETCH. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAYS AND/OR EASEMENTS OF PUBLIC RECORD.

ALTAMONTE SURVEYING AND PLATTING, INC. 210 CROWN POINT CIRCLE SUITE 112 LONGWOOD, FL 32779
PHONE: (407) 862-7555 FAX: (407) 862-6229

C:\ACAD\2000\28131\LEEROAD.DWG

Exhibit "B"

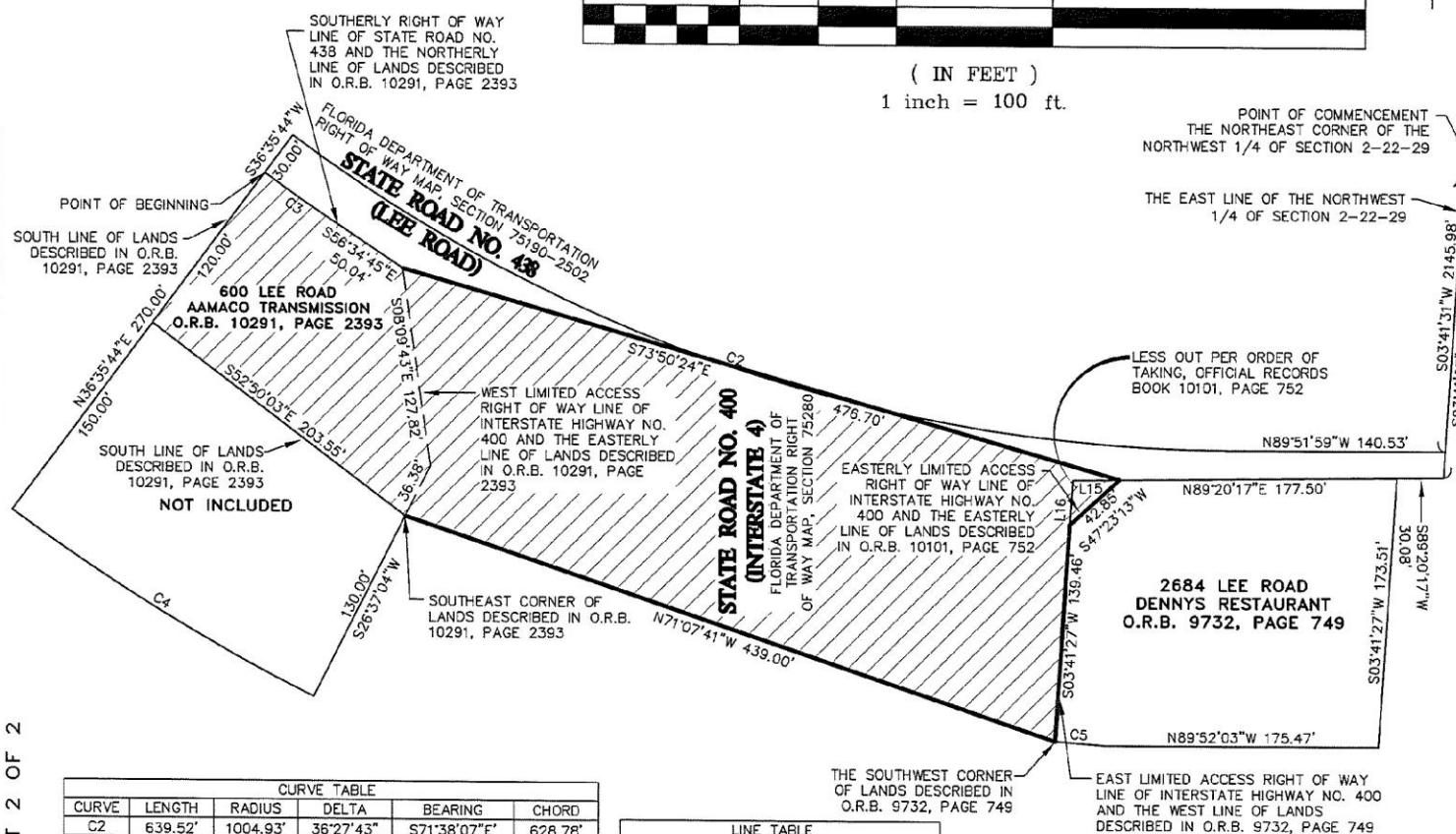
SKETCH OF DESCRIPTION FOR CBS OUTDOOR

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



SHEET 2 OF 2

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C2	639.52'	1004.93'	36°27'43"	S71°38'07"E	628.78'
C3	57.34'	1034.93'	3°10'29"	S54°59'30"E	57.34'
C4	227.25'	1304.93'	9°58'40"	S58°23'36"E	226.96'
C5	31.47'	1197.05'	1°30'22"	S85°26'12"E	31.47'

LINE TABLE

LINE	LENGTH	BEARING
L 1	29.69'	S89°20'17"W
L 2	28.73'	N03°41'27"E

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
THIS IS NOT A BOUNDARY SURVEY

ALTAMONTE SURVEYING
AND PLATTING, INC.

210 CROWN POINT CIRCLE
SUITE 112 LONGWOOD, FL 32778
PHONE: (407) 862-7555
FAX: (407) 862-6229

NOTICE OF ANNEXATION

CITY OF WINTER PARK
PUBLIC NOTICE

TO CONSIDER THE ANNEXATION OF 600 LEE ROAD AND ADJOINING I-4 RIGHT OF WAY

NOTICE is hereby given that public hearings will be held by the Winter Park City Commission on Monday, February 27, 2012 at 3:30 p.m. and on Monday, March 12, 2012 at 3:30 pm in the Winter Park Civic Center at 1050 W. Morse Boulevard, Winter Park, Florida, to consider the following:

ORDINANCE NO. 2867-12

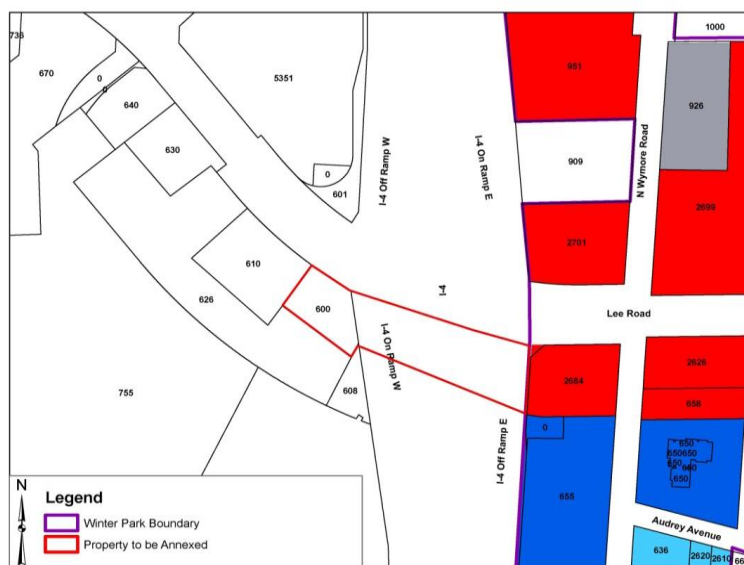
AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ANNEXING THE PROPERTY AT 600 LEE ROAD AND THAT PORTION OF THE INTERSTATE FOUR CONTIGUOUS TO THE PROPERTY WITHIN THE CITY OF WINTER PARK AT 2684 LEE ROAD.

The complete legal description by metes and bounds as well as a complete copy of this proposed Ordinance No. 2867-12 may be obtained and inspected at the office of the City Clerk at 401 Park Avenue, South, Winter Park, Florida during regular business hours.

All interested parties are invited to attend and be heard. Additional information is available in the City Clerk's office so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the meeting.

NOTE: 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.



Cynthia S. Bonham, CMC
City Clerk

Publish: Sunday, February 19, 2012 and Sunday February 26, 2012, Orlando Sentinel

STATE OF FLORIDA
COUNTY OF ORANGE

PETITION FOR VOLUNTARY ANNEXATION

To the City commission to the City of Winter Park, Florida:

The undersigned hereby petitions for voluntary annexation by the City of Winter Park, Florida of the property described herein, accordance with Article VIII, Section 2(c) of the Constitution of the State of Florida and Florida Statute 171.044, and represents and states as follows:

I

The petitioner is the owner of record of the property which is subject of this petition.

II

The property which is the subject of this petition lies wholly with the boundaries of Orange County, Florida.

III

No part of the property which is subject of this petition lies within the corporate limits of any incorporated municipality.

IV

The property which is the subject of this petition is described as follows;

See Attached

EXHIBIT "A"-THE AAMCO SITE

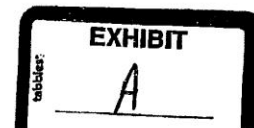
"Commence at the Northeast corner of the Northwest ¼ of Section 2, Township 22 South, Range 29 East, and run South 03° 41' 31" West along the ¼ Section line 2,145.98 feet, thence North 89° 51' 59" West 140.53 feet to the Point of curvature of a curve concave to the Northeast having a radius of 1,004.93 feet thence along the arc of said curve, through a central angle of 36° 27' 43" a distance of 639.52 feet, thence South 36° 35' 44" West 30.0 feet for a Point of Beginning; said point being on the Southerly right-of-way line of State Road 438; thence from a tangent bearing of South 53° 24' 16" East run Southeasterly along the arc of a curve concave to the Northeast, having a radius of 1,034.93 feet and the intersection angle of 03° 10' 29", a distance of 57.35 feet, thence South 56° 34' 45" East 50.04 feet to the limited access line of Interstate Highway No. 4, thence South 08° 09' 43" East along said limited access right-of-way line a distance of 127.82 feet, thence South 26° 37' 04" West 166.38 feet, thence from a tangent bearing North 63° 22' 56" West run Northwesterly along the arc of a curve concave to the Northeast, having a radius of 1,304.93 feet and an intersection angle of 09° 58' 40" a distance of 227.25 feet, thence North 36° 35' 44" East 270.00 feet to the Point of Beginning.

SAVE AND EXCEPT

That certain parcel or tract of land situate, lying and being in the County of Orange, State of Florida described as follows, to wit;

Commence at the Northeast corner of the Northwest ¼ of Section 2, Township 22 South, Range 29 East, and run thence along the East Line of said Northwest ¼ South 03° 00' 00" West 2,146.29 feet, thence South 89° 26' 30" West 140.53 feet to the point of curvature of a curve concave to the Northeasterly, and having a radius of 1,004.93 feet, run thence Northwesterly along the arc of said curve 639.52 feet, through a central angle 36° 27' 44", thence South 35° 54' 14" West 150.00 feet to the Point of Beginning, thence continue South 35° 54' 14" West 150.00 feet to a point on a curve concave to the Northeasterly and having a radius of 1,304.93 feet thence a tangent bearing South 54° 05' 46" East run Southeasterly along the arc of said curve 227.25 feet through a central angle of 09° 58' 14"; thence North 25° 55' 33" East 130.00 feet; thence run North 53° 28' 20" West 203.59 feet to the Point of Beginning."

BEING THE LANDS DESCRIBED IN ORB 6930, PAGE 2977, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA



State of Florida
Department of Transportation
District 5
719 S. Woodland Blvd.
DeLand, Florida 32720

By: [Signature]
Alan E. Hyman, P.E.
District Director of
Department of Transportation Operations

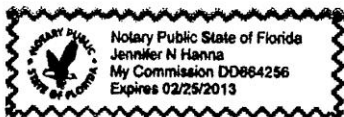
STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME appeared Alan E Hyman, who, being first duly sworn,
deposes and says that he resides at _____, City
of _____, and the County and State above named; that he signed the foregoing
petition as petitioner for the voluntary annexation by the City of Winter Park, Florida of the
property described therein; and that the representations and statements contained in the foregoing
petition are true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and Subscribed
Before me this 3rd day
of February, 2012.

[Signature]
Notary Public, State of Florida at Large
My Commission Expires: 2-25-2013



[Signature]
Witness
[Signature]
Witness



city commission public hearing

item type	Public Hearing	meeting date	February 27, 2012
prepared by department division	Lindsey Hayes Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Historic Preservation Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

subject

Vicki and David Beaumont Jr., the owners of 1301 Pelham Road, are requesting the listing of their property at 1301 Pelham road in the Winter Park Register of Historic Places.

motion | recommendation

The Historic Preservation Board voted unanimously on February 8, 2012 to recommend listing 1301 Pelham Road in the Winter Park Register of Historic Places. The listing is finalized by resolution of the City Commission. (attached)

summary

1301 Pelham Road retains its architectural integrity and is significant for its association with the development of the Orwin Manor subdivision. It is an example of the Colonial Revival style in Winter Park. (HPB staff report follows)

board comments

none

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1301 PELHAM ROAD, WINTER PARK, FLORIDA, AS A HISTORIC RESOURCE IN THE WINTER PARK REGISTER OF HISTORIC PLACES.

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well being and quality of life of the citizens of Winter Park; and

WHEREAS, there is the desire foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the property located at 1301 Pelham Road, Winter Park, Florida is associated with the early development of Orwin Manor, represents an example of Colonial Revival style architecture, retains its historical integrity and meets the criterion for historic resource status,

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

The City Commission of the City of Winter Park hereby supports and endorses the designation of the property located at 1301 Pelham Road as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 27th day of February 2012.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



CITY OF WINTER PARK
HISTORIC PRESERVATION COMMISSION

Staff Report
February 8, 2012

HDA 12-001 Request Vicki and David Beaumont Jr. to designate their house located at 1301 Pelham Road, Winter Park, Florida to the Winter Park Register of Historic Places. Individual historic resource. Zoned R1-A. Parcel ID. #12-22-29-6432-02-010.

Description. 1301 Pelham Road was built about 1926 for J.C. Harrison and his wife C. A. Harrison. They purchased the property from Walter Rose and the Central Florida Development Company. Located near the northern border of Orwin Manor on the southwest corner of Pelham Road and Harmon Avenue, it is a Colonial Revival style house that was part of the initial construction of the Orwin Manor Westminster section. The one story wood frame house has a continuous raised brick foundation and a generally symmetrical footprint. The moderately-pitched roof is surfaced with composition shingles. The main body of the house has a side facing gable roof and there is a rear facing gable roof over the rear portion. The house is clad in horizontal wood siding. The façade is symmetrical with the entry porch under a front facing shallow arched roofed portico supported by a pair of round, fluted columns. The paneled entry door is flanked with sidelights. The façade has pairs of double-hung windows on both sides of the entry. The windows are mostly six over one type. An unusually shaped brick chimney is located on the north side elevation of the house. The north side also has a bay window. A smaller bay window on the same side appears to be a later addition. The rear entry porch was probably open originally but has been enclosed and a covered portico added. The property includes a freestanding, wood frame two-car garage oriented toward Harmon Avenue. The property is in fair condition.

Architecture. The Colonial Revival style traces its origins to the 1876 Philadelphia Centennial Exposition where many of the exhibit buildings sought to revive and interpret historical "Colonial" types. The Colonial Revival style became popular at the turn of the century. In Florida, it exerted a strong influence on vernacular architecture. Colonial style buildings, generally residences, were usually two to two-and one-half stories in height. They typically display symmetrical massing, exhibit a tall hip roof and might have hip dormers. It was the most popular middle and upper class house style during the early twentieth century. Subtypes common before 1910 where the asymmetrical type with colonial details and a symmetrical hipped roof form. More authentic interpretations followed later based on the ability for publications to include photographs of colonial buildings so homes built between 1915 and 1935 more closely followed the style. The house at 1301 Pelham Road is more typical of the one-story Cape Cod cottage sub-types which were generally modeled after early New England

wood-framed vernacular houses and which continued to be a popular interpretation of Colonial Revival style during the 1920s and 40s.

Orwin Manor. In 1924 the property that would become Orwin Manor subdivision was sold to Walter Rose's Central Florida Development for \$260,000 at a rate of \$1,300 per acre. Central Florida Development had obtained their charter to sell real estate on February 23, 1924. Walter Washington Rose was the President of Central Florida Development Company. Earlier, Rose had developed Rosearden and Rosemere subdivisions in Orlando.

Walter Rose started his career as a Western Union operator after his school days in Athens, Georgia. He came to Orlando in November of 1909 to straighten out a Western Union managementship difficulty. After a few years he quit Western Union to take a sales position with a drug manufacturing firm, but in 1913 entered the real estate business here with twenty-five dollars. Walter Rose served Orange County and Florida with distinction and notable success as state senator from 1932-1949, totaling 16 years. He retired in 1949 after serving a term as senate president in 1943. As a senator, he fathered the Florida real estate license law which created the Florida Real Estate Commission. He served as chairman from 1925 through 1932, when he was then elected to the senate.

During the 1920s Florida Land Boom days, Rose's Central Florida Development Company launched its sixth development called Orwin Manor. The name 'Orwin' was a combination of Orlando and Winter Park, and was suggested by Louise Morton. The Westminster section bounded by Clay Street to the west, Harmon Avenue to the north and the railroad tracks to the east was platted in 1924 and developed first. It was closely followed by the Stratford section to the east of the railroad tracks.

The first structures in Orwin Manor were the great stuccoed gates spanning three corners at the intersection of Orange Avenue, Clay Street and Wilkinson Street. The remaining structures were restored and designated an Orlando historic landmark in 1990. Similar gates flanking Orange Avenue just southeast of US 17/92 were demolished at some point. A sales office constructed in the Mediterranean revival style was soon constructed at 1701 North Orange Avenue along what was then the main and only two lane road (called Dixie Highway) between Orlando and Winter Park. The sales office was later demolished.

The first homes in Orwin Manor's Westminster Section were built starting in 1925. A June 10, 1926 article in The Winter Park Herald stated, ". . . in November of 1925 sales amounting to one-half million dollars were completed in twenty-six days. In this first (Westminster) section more than fifty homes are occupied or under construction." These homes were mostly Mediterranean themed styles which virtually defined Florida's great 1920's Land Boom era along with a variety of styles including Colonial Revival, Tudor Revival, Mission and Bungalow. Due to Walter Rose's foresight, the streets of Orwin Manor, marketed as 'The Great White Way', were lined with curbs, sidewalks, streetlights with underground wiring, oak trees and palms. When the Land Boom went bust, construction in Orwin Manor slowed and didn't seriously pick up again until the post World War II building boom when many vacant lots were

developed with new homes. The restrictions included in the early sales agreements offers an interesting view into the patterns of development, culture and the standards of the times (see attached March 26, 1926 document).

Significance. 1301 Pelham Road retains its architectural integrity and is significant for its association with the development of the Orwin Manor subdivision. It is an example of the Colonial Revival style in Winter Park.

RECOMMENDATION:

Staff recommendation is for listing as a historic resource in the Winter Park Register of Historic Places.



City of Winter Park
Planning Department
401 Park Avenue, South
Winter Park, Florida 32789
407-599-3498

City of Winter Park Historic Designation Application

1. 1301 PELHAM ROAD WINTER PARK, FLA 32789
Building address
- BEAUMONT JR. DAVID J. 1301 PELHAM RD 407-628-0989
Owner's name(s) BEAUMONT, VICKI L. Address WINTER PARK, FLA Telephone

Applicant's name (if different from above) Address Telephone

2. I, DAVID J. BEAUMONT JR., as owner of the property described above, do hereby authorize the filing of this application for historic designation for that property.

David J. Beaumont Jr.
Owner's Signature

12-16-11
Date

Historic Preservation Board Office Use

Criteria for Designation

- ☒ A. Association with events that have made a significant contribution to the broad patterns of history including the local pattern of development; or
- ☐ B. Association with the lives of a person or persons significant in our past; or that
- ☐ C. Embodies the distinctive characteristics of a type, period, or method of construction or that represents the work of a master, or that possesses high artistic values or that represents a significant and distinguishable entity whose components may lack individual distinction; or
- ☐ D. Has yielded or are likely to yield information important in prehistory or history.

12-22-29-6432-02-010
Legal description

C. 1926
Year built

Historic name of building (if any)

Historic district name (if any)

Date received: 12-22-2011

HPC Meeting: 2-8-2012

Case File No.: 12-001

Florida Master Site File No.: OR- 0793

☐ Local Historic Landmark

☒ Local Historic Resource



NORTH ELEVATION



FRONT (EAST) ELEVATION



NORTH SIDE CHIMNEY



SOUTH SIDE ELEVATION



REAR ELEVATION



GARAGE

ORWIN MANOR

Westminster Section

Description

All that part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 12 and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 13, T. 22 S., R. 24 E., lying North and West of the A.C.L. R.R.

Scale: 1 inch = 20 feet.

Date: November, 1924.

E. E. White, Civil Engr.

Orlando, Florida
Reg. Cert. 4165



State of Florida
County of Orange

Owner's Certificate

Personally appeared before me Walter W. Rose, President of the Central Florida Development Co. who being duly sworn deposes and says: that the Central Florida Development Co. is the owner of the land described in the caption and has authorized and accepted the survey and subdivisions as shown hereon.

Central Florida Development Co.
by Walter W. Rose, President

Subscribed and sworn to before me this 24 day of November A.D. 1924
(Notarial Seal)

Mia Beck, Notary Public
Notary Public for the State of Florida at large, My commission expires Dec. 9, 1927

State of Florida
County of Orange

Engineers Certificate

Personally appeared before me E. E. White, Civil Engineer, who being duly sworn deposes and says: that the plat hereon is a true and correct representation of the survey and subdivision of the land described in the caption.

E. E. White, Civil Engineer

Subscribed and sworn to before me
this 24 day of Nov. A.D. 1924

M. I. Hart, Notary Public

(Notarial Seal)

My commission expires 4/1/1925

ORWYN MANOR VACATING R.R. PUBLIC RAILROAD PARTITION OF HAZEL STREET
LYING BETWEEN THE EXISTING RAILROAD LINE OF THE R.R. AND THE
NEW LINE OF ORANGE AVE., LYING BETWEEN THE EXISTING RAILROAD LINE
AND RENEWED ASSOCIATION AND PART OF ORWYN MANOR, RECORD
BOOK 31, PAGE 26, 27, 28, 29
SEE E. E. WHITE, CIVIL ENGINEER (REPLAT) PLAT BOOK 30, PAGE 27
REPLACING A PORTION OF PLAT

Filed and recorded Nov. 24, 1924 at 10 A.M.
B. M. Robinson, Clerk
By in and out D.C.

THIS INDENTURE, Made this twenty-sixth day of March, A.D. 1926 Between Central Florida Development Company, a corporation existing under the laws of the State of Florida having its place of business in the County of Orange and State of Florida, party of the first part, and J. C. Harrison and C. A. Harrison, his wife, of the County of Orange and State of Florida, parties of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of Ten and no/100 and other valuable considerations dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm, unto the said parties of the second part and their heirs and assigns forever, all that certain parcel of land, lying and being in the County of Orange and State of Florida more particularly described as follows:

Lot No. 1. Block 2 of Orwin Manor, according to Plat Book J. Page 118,
Records of Orange County, Florida.

The above lot or parcel of land is sold subject to following restrictions:

1. That no unlawful or immoral use shall be made of the premises hereby agreed to be conveyed nor shall the same nor any part thereof, nor any interest therein, be sold, leased or otherwise conveyed to any person other than of the Caucasian race, provided that nothing herein contained shall prevent the keeping and maintaining of servants on the said property for reasonable family use.
2. That the Grantees their heirs or assigns, shall at no time erect any dwelling on the above described premises costing less than \$5,000.00 and that no part of said dwelling or any other structure shall be within 25 feet of the front property line of said premises and that such dwelling shall face upon Pelham Road.
3. No building shall be constructed or erected on any of the above lots in Orwin Manor until after the plans, specifications and location of same shall have been approved by the Grantor, its successors or assigns.
4. No garage or other outbuilding shall be used for residential purposes until the main residence shall have been erected.
5. No outside toilet shall be permitted in any part of said Orwin Manor, but there shall be constructed by said Grantee in connection with any residence on any of said lots a septic tank in accordance with specifications approved in writing by Grantor.
6. The privilege is hereby reserved to the Grantor, its successors or assigns to erect and maintain electric and telephone poles, and suitable equipment for any other utilities and lay water mains on or in the rear three feet of the land hereby conveyed or on or in the three foot strip along the side lines thereof, when necessary to gain access to the three foot strip reserved along the rear lines of lots in Orwin Manor for utility purposes, and for such purposes as well as to repair, remove or replace said poles, equipment and mains, the said Grantor shall have the right for itself, its agents and employees to enter upon said premises in reasonable manner and at reasonable times.
7. The lots hereinabove described shall not at any time be sub-divided nor sold except each lot as a whole, but this restriction shall not prevent the Grantee from conveying any part of said lot or lots to the owner or owners of lots adjoining the lot or lots hereby agreed to be conveyed.
8. The Grantor, its successors or assigns shall have the right from time to time to release any of the above or foregoing restrictions, conditions or limitations by sealed instrument duly executed in accordance with the Laws of the State of Florida, for the conveyance of real state.

9. No servant's quarters, garages or outbuildings of any kind or nature, excepting only garden and ornamental landscape structures, shall be erected or constructed on the lot or lots hereinabove described, excepting on that portion of the lot to the rear of the house and on the inside portion of corner lots.

10. No horses, cows, cattle, or hogs shall be kept or raised on Said Lands, and no poultry shall be kept within 100 feet of any side-walk line.

11. No bill boards, outdoor advertising, display or other signs of any kind shall be constructed, erected, used or placed upon the land hereby conveyed without the express written consent of the Grantor, its successors or assigns.

12. No fence or fence walls of any kind shall be constructed or maintained in or around any portion of the said lands except that portion to the rear of the back line of the house, provided, that on corner lots no fence or wall shall be constructed or maintained closer to the side street than the side of the house. Coping of ornamental design, approved by the Grantor, nor more than eighteen inches in height or ornamental shrubbery not more than three feet in height, may be used in lieu of fences.

13. The above described premises shall be used only for residential purpose, and not more than one one-family residence and one private garage shall be erected on the lot or each of the lots hereinabove described. Nothing herein contained, however, shall prohibit the construction or erection of servant's quarters in connection with the garage on Said Land, but it is expressly understood that no such servant's quarters, garage or other outbuildings shall be constructed prior to the construction of the main house as shown on plans, specifications and location approved by the Grantor.

14. That said premises or any buildings erected thereon shall not for a period of thirty years from date be used or occupied for the purpose of any trade, manufacturing, or business of any description, nor as a public school, hospital or charitable institution.

It is mutually agreed by and between the parties as a part of the consideration of this instrument that the breach of the foregoing restrictions shall work a forfeiture of this contract and the rights herein provided for, and the said above described premises shall automatically revert to the Grantor and the Grantor shall have the right to re-enter and re-possess said property, or at its option the Grantor shall have its remedy by injunction to compel the observances of said restrictions; reservations in this provision shall be included in Deed and shall inure to the benefit of all subsequent grantees who afterwards become grantors, and shall be a covenant running with the land.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part doth covenant with the said parties of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President and its corporate seal to be affixed, the day and year above written.

Signed, sealed and delivered in our presence:

S. Cowland
Anna L. Rhodes

Central Florida Development Co.

By Walter W. Rose,

President.

(Corporate Seal)
(\$1.50 I.R.S.)

STATE OF FLORIDA
SS
COUNTY OF ORANGE.

I HEREBY CERTIFY, That on this 26th day of March, A.D. 1926 before me personally appeared Walter W. Rose, President of Central Florida Development Company, a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing conveyance to J. C. Harrison and C. A. Harrison, his wife, and who acknowledged the execution thereof to be his act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said Corporation, and the said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Orlando in the County of Orange and State of Florida, the day and year aforesaid.

(Notarial Seal)

Anna Laura Rhodes (Seal)

Notary Public for the State of Florida at Large.

My commission expires Oct. 8, 1929.

Filed in office and recorded this the 31st day of March, A.D. 1926, at 10.20 A.M.

By

Clerk.

D.C.

A.R.B...

Jr S

THIS INDENTURE, Made this 16 day of March, A.D. 1926, BETWEEN Florando Securities Company, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Orange and State of Florida, party of the first part, and Ella L. Meyer of the City of Ballston and State of Virginia party of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten dollars and other valuable considerations, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part and her heirs and assigns forever, all that certain parcel of land lying and being in the County of Orange and State of Florida, more particularly described as follows:

Lot Nine (9) in Block 68 of Angebilt Addition to Orlando, Florida, according to the plat thereof recorded in Office of Recorder of Deeds in Orlando, Fla.

It is a condition of this deed, running with the land forever that no transfer, mortgage, lease or conveyance of any kind whatsoever shall be made to anyone excepting a member of the Caucasian race. Also no buildings shall be erected nearer than 20 feet to the front property line, nor residence at a cost of less than \$2000.00, it being understood and agreed that a violation of these conditions shall constitute a reversion of the above described property to the immediate grantor. Also no person shall use these lots for living purposes for more than six months prior to the building of the house, nor shall the property ever be used for other than residence purposes prior to noon July 24th, 1943.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in

Collection of this deed assigned my clerk to keep 27 pages 576. Jan. 22 1926
 Attest: Anna Laura Rhodes, Notary Public for the State of Florida at Large.



Parcel ID: 292212643202010
Address: 1301 PELHAM RD



292212643202010 01/31/2007

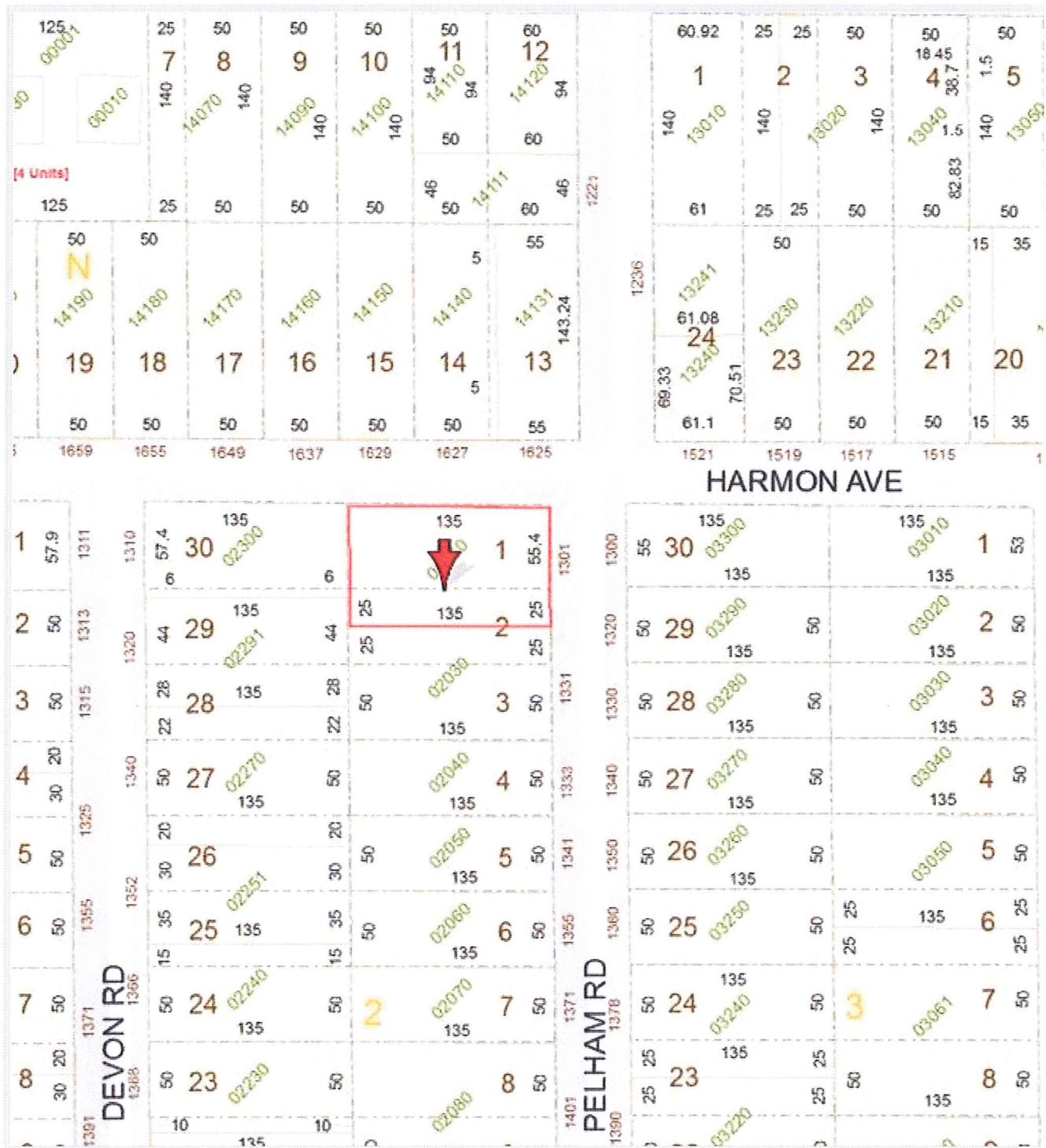
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Information contained within this web site may be used as a visual aid and to generally locate, identify, and inventory parcels in Orange County, Florida. There may be inherent errors and limitations associated with this type of electronic medium. Orange County Property Appraiser cannot warrant or guarantee the information contained herein including but not limited to its accuracy or completeness.



OCA Web MAP

PRINT CONTACT



Parcel ID: 292212643202010 (Rng-Twn-Sec format)

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

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IDENTIFYING FEATURES

Accentuated front door, normally with decorative crown (pediment) supported by pilasters, or extended forward and supported by slender columns to form entry porch; doors commonly have overhead fanlights or sidelights; facade normally shows symmetrically balanced windows and center door (less commonly with door off-center); windows with double-hung sashes, usually with multi-pane glazing in one or both sashes; windows frequently in adjacent pairs.

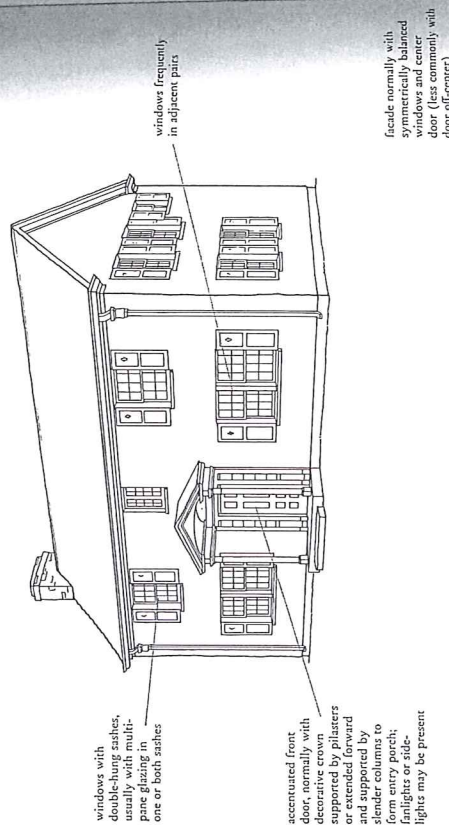
PRINCIPAL SUBTYPES

Nine principal subtypes can be distinguished. Some examples may be almost identical to their colonial (particularly Georgian and Adam) prototypes. Clues for distinguishing Revival copies from early originals are given below under Variants and Details.

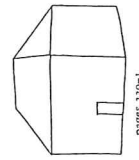
ASYMMETRICAL—About 10 percent of Colonial Revival houses have asymmetrical facades, a feature rarely seen on their colonial prototypes. These asymmetrical examples range from rambling, free-form houses resembling the free classic Queen Anne style (see pages 276-9) to simple boxes with asymmetrical window or porch arrangements. Prior to 1900 this subtype accounted for about one-third of all Colonial Revival houses. After 1910 few examples were constructed until the 1930s, when irregular facades reappeared with less elaborate detailing. These were, in part, inspired by the desire for attached garages, which were difficult to incorporate within a balanced facade.

HIPPED ROOF WITH FULL-WIDTH PORCH—About one-third of Colonial Revival houses built before about 1915 are of this subtype, which is sometimes called the Classic Box. These have a one-story, full-width porch with classical columns, which is added to a symmetrical, two-story house of square or rectangular plan. Two-story pilasters are common at the corners; dormers, hipped or gabled, are usually present. Doors may be centered or placed to the side. These houses have both Neoclassical and Colonial Revival influences, but lack the full-height porches of typical Neoclassical houses.

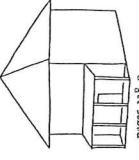
HIPPED ROOF WITHOUT FULL-WIDTH PORCH—About 25 percent of Colonial Revival houses are simple two-story rectangular blocks with hipped roofs; porches are usually absent or, if present, are merely small entry porches covering less than the full facade width. This subtype, built throughout the Colonial Revival era, predominates before about 1910. On early examples, the colonial detailing tended to be highly exaggerated and of awkward



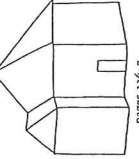
HIPPED ROOF WITHOUT FULL-WIDTH PORCH



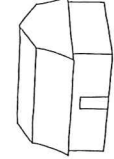
HIPPED ROOF WITH FULL-WIDTH PORCH



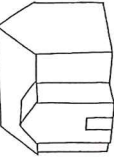
ASYMMETRICAL



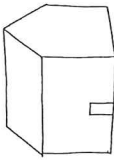
CAMBREL ROOF



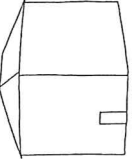
CENTERED GABLE



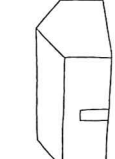
SIDE-GABLE ROOF



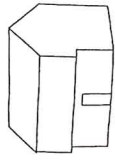
THREE-STORY



ONE-STORY



SECOND-STORY OVERHANG



detailing became more "correct" by closely following Georgian or Adam precedents.

SIDE-GABLED ROOF—About 25 percent of Colonial Revival houses are simple, two-story rectangular blocks with side-gabled roofs. As in the type just described, the details tend to be exaggerated prior to 1910 and more "correct" afterward. This subtype was built throughout the Colonial Revival era but predominates after about 1910.

CENTERED GABLE—Less than 5 percent of Colonial Revival houses have a centered front gable added to either a hipped or side-gabled roof. These uncommon Revival houses mimic high-style Georgian or Adam prototypes. Scattered examples were built throughout the Colonial Revival era.

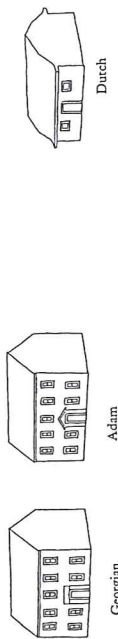
GAMBREL ROOF—About 10 percent of Colonial Revival houses have gambrel roofs. Most are one story with steeply pitched gambrels containing almost a full second story of floor space; these have either separate dormer windows or a continuous shed dormer with several windows. A full-width porch may be included under the main roof line or added with a separate roof. This subtype is known as Dutch Colonial, but very few examples closely follow early Dutch precedent. From about 1895 to 1915 the most common form has a front-facing gambrel roof, occasionally with a cross gambrel at the rear. These are influenced by the typical gambrels of the earlier Shingle style (see pages 298-9). Side gambrels, usually with long shed dormers, became the predominant form in the 1920s and '30s.

SECOND-STORY OVERHANG—This subtype is loosely based on Postmedieval English prototypes (see page 107), commonly built with the second story extended slightly outward to overhang the wall below. The subtype was relatively rare until the 1930s, when stylized, side-gabled examples (called Garrison Colonial houses) became very popular. These persisted into the 1950s. Unlike their early prototypes, these typically have mansory-veneered first stories with wooden wall claddings above. Georgian- or Adam-inspired doorways are commonly mixed with decorative pendants or other Postmedieval details.

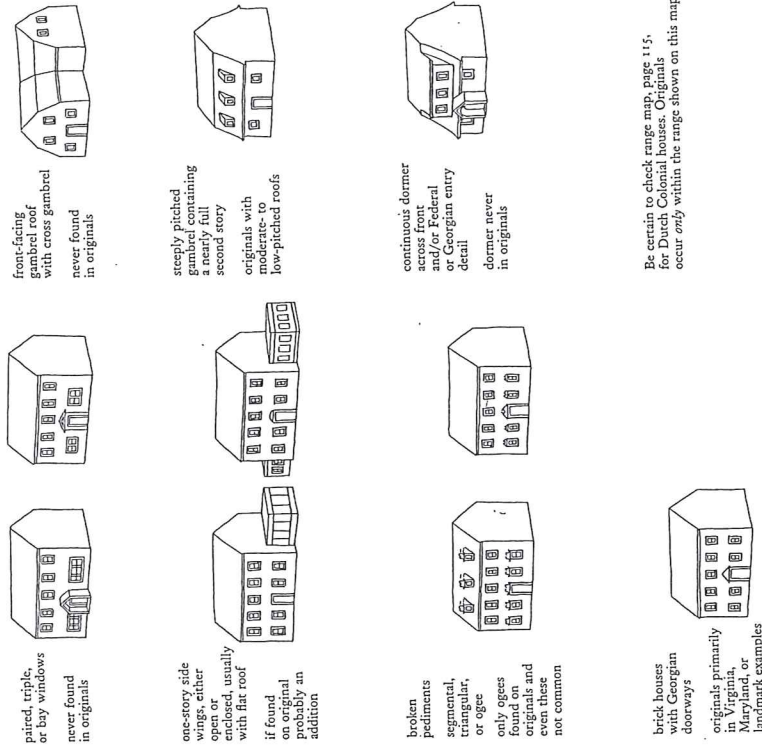
ONE-STORY—The preceding subtypes are all based on familiar two-story prototypes, but one-story Colonial Revival houses are also common. These are generally Cape Cod cottages, loosely patterned after early wooden folk houses of eastern Massachusetts, usually with the addition of Georgian- or Adam-inspired doorways. These were built throughout the Colonial Revival era but were most common in the 1920s and '40s.

THREE-STORY—A small percentage of Colonial Revival houses are three stories high. These include both narrow urban houses and more typical forms modeled after three-story Adam prototypes, common in parts of New England (see page 164). These typically have low-pitched, hipped roofs which appear almost flat; Adam fanlights are usual over entrances. In the early decades of this century, narrow urban houses were becoming less common in all but the largest cities. In those populous cities where urban houses persisted, Colonial Revival detailing remained popular through the 1920s.

ORIGINAL EXAMPLES



REVIVAL EXAMPLES



Be certain to check range map, page 115, for Dutch Colonial houses. Originals occur only within the range shown on this map.

VARIANTS AND DETAILS

As in their Georgian and Adam prototypes, the principal areas of elaboration in Colonial Revival houses are entrances, cornices, and windows.

ENTRANCES—The illustrations of Georgian and Adam entrances on pages 155 and 158 include most variants found on colonial prototypes; some common additional variations favored on Colonial Revival houses are illustrated here. Broken pediments, rare on colonial originals, were particularly favored by the Revivalists. Entrance details on careful Colonial Revival copies can be distinguished from originals only by their regular, machine-made finish, which contrasts with the slightly irregular hand finishes of early examples. On less precise Colonial Revival copies, door surrounds are typically flatter than the originals; that is, less wood and fewer and shallower moldings are used to gain a similar frontal effect but less depth and relief are apparent when viewed from the side.

CORNICES—In original Georgian and Adam houses the cornice is an important identifying feature. It is almost always part of a boxed roof-wall junction with little overhang, and is frequently decorated with dentils or modillions (see page 155). These are also typical of many Colonial Revival examples. Some, however, have open eaves and rake, or even exposed rafters, features never found on original colonial houses.

WINDOWS—As in the originals, most Colonial Revival windows are rectangular in shape with double-hung sashes. In the more accurate copies, each sash has six, eight, nine, or twelve panes. Equally common are multi-pane upper sashes hung above lower sashes that have only a single large pane, a pattern never seen on colonial originals. Where bay windows, paired windows, or triple windows (except the Adam Palladian type) are present, they clearly signify a Colonial Revival house rather than an original.




































OTHER DETAILS—All common wall materials were used, but masonry predominates in high-style examples. Vernacular examples were generally of wood before about 1920, with masonry progressively more common as veneering techniques became widespread in the 1920s. High-style elaborations of Georgian and Adam originals may also occur on landmark Colonial Revival copies.

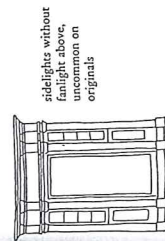
OCCURRENCE

This was a dominant style for domestic building throughout the country during the first half of this century. The different subtypes were not, however, equally common throughout this long period, but shifted with changing fashion (see each subtype above). After briefly passing from favor in mid-century, the style has recently reappeared in somewhat different form as a dominant Neoclectic style (see page 489).

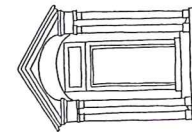
COMMENTS

The term "Colonial Revival," as used here, refers to the entire rebirth of interest in the early English and Dutch houses of the Atlantic seaboard. The Georgian and Adam styles form the backbone of the Revival, with secondary influences from Postmedieval English or Dutch Colonial prototypes. Details from two or more of these precedents are freely combined in many examples so that pure copies of colonial houses are far less common than are eclectic mixtures.

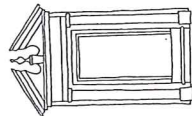
ASYMMETRICAL					
	HIPPED ROOF WITH FULL-WIDTH PORCH				
	SIDE-GABLED & HIPPED WITHOUT FULL-WIDTH PORCH with exaggerated details				
	with more accurate and/or simpler details vernacular brick examples Hipped predominate pre-1910, gabled predominate post-1910				
	ONE-STORY				
	GAMBREL OR DUTCH COLONIAL front or cross gambrel				
	side gambrel				
	SECOND-STORY OVERHANG				



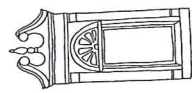
sidelights without
fanlight above,
uncommon on
originals



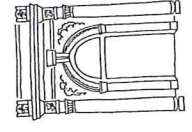
porches with
fanlights
(roof may be
gable or curved),
on few
originals



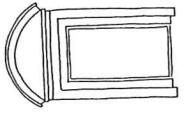
broken triangular
and segmental
pediments:
rare on
originals;
broken ogee
pediments
occasionally
on originals



broken pediments,
not usually
over
fanlights
on originals



heavily
elaborated
entrances, not
uncommon on
American originals
(copied
from English
Georgian)



pediments
without
supporting
pilasters,
not
on originals

REVIVAL ENTRANCES: SOME COMMON WAYS THEY VARY FROM ORIGINALS

ONE-STORY

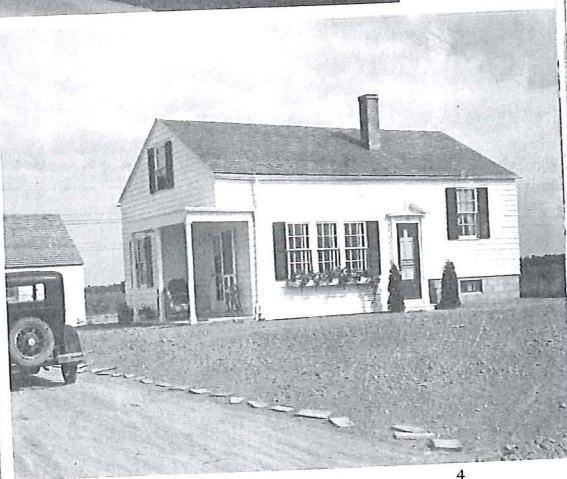
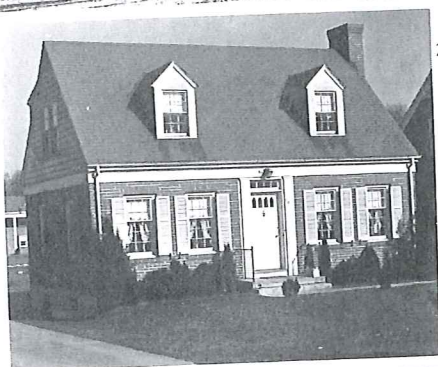
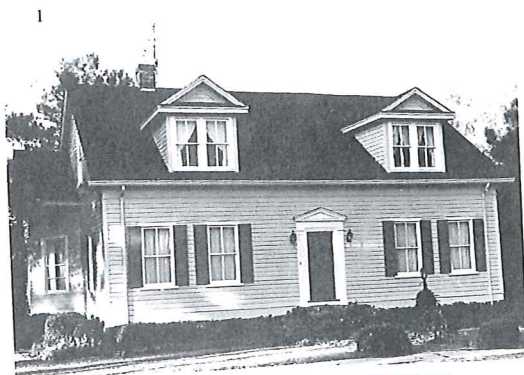
1. Greeleyville, South Carolina; ca. 1910. Wilder House. See the comments on Figure 2.

2. Louisville, Kentucky; 1920s. This is a typical example of the Cape Cod cottage. Figure 1 is an earlier Cape Cod, which lacks the proportions of the Colonial originals (note the lower roof pitch, oversized dormers, and extra width and height of the front facade). The Cape Cod is the most common form of one-story Colonial Revival house. As a form, it originated in the early 18th century and continued with few changes through the 1950s.

3. Dallas, Texas; 1929. Randall House. This house has a formal, Adam-inspired entry porch and doorway.

4. Decatur, Indiana; ca. 1935. A modest asymmetrical interpretation of the Cape Code.

5. Macon, Georgia; 1912. Stetson House. Note the lower one-story wings; this finely detailed example, like Figure 3, was inspired by more pretentious Colonial antecedents than the typical Cape Cod examples shown in figures 1, 2, and 4.





city commission public hearing

item type	Public Hearing	meeting date	February 27, 2012
prepared by department division	Lindsey Hayes Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Historic Preservation Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

subject

The Historic Preservation Board is recommending amendments to the historic preservation section of the Land Development Code.

motion | recommendation

The Historic Preservation Board voted on February 8, 2012 to recommend approval.

summary

The historic preservation ordinance was put in place in 2001 and has not had an in-depth review since then. Drawing on a decade of implementation experience, the HPB has reviewed the ordinance over the last year and developed a number of proposed amendments. Catherine Reischmann in the city attorney's office has reviewed the proposed amendments and has offered additional comments which have been incorporated into the amendments recommended by the board. The proposed amendments:

- Provide clarification for staff reviews of minor alterations under administrative review
- Provide for board member qualifications
- Clarify some definitions
- Enhance outreach to potential historic district resident during the designation process
- Clarify the criteria and conditions for variances
- Reduce the size of accessory dwellings to 750 square feet in most circumstances
- Add an expiration date for certificates of review and an extension process
- Clarify the certificate of review appeal process
- Remove outdated/ineffective inordinate burden to property references
- Provide for consistency with the city-wide board ordinance and departmental restructuring

Reestablishing the board member qualifications will allow the city to meet the standards to become a Certified Local Government (CLG). Florida has a set-aside of grant funds for CLGs. Cities that have CLG status have much greater likelihood of grant funding for preservation activities. There is no cost for CLG application or participation. A board with these qualifications will produce reasoned, defensible decisions.

board comments

None

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA,
AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE"
ARTICLE VIII, "HISTORIC PRESERVATION" SO AS TO
PROVIDE CLARITY, IMPROVE FUNCTIONALITY AND TO
ALLOW THE CITY TO MEET THE STANDARDS FOR
PARTICIPATION IN THE FLORIDA CERTIFIED LOCAL
GOVERNMENT PROGRAM.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER
PARK:

SECTION 1. That Chapter 58 "Land Development Code", Article VIII "Historic Preservation" of the Code of Ordinances is hereby amended and modified as shown in Exhibit A (ATTACHED).

SECTION 2. All ordinances or portions or ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall become effective immediately upon its final passage and adoption.

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

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

EXHIBIT A

Article VIII. HISTORIC PRESERVATION

Division 1- GENERALLY

Section 58-433. - Short title; intent and purpose.

- (a) *Short title.* This article shall be cited as the Winter Park Historic Preservation Code.
- (b) *Intent and purpose.*

- (1) The purpose of these regulations is to establish the framework for a comprehensive historic preservation program in the city.
- (2) It ~~shall be~~ is the policy of the city to promote the educational, cultural, and economic welfare of the public by preserving and protecting historic structures, sites, portions of structures, groups of structures, manmade or natural landscape elements, works of art, or integrated combinations thereof, which serve as visible reminders of the history and cultural heritage of the city, state, or nation. Furthermore, it is the purpose of this article to strengthen the economy of the city by stabilizing and improving property values in historic areas and to encourage new buildings and development that will be harmonious with existing historic buildings and districts.
- (3) In addition, the provisions of this article will assist the city and private property owners to be eligible for federal tax incentives, federal and state grant funds, property tax abatement, and any other incentive programs for the purpose of furthering historic preservation activities.

Section 58-434. – Definitions.

The following words, terms and phrases, as used in this article, shall have the meanings set forth below except where the context clearly indicates a different meaning.

Addition means a construction project physically connected to the exterior of an historic building or that increases the gross floor area of the building.

Administrative review means the Historic Preservation Board (HPB) staff may approve, approve with conditions, or deny certain types of permit applications for alterations or additions as listed in the HPB rules of procedure and based upon the standards in section 58-469 to an individually designated historic landmark, resource, or property located in a historic district. Staff is not required to grant this review and, at staff's discretion, may require review by the HPB. If the applicant wishes to appeal staff's decision, a complete certificate of review application for the project will then be placed on the HPB agenda.

Alteration means any change affecting the exterior appearance of an existing structure or improvement by additions, reconstruction, remodeling, maintenance or structural changes involving

exterior changes in form, texture, materials or color, or any such changes in appearance to a designated landmark or resource or in a ~~specially~~ designated historic site, or district.

Applicant means an individual or group who provides sufficient written information to the city to ascertain that the property potentially meets the minimum eligibility requirements for local historic designation, or who is applying for a Certificate of Review.

Archaeological site means a single specific location that has yielded, or based on previous research is likely to yield, information on local history or prehistory.

Certificate of Review means ~~the approval process a written document approved by the Winter Park Historic Preservation Commission Board HPB~~ allowing an applicant to proceed with approved exterior alterations, additions, relocation, new construction, or demolition of, or other work to, a designated historic landmark building, landmark site, historic resource or property in a historic district, following a determination of the proposal's suitability to applicable criteria.

~~(1) Standard certificate of review: Those certificates based upon such specific guidelines and standards as may be recommended by the Historic Preservation Commission and for which issuance, by the city, has been authorized upon findings that proposed actions are in accord with such official guidelines and standards.~~

~~(2) Special Certificate of review: Those certificates involving the demolition, removal, reconstruction, exterior alteration or new construction which requires determination by the Historic Preservation Commission before such certificate can be issued.~~

City means the City of Winter Park.

Commemorative historic district means a geographic area which no longer possesses a concentration of historic resources sufficient to become a historic district, but whose history is of historical, social, cultural or archeological significance to be worthy of recognition for its educational value.

Contributing element means a building or structure that contributes to the historic significance of a district, which by location, design, setting, materials, workmanship, feeling, and/or association adds to the district's sense of time, place and historic development.

Demolition means an act or process that destroys or razes, in whole or in part, a building structure or site, including a building within a district, or which permanently impairs its structural integrity.

Historic landmark or resource means any site, building, structure, landscape feature, improvement, or archaeological site, which has been designated as an historic landmark or resource pursuant to procedures described in this article.

Historic district means a geographically defined area possessing a significant concentration, linkage, or continuity of landmarks, improvements, or landscape features united by historic events or aesthetically

by plan or physical development, and which area has been designated as an historic district pursuant to procedures described in this article. Such district may have within its boundaries noncontributing buildings or other structures that, while not of such historic and/or architectural significance to be designated as landmarks or resources, nevertheless contribute to the overall visual character of the district.

Historic Preservation Commission Board (HPB) means the City of Winter Park Historic Preservation Commission Board as created by ~~section 58-441 and 58-442~~ Ordinance Number 2843-11.

Historic survey means the results of a systematic process of identifying significant buildings, sites and structures through visual reconnaissance and research for compilation in the Florida Master Site File maintained by the Bureau of Historic Resources in Tallahassee, Florida.

Improvement means any building, structure, fence, gate, wall, walkway, parking facility, light fixture, bench, fountain, sign, work of art, earthworks, or other manmade object constituting a physical betterment of real property or any part of such betterment.

Multiple property nomination means a group of related significant properties that share common themes, and are organized by historic contexts and property types.

National Register of Historic Places means a federal listing maintained by the U.S. Department of the Interior of buildings, sites, structures, and districts that have attained a quality of significance as determined by the Historic Preservation Act of 1966, as amended.

Ordinary repairs and maintenance means any:

- (1) Work done on any improvement, which does not involve a change of design, appearance or material.
- (2) Replacement of any part of an improvement where the purpose and effect of such work or replacement is to correct any deterioration, decay of, or damage to such improvement or any part thereof and to restore the same as nearly as may be practicable to its condition prior to the occurrence of such deterioration, decay or damage.

Reconstruction means the process of reproducing, by new construction, the exact form and detail of a demolished building, structure or object as it appeared at a certain point in time.

Rehabilitation means the process of repairing or altering a historic building so that an efficient contemporary use is achieved, while preserving those significant historical, architectural or cultural features that establish the character of the property.

Relocation means the act of preserving a historic structure, which cannot remain on its existing site, by physically moving it to a new location.

Restoration means the act of accurately recovering the form and details of a property as it appeared at a particular period of time, which may involve the removal of later additions or alterations, or the replacement of missing features.

Standards for Rehabilitation (36 CFR 67) as revised in 1990 means the standards provided by the National Park Service and the Secretary of the Interior that provide guidance on the sensitive rehabilitation of a historic property. The standards generally address issues that include: character defining elements; changes which have occurred over the course of the property's history; desirable approaches to the repair of damaged features; appropriate cleaning methods; archaeological resources; and new construction in connection with a historic property.

Section 58-435. - Relationship to zoning districts.

These regulations are intended to provide the framework to preserve and protect historic or architecturally worthy buildings, structures, sites, monuments, streetscapes, parks, residential neighborhoods and commercial districts. These regulations are intended to act as an overlay to existing zoning designations. Zoning amendments may be applied to designated historic structures, districts, and sites with such actions and procedures as otherwise provided for in this chapter.

Division 2. - HISTORIC PRESERVATION BOARD

Section 58-441 — ~~Establishment of the Commission.~~ Qualifications.

~~There is hereby established a Historic Preservation Commission (HPC) of the City of Winter Park.~~

- (1) At minimum, one member of the HPB shall be an architect.
- (2) Other members may have experience, expertise or demonstrated interest in one or more of the following areas:
 - a. Architecture;
 - b. History;
 - c. Architectural history;
 - d. Archaeology;
 - e. Urban planning;
 - f. Landscape architecture;
 - g. Historic preservation;
 - h. Real estate;
 - i. Law;
 - j. Cultural anthropology;
 - k. Building construction; or related fields.

Section 58-442. — ~~Membership.~~ 58-445 Reserved.

~~(a) **Members.**—The HPC shall consist of five members and one alternate to be appointed by the mayor and confirmed by the city commission. The alternate will sit in the absence of a regular member and will vote in the absence of that member. Members shall serve without~~

~~compensation but shall be reimbursed for actual expenses subject to the prior approval of the city commission.~~

~~(b) *Qualifications:*~~

~~(3) Members of the HPC be residents of the city and shall have demonstrated civic pride, interest in historic preservation, and the knowledge, experience, and mature judgment to act in the public interest to make informed and equitable decisions concerning the conservation of historic resources.~~

~~(4) At minimum, one member shall be an architect.~~

~~(5) Other members may have experience, expertise or demonstrated interest in one or more of the following areas:~~

~~l. architecture;~~

~~m. History;~~

~~n. Architectural history;~~

~~o. Archaeology;~~

~~p. Urban planning;~~

~~q. Landscape architecture;~~

~~r. Historic preservation;~~

~~s. Real estate;~~

~~t. Law;~~

~~u. Cultural anthropology;~~

~~v. Building construction; or related fields.~~

~~(c) *Voting:* A quorum shall consist of three (3) HPC members. An affirmative vote of three HPC members shall be necessary for the adoption of any motion thereof. A quorum shall include the vote of the alternate when the alternate is voting for an absent member.~~

~~(d) *Advisory members.* The HPC may appoint advisory members. Advisory members will not vote. They may be appointed to represent historic districts and/or to provide specific areas of expertise not met by voting members. The advisory members do not need to be residents of Winter Park.~~

~~(e) *Administrative.* The city shall provide the HPC with administrative staff and fiscal support subject to budgetary approval by the city commission. The city attorney shall serve as legal counsel to the HPC in all matters.~~

~~**Section 58-443. Terms of Office.**~~

~~Members of the HPC shall serve for a term of three years which shall be staggered; except, however, for initial appointees, when two members shall serve for a term of three years, two members for a term of two years, and one member for a term of one year. Members shall continue to serve in office until the appointment of a successor. Members appointed to fill a vacancy shall serve the remainder of~~

~~the unexpired term. Members may be re-appointed on the expiration of their term with a two-term limit.~~

~~(1) *Vacancies:* Vacancies on the HPC caused by expiration of a term or resignation, removal, death, or permanent absence from the city or by incapacity of a member shall be filled by appointment. The alternate shall be appointed to the vacancy and a new alternate appointed.~~

~~(2) *Removal:* Members may be removed from the HPC by a vote of the city commission. If a member is absent from two of three consecutive regular meetings without cause, and without prior approval of the chairperson, the HPC shall declare the member's office vacant. The alternate will fill the office and the HPC will petition the City Commission for the appointment of a new alternate. If a member is unable to attend four meetings in a 12-month period, the seat will be declared vacant. The alternate will fill the office and the HPC will petition the city commission for the appointment of a new alternate.~~

~~Section 58-444. — Officers.~~

~~Members of the HPC shall elect a chairperson to serve for a term of one year. In subsequent years, members shall elect a chairperson to serve for a term of one year from among the members who have served at least one year. Nothing shall prevent the HPC from naming a chairperson for a successive term. The HPC may create and fill other offices, as it may deem desirable.~~

~~Section 58-445. — Meetings.~~

~~The HPC shall meet monthly or as required to conduct its business. The HPC may adopt rules for the governance of its proceedings. All meetings and agendas will be advertised, and open to the public. Minutes of all proceedings shall be kept and made available to the public.~~

Section 58-446. - Functions, powers and duties.

The HPCCB shall be responsible for the development and administration of a comprehensive historic preservation program, and shall identify and maintain the city's historic resources for the benefit of both present and future residents. It shall be the responsibility of the HPCCB to:

- (1) Provide or recommend incentives for historic preservation, and recommend zoning changes needed to achieve the preservation of historic resources;
- (2) Identify potential historic landmarks and potential historic districts for designation; and provide assistance to, and education of, owners of properties for potential designation;
- (3) Develop and maintain a local register of historic places and review National Register nominations within the city;

- (4) Develop guidelines based upon the Secretary of the Interior's Guidelines for use in reviewing applications for Certificates of Review. The Secretary of the Interior's Standards for Rehabilitation as revised in 1990 will be used until local guidelines are developed and adopted by the HPCB;
- (5) Review applications for certificates of review for designated landmarks and resources, city-owned historic properties and sites, and historic properties for which the city has received a façade or preservation easement, and contributing and non-contributing properties within designated districts;
- (6) Approve variances, ~~subject to adopted design guidelines,~~ that are appropriate for the preservation of historic resources in conjunction with applications for certificates of review;
- (7) Conduct an ongoing survey and inventory of historically, culturally or architecturally significant buildings, structures, districts and archaeological sites within the city; coordinate survey results with the Florida Master Site File; and plan for resource preservation with the aid of staff and consultants with professional expertise as may be necessary;
- (8) Develop programs to stimulate public interest and involvement in the city's history and preservation, and inform the public of the city's preservation opportunities and the HPCB's activities;
- (9) Cooperate with and advise local, state and federal governments on preservation activities;
- (10) Attend relevant educational meetings, workshops and conferences;
- (11) Adopt rules of procedure, which shall be reviewed annually and which shall be available for public inspection; and
- (12) Perform any other function that may be designated by the city commission.

Division 3. - DESIGNATION OF HISTORIC LANDMARKS, RESOURCES AND DISTRICTS

Section 58-456. - Designation Criteria.

In order to qualify as a local historic landmark, resource or district, properties must have character, interest or value as part of the historical, cultural, archaeological, aesthetic or architectural heritage of the city, state or nation. For a multiple property nomination, eligibility may be based on the establishment of historic contexts or themes that describe the historical relationship of the properties. The eligibility of any potential historic landmark, resource or district shall be supported by meeting one or more criteria based upon the National Register of Historic Places guidelines at the national, state or local level. Properties must be at least 50 years old to be eligible for designation unless they are of exceptional importance.

(1) The National Register criteria for evaluation requires that the quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and associations and:

- a. That are associated with events that have made a significant contribution to the board patterns of our history; or
- b. That are associated with the lives of persons significant in our past; or
- c. That embody the distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- d. That have yielded, or may be likely to yield, information important in prehistory or history.

(2) Historic districts must meet one or more of the National Register criteria at the national, state or local level. A district shall possess a significant concentration, linkage, or continuity of sites, buildings, structures or objects united historically or aesthetically by plan or physical development.

- a. The identity of a district results from the interrelationship of its resources, which can convey a visual sense of the historic environment or be an arrangement of historically or functionally related properties.
- b. A district must be a legally definable, contiguous geographic area. ~~that can be distinguished from surrounding properties by changes such as density, scale, type, age, style of sites, buildings, structures, and objects, or by documented differences in patterns of historic development or associations.~~ The boundaries must be based upon a shared relationship among the properties constituting the district and represent the area which completed the process described in section 58-457(2). For the record, the boundaries should be defined by parcels and lots shown on Orange County Property Appraiser's maps.

Section 58-457. - Designation Procedures.

Winter Park historic landmarks, resources or districts shall be designated only as provided in this section. Properties, which meet the criteria for designation as set forth in section 58-456, shall be designated according to the following procedures:

(1) Designation of local historic landmark and resources.

- a. Recommendations for nomination for designation of local historic landmarks and resources may be submitted to the Planning ~~and Community Development~~ Department by the property owner, the HPCB, or a city commission member who believes that the property meets the criteria for listing as set forth in section 58-456. The proposal shall include a legal description or address of the property, a brief statement regarding its historic, cultural, aesthetic or architectural significance, and must include authorization by the property owner(s). A recommendation for nomination that does not include the property owner(s) authorization shall not proceed.
- b. Every proposed historic landmark or resource shall have a historic designation report prepared by the city that shall be presented to the HPCB at a regularly scheduled meeting.

- c. For each proposed designation of a historic landmark, the city is responsible for mailing a copy of the designation report and a notice of public hearing to all property owners of record on the latest Orange County tax roll within a 500 foot radius of the proposed landmark at least fifteen days prior to the public hearing held pursuant to this section, however failure to receive such notice shall not invalidate the same as such notice shall also be given by publishing a copy thereof in a newspaper of general circulation in the city and county at least ~~fifteen~~ thirteen days prior to the hearing.

(2) *Local historic districts.*

- a. Nominations for designation of historic districts may be submitted to the Planning ~~and Community Development~~ Department by petition from 20% of the district property owners, by any member of the HPCB, or by a city commission member, who believes that the district or neighborhood meets the criteria for listing as set forth in section 58-456. The ~~proposal~~ nomination shall include a description of the proposed boundaries of the district, and a brief statement explaining its historic, cultural, aesthetic or architectural significance, and a petition representing the ownership of at least 20% of the properties within the proposed district. Designation of historic districts shall only be considered by the HPCB subsequent to meetings with district property owners and actions as described in subsections b. and c.
- b. Prior to consideration of designation by the HPCB, the city shall ~~facilitate conferences~~ mail information to each property owner of record to notify them of the initial interest in establishing a historic district, what would be the effects of establishing a local historic district, and a schedule of informational meetings for owners and interested parties. The schedule of informational meetings will also be published in a newspaper of general circulation and posted on the city's web site. Staff will conduct informational meetings with property owners within the nominated district ~~to discuss~~ regarding the following: 1) the historic designation report, 2) proposed boundaries, 3) contributing and non-contributing buildings and elements, 4) district goals, 5) design guidelines and 6) results of designation and incentives.
- c. After informational meetings have concluded, the city will mail a summarized final historic designation report to every property owner of record in the proposed district. The mailing will describe the voting process including a 14 day deadline to respond. The final report, voting process and deadline to vote will also be posted on the city's web site. Property owners of record will be polled, with each property representing one vote. Upon receipt of a favorable vote representing the majority of the returned vote, ownership of two-thirds of the properties within the proposed district, the historic designation report shall be forwarded to the HPCB for a public hearing at a meeting. A historic district that is commemorative in nature only and whose designation report does not require design review will not require a vote of the property owners, but shall require a public hearing as described in section 58-457(2)d.
- d. The nominated historic district shall have the historic designation report presented to the HPCB at a regularly scheduled meeting. The designation report shall include the historic context, proposed boundaries, contributing and non-contributing elements, a staff

recommendation and the results of listing including guidelines for review and appropriate incentives. For each proposed designation of a historic district, the city is responsible for mailing a notice of public hearing to all property owners of record whose property is located within the boundary of the proposed district fifteen days prior to the public hearing held pursuant to this section, however failure to receive such notice shall not invalidate the same as such notice shall also be given by publishing a copy thereof in a newspaper of general circulation in the city and county at least thirteen days prior to the hearing.

- e. A commemorative historic district may be nominated by petition representing 20% of the property owners or by the HPB or by a city commission member who believes that the nominated area meets the definition. A historic district that is commemorative and whose designation report does not contain a design review requirement will not require a vote of the property owners, but shall require a public hearing as described in section 58-457(2) d.

- (3) Decision of the historic preservation ~~commission~~ board. If, after a public hearing, the HPCB finds that the proposed local historic landmark, resource or district meets the criteria set forth in section 58-456 it shall transmit such findings to the city commission along with the recommendation that the designation be approved. The historic landmark, resource or district shall only be recorded in the Winter Park Register of Historic Places following adoption of a resolution of the city commission approving such designation.

- (4) ~~The city commission shall further direct staff to notify the following of the action with a A~~ copy of the resolution(s) designating the historic landmark, resource or district and the adopted guidelines for review shall be sent to:

- Planning ~~and Community Development~~ Department
- Building and Code Enforcement Department
- City Clerk
- Public Works Department
- Owners of the affected property and other parties having an interest in the property, if known

- (5) Following the published date of a public hearing before the HPCB, no permits shall be issued by the building ~~department division~~, except for permits that do not require the review of the historic preservation ~~commission~~ board, for any new construction, exterior alterations, moving, or demolition of the real property that is the subject matter of the recommendation, until one of the following has occurred:

- The historic designation is enacted and a Certificate of Review is issued under the provisions of Division 4; or
- The historic designation is denied by the city commission; or
- The property owner has applied for an accelerated approval of a certificate of review prior to final enactment of the historic designation; and such certificate of review has been issued under the provision of section 58-473, and the property owner has voluntarily proffered a

covenant binding him to comply with all terms and conditions of the certificate of review which will cease to be effective should the city commission deny the historic designation.

- (6) Historic landmarks, resources or districts shall be formed as ~~an a-special~~ overlay, which shall be placed over the existing zoning. The regulations and procedures for both the zoning district and the historic landmark, resource or district regulations shall apply.

Division 4. CERTIFICATE OF REVIEW

Section 58-466. - Purpose.

The purpose of the certificate of review process is to assist owners of historical landmarks or resources and owners in historic districts, in accordance with design guidelines, who plan to rehabilitate, restore or redevelop their property for contemporary use to achieve their goals and take advantage of incentive programs while preserving the historic character, architecture and materials, to the greatest extent possible.

Section 58-467. - Pre-application conference.

Before entering binding commitments or incurring substantial expense in the preparation of plans, surveys and other data, and before submitting an application for a certificate of review, an applicant should confer with the ~~city~~ HPB staff to obtain information and guidance. The purpose of such conference is to further discuss and clarify conservation objectives and design ~~guidelines~~ in cases that do not conform to ~~established~~ objectives and ~~guidelines~~ the land development code. In no case shall any statement or representation made prior to the official application review be binding on the HP~~CB~~, the city commission or any city departments.

Section 58-468. - Review requirement.

The HP~~CB~~ shall review and render a decision during an advertised public hearing on applications for ~~special~~ certificates of review for any proposed exterior alterations, additions, demolitions, or relocations of designated historic landmarks, historic resources, city-owned historic properties and sites, and historic properties for which the city has received a façade or preservation easement. The HP~~CB~~ shall review and render a decision on all applications for ~~special~~ certificates of review for any proposed exterior alterations, additions, demolitions, new construction or relocations within the boundaries of designated historic districts for both contributing and non-contributing properties. The HP~~CB~~ may approve, approve with recommendations, or deny an application. For reconstructed buildings that have been permitted pursuant to section 58-480, the provisions of this section shall still apply. Appeals are provided for in section 58-477.

Section 58-469. - Guidelines for review.

In adopting guidelines for review, it shall be the intent of the HP~~CB~~ to preserve the exterior historic characteristics of the landmark, resource or district, and to promote maintenance, restoration,

adaptive reuses appropriate to the property, and compatible contemporary designs which are harmonious with the exterior architectural and landscape features of neighboring buildings, sites, and streetscapes. Guidelines shall also serve as criteria for staff to make decisions, as permitted by the HPCB, regarding applications for standard certificates of review.

- (1) The U.S. Secretary of the Interior's Standards for Rehabilitation as revised in 1990 are generally the standards by which applications for any Certificate of Review for landmark buildings, sites, districts or neighborhoods are to be measured and evaluated. The HPCB may recommend additional standards to preserve and protect ~~special~~ features unique to the city or may recommend amending existing guidelines to the city commission.
- (2) Variances to achieve the design review standards for historic preservation may be granted from the land development code requirements as may be appropriate ~~to achieve the design review standards for historic preservation for the purposes of this ordinance provided the variance does not negatively affect the character of the area and with good cause shown.~~ These variances may include those for building height, side, rear and front setbacks, building coverage, floor area ratio, impervious coverage, stormwater retention and walls and fences. Building code exemptions may be granted subject to the guidelines of the Florida Building Code for qualified historic buildings or structures. Additional information to justify variances and exemptions may be needed.
 - a. When a variance or exception is considered, the application shall comply with the notice standards listed in Section 58-473 (c).
 - b. All variance requests through the HPCB design review process shall be limited to properties with individual landmark, resource or district designation. This landmark, resource or district designation must be completed before issuance of a building permit for the work that required a variance.
 - c. The appeal of a decision to grant or deny a variance by any person aggrieved by the decision of the HPCB shall be taken to the city commission after following notice criteria of Section 58-88 (c) (1) if filed within 15 days of the date of the decision by the HPCB.
- (3) The HPCB may also allow garage apartments or accessory cottages to be determined to be conforming uses on designated historic landmarks and resources or on properties in a designated historic district.
 - a. Historic designation must be completed before the issuance of a building permit or approval for the construction, re-establishment or construction of a new garage apartment or accessory cottage.
 - b. Building setbacks shall be determined by the HPCB, however no garage apartment or accessory cottage shall be in a required front setback or closer than five feet to a rear or side line, unless such setback currently exists. ~~, or in a required front setback.~~
 - c. ~~Garage apartments or accessory cottages shall not exceed 1,000 square feet in size. It is desirable that garage apartments or accessory cottages not exceed 750 square feet. The HPB may reduce or enlarge this square foot limitation depending on the configuration or size of the property.~~ Conversion of any existing garage space shall not be allowed, but an existing garage may be enlarged in height or ground area to accommodate the garage apartment. Garage apartments or accessory cottages may

utilize a separate electric meter and utility connections contingent upon meeting the parking requirements for an accessory dwelling unit.

- d. Tenants must be provided on site parking space(s) behind the front setback of the principal residence. All required parking spaces must be accessed independently and shall not require moving any vehicle to allow another vehicle to enter or exit from the property. All vehicles shall be parked on site in spaces conforming to setbacks so that no regular daytime or overnight parking occurs on city streets. Violation of these terms and conditions will be deemed sufficient grounds for the Code Enforcement Board to order the discontinuation of the garage apartment or accessory cottage as a secondary living unit along with other penalties and remedies at their discretion.
- (4) Each designated historic district may adopt specific district guidelines for design review based upon the U.S. Secretary of the Interior's Standards for Rehabilitation as revised in 1990 subject to final approval by the HPCB. Guidelines may be reviewed and amended from time to time.
- (5) Local guidelines for design review may be adopted based upon the U.S. Secretary of the Interior's Standards for Rehabilitation as revised in 1990.

Section 58-470. – Forms.

Applications for certificates of review will be made on forms approved and provided by the historic preservation ~~commission~~ board.

Section 58-471. - Delegation of review authority.

HPCB may delegate the authority to appropriate staff members to review and grant administrative ~~standard~~ certificates of review without referral to the HPCB and without a public hearing in the case of certain types of applications, which the HPCB shall determine in advance.

Section 58-472. – ~~Standard certificates.~~ Administrative design review.

Based upon the standards for rehabilitation, the designation report, a complete application for administrative design review, and any additional plans, drawings or photographs to fully describe the proposed alteration, the city shall within 15 business days from the date a complete application has been filed, approve, approve with conditions or deny the application for a standard certificate of review administrative design review prior to the issuance of a building permit. The decision shall be based upon the standards in section 58-469(1). The findings of the city shall be mailed to the applicant within three days of the city's decision accompanied by a statement in full regarding the decision. The applicant shall have an opportunity to challenge the city's decision by applying for a ~~special~~ certificate of review from the HPB within 15 days of the findings.

Section 58-473. ~~Special certificates.~~ Certificate of Review.

- (a) An applicant for a ~~Special~~ Certificate of Review whether for exterior alteration, addition, restoration, renovation, moving or demolition, shall submit an application to the HPCB accompanied by photographs, elevations, site plans, floor plans, and samples of materials as

deemed appropriate by the HPCB to fully describe the proposed appearance, materials and architectural design of the building, other outbuildings, and site plan. The application shall include floor area ratio, impervious lot coverage and height and setback calculations as well as landscape and hardscape plans if appropriate. The applicant shall provide adequate information to enable the HPCB to visualize the effect of the proposed action on the applicant's building and its adjacent buildings and streetscapes. If such application involves a designated archaeological zone, the applicant shall provide full plans and specifications of work that may affect the surface and subsurface of the archaeological site.

- (b) In the event that the applicant is requesting a ~~special~~ certificate of review for demolition, the HPCB shall be provided with the details for the proposed disposition of the site. The HPCB may require architectural drawings, financial plans or other information regarding any proposed new construction. Proposed demolitions shall be reviewed subject to the considerations in section 58-479.
- (c) The HPCB will rule upon applications for a certificate of review during a public hearing. A notice of the hearing shall be published in a newspaper of general circulation within the city at least ~~thirteen~~ 15 days in advance of the hearing. Written notice of the time and place of the hearing and the proposed action to be taken shall be mailed at least 15 days in advance of the meeting to all owners of record of property within 500 feet of the property requesting a certificate of review. A notice shall also be posted upon the property at least 15 days in advance of the hearing.
- (d) An approved Certificate of Review and any accompanying variance(s) shall expire one year after the date of approval. Upon the request of the property owner, staff may administratively extend the approval for an additional year. After two years, the property owner may request an extension from the HPB.

Section 58-474. - Decision of the ~~Commission Board~~.

The decision of ~~the historic preservation commission~~ HPB shall be based upon the guidelines set forth in section 58-469 as well as the general purpose and intent of these regulations and any specific planning objectives and design guidelines officially adopted for the particular historic landmark, resource or historic district. The decision may include such incentives for preservations as the HPCB finds appropriate. ~~No decision of the HPCB shall result in an inordinate burden for the owner if the HPCB has determined the existence of such burden in accordance with state law.~~ The decision of the HPCB shall include a complete description of the reasons for such findings and details of the public interest that is sought to be preserved and shall direct one or more of the following actions:

- (1) Issuance of a ~~special~~ certificate of review for the work proposed by the applicant; or
- (2) Issuance of a ~~special~~ certificate of review with specified modifications and conditions or;

- (3) Issuance of a ~~special~~ certificate of review with recommendations for zoning required for the ~~to~~ preservation of the building or site and those recommendations shall be placed on the consent agenda of the soonest possible planning and zoning ~~commission board~~ meeting.
- (4) Denial of the application and refusal to grant a certificate of review; or
- (5) Issuance of a ~~special~~ certificate of review with a deferred effective date of up to 12 months from the date of the HPCB's decision at a public hearing in cases of demolition or moving of a significant building.

Section 58- 475. - Time limit.

The historic preservation board shall act upon an application within 60 days of receipt of the proposed action. The time limit may be waived at any time by mutual written consent of the applicant and the HPCB.

Section 58-476. – Record.

The decision of the historic preservation ~~commission board~~ shall be issued in writing. Evidence of approval of the application shall be by certificate of review issued by the HPCB or the HPCB's designated staff representative to the applicant, and whatever its decision, notice in writing shall be given to the applicant, city clerk, and the director of the planning ~~and community development~~ department. When an application is denied, the HPCB's notice shall provide an adequate written explanation of its decision. The HPCB shall keep a written record showing its action on each application considered.

Section 58-477. - Appeals.

- (a) Any substantially affected party may appeal any decision of the HPCB to the city commission by filing within 15 days after the date of the decision a written notice of appeal and an appeal fee as established by the city's schedule of fees. The notice shall set forth concisely the decision appealed from and the reasons or grounds for the appeal.
- (b) The appeal shall be heard by the city commission, which shall hear and consider all facts material to the appeal and render a decision promptly. The appeal shall be a de novo appeal. The city commission may affirm, modify or reverse the HPCB's decision based on the standards in section 58-469. The decision of the city commission shall constitute final administrative review. Appeals from decisions of the city commission may be made to a the courts having jurisdiction over the matter. as provided by the Florida Rules of Appellate Procedure.

Section 58-478. - Change in approved work.

The HPCB's staff shall review any change in work proposed subsequent to the issuance of a certificate of review. If the HPCB's staff finds that the proposed change does not materially affect the historic character or the proposed change is in accord with approved guidelines, it may issue a supplementary ~~standard~~ certificate of review for such change. If the proposed change is not in accordance with

guidelines, standards, or certificates of review previously approved by the HPCB, a new application for a ~~special~~ certificate of review shall be required.

Section 58-479. - Guidelines for issuance – Demolition, and construction, excavation or other disturbance in archaeological zones.

(a) In addition to all other provisions of this article the HPCB shall consider the following criteria in evaluating applications for a ~~special~~ certificate of review for demolition of designated properties:

- (1) The structure is of such interest or quality that it would reasonably meet national, state or local criteria for designation as a historic landmark.
- (2) The structure is of such design, craftsmanship or material that it could be reproduced only with great difficulty and/or expense.
- (3) The structure is one of the last remaining examples of its kind in the city, the county or the region.
- (4) The structure contributes to the historic character of a designated district.
- (5) Retention of the structure promotes the general welfare of the city by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage.
- (6) There are definite plans for reuse of the property if the proposed demolition is carried out, and there is an explanation of what the effect of those plans will be on the character of the surrounding area.

(b) In cases where new construction, excavation, tree removal or any other activity may disturb or reveal an identified interred archaeological site, the HPCB may issue a certificate of review with a delayed effective date up to 60 days. During the delay period, the applicant shall permit the subject site to be examined under the supervision of an archaeologist approved by the HPCB. A certificate of review may be denied if the site were of exceptional importance and such denial would not unreasonably restrict the primary use of the property.

Section 58-480. - Reconstruction of destroyed historic landmarks.

The loss of local historic landmarks, resources or contributing structures within a historic district that have been destroyed by fire or other natural disaster may be ameliorated by efforts to reconstruct the resource. Reconstruction means the process of reproducing by new construction the exact form and detail of a demolished building, structure or object as it appeared at a certain point in time. The HPCB shall encourage reconstruction when deemed appropriate when such reconstruction is based upon evidence of the size, form, architectural style and detail of the original building. The reconstruction will be recognized as such in the Winter Park Register of Historic Places.

DIVISION 5. - ADMINISTRATION AND ENFORCEMENT

Section 58-491. National Register of Historic Places Nominations.

The HPCB shall review local nominations to the National Register of Historic Places and shall forward a record of their actions and recommendations to the Florida State Historic Preservation Officer.

- (1) The city commission, city manager, planning ~~and community development~~ department director, owners of record and applicants shall be given a minimum of 30 and not more than 75 days prior to the HPCB meeting in which to comment on or object to the listing of a property in the National Register of Historic Places.
- (2) Objections by property owners must be submitted in writing and their signature notarized to prevent nomination to the National Register of Historic Places.

Section 58-492. - Certified Local Government Performance.

The HPCB shall apply to participate in the certified local government program through the Florida Division of Historical Resources. As part of the program requirements the HPCB shall:

- (1) Provide 30 days prior notice of all meetings to the state historic preservation officer.
- (2) Submit minutes of each meeting to the state historic preservation officer within 30 days of each meeting.
- (3) Submit record of attendance for the HPCB to the state historic preservation officer within 30 days of each meeting.
- (4) Submit public attendance figures for each meeting to the state historic preservation officer within thirty days of each meeting.
- (5) Notify state historic preservation officer of any change in HPCB membership within 30 days of the action.
- (6) Notify state historic preservation officer immediately of all new historic designations or alterations to existing designated buildings, structures and sites.
- (7) Submit amendments to ordinance to the state historic preservation officer for review and comment at least 30 days prior to adoption.
- (8) Submit annual report by November 1 covering previous October 1 through September 30. The annual report shall include:
 - a. Any changes to the rules of procedure.
 - b. The number of proposals reviewed.
 - c. All new designations.
 - d. Changes to the HPCB.
 - e. Revised resumes of HPCB members as appropriate.
 - f. Changes to the historic preservation ordinance.
 - g. A review of any survey and inventory activity with a description of the system used.
 - h. A program report on each grant-assisted activity.

Section 58-493. - Amendments.

Applications for amendments to existing designated historic landmarks, resources or historic districts shall be processed according to the provision of sections 58-456 and 58-457 of this chapter provided that no action resulting from such application shall have the effect of eliminating the requirement for

certificates of review as otherwise provided for in this article. Where the HPCB has issued a certificate of review for demolition or moving of the improvement or feature of principal historic significance on a historic landmark site, the historic classification may be changed through the amendment process.

Section 58-494. - Ordinary maintenance and repair.

Nothing in this article shall be construed to prevent the ordinary maintenance or repair of any improvement, which does not involve a change of design, appearance or material, or to prevent ordinary maintenance of landscape features.

Section 58-495. - Enforcement of maintenance and repair provisions.

Where the HPCB or city determines that any improvement of a designated historic landmark or historic district is endangered by lack of maintenance and repair, or that other improvements in visual proximity to a historic landmark, historic resource or historic district ~~or neighborhood~~ lack maintenance and repair to such an extent as to detract from the desirable character of the historic landmark, historic resource or historic district, it shall request appropriate officials or agencies of the city to require correction of such deficiencies under authority of applicable laws and regulations.

Section 58-496. - Unsafe structures.

In the event the building official determines that any designated landmark building, historic resource or contributing structure within a designated historic district is unsafe pursuant to the Winter Park Building Code, he or she shall immediately notify the HPCB with copies of such findings. Where reasonably feasible within applicable laws and regulations, the building official shall endeavor to have the structure repaired rather than demolished and shall take into consideration any comments and recommendations by the HPCB. The HPCB may take appropriate actions to effect and accomplish the preservation of such structure including, but not limited to, negotiations with the owner and other interested parties, if such actions do not interfere with procedures in the Winter Park Building Code.

Section 58-497. Emergency conditions.

For the purpose of remedying emergency conditions determined to be imminently dangerous to life, health or property, nothing contained herein shall prevent the making of any temporary construction, reconstruction, demolition or other repairs to an improvement, or site within a designated historic landmark, resource or district pursuant to an order of a government agency or a court of competent jurisdiction, provided that only such work as is reasonably necessary to correct the hazardous condition may be carried out. The owner of an improvement damaged by fire or natural calamity shall be permitted to stabilize the improvement immediately and to rehabilitate it later under the normal review procedure of this article.

Section 58-498. - Inspections.

The Building and Code Enforcement Department shall assist the HP~~CB~~ by making necessary inspections in connection with enforcement of this article. The building official shall be responsible to promptly stop any work attempted to be done without or contrary to any Certificate of Review required under this division and shall further be responsible for ensuring that any work not in accordance with an issued Certificate of Review shall be corrected to comply with the certificate, or that authorized remedial action in accordance with city codes is initiated promptly.

Section 58-499. - Reserved. ~~Inordinate burden.~~

~~Nothing in this ordinance shall cause an inordinate burden to a property owner's existing use of real property or a vested right under 1995 FLA. Laws Ch. 95-181, § (1-2), the Bert J. Harris, Jr. Private Property Rights Protection Act. An inordinate burden to a property owner's existing use of real property or a vested right may not be considered unless an application for a certificate of review for a designated property has been denied. In any instance where there is a claim of an inordinate burden to existing use of real property or vested rights, the owner shall submit, by affidavit, to the commission at least 30 days prior to a public hearing, such information as may be required to describe those vested rights and the perceived inordinate burden to those rights.~~

Section 58-500. - Violations.

Any person who carries out or causes to be carried out any work in violation of this article shall be required to restore the subject improvement, landscape feature or site either to its appearance prior to the violation or in accordance with a Certificate of Review approved by the HP~~CB~~. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and penalty otherwise provided in section 2-108.

Division 6. TAX EXEMPTIONS FOR HISTORIC PROPERTIES

Section 58-511. - Scope of tax exemptions.

A method is hereby created for the city commission to allow tax exemptions for the restoration, renovation or rehabilitation of historic properties. The exemption may apply to 100 percent of the assessed value of all improvements to historic properties, which result from restoration or rehabilitation made on or after the effective date of an approved application. The exemption applies only to taxes levied by the city. The exemption does not apply to taxes levied for the payment of bonds or to taxes authorized by a vote of the electors pursuant to Section 9(b) or Section 12, Article VII of the Florida Constitution. The exemption does not apply to personal property.

Section 58-512. - Duration of tax exemptions.

Any exemption granted under this section to a particular property may remain in effect for ten years as specified in the ordinance approving the exemption. The duration of ten (10) years may continue regardless of any change in the authority of the city to grant such exemptions or any changes in

ownership of the property. In order to retain an exemption, however, the historic character of the property, and improvements, which qualified the property for an exemption, must be maintained over the period for which the exemption was granted.

Section 58-513. - Eligible properties and improvements.

(a) Property is qualified for an exemption under this section if:

(1) At the time the exemption is granted, the property is:

- a. Individually listed in the National Register of Historic Places pursuant to the National Historic Preservation Act of 1966, as amended;
- b. A contributing property within a National Register listed district; or
- c. Individually listed in the Winter Park Register of Historic Places or noted as a contributing structure within a designated local historic district as enacted by ordinance of the city commission.

(2) The HPCB has certified to the city commission that the property for which an exemption is requested satisfies subsection (a) (1).

(b) In order for an improvement to a historic property to qualify the property for an exemption the improvement must be;

- (1) Consistent with the United States Secretary of the Interior's Standards for Rehabilitation and/or local design guidelines for historic preservation; and
- (2) Determined by the HPCB to meet criteria established in rules adopted by the department of state.

Section 48-514. – Applications.

Any person, firm or corporation that desires ad valorem tax exemption from the improvement of a historic property must, in the year the exemption is desired to take effect, file with the historic preservation staff a written application on a form approved by the Florida Department of State. All applicable fees shall be paid at the time the application is submitted. The application must include the following information:

- (1) The name of the property owner and the location of the historic property.
- (2) A description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvement.
- (3) Proof to the satisfaction of the HPCB that the property that is to be rehabilitated or renovated is a historic property under this section.
- (4) Proof to the satisfaction of the HPCB that the improvements to the property will be consistent with the United States Secretary of Interior's Standards for Rehabilitation and will be made in accordance with guidelines developed by the Florida Department of State.
- (5) Other information identified in appropriate Florida Department of State regulations.

Section 58-515. - Required covenant.

To qualify for an exemption the property must enter into a covenant or agreement with the City Commission for the term for which the exemption is granted. The form of the covenant must be established by the Florida Department of State and must require that the character of the property, and the qualifying improvements to the property, be maintained during the period that the exemption is granted. The covenant or agreement shall be binding on the current property owner, transferees, and their heirs, successors or assigns. Violations of the covenant or agreement results in the property owner being subject to the payment of the differences between the total amount of taxes which would have been due in March in each of the previous years in which the covenant or agreement was in effect had the property not received the exemption and the total amount of taxes actually paid in those years plus interest on the difference calculated as provided in F.S. 212.12(3).

Section 58-516. - Review by historic preservation ~~commission~~ board.

The HPCB or its successor is designated to review exemptions. The HPCB must recommend that the city commission grant or deny the exemption. Such reviews must be conducted in accordance with rules adopted by the Florida Department of State. The recommendation and the reason therefore must be provided to the applicant and to the city commission before consideration of the application at an official meeting.

Section 58-517. - Approval by the city commission.

A majority vote of the city commission shall be required to approve a written application for exemption. Such exemption shall take effect on the January 1 following substantial completion of the improvement. The city commission shall include the following in the ordinance approving the written application for exemption:

- (1) The name of the property owner and the address of the historic property for which the exemption is granted.
- (2) The period of time for which the exemption will remain in effect and the expiration date of the exemption.
- (3) A finding that the historic property meets the requirements of this article.



city commission agenda item

item type	Public Hearing	meeting date	February 27, 2012
prepared by department division	Art King, Police Department Brett Railey – Police Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

Subject

Imposing and extending a temporary moratorium for an additional 45 days on the filing and receipt of any application for, or issuance of, business tax receipts, business licensure and land use approvals for the operation of "Pain Management Clinics"; providing for repeal of City Ordinance 2840-11 adopted by the Winter Park City Commission on April 25, 2011.

motion | recommendation

Recommend approval

background

Many Police Departments in the State of Florida have reported that a pattern of illegal drug use and distribution has been linked to Pain Management Clinics. On December 2, 2010, the Florida Department of Law Enforcement released the Florida Medical Examiners Commission 2010 Interim Report on Drugs Identified in Deceased Persons. The report aggregated toxicology reports submitted to the Florida Medical Examiners Commission and found that during January through June of 2010, of the 89,900 deaths occurring in Florida from all causes, 4,150 were drug-related. Of the 4,150 drug-related deaths, the report found as follows:

Prescription drugs accounted for 81% of all drug-related deaths when excluding deaths related to Ethyl Alcohol. 1286 people died with at least one prescription drug in their system that was, in the opinion of the medical examiner, the cause of death. The drug that caused the most deaths during the study period (715 decedents) was Oxycodone (trade names include OxyContin). In the Ninth Medical Examiner District (consisting of Orange and Osceola Counties) 63 deaths were related to Alprazolam (trade names include Xanax) 27 deaths were related to Diazepam (trade names include Valium) 76 deaths were related to Oxycodone (trade names include OxyContin) 30 deaths were related to Hydrocodone (trade names include Vicodin and Lortab) and 15 deaths were related to Proxyphene (trade names include Darvon and Darvocet).

Studies have found that the abuse of prescription pain medication can and does lead to property crimes, violent crime, drug dependency, debilitating sickness and death.

The creation of a City Ordinance regulating Pain Management Clinics is not intended to interfere with legitimate medical clinics or the lawful prescription and use of controlled substances.

On December 7, 2010 Orange County adopted an ordinance imposing a one year moratorium on the issuance of a business license for any new pain management clinics and authorizing the Orange County Tax Collector to decline the license renewal or license transfer of any pain management clinic that is not registered with the Florida Department of Health as required by sections 458.3265 or 459.0137, Florida Statutes.

alternatives | other considerations

N/A

fiscal impact

None

strategic objective

Quality Government services.

ORDINANCE NO. ____-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, IMPOSING AND EXTENDING A TEMPORARY MORATORIUM FOR AN ADDITIONAL FORTY-FIVE (45) DAYS ON THE FILING AND RECEIPT OF ANY APPLICATION FOR, OR ISSUANCE OF, BUSINESS TAX RECEIPTS, BUSINESS LICENSURE AND LAND USE APPROVALS FOR THE OPERATION OF "PAIN MANAGEMENT CLINICS"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2840-11, the City of Winter Park adopted a temporary moratorium for three hundred twenty (320) days, on the issuance of, business tax receipts, business licensure and land use approvals for the operation of "pain management clinics"; and

WHEREAS, the City of Winter Park, Florida adopts by this reference and incorporates herein all other findings made by the City Commission in Ordinance No. 2840-11; and

WHEREAS, Section 9 of Ordinance No. 2840-11 contemplates up to an additional ninety (90) days for the temporary moratorium, upon finding that additional time is needed for staff to conclude its review of the problems associated with pain management clinics within the City and for the drafting of regulation of those businesses as set forth in Ordinance No. 2840-11; and

WHEREAS, additional time is reasonably required to adequately address the issues described in Ordinance No. 2840-11 facing the City of Winter Park; and

WHEREAS, the City Commission of the City of Winter Park by this Ordinance, after holding a public hearing, specifically does make those findings, i.e. that the problems giving rise to the need for the temporary moratorium established by Ordinance No. 2840-11, continue to exist, that reasonable progress is being made in carrying out a specific and prompt plan of corrective action, and that additional time is reasonably needed to adequately address the issues facing the City as set forth in Ordinance No. 2840-11.

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

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

Section 2. Extension of Temporary Moratorium. The temporary moratorium enacted and imposed by Ordinance No. 2840-11, by this City Commission, on or about April 25, 2011, is hereby extended, an additional forty-five (45) days, on the issuance of any business tax license or receipt, permit, conditional use approval, site plan approval, and any other official action of the City of Winter Park having the effect of permitting or allowing construction and/or operations of certain businesses within the City of Winter Park related to the operation of pain clinics and pain management clinics as defined in Ordinance No. 2840-11. All definitions, terms, conditions and requirements contained in and imposed by the temporary moratorium (Ordinance No. 2840-11) are hereby adopted by this reference and extended for an additional forty-five (45) days.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida, and pursuant to City Charter.

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

Kenneth W. Bradley, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

Approved as to legal form and sufficiency for
the City of Winter Park, Florida only:

Usher L. Brown, City Attorney

First Reading: _____, 2012
Second Reading: _____, 2012

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pain management clinics.doc

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