

Regular Meeting



city commission agenda

3:30 p.m.

March 26, 2012

Rachel D. Murrah Civic Center
1050 West Morse Boulevard
Winter Park, Florida 32789

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

welcome

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

meeting procedures

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

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

1	Meeting Called to Order	
2	Invocation Pastor Dave Smith, First Christian Church Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report a. Appointment of 'Wired for Winter Park' Task Force	Projected Time 5 minutes
5	City Manager's Report a. Strategic Planning Session agenda discussion	Projected Time 15 minutes
6	City Attorney's Report	Projected Time
7	Non-Action Items a. Annexation agreement for Ravaudage – Home Acres	Projected Time 15 minutes

8 Citizen Comments | 5 p.m. or soon thereafter
(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)

9 Consent Agenda	Projected Time
<ul style="list-style-type: none"> a. Approve the minutes of 3/12/12. b. Approve the following purchase and contracts: <ul style="list-style-type: none"> 1. PR 148908 to Associated Consulting, International, Inc. (ACi); Architectural/Engineering Services for the train station; \$72,045.00 2. Continuing services contract with Bellomo-Herbert & Company, Inc. for RFQ-2-2012, Professional, Architectural & Engineering Services (Discipline: Parks & Recreation) and authorize the Mayor to execute the contract. 3. Continuing services contract with Le-Huu Partners for RFQ-2-2012, Professional, Architectural & Engineering Services (Discipline: Parks & Recreation) and authorize the Mayor to execute the contract. 4. Continuing services contract with Environmental Research & Design, Inc. for RFQ-2-2012, Professional, Architectural & Engineering Services (Discipline: Lake Management) and authorize the Mayor to execute the contract. 5. Continuing services contract with Matern Professional Engineering for RFQ-2-2012, Professional, Architectural & Engineering Services (Discipline: Green Planning & Engineering) and authorize the Mayor to execute the contract. 6. Continuing services contract with Shaw Environmental & Infrastructure, Inc. for RFQ-2-2012, Professional, Architectural & Engineering Services (Discipline: Green Planning & Engineering) and authorize the Mayor to execute the contract. 7. Continuing services contract with Southeastern Surveying & Mapping Corporation for RFQ-2-2012, Professional, Architectural & Engineering Services (Discipline: Survey Services) and authorize the Mayor to execute the contract. 8. Continuing services contract with Kelly, Collins & Gentry, Inc. for RFQ-2-2012, Professional, Architectural & Engineering Services (Discipline: Roadway Design) and authorize the Mayor to execute the contract. 9. Amendment 1 for Electronic Security Access & Monitoring System of Public Safety Complex with Stanley Convergent Security Solutions, Inc. (IFB-2-2009) and authorize the Mayor to execute the Amendment. 10. Work authorization for Associated Consultant International, Inc. (ACi) for Architectural/Engineering Services for train station. 11. Piggybacking the Clay County contract 08/09-3 with MUSCO Sports Lighting, LLC for various equipment and amenities for parks and playgrounds; and authorize the Mayor to execute the Piggyback Contract. 	5 minutes

- c. Approve the amendment of the development agreement and re-execution of the air space agreement for the 444 W. New England and 362 S. Pennsylvania Avenue buildings.
- d. Approve the budget adjustment of \$15,000 to appropriate overtime reimbursement for Police Department's participation in the Immigration and Customs Enforcement (ICE) Task Force.
- e. Approve the budget adjustment of \$6,000 to appropriate fees collected for fire inspector training for that purpose.

10 Action Items Requiring Discussion

Projected Time

- a. Fee Waiver request for the Crealde' School of Art Annual Benefit Auction
- b. Approval of four objectives designed to set the agenda for the Central Florida ULI Technical Assistance Panel (TAP) two-day workshop for the West Fairbanks area

10 minutes

20 minutes

11 Public Hearings

Projected Time

- a. Adoption of fee schedule effective April 1, 2012
- b. Request of Winter Park Town Center LTD: Conditional use approval to build a bank and new restaurant with drive-thru as a redevelopment of the former Border's Books at the Winter Park Village, 500 N. Orlando Avenue. **QUASI JUDICIAL PROCEEDING**
- c. **Resolution** – Executing a Public Transportation Joint Participation Agreement with the State of Florida Department of Transportation for artwork that is procured, designed, manufactured and installed at the Winter Park Train Station/Amtrak Station
- d. **Ordinance** - Amending Chapter 22 to incorporate the Florida Building Code with certain administrative and technical amendments (1)

10 minutes

30 minutes

10 minutes

15 minutes

12 City Commission Reports

Projected Time

- a. Commissioner Leary
- b. Commissioner Sprinkel
- c. Commissioner Cooper
- d. Commissioner McMacken
 - 1. Landscape code enforcement
- e. Mayor Bradley
 - 1. Complete management plan review, including current contracted services, etc.

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 March 26, 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	The mechanical contractor has constructed and installed all 3 of the large air handling units and chiller, as well supply ducting. The individual VAV (variable air volume, which are controlled by the room thermostats) valves have been installed and ducted on the second floor. Work continues on the installing the VAV's on the first floor. All demolition is complete of ceilings, existing lighting, old wall radiators and unnecessary walls. Construction of new walls to create new work spaces is underway on the second floor as well as installation of new ceilings and new light fixtures. Plan is complete for new a/v system in the chambers and conference rooms and acquisition of materials is underway. New painting, carpeting and installation of built in furniture will be completed the first week in May with the May 14th commission meeting being held in the newly renovated chambers.	May 2012
Pensions	Detailed projections provided to Commission on March 6, 2012.	
Lee Road Median Update	FDOT is requiring a variance report to be developed and submitted in order to keep some of the existing crepe myrtles that do not meet their current spacing requirements. City plans to keep them because if they are removed no tree could be planted there. This report is being developed and will be submitted by April 1 st .	
Pro Shop Renovation	Ribbon cutting April 6 th at 10:00 a.m.	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	Traffic counts are complete and the consultant is currently working on alternatives.	
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 is completed and tree replanting (with in-house crews) is underway. Expected completion is May 2012.	May 2012
Wayfinding Signs	Locations on local roads have been finalized. Public Works is currently pricing the manufacturing for selection of contractor. Signs are expected to start popping up within 60 days.	May 2012
Street Musicians	CRA Staff is meeting with the merchants this week and working towards returning a recommendation to the Commission	April 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.



item type City Manager's Report

meeting date March 26, 2012

Below is the status of development projects previously approved by the City Commission and others that may be of interest:

Rollins College: Sutton Place South – the college has completed the redevelopment of the lakefront of the Sutton Place South dorm next to Dinky Dock. If you get a chance drive by and look at the wonderful job they did.

Rollins College: Bush Science Center – the building permit has been issued and work has begun which will go on until completion expected in the late summer of 2013. The temporary modular administration and classroom buildings will be coming in during April.

Rollins College: Strong Hall – in for building permit. Demo has begun. Completion expected in August, 2012.

Rollins College: Alford Inn – Now in for building permit. Interior architectural revisions expected within days then permit ready to go. Fifteen month construction time period. Expected opening in July-August of 2013.

2701 Lee Road: New Aamco transmission - Now in for building permit. As part of I-4 widening project the Aamco Transmission (now on Lee Road on the west side of I-4) is being moved into the former Mobil gas station property on the east side of I-4. They are building a new service building and the former convenience store building will be used for the office and customers. As part of the staff review, we were able to obtain landscaping upgrades and some architectural improvements.

1150 S. Orlando Avenue: Redevelopment of the former paint store, just north of Einstein's – They have just submitted for the building permit this week. The end result will be a 3,620 sq. ft. building with 30 parking spaces. About half of the space will be some type of Quizno's or Subway type restaurant and the other half retail space.

900 N. Orlando Avenue: Wawa Store – the project is still on but they are having problems with the contamination and cleanup clearances from FDEP. (The previous owners demolished not only the building but all the cleanup monitoring test wells) Project is still on. Property still under contract but start date is uncertain.

200 E. Canton Avenue: Sestiere Santa Croce (Italian for something ?) This is the former Rob Vega luxury condo (6) across from St. Margaret Mary. It has been purchased from the Bank and is planned to be a single 12,000 sq. ft. residential condo on the top two floors and office space on the ground floor. They have just submitted for permit this week to complete the exterior building shell (Italian venetian mediterranean

architecture).

1302 W. Fairbanks Avenue: McDonald's - They have just submitted for the building permit this week.

538 S. Park Avenue: BurgerFi – new restaurant going in at the former Orvis Store. They are doing interior demolition now. They hope to be open by mid-June.

565 W. Fairbanks Avenue: Cask and Larder – new restaurant from the Ravenous Pig ownership going into the old Harper's location. They have just submitted for the interior renovation building permit this week. Hope to be open in August 2012.

941 W. Morse Blvd.: CNL Building (former State Office building) – Have applied for Conditional Use and will be on the April P&Z and City Commission agendas.

For more information on these or other projects, please contact Jeff Briggs, Planning Director at jbriggs@cityofwinterpark.org or at (407) 599-3440.



city commission agenda item

item type	City Manager Report	meeting date	March 26, 2012
prepared by department division	City Manager	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

Strategic Planning Agenda

motion | recommendation

Review the draft Strategic Planning Agenda and make changes as desired.

background

The Commission has scheduled the Strategic Planning session for Wednesday, April 4, 2012 at the Community Center.

The attached draft agenda was prepared by the City Manager with estimated times listed. It is probably not realistic that all of these topics can be covered in the time allotted and there may be topics important to the Commission that have not been included.

fiscal impact

N/A

alternatives

The status of the 2011 Strategic Initiatives could be provided only in written form and that time on the agenda could be reallocated.

We could plan to work through lunch.

Ms. Crotty has to leave at 3:00 p.m. but the Commission could continue beyond that point if desired.

Draft Agenda
Strategic Planning Session
April 4, 2012
9:15 a.m. – 3:00 p.m.

- I. Ground rules and discussion of agenda (15 minutes)
- II. Status of 2011 Strategic Initiatives (15 minutes)
- III. Plan the Possibilities: (75 minutes)
 - a. City Hall
 - b. Library
 - c. Progress Point
 - d. Post Office
 - e. Northwest Sports Complex
 - f. Developing a list of desired future property acquisitions
- IV. Annexation (30 minutes)
- V. Codes/Policies that the Commission would like to see modified (30 minutes)
- VI. Lunch (30 minutes)
- VII. Undergrounding Strategy (20 minutes)
- VIII. Confirmation or Revision of Budget Goals (30 minutes)
- IX. Pension Strategy (30 minutes)
- X. Performance Indicators (15 minutes)
- XI. Open for Other Commission Items (40 minutes)
- XII. Wrap up (15 minutes)



city commission agenda item

item type	Non- Action Item	meeting date	March 26, 2012
prepared by department division	Jeff Briggs Planning Dept.	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: Annexation Agreement for Ravaudage – Home Acres

The first reading of the annexation ordinance for the 54 acres of Ravaudage - Home Acres has been advertised for the April 9th City Commission meeting. As part of that voluntary annexation request by Benjamin Partners, Ltd. is the request for an Annexation Agreement. Staff has placed that Agreement on this agenda, as a non-action item, so that any issues or concerns can be discussed and potentially resolved prior to the April 9th meeting, so the focus then can be on the annexation issues.

Technically, this Annexation Agreement will not be formally approved until the second reading but staff and Benjamin Partners want the City Commission to be comfortable with the terms and conditions of this Agreement, at the first reading.

Summary:

The major points of the Annexation Agreement are as follows:

1. Commitment to honor and be governed by the Planned Development zoning provisions granted by Orange County (including all waivers and conditions attached thereto). City cannot diminish the entitlements or place more restrictive requirements upon the project at the time the City adopts our municipal zoning.
2. Concurrence to advertise and hold public hearings (when requested) on the street abandonments necessary for the development of Ravaudage. The agreement does not and cannot bind those future decisions but it does lay out the intent for the development program.
3. Allows for administrative (staff) subdivision approvals. The concept is that the building pads will be sold but the common areas, parking lots, etc. will be in the ownership of the developer or CDD, so the staff needs to provide those subdivision approvals for the building pads.
4. Binds the developer (Benjamin Partners, Ltd) to the new traffic signals that are critical to the project.
5. Requests the ability to burn debris. (See attached email from Jim White in opposition)

Strategic Objective:

The City of Winter Park has included this area as an 'annexation reserve' area within its Comprehensive Plan beginning in 1976 and in every version since then.

Jeffrey Briggs

From: Jim White
Sent: Thursday, March 01, 2012 2:45 PM
To: Jeffrey Briggs
Subject: RE: Ravaudage

Jeff, It appears we will have a conflict with City Ordinance 501.1.1 and this language. I would not be in favor of awarding a burn permit for any debris due to the uncontrolled nature of the debris (vegetation, building materials, etc) and the anticipated long term nature of this development. Even if we were in a position to recommend a variance to the Ordinance I don't feel the burn site would meet the State of Florida DOF permit requirements. If this is some type of deal breaker let me know.

City Ordinance

501.1—Bonfires and Outdoor Rubbish Fires

501.1.1 No person shall kindle or maintain any bonfire or authorize any such bonfire to be kindled or maintained without a permit or other proper authorization. No person shall kindle or maintain any other open burning or rubbish fire or authorize any such fire to be kindled or maintained. During construction or demolition of buildings or structures no waste materials or rubbish shall be disposed of by burning on the premises or in the immediate vicinity.

Jim White

From: Jeffrey Briggs
Sent: Thursday, March 01, 2012 9:27 AM
To: Jim White
Subject: Ravaudage

Jim:

Dan Bellows is asking for an annexation agreement as part of the annexation of Ravaudage. Please check out page 13 of this agreement as it relates to burning of debris on-site. Please advise.

Jeff Briggs



City of Winter Park
Planning Department
w 407-599-3440

RAVAUDAGE ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into by and between the City of Winter Park, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "City") whose address is 401 Park Avenue South, Winter Park, FL 32789, and Benjamin Partners, Ltd., a Florida limited partnership of the Bennett Avenue Corporation, by and through its sole general partner Daniel B. Bellows, and Greenhouse Partners Ltd, a Florida limited partnership of the Welbourne Avenue Corporation, by and through its sole general partner, Robert P. Saltsman; and Garment, Ltd, a Florida limited partnership of the Welbourne Avenue Corporation, by and through its sole general partner, Robert P. Saltsman, whose address is P.O. Box 350 Winter Park, FL. 32790-0350 this ____ day of _____, 201_ (the "Effective Date") and shall be fully enforceable in accordance with the terms hereof.

WITNESSETH:

WHEREAS, the Owners are the owners of, or has the legal and enforceable right to develop certain real property located in Orange County, Florida, which real property is more particularly described in **Exhibit "A"** (attached hereto and incorporated herein by reference; said property hereinafter being referred to as the "Property"); and

WHEREAS, the Property is assigned the Planned Development and Commercial Future Land Use designation(s) under the Orange County Comprehensive Plan and the Property is assigned the PD and C-1 zoning

classification(s) under the provisions of the Land Development Code of Orange County; and

WHEREAS, the City agrees to proceed with advertisement and processing of such public right-of-way vacations and abandonments as shown on **Exhibit “B”** as meets the requirements of Florida law; and

WHEREAS, the City has determined that the development of the Property as agreed and described hereinafter will be of substantial economic benefit to the City and its citizens; and

WHEREAS, the purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the foregoing, and other matters as agreed to and set forth herein; and

WHEREAS, this Agreement is authorized by, permitted by, and consistent with the provisions of the City’s home rule Charter; the City’s Comprehensive Plan; Chapters 163 and 166, Florida Statutes; Article VIII, Section 2b, Constitution of the State of Florida; Chapter 171, Florida Statutes; and other applicable law, and serves and advances a vital public purpose; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other has provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals.

- a. The recitals are adopted as the findings of the City Commission of the City of Winter Park, Florida.
- b. The above recitals are true and correct and are incorporated into this Agreement by reference, and are a material part of this Agreement upon which the parties have relied, including but not

limited to the assertions that the Owner owns the subject Property or has the right to develop the same, and is empowered to enter into this Agreement and make binding commitments.

Section 2. Annexation. This Agreement, subject to the provision of Section 12 “Effectiveness of the Agreement” shall upon execution by the Owners, serve and constitute as an Annexation Petition by the Owners for the annexation of the Property into the corporate boundaries of the City of Winter Park, provided and subject to the additional condition that, the City shall thereafter annex the Property into the City, subject to the terms and conditions of this Agreement.

Section 3. No Annexation Fees. It is understood and agreed that no fees, costs, or expenses will be charged to or become due from the Owners to the City or to any other governmental authority, private individual or entity on account of or in connection with the City’s review and processing of the Annexation Petition or the annexation of the Property into the corporate limits of the City of Winter Park; other than the customary application fees, provided however, that the Owner shall pay its own attorneys’ fees and consulting fees, as may be determined to be necessary by the Owners.

Section 4. Development Conditions as regards Traffic Facilities.

1. Project development shall require new traffic lights onto US 17-92 and Lee Road. It shall be at the option of the Owners, Developer, or CDD which traffic light to construct first. When the project reaches or exceeds 151,000 square feet, the Owners, Developer, Association or CDD shall at their expense, complete a traffic signal warrant study within six months of issuance of certificates of occupancy for said buildings and seek Florida DOT approval for the

first traffic light. If the proposed traffic signal meets the warrants and is approved by Florida DOT, then the Owners, Developer, Association or CDD shall, at their expense, install the first traffic light subject to the DOT permit and conditions. If the traffic volumes or other conditions do not warrant the first traffic light and it is not approved by Florida DOT, then the project may continue to proceed with additional expansions but the traffic signal warrant study shall be updated annually, at Owners, Developer, or CDD expense and Owners, Developer, or CDD shall seek Florida DOT approval. At the time then when the first traffic signal is approved by Florida DOT, the Owners, Developer, or CDD shall then, at their expense, install the first traffic light subject to DOT permit and conditions. When the Project reaches or exceeds 490,000 square feet, the Owners, Developer, or CDD shall at their expense, complete a traffic signal warrant study within six months of issuance of certificates of occupancy for said buildings and seek Florida DOT approval for the second traffic light. If the second proposed traffic signal meets the warrants and is approved by Florida DOT, then the Owners, Developer, or CDD shall, at their expense, install the second traffic light subject to the DOT permit and conditions. If the traffic volumes or other conditions do not warrant the second traffic light and it is not approved by Florida DOT, then the Project may continue to proceed with additional expansions but the traffic signal warrant study shall be updated annually for at least three consecutive years thereafter, at Owners', Developer's, or CDD's expense and Owners, Developer, or CDD

shall seek Florida DOT approval for the second traffic light. At the time the second traffic signal is approved by Florida DOT, the Owners, Developer, or CDD shall, at their expense, install the second traffic light subject to DOT permit and conditions. For both traffic lights, the Owners, Developer, or CDD, at their sole cost, shall be responsible for the installation of an enhanced mast arm signalized interconnected intersection, as well as the laneage improvements necessary.

2. For site access purposes at the proposed intersection of Solana Avenue and US 17-92 the western extension of Solana Avenue into the Project must not dead end into a commercial, residential or office development, and must connect, to an internal roadway which connects to either Bennett Avenue, Monroe Avenue or Lee Road. At the time of the traffic signal installation at Solana Avenue, the Owners, Developer, or CDD shall pay for the cost of the closure of all medians on US 17-92, with the exception of Dixon Avenue, from Park Avenue to Lee Road, subject only to FDOT approval for any median closure.

3. For site access purposes at the proposed intersection of Bennett Avenue and Lee Road, the northern leg of this intersection must be realigned to connect and align with Executive Drive. The realigned roadway into the Project must not dead end into a commercial, residential or office development, and must connect, to an internal roadway which connects to Monroe Avenue or US 17-92.

4. The Owners, Developer, or CDD must close the 11 existing private property curb cuts/driveways on US 17-92 or traffic signal warrant study must assume such closure.

Section 5. Development Conditions Regarding Private Buildings and the Property.

- a. The City and Owners agree to accept and be governed by the Orange County PD and Commercial Future Land Use designation(s) on the Property and the Orange County PD and C-1 zoning designations and all other applicable provisions of the Orange County Land Development Code. The City and Owners agree to accept and be governed by the specific approvals of PD future land use and PD zoning, as have been granted by Orange County, including all waivers and conditions thereto which are included as a part of this Agreement as Exhibit "C".
- b. Section a. is in accordance with Florida Statutes Section 171.062 (2) which states that "if the area annexed was subject to a County land use plan and County zoning or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area".
- c. At such time as the City elects, at its' own discretion to undertake and adopt a Comprehensive Plan amendment(s) and Zoning Code amendment(s) for the annexed area, the City agrees that such Comprehensive Plan amendment(s) and Zoning Code amendment(s) shall not diminish the entitlements or place more restrictive conditions upon the development of said property than otherwise in force and effect via the applicable Orange County Land Development Code

regulations and the approvals granted specifically to this Property by Orange County including conditions and waivers thereto.

- d. The Owners reserve the right to make application for increases or changes in entitlements and waivers or for changes in the conditions attached to the grant of PD zoning, which may be approved following requisite public notice and public hearings by the City at its' discretion.
- e. The City may allow by administrative action the approval of subdivision requests as may be made for the individual building or infrastructure parcels.

Section 6. Special Obligations and Requirements

- a. The Owners may choose to chip all clearing debris and provide such debris onsite to the City at no cost to the City, and the City agrees to haul the chipped debris away at no cost to the Owners and to dispose of the same offsite, as the City deems appropriate. Alternatively, the Owners may apply for approval to burn the debris for commercial land clearing operations, in order to dispose of clearing debris, subject to any reasonable conditions imposed by the City upon such approval.
- b. In order to facilitate the development of these properties, the City agrees to advertise such ordinances and proceed with public hearings to undertake such public right-of-way vacations and abandonments as shown on **Exhibit "B"** so long as such requests meet the requirements of Florida law and are subsequently approved by the City Commission.

Section 7. Deannexation/Contraction. Any potential proposed deannexation(s) or contraction(s) of the Property or any part or parts of the Property will be considered in accordance with the provisions of Chapter 171, Florida Statutes. In the event of any successful litigation brought by any third party or governmental entity not a party to this Agreement regarding any annexation, proposed de-annexation or contraction of the Property, the City shall cooperate in the de-annexation or contraction to remove the Property from the City if required by the court's adjudication and to allow the Owner to terminate this Agreement to the extent mandated by the court and to the extent allowed by law.

Section 8. Duty To Cooperate.

The parties agree to cooperate at all times, in a timely manner, and in good faith in the acquisition and exercise of development rights and entitlements in the Property. This cooperation shall extend to the acquisition by the Owners of applicable necessary municipal permits, and the Owners shall diligently process and seek the receipt of, and shall use all reasonable legal means, to obtain all necessary state, municipal, federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Property in accordance with applicable land use, zoning, land development, building and construction regulations.

Section 9. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the parties agree to perform or cause to be performed in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including but not limited to the execution and/or recordation of further instruments; provided however that the City's obligation shall be subject to such limitations of law as may be applicable to municipalities.

Section 10. Limitations of Remedies. The parties hereby agree not to pursue an award of monetary damages for a breach of or non-performance of the other party under this Agreement. The only remedies of the other party available against the non-performing party under this Agreement shall be either to withhold further performance under the Agreement until the non-performing party or parties cure the non-performance, or to seek a court order from the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida requiring the non-performing party to fulfill its obligations under the Agreement. However, nothing in this Agreement shall be construed to limit the right of either party to pursue any and all available remedies if any, under non-tort or constitutional law relating to a party's non-performance under the Agreement so long as damages are not sought. The City will not waive sovereign immunity and does not waive sovereign immunity to any extent by reason of this Agreement, and in the event Owner seeks any relief against the City, the City may rely on any available defense arising out of its sovereign immunity.

Section 11. Disclaimer Of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, express or implied, is intended to be nor shall be a conferring upon or giving any person or entity any right, remedy or claim by reason of this Agreement or any provisions or conditions hereof, including any provisions or conditions hereof that may be implied or suggested in equity, and only the express parties to this Agreement and their respective designated representatives, successors and assigns as provided in Section 14 shall have any rights under this Agreement.

Section 12. Effectiveness Of Agreement. This Agreement shall serve as and is an annexation petition upon execution by the Owners, and it may be relied upon by the City as an annexation petition in accordance with the terms of the Agreement upon Owners execution hereof. However, this document shall be binding as a contract between the parties only upon the City's execution of the Agreement in the manner required by law. However, in addition, this document shall only be binding as a contract between the parties upon the City's and Owners execution of the Interlocal Agreement by and between the City and the Ravaudage Community Development District, in the manner required by law. If the City or the Owners do not execute the Interlocal Agreement, then the petition for annexation may be revoked by the Owner and upon demand, the City shall immediately release and deliver the annexation petition back to the Owner and the City shall record, at the expense of the City, a notice of termination of this Agreement and any pending annexation petition for the Property in the Public Records of Orange County, Florida.

Section 13. Indemnification. Owners agree to indemnify the City from any and all claims arising from the negligent acts or omissions of the Owners or their officers, employees or agents under and pursuant to this Agreement.

Section 14. Time Is Of The Essence With Respect To The Lawful Performance Of The Duties and Obligations Contained In This Agreement. The parties agree that they shall diligently and expeditiously pursue their respective obligations.

Section 15. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure only to the benefit of the City and the Owner, and their respective successors in interest in writing, by duly recorded and lawful instrument.

Section 16. Applicable Law. This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida. If there is a conflict between this Agreement and terms of the City Code, the terms of the Agreement shall control unless Florida law prohibits a waiver of the Code provision by agreement.

Section 17. Binding Effect. Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

Section 18. Recording. Upon Owner's execution of this Agreement, the City shall, at its sole cost and expense record a fully executed counterpart of the Owner-signed Agreement in the Public Records of Orange County, Florida, and similarly, upon the City's execution of the Agreement, the City at its sole cost and expense shall record a fully executed counterpart of the City-signed Agreement in the Public Records of Orange County, Florida.

Section 19. Venue. Any and all actions or proceedings arising out of or related to this Agreement or brought to enforce or interpret this Agreement, shall be brought exclusively and solely in the court of appropriate jurisdiction in Orange County, Florida.

Section 20. Effect Of Change In the Law. If state or federal laws are enacted after this Agreement is executed and the changes are applicable to and preclude the compliance with the terms of this Agreement, then this Agreement shall be modified as is necessary to comply with the changed law. It is the intent of the parties that a change in law will not result in a termination of this Agreement and the Agreement shall be modified only to the extent necessary to comply with the changed law. Notwithstanding the foregoing, if the Owner would suffer a substantial economic impact defined as a cost in excess of \$1,000,000.00 as a

result in a change in the law, then the Owners shall be permitted to terminate this Agreement.

Section 21. Construction Or Interpretation Of the Agreement. This Agreement is the result of *bona fide* arm's length negotiations between the parties and all parties have contributed substantially and materially to the preparation of the Agreement and were represented by counsel. Accordingly, this Agreement shall not be construed or interpreted more strictly against one party as against the other party.

Section 22. Permits, Conditions, Terms and Restrictions. The failure of this Agreement to address a particular permit, condition, term, or other restriction existing at the time of execution of this Agreement shall not relieve the Owner of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

Section 23. Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs and neither shall be responsible to pay the other his or its legal fees, including with respect to litigation.

Section 24. Caption/Exhibits.

- a. The headings or captions of the sections and subsections contained in this Agreement are for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.
- b. The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement. In the event of any conflict between the Agreement and any exhibit, the terms of

Section 25. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement will become a covenant running with the title to the Property and all parts and parcels thereof, and this Agreement shall be binding upon and will inure to the benefit of both the City and the Owner, and the assigns and successors in interest to the Property and all parts and parcels thereof.

Section 27. Notices. Any notice delivered shall be in writing and shall be deemed to be delivered (whether or not actually received) when it is hand delivered to the official hereinafter designated; upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail return receipt requested; or upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows:

City Manager
City of Winter Park
401 Park Avenue South

Winter Park, FL 32789

With copies to: Usher L. Brown, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802

To the Owners: Benjamin Partners, Ltd
Daniel B. Bellows
P.O. Box 350
Winter Park, Fl. 32790

Greenhouse Partners, Ltd. and
Garnet, Ltd.
Robert P. Saltsman
P.O. Box 350
Winter Park, Fl. 32790

Section 28. Entire Agreement. This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and it supercedes all prior agreements, arrangements or understandings, whether oral or written.

Section 29. Modification. This Agreement may not be amended, changed or modified nor may any material provisions hereunder be waived, except by a written document of equal dignity signed by the City after discussion in a public meeting.

Section 30. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

Witnesses:

"CITY"

CITY OF WINTER PARK

Print Name:_____

By: _____
Kenneth W. Bradley, Mayor

Print Name:_____

Attest:

By: _____
Cindy Bonham, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____ by Kenneth W. Bradley as Mayor of the City of Winter Park, ("City"), 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 executed the same for the purposes set forth herein.

NOTARY PUBLIC

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

Approved as to form and legality (for the use
and reliance of the City):

City Attorney

Witnesses:

"OWNER"
Benjamin Partners, Ltd.

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ as _____ of _____ ("Owner"), 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 executed the same for the purposes set forth herein.

NOTARY PUBLIC

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

Witnesses:

"OWNER"
Greenhouse Partners, Ltd.
Garnet, Ltd.

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ as _____ of _____ ("Owner"), 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 executed the same for the purposes set forth herein.

NOTARY PUBLIC

(Name typed or printed)

(Seal)

Commission Expires:

LEGEND

- VACATING R.O.W.
- OUT PARCEL

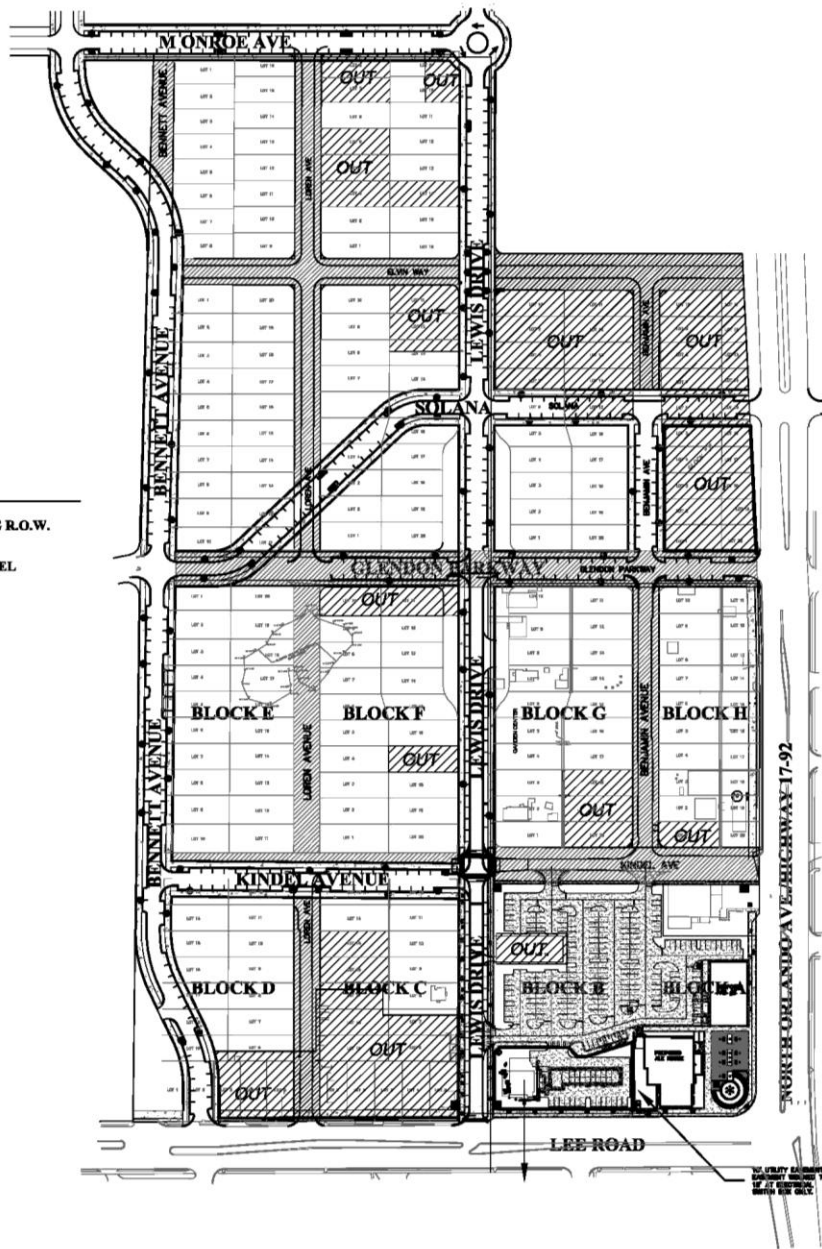


EXHIBIT
B

DATE	REVISIONS
1/2/2020	1. INITIAL DESIGN
1/2/2020	2. FINAL DESIGN
1/2/2020	3. FINAL DESIGN
1/2/2020	4. FINAL DESIGN
1/2/2020	5. FINAL DESIGN
1/2/2020	6. FINAL DESIGN
1/2/2020	7. FINAL DESIGN
1/2/2020	8. FINAL DESIGN
1/2/2020	9. FINAL DESIGN
1/2/2020	10. FINAL DESIGN

DATE REVISIONS

ENGINEER IN CHARGE:

CHADWYCK H. MOOREHEAD, P.E., #17777
CERTIFICATE OF AUTHORIZATION NO. 00-000753

CLIENT

BENJAMIN PARTNERS, LTD.
P.O. BOX 200
WINTER PARK, FL 32780
407-844-2100

EXHIBIT B
FOR
ANNEXATION AGREEMENT
ROAD VACATION



REGULAR MEETING OF THE CITY COMMISSION
March 12, 2012

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:34 p.m. in the Rachel D. Murrah Civic Center, 1050 West Morse Boulevard, Winter Park, Florida.

The invocation was provided by Finance Director Wes Hamil, followed by the Pledge of Allegiance.

Members present:

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

Also present:

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

Approval of the agenda

Motion made by Mayor Bradley to move Item 4f to Item 10a and to table Item 4c per the Historic Preservation Board; seconded by Commissioner Leary to approve the agenda with the above changes; approved by acclamation with a 5-0 vote.

Mayor's Report

- a. Informational Update - 2012-2013 Art on the Green sculpture project – Chele Hipp, Public Art Advisory Board Chair

A brief presentation was provided by Public Art Advisory Board Chair, Chele Hipp regarding the 2012-2013 Art on the Green sculpture project that is scheduled to run for 6 months starting on September 1, 2012 through March 1, 2013. Eight sculptures will be displayed; 6 will be located in Central Park and 2 will be directly in front of City Hall. The call for artists has been posted on the City's website, applications are due in April and selections will be made in May. The opening ceremony will take place on September 15.

Ms. Hipp advised that Olga Viso, a Rollins college graduate will be the curator for this exhibition. Currently, Olga is the Director of the Walker Art Center in Minneapolis, which is one of the nation's top five contemporary art museums. Ms. Hipp thanked the City for their first sponsorship, along with Massey Services, Inc. who matched the City's donation. She also thanked DePrince, Race and Zollo Inc., AHG Group LLC, Fannie and Scott Hillman of Fannie Hillman & Associates, the Keewin Real Property Company, the Pizutti Companies and Trilogy Global Advisors.

b. Proclamation - Recognition of Louis Roney being inducted into the Florida Artists Hall of Fame

In honor of Mr. Roney's recent induction into the Florida Artists Hall of Fame, Mayor Bradley read a proclamation and declared March 12, 2012 as "Louis Roney Day". Mr. Roney was recognized for his outstanding achievements and contributions to the City. Mayor Bradley thanked him for his service to our country during World War II and for sharing his incredible talents.

c. Proclamation - Girl Scouts 100th anniversary

Mayor Bradley announced that today the Girl Scouts of America is celebrating their 100th anniversary. Mayor Bradley proclaimed the week of March 12, 2012 as Girl Scouts Week in Winter Park. CEO of Girl Scouts of Citrus Maryann Barry, Girl Scout Leaders Jennifer Bradley and Mary Margaret Shimada were present along with several girl scouts, brownies and daisy's to accept the proclamation.

d. Presentation to Cynthia Bonham, City Clerk for achieving her Master Municipal Clerk (MMC) designation

Florida Association of City Clerks Central East District Director Tracy Ackroyd presented Cynthia (Cindy) Bonham with her certificate for achieving her Master Municipal Clerk (MMC) designation. Also present were City Clerks Maria Waldrop, City of Maitland; Angela Apperson, City of Cape Canaveral; Barbara Barbour and Deputy City Clerk Linda DeBonis, City of Oviedo.

Mayor Bradley congratulated Ms. Bonham on her milestone achievement and thanked her for her dedication and contributions to the City.

e. Proclamation - Purchasing Month

Mayor Bradley read a proclamation announcing the month of March 2012 as "Purchasing Month". Purchasing Manager Carrie Woodell and Purchasing Agents Anthony Durham and Jennifer Jones were present to accept the proclamation. Mayor Bradley recognized the Purchasing Division for their hard work and dedication.

f. Appointment of 'Wired for Winter Park' Task Force

This item was moved to Action Items Requiring Discussion.

City Manager's Report

Discussed: The Pro-Shop is completed with the ribbon cutting event scheduled for early April, the hazardous waste pickup is returning to Winter Park with the first event being held on Earth Day; and the State Legislative session finished up last

Friday (the pension bill did not pass). A more detailed briefing will be provided at a later date. City Manager Knight answered questions.

City Attorney's Report

No items.

Non-Action Item

a. Financial Report – January 2012

Finance Director Wes Hamil provided the financial report for January 2012.

Motion made by Mayor Bradley to accept the financial report along with the caveat to management that they watch closely both the loss of revenue and offset, as is possible and any shortfalls in revenue with appropriate expense adjustments; seconded by Commissioner Sprinkel. Mr. Hamil answered questions. **The report was approved by acclamation with a 5-0 vote.**

Consent Agenda

- a. Approve the minutes of 2/27/12. **PULLED FOR DISCUSSION, SEE BELOW.**
- b. Approve the following purchases, contracts, and bids:
 1. PR 148771 to Bartow Chevrolet for six (6) Chevrolet Caprices for Police Department; \$155,598
 2. Continuing services contract with Herbert-Halback, Inc. (RFQ-2-2012) for Professional, Architectural & Engineering Services (Discipline: Landscape Architect), and authorize the Mayor to execute the contract. **PULLED FOR DISCUSSION, SEE BELOW.**
 3. Continuing services contract with Miller Legg (RFQ-2-2012) for Professional, Architectural & Engineering Services (Discipline: Landscape Architect), and authorize the Mayor to execute the contract. **PULLED FOR DISCUSSION, SEE BELOW.**
 4. Piggybacking the Lake County contract with Helena Chemical Company for Agricultural Chemicals and authorize the Mayor to execute the Piggyback Contract; \$100,000.
 5. Piggybacking the City of Orlando contract with Unifirst Corporation for rental of work uniforms and authorize the Mayor to execute the Piggyback Contract.
 6. Staff to enter into negotiations with the top ranked firms, Bellomo-Herbert & Company; Le-Huu Partners; Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Parks & Recreation), RFQ-2-2012. **PULLED FOR DISCUSSION, SEE BELOW.**
 7. Staff to enter into negotiations with the top ranked firm, Environmental Research & Design, Inc.; Continuing Contracts for Professional, Architectural

- & Engineering Services (Discipline: Lake Management), RFQ-2-2012. **PULLED FOR DISCUSSION, SEE BELOW.**
8. Staff to enter into negotiations with the top ranked firms, Matern Professional Engineering; Shaw Environmental & Infrastructure, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Green Planning & Engineering), RFQ-2-2012. **PULLED FOR DISCUSSION, SEE BELOW.**
 9. Staff to enter into negotiations with the top ranked firm Southeastern Surveying & Mapping Corporation, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Survey Services), RFQ-2-2012. **PULLED FOR DISCUSSION, SEE BELOW.**
 10. Staff to enter into negotiations with the top ranked firm Kelly, Collins & Gentry, Inc., Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Roadway Design), RFQ-2-2012. **PULLED FOR DISCUSSION, SEE BELOW.**
- c. Approve the request to locate temporary modular classrooms and administration building during construction of Bush Science Center addition, subject to providing landscape buffer along both street frontages as depicted in exhibit provided and protection of shade trees. **PULLED FOR DISCUSSION, SEE BELOW.**

Motion made by Commissioner Sprinkel to approve the Consent Agenda Items 'b.1', 'b.4' and 'b.5'; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Consent Agenda Item 'a' – Approve the minutes of 2/27/12.

Mayor Bradley referenced page 2, the 90 day plan. He recalled that he suggested they discuss the use of the Progress Point property and not the sale.

Motion made by Mayor Bradley to approve the minutes to reflect that Mayor Bradley suggested to place the process for use of the Progress Point property on the April 4 Strategic Session meeting; seconded by Commissioner Leary.

Commissioner Cooper referenced page 11 regarding her motion to table (Selection of an Architectural Firm for the design of the Amtrak Station). She clarified and noted that her motion was to table the item until such time as both firms have been given an opportunity to make a presentation. City Manager Knight acknowledged that her information has been verified and is correct. Mayor Bradley said with this adjustment he would incorporate that into his overall motion of approval; seconded by Commissioner Leary and carried unanimously with a 5-0 vote.

Consent Agenda Items 'b.2', 'b.3', 'b.6', 'b.7', 'b.8', 'b.9' and 'b.10'.

Commissioner McMacken addressed these Consent Agenda items together. He asked how many of these firms have offices in Winter Park. City Manager Knight said he believes there is only one firm, Miller Legg.

Motion made by Commissioner McMacken to approve Consent Agenda items 'b.2', 'b.3', 'b.6', 'b.7', 'b.8', 'b.9' and 'b.10'; seconded by Commissioner Leary and carried unanimously with a 5-0 vote.

Consent Agenda Item 'c' - Approve the request to locate temporary modular classrooms and administration building during construction of Bush Science Center addition, subject to providing landscape buffer along both street frontages as depicted in exhibit provided and protection of shade trees.

Commissioner Cooper shared her concern with the removal of approximately 20 trees, but particularly the cedar tree since it is healthy. She asked if there is any way they could save the cedar tree.

Scott Bitikofer, Director of Facilities Management for Rollins College, explained that due to the buildings being of modular nature it created much difficulty with the layout of the site which impacted the ability to keep the trees. Their arborist reviewed the layout and prescribed which trees would have to be removed and/or replaced and that Rollins College has agreed to all of the requirements to make up for the loss of trees. He also advised that the students in the Art Department will be able to use the cedar from the tree for carving. Mr. Bitikofer answered questions relating to the modular buildings that will be used for laboratories and advised that those buildings will have fume hoods.

Building and Code Enforcement Director George Wiggins explained that this item is being brought forward due to a provision in our current ordinance which relates to moving buildings into or within the City. He also explained the overall process.

Motion made by Commissioner McMacken to approve Consent Agenda item 'c'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Action Items Requiring Discussion

- a. Appointment of 'Wired for Winter Park' Task Force

Motion made by Mayor Bradley that they appoint a task force, which per our recently changed ordinances allows us to do that for up to 6 months, to explore in the City opportunities to use technology in new and greater ways to reduce costs to our citizens along with assuring that we are

regionally leading in all things technological; seconded by Commissioner Sprinkel.

Mayor Bradley advised that he believes the task force will comprise of 7 members and if this motion passes he will be bringing back recommendations at the next meeting.

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.**

Public Comments

Paul Vonder Heide, 100 E. Rockwood Way, spoke in opposition to the surveillance video cameras throughout the City and urged the Commission to remove them immediately.

Public Hearings

a. Request of Windermere Winter Park Venture LLC:

ORDINANCE NO. 2870-12: 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. Second Reading

ORDINANCE NO. 2871-12: 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. Second Reading

Attorney Brown read both ordinances by title. This public hearing was heard as one simultaneous public hearing.

Motion made by Commissioner Leary to adopt the comprehensive plan ordinance; seconded by Commissioner Sprinkel. No public comments were made. **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.** Commissioner Cooper explained at the last meeting her reasoning for voting no.

Each Commissioner advised that they had no ex-parte communications since the last meeting.

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

- b. ORDINANCE NO. 2872-12: 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. Second Reading

Attorney Brown the ordinance by title.

Motion made by Commissioner McMacken to adopt the ordinance; seconded by Commissioner Cooper. No public comments were made. A brief discussion ensued regarding the consistency with the current legislation that was recently passed. Attorney Brown said the ordinance will allow Orange County to finish up their study and once it is finalized a permanent ordinance will come forward. **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.**

Mayor Bradley requested that this item be listed on the 90-day plan for a follow-up. City Manager Knight acknowledged.

- c. 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. First Reading

This item was tabled per the request of the Historic Preservation Board.

A recess was taken from 4:57 p.m. to 5:09 p.m.

- d. Equalization Board Hearings:

Attorney Brown read both resolutions by title.

RESOLUTION NO. 2103-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, PURSUANT TO CHAPTER 170, FLORIDA STATUTES,

DECLARING THAT THE CITY IS TO FUND CAPITAL IMPROVEMENTS IN AND FOR THE CITY, TO-WIT: UNDERGROUND ELECTRIC/CATV (BHN) FACILITIES ALONG VIA SALERNO AND MAYFIELD AVENUE FURTHER DECLARING THAT THE COST OF SAID IMPROVEMENTS SHALL BE PAID BY SPECIAL ASSESSMENTS LEVIED AGAINST REAL PROPERTY SPECIALLY BENEFITTED BY SAID IMPROVEMENTS; SPECIFYING THE MANNER OF AND TIME FOR PAYING THE SPECIAL ASSESSMENTS; AND INVITING THE PUBLIC TO REVIEW THE PROJECT PLANS AND SPECIFICATIONS AND THE ASSESSMENT PLAT, ALL OF WHICH ARE ON FILE AT THE OFFICE OF THE CITY CLERK OF THE CITY OF WINTER PARK; PROVIDING AN EFFECTIVE DATE.

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.**

RESOLUTION NO. 2104-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, PURSUANT TO CHAPTER 170.03, FLORIDA STATUTES, CONFIRMING THE SPECIAL ASSESSMENTS FOR THE UNDERGROUNDING OF ELECTRIC/CATV (BHN) FACILITIES WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF PROPERTIES ADJACENT TO VIA SALERNO AND MAYFIELD AVENUE, PROVIDING AN EFFECTIVE DATE.

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

City Commission Reports:

a. Commissioner Leary

Commissioner Leary thanked everyone for an outstanding job with the St. Patrick's Day Parade and commented that it was a great family event.

b. Commissioner Sprinkel

Commissioner Sprinkel announced that sometime next month the Martin Luther King Task Force will be bringing forth information to the Commission.

Commissioner Sprinkel asked what time the Strategic Planning meeting will start because she would like to participate in the 8:30 a.m. walking event. City Manager Knight said the meeting is scheduled to start at 9:15 a.m. which would allow them to participate in the walking event.

Commissioner Sprinkel suggested that they review the agenda for the Strategic Planning session beforehand. There was consensus that staff provides a draft agenda at the next Commission meeting. City Manager Knight acknowledged.

Commissioner Sprinkel asked if there is a mechanism by which the Commission can check the status of a project once it has been approved by the City Commission. Planning Director Jeff Briggs offered to prepare an on-going report that would list the project and the status. The Commission said they look forward to receiving the information. Mayor Bradley suggested that the Economic Development Department might want to consider preparing a similar report.

c. Commissioner Cooper

Commissioner Cooper spoke briefly about CDD bonds and asked if they can obtain summary data from the bond consultant that would show how many times this new instrument has been used in the market, where it has been used and how successful it is. She felt it would be most advantageous to have this information prior to the decision making. City Manager Knight acknowledged the request.

Commissioner Cooper asked for support to discuss the possibility of establishing an Architectural Review Board. There was no support to move forward with this.

d. Commissioner McMacken

1. City Hall front yard

Commissioner McMacken addressed the retention pond in the front of City Hall that abuts Park Avenue and the capability of managing our stormwater runoff through an exfiltration system. By doing this it would allow us to create a green space in front of City Hall where the retention pond currently is. He felt that now would be a good time to improve the outside appearance of City Hall to coincide with the interior renovations that are currently being completed. He also wanted to see landscaping improvements throughout the grounds of City Hall which would also compliment the green space. He asked for support for staff's assistance with this. Mayor Bradley added to the list that the curbs in the back parking lot be painted. There was consensus for staff to move forward with this request. City Manager Knight acknowledged the request and will report back to them.

e. Mayor Bradley – no report.

The meeting adjourned at 5:15 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	March 26, 2012
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

Purchases over \$50,000

	vendor	item background	fiscal impact	motion recommendation
1.	Associated Consulting International, Inc. (ACi)	Architectural/Engineering Services for the Train Station	80% cost funding by Federal Transit Administration JPA Grant Agreement; 20% cost funding match by capital improvement budget. Amount: \$72,045.00	Commission approve PR 148908 to Associated Consulting, International, Inc.
The City is under a continuing services contract with ACi through RFQ-2-2012. See item 11 below.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
2.	Bellomo-Herbert & Company, Inc.	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Parks & Recreation)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Bellomo-Herbert & Company, Inc. and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing parks & recreation consulting services. The City Commission authorized staff to negotiate with these firms on March 12, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.				
3.	Le-Huu Partners	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Parks & Recreation)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Le-Huu Partners and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing parks & recreation consulting services. The City Commission authorized staff to negotiate with these firms on March 12, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.				
4.	Environmental Research & Design, Inc.	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Lake Management)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Environmental Research & Design, Inc. and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist one (1) firm to provide continuing lake management consulting services. The City Commission authorized staff to negotiate with this firm on				

March 12, 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.	Matern Professional Engineering	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Green Planning & Engineering)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Matern Professional Engineering and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing green planning & engineering consulting services. The City Commission authorized staff to negotiate with these firms on March 12, 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.	Shaw Environmental & Infrastructure	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Green Planning & Engineering)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Shaw Environmental & Infrastructure and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing green planning & engineering consulting services. The City Commission authorized staff to negotiate with these firms on March 12, 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.	Southeastern Surveying & Mapping Corporation	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Survey Services)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Southeastern Surveying & Mapping Corporation and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist one (1) firm to provide continuing survey services. The City Commission authorized staff to negotiate with this firm on March 12, 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.	Kelly, Collins & Gentry, Inc.	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Roadway Design)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Kelly, Collins & Gentry, Inc. and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist one (1) firm to provide continuing roadway design services. The City Commission authorized staff to negotiate with this firm on March 12, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.				
9	Stanley Convergent Security Solutions, Inc.	Amendment 1 for Electronic Security Access & Monitoring System of Public Safety Complex (IFB-2-2009)	Total annual expenditure included in approved FY12 budget.	Commission approve Amendment 1 for Electronic Security Access & Monitoring System of Public Safety Complex with Stanley Convergent Security Solutions, Inc. and authorize the Mayor to execute the Amendment.
The City utilized a competitive bidding process to award this contract. The contract was initially approved by the City Management in April 2009. The current contract term will expire on April 29, 2012 however we have the option to renew for an additional three (3) year period.				

10	Associated Consultant International, Inc.	Work Authorization for Architectural/Engineering Services for Train Station	80% cost funding by Federal Transit Administration JPA Grant Agreement; 20% cost funding match by capital improvement budget.	Commission approve Work Authorization and authorize the Mayor to execute.
This Work Authorization provides basic architectural/engineering services for a 2,400 GSF Train Station. ACi is under a continuing services contract with the City (RFQ-2-2012). See item 1 above.				

Piggyback contracts

	vendor	item background	fiscal impact	motion recommendation
11	MUSCO Sports Lighting, LLC	Piggybacking for Various Equipment & Amenities for Parks & Playgrounds	Total annual expenditure included in approved FY12 budget.	City Commission approve piggybacking the Clay County contract 08/09-3 with MUSCO Sports Lighting, LLC and authorize the Mayor to execute the Piggyback Contract.
Clay County utilized a competitive bidding process to award this contract. The City Commission authorized us to piggyback this contract on February 14, 2011 for the term that expired on January 13, 2012. The new contract term expires January 13, 2013.				



city commission agenda item

item type	Consent Agenda	meeting date	March 26, 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:

Amendment of the development agreement and re-execution of the air space agreement for the 444 W. New England and 362 S. Pennsylvania Avenue buildings.

In 2005 the City approved the 444 W. New England Avenue building project (three story brick building) and the 362 S. Pennsylvania Avenue building project (parking garage building). At that time there was a development agreement for the projects and an air space agreement (for the walkway over the street between the two buildings). Both of these building projects have recently been returned to Bank Atlantic which now owns them under a Heartwood 4 LLC affiliate.

A part of the development agreement for the 444 W. New England Avenue building is an arrangement that makes a more efficient parking use of the public alley in the rear of the building. Basically, the City allowed parking spaces where the alley exists and in return the City received a public easement to travel over the drive lane/drive aisle (the new alley). In doing their due diligence, their attorney has found that the "Exhibit A" drawing doesn't exactly match what was built. So the development agreement amendment substitutes a new "Exhibit A" to match what is actually built. Nothing else is changed.

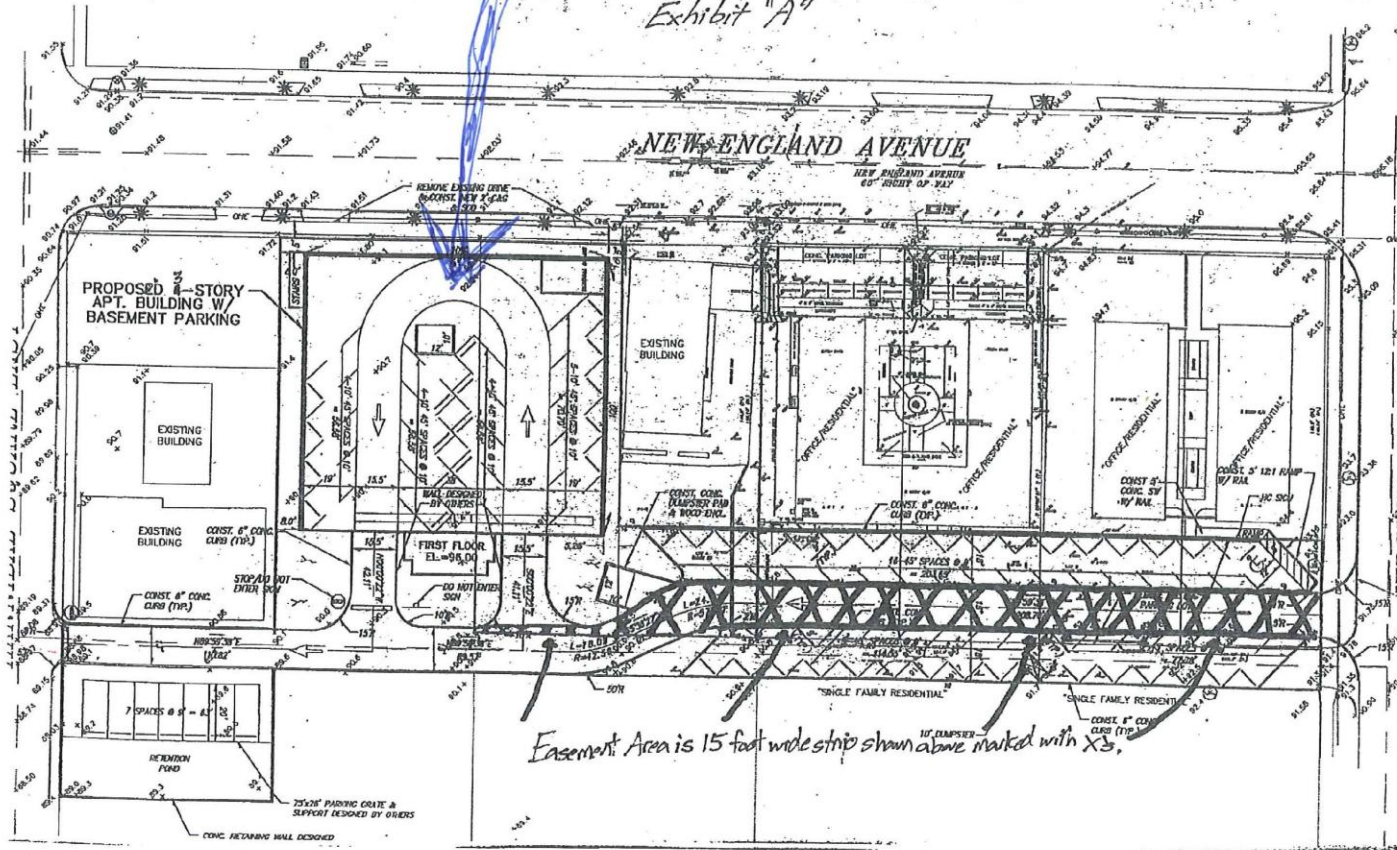
Also as part of the approval for both of these buildings is the elevated walkway over the Hannibal Square, East public street which allow people to walk between the parking garage and the building on New England. In doing their due diligence, their attorney has found that the air space agreement was not executed and returned to the City by the developer.

Recommendation:

Approval and execution of these documents will correct the error in the Exhibit and properly complete the necessary approval for the elevated walkway. Staff recommendation is for approval.

It was not built like this.

Exhibit "A"



Easement Area is 15 foot wide strip shown above marked with X's.

INSTR 20030618618
OR BK 07164 PG 0556

WINDERWEEDLE, HAINES,
WARD & WOODMAN, P.A.

ATTORNEYS AT LAW
MAIN TELEPHONE (407) 423-4246
WWW.WHWW.COM

Please Reply To:

Winter Park Office

James Edward Cheek, III
Direct Dial: (407) 246-8670
E-mail: tcheek@whww.com

March 7, 2012

VIA HAND DELIVERY

Jeff Briggs, City Planner
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789-4386

Dear Jeff:

As we have previously discussed, I was asked by Heartwood 4, LLC, to assist it in bringing any pending agreements with the City related to the 362 Pennsylvania building and the 444 West New England building to conclusion.

I have delivered to you under separate cover the originals of two such agreements: (1) a First Amendment to Developer's Agreement; and (2) an Air Space Easement Agreement.

The First Amendment to Developer's Agreement is intended to address an issue about the path of vehicular access between Hannibal Square East and Virginia Avenue, behind the 444 West New England building. The original Developer's Agreement executed in November, 2001 included a sketch based on the plans for redevelopment of that block, and showed the path of vehicular access as it would have been had the block been so developed. In reality, as the block was developed, the vehicular access ended up in a slightly different place, although still within the same bounds previously designated for parking and access. The First Amendment merely replaces the sketch with a new "as built" sketch so that the public record accurately reflects the location of the access path. The First Amendment has been executed by Dan Bellows individually, on behalf of The Winter Park Redevelopment Agency, Ltd., and on behalf of St. Michael, Ltd.

The Air Space Easement Agreement is meant to confirm in the public records the right for the sky bridge connecting the parking deck at 362 Pennsylvania with the 444 West New England building. This agreement was originally negotiated between the City and St. Michael, Ltd. during the time that I was City Attorney; the original was prepared by counsel for St. Michael; and St. Michael was to have signed the agreement and returned it to the City. So far as

ORLANDO, FLORIDA
1500 BANK OF AMERICA CENTER
390 NORTH ORANGE AVENUE 32801
POST OFFICE BOX 1391 32802-1391
FAX (407) 423-7014

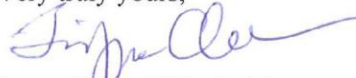
WINTER PARK, FLORIDA
329 PARK AVENUE, NORTH 32789
SECOND FLOOR
POST OFFICE BOX 880 32790-0880
FAX (407) 645-3728

March 7, 2012
Jeff Briggs
Page 2

the public records and any files I have reviewed reflect, the agreement was not returned to the City at that time, and this was noticed in recent months. Accordingly, the Air Space Easement Agreement which I have provided to you is the same as the original version, other than changing the name of the counsel to whom it is to be returned after recording, and it is signed on behalf of St. Michael by Mr. Bellows.

I ask that you review these documents, and if they meet with your approval, submit them to the appropriate process for signature by the City. If you have any questions, please call me at your convenience.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jim Cheek", with a long, sweeping horizontal line extending to the right.

James Edward Cheek, III

JEC/mmr
Enclosures

**THIS INSTRUMENT TO BE
RETURNED TO:**

Richard J. Zaden, Esquire
2850 North Andrews Avenue
Wilton Manors, Florida 33311

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT (this "First Amendment") is made and entered into this 24th day of February, 2011, between **THE CITY OF WINTER PARK**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 350, Winter Park, Florida 32790 (the "City"), and **DANIEL B. BELLOWS**, individually, and **ST. MICHAEL, LTD.**, a Florida limited partnership, whose address is P.O. Box 350, Winter Park, Florida 32790, and **THE WINTER PARK REDEVELOPMENT AGENCY, LTD.**, a Florida limited partnership, whose address is P.O. Box 350, Winter Park, Florida 32790 (collectively, the "Developer") (the City and the Developer are sometimes collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, on or about November 19, 2001, the Parties entered into that certain Developer's Agreement recorded in Official Records Book 7164, Page 550, Public Records of Orange County, Florida (the "Developer's Agreement"), relating, inter alia, to the development of certain parking areas, access roads, and stormwater retention in the New England Avenue Corridor; and

WHEREAS, the Parties wish to amend certain portions of the Developer's Agreement, as set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference. Capitalized terms used herein shall have the same meaning ascribed to them in the Developer's Agreement, unless expressly provided otherwise herein.

2. **Replacement of Exhibit "A".** Exhibit "A" attached to the Developer's Agreement is hereby deleted in its entirety and replaced with Exhibit "A" attached to this First Amendment and incorporated herein by reference.

3. **Access and Parking Easement.** Subparagraph 2(a) of the Developer's Agreement is hereby deleted in its entirety and replaced with the following:

(a) The Developer hereby grants to City, its successors, assigns, and agents, a perpetual, non-exclusive easement (the "Easement") upon, over, under, in and through the hatched area reflected on the Parking Plan (the "Easement Area") for vehicular and pedestrian access over the right-of-way reflected thereon as well for public utilities and public parking in the parking spaces adjacent to and located to the south of such right-of-way, as well as a perpetual non-exclusive easement for construction and regular and emergency maintenance and repair of the Easement Area, if deemed necessary by the City. The Developer shall not block, remove, demolish or in any way modify the Easement Area without the prior written consent of the City.

4. **Full Force and Effect.** Except as expressly amended by this First Amendment, the Developer's Agreement shall remain in full force and effect as originally executed.

5. **Counterpart Execution.** This First Amendment may be executed in two (2) or more counterparts, and all such counterparts shall be deemed to constitute but one and the same instrument. To facilitate execution of this First Amendment, the parties hereto may execute and exchange by telephone facsimile counterparts of the signature pages.

6. **Warranty of Title.** The Developer hereby warrants and covenants: (a) that it is the owner of the fee simple title to Developer Property No. 2, as defined in the Developer's Agreement, (b) that it has full right and lawful authority to grant and convey the easements described in the Developer's Agreement, as amended by this First Amendment, (c) that the City shall have quiet and peaceful possession, use, and enjoyment of such easements.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date written above.

CITY:

Witnesses:

CITY OF WINTER PARK, a Florida municipal corporation

Print Name: _____

By: _____
Print Name: _____
Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing Agreement was acknowledged before me, this _____ day of September, 2011, by _____ as _____ of **CITY OF WINTER PARK**, a Florida municipal corporation, on behalf of said corporation, who is personally known to me or who has provided _____ as identification.

Notary Public, State of Florida
Type or Print Name: _____
Commission Expires: _____

DEVELOPER:

Witnesses:

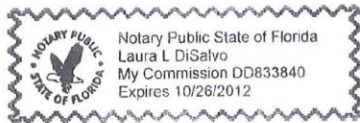
[Signature]
Print Name: Robert B. White Jr

[Signature]
DANIEL B. BELLOWS

[Signature]
Print Name: LAURA L. DiSalvo

STATE OF FLORIDA
COUNTY OF ORANGE

2012 The foregoing Agreement was acknowledged before me, this 24th ^{February} ~~September~~,
2011, by **DANIEL B. BELLOWS**, who is personally known to me or who has provided
as identification.



[Signature]
Notary Public, State of Florida
Type or Print Name: LAURA L. DiSalvo
Commission Expires: _____

Witnesses:

[Signature]
Print Name: Robert B. White Jr.

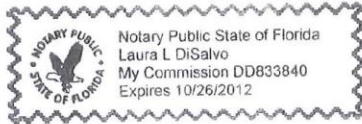
**THE WINTER PARK REDEVELOPMENT
AGENCY, LTD.**, a Florida limited partnership

By: [Signature]
Print Name: Daniel B. Bellows
Date: 2/24/12

[Signature]
Print Name: LAURA L. DiSalvo

STATE OF FLORIDA
COUNTY OF ORANGE

2012 The foregoing Agreement was acknowledged before me, this 24th day of February, 2011, by DAN BELLONS as _____ of **THE WINTER PARK REDEVELOPMENT AGENCY, LTD.**, a Florida limited partnership, on behalf of said partnership, who is personally known to me or who has provided _____ as identification.



Laura L. DiSalvo
Notary Public, State of Florida
Type or Print Name: LAURA L. DISALVO
Commission Expires: _____

Witnesses:

Robert B. White Jr.
Print Name: Robert B. White Jr.

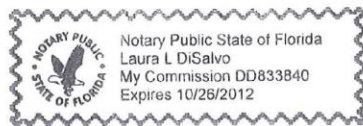
Laura L. DiSalvo
Print Name: LAURA L. DISALVO

STATE OF FLORIDA
COUNTY OF ORANGE

ST. MICHAEL, LTD.,
a Florida limited partnership

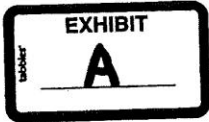
By: [Signature]
Print Name: DANIEL B. BELLONS
Date: 2/24/12

2012 The foregoing Agreement was acknowledged before me, this 24th day of February, 2011, by DAN BELLONS as _____ of **ST. MICHAEL, LTD.**, a Florida limited partnership, on behalf of said partnership, who is personally known to me or who has provided _____ as identification.



Laura L. DiSalvo
Notary Public, State of FLORIDA
Type or Print Name: LAURA L. DISALVO
Commission Expires: _____

BRUCK 0.5" CURR



**THIS INSTRUMENT TO BE
RETURNED TO:**

Richard J. Zaden, Esquire
2850 North Andrews Avenue
Wilton Manors, Florida 33311

AIR SPACE EASEMENT AGREEMENT

24th **THIS AIR SPACE EASEMENT AGREEMENT** ("Agreement") is entered into this day of February, 2012, by and between the **CITY OF WINTER PARK**, a Florida municipal corporation organized and existing under the laws of the State of Florida ("Grantor"), and **ST. MICHAEL, LTD.**, a Florida Limited Partnership ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee (in addition to the Winter Park Redevelopment Agency Ltd. and Logtanna, LLC) entered into that certain Developer's Agreement dated August 18, 2006 (the "Developer's Agreement"), which Developer's Agreement, including specifically, without limitation, the definitions of the defined terms of the Developer's Agreement used in this Agreement, is incorporated herein by this reference; and

WHEREAS, the Developer's Agreement provides, inter alia, for the approval of three building projects of the Grantee, the regulation of certain parking arrangements made by the Grantee and the imposition of certain obligations upon Grantee with respect thereto; and

WHEREAS, Grantee is the fee simple owner of that certain parcel of land located at 444 West New England Avenue, Winter Park, Orange County, Florida, and being more particularly described on attached Exhibit "A" (the "Mixed Use Parcel"), upon which Mixed Use Parcel is located a building improved by the Grantee (the "Mixed Use Building") in accordance with the Developer's Agreement and the site plan and exterior architectural elevations submitted and approved by the Winter Park City Commission on February 25, 2005 and subsequently on July 25, 2005 (collectively, the "Plans"); and

WHEREAS, Grantee is the fee simple owner of that certain parcel of land, located at 362 South Pennsylvania Avenue, Winter Park, Orange County, Florida, and being more particularly described on attached Exhibit "B" (the "Parking Structure Parcel"), upon which Parking Structure Parcel is located a parking structure and liner building improved by the Grantee (the "Parking Structure") in accordance with the Developer's Agreement and the Plans; and

WHEREAS, Grantor maintains a public right-of-way between New England Avenue and Lyman Avenue commonly known as Hannibal Square East, a portion of which is over and upon that certain parcel of land in Winter Park, Florida more particularly described on attached Exhibit "C" (the "Hannibal Square East Parcel"); and

WHEREAS, the Plans incorporated into the Developer's Agreement contemplate the construction of a skyway-walkway connecting the Mixed Use Building to the Parking Structure (the "Skyway"), which Skyway has been constructed by the Grantee and encroaches through a hereafter defined portion of the airspace over the Hannibal Square East Parcel; and

WHEREAS, Grantor desires to grant and convey unto Grantee certain easements for the use, possession and occupation of air space over certain hereafter defined portions of the Hannibal Square East Parcel to allow Grantee, subject to Grantee obtaining any and all necessary licenses and other authorizations from the Grantor and in compliance with the Redevelopment Plans (as herein defined), to maintain, use and enjoy the Skyway and Parking Structure for the benefit of the Mixed Use Building, in accordance with the terms and conditions set forth herein and in accordance with the Developer's Agreement and Plans;

NOW THEREFORE, in consideration of the aforesaid premises, TEN DOLLARS (\$10.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **RECITALS.** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement.

2. **EASEMENT GRANT.** Subject to the terms and conditions contained in this Agreement and the Developer's Agreement, Grantor hereby grants, bargains, sells, conveys, and declares appurtenant to and for the benefit of the Mixed Use Parcel, the Parking Structure Parcel, and Grantee, as owner in fee simple of the Mixed Use Parcel and Parking Structure Parcel, Grantee's successors and assigns, together with their respective lessees or sublessees, employees, agents, contractors, licensees, mortgagees, guests and invitees, an easement to construct, maintain, operate, use, repair, and replace the Skyway in, to, over and through that certain portion of the air space located above the Hannibal Square Parcel as described in Paragraph 4 below (the "Skyway Easement").

3. THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

4. **SKYWAY EASEMENT AREA.** The boundaries of the area encumbered by and subjected to the Skyway Easement herein above granted and conveyed by Grantor to Grantee pursuant to the provision of Paragraph 2 above are hereby defined and described as being, and shall consist of, the area horizontally between L5 and L7 and vertically between L4 and L6 as depicted on the survey attached hereto as Exhibit "D. (the "Skyway Easement Area"). Subject to the written approval of Grantor, if there are variances in the Skyway, as built, such that the Skyway encroaches outside of the Skyway Easement Area, the Skyway Easement Area shall be automatically adjusted to include the area actually occupied by the Skyway, as built.

5. **LIMITATIONS ON USE OF THE EASEMENTS.** The rights of Grantee with respect to the Skyway Easement granted to Grantee by Grantor under this Agreement shall be limited to the use of such Skyway Easement in accordance with the Plans and any and all other agreements between the Grantee and the Grantor and/or the Winter Park Community

Redevelopment Agency related to the Skyway, Parking Structure, the Mixed Use Building, the Mixed Use Parcel and the Parking Structure Parcel, including, without limitation, the Developer's Agreement (collectively the "Redevelopment Plans").

6. INCIDENTAL RIGHTS. The Skyway Easement herein granted and conveyed by the Grantor to the Grantee includes the right of Grantee and its successors and assigns to construct, maintain, operate use, repair and replace the Skyway within the Skyway Easement Area in accordance with the Redevelopment Plans. Further, the Skyway Easement herein granted shall specifically include the right of the Grantee and its successors and assigns to interfere with and obstruct the light and air to and the view of and from that portion of the Hannibal Square East Parcel described in Paragraph 4 to the limited extent set forth in the Redevelopment Plans and this Agreement. Nothing herein contained shall be construed so as to require Grantee to maintain the Hannibal Square East Parcel or any improvements from time to time located thereon, except: (1) Grantee shall be solely liable and responsible for any damage to property or persons resulting from the Skyway or Parking Structure or the exercise of the rights granted to Grantee under this Agreement; and (2) Grantee agrees that it shall be solely responsible for any and all maintenance, repair and replacement of the Skyway and Parking Structure. Grantee also agrees that, in the event any real and/or personal property taxes are assessed against the Hannibal Square East Parcel as a result of the Skyway Easement or the existence of the Skyway, then Grantee shall be responsible for payment of such real and/or personal property taxes, but only to the extent such taxes are directly attributable to the Skyway Easement granted to Grantee or the Skyway.

7. INDEMNIFICATION. Grantee shall indemnify and hold harmless the Grantor from and against any and all suits, claims, demands, losses, liabilities, costs, and expenses (including attorney's fees) incurred by Grantor arising out of or related to the construction, use, maintenance, repair, replacement and operation of the Skyway and Parking Structure by the Grantee, its lessees or sublessees, employees, agents, contractors, licensees, mortgagees, guests and invitees.

8. SUPPORT NOT INCLUDED. Notwithstanding anything to the contrary herein set forth, the Skyway Easement granted herein does not include easements for the support of the Skyway or Parking Structure by or from the Hannibal Square East Parcel; it being specifically provided that any such support of the Skyway or Parking Structure shall be by and from the Mixed Use Building and the Parking Structure.

9. NONWAIVER OF GRANTOR'S REGULATORY POWERS. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the Grantor as it now or hereafter exists under applicable law, rules and regulations, or a waiver of Grantor's sovereign immunity rights provided under Florida law.

10. TERM. The Skyway Easement shall terminate and become null and void immediately as of the date that the Parking Structure is removed, demolished, substantially damaged, destroyed or condemned as a result of a casualty loss or involuntary conversion (a "Loss"); provided, however, that in the event of a Loss of the Parking Structure, the Skyway Easement granted herein shall not be terminated in the event that the Parking Structure is

reconstructed within a reasonable time in strict accordance with the specifications provided for in both the Developer's Agreement and the Plans. However, if after a Loss Grantee desires to reconstruct the Parking Structure in a manner that is in anyway inconsistent with the Developer's Agreement and/or the Plans ("Altered Reconstruction"), the Skyway Easement shall not be terminated if Grantee first obtains Grantor's written approval of the plans for such Altered Reconstruction prior to the Altered Reconstruction.

11. REMEDIES. Each party shall have any and all remedies permitted by law and equity; provided, however, that the parties agree to provide for a positive dialogue and communication if disputes or disagreements arise as to the interpretation or implementation of this Agreement.

12. GOVERNING LAW; VENUE. This Agreement and the provisions contained herein shall be construed and interpreted in accordance with, and controlled and governed by, the laws of the State of Florida. To the maximum extent permitted by applicable law, any action to enforce, arising out of, or relating in any way to, any of the provisions of this Agreement shall be brought and prosecuted in such court or courts located in Orange County, Florida as is provided by law; and the parties consent to the jurisdiction of said court or courts located in Orange County, Florida.

13. COVENANTS RUN WITH THE LAND. The Skyway Easement described herein is hereby declared and shall hereinafter be deemed to be covenants running with the Mixed Use Parcel, Parking Structure Parcel and the Hannibal Square East Parcel, and shall be binding upon and inure to the benefit of Grantor and Grantee, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licensees, guests and invitees of each of them.

14. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be amended, supplemented, extended or modified in any respect whatsoever, or rescinded in whole or in part, only by a written instrument duly executed and acknowledged by all of the parties hereto or their respective successors and assigns and recorded in the Official Records of Orange County, Florida. Nothing contained in this Agreement shall be interpreted in a manner to waive any rights of enforceability by either party.

15. NOTICES. All notices required or permitted to be given under this Agreement must be in writing and must be delivered to Grantor or Grantee at its address set forth below (or such other address as may hereafter be designated by such party). Any such notice must be personally delivered or sent by registered or certified mail, overnight courier or facsimile or telecopy. Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier telecopy or facsimile) or on the date which is three days after such notice is deposited in the United States mail (if sent by registered or certified mail). The parties' addresses for the delivery of all such notices are as follows:

Grantor's address: City of Winter Park
 401 South Park Avenue

Winter Park, FL 32789-4386
Attn: City Manager

Grantee's address: St. Michael, Ltd.
P.O. Box 350
Winter Park, FL 32790-0350
Attn: Daniel Bellows

16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original document. This document will not be binding on the parties, until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party to this Agreement.

17. AUTHORITY. Grantor represents and warrants that it has taken all necessary action to grant the easements and covenants contained herein.

18. MODIFICATION. In the event Grantor provides a written consent to an adjustment of the Skyway Easement Area for as-built variances of the Skyway, at the request of Grantee, Grantor shall enter into a modification of this Agreement to adjust the Skyway Easement Area to reflect any as-built variances of the Skyway.

19. DEFINITIONS; CONFLICT. The terms defined herein shall, where applicable have the same meanings as such terms are defined in the Developer's Agreement. In the event of a conflict between any term, condition, or provision of this Agreement and the Developer's Agreement, the terms, conditions, and provisions of the Developer's Agreement shall control.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement as of the dates set forth below.

Signed, sealed and delivered in the
Presence of the following witnesses:



Signature of Witness

Robert B. White Jr.

Printed Name of Witness



Signature of Witness

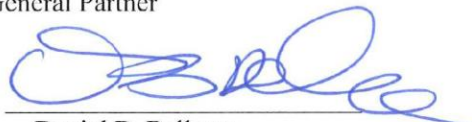
LAURA L. DISALVO

Printed Name of Witness

"GRANTEE"

ST. MICHAEL, LTD., a Florida limited
partnership

BY: New England Avenue Development
Company, a Florida corporation,
its General Partner

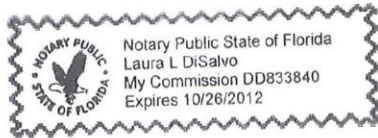
By: 

Daniel B. Bellows
President

Date executed: 2/24/12

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of February, 2012 by Daniel B. Bellows, President of New England Avenue Development Company, the General Partner of St. Michael, Ltd., a Florida limited partnership who is personally known to me or has produced identification.




NOTARY PUBLIC
My Commission Expires:

Signed, sealed and delivered in the
Presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

“GRANTOR”

CITY OF WINTER PARK, a
Municipal corporation organized
under the laws of the State of Florida

By: _____
Kenneth W. Bradley
Mayor

Date executed: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Kenneth W. Bradley, as Mayor, of the City of Winter Park, a municipal corporation organized under the laws of the State of Florida, on behalf of the corporation. He is personally known to me or has produced identification.

NOTARY PUBLIC

My Commission Expires:

Attest: _____

City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF MIXED USE BUILDING PARCEL

444 West New England Avenue

Parcel id no. 05-22-30-9400-55-050

Lots 5, 6, 7, 9, and 10, Block 55, REVISED MAP OF THE TOWN OF WINTER PARK,
according to the plat thereof as recorded in Plat Book A, pages 67 through 72, Public Records of
Orange County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION OF PARKING STRUCTURE PARCEL

362 South Pennsylvania Avenue, Winter Park

Parcel id no. 05-22-30-9400-54-070

Lots 7 through 12, in Block 54, of REVISED MAP OF TOWN OF WINTER PARK, according to the plat thereof as recorded in Plat Book A, at Pages 67 through 72, of the Public Records of Orange County, Florida.

EXHIBIT "C"

LEGAL DESCRIPTION OF THE HANNIBAL SQUARE EAST PARCEL

A PORTION OF HANNIBAL SQUARE EAST RIGHT-OF-WAY, LYING SOUTH OF NEW ENGLAND AVENUE AND NORTH OF LYMAN AVENUE, TOGETHER WITH A PORTION OF A 14.00 FOOT ALLEY LYING EAST THEREOF, OF THE REVISED MAP OF THE TOWN OF WINTER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGES 67 THROUGH 72, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SKETCH OF DESCRIPTION

OF
A PORTION OF SECTION 05-22-30
(THIS IS NOT A SURVEY)

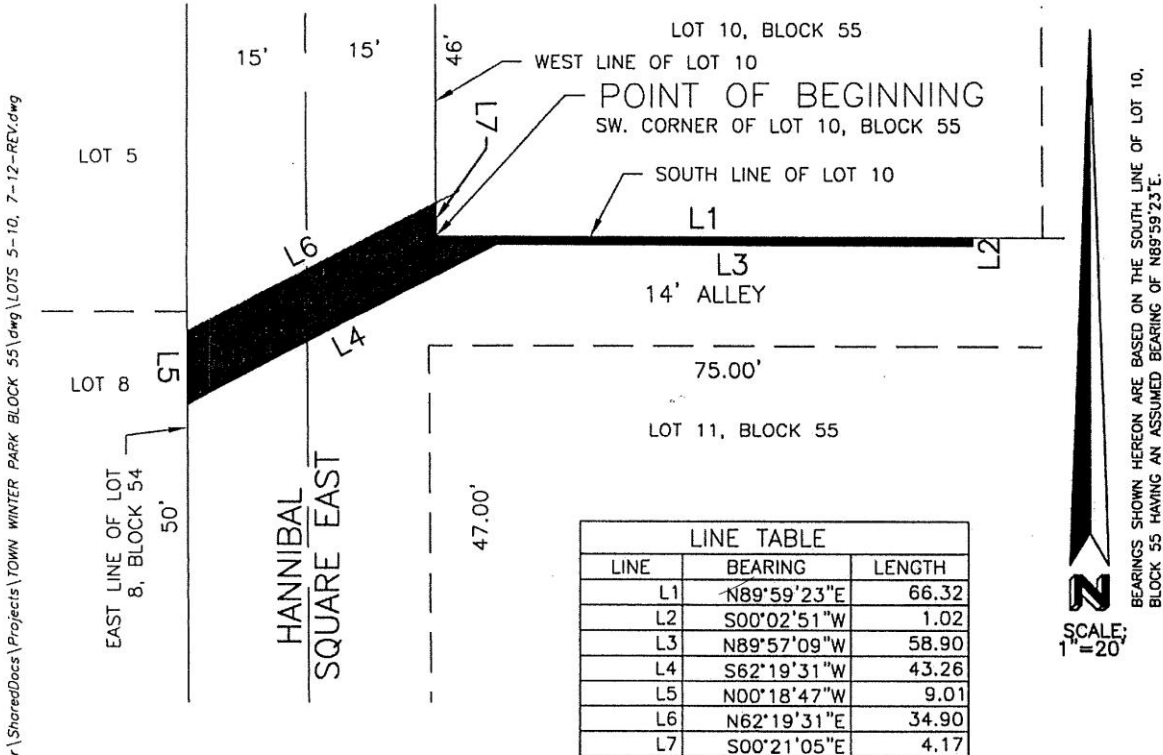
EXHIBIT "D"

DESCRIPTION:

A PORTION OF HANNIBAL SQUARE EAST LYING BETWEEN BLOCKS 54 AND 55 AND A PORTION OF THAT CERTAIN 14 FOOT WIDE ALLEY BETWEEN LOTS 10 AND 11, BLOCK 55 TOWN OF WINTER PARK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGES 67 THROUGH 72, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF LOT 10, BLOCK 55, TOWN OF WINTER PARK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "A" PAGES 67 THROUGH 72, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN N89°59'23"E ALONG THE SOUTHERLY BOUNDARY LINE OF LOT 10 FOR A DISTANCE OF 66.32 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE RUN S00°02'51"W A DISTANCE OF 1.02 FEET; THENCE RUN N89°57'09"W A DISTANCE OF 58.90 FEET, THENCE RUN S62°19'31"W A DISTANCE OF 43.26 FEET TO A POINT ON THE EAST LINE OF LOT 8, BLOCK 54, OF SAID TOWN OF WINTER PARK; THENCE RUN N00°18'47"W ALONG SAID EAST LINE A DISTANCE OF 9.01 FEET; THENCE RUN N62°19'31"E A DISTANCE OF 34.90 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 10, BLOCK 55; THENCE RUN S00°21'05"E, ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 4.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 359 SQ. FT. MORE OR LESS.



SHEET 1 OF 1

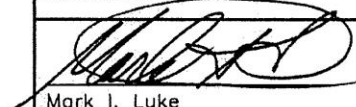
HENRICH-LUKE & SWAGGERTY, LLC



surveyors & mappers
1490 Sunshadow Drive
Suite 1000
Casselberry, Florida 32707
(407) 647-7346
FAX (407) 647-8097
Licensed Business No. 7276

Job No: E-6366
Date: 1/21/09
Drawn By: JAL/SMF
Scale: 1"=20'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

FILE: 78-08



city commission agenda item

item type	Consent Agenda	meeting date	March 26, 2012
prepared by	Wes Hamil	approved by	<input checked="" type="checkbox"/> City Manager
department	Finance		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A		
		final vote	

subject

Budget adjustment to appropriate overtime reimbursement for police department's participation in Immigration and Customs Enforcement (ICE) task force.

motion | recommendation

Approve budget adjustment

background

The City already has an agreement to participate in this task force and will be incurring overtime costs which will be reimbursable. The agreement authorizes certain police department employees to perform certain ICE duties and provides for cooperation and coordination between Winter Park Police Department and ICE.

alternatives | other considerations

fiscal impact

The agreement provides for reimbursement of \$15,000 in overtime costs.

long-term impact

strategic objective

**CITY OF WINTER PARK
BUDGET ADJUSTMENT**

SUBMITTING DEPARTMENT: 1501 ADJUSTMENT NUMBER: _____

DATE: 3/6/12 GROUP NUMBER: _____

SOURCE OF FUNDS:			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROJECT NUMBER	ADJUSTMENT
001-0000-331.20-41	ICE task force		16,500
TOTAL			<u>16,500</u>

15,000
WH

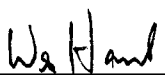

15,000
WH

USE OF FUNDS:			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROJECT NUMBER	ADJUSTMENT
001-4108-521.14-10	Overtime		16,500
TOTAL			<u>16,500</u>

15,000
WH

15,000
WH

REASON FOR ADJUSTMENT REQUEST:
Budget for overtime reimbursements from federal government for participation in ICE task force

APPROVALS:			
 Finance Director	Commission Approval Date	City Manager	Date
	<u>3/6/12</u> Date	 Department Head	<u>3-6-2012</u> Date

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Winter Park Police Department
NCIC CODE FL0480600 and Immigration and Customs Enforcement (ICE), SAC
Tampa for the purpose of the reimbursement of costs incurred by the Winter Park
Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC Tampa, with the participation of the Winter Park Police Department, and until terminated in writing, by either party.

V. **TERMS, CONDITIONS, AND PROCEDURES**

A. **Assignment of Officer(s)**

To the maximum extent possible, the Winter Park Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Winter Park Police Department shall provide the ICE SAC Tampa with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. **Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The Winter Park Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC Tampa, performed by its officer(s) assigned to this joint operation. In addition, the Winter Park Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC Tampa.

The Winter Park Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Winter Park Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information; for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6026 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Winter Park Police Department must submit to ICE SAC Tampa the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Winter Park Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000.00 per officer per year.
6. The Winter Park Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Tampa, at the following address:

ICE
2203 N. Lois Avenue, Suite 600
Attn: Asset Sharing Coordinator
Tampa, FL 33607

Ph. (813) 357-7189

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Winter Park Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE SAC Tampa and the Winter Park Police Department, and is not intended to confer any right or benefit to any private person or party.

Signatures:

FEDERAL AGENCY
FIELD OFFICE

Susan L. McCormick
Special Agent in Charge
Immigration & Customs Enforcement
SAC/Tampa

Date: _____

STATE/LOCAL AGENCY

Winter Park Police Department

Date: 9/7/11



city commission agenda item

item type	Consent Agenda	meeting date	March 26, 2012
prepared by	Wes Hamil	approved by	<input checked="" type="checkbox"/> City Manager
department	Finance		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A		
	final vote		

subject

Budget adjustment to appropriate fees collected for fire inspector training for that purpose.

motion | recommendation

Approve budget adjustment

background

A portion of fire inspection fees collected for work performed by the fire department in ensuring fire inspection codes are adhered to is designated for use in providing for the training and equipping of the fire inspectors.

alternatives | other considerations

fiscal impact

The budget adjustment authorizes \$6,000 in fire inspector training fees to be used in the current fiscal year.

long-term impact

strategic objective

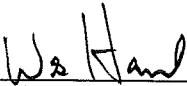

**CITY OF WINTER PARK
BUDGET ADJUSTMENT**

SUBMITTING DEPARTMENT: Fire ADJUSTMENT NUMBER: _____
 DATE: 3/2/2012 GROUP NUMBER: _____

SOURCE OF FUNDS:			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROJECT NUMBER	ADJUSTMENT
001-0000-382.43-10	Carryforward - fire training funds		6,000
TOTAL			<u>6,000</u>

USE OF FUNDS:			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROJECT NUMBER	ADJUSTMENT
001-5102-522.40-10	Training		6,000
TOTAL			<u>6,000</u>

REASON FOR ADJUSTMENT REQUEST:	
Fire inspector training needs	

APPROVALS:			
	Commission Approval Date		3/7/12
Finance Director	3/2/12 Date	City Manager	Date
		Department Head	Date

RECEIVED
 MAR 05 2012
 CITY OF WINTER PARK
 ACCOUNTS PAYABLE



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	March 26, 2012
prepared by department division	John Holland, Director Parks and Recreation Dept Administration	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

subject

Fee Waiver for the Crealde' School of Art Annual Benefit Auction

motion | recommendation

Crealde' School of Art is requesting a use fee waiver for the Community Center Ballroom for their 16th Annual Benefit Auction.

background

The Crealde' School of Art Executive Director, Peter Schreyer, approached the Parks and Recreation Department requesting a use fee waiver for their 16th Annual Benefit Auction at the Winter Park Community Center and to be placed on the City's "Annual Events" listing of specific events that are not charged Park and Recreation facility or park rental fees.

The Parks and Recreation Policy does not consider the waiving of use fees for weekend events. Mr. Schreyer asked that the requested consideration of the issue be taken before the Parks and Recreation Board and the request was placed on the agenda for the November 23, 2011. Historically, the Parks and Recreation Board has not considered or granted use fee waivers for weekend events. In this case, a motion was made, seconded and approved to forward the fee waiver request to the City Commission with the recommendation that a fee waiver be granted for Crealde's 16th Annual Benefit Auction and that the event be placed on the "City Annual Events" list.

alternatives | other considerations

Alternatives that could be considered include a onetime partial fee waiver, an annual continuing partial fee waiver, or no waiver.

fiscal impact

The fiscal impact to the City is the potential loss of revenue for the rental fee of \$2,160 plus the additional costs of the facility utilities and staffing for the event. Additional fiscal impact to the city's revenue could be realized by the setting of precedent for other fundraising events and the continuation to add waived events to the "City Annual Events".

strategic objective

Quality Environment – (Offer 20 new recreational programs to appeal to a wider and diverse audience)

CREALDÉ SCHOOL OF ART

■ A Non-Profit Organization Established in 1975

Programs for all ages in
Painting, Drawing,
Photography, Ceramics
and Sculpture.

Changing exhibitions
in the Alice & William
Jenkins Gallery, the
Showalter Hughes
Community Gallery,
the Heritage Center
Gallery, and the
Contemporary
Sculpture Garden.

600 St. Andrews Boulevard
Winter Park, Florida 32792
Tel 407-671-1886
Fax 407-671-0311
www.crealde.org



642 W. New England Ave.
Winter Park, Florida 32789
Tel 407-539-2680
[www.hannibalsquare
heritagecenter.org](http://www.hannibalsquareheritagecenter.org)

March 6, 2012

John Holland, Chief, Parks and Recreation Department, City of Winter Park
721 West New England Avenue, Winter Park, FL 32789

RE: Fee Waiver for Crealdé School of Art

Dear John,

Thank you for meeting with me to clarify the steps for requesting a fee waiver to use the Winter Park Community Center for our 16th Annual Benefit Auction on September 22, 2012. This letter also serves as a follow up to my presentation to the City's Parks and Recreation Board on November 16, 2011.

Crealdé has enjoyed a long term relationship with the City which included a fee waiver for the use of the Farmer's Market for our auction that lasted over a decade. Our event outgrew the space and we were forced to use a larger location outside of Winter Park. Because of our commitment to our city, we would like to return the event to Winter Park. Also, as the Hannibal Square neighborhood is an integral part of our identity and as the Heritage Center is across the street, the Community Center would be the ideal venue.

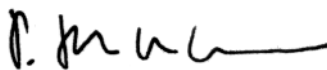
Below are some points that may aid in the consideration to reestablish Crealdé as a recipient of the fee waiver, which is granted to a select few deserving Winter Park not-for-profit organizations:

- Crealdé has improved the quality of life for an ever-broadening number of Winter Park residents since 1975, and prior to the Heritage Center's establishment, had a permanent presence at the Winter Park Community Center with free outreach programming for seniors and youth since 1996.
- In 2007, Crealdé opened the Hannibal Square Heritage Center in partnership with the City of Winter Park: it has attracted over 10,000 visitors annually, with an annual economic impact of over \$300,000. The center is open five days a week with free admission to its several exhibitions and family-oriented events.
- Crealdé serves over 101,000 Central Floridians and visitors annually and attracts students from five surrounding counties, having a substantial economic impact on local business.

The annual benefit auction is Crealdé's major fund raising event and plays a critical role in securing the additional contributed income that sustains the affordability of our curriculum for all ages, promotes our programs and services, and maintains the scholarship and outreach programs that have helped so many here in Winter Park.

I look forward to the opportunity to answer questions at the City Commission meeting on March 12. Additionally, Mr. Woodall from the Parks and Recreation Board has offered to be present in support of this request.

With kind regards,



Peter Schreyer
Executive Director

From: Jason Seeley
Sent: Thursday, March 08, 2012 2:10 PM
To: John Holland; Ronnie Moore; Karen A Harden
Subject: RE: Crealde Fee Waiver Request Letter

John,

The total amount due for their rental is \$2,160.00. Within our fee structure they would be eligible for a 30% discount dropping the rate to \$1,498.00.

Crealde/Heritage Center provides one a one hour art class for our Seniors and After School Program each week, but I am quite certain that this is done so that they can be eligible for certain grant funding. I would also hope that this small contribution they provide would be provided regardless of grant funding opportunities considering they are allowed to operate (and conduct fee based programming) out of a City owned facility rent free.

I strongly discourage supporting the fee waiver, as it begins the slow and steady tumble back to where the department was a few years ago in regards to fee waivers. Additionally, the request is for a weekend which is outside of the fee waiver policy.

Regards,

Jason

Jason Seeley
Chief- Recreation
City of Winter Park
Parks and Recreation Department
407-643-1613 Office
407-702-3840 Cell

From: John Holland
Sent: Thursday, March 08, 2012 1:08 PM
To: Jason Seeley; Ronnie Moore; Karen A Harden
Subject: FW: Crealde Fee Waiver Request Letter
Importance: High

Jason,

Peter is moving forward with his fee waiver request to the City Commission. Please provide me with the details and amount of the fees that will be waived for his event. I would also like to be briefed on any programs, teaching or participation he provides for us at the CC.

Thanks.

John

From: Peter Schreyer [\[mailto:pschreyer@crealde.org\]](mailto:pschreyer@crealde.org)

Sent: Wednesday, March 07, 2012 2:24 PM
To: John Holland
Cc: wwoodall@cfl.rr.com
Subject: Crealde Fee Waiver Request Letter
Importance: High

Hi John:

Attached is the letter you asked for our fee waiver request. Please let me know if there is anything else I need to do prior to the City Commission meeting on Monday, March 26 at 3:30 PM. I have spoken to Woody Woodall and he –as promised at the November Parks and Recreation Board meeting – be there to support me and our request. John, I know that you understand my position and I appreciate your support in this matter. Thanks YOU!

With kind regards.

Peter Schreyer
Executive Director
Crealde School of Art
600 St Andrews Blvd
Winter Park, FL 32792
407-671-1886

c) Fee Waiver Request – Crealde School of Art

Peter Schreyer, Executive Director of Crealde School of Art, spoke about Crealde's 16th Annual Benefit Action Fundraiser that is Crealde's largest fund raising event. The event enables them to continue their mission to stimulate the creative process inherent in each individual through a hands-on educational approach in the visual arts. The funds raised by this event allow them to continue their outstanding community programs which reach thousands of central Floridians annually.

He commented that they are expecting 350-450 people and they are requesting a fee waiver for the Community Center Ballroom on Saturday, September 22, 2012, from 4:00-10:00 p.m. Mr. Schreyer and Mr. Holland answered questions.

Woody Woodall commented that it has been the practice of the board not to consider waivers due to the rate adjustment policy. However, he suggested that Mr. Scheryer take this to the City Commission and ask them to waive the fee rental.

Mr. Holland stated that the annual rate adjustment policy for fee waived events is something that the City Commission put together, and this might be a viable option for Crealde if the fundraiser is an annual event.

Motion made by Janet Atkins to send a letter to the City Commission recommending that they grant a fee waiver to the Crealde School of Art for their Annual Benefit Fundraiser and that they be placed on the Annual Rate Adjustment list based on existing policy: seconded by Michael Palumbo. The motion carried unanimously with a 5-0 vote. Joel Roberts, Edward Englander and Marni Spence were absent.



City of Winter Park

Rules and Standards for Rate Adjustments

Approved by City Commission January 26, 2009

Reviewed by City Commission amendments approved on January 11, 2010

The Parks and Recreation Department is responsible for the collection of established and approved fees for City of Winter Park owned parks or facilities with the following exceptions:

RATE ADJUSTMENT CATEGORIES:

1. City Annual Events

Following are specific events which are accommodated with no associated Parks and Recreation facility or park rental fees: (This category established by City Commission.)

Winter Park High School	ROTC Banquet – Civic Center
	Homecoming ROAR and Parade – Central Park
	Picnic in the Park – Central Park
Welborne Avenue Day Nursery	Graduation Ceremony – Civic Center
Bridge Builders	Monthly Meetings – Community Center
AKA Sorority	Monthly Meetings – Community Center
	Ivey Academy Meetings – Community Center
Hannibal Square Community Land Trust	Monthly Meetings – Community Center
Morse Foundation	Annual Tiffany Window Display – Central Park
Heritage Festival – CRA	Annual Festival – Community Center, Shady Park
Winter Park Historical Society	Annual Peacock Ball – Civic Center
Hoop School	Christmas Camp – Community Center
Winter Park Chamber of Commerce	Tree Lighting – Central Park
	OAR Breakfast- Civic Center
	Legislative Breakfast – Civic Center
	Leadership Graduation – Civic Center
	Youth Leadership Meetings – Civic Center/Farmer's Market
	Mayor/City Commission Luncheon - Civic Center
	Orange County Commission Luncheon – Civic Center
	Autumn Art Festival – Central Park
Sidewalk Art Festival	Art Festival – Park Rental Central Park
	Monthly Meetings –Lake Island

2. Community Based Organization Status

Groups may apply for designation in this category on an annual basis. Following are the criteria for application:

- Groups must be 501(c)(3)
- Objective of the organization must be to provide community services to the citizens of Winter Park.
- All meetings, socials, rentals, and events must be free and open to the public.
- Facility fees will not be waived for events, programs, or activities where admission is charged.
- Only the first hour is waived with the second hour and so on discounted.
 - Discount is determined by size of event and venue.
- Designated meeting spaces will be available on weekdays only.
- The status expires 12 months from date of approval by the City and must be renewed thereafter if applicant wishes to re-apply for reduced or waived fees.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	March 26, 2012
prepared by department division	Dori DeBord Stone Economic Development/CRA	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	EDAB P & Z	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

subject

Approval of four objectives designed to set the agenda for the Central Florida ULI Technical Assistance Panel (TAP) two-day workshop for the West Fairbanks area

motion | recommendation

Approve the four objectives as the foundation for the ULI TAPS discussion on West Fairbanks Avenue.

background

Staff received approval by the City Commission to move forward with a ULI TAP for the West Fairbanks Avenue. One of the key components of the Panel's effort is to work within objectives approved by the City Commission.

Staff worked with ULI staff and advisors over the past two weeks to create four objectives for the Panel's evaluation. These objectives range from a broad overview of the issues to more specifics regarding land use and urban form. These four objectives provide an appropriate framework for the anticipated two day workshop in May by ULI experts.

Following approval of the objectives, the next steps include setting the workshop agenda, gathering the background information for the briefing book and selecting the panelists. Staff anticipates the panel moving forward around the third week of May 2012.

EDAB reviewed these four objectives on March 13, 2012 and recommended that they be the foundation for the panel discussion. The P&Z will review the four objectives at their workshop on March 21, 2012.

alternatives | other considerations

N/A

fiscal impact

N/A

long-term impact

N/A

strategic objective

This action item continues to promote the development of economic master planning particularly in an identified corridor.

City of Winter Park W. Fairbanks Ave. TAP Project Objectives

The ULI Technical Assistance Panel (TAP) will provide advice and recommendations on the following City of Winter Park project objectives:

I. Market Demand

- Highest and best uses for an enhanced W. Fairbanks Ave., i.e. what does the market want?
- Based on the lifecycle of the corridor, both near- and long-term uses.

II. Catalysts for Change

- Types of game-changing projects that will catalyze additional investment in redeveloping W. Fairbanks Ave.

III. Incentives

- Most effective incentives that the City of Winter Park can implement to enhance the market appeal including public/private partnerships.
- Most effective physical/cosmetic enhancements that can be made to the public realm.
- Most effective physical/cosmetic enhancements that can be made to the private realm.

IV. Urban Design/Land Use Regulation

- Urban design elements needed to accommodate the highest and best uses for W. Fairbanks Ave. Determine the advisability of requiring an urban form (buildings up on the frontages) as a mandatory or voluntary standard for the redevelopment along the W. Fairbanks Ave.
- Appropriate zoning and land use regulations needed to accommodate the highest and best uses. Evaluate whether the proposed Architectural Design Standards will appropriately foster and encourage redevelopment of W. Fairbanks Ave.
- Barriers in the current regulations that need to be address to achieve the redevelopment goals.
- The necessity for expanded parking along the north side of the W. Fairbanks Ave. corridor that would require rezoning of adjacent residential land, as an essential ingredient to promote redevelopment along that north side.



city commission public hearing

item type	Public Hearing	meeting date	March 26, 2012
prepared by department division	Wes Hamil Finance	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

subject

Semiannual update to Fee Schedule

motion | recommendation

Approve adjustments to the City Fee Schedule as outlined in the attached summary.

summary

City practice has been to review the Fee Schedule twice each year to ensure fees are adequate and appropriate. The first three pages of the attached contain a summary of the fees that were changed as well as estimates of the impact on net revenues. The remainder of the attached is the fee schedule as revised for the proposed changes.

board comments

N/A

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective April 1, 2012**

	Current Fee	Proposed Fee
Planning:		
Annexations requiring city-wide notice	500.00	Added verbiage requiring the applicant to pay the cost of notifications
Conditional use permits requiring notification via a quarter page advertisement	Clarification added to fee schedule to show this requirement	1,000.00
No net revenue impact as the fees will only cover costs of advertisements		
Shoreline Alterations:		
Dock site plan review (Lakes and Waterways Advisory Board):		
Dock only	new fee	75.00
Dock and boathouse	new fee	100.00
Retainment or seawall	new fee	100.00
Annual revenue from these fees is estimated at less than \$5,000		
Electric services:		
Underground service fee for residential home remodels	2,000.00	3,000.00
Increase better reflects the cost to provide this service		
Net revenue impact is probably between \$5,000 and \$10,000 but depends on construction activity requiring undergrounding of service		
Fire Department:		
Birthday party, basic program, plus \$5.00 per person	160.50	175.00
Note: fees related to inspecting fire alarm and protection systems were eliminated and a \$1,000 minimum value was established for requiring a inspector training fee. These changes were make our fees more comparable with those of surrounding communities.		
The reductions in inspection fees are expected to reduce net revenues by approximately \$8,000 on an annual basis		
Parks Department:		
Field rental rates for continuous users of the athletic fields:		
Before 5:00 pm, hourly	new rental category	23.00
After 5:00 pm, hourly	new rental category	42.00
No significant impact to revenues is expected from these changes in field rental rates		
After school program:		
Resident	10.00 per week	40.00 per month
Non-resident	30.00 per week	65.00 per month
Lunch (for City residents meeting Orange County Public Schools criteria for reduced lunch)	5.00 per week	20.00 per month
Lunch (for City residents meeting Orange County Public Schools criteria for free lunch)	2.00 per week	10.00 per month
Summer camp program:		
Non-resident, per child (weekly fee)	85.00	80.00
Families meeting OCPS criteria for fee or reduced lunch, weekly fee for first child in program	25.00	10.00
Families meeting OCPS criteria for fee or reduced lunch, weekly fee for each additional child in program	20.00	5.00
Middle School after school program:		
Resident with recreation ID card	new fee	-
Non-resident with recreation ID card (per week)	new fee	20.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective April 1, 2012**

	Current Fee	Proposed Fee
Other:		
Late pick up fee:		
1st 30 minutes	new fee	5.00
Each additional 15 minutes	new fee	5.00
Late payment fee	new fee	5.00
Fitness/Weight Room		
Annual Pass:		
City Employee	new fee	55.00
Corporate Rate:		
Gold 20 Vouchers, \$60 per year each add'l, access to lap swim, open gym and open volleyball	new fee	750.00
Silver, 10 vouchers, \$65 per year each add'l, access to lap swim, open gym and open volleyball	new fee	500.00
Bronze, 5 vouchers, \$70 per year each add'l, access to lap swim, open gym and open volleyball	new fee	250.00
Monthly pass:		
City Employee	new fee	7.00
Daily pass, all users	new fee	5.00
The above modifications to fees in place at the Community Center are expected to increase annual revenues by approximately \$2,000		
Cemetery fees:		
Opening and closing charges:		
Weekdays	1,095.00	1,100.00
Weekday graveside services beginning after 5:00 pm	new fee	1,200.00
Saturdays	1,295.00	1,400.00
Disinterment of vault (weekdays only)	new fee	1,100.00
Columbarium	2,195.00	2,200.00
Adjustments to cemetery fees are expected to increase annual revenues by approximately \$2,400		
Golf Course fees:		
Green Fees (Residents):		
9 hole ticket, weekday	12.00 - 13.00	8.00
9 hole ticket, holidays and weekend	12.00 - 13.00	14.00
9 hole Jr. ticket, up to middle school	10.00 - 11.00	6.00
9 hole high school and college student	12.00 - 13.00	7.00
Green Fees (Non-residents):		
9 hole ticket, weekday	14.00 - 15.00	10.00
9 hole ticket, holidays and weekend	14.00 - 15.00	16.00
9 hole Jr. ticket, up to middle school	10.00 - 11.00	8.00
9 hole high school and college student	12.00 - 13.00	9.00
Green Fees:		
Replay rate for all players	7.00 - 8.00	5.00
City employees rate for first round	5.50 - 7.00	6.00
Annual play pass (low end of previous rates included weekday plan only and higher rate included weekends as well, proposed fees allow play on every day of the week):		
Single resident	609.00 - 651.63	560.00
Double resident	918.75 - 983.06	840.00
Single non-resident	866.00 - 826.89	600.00
Double non-resident	1296.00 - 1387.52	900.00
Jr. membership (residential)	304.50 - 325.82	230.00
Jr. membership (non-residential)	304.50 - 325.82	250.00
Student membership (residential)	new fee	280.00
Student membership (non-residential)	new fee	300.00
Corporate rate (16 members at \$449)	8,800.00	8,000.00
City employee rate	500.00 - 650.00	250.00
Ten round pass	140.00	110.00
Club rental	6.00	10.00
Club storage (annual)	40.00	125.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective April 1, 2012**

	Current Fee	Proposed Fee
Club storage (monthly)	new fee	12.00
Night golf scramble, 40 person minimum	910.00	800.00
Golf lessons:		
Individual lessons:		
Half hour	new fee	50.00
Hour	new fee	80.00
3 hour package	new fee	210.00
5 hour package	new fee	300.00
10 hour package	new fee	500.00
Playing lessons (per person):		
9 holes	new fee	125.00
18 holes	new fee	200.00
Group lessons (charge per person):		
One hour package:		
2 students	new fee	60.00
3 students	new fee	50.00
4 students	new fee	40.00
Three hour package:		
2 students	new fee	150.00
3 students	new fee	120.00
4 students	new fee	90.00
Five hour package:		
2 students	new fee	200.00
3 students	new fee	150.00
4 students	new fee	120.00
Ten hour package:		
2 students	new fee	300.00
3 students	new fee	200.00
4 students	new fee	150.00

Adjustments to golf fees are expected to increase revenues by approximately \$5,000 annually primarily from lessons. Although the greens fees and annual passes are lower, the combination of lower fees and greater marketing is anticipated to be revenue neutral.

Country club rental:		
Continuous users:		
Club lounge:		
Hourly	new fee	70.00
Deposit	new fee	100.00
Full building:		
Hourly	new fee	110.00
Deposit	new fee	200.00
One time users: (Friday and Saturday):		
Full building from 6:00 am to midnight	600.00	900.00
One time users (Sunday through Thursday):		
Club lounge, hourly	new fee	100.00
Ballroom, hourly (before 5:00 pm):	100.00	90.00
Club lounge, hourly (before 5:00 pm):	new fee	90.00

Now that the pro shop has moved back into the starter house, the entire country club is available for rental. Revenues are expected to increase by approximately \$3,500 annually. Rental of the senior room at the Community Center is expected to be about \$1,200 annually.

Shady park rental:		
Picnic area		
Full day	new fee	50.00
Half day (open to noon or 2:00 pm to close)	new fee	30.00
Kraft Azalea gardens, group events of less than 400 people	new fee	550.00

Fees from these adjustments to park rentals are expected to increase revenues by approximately \$1,000 per year

CITY OF WINTER PARK



FEE SCHEDULE

Effective April 1, 2012

TABLE OF CONTENTS

General Government Fees:	
Administrative Fees.....	1
Finance Fees.....	1
Planning Fees	2
Building and Code Enforcement Fees	4
Public Works Fees:	
Public Works Fees	11
Refuse Service Fees	14
Stormwater Utility Fees	15
Shoreline Alteration Permit Fees.....	16
Boat User Fees	17
Utility Service Fees.....	18
Water and Wastewater Usage Fees	24
Electric Rates	26
Fire Line Fees	30
Cross Connection Control Program Fees	32
Utility Demolition Disconnection Fees	33
Line Stop Fees	34
Industrial Waste Fees.....	36
Public Safety Fees:	
Police Fees and Fines.....	37
Fire Fees	39
Parks and Recreation Fees:	
Parks and Recreation Fees.....	42
Cemetery Fees.....	46
Golf Course Fees	47
Tennis Fees.....	49
Recreation Facility Rental Fees	53
Park Fees	57
Special Event and Miscellaneous Fees.....	60

Pricing Basis Legend	
C	Pricing is based on costs
M	Pricing is based on market comparisons
S	Pricing is stipulated by Florida Statutes

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

GENERAL GOVERNMENT FEES

ADMINISTRATIVE FEES:

Lien recording fees:	
Fee for first page.....	10.00 (C)
Each page thereafter	8.50 (C)
Certification charge.....	2.00 (C)
 City map and aerial photographs.....	10.00 (C)
Plus postage and handling	1.50 (C)
 City Code and Supplements to City Code	
Can be purchased from:	Municipal Code Corporation
	P. O. Box 2235
	Tallahassee, FL 32316
Or accessed on-line at www.municode.com	
 Copy of CD (City provides the CD)	3.00 (C)
 Copy charge per page015 (C)
Double sided020 (C)

FINANCE FEES:

Printed copy of annual budget document	20.00 (C)
Printed copy of CAFR.....	15.00 (C)
Returned check charge: *	
Check amount \$0.01 to \$50.00.....	25.00 (C)
Check amount \$51.00 to \$300.00.....	30.00 (C)
Check amount greater than \$300.00	40.00 (C)
..... Or 5% of check amount, whichever is greater	

<p>* If payment is not received within 30 days, the city may file a civil action against the check writer for three times the amount of the check, but in no case less than \$50.00, in addition to the payment of the check plus any court costs, reasonable attorney fees, and any bank fees incurred by the City in taking the action.</p>

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PLANNING FEES:

LAND DEVELOPMENT FEES:

Application Fee Schedule:

Annexations	500.00 (M)
Annexations requiring citywide notice	500.00, plus actual cost of notice (M)
Appeals.....	500.00 (M)
Comprehensive Plan amendments and rezoning:	
Less than one acre (1,500 ft. notice)	1,000.00 (M)
More than one acre (city-wide notice).....	6,000.00 (M)
Conditional use (including extensions/re-establishments):	
(applications with 500 ft notice)	500.00 (M)
(applications with 1,500 ft notice)	1,000.00 (M)
(applications requiring quarter page ad)	1,000 (M)
(applications with city-wide notice)	6,000.00 (C)
Development Review Committee Application Fees:	
Concept or preliminary plan	300.00 (M)
Final plan submittal	500.00 (M)
Revision to plan previously reviewed.....	200.00 (M)
Interpretations by Code Enforcement	200.00 (M)
Lakefront site plan reviews:	
Residential construction.....	150.00 (M)
Commercial or multi-family construction	250.00 (M)
Plan storage fees:	
Plan storage fee for approved building plans not retrieved by applicant:	
Up to six months following approval date	No charge
After six months.....	\$5 per day
After nine months	Return all but one plan to applicant or continue charge (at option of the City)
Street abandonments	250.00 (M)
Subdivision:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Lot consolidations:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Subdivisions with road improvements	1,000.00 (M)
Variances:	
Single family residential	200.00 (M)
Multi-family and commercial	400.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

LAND DEVELOPMENT FEES (continued):

Parks impact fee (per new dwelling unit)2,000.00 (M)

After the Fact Requests - Double the application fee and triple the building permit fee

Applications tabled at the request of the applicant, within 10 days of the Planning and Zoning meeting or Board of Adjustment meeting, will be charged for additional advertising and notification costs, plus \$100.00.
--

Costs incurred by the City for additional consultant investigation, traffic analysis, and planning activities prompted by the proposal shall be assessed to the project at the rate of 110%. This charge shall be added at the next logical development review point when a fee to the City is required, e.g.; rezoning request, subdivision request, conditional use request or building permits

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

BUILDING AND CODE ENFORCEMENT FEES

Application and Permit Fees:

Adult entertainment application fee (non-refundable)	200.00 (C)
Adult entertainment application fee - annual fee.....	750.00 (C)
Facilities permit application	10.00 (C)
Filming fees:	
Motion pictures:	
Application Processing Fee	100.00 (C)
Private property (registration of exemption)	25.00 (C)
Permit Fees:	
Public streets, parks, buildings or city facilities (per day)	500.00 (C)
Less than 10 persons or 2 vehicles involved (per day)	50.00 (C)
plus reimbursement of additional costs to the City, if any	
Still photography:	
Application Processing Fee	50.00 (C)
On private property	0.00 (C)
Permit Fees:	
Public street or public property (per day).....	250.00 (C)
Less than 10 persons or 2 vehicles involved (per day)(city facilities). ..	25.00 (C)
plus reimbursement of additional costs to the City, if any	
Use of City Personnel.....	cost plus 30% (C)
Closing out sale permit.....	50.00 (C)
Closing out extension fee.....	30.00 (C)
Garage sale permit.....	10.00 (C)
Garage sale permit (residents over age 59).....	5.00 (C)
Newsrack permit	100.00 (C)
Newsrack permit processing fee	50.00 (C)
Alcoholic beverage license.....	50.00 (C)
Sidewalk sale permit	200.00 (C)
Sidewalk sale permit during the Art Festival	150.00 (C)
Parking lot during the Art Festival	80.00 (C)
Sidewalk café application processing fee (non-refundable).....	50.00 (C)
Sidewalk café permit fee	
1 – 4 seats.....	80.00 (C)
5 – 8 seats.....	100.00 (C)
9 – 12 seats.....	120.00 (C)
13 – 16 seats.....	140.00 (C)
17+ seats.....	160.00 (C)
Solicitation permits application:	
Processing fee	100.00 (C)
Permit fee.....	300.00 (C)
Non-profit solicitation permits application:	
Processing fee	10.00 (C)
Permit fee.....	30.00 (C)
Special event permit processing fee	50.00 (C)
Special event permit	100.00 (C)
Non-profit special event permit processing fee	
(Internal Revenue Code 501C(3) organizations)	10.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Application and Permit Fees (continued):

Non-Profit special event permit.....	30.00 (C)
Special events requiring street closure permit processing fee.....	100.00 (C)
Special event permit for events requiring street closure:	
Small events (less than 400 persons)	100.00 (C)
Large events requiring multiple department approval.....	200.00 (C)
Duplicate permit placard	5.00 (C)
Duplicate occupational license.....	5.00 (C)
Lien and foreclosure research	25.00 (C)
Business certificate processing.....	15.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Building/Land Development Code (LDC) Fee (Based on valuation of construction*):

Minimum to \$1,000 in valuation *	\$30.00 (C)
Over \$1,000 in valuation *	0.9% [#] of valuation plus \$30.00 ** (C)
Plans review fee for valuations over \$4,000, except permits not requiring plan review	1/2 of building/LDC permit fee ^{##} (C)
Plan review fee for revisions.....	25.00 per page (C)
(or if more than 50% of original plan, then full plan review fee is required)	
Inspector training04% of valuation (C)
Affordable Housing fee	\$0.50 per sq. ft. (C)
of new or remodeled floor area, excludes areas of garages, carports, cabanas, storage sheds, churches, tax exempt non-profit organizations, nursing homes and assisted living facilities.	
Roofing permits	0.5% of valuation plus \$30.00** (C)
Inspection fee for other City Departments	40.00/inspection (C)
State Fee (new or remodeled floor area).....	3% of permit amount or \$4 minimum (S)
Transfer of permit to new contractor or applicant	50.00 (C)
Reinstatement of expired permit (if approved)	100.00 (C)
Extension of building permits.....	25.00 (C)
Pool fence violation inspection	100.00 (C)
Stop work order inspection fee	50.00 (C)
Site development permit (when allowed):	
Minimum fee	100.00 (C)
(or .2% of valuation, if higher)**	
Plan Submission Fee (for permitted plans exceeding 11 x 17, per page)***	1.00 (C)

* Building valuations shall be based on the actual contract cost or the building valuation data established by the Building Department, whichever is greater.

** For fee computations, all valuations are rounded up to the next highest thousand dollars.

*** in lieu of paying fee, applicant may provide plans in either PDF or TIFF format within 14 days of issuance of permit. In addition, any approved plan revisions must also be submitted electronically.

.6% for building code enforcement and .3% for Land Development Code enforcement, totaling .9%.

.3% for building code enforcement and .15 for Land Development Code enforcement, totaling .45%.

After the fact requests - double the variance application fee and triple the building, electrical, plumbing and gas permit fees. For construction begun or completed without permit - fee shall be tripled

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

<p>The cost of inspection fees for other City Departments is determined during plan review and paid with building permit.</p>

Excavation/Landfill Permit Fees:

Placement or removal of 40 cubic yards or less	50.00 (C)
Placement or removal of over 40 cubic yards	100.00 (C)

Exterior Examination Application Fee:

Master/contractors	200.00 (C)
Journeyman	150.00 (C)

Competency Card Fees:

Journeyman	(\$80 for two years, when available) 50.00 (C)
Master/contractors	(\$200 for two years, when available) 100.00 (C)

Demolition Permits (expires within 30 days):

1 or 2 family dwellings	150.00 (C)
Accessory buildings	50.00 (C)
Other buildings6% of valuation or \$100.00, whichever is greater (C)

Electrical Permit Fees:

Issuing each permit	40.00 (C)
Central air conditioning unit	10.00 (C)
Cooktop	3.00 (C)
Dental unit	2.00 (C)
Dishwasher	3.00 (C)
Disposal	3.00 (C)
Dryer	3.00 (C)
Electric elevator	7.50 (C)
Electric range	3.00 (C)
Electric welder:	
Transformer type to 50 amps	3.00 (C)
Transformer type over 50 amps	7.50 (C)
Fan - Commercial, ceiling, exhaust or bath	5.00 (C)
Fan - Residential, ceiling, exhaust or bath	1.00 (C)
Fixture - each	0.25 (C)
Furnace, oil	5.00 (C)
Heating appliance - each	3.00 (C)
Motor or generator - each	5.00 (C)
Outlet - each	0.25 (C)
Oven	3.00 (C)
Pool wiring	10.00 (C)
Pre-power inspection requests - Inspection fee:	
Residential	40.00 (C)
Commercial	50.00 (C)
Service up to 200 amps	5.00 (C)
Each additional 100 amps to 1200 amps	1.00 (C)
Sign outlet, per circuit	3.00 (C)
Subfeed panel	2.00 (C)
Temporary service	5.00 (C)
Time switch	2.00 (C)
Water heater	3.00 (C)
Window air conditioning unit	5.00 (C)
X-Ray	5.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Gas Permit Fees:

Issuing each permit	40.00 (C)
Each gas fixture	5.00 (C)

Building Moving Permits:

Into or within the City (for buildings over 1,000 square feet)	400.00 (C)
Into or within the City (for buildings 1,000 or less square feet)	200.00 (C)
Outside the City	100.00 (C)

Issuance of Temporary Certificate of Occupancy:

Single family residence	85.00 (C)
All others	175.00 (C)

Mechanical Permit Fees:

Minimum up to \$1,000 valuation	40.00 (C)
Each additional \$1,000 to \$25,000 (round to next higher thousand)	5.00 (C)
Each additional \$1,000 above \$25,000	2.50 (C)

Plumbing Permit Fees:

Issuing each permit	40.00 (C)
For installation, alteration or repair of water treatment equipment	5.00 (C)
For repair or alteration to drainage or vent piping	5.00 (C)
Plumbing fixture floor drain or trap - each	5.00 (C)
Repiping - per structure	30.00 (C)
Water heater or vent - each	5.00 (C)

Reinspection fee:

For all trades	30.00 (C)
Repeat reinspection on same item	100.00 (C)
Continued repeat inspection (3 rd visit or more)	300.00 (C)
After the third inspection there will be a hearing before the Construction Board of Adjustment and Appeals with possible loss of occupational license and a letter to the CILB	
Missed inspection	100.00 (C)

Vacuum Breakers or Backflow Prevention Devices:

One to five	5.00 (C)
Over five, each	0.50 (C)
Gasoline and fuel oil tanks (residential)	10.00 (C)
Septic tank or drain field - each	10.00 (C)
Sewer:	
Commercial - each	60.00 (C)
Residential - each	50.00 (C)
Replacement of house sewer:	
20' or more in length	50.00 (C)
Less than 20' in length	20.00 (C)
Sprinkler system	15.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Vehicle for Hire Fees: (Driver permit fees valid from October 1 to September 30)

Taxi Driver permit (per driver, per year).....	60.00 (C)
Non-Motorized Vehicles:	
Application Fee (one time fee per business)	40.00 (C)
Driver Permit:	
Initial fee, per driver	15.00 (C)
Renewal fee, per driver, per year	5.00 (C)

Well Permit Fees:

Issuing each permit	40.00 (C)
..... plus \$4.00 per inch or diameter up to 6",	
.....and \$2.00 per inch for each inch over 6" in diameter (C)	

Landscaping Fees:

First landscaping inspection (included in permit fee).....	0.00
Re-inspection fee	30.00 (C)

Tree Removal Permits:

Single family residential purposes	35.00 (C)
All other uses of property.....	100.00 (C)
Reinspection of tree (second and third visits).....	25.00 (C)
Reinspection of tree (each required visit after the third)	75.00 (C)
Request for appeals to Tree Preservation Board	100.00 (C)
Compensation for removing a protected tree	110.00 per caliper inch dbh (C)

OTHER CHARGES:

Appeals of Building Code heard by Board of Adjustment & Appeals.....	100.00 (C)
Address change and /or additional requests (commercial and residential):	
Processing Fee for 1-5 addresses (all requests – approved or denied)	15.00 (C)
Processing Fee per address for six or more addresses	
(all requests – approved or denied)	2.00 (C)
Letter of Reciprocity for contractors	15.00 (C)
Off-site advertising sign permit	50.00 (C)
Annual outdoor advertising sign permit (per sign)	50.00 (C)
Street name petitions (per application)	300.00 (C)
Advertising space on Park Avenue Street Directory Kiosks (Annual Rates)*:	
20" high by 9" wide panel	804.00 (C)
20" high by 18" wide panel	1,608.00 (C)
40" high by 18" wide panel	3,216.00 (C)
60" high by 18" wide panel	4,824.00 (C)
Administrative charge for having overgrown properties mowed,	
cleaned or cleared of debris, hazardous trees or other unsightly articles	150.00 (C)
Administrative charge for repeated mowing or clearing of properties	300.00 (C)
Research charge for release of lien and similar code enforcement	
research requests (hourly charge)	25.00 (C)

*Requires a twelve-month contract with one half of the annual amount due upon reservation of the advertising space. The remaining balance will be billed in equal monthly installments.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PUBLICATIONS:

Code books:

National Electrical Code	80.00 (C)
2007 Florida Building Code (Seven volume set)	330.00 (C)
Florida Building Code (Building volume only)	100.00 (C)
Florida Residential Code	90.00 (C)
Florida Building Code (Mechanical/Energy volume only)	80.00 (C)
Florida Building Code (Plumbing/Accessibility volume only)	80.00 (C)
Florida Building Code (Fuel/Gas volume only)	80.00 (C)
Florida Existing Building Code.....	55.00 (C)
Community Redevelopment Agency Plan	15.50 (C)
Community Redevelopment Agency Plan Amendment for Expansion Area.....	13.65 (C)
Comprehensive Plan Goals, Objectives and Policies	60.00 (C)
Comprehensive Plan Data, Inventory and Analysis	85.00 (C)
CD of Comprehensive Plan Goals, Objectives and Policies and Data, Inventory and Analysis	10.00 (C)
Land Development Code	30.00 (C)
Land Development Code (zoning article only)	15.00 (C)
Historic Resources Survey (color copy)	58.00 (C)
Historic Resources Survey (black & white copy)	12.80 (C)
Subdivision regulations	10.00 (C)
Park Avenue "Architectural Design Guidelines"	10.00 (C)
Morse Boulevard "Facade Design Guidelines"	10.00 (C)

Maps:

Zoning and future land use map (digital form)	60.00 (C)
Zoning map	10.00 (C)
Future land use map	10.00 (C)

Retrieval and research of plans and documents in storage

(Research and copying costs not included).....	15.00 (C)
Additional research.....	20.00 (C)

Listings:

Business Listings:*

Printed (per page)	0.50 (C)
Label ready format, sheet of 20 (per page)**	2.00 (C)
On diskette (per disk)***	6.00 (C)

<p>* The above orders will include a \$50.00 per hour labor/computer charge; 15 minimum (\$12.50). Orders will be taken with a three to four day turn around time.</p>
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<p>** Labels will not be provided, but the listing will be printed in a copy ready format to reproduce on a label readily available for purchase by the requestor at any office supply retailer.</p>
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PUBLIC WORKS FEES

Street Division:

Regular rates (per hour):

Division chief	44.70 (C)
Assistant division chief	36.40 (C)
Field supervisor	33.00 (C)
Foreman/crew leader	31.00 (C)
Traffic Control employee	25.00 (C)
Equipment Operator II and III	29.00 (C)
Street sweeper/Operator I	24.00 (C)
Maintenance Worker	23.00 (C)
Crew (1 Supervisor and 2 Workers)	79.00 (C)

Overtime rates (per hour):

Division chief	67.05 (C)
Assistant division chief	54.60 (C)
Field supervisor	49.50 (C)
Foreman/crew leader	46.50 (C)
Traffic Control employee	37.50 (C)
Equipment Operator II and III	43.50 (C)
Street sweeper/Operator I	36.00 (C)
Maintenance Worker	34.50 (C)
Crew (1 Supervisor and 2 Workers)	118.50 (C)

Holiday rates (per hour):

Division chief	89.40 (C)
Assistant division chief	72.80 (C)
Field supervisor	66.00 (C)
Foreman/crew leader	62.00 (C)
Traffic Control employee	50.00 (C)
Equipment Operator II and III	58.00 (C)
Street sweeper/Operator I	48.00 (C)
Maintenance Worker	42.40 (C)
Crew (1 Supervisor and 2 Workers)	158.00 (C)

Equipment: (per hour)

Excavator	60.00 (C)
Front end loader	60.00 (C)
Vaccon	60.00 (C)
Rubber tire backhoe	30.00 (C)
Street sweeper	30.00 (C)
Semitractor w/trailer	50.00 (C)
Tandem Dump truck	30.00 (C)
Flatbed truck	20.00 (C)
Pickup truck	10.00 (C)
Bobcat/skid steer	22.00 (C)
Miscellaneous drills, saws, 3-4 inch water pumps	10.00 (C)
6" well point/by pass pump	20.00 (C)

Barricade daily rental (each)	1.50 (C)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Facilities Maintenance:

Regular rate (per hour):	
Custodial	24.10 (C)
Supervisor	43.50 (C)
Tradesman	30.75 (C)
Overtime rate (per hour):	
Custodial	34.18 (C)
Supervisor	62.34 (C)
Tradesman	44.11 (C)
Holiday rate (per hour):	
Custodial	44.25 (C)
Supervisor	81.17 (C)
Tradesman	57.46 (C)
Vehicle charge (per hour).....	14.00 (C)
Decorative Street Light Installation (per pole)	250.00 (C)
Decorative Street Light Maintenance (per pole/per month).....	2.43 (C)

Engineering:

Driveway fee:	
Basic fee.....	50.00 (C)
Additional fee for reinspection	30.00 (C)
Final plat review - per lot	100.00 (C)
Pressure test reinspection fee.....	100.00 (C)
Project inspection fee:	
Construction cost:	
\$ 0 - \$ 5,000.....	10% of construction cost (M)
\$ 5,000 - \$ 20,000.....	\$500 plus 4% above \$5,000 (M)
Over \$ 20,000	\$1,000 plus 3% above \$20,000 (M)
Right-of-way Permit Fee	90.00 (M)

Right-of-way permit for construction projects utilizing all or part of street/sidewalk (daily rate equals 1/10 of the monthly rate for each day:

Blocking sidewalk	\$1,000.00 per month (M)
Blocking lane of traffic:	
Over 5,000 vehicles per day	\$5,000 per month (M)
Under 5,000 vehicles per day	\$2,000 per month (M)
Blocking parking lane:	
Inside Central Business District	\$3,000 per month (M)
Outside Central Business District	\$1,000 per month (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Engineering, continued:

Transverse cuts:	
Open cut - paved areas (each cut)	270.00 (C)
Open cut - right-of- way (each cut)	110.00 (C)
Open cut - dirt road (each cut).....	150.00 (C)
Bore and jack (each operation)	200.00 (C)
Copies of blueprints	5.00 (C)
Water and Wastewater:	
Commercial plan review fee:	
First review	125.00 (C)
Each revision	50.00 (C)
Utility inspection (per inspection).....	40.00 (C)

Keep Winter Park Beautiful:

Engraved bricks - Farmer's Market Lot:	
Single size - Individuals or Pets	65.00 (M)
Double 100.00 (M)	
Corporate	250.00 (M)
Personalized park benches, various locations	2,500.00 (M)
Maps, each.....	3.00 (M)
Maps, 200 or more each	1.50 (M)
Dance lessons & sessions	80.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

REFUSE SERVICE FEES

Monthly Refuse Service Fees:

Residential pickup fee (with recycling bins)	17.47 (C)
Residential recycling cart fee (per recycling cart).....	3.31 (C)
Residential charge for each additional garbage cart above two	8.42 (C)
Additional cart maintenance fee for each garbage cart above two	67.09 (C)

Commercial and multi-family units utilizing the cart collection system (per cart)	29.24 (C)
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Bulk Pickup – Residential (requires photo and city approval prior to collection):

Bulk yard waste minimum charge	\$25.81 (C)
Up to 2 cubic yards	69.32 (C)
Each additional cubic yard above 2	28.89 (C)
 Bulk yard waste in excess of 3 yards (per each additional yard)	 10.32 (C)

Commercial, compactor and roll-off fees will be billed directly by Waste Pro

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

STORMWATER FEES

Monthly Stormwater Utility Fees:

Single family residential property: (based on square feet of impervious area:

Class 1 (1,099 and smaller).....	6.59 (C)
Class 2 (1,100 and 1,699)	8.24 (C)
Class 3 (1,700 and 2,299)	9.89 (C)
Class 4 (2,300 and 2,899)	11.56 (C)
Class 5 (2,900 and 3,499)	13.21 (C)
Class 6 (3,500 and 4,099)	14.85 (C)
Class 7 (4,100 and 4,699)	16.51 (C)
Class 8 (4,700 and 5,299)	18.16 (C)
Class 9 (5,300 and 5,899)	19.80 (C)
Class 10 (5,900 and 6,499)	21.66 (C)
Class 11 (6,500 and 7,099)	23.12 (C)
Class 12 (7,100 and 7,699)	24.77 (C)
Class 13 (7,700 and 8,299)	26.41 (C)
Class 14 (8,300 and 8,899)	28.07 (C)
Class 15 (8,900 and higher)	29.72 (C)

Multi-family residential property:

Apartment unit - per dwelling unit.....	8.24 (C)
Condominium unit - per dwelling unit	8.24 (C)
Duplex - per dwelling unit	8.24 (C)

Non-residential/commercial property (per ERU)

(ERU = Equivalent Residential Unit of 2,324 sq. ft.).....	11.56 (C)
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Stormwater Variance Request 200.00 (C)

*** Violations carry a penalty of \$500 ***
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

SHORELINE ALTERATION FEES

Shoreline Alteration Permit:

Plants only	50.00 (C)
Plants and retaining wall	100.00 (C)

Dock site plan review (Lakes and Waterways Advisory Board):

Dock only	75.00 (C)
Dock and Boathouse	100.00 (C)
Retainment or seawall	100.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

BOAT USER FEES

Boat Stickers:

Boat sticker costs are computed according to a formula based upon the horsepower (hp) of the motor, plus the length (lg) of the boat, times (*) a set amount.

Annual permit:

City resident	hp + lg * \$0.50 (C)
Non-resident	hp + lg * \$0.75 (C)

Annual commercial permit:

City resident	hp + lg * \$1.00 (C)
Non-resident	hp + lg * \$1.50 (C)

Half-year permit (January 1 to June 30):

City resident	hp + lg * \$0.25 (C)
Non-resident	hp + lg * \$0.375 (C)

Daily user fee(regardless of size of boat and horsepower of motor) \$6.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

UTILITY SERVICE FEES

Cut on/off fee:

New service	28.00 (C)
New service - after 4:30 p.m.	38.00 (C)
Broken Lock	15.00 (C)
Broken Yoke	15.00 (C)
Emergency cut on/off - 7:00 a.m. to 3:30 p.m.	No charge (C)
Emergency cut on/off - 3:30 p.m. to 4:30 p.m.	15.00 (C)
Emergency cut on/off - after 4:30 p.m.	38.00 (C)
Trip charge	15.00 (C)
Non-payment – up to 4:30 p.m.	40.00 (C)
Non-payment - after 4:30 p.m.	55.00 (C)

Water or Irrigation Deposits:

Inside City:

3/4 inch meter	60.00 (C)
1 inch meter	85.00 (C)
1 ½ inch meter	105.00 (C)
2 inch meter	145.00 (C)
3 inch meter	225.00 (C)
4 inch meter	330.00 (C)
6 inch meter	600.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Outside City:

3/4 inch meter	75.00 (C)
1 inch meter	100.00 (C)
1 ½ inch meter	130.00 (C)
2 inch meter	165.00 (C)
3 inch meter	270.00 (C)
4 inch meter	375.00 (C)
6 inch meter	690.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water and Sewer Deposits:

Inside City:

3/4 inch meter	105.00 (C)
1 inch meter	120.00 (C)
1 ½ inch meter	150.00 (C)
2 inch meter	420.00 (C)
3 inch meter	510.00 (C)
4 inch meter	600.00 (C)
6 inch meter	885.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Water and Sewer Deposits (continued):

Outside City:

3/4 inch meter	145.00 (C)
1 inch meter	165.00 (C)
1 ½ inch meter	195.00 (C)
2 inch meter	570.00 (C)
3 inch meter	675.00 (C)
4 inch meter	780.00 (C)
6 inch meter	1,140.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water, Sewer and Garbage Deposits (Inside City Only):

3/4 inch meter	135.00 (C)
1 inch meter	150.00 (C)
1 ½ inch meter	180.00 (C)
2 inch meter	450.00 (C)
3 inch meter	540.00 (C)
4 inch meter	630.00 (C)
6 inch meter	915.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Fire Line Deposits:

Inside City:

1 inch meter	11.25 (C)
2 inch meter	32.00 (C)
3 inch meter	64.00 (C)
4 inch meter	106.50 (C)
6 inch meter	200.00 (C)
8 inch meter	315.00 (C)
10 inch meter	453.00 (C)
12 inch service connection	675.00 (C)
16 inch service connection	980.00 (C)

Outside City:

1 inch meter	14.00 (C)
2 inch meter	40.00 (C)
3 inch meter	80.00 (C)
4 inch meter	133.00 (C)
6 inch meter	250.00 (C)
8 inch meter	393.00 (C)
10 inch meter	566.00 (C)
12 inch service connection	843.00 (C)
16 inch service connection	1,225.00 (C)

Fire Hydrant Meter Deposit	1,500.00 (C)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Meter and Service Installation:

Inside City:

3/4 inch meter	689.00 (C)
1 inch meter	741.00 (C)
1 ½ inch meter	1,420.00 (C)
2 inch meter	1,540.00 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

All meters 3" and larger will be calculated at current costs for meter assembly, materials, labor and restoration.

Outside City (*):

3/4 inch meter	861.00 (C)
1 inch meter	926.00 (C)
1 ½ inch meter	1,775.00 (C)
2 inch meter	1,925.00 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

All meters 3" and larger will be calculated at current costs for meter assembly, materials, labor and restoration plus 25%.

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Field Testing Meters (flow test):

5/8 x 3/4 inch meter..... 26.50 (C)

Bench Testing Meters:

Cost of Test - by meter size - Outside Service Contracted:

5/8 x 3/4 inch meter..... 41.00 (C)

1 inch meter..... 53.00 (C)

1 ½ inch meter..... 67.00 (C)

2 inch meter..... 82.00 (C)

Cost of Test - by meter size - In-House City Staff Utilized

3/4 inch meter x 1.5 hours..... 39.75 (C)

1 inch meter x 1.5 hours..... 39.75 (C)

1 ½ inch meter x 2.0 hours..... 53.00 (C)

2 inch meter x 2.0 hours..... 53.00 (C)

No charges will be assessed to a customer if the meter bench test or field test results are outside acceptable limits.

Bacteriological Samples Test Fee:

Sampling (per sample) 25.00 (C)

Sampling after 3:30 p.m. (in addition to sampling fee) 25.00 (C)

Water Impact Fees:

Inside City:

3/4 inch 1,100.00 (C)

1 inch 2,750.00 (C)

1 ½ inch 5,500.00 (C)

2 inch 8,800.00 (C)

3 inch 17,600.00 (C)

4 inch 27,500.00 (C)

6 inch 55,000.00 (C)

8 inch 88,000.00 (C)

Outside City:

3/4 inch 1,375.00 (C)

1 inch 3,440.00 (C)

1 ½ inch 6,875.00 (C)

2 inch 11,000.00 (C)

3 inch 22,000.00 (C)

4 inch 34,375.00 (C)

6 inch 68,750.00 (C)

8 inch 110,000.00 (C)

Water Main Extension Fees:

Inside City, per foot actual cost

Outside City, per foot 1.25 times actual cost

Water main extension fees will be allocated to all affected property owners.

Other charges to be calculated along with the water main extension fee are connection fees, meter costs and installation, deposits, and backflow service fees.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (inside city):

1 inch fire line	478.00 (C)
2 inch fire line	878.00 (C)
Larger than 2 inch fire line	(actual cost at time of installation)

Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (outside city):

1 inch fire line	598.00 (C)
2 inch fire line	1,098.00 (C)
Larger than 2 inch fire line	(actual cost at time of installation)

Water Main Tapping Fees (Inside City):

2 inch	153.00 (C)
4 inch	235.00 (C)
6 inch	260.00 (C)
8 inch	296.00 (C)
12 inch	365.00 (C)

Water Main Tapping Fees (Outside City):

2 inch	191.00 (C)
4 inch	294.00 (C)
6 inch	325.00 (C)
8 inch	370.00 (C)
12 inch	456.00 (C)

Meter Relocation Fee:

Inside City:

3/4 inch	493.00 (C)
1 inch	495.00 (C)
1 ½ inch – 2 inch	967.00 (C)
3 inch - 8 inch	Labor and materials (C)

Outside City (*):

3/4 inch	616.00 (C)
1 inch	619.00 (C)
1 ½ inch – 2 inch	1,209.00 (C)
3 inch - 8 inch	Labor and materials plus 25% (C)

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Sewer Impact Fees:

Inside City:

Impact fee - single family	2,700.00 (C)
Impact fee - multiple dwelling	2,700.00 (C)
Impact fee - ERC	2,700.00 (C)

Outside City:

Impact fee - single family	3,375.00 (C)
Impact fee - multiple dwelling	3,375.00 (C)
Impact fee - ERC	3,375.00 (C)

Sewer Laterals:

Installation Fee:

Inside City:

0-6' Deep.....	1,785.00 (C)
6-12' Deep.....	3,443.00 (C)
>12' Deep.....	Actual Cost

Outside City:

0-6' Deep.....	2,231.00 (C)
6-12' Deep.....	4,304.00 (C)
>12' Deep	1.25 x actual Cost

..plus applicable Orange County Right-of-Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County

CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

**WATER AND WASTEWATER USAGE FEES
(COST BASED)**

Inside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	.92	.79	1.94	5.11
Block 2	1.37	.92	2.61	5.11
Block 3	1.94	1.37	3.33	5.11
Block 4	2.61	1.94	4.83	5.11
Block 5	3.33	2.61	4.83	5.11
Block 6	4.83	2.61	4.83	5.11
Base ERM Charge	8.62	8.62	8.62	10.19
Additional Unit Charge	3.15	3.15	3.15	6.27

Outside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	1.15	.99	2.42	6.38
Block 2	1.72	1.15	3.27	6.38
Block 3	2.42	1.72	4.16	6.38
Block 4	3.27	2.42	6.03	6.38
Block 5	4.16	3.27	6.03	6.38
Block 6	6.03	3.27	6.03	6.38
Base ERM Charge	10.78	10.78	10.78	12.73
Additional Unit Charge	3.93	3.93	3.93	7.83

ERM = Equivalent Residential Meter

Note: sewer charges are capped for residential customers without separate irrigation meters at 14,000 gallons.

CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

WATER AND WASTEWATER USAGE FEES (CONTINUED)

The Monthly Base Charge is based on the size of the meter. The applicable Equivalent Meter Ratio in the table below multiplied by the Base ERM Charge above determines the monthly Base Charge.

Bills for water, sewer and irrigation service are determined using the applicable rates in the tables above and the block sizes in the table below based on meter size.

Block Structure Price Breaks by Meter Size:

Meter Size in Inches	Equivalent Meter Ratio	Usage Up To					Usage Over:
		Block 1 (1,000 gallons/month)	Block 2 (1,000 gallons/month)	Block 3 (1,000 gallons/month)	Block 4 (1,000 gallons/month)	Block 5 (1,000 gallons/month)	Block 6 (1,000 gallons/month)
¾	1	4	8	12	16	20	21
1	2 ½	10	20	30	40	50	51
1 ½	5	20	40	60	80	100	101
2	8	32	64	96	128	160	161
3	16	64	128	192	256	320	321
4	25	100	200	300	400	500	501
6	50	200	400	600	800	1,000	1,001

CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

ELECTRIC RATES (COST)

Residential Rates			
Customer Charge	\$	9.35	per month
Energy Charge:			
1 st 1,000 kWh	\$	0.064850	per kWh
All kWh above 1,000	\$	0.076500	per kWh
Fuel Cost Recovery Factor:			
1 st 1,000 kWh	\$	0.035880	per kWh
All kWh above 1,000	\$	0.045880	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Lighting Service (LS-1)			
Fixture and Maintenance Charge (includes energy charge and fuel cost recovery)			Depends upon fixture type
Customer charge (per line of billing):			
Metered accounts	\$	3.49	per month
Non metered accounts	\$	1.22	per month
Energy & demand charge	\$	0.023490	per kWh
Fuel cost recovery factor	\$	0.039750	per kWh
Franchise Fee	\$	0.060000	
Gross Receipts Tax	\$	0.025641	
Electric Utility Tax	\$	0.100000	
Subsequent Re-establishment of service	\$	10.00	

GENERAL SERVICE ELECTRIC RATES

Non-Demand (GS-1)			
Rates will also apply to Temporary Service (TS-1)			
Customer Charges:			
Non Metered Accounts	\$	6.96	per month
Metered Accounts:			
Secondary Delivery Voltage	\$	12.34	per month
Primary Delivery Voltage	\$	156.08	per month
Energy Charge	\$	0.065520	per kWh
Fuel Cost Recovery Factor	\$	0.039750	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

ELECTRIC RATES (CONTINUED)

Non-Demand (100% Load Factor Usage (GS-2))			
(For customers with fixed wattage loads operating continuously throughout the billing period)			
Customer Charges:			
Non Metered Accounts	\$	7.26	per month
Metered Accounts	\$	12.88	per month
Energy Charge	\$	0.033090	per kWh
Fuel Cost Recovery Factor	\$	0.039750	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Demand (GSD-1)			
Rates will also apply to Temporary Service (TS)			
Applicable for any customer other than residential with a measurable annual kWh consumption of 24,000 kWh or greater per year			
Customer Charges:			
Secondary Delivery Voltage	\$	12.82	per month
Primary Delivery Voltage	\$	162.19	per month
Demand Charge	\$	4.48	per kWh
Energy Charge	\$	0.037380	per kWh
Fuel Cost Recovery Factor	\$	0.039750	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be subject to this adjustment		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

General Service Demand Optional Time of Use (GSDT-1)			
Closed to new customers as of 06-01-2006			
Customer Charges:			
Secondary Delivery Voltage	\$	21.42	per month
Primary Delivery Voltage	\$	173.53	per month
Demand Charges:			
Base Demand	\$	1.12	per kWh
On Peak Demand	\$	3.40	per kWh
Energy Charges:			
On-peak kWh	\$	0.062020	per kWh
Off-peak kWh	\$	0.025150	per kWh
Fuel Cost Recovery Factors:			
On-peak kWh	\$	0.033910	per kWh
Off-peak kWh	\$	0.054930	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

TEMPORARY SERVICE (TS) (Rate from appropriate General Service schedules are applied)	
Applicable to any customer for temporary service such as displays, construction, fairs, exhibits and similar temporary purposes	
Deposit required at the time of initiating service	

Service Charges			
Opening an account at a new service location	\$	61.00	
Utility service application fee	\$	5.00	
Reconnect service	\$	28.00	
Reconnect service after a disconnection for nonpayment or			
Violation of a rule or regulation	\$	40.00	
after normal business hours	\$	55.00	
Dishonored check (NSF)	\$	25.00	Or 5% of the check amount, whichever is greater
Change of account with leaving service active (applicable to multi-housing only)	\$	10.00	
Utility demolition disconnect fee	\$	45.00	
Electric meter tampering fee	\$	75.00	
Disconnect of electric service at the pole	\$	250.00	
Deposit for electric service	\$	250.00	Or two months estimated charges, whichever is greater

RESIDENTIAL UNDERGROUND SERVICE FEE (applies to single family residential projects only)	
Remodels	3,000.00
200 amp or less	3,000.00
All services to 400 amp	6,000.00
Greater than 400 amp	Cost to serve

Deposit required for electric service:
..... \$250 or two months estimated charges, whichever is greater

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

FIRE LINE FEES

Inside City: (buildings with separate plumbing facilities for fire protection):

Fire line size (flat rate per month):

1 inch service connection	4.25 (C)
2 inch service connection	11.87 (C)
3 inch service connection	23.84 (C)
4 inch service connection	37.02 (C)
6 inch service connection	74.51 (C)
8 inch service connection	119.19 (C)
10 inch service connection	171.39 (C)
12 inch service connection	234.03 (C)
16 inch service connection	339.34 (C)

Outside City: (buildings with separate plumbing facilities for fire protection):

Fire line size (flat rate per month):

1 inch service connection	5.33 (C)
2 inch service connection	14.86 (C)
3 inch service connection	29.78 (C)
4 inch service connection	46.26 (C)
6 inch service connection	93.12 (C)
8 inch service connection	148.96 (C)
10 inch service connection	214.22 (C)
12 inch service connection	292.53 (C)
16 inch service connection	424.19 (C)

Hourly charges for city employees and equipment in Utilities Services Division:

Regular rates: (per hour)

Division Chief	49.55 (C)
Assistant Division Chief	44.95 (C)
Field Supervisor	36.26 (C)
Equipment Operator	26.37 (C)
Foreman/Crew Leader	29.25 (C)
Utility Service Worker	21.94 (C)
Locator	23.70 (C)

Overtime rates: (per hour)

Division Chief	74.33 (C)
Assistant Division Chief	67.41 (C)
Field Supervisor	54.39 (C)
Equipment Operator	39.56 (C)
Foreman/Crew Leader	43.88 (C)
Utility Service Worker	32.91 (C)
Locator	35.26 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Hourly charges for city employees and equipment in Utilities Services Division (continued):

Holiday rates: (per hour)

Division Chief	99.10 (C)
Assistant Division Chief	89.90 (C)
Field Supervisor	72.52 (C)
Equipment Operator	52.74 (C)
Foreman/Crew Leader	58.50 (C)
Utility Service Worker	43.88 (C)
Locator	47.40 (C)

Vehicle Charges: (per hour)

Flatbed dump truck	15.00 (C)
Small dump truck.....	15.00 (C)
Tandem dump truck	30.00 (C)
Pickup truck	15.00 (C)
Crew cab	20.00 (C)
TV Van	75.00 (C)
Locator (call duty) van	15.00 (C)
Vaccon	85.00 (C)
Semitractor	60.00 (C)

Equipment Charges: (per hour)

Pumps, daily (bypass and well point)	30.00 (C)
Rubber tire backhoe	50.00 (C)
Trackhoe	75.00 (C)
Portable trailer generator.....	45.00 (C)
Directional boring machine	50.00 (C)
Harbin	20.00 (C)
Light tower	15.00 (C)
Vactron	20.00 (C)
Easement hose reel	15.00 (C)
Air compressor	15.00 (C)
Bobcat	25.00 (C)
Misc pumps, saws, compacting equipment, locator equipment, lateral TV camera, hand tools, etc.	10.00 (C)
Barricade daily rental (each)	1.10 (C)

Associated material costs shall be calculated at a rate not to exceed actual cost to the City. Ref: OUC/Winter Park Alliance contract for parts, fittings and supplies.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

CROSS CONNECTION CONTROL PROGRAM FEES

Backflow testing charge (per device inside City).....35.00 (M)

Backflow testing charge (per device outside City)40.00 (M)

Replacement charges:

Inside City:

1 inch PVB..... 145.00 (C)

1 inch Reduced pressure..... 225.00 (C)

1 ½ inch PVB..... 250.00 (C)

1 ½ inch Reduced pressure..... 350.00 (C)

2 inch PVB..... 270.00 (C)

2 inch Reduced pressure..... 425.00 (C)

Outside City:

1 inch PVB..... 165.00 (C)

1 inch Reduced pressure..... 275.00 (C)

1 ½ inch PVB..... 300.00 (C)

1 ½ inch Reduced pressure..... 355.00 (C)

2 inch PVB..... 335.00 (C)

2 inch Reduced pressure..... 430.00 (C)

Repair charges:

Repair ¾" – 1" backflow preventors (includes parts and labor) 35.00 (C)

Repair 1 ¼" – 2" backflow preventors (includes parts and labor) 65.00 (C)

All above fees will be added to the customer's next utility bill after the work is completed and satisfactorily tested.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

UTILITY DEMOLITION DISCONNECT FEES

Utility disconnects for demolition:

Inside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

3/4" - 1"	53.00 (C)
2" - 3"	74.00 (C)
4"	118.00 (C)
6"	134.00 (C)
8"	161.00 (C)

Fire lines (cut and cap @ property line):

2"	32.00 (C)
4"	118.00 (C)
6"	134.00 (C)
8"	161.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line):

Up to 6" (per line), 6' deep or less	270.00 (C)
Up to 6" (per line), greater than 6' deep	528.00 (C)

Outside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

3/4" - 1"	66.00 (C)
2" - 3"	93.00 (C)
4"	148.00 (C)
6"	168.00 (C)
8"	201.00 (C)

Outside City:

Fire lines (cut and cap @ property line):

2"	40.00 (C)
4"	148.00 (C)
6"	168.00 (C)
8"	201.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line):

Up to 6" (per line), 6' deep or less	338.00 (C)
Up to 6" (per line), greater than 6' deep	660.00 (C)

Fire hydrant relocation fee:

Inside City	1,691.00 (C)
Outside City	2,114.00+ (C)

applicable Orange County permit fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

LINE STOP FEES

Inside City:

Line stop fees (with contractor or owner support):

4", single.....	1,232.00 (C)
4", double	2,101.00 (C)
6", single.....	1,484.00 (C)
6", double	2,633.00 (C)
8", single.....	2,013.00 (C)
8", double	3,502.00 (C)
10", single.....	2,423.00 (C)
10", double	4,078.00 (C)
12", single.....	2,851.00 (C)
12", double	4,945.00 (C)

Line stop fees (with no support from contractor or owner):

4", single.....	1,873.00 (C)
4", double	3,271.00 (C)
6", single.....	2,068.00 (C)
6", double	3,617.00 (C)
8", single.....	2,412.00 (C)
8", double	4,125.00 (C)
10", single.....	2,986.00 (C)
10", double	4,756.00 (C)
12", single.....	3,510.00 (C)
12", double	5,928.00 (C)

Outside City:

Line stop fees (with contractor or owner support):

4", single.....	1,540.00 (C)
4", double	2,626.00 (C)
6", single.....	1,855.00 (C)
6", double	3,291.00 (C)
8", single.....	2,516.00 (C)
8", double	4,378.00 (C)
10", single.....	3,029.00 (C)
10", double	5,098.00 (C)
12", single.....	3,564.00 (C)
12", double	6,181.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Outside City:

Line stop fees (with no support from contractor or owner):

4", single.....	2,341.00 (C)
4", double	4,089.00 (C)
6", single.....	2,585.00 (C)
6", double	4,522.00 (C)
8", single.....	3,015.00 (C)
8", double	5,156.00 (C)
10", single.....	3,733.00 (C)
10", double	5,845.00 (C)
12", single.....	4,388.00 (C)
12", double	7,410.00 (C)

Support from contractor or owner includes assisting the line stop procedure by excavating around pipe, and provide backhoe as needed. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

No support from contractor or owner would indicate that the City will perform the line stop procedure entirely with no assistance from the contractor or owner.

Fees include all fittings and materials required to complete line stop.

Plus Orange County right-of-way permit use fees

Perform Electro Fusion Process for HDPE Couplings and Fittings (2" – 12", two couplings or fittings max:

Inside City	248.00 (C)
Outside City	310.00 (C)

Contractor to prepare work area or excavation, HDPE pipe to be exposed and clean in a safe working environment. City crew will prep pipe and supply necessary equipment to perform electro fusion process. Contractor to furnish couplings or fittings. Additional couplings/fittings shall be fused at the same rate as above. If in the County, City is to be named on the Orange County Permit to enable work to be performed under contractors permit.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

INDUSTRIAL WASTE FEES

A formula is used to determine the surcharges. The surcharge is proportionate to the water consumption. The more water used, the higher the surcharge will be, likewise, the less water used the lower the surcharge will be.

The charges are based on three factors:

- ◆ Biological Oxygen Demand (BOD)
- ◆ Suspended Solids (SS)
- ◆ Oil and Grease

Biological Oxygen Demand (BOD):

BOD is a measurement of the amount of oxygen being depleted in the wastewater. Oxygen depletion can occur because of a number of reasons. The main reason is the decaying of organics. Anything that had life in it at one time will use oxygen in its decaying process. Oxygen is critical for the proper treatment of wastewater. It is very expensive to oxidated wastewater. This test is performed in our laboratory. It takes five days to get the results back. The maximum allowable limit is 300 ppm.

Suspended Solids (SS):

Suspended solids are any solids that will not settle in moving water. This test is performed in our laboratory. We actually bake the water out of the sample. The maximum allowable limit is 300 ppm.

Oil and Grease:

Any petroleum product, oil based product, or animal or vegetable fat will show up as an oil or grease. An outside laboratory on an as needed basis performs this test.

Other substances that we periodically check for are:

- ◆ Chemical Oxygen Demand
- ◆ All Chemicals
- ◆ All Metals
- ◆ Petroleum Base Products
- ◆ Oil
- ◆ Grease
- ◆ Miscellaneous Substances

The average monthly surcharge for an industrial waste customer 68.94 (C)

This can be broken down as follows:

Average BOD..... 894 PPM
Average SS..... 402 PPM

The size and nature of the business will affect the average charges.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PUBLIC SAFETY FEES

POLICE FEES AND FINES:

Administration Fees:

Copies:

Parking or uniform traffic citation.....	0.15 (S)
Double sided copies.....	0.20 (S)
Certified copies.....	1.00 (S)
Reports except traffic or homicide (per page)	0.15 (S)
Traffic or homicide reports.....	25.00 (S)
Fingerprinting of civilians (except employee applicants) (city residents).....	5.00 (C)
Fingerprinting of civilians (except employee applicants) (non-residents).....	10.00 (C)
Photographs, recordings and videos on CD	5.00 (S)
Audio tapes (including 911 calls)	5.00 (S)
Video copy of DUI cases.....	5.00 (S)
Background checks.....	5.00 (C)
Crash report	2.00 (S)
Good conduct letter.....	10.00 (C)

Research for public records requests estimated at thirty minutes or more will require a deposit based on the estimated time to complete the request and the hourly rate of the employee completing the request and computer time.

Off-Duty Police Services (three hour minimum):

Regular Off-Duty Rates per Hour:

Police officer.....	35.00 (C)
Details requiring a police supervisor	40.00 (C)

Holiday Off-Duty Rates per Hour:

Police officer.....	48.00 (C)
Details requiring a police supervisor	53.00 (C)

Civil Penalty Fines:

Interference with overtime parking enforcement	50.00 (M)
Tampering with immobilization device	100.00 (M)
Removal of immobilization device by enforcement officer	75.00 (M)
Skateboarding within central business district	10.00 (M)

Responding to false alarms:

First response	0.00
Second and third response within 6 months of first response.....	0.00
Business:	
Fourth response within 6 months of third response	50.00 (M)
All succeeding responses within 6 months of the last response	100.00 (M)
Residential:	
Fourth response within 6 months of third response	25.00 (M)
All succeeding responses within 6 months of the last response	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Parking Fines: *

Each fine amount includes a \$5.00 surcharge as authorized by Florida State Statute 316.660(4)(a)&(b) and City Code 98.91 to fund the School Crossing Guard programs within the City of Winter Park

Blocking drive or roadway (travel lane/obstructing traffic)	25.00 (M)
Bus zone or taxi stand	25.00 (M)
Disabled only/permit required	255.00 (S)
Double parking	25.00 (M)
Extended over lines	25.00 (M)
Fire lane/hydrant/red curb	110.00 (S)
Loading zone (commercial vehicles only)	25.00 (M)
Other	25.00 (M)
On parkway	25.00 (M)
On sidewalk/crosswalk	25.00 (M)
Over posted time limit	25.00 (M)
Parking prohibited (yellow curb/no sign)	25.00 (M)
Rear or left wheels to curb	25.00 (M)
Successive overtime (each offense)	45.00 (M)
Unauthorized (reserved) space	25.00 (M)
Where signs prohibit	25.00 (M)
Movement of vehicle in Central Business District to circumvent posted parking restrictions	55.00 (M)

<p>* After five days, an additional \$5.00 will be assessed for any of the parking fines listed above.</p>
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<p>* After receiving a mailed <i>Notice of Summons</i> for any or the above parking fines, an additional \$15.00 will be assessed.</p>
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Traffic signal violations:

Red light camera infraction	158.00 (S)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

FIRE FEES:

EMS Transport Fee:

Transport.....610.00 (M)

Plus distance transported from incident location to medical facility ...8.50 per mile (M)

HIPAA qualified patient information package (per patient event)..... 50.00 (C)

Motor Vehicle Fire Response:

Motor Vehicle Fire Response: 500.00 (M)

False Alarm Response fee:

First response..... 0.00 (M)

Second and third response within 6 months of first response.....0.00 (M)

Fourth response within 6 months of third response100.00 (M)

All succeeding within 6 months of the last response.....250.00 (M)

Known alarm is activated by on scene construction workers
or alarm company technicians.....200.00 (M)

Fire/Rescue Service fees:

Hourly Charges for city employees and equipment:

Command unit/Chief officer, per hour or part thereof..... 125.00 (C)

Engine company, per hour or part thereof.....225.00 (C)

Ladder company, per hour or part thereof.....275.00 (C)

Rescue unit, per hour or part thereof200.00 (C)

Special needs..... Figured on a cost recovery basis (C)

Hazardous materials cost recovery fees and/or response to intentional, malicious or negligently incidents are based on the cost of manpower, equipment and materials used.

Fire inspections:

After hour inspections.....200.00 (C)

Maintenance reinspection fee:

First reinspection No Charge (M)

Second reinspection.....40.00 (M)

Third reinspection.....60.00 (M)

Fourth reinspection.....100.00 (M)

Any subsequent reinspections100.00 (M)

Inspector Training fee, per project (\$1,000 minimum project value)25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

FIRE FEES (continued):

Licensing Fees:

Health Department inspections	40.00 (M)
HRS inspections.....	40.00 (M)
Occupational License inspections	40.00 (M)

Permits By Use: (annual registration fee)

Ammunition, explosives and blasting agents	40.00 (M)
Burn permits (bonfires).....	40.00 (M)
Cryogenic fluids.....	40.00 (M)
Dry cleaning plants.....	40.00 (M)
Fire lane permits	40.00 (M)
Fireworks.....	40.00 (M)
Flammable/combustible liquids	40.00 (M)
High piled combustible stock.....	40.00 (M)
Hazardous chemicals.....	40.00 (M)
LP gas	40.00 (M)
Lumber storage	40.00 (M)
Places of assembly	40.00 (M)
Repair garages.....	40.00 (M)
Tents and air supported structures	40.00 (M)

Plans Review Fees:

Construction plans review - new and existing:	
\$1,000 value or less (no inspector training fee).	25.00 (M)
\$1,001 value or over.....	55.00 plus 0.05% of total work (M)
Revised plans.....	25.00 (unless more than 50% of original plan, then full fee applies) (M)
Construction inspections	25.00 or 1/2% of valuation (whichever is greater) (M)
After hour inspections.....	200.00 (M)
Construction reinspection fees:	
First reinspection	40.00 (M)
Second reinspection.....	50.00 (M)
Additional reinspection	100.00 (M)

Special Detail Services:

Personnel requested or required to be detailed for	
Special events (minimum of 3 hours)	35.00 per hour/per employee (C)
Special events (supervisor, if necessary)	\$45.00 per hour/per supervisor (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

FIRE FEES (continued):

Public Education Services:

Fire station birthday party program:	
Basic program	175.00 (C)
Plus \$5.00 per person up to a maximum of 20 attendees	
First aid class (per student)	20.00 (C)
CPR classes (per student)	35.00 (C)
Combination first aid and CPR class (per student)	50.00 (C)
Babysitter training class (per student)	55.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PARKS AND RECREATION FEES

Adult Sports Team Fees:

Flag Football and Softball\$450.00 plus tax per season (M)

Field Rental Rates:

Cady Way, Lake Island and Ward Park Athletic Fields:

Before 5:00 p.m., per hour 29.00 (C)

After 5:00 p.m., per hour 52.00 (C)

Unscheduled or late reservation rates (less than 48 hours),

per hour/before 5:00 pm..... 50.00 (M)

Unscheduled or late reservation rates (less than 48 hours),

per hour/after 5:00 pm..... 75.00 (M)

Field prep (lines), per field each time (standard lining) 50.00 (C)

Field prep (lines), per field each time (specialty lining) 100.00 (C)

Field prep (lines), for late reservations per field 100.00 (C)

All day (8:00 am to 9:00 pm) 450.00 (C)

Winter Park Youth League Fee:

Lake Island, Showalter East and Ward A1, A2, B, C (flat fee) 25.00 (C)

20% discount for Ward B, C and D (specific guidelines required)

Continuous rate hourly (specific guidelines must be met):

Before 5:00 pm..... 23.00 (C)

After 5:00 pm 42.00 (C)

Bus Use Fees:

Hourly rate (four hour minimum, 100 mile maximum) 75.00 (M)

Deposit 100.00 (M)

Cancellation fee (within 72 hours of scheduled use)..... 100.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PARKS AND RECREATION FEES (CONTINUED)

Program Fees:

Recreation ID Card:

Resident	0.00 (M)
Non-resident.....	10.00 (M)

After School Program:

Resident (monthly)	40.00 (M)
Non-resident (monthly).....	65.00 (M)
Registration fee	25.00 (M)
Fee for students qualifying for reduced lunch, (monthly), (City residents only) ...	20.00 (M)
Fee for students qualifying for free lunch, (monthly), (City residents only)	10.00 (M)

Teen Summer Camp Program (completed grades 5 – 8, per week):

Resident	35.00 (M)
Free/reduced lunch programs:	
1 st child	25.00 (M)
Each additional child	20.00 (M)
Non-resident	55.00 (M)
Registration fee	25.00 (M)

Summer Camp Program (completed grades K – 4, per week):

Resident:	
1 st child in family	60.00 (M)
Each additional child in family	50.00 (M)
Non-resident.....	80.00 (M)
Free/reduced lunch, 1 st child	10.00 (M)
Free/reduced lunch, each additional child.....	5.00 (M)
Registration Fee	25.00 (M)

Schools Out Program (single day camp during school year holidays):

Resident, per day	8.00 (M)
Non-resident, per day.....	12.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PARKS AND RECREATION FEES (CONTINUED)

Holiday Camps:

Fall Camp – 3 days:

Resident	20.00 (M)
Non-resident.....	30.00 (M)

Winter Holiday Camp – two 4 day sessions:

Resident, each 4 day session	25.00 (M)
Non-resident, each 4 day session	35.00 (M)

Spring Break Camp, 5 days:

Resident	30.00 (M)
Non-resident	40.00 (M)

Middle School After School Program:

Resident with Recreation ID card.....	0.00 (M)
Non-Resident with Recreation ID card (per week)	20.00 (M)

Other:

Late pick up fee:

1 st 30 minutes	5.00 (M)
Each additional 15 minutes	5.00 (M)
Late payment fee	5.00 (M)

Before and After Care (7:00-8:00 am and 5:30 – 6:00 pm for specific programs):

Schools Out Days, per day	2.00 (M)
Holiday and Summer Camps, per week.....	5.00 (M)

General Program Guidelines:

Youth/Teen Program Fees (based on minimum enrollment)	Direct Cost
Adult Programs (based on minimum enrollment)	Direct Costs plus 15%

Contracted program fees will not exceed 110% of the regional market rate for a similar program. CRA funded programs will be offered at a zero to nominal fee.

Community Center Pool:

Daily (resident)	2.00 (M)
Daily (non-resident).....	4.00 (M)
Group rate (residents, over 15 guests in a group, per group member)	1.50 (M)
Group rate (non-residents, over 15 guests in a group, per group member).....	3.50 (M)
Ten visit punch pass (resident)	15.00 (M)
Ten visit punch pass (non-resident)	30.00 (M)
Pool rental:	
Less than thirty guests (hourly)	75.00 (M)
Additional hourly fee per fifteen guests over initial thirty guests.....	15.00 (M)
Deposit	400.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PARKS AND RECREATION FEES (CONTINUED)

Fitness/Weight Room:

Annual Pass:

Resident	80.00 (M)
Non-resident.....	150.00 (M)
CRA area resident.....	55.00 (M)
City employee.....	55.00 (M)

Corporate rate:

Gold (includes 60 vouchers, \$60 each per year for each additional voucher over 60, provides access to lap swim, open gym, and open volleyball).....	750.00 (M)
Silver (includes 10 vouchers, \$65 each per year for each additional voucher over 10, provides access to lap swim, open gym, and open volleyball).....	500.00 (M)
Bronze (includes 5 vouchers, \$70 each per year for each additional voucher over 10, provides access to lap swim, open gym, and open volleyball).....	250.00 (M)

Youth Annual Pass (ages 14-21, ages 14-16 will be required to attend training)

Resident	30.00 (M)
Non-resident.....	50.00 (M)

Fitness/Weight Room (continued):

Monthly Pass:

Resident	12.00 (M)
Non-resident.....	24.00 (M)
CRA area resident.....	7.00 (M)
City employee.....	7.00 (M)

Daily pass, all users	5.00 (M)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

CEMETERY FEES

Palm Cemetery:

Single space - resident.....	5,000.00 (M)
Single space – qualified non-resident	5,500.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space.....	170.00 (M)
Interment of cremains:	
Weekdays.....	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays.....	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays.....	1,100.00 (M)
Weekdays, for graveside services beginning after 5:00 pm).....	1,200.00 (M)
Saturdays	1,295.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,100.00 (M)
Mausoleum space (limited number of spaces).....	80,000.00 (M)

Pineywood Cemetery:

Single space - resident.....	2,000.00 (M)
Single space – qualified non-resident	2,500.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space.....	170.00 (M)
Cremation space	420.00 (M)
Qualified non-resident cremation space.....	480.00 (M)
Interment of cremains:	
Weekdays.....	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays.....	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays.....	1,100.00 (M)
Weekdays, for graveside services beginning after 5:00 pm).....	1,200.00 (M)
Saturdays	1,400.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,100.00 (M)

Columbarium:

Single or Double space:	
Resident	2,200.00 (M)
Qualified non-resident	2,800.00 (M)
Interment (Saturday)	350.00 (M)
Tent for columbarium interment	300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

GOLF COURSE FEES (all include sales tax)

Green Fees (Residents):

9 hole ticket, weekday	8.00 (M)
9 hole ticket, holidays and weekend	14.00 (M)
9 hole Jr. ticket, up to middle school	6.00 (M)
9 hole high school and college student	7.00 (M)

Green Fees (Non-residents):

9 hole ticket, weekday	10.00 (M)
9 hole ticket, holidays and weekend	16.00 (M)
9 hole Jr. ticket, up to middle school	8.00 (M)
9 hole high school and college student	9.00 (M)

Green Fees:

Replay rate for all players	5.00 (M)
City employees rate for first round	6.00 (M)

Annual Play Pass:

Single resident	560.00 (M)
Double resident	840.00 (M)
Single non-resident	600.00 (M)
Double non-resident	900.00 (M)
Jr. membership (resident)	230.00 (M)
Jr. membership (non-resident)	250.00 (M)
Student membership (resident)	280.00 (M)
Student membership (non-resident)	300.00 (M)
Corporate membership (16 members at \$449) (pre-tax)	8,000.00 (M)
City employee rate	250.00 (M)
Ten-Round Pass	110.00 (M)

Cart Rental:

9-Hole – Single (includes sales tax)	7.00 (M)
9-Hole – Double (includes sales tax)	14.00 (M)
Pull cart (includes sales tax)	2.00 (M)
Rental clubs (includes sales tax)	6.00 (M)

Club Rental (includes tax)	10.00 (M)
Club Storage, annual (includes tax)	125.00 (M)
Club Storage, monthly (includes tax)	12.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

GOLF COURSE FEES (CONTINUED)

Tournament Fees (includes tax):

Night scramble (40 person minimum)	800.00 (M)
Each additional golfer above 40	25.00 (M)
Private scramble (maximum of one per month, 48 person minimum)	1,200.00 (M)
Each additional golfer above 48	25.00 (M)

Groupon, SaveMyCity and other such marketing discounts as well as seasonal discounts may be offered at the discretion of the City Manager

Advertising:

Scorecard ad space (one year, per ad)	1,000.00 (M)
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Golf lessons:

Individual lessons:

Half hour	50.00 (M)
Hour	80.00 (M)
3 hour package	210.00 (M)
5 hour package	300.00 (M)
10 hour package	500.00 (M)

Playing lessons, per person:

9 holes	125.00 (M)
18 holes	200.00 (M)

Group lessons, per person:

One hour package:

2 students	60.00 (M)
3 students	50.00 (M)
4 students	40.00 (M)

Three hour package:

2 students	150.00 (M)
3 students	120.00 (M)
4 students	90.00 (M)

Five hour package:

2 students	200.00 (M)
3 students	150.00 (M)
4 students	120.00 (M)

Ten hour package:

2 students	300.00 (M)
3 students	200.00 (M)
4 students	150.00 (M)

Lecture series tickets	10.00 (M)
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CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

TENNIS FEES

Tennis Court Rental:

Annual Play Pass Fees:

Six-Month Annual Play Passes:

All Courts:

Resident - one adult	185.00 (M)
Resident - family (2 or more)	275.00 (M)
Resident - youth (17 or under)	86.00 (M)
Non-resident - one adult	246.00 (M)
Non-resident - family (2 or more)	327.00 (M)
Non-resident - youth (17 or under)	115.00 (M)
City employee	84.00 (M)

Seniors receive a \$25 discount on adult price (age 65 years or older)

Hard Courts Only:

Resident - one adult	84.00 (M)
Resident - family (2 or more)	150.00 (M)
Resident - youth (17 or under)	45.00 (M)
Non-resident - one adult	155.00 (M)
Non-resident - family (2 or more)	230.00 (M)
Non-resident - youth (17 or under)	69.00 (M)
City employee	51.00 (M)

Seniors receive a \$25 discount on adult price (age 65 years or older)

Annual Annual Play Passes:

All Courts:

Resident - one adult	336.00 (M)
Resident - family (2 or more)	490.00 (M)
Resident - youth (17 or under)	126.00 (M)
Non-resident - one adult	435.00 (M)
Non-resident - family (2 or more)	575.00 (M)
Non-resident - youth (17 or under)	173.00 (M)
City employee	144.00 (M)

Seniors receive a \$25 discount on adult price (age 65 years or older)

Hard Courts Only:

Resident - one adult	157.00 (M)
Resident - family (2 or more)	276.00 (M)
Resident - youth (17 or under)	69.00 (M)
Non-resident - one adult	252.00 (M)
Non-resident - family (2 or more)	374.00 (M)
Non-resident - youth (17 or under)	103.00 (M)
City employee	75.00 (M)

Seniors receive a \$25 discount on adult price (age 65 years or older)

FOR HARD COURTS: With hard court punch card, pay additional \$1.00 to upgrade to clay. With hard court membership, pay additional \$2.00 to upgrade to clay courts up to six upgrades. After six upgrades, member may plan on clay only by upgrading membership to ALL COURT, 10 play punch card or clay court fee.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

TENNIS FEES (CONTINUED)

Non-Play Pass Fees (\$1.00 off with Facility Use Card):

Singles - 1 ½ hours; Doubles - 2 hours (Residents)	
Clay court (includes tax)	6.00 (M)
Hard court (includes tax)	5.00 (M)
City employee:	
Clay court (includes tax)	3.00 (M)
Hard court (includes tax)	2.00 (M)
Child, non-prime time, hourly:	
Hard court (includes tax):	
Resident	4.00 (M)
Soft court (includes tax):	
Resident	3.00 (M)

Tennis Passes: (10 play passes)

Clay courts:	
Pass	55.00 (M)
Hard courts:	
Pass	45.00 (M)

Adult Tennis Programs:

Beginning/Intermediate, various times, four 1-hour sessions, monthly fee	50.00 (M)
Men's Advanced, Mondays, 7:00 – 8:30pm, four sessions, monthly fee	97.50 (M)
Various 1-hour adult non-team clinic, various times, hourly fee	9.00 (M)
Friday night clay court round robin, 1 st and 3 rd Fridays, 6:30 – 8:30pm:	
Members	0.00 (M)
Non-members	6.00 (M)
Men's Challenge Ladder, various times:	
Members (all courts)	0.00 (M)
Non-members (clay court)	6.00 (M)
Non-members (hard court)	5.00 (M)

Junior Tennis Programs:

3-4 years old, Tues/Thurs/Sat 45 minutes, monthly fee:	
1 day per week	45.00
2 days per week	85.00
5-10 years old, Tues/Thurs/Sat 60 minutes, one day per week	60.00
11 years old, Tues/Thurs/Sat 60 minutes, 2 days per week	110.00
Age 10 years and under, Monday/Wednesday, monthly fee:	
Junior pre tournament training, 90 minutes, two days per week	150.00

CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

TENNIS FEES (CONTINUED)

Junior Tennis Programs (continued):

After School Programs:

High School, Tue/Wed/Thu, 4:00 – 6:00pm, monthly fee:

2 days per week290.00 (M)

3 days per week390.00 (M)

Middle School, Tue/Thu 5:00 – 7:00 pm, monthly fee:

2 days per week290.00 (M)

3 days per week275.00 (M)

Middle/High School Summer Camp, day/time TBD, weekly fee275.00 (M)

Recreation Camp, day/time TBD, weekly fee.....132.00-195.00 (M)

Weekend camp, day/time TBD, daily fee55.00 (M)

Other Tennis Fees:

Private lessons, fee dependent on instructor, hourly40.00 – 95.00 (M)

Semi-private lessons, fee dependent on instructor, half hour40.00 – 95.00 (M)

Group lessons, dependent on instructor, hourly40.00 – 95.00 (M)

Team clinic, dependent on instructor, hourly40.00 – 95.00 (M)

Junior tournament entry fee40.00 (M)

League rate

(if at least 75% of team roster are not members of tennis center)100.00 (M)

Ball rental machine, hourly20.00 (M)

Annual ball machine membership, per person

(twenty memberships available)150.00

Annual ball machine membership, family

(twenty memberships available)200.00

Groupon, Living Social, SaveMyCity and other such marketing and seasonal discounts may be offered at the discretion of the City Manager

Before any contract agreement is reached with such discount organizations and subcontractor, the subcontractor must submit the terms for approval to the City Manager through the Parks and Recreation Department Management.

Tennis Instructors must be contracted through management company

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

Tournament Entry Fees: (includes tennis balls)

Court fee (2 hour time frame, x number of courts x number of two hour time frames =
base fee:

First day of tournament	Base fee, less 10% (M)
Second day of tournament	Base fee, less 25% (M)
Third day of tournament	Base fee, less 30% (M)
Fourth day of tournament	Base fee, less 35% (M)
Fifth day of tournament	Base fee, less 40% (M)

No tournaments may be longer than five days, holidays are time and one half rates. The price includes six folding tables and twenty five chairs and a pop up tent.

A roster is required for league and team play. 75% of roster must be members, or pay a \$100 flat fee and the hourly rates.

CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

RECREATION FACILITY RENTAL FEES

AZALEA LANE RECREATION CENTER - Meeting room: (20% discount off regular fee for residents)

East Room (30' x 30'):

Hourly	50.00 (M)
Deposit	150.00 (M)
Continuous user (hourly)	40.00 (M)

West Room (30' x 50'):

Hourly	70.00 (M)
Deposit	150.00 (M)
Continuous user (hourly)	50.00 (M)

CIVIC CENTER: (20% discount off regular fee for residents)

Continuous Users (at least 6 times in 6 months):

Ballroom:

Hourly	100.00 (M)
Deposit	300.00 (M)

Meeting Rooms:

Hourly	45.00 (M)
Deposit	200.00 (M)

Kitchen: (set up fee and deposit are not applicable)

Hourly	45.00 (M)
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One Time Users:

Ballroom:

Hourly	160.00 (M)
Deposit	400.00 (M)

Meeting Rooms:

Hourly	70.00 (M)
Deposit	200.00 (M)

Patio:

Hourly	100.00 (M)
Deposit	100.00 (M)

Kitchen: (set up fee and deposits are not applicable)

Hourly	70.00 (M)
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Ballroom and kitchen:

Fridays and Saturdays (11:00 am – midnight).....	2,000.00 (M)
Deposit	500.00 (M)

Entire building for a full day:

Fridays and Saturdays (11:00 am – midnight).....	2,800.00 (M)
Deposit	500.00 (M)

Cancellation Fee, Civic Center only:

Cancellation for any reason.....	Full deposit retention
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

RECREATION FACILITY RENTAL FEES (CONTINUED)

COMMUNITY CENTER:

City resident/employee discount off regular rental fee	20%
CRA district resident discount off regular rental fee	25%
Non-profit organization discount off regular rental fee	30%

Continuous User:

Small room, A or B or senior room, hourly	40.00 (M)
Large room, C or D, hourly	60.00 (M)
Ballroom; A,B,C and D combined, hourly	150.00 (M)
Rooms C, D and kitchen combined, hourly	140.00 (M)
Ballroom and kitchen combined, hourly	170.00 (M)
Kitchen, hourly.....	30.00 (M)
Amhitheater (outdoor stage), hourly	50.00 (M)
Gymnasium:	
Half of gym, hourly	40.00 (M)
Entire gym, hourly	100.00 (M)
Deposit (each meeting room/amhitheater, kitchen).....	100.00 (M)

One Time User:

Small room, A or B or senior room, hourly	55.00 (M)
Large room, C or D, hourly	80.00 (M)
Ballroom; A,B,C and D combined, hourly	220.00 (M)
Rooms C, D and kitchen combined, hourly	190.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,100.00 (M)
Ballroom and kitchen combined, hourly	240.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,200.00 (M)
Kitchen, hourly.....	50.00 (M)
Amhitheater (outdoor stage):	
Two hours.....	175.00 (M)
Six hours	500.00 (M)
Gymnasium:	
Half of gym, hourly	50.00 (M)
Entire gym, hourly	125.00 (M)
Deposit:	
Each meeting room/amhitheater, kitchen	100.00 (M)
Ballroom A,B,C and D combined.....	400.00 (M)
Unscheduled time premium over regular rate, hourly	15.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

RECREATION FACILITY RENTAL FEES (CONTINUED)

COUNTRY CLUB (20% discount off regular fee for residents):

Continuous User:

Ballroom:

Hourly 70.00 (M)

Deposit 100.00 (M)

Club lounge:

Hourly 70.00 (M)

Deposit 100.00 (M)

Full building:

Hourly 110.00 (M)

Deposit 200.00 (M)

One Time User - (Friday and Saturday)

6 p.m. to 12 midnight 900.00 (M)

Deposit 250.00 (M)

One Time User - Hourly: (Sunday through Thursday)

Ballroom (hourly) 100.00 (M)

Club lounge (hourly) 100.00 (M)

Deposit (per room) 250.00 (M)

Ballroom hourly weekdays before 5:00 pm 90.00 (M)

Club lounge hourly weekdays before 5:00 pm 90.00 (M)

FARMER'S MARKET:

Saturday Market:

12' x 10' space (per week) 21.00 (M)

Additional 6 feet (per week) 12.00 (M)

12' x 10' inside space with or without electricity (per week) 27.00 (M)

Outside space with electricity (per week) 25.00 (M)

Part-Time Vendor Fees:

12' x 10' space (per week) 31.00 (M)

Additional 6 feet (per week) 22.00 (M)

12' x 10' inside space with or without electricity (per week) 37.00 (M)

Outside space with electricity (per week) 35.00 (M)

Vendor's deposit 50.00 (M)

Building Rental: (20% discount off regular fee for residents):

Continuous User - Hourly: (Sunday through Thursday)

Hourly 70.00 (M)

One Time User:

Hourly 140.00 (M)

All day rate (11:00 am to midnight, except Fridays and Saturdays) 1,000.00 (M)

Entire Building

6:00 p.m. to midnight, Fri. and Sat. (set time 4:00 pm – 6:00 pm) ... 1,100.00 (M)

Parking Lot - in addition to building rental 350.00 (M)

Deposit 300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

RECREATION FACILITY RENTAL FEES (CONTINUED)

LAKE ISLAND RECREATION CENTER - Meeting room:

Daily rate, Monday - Friday	400.00 (M)
Weekly rate, Monday – Friday, 8:00am – 5:00 pm	500.00 (M)
<u>Continuous User:</u>	
Hourly	50.00 (M)
Deposit	200.00 (M)
<u>One Time User:</u>	
Hourly	80.00 (M)
Deposit	200.00 (M)

Winter Park Welcome Center:

Winter Park Community Foundation Room (includes catering kitchen, restrooms and outdoor patio):	
Weekday for 1 – 4 hours, per hour	70.00 (M)
Weekday for over 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for 1 - 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for over 4 hours, per hour	50.00 (M)
Weekend (all day)	500.00 (M)

Note: rental rates can be reduced by 50% for one half of room

Entire First Floor (includes Galloway Foundation gallery, Welcome gallery and Winter Park Health Foundation Community Room):

Weekday (until 6:00 pm)	not available
Weekday (after 6:00 pm), per hour	90.00 (M)
Weekend (all day)	750.00 (M)
Fire marshal, required to be on site for events hosting over 90 people, per hour	25.00 (M)
Additional one-time fees:	
Cleaning (for events over 4 hours)	30.00 (M)
Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour	20.00 (M)
Staffing (weekends), per hour	25.00 (M)

Gallery display use deposit	100.00 (M)
Gallery display use cancellation fee (if cancellation is made less than thirty days in advance)	25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

PARK FEES

DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% resident discount):

Small Pavilion:

Full day.....	50.00 (M)
Half day	30.00 (M)

Central Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Rose Garden wedding	250.00 (M)
Deposit	100.00 (M)

Central Park West Meadows:

Group Events (fee is doubled for functions charging admission):

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)

Mead Garden:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Amphitheater (two hours)	225.00 (M)
Deposit	100.00 (M)

Large Pavilion (20% resident discount):

Full day.....	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)

Fleet Peeples Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)

Large Pavilion (20% resident discount):

Full day.....	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)

Small Pavilion (20% resident discount):

Full day.....	50.00 (M)
Half day (open to noon or 2 pm to close)	30.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PARK FEES (CONTINUED)

Lake Island Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)

Community Playground pavilion (20% resident discount):

Full day	90.00 (M)
Half day (open from noon or 2 pm to close)	60.00 (M)

Ward Park:

Large Pavilion (20% resident discount):

Full day	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)

Howell Branch Preserve:

Group Events:

Small events (less than 400 people)	550.00 (M)
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Large Pavilion (20% resident discount):

Full day	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)

Dinky Dock Park:

Group Events:

Small events (event size limited to 200 people or less)	550.00 (M)
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Cady Way Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)

Shady Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)

Picnic area:

Full day	50.00 (M)
Half day (open to noon or 2:00 pm to close)	30.00 (M)

Phelps Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
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Large Pavilion (20% resident discount):

Full day	90.00 (M)
Half day (open to noon or 2:00 pm to close)	60.00 (M)

Small Pavilion (20% resident discount):

Full day	50.00 (M)
Half day (open to noon or 2:00 pm to close)	30.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

PARK FEES (CONTINUED)

Kraft Azalea Garden:

Group events:

Small events (less than 400 people)550.00 (M)

Exedra area wedding150.00 (M)

Exedra area wedding deposit.....100.00 (M)

Violation of dog ordinance:

1st offense.....50.00 (M)

2nd offense.....100.00 (M)

Park business permit (monthly):

Twenty attendees or less25.00 (M)

Over twenty attendees100.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 1, 2012

SPECIAL EVENT AND MISCELLANEOUS FEES

MISCELLANEOUS CHARGES:

Inflatables/bounce house permit fee	25.00 (M)
Building and Pavilion Holiday Rate	Time and ½ Regular (M)
.....	Rental Rates (M)
Facility rental building late payment fee	5% of balance due (M)
Parks Alcohol Usage Request Application Fee (non-refundable)	50.00 (M)
Portable public address system	50.00 (M)
Field rental storage, approximately 100 sq. ft. monthly.....	100.00 (M)
Risers, each (portable stages)	35.00 (M)
Sat Market Tables, each (round and rectangular, inside use only)	8.00 (M)
Tent, daily (20' x 40')	375.00 (M)
LCD projector and screen	50.00 (M)
Volleyballs, daily.....	10.00 (M)
Wireless microphone	50.00 (M)
Portable stage	100.00 (M)
Scoreboard renter per day, Community Center gymnasium:	
One scoreboard.....	\$20.00 (M)
Both scoreboards	\$30.00 (M)
Staffing (per hour)	21.00 (M)
Planning, Delivery, Setup, Pick up (per hour)	21.00 (M)
Transport Charge/Delivery Pickup	30.00 (M)
Crowd control fencing (per 200 feet)	150.00 (M)
Tent 10' x 10'	60.00 (M)
Special event trailer with tables and chairs	300.00 (M)
Equipment Rental - Per Event:	
Banquet tables (each, off site events only)	5.00 (M)
Folding chairs (each).....	2.00 (M)
Podium (each)	20.00 (M)
Portable public address system	50.00 (M)
Risers 3' x 8' (each).....	40.00 (M)
Riser skirts (each)	10.00 (M)
Table skirts (each).....	15.00 (M)
Tent 20' x 40'	375.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE

Effective: April 1, 2012

SPECIAL EVENT AND MISCELLANEOUS FEES (CONTINUED)

Banner hanging fees:

North Park Avenue (Morse to Webster, 17 poles)	510.00 (M)
South Park Avenue (Fairbanks to Morse, 16 poles)	480.00 (M)
East Morse Boulevard (17-92 to Pennsylvania, 10 double sided poles) ..	600.00 (M)
West Morse Boulevard (Pennsylvania to Interlachen, 11 double sided poles)	660.00 (M)
New England Avenue (New York to Hannibal Square West)	480.00 (M)
Pennsylvania Avenue (Lyman to Israel Simpson Court)	780.00 (M)
North Orange Avenue (Fairbanks to Minnesota), 20 poles)	600.00 (M)
South Orange Avenue (Denning Drive to 17-92, 20 poles)	600.00 (M)

Cancellation Fees:

Pavilions and Fields (no deposit is required):

Cancellation with less than 14 days notice	No refund (M)
Cancellation with 14-30 days notice	Retain 50% of rental fee (M)
Cancellation with 30-90 days notice	Retain 25% of rental fee (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

Buildings*, amphitheater, park rentals (deposit is required):

Cancellation with less than 30 days notice	Retain 100% of rental fee (M)
Cancellation with 30-60 days notice	Retain deposit (M)
Cancellation with 60-90 days notice	Retain 50% of deposit (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

* Except Civic Center

A double deposit is required for all functions charging admission and serving alcohol

A double deposit is required for all functions for minors charging admission



city commission public hearing

item type	Public Hearing	meeting date	March 26, 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	6-0 final vote

Subject: Redevelopment of the Borders Books at the WP Village

The owners of the Winter Park Village are requesting conditional use approval to redevelop the Borders Books location at the corner of Webster and Orlando Avenues. The redevelopment would demolish the existing 25,000 sq. ft. Borders Book store building and rebuild a new 4,874 sq. ft. branch bank facility and also a second building with 7,200 square feet of retail space plus a "coffee" restaurant of 1,800 sq. ft. with a drive-thru lane. This project is a conditional use because of the two drive-in components. This is a 'complete' application with all the information provided for both the 'preliminary' and 'final' conditional use approvals.

Recommendation:

The Planning and Zoning Board voted 6-0 for approval of the 'final' conditional use with the caveat that the turning radius from the first teller lane function properly.

Summary:

The plans show the new development is generally within the same physical area as the existing Borders Books. This is a completely internal redevelopment and there is no change to the current traffic access points onto Webster or Orlando Avenues.

Parking: The required parking for the existing 25,000 sq. ft. Borders Books store was 100 spaces (1 per 250 sq. ft.). The parking required for the total 13,874 sq. ft. of new buildings is 56 spaces (1 per 250 sq. ft.). There is a net gain of 44 spaces. While the 1,800 sq. ft. "coffee" restaurant building will require extra parking based on one space for each three seats, there is ample parking in the 44 space surplus to meet that additional need. The site plan does eliminate 13 existing parking spaces but the new site plan also creates 13 additional new internal parking spaces so it is parking neutral. The site plan layout provides the handicap spaces required by code.

Traffic Circulation and Stacking: The attached letter from Avcon Engineering outlines the traffic impact and stacking needs for the drive-thrus. In summary, while the bank and restaurant are higher traffic generators than a retail store (Borders), the reduction in the overall square footage from 25,000 sq. ft. to 13,874 sq. ft. offsets that increase so the overall level of total traffic generated is the same.

The analysis of the stacking requirements for the branch bank were based on actual counts on the peak day and time (Friday at the noon hour) for the Bank of America at 750 S. Orlando Avenue. The peak queue in all teller lanes was 9 vehicles and the maximum queue for any teller lane was 3 vehicles. The proposed configuration with four teller lanes can handle that maximum stacking for the peak period.

The analysis of the stacking requirements for the "coffee" restaurant was based on the actual counts for the Starbucks located at 3011 E. Colonial Drive. During those peaks of 8-9 am and 2-3 pm, the maximum queue was 3 vehicles and the proposed design can accommodate a queue of 10 vehicles.

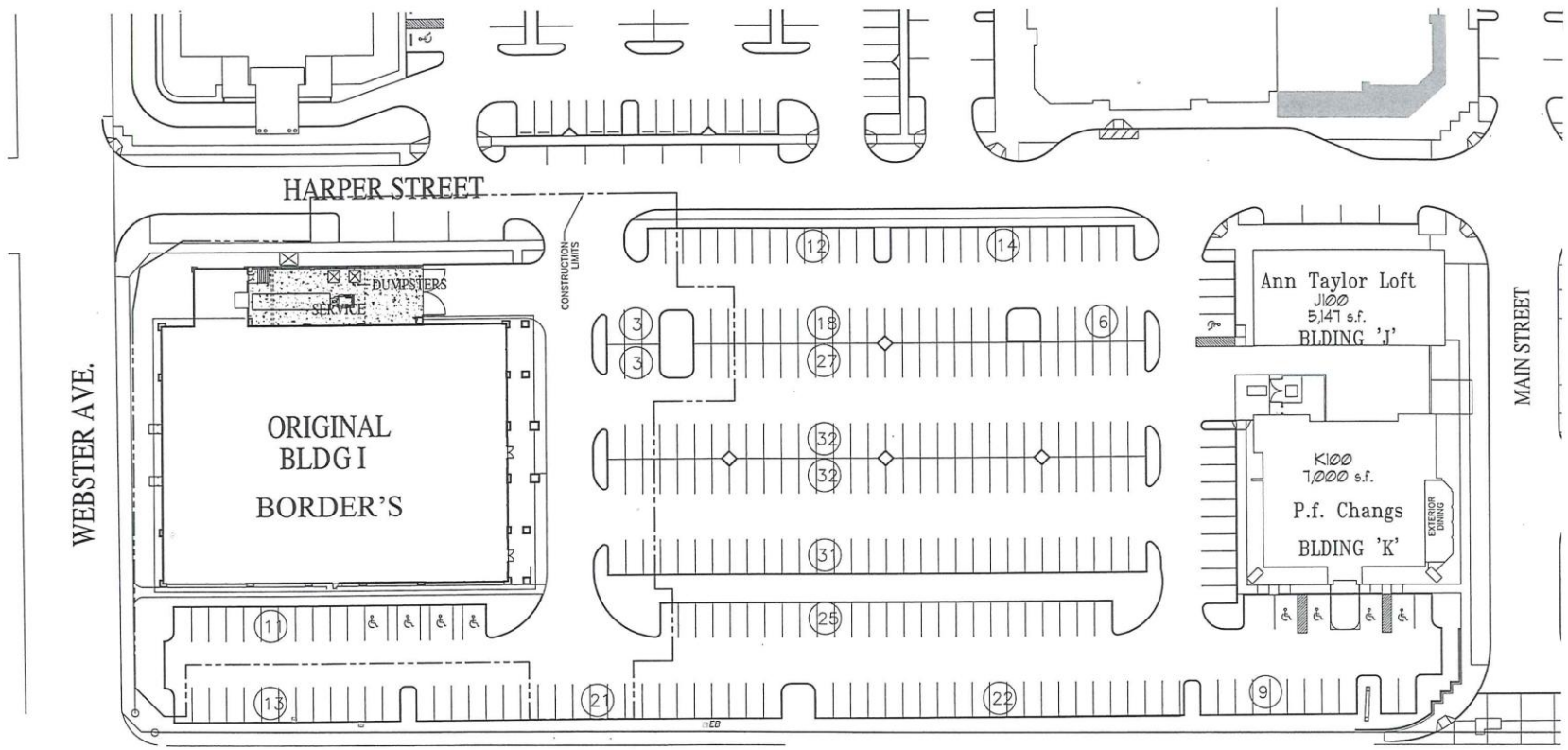
Storm Water Retention: The City code requires retrofit for storm water retention for major redevelopment projects. In this case, the retrofit was done when the Winter Park Mall redeveloped into the Winter Park Village. However, as the storm plan indicates, the underground ex-filtration system will need to be relocated and another smaller ex-filtration system added to meet the volume requirements.

Architecture and Landscaping: The preliminary architectural elevations are provided along with materials and colors. Staff is complimentary of the materials and design. Initially staff was concerned with the flat unarticulated elevations for the rear (north side) and side (east side) of the retail building. However, the applicant recognized this situation and has included 12 new palm trees along with other landscaping to buffer the rear (north wall) and two palms, two live oaks and some crape myrtles to screen the side (east) elevation and dumpster location. You will also note that there is a large new landscape area at the entrance to Webster Avenue that will be an attractive feature. The best part of the site plan/landscape plan, is that the huge existing live oak tree in the parking lot has been saved. That live oak tree was saved in the early 1960's when the Winter Park Mall was built. It has survived 50 years and hopefully will survive another 50 years.

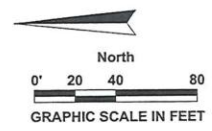
At the P&Z meeting there was discussion about the possibility of saving the three existing oak trees along the Webster Avenue frontage. The parties were to explore those possibilities.

Summary:

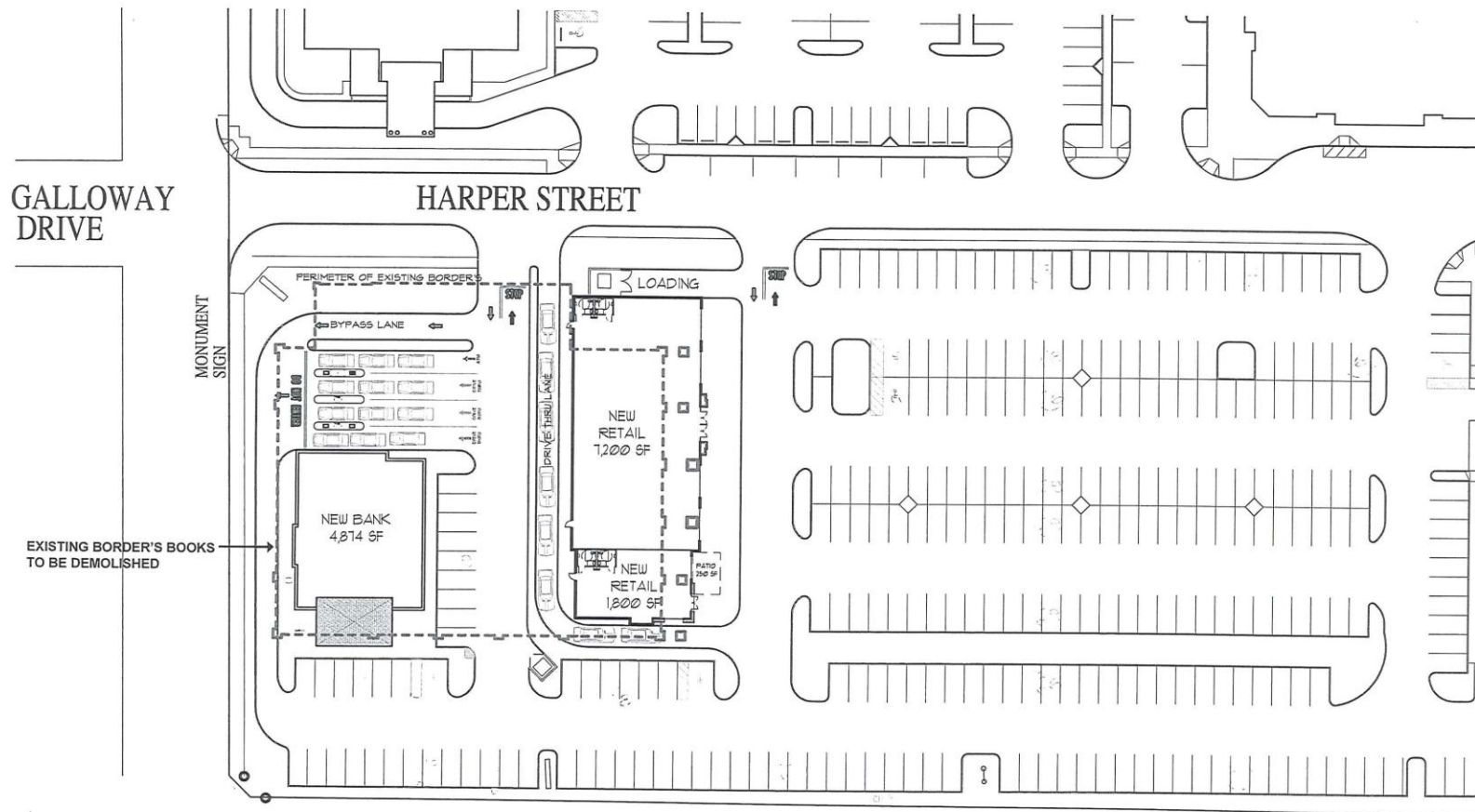
In summary, the project meets all the code requirements, no variances are requested and the drive-in components are designed to meet the peak stacking needs. Staff recommended approval with no conditions.



ORLANDO AVE. (U.S. 17-92)



GAY STREET



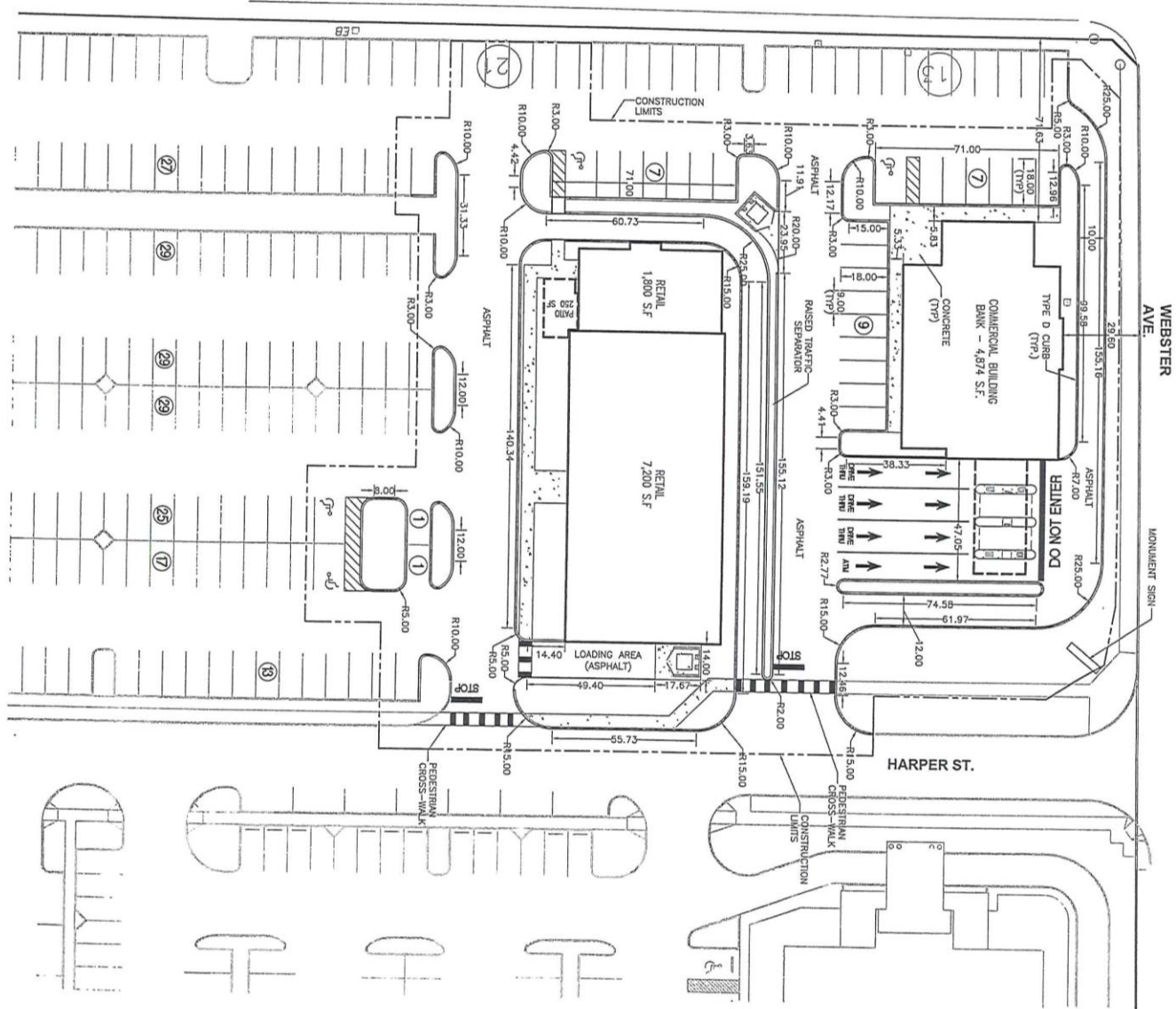
ORLANDO AVENUE (US HWY 17-92) (STATE ROAD NO. 15-600)
 (PER DOT R/W MAP SECTION 75030-2507 AND (ORB 1747, PAGE 522) AND (ORB 1771, PAGE 960) AND (ORB 1923,
 (ORB 1747, PAGE 518) AND (ORB 1832, PAGE 100) AND (ORB 1903, PAGE 796)



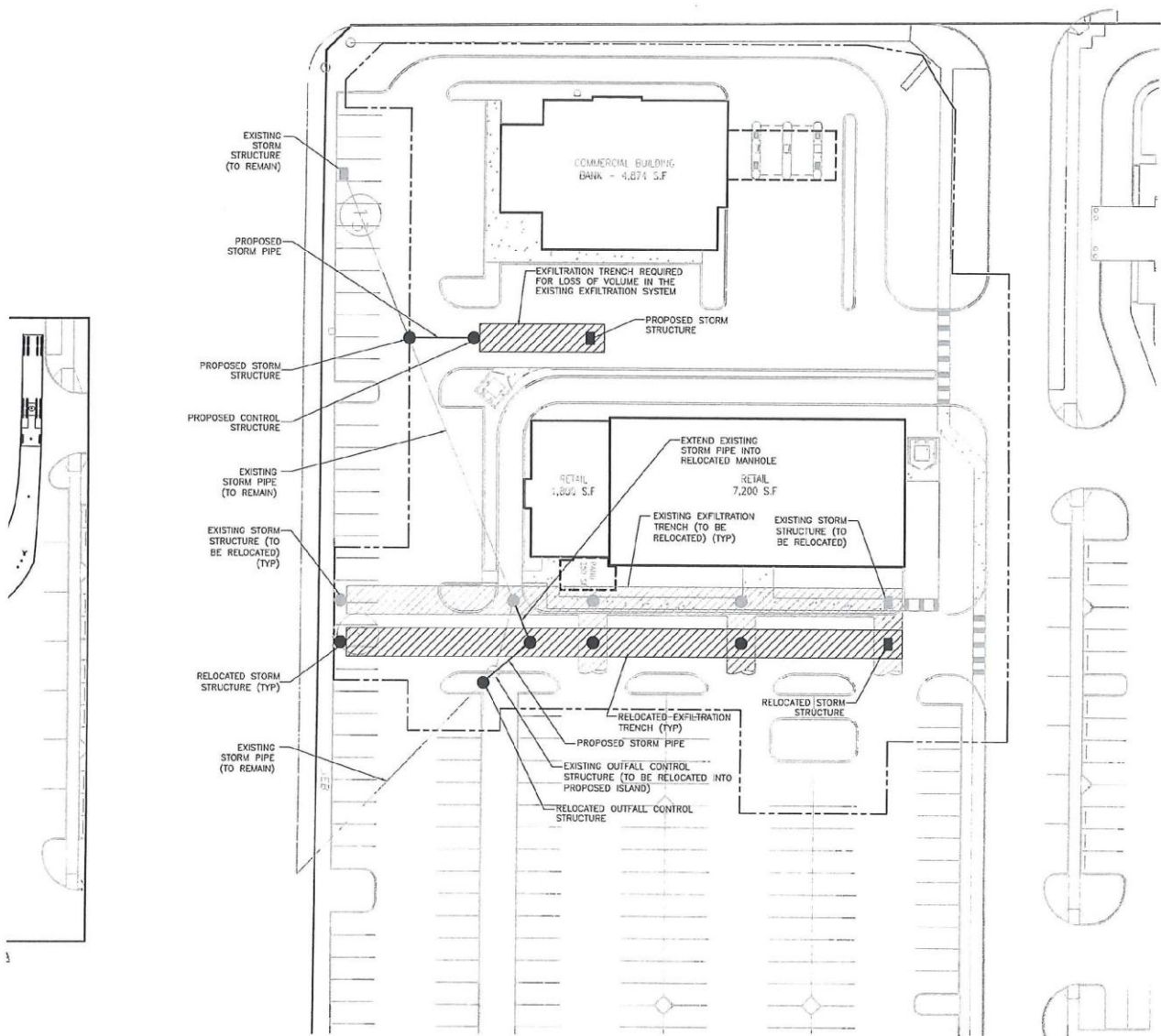
ARCHITECTURAL SITE PLAN

SCALE: NTS

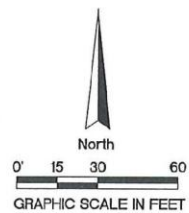
ORLANDO AVE.
(U.S. 17-92)



GALLOWAY DR.



NOTE: STORMWATER RUNOFF WILL BE COLLECTED VIA STORM INLETS AND ROUTED TO THE RELOCATED EXFILTRATION TRENCHES. THE VOLUME OF THE RELOCATED EXFILTRATION TRENCH.



STORM PLAN

FEBRUARY 7, 2012
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CASTO



AVCON

ACi



PLANT LIST

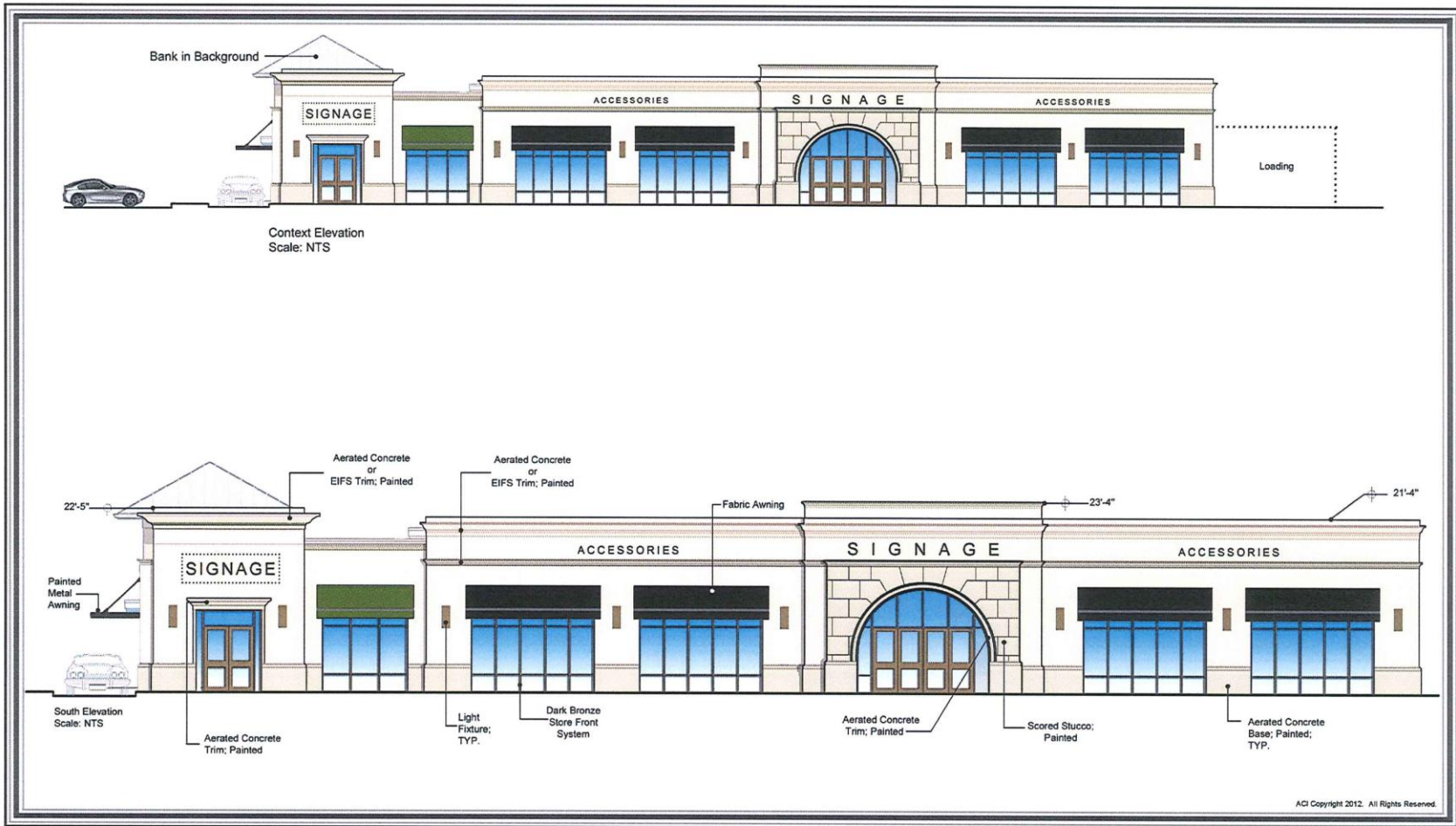
QTY.	CODE	LATIN NAME	COMMON NAME	SIZE	WATER REQ.	NOTES
PALMS						
34	SP-X	<i>Sabal palmetto</i>	Cabbage Palm	Height varies 8'-16' CT.,	LOW	Straight trunks, no damage, boots removed
TREES						
6	LN-30	<i>Lagerstromia indica 'Natchez'</i>	Natchez White Crape Myrtle	30 Gal., 8-9' Ht. x 5-6" Spd., 3" -multi	LOW	Florida # 1, 5 trunks min.
2	LJ-45	<i>Ligustrum japonicum</i>	Tree Ligustrum	45 Gal., 7-8' Ht. x 7-8" Spd., 3"-multi.	LOW	Florida # 1, 5 trunks min.
5	MG-65	<i>Magnolia grandiflora</i>	Southern Magnolia	65 Gal., 10-12' Ht. x 5-6" Spd., 3" Cal.	MOD	Florida # 1
10	QV-65	<i>Quercus virginiana</i>	Live Oak	65 Gal., 13-14' Ht. x 6-7" Spd., 3" Cal.	LOW	Florida # 1
SHRUBS/GROUNDCOVERS						
	PSX	<i>Philodendron selloum 'Xanadu'</i>	Xanadu Philodendron	3 Gal., 18-24" Ht. x 18-24" Spd., 36" O.C.	MOD	Sun Grown, Full
	RDR	<i>Rhododendron 'Duc De Rohan'</i>	Duc De Rohan Azalea	3 Gal., 18-24" Ht., 24" Spd., 24" O.C.	LOW	Full
	RIA	<i>Raphiolepis indica 'Alba'</i>	Dwarf Indian Hawthorne	3 Gal., 12" Ht. x 18" Spd., 24" O.C.	LOW	Full
	TJA	<i>Trachelospermum jasminoides</i>	Confederate Jasmine	1 Gal., 12" runners, 12" O.C.	LOW	Full, 12" horizontal runners
	YSU	<i>Viburnum suspensum</i>	Sandankwa Viburnum	7 Gal., 30-36" Ht. x 30-36" Spd., 36" O.C.	LOW	Full
SOD						
	SOD	<i>St. Augustine 'Floritam'</i>	St. Augustine Sod	Solid Sod	HIGH	Solid, free from weeds

NOTE:

1. All planting and landscape areas will conform to Winter Park codes and standards.
2. A fully automatic irrigation system will be installed for all new landscape areas.
3. Mulch all new beds with 3" thick layer after settlement. Refer to planting detail for additional information. Mulch to be free of weeds and debris

Redevelopment of Border's Books Corner
at Winter Park Village: Conceptual Landscape Plant List

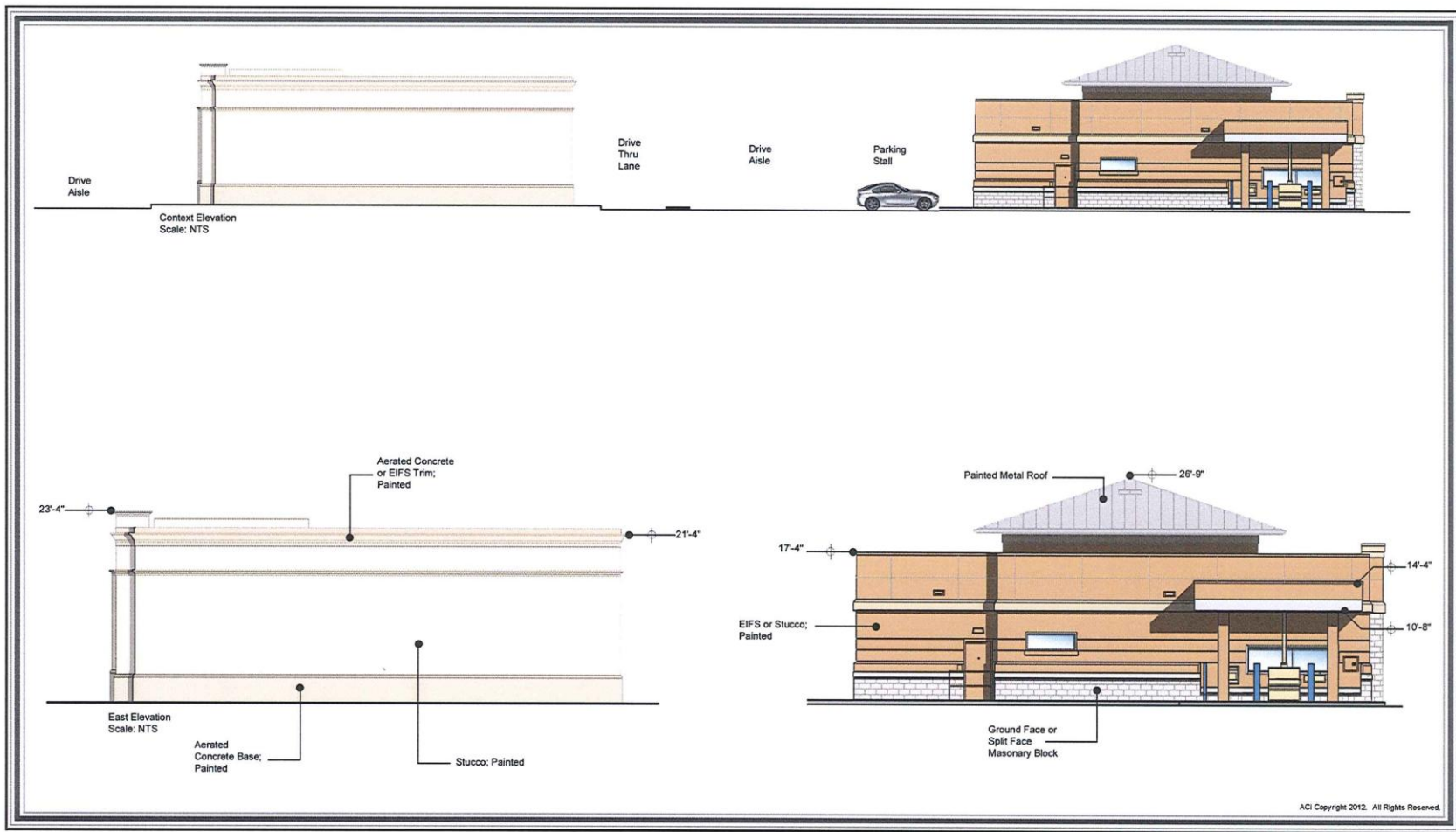
CASTO



Redevelopment of Border's Books Corner
at Winter Park Village: South Elevation

CASTO

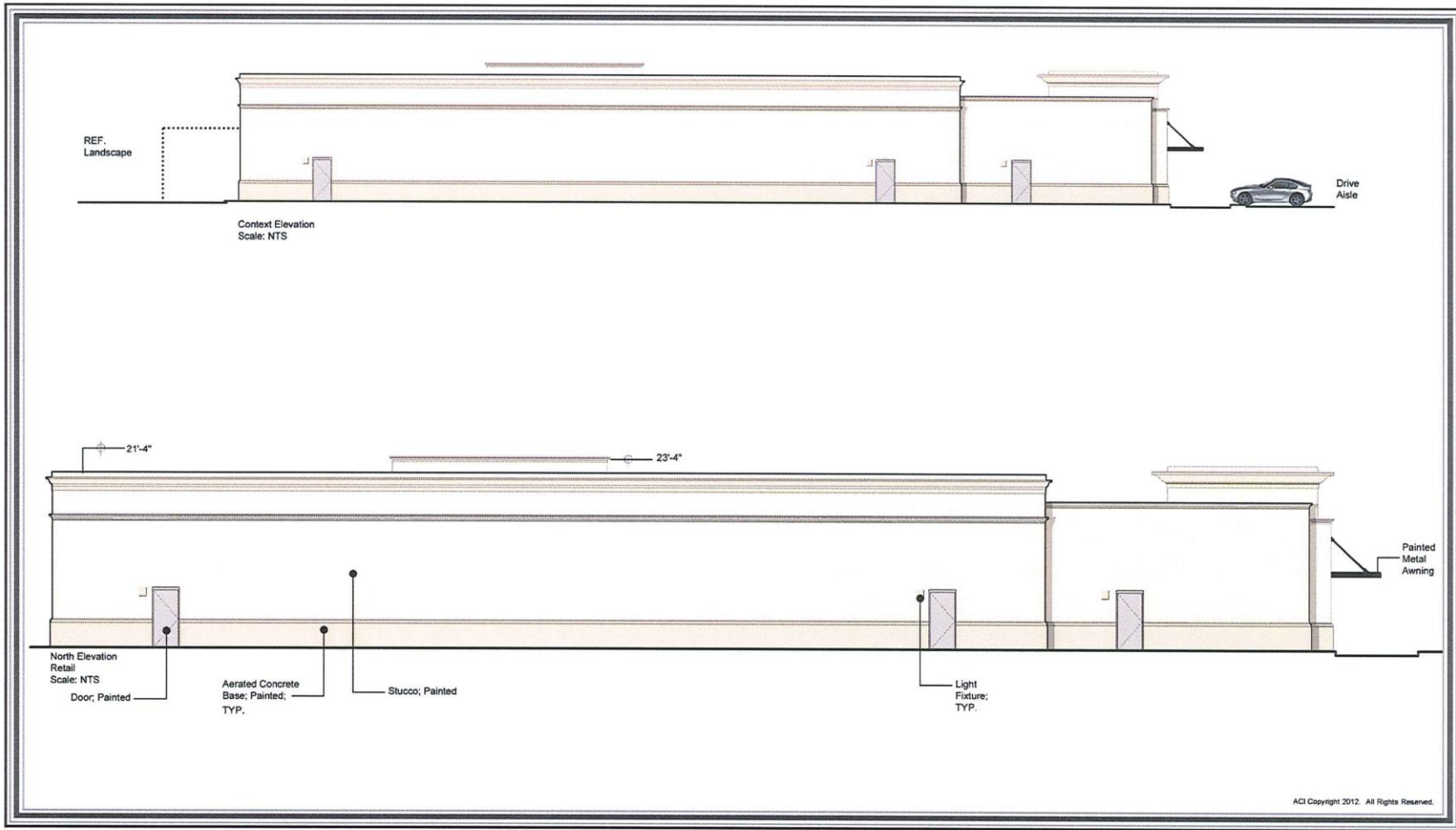




Redevelopment of Border's Books Corner
at Winter Park Village: East Elevation

CASTO

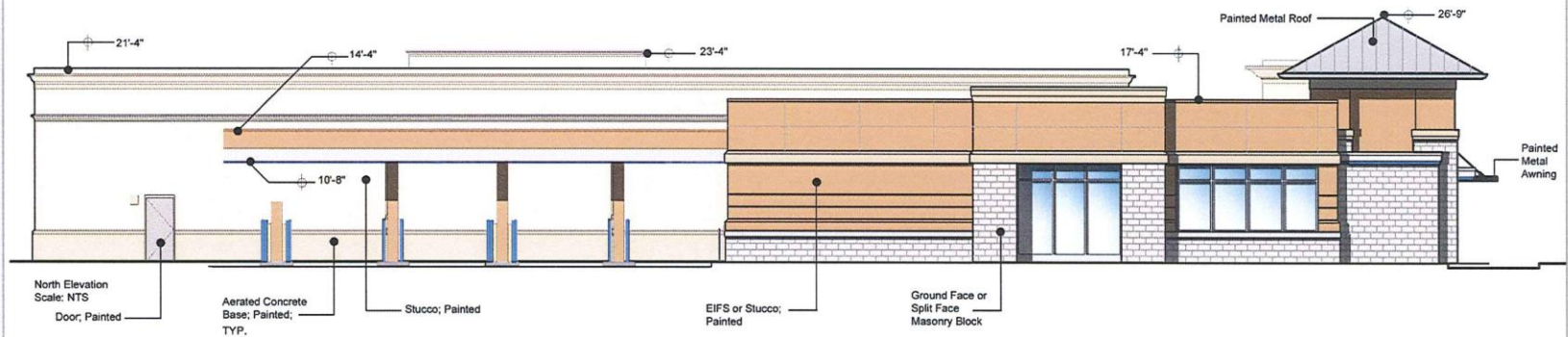
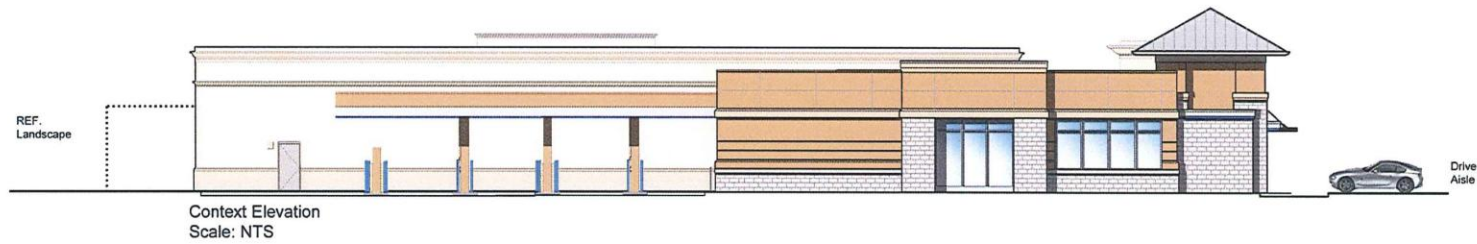




Redevelopment of Border's Books Corner
at Winter Park Village: North Elevation

CASTO





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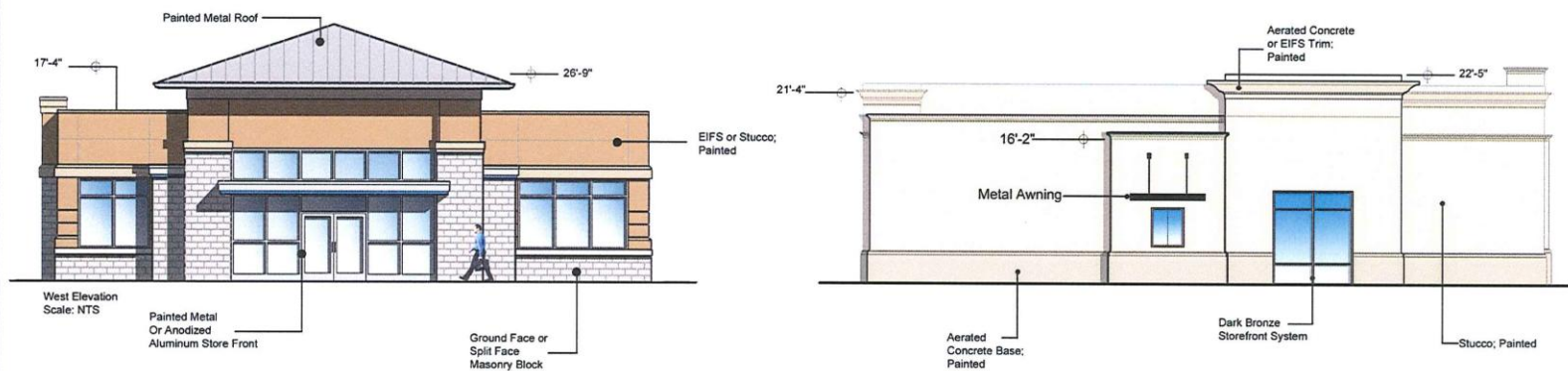
Redevelopment of Border's Books Corner
at Winter Park Village: North Elevation

CASTO





Context Elevation
Scale: NTS



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Redevelopment of Border's Books Corner
at Winter Park Village: West Elevation





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Fax: (407) 599-1133
www.avconinc.com

February 6, 2012

Mr. Jeff Briggs, Director
City of Winter Park - Planning Department
401 Park Avenue South
Winter Park, Florida 32789-4386

**Re.: Borders Site Re-Development
Conditional Use Traffic Analysis**

Dear Mr. Briggs:

Per your e-mail dated January 19, 2012, AVCON, INC. has performed the requested traffic analysis for the conditional use permit application for the Borders Site Re-Development. The results of the trip generation and drive-in queue analysis are summarized below.

Trip Generation

The trip generation analysis is based on the Institute of Transportation Engineers' (ITE) Trip Generation, 8th Edition, and Trip Generation Handbook, 2nd Edition. (See attached spreadsheet.)

Existing

The existing Borders building is comprised of 25,000 sf of leasable retail space. While ITE Code 868 – Book Superstore is most like the previous occupant land use, the limited study size and available data made this use unreliable. Therefore, ITE Code 820 – Shopping Center (Fitted Curve Equation) was used since it is applicable to Winter Park Village as a whole and typically includes retail outparcels. The existing 25,000 sf of retail space results in 251 PM peak hour (of adjacent street) trips for ITE Code 820 Shopping Center.

Proposed

The proposed re-development is comprised of 9,000 sf of retail space and 4,874 sf of drive-in bank. ITE Code 820 – Shopping Center and ITE Code 912 – Drive-In Bank were used for this analysis. The proposed 9,000 sf of retail space results in 127 PM peak hour trips, and the proposed 4,874 sf of drive-in bank results in 126 PM peak hour trips. The combined total of PM peak hour trips is 253.

Pass-By Trips Adjustment

Pass-by trips are those attracted from traffic passing the development on adjacent roadways or roadways having direct access to the development, without route diversion. They are already on the roadway network making intermediate stops over retails/shopping centers or other convenience-oriented land uses en-route

Mr. Jeff Briggs
February 6, 2012, Page 2

between an origin and a primary trip destination. Since they are not trips generated from the development, pass-by trips are usually deducted from gross trips for the purposes of determining traffic concurrency.

Based on the ITE Trip Generation Handbook, the PM peak hour trips for the existing (previous) retail space may be reduced by 85 pass-by trips, resulting in a total of 168 PM peak hour trips. Similarly, the PM peak hour trips for the proposed re-development (retail and drive-in bank) may be reduced by 102 pass-by trips, resulting in a total of 151 PM peak hour trips. Therefore, the net difference for the proposed re-development is 17 fewer PM peak hour trips than the existing development.

Drive-In Queue Analysis

To determine adequate stacking for the proposed re-development, traffic counts were performed at similar facilities on Friday, February 3, 2012.

Bank

Maximum queue counts were performed at the Bank of America located at 750 S. Orlando Ave. (near Aragon Avenue) in Winter Park. This facility has five drive-in lanes plus one drive-up ATM lane; however, one lane is not active to allow pass through traffic for parking behind the bank. The mid-day peak hour of the generator (the bank) was determined to be 12-1 PM on a Friday, which typically coincides with payday for many people. During this time, the maximum total queue in all lanes was 9 vehicles. The maximum queue for a single lane was 3 vehicles.

Coffee Shop

One potential use for the proposed retail space includes a coffee shop with a drive-in. Maximum queue counts were performed at the Starbucks located at 3011 E. Colonial Drive in Orlando, which includes a drive-in. Based on conversations with Starbucks staff, the peak hours of the generator (the coffee shop) occur at 8-9 AM or 2-3 PM. During the mid-day peak hour, the maximum queue was 3 vehicles.

Conclusion

The proposed re-development of the existing Borders site results in a total of 151 PM peak hour trips, which is a net reduction of 17 PM peak hour trips. The design of the proposed drive-in bank should provide for a maximum queue of 9 vehicles served by all lanes. The proposed coffee shop with drive-in design provides storage for 10 vehicles, which is in excess of the observed maximum queue of 3 vehicles.

Please contact us if you have any questions regarding this analysis.

Sincerely,
AVCON, INC.



Rick V. Baldocchi, P.E.
Vice President

Borders Bookstore Re-Development Conditional Use Traffic Analysis																			
ITE Code - Description	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Existing Borders Bookstore																			
820 - Shopping Center (Equation)	KSF ²	Equations			34%	61%	39%	49%	51%	25.0	2,758	68	251	27	17	23	81	85	85
Proposed Re-Development																			
820 - Shopping Center (Equation)	KSF ²	Equations			34%	61%	39%	49%	51%	9.0	1,420	37	127	15	10	13	41	43	43
912 - Drive-in Bank	KSF ²	148.15	12.35	25.82	47%	56%	44%	50%	50%	4.9	722	60	126	18	14	28	33	33	59

Trip generation rates from ITE Trip Generation, 8th Edition

Pass-by rates from ITE Trip Generation Handbook, 2nd Edition

Borders Site Narrative

Stormwater

The existing storm water runoff for this parcel is currently being treated onsite via under ground exfiltration, with the re-development of this property the storm water collection will be slightly modified. The redesigned storm water system will continue to collect and treat the runoff on-site, however, a portion of the existing exfiltration trenches and manholes will be relocated to support the new development. Storm water calculations and associated permitting will be completed during the design phase for the proposed development. A permit modification will be submitted to the St. Johns Water Management District and the City of Winter Park for review and approval prior to any construction activities.

Vehicle Maneuvering

The proposed development will require large vehicle access for deliveries and waste management pick-up which has been analyzed and preliminarily designed for, refer to sheet C-300 for vehicle maneuvering templates.

Parking

The on-site parking configuration has been modified to work with the new proposed building layout. Analyzing the new configuration for the parking lot the overall parking count within the shown construction limits has a net decrease of 2 regular spaces.

Traffic Study

The proposed re-development of the existing Borders site results in a total of 151 PM peak hour trips, which is a net reduction of 17 PM peak hour trips. The design of the proposed drive-in bank should provide for a maximum queue of 9 vehicles served by all lanes. The proposed coffee shop with drive-in design provides storage for 10 vehicles, which is in excess of the observed maximum queue of 3 vehicles.



CITY OF WINTER PARK Planning & Zoning Board

**Regular Meeting
Welcome Center**

**March 6, 2012
7:00 p.m.**

MINUTES

Mr. Johnston called the meeting to order at 7:00 p.m. in the Welcome Center. Present: Acting Chairman James Johnston, Tom Sacha, George Livingston, Peter Gottfried, Randall Slocum and Robert Hahn (alternate). Absent: Chairman Drew Krecicki and Sarah Whiting. Staff: Planning Director Jeffrey Briggs, Senior Planner Lindsey Hayes and Recording Secretary Lisa Smith.

Approval of minutes – February 7, 2012

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the February 7, 2012, meeting minutes. Motion carried unanimously with a 6-0 vote.

PUBLIC HEARINGS:

REQUEST OF THE WINTER PARK TOWN CENTER LTD. FOR: CONDITIONAL USE APPROVAL UNDER THE DRIVE-IN ORDINANCE TO BUILD A NEW BRANCH BANK AND A NEW RESTAURANT WITH DRIVE-THRU COMPONENTS AS A REDEVELOPMENT OF THE FORMER BORDER'S BOOKS CORNER AT THE WINTER PARK VILLAGE, 600 N. ORLANDO AVENUE, ZONED (C-1).

Planning Director Jeffrey Briggs presented the staff report and explained that this item is a request for conditional use approval by the owners of the Winter Park Village to redevelop the former Borders Books location at the corner of Webster and Orlando Avenues. The proposed redevelopment would demolish the existing 25,000 square foot Borders Book store building and rebuild a new 4,874 sq. ft. branch bank facility, and also a second building with 7,200 square feet of retail space plus a "coffee" restaurant of 1,800 sq. ft. with a drive-thru lane. He noted that this project requires conditional use approval because of the two drive-in components. He added that this is a 'complete' application because all the information has been provided for both the 'preliminary' and 'final' conditional use approvals.

Mr. Briggs reviewed the project for site and context, parking, traffic circulation and stacking, storm water retention, architecture and landscaping. He said that staff is very complimentary of the overall site plan design and attention to detail for all the various architecture, landscaping and technical code requirements. The project meets all the code requirements, no variances are requested and the drive-in components are designed to meet the peak stacking needs. Staff recommendation is for approval. Mr. Briggs responded to Board member questions.

Jim Conroy, Vice-President of Development for Casto, stated that he agreed with the information that Mr. Briggs presented in the staff report. He introduced John Cunningham, ACI (project architect) and Rick Baldocchi, Avcon Engineering (project engineer). He responded to Board member questions and concerns regarding landscaping, parking, ATM lighting, turning radius and tree preservation. He introduced the members of the development team that were also available to answer questions.

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

Mr. Slocum asked about the possibility of revising the site plan in order to save the three nice existing oak trees that exist along the Webster Avenue frontage. Mr. Conroy and Mr. Cunningham explained the site complications involved. It was agreed that the design team would look at this again to see what possibilities might exist.

Mr. Hahn said he recognized that this area is more like an out-parcel for the WP Village and thus more auto-centric but he asked that with the Winter Park Village being very pedestrian oriented that consideration be given to make it a pedestrian friendly experience to walk over to these new stores from the main WP Village.

Mr. Sacha asked about the night security lighting for the ATM teller lane. He requested that the design team also look at the night lighting along the exit drive lane from the tellers for security for those customers leaving the ATM teller lane at night. He also questioned the tight turning radius from the first teller lane. The applicant agreed to address that situation.

The Board posed questions about the landscaping particularly with respect to screening the 'flat' walls of the sides or rear of the retail building. It was pointed out that while the landscape plan is labeled 'conceptual' it is actually a 'final' landscape plan with quantities and sizes of exactly will be installed. The Board noted the palm trees planned as screening for those areas. The applicant agreed to be sensitive to this issue.

Mr. Gottfried lamented that while the landscaping package looks great now, the City does not do a very good job in follow-up to require businesses to maintain their landscaping as the years go by. He cited the Walgreens building at Lakemont/Aloma and asked for more attention to these code enforcement matters.

The Board members consensus was that the project was well designed, met the city's code requirements and would be an attractive redevelopment for that corner of the WP Village.

Motion made by Mr. Livingston, seconded by Mr. Sacha to approve the request with the caveat that the turning radius function properly. Motion carried unanimously with a 6-0 vote.



city commission public hearing

item type	Public Hearing	meeting date	March 26, 2012
prepared by department division	Donald Marcotte Public Works Project Management	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

Subject

Winter Park/Amtrak Train Station Art In Transit Central Florida Commuter Rail Station Winter Park – Adoption of the resolution for the Execution of the Florida Department of Transportation Joint Participation Agreement, 412994-3-42-01, to provide funding to purchase and placement or install of artwork at of the Winter Park Amtrak Station located at 150 W. Morse Blvd, Winter Park, FL.

motion | recommendation

Motion to adopt the resolution to authorize City Manager, Randy Knight to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement 412994-3-42-01 for artwork at the Winter Park Train Station.

summary

Funding for this project is \$6,500.00. It is provided by the Florida Department of Transportation, no match is required from the City of Winter Park.

board comments

N/A

RESOLUTION NO. _____

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 ARTWORK THAT IS PROCURED, DESIGNED, MANUFACTURED AND INSTALLED AT THE WINTER PARK TRAIN STATION/AMTRAK STATION

WHEREAS, the State of Florida Department of Transportation and the City of Winter Park, Florida, desire to facilitate purchase and placement or installation of artwork at the Winter Park Train Station/Amtrak 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 412994-3-42-01 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 26th day of March 2012.

Kenneth W. Bradley, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

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

Financial Project No(s).: (item-segment-phase-sequence) <u>412994-3-52-10</u>	Fund: <u>010</u> Function: <u>119</u> Federal No.: <u>n/a</u> DUNS No.: <u>80-939-7102</u>	FLAIR <u>088809</u> Object Code: <u>790072</u> Org. Code: <u>55052000531</u> Vendor No.: <u>F596-000-454-017</u>
Contract No.: _____	CFDA Number: <u>20.500</u>	CSFA Number: <u>n/a</u>

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Winter Park
401 S. Park Avenue, 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 May 1, 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 funding to assist the Agency in acquiring artwork that is procured, designed, manufactured and installed in accordance with Federal Transit Administration Circular 9400.1A for use and display at the Central Florida Commuter Rail Station located in Winter Park, Florida. Refer to Exhibit A for additional details.

and as further described in Exhibit(s) A, B, C and 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 \$ 6,500.00 . 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 \$ 6,500.00 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
ATTN: 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
ATTN: 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
ATTN: 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
ATTN: 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
ATTN: 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, 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 May 1, 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

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s). _____

Contract No. _____

Agreement Date _____

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

AGENCY

FDOT

AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

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 S. Park Avenue, Winter Park, FL 32789 dated _____.

PROJECT LOCATION:

City of Winter Park
401 S. Park Avenue
Winter Park, FL 32789

Attn: Don Marcotte

PROJECT DESCRIPTION:

To provide funding to assist the Agency in acquiring artwork that is procured, designed, manufactured and installed in accordance with Federal Transit Administration Circular 9400.1A for use and display at the Central Florida Commuter Rail Station located in Winter Park, Florida.

The Agency's purchase and placement or installation of the artwork within or adjacent to the Station Property must not degrade, restrict or reduce vehicular, bicycle, bus and pedestrian access to the Station Property, Station Parking and the Station Platform, as constructed by the Department during the Commuter Rail construction period nor shall the placement or installation of the artwork interfere or impede full and effective use of the Station Platform and any system or device on the Station Platform. In the event the quality of access is degraded, restricted or reduced, or in the event use of the Platform as described herein is impaired or impeded, the Department shall bring the matter to the Agency's attention for discussion and resolution. If resolution cannot be determined mutually, the Parties shall employ the dispute resolution mechanism established in the Interlocal Operating Agreement to resolve the difference.

Any station element that could be targeted for theft or vandalism (e.g. light fixtures, sign units, speakers, cameras, etc.) shall be located a minimum of 8'-6" above traveled pathways and shall be setback a minimum of 8'-6" from the track. The potential to use benches, trash receptacles, etc. to access these elements should also be considered in locating these elements. In addition, horizontal elements (e.g. canopy framework, ceilings, etc.) shall be located a minimum of 10'-0" above the walking surface.

The purchase of all art work funded hereunder shall be subject to review and approval by the Department prior to purchase and any agreement by the Agency shall be subject to and contingent on the Department's approval of said artwork. The Department's review and approval of the appropriateness of the artwork shall not be unreasonably withheld.

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 S. Park Avenue, Winter Park, FL 32789 dated _____.

I. PROJECT COST:

Artwork at the Central Florida Commuter Rail Station (includes design, fabrication, material, delivery & installation)	\$ 6,500.00
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TOTAL PROJECT COST	\$ 6,500.00
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II. PARTICIPATION:

Maximum Federal Participation

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

Maximum Department Participation,

Primary			
(DS)(DDR)(DIM)(PORT)	(%)	or	\$
Federal Reimbursable (DU)(FRA)(DFTA)	100%	or	\$ 6,500.00*
Local Reimbursable (DL)	(%)	or	\$

TOTAL PROJECT COST	\$ 6,500.00
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* The Department will participate up to 100% of eligible expenses not to exceed \$6,500.00.

EXHIBIT "C"
(GENERAL)

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

referenced by the above Financial Project Number.

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

The Agency 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. FTA Circular 9400.1A Design and Art in Public Transportation, and as revised from time to time.
- b. FTA Circular 4220.1F Third Party Contracting Guidance, and as revised from time to time.
- c. Buy America regulations as set forth in 49 USC 5323(j) and in 49 CFR Part 661, and any amendments thereto; and
- d. The Agency shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to so comply shall constitute a material breach of this contract.

JPA Modifications

1. 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."
2. 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."
3. 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."

4. 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.
5. 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: \$ 6,500.00

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 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 Circulars 9300.1A, 9400.1A and 4220.1F.



city commission public hearing

item type	Public Hearing	meeting date	March 26, 2012
prepared by department division	George Wiggins Building & Code Enforcement	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Construction Board of Adjustments & Appeals	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

subject

Triennial Update of provisions of City Building and Property Maintenance Codes

motion | recommendation

Approve Ordinance on first reading.

summary

Every three years the Florida Building Commission updates the Florida Building Code with new or amended modifications and new referenced standards brought forward into a newer code version of the International Building Codes that form the base of the Florida Building Code. Similarly, the International Property Maintenance Code is updated in three year cycles. The updating process of these codes by the International Code Council and by the Florida Building Commission involves large numbers of code hearings with input from industry, designers, and code officials across the United States and throughout Florida for those provisions unique to Florida.

The process started with the passage of The Florida Building Code Act of 1998, which created the Florida Building Commission and a process to unify Florida's building codes across the State into one code instead of having over 400 building codes for every governmental jurisdiction in Florida. The Florida Building Code unified all construction codes and certain administrative provisions into one set of codes for the State and addresses construction requirements on both public and private properties. The three most significant sets of code provisions include unified wind, accessibility and energy standards, although all other construction standards are addressed as well.

The new Florida Building Code includes a new and advanced method for determining wind design pressures for buildings based on risk categories of buildings, and delineates areas in the State where wind borne debris protection is required. The newer method uses ultimate velocity wind speeds based on more data from wind events that have occurred over the last 10 years along with advanced computer simulation.

The actual text of this ordinance has changed little except in the following areas where modifications were made:

- 1) Updates International Property Maintenance Code from 2009 to 2012 Edition
- 2) Adopts a referenced fire standard within an appendix of the Code, known as NFPA 914 for Fire Protection of Historic Structures allowing various performance criteria to fire protection along with prescriptive measures.

- 3) Adds an administrative provision allowing the placement of conditions to limit noise, storage of materials or debris, cleanliness of the building site, work hours, construction worker parking when extending or reinstating expired permits so as to minimize any negative impacts on neighboring property owners or residents.
- 4) Updates the Construction Board membership requirements to match the uniform board ordinance adopted last year.
- 5) Removes a local technical amendment requiring fire rating of walls on residential properties which is now placed in the base Florida Building Code and does not require having local amendment.
- 6) Revises our local technical fire sprinkler amendments to accurately match changes made in the Florida Building Code.
- 7) Delineates wind speeds for the various risk categories of buildings in order to provide designers with accurate wind design criteria when preparing building plans in the City.
- 8) Updates our local amendments to the International Property Maintenance Code to match the appropriate placement with the new edition of that Code.
- 9) Changes the class of violation for a code enforcement violation for property and building maintenance violations from Class I (\$60) to Class II (\$100). Major violations are referred to the Code Board which can impose daily fines or direct other corrective actions.
- 10) Changes the class of violation for a code enforcement violation of the newly adopted Lakeshore Protection Ordinance from Class II (\$100) to Class III (\$300).

board comments

On March 8, 2012, the Construction Board reviewed the ordinance along with proposed changes and unanimously recommended approval of the building & property maintenance ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
RELATING TO BUILDINGS; AMENDING CHAPTER 22 TO
INCORPORATE THE FLORIDA BUILDING CODE WITH CERTAIN
ADMINISTRATIVE AND TECHNICAL AMENDMENTS WHICH
INCLUDE A FIRE SPRINKLER REQUIREMENT AS THE WINTER
PARK BUILDING CODE; DESIGNATING APPLICABLE WIND
DESIGN CRITERIA; UPDATING THE PROPERTY AND BUILDING
MAINTENANCE CODE WITH AMENDMENTS; REVISING
CLASSES OF CERTAIN CODE ENFORCEMENT CITATIONS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Building Code Act of 1998 directed the Florida Building Commission to establish a statewide uniform building code known as the Florida Building Code; and

WHEREAS, the 2010 Florida Building Code with 2012 amendments is in effect throughout the State of Florida as of March 15, 2012; and

WHEREAS, the enforcement of the Florida Building Code is the responsibility of local governments; and

WHEREAS, the City of Winter Park actively participates in the enforcement of building construction regulation for the benefit of the public safety of its citizens; and

WHEREAS, the City of Winter Park desires to facilitate the enforcement of the Florida Building Code by enacting administrative and a technical amendment which meets the needs of its citizens; and

WHEREAS, the City Commission hereby makes findings that certain administrative and a technical fire sprinkler amendment is needed for the safety and public welfare of its citizens due to proximity of older buildings in the Central Business District for fire protection purposes;

NOW, THEREFORE, BE IT ENACTED by the people of the City of Winter Park, Florida as follows:

Section 1. Article II, "Building Code", Chapter 22 of the Code of Ordinances of the City of Winter Park is hereby repealed and a new Article II is substituted to read as follows:

ARTICLE II. Building Code

Sec. 22-26. Short title.

This article shall be known and cited as the building code of the City of Winter Park.

Sec. 22-27. Codes adopted by reference.

The 2010 Florida Building Code (with 2012 Amendments), including all volumes: Building, Existing Building, Fuel Gas, Plumbing, Mechanical and Residential, as published by the International Code Council, Inc, (Country Club Hills, Illinois) is hereby adopted by reference and is automatically in effect as required by Florida Statutes with the ability for local governments to enact administrative and technical amendments as deemed

appropriate to meet local needs and to facilitate the administration of the Florida Building Code.

Sec. 22-28. Amendments to the Florida Building Code

The Florida Building Code as adopted in section 22-27 is amended in the following respects:

Section 101.2.2 is amended as follows

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. Within the Florida Existing Buildings Code, Appendix C referencing NFPA 914 for Fire Protection of Historic Structures (2001 Edition) is hereby adopted.

101.2.2 Unsafe Buildings shall be abated using the *International Property Maintenance Code 2009 2012 edition*, promulgated by the International Code Council, Inc., subject to all amendments, modifications or deletions hereinafter contained.

SECTION 103 is added to read as follows:

103. BUILDING DEPARTMENT

103.1 Establishment. There is hereby established a Department to be called the Building and Code Enforcement Department and the person in charge shall be known as the building official or director of building and code enforcement.

103.2 Employee qualifications

103.2.1 Building official qualifications. The Building Official shall be licensed as a Building Code Administrator by the State of Florida.

103.2.2 Employee qualifications. The building official, with the approval of the governing authority, may appoint or hire such number of officers, inspectors, plans examiners, assistants and other employees as shall be authorized from time to time. A person shall not be appointed or hired as inspector or plans examiner unless that person meets the qualifications for licensure as an inspector or plans examiner, in the appropriate trade as established by the State of Florida.

103.3 Restrictions on employees. An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system or in the making of plans or of specifications thereof, within the jurisdiction of the department, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interest of the department.

103.4 Records. The building official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection, except where exempted by Florida law.

103.5 Liability. Any officer or employee, or member of the construction board of adjustments and appeals, charged with the enforcement of this code, acting for the governing authority in the discharge of his duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability, for any damage that may accrue to persons or property as a result of any act, event or omission of action in the scope of his employment or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Any suit brought against any officer or employee or member because of such act, event or omission performed by him in the enforcement of any provisions of this code shall be defended by the city until the final termination of the proceedings, unless such person acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights or property.

Section 104.1-104.7 is added to read as follows:

SECTION 104 POWERS AND DUTIES OF THE BUILDING OFFICIAL

104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code, and shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Right of entry

104.2.1 Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the building official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this code. If such building or premises are occupied, he shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

104.2.2 When the building official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

104.3 Revocation of permits. The building official is authorized to suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or for violation of any provision of this building code or the code of ordinances of the city.

104.4 Misrepresentation of application. The building official may revoke a permit or approval, issued under the provisions of this code, in case there has been any false statement or

misrepresentation as to the material fact in the permit application or plans on which the permit or approval was based including unlicensed contracting.

Note: [Moved to 114.1]

~~**104.5 Violation of code provisions.** The building official may revoke a permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code or the code of ordinances of the city.~~

104.7 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the building official.

Section 105.4 is amended to read as follows:

105.4 Conditions of permit

105.4.1 Conditions of permit; permit term and intent.

105.4.1.1 The building official shall act upon an application for a permit with plans as filed, or as amended, without unreasonable or unnecessary delay. A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of this code (including the Winter Park Code of Ordinances), nor shall such issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans or in construction or of violations of this code (including the Winter Park Code of Ordinances). No substantial building site preparation, including but not limited to excavation or placement of fill or foundation construction, shall take place prior to the issuance of a building, foundation or site development permit. Issuance of such permits is limited to meeting all other city site development requirements, and is subject to the approval of the building official.

105.4.1.2 Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced. ~~provided, however,~~

~~105.4.1.3 In the case of constructing, or renovating or building a new one or two family dwelling, additions onto one or two-family dwellings or accessory buildings work under the permit must be substantially completed within 12 calendar months after the time the work is commenced or else the permit shall become invalid. If such permit becomes invalid, no new permit shall be issued covering the same work or any portion thereof if the effect of such permit would be to allow completion of the work begun under the original permit unless an extension or reinstatement of the original permit is granted by the building official after receiving in writing reasons for the delay in completion of the building for good cause (see Section 105.15.1.6). When extending or reinstating a residential permit the building official may impose additional conditions to limit noise, storage of materials or debris, cleanliness of the building site, work hours, construction worker parking or take other actions that will minimize the negative impact of an active construction project for surrounding properties.~~ Furthermore any structural work partially completed on the property

where the permit became invalid shall be removed and the property cleaned to the satisfaction of the building official. If the property owner or holder of the invalidated permit fails to remove the structure and clean the property within 30 days of the invalidation date, then the building official may take the necessary action to have the structure removed and have the property cleaned with all costs assessed against the property owner and if unpaid for 30 days shall be assessed as a lien against the property.

105.4.1.4 With respect to commercial or multifamily building projects, construction activity which has commenced under a valid building permit shall proceed without stoppages of work exceeding ninety (90) days or ninety (90) days after the last inspection after which the building permit may be revoked and become void and the project shall be deemed an inactive construction site for the purpose of this Section. The licensed contractor and/or property owner shall maintain all construction sites in a safe condition and shall provide fencing or other protective barriers if needed for security and safety on active or inactive construction sites. All building sites shall be kept clean so as to minimize unsafe or hazardous conditions and unsightly appearance. Active construction sites shall be protected as directed by the Florida Building Code and the building official. When extending or reinstating a non-residential or multifamily residential permit the building official may impose additional conditions to limit noise, storage of materials or debris, cleanliness of the building site, work hours, construction worker parking or take other actions that will minimize the negative impact of an active construction project for surrounding properties.

For inactive construction sites the licensed contractor or owner shall remove any silt fencing unless deemed necessary to protect adjacent public or private property from soil erosion or adverse drainage. During the first twelve (12) months after a construction project has become an inactive construction site the licensed contractor or owner shall comply with one of the following actions:

- 1) Paint unfinished surfaces of uncompleted structure(s) with muted or approved paint color and remove construction fencing or set back exterior fencing and cover with a black or muted color screen cover at least ten(10) feet (or approved distance) from all property lines abutting public streets. Provide an approved landscape barrier, sod or other approved surface: such as, but not limited to, mulch within the approved set back area. The approved landscape barrier or sod must be irrigated and maintained in good condition until the project can proceed with active construction. All buildings must be secured in an aesthetic manner to prevent entry in accordance with Section 22-177(108.8) where boarding up openings are used. All construction debris must be removed from the site and overgrowth of grass, weeds and vegetative growth must be mowed regularly to comply with Section 22-177 (302.4) of the Winter Park Code: or
- 2) Remove all incomplete structures (exclusive of the principal building(s) under construction); remove unused materials or store inside incomplete building or place out of view from the surrounding lot lines and maintain the property free of debris and overgrowth in accordance with Section 22-177 (302.4) of Winter Park Code: or
- 3) Provide a written plan and completion time line outlining proposed measures to be taken to maintain the construction site in a safe and aesthetic manner until construction of the project can proceed. The plan must be reviewed and approved by the building official.

In addition to the above required actions for an inactive construction site, after twelve (12) months, at the discretion of the Building Official based on safety concerns, all temporary or non-permitted fencing must be removed and the property shall be maintained free of overgrowth in accordance with Section 22-177 (302.4) of Winter Park Code.

Upon a determination by the building official that the subject project is not in compliance with this section, the licensed contractor or property owner may appeal the building official's decision to the Construction Board of Adjustments and Appeals to affirm or to amend and modify the decision of the building official. Failure to comply with any of these actions will result in the Building Official referring the matter to the Code Enforcement Board. If the Code Enforcement Board finds a serious threat to public health, safety and welfare, the Code Enforcement Board may recommend reasonable repairs to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with a fine. As provided for in Section 162.09, Florida Statutes.

Active construction sites shall be protected as directed by the Florida Building Code and the building official.

105.4.1.5 In addition to any stricter provisions listed in 104.3 for revoking or voiding a permit, failure to obtain an approved inspection within 180 days of the previous approved inspection shall constitute suspension or abandonment. One or more extensions of time, for periods not more than 180 days each, may be allowed by the building official for the permit, provided the extension is requested in writing and justifiable cause is demonstrated prior to the expiration date. The building official shall record the extension of time granted.

105.4.1.6 For good cause shown, in order to keep the permit valid, the building official may grant one or more extensions of time for periods not exceeding 90 days each. Requests for extensions shall be in writing and addressed to the building official, shall state the basis for the request, and shall be filed prior to the expiration of the permit period or any extension thereof previously granted. Such extensions as may be granted shall be in writing by the building official.

105.4.1.6 Good cause for an extension shall include, but not be limited to, the following circumstances beyond the control of the permit holder:

- (1) Acts of God and other natural disasters.
- (2) Material shortages.
- (3) Interruptions due to strikes or other employee job actions.
- (4) Fire, explosion, or some similar catastrophe.
- (5) Financial reversals of a temporary nature.
- (6) Other situations beyond the control of the permit holder.

Section 105.16 is added to read as follows:

105.16 Temporary toilet facilities for workers.

Suitable temporary toilet facilities as determined by the building official in reliance upon normal industry standards shall be provided and maintained in a sanitary condition for the use of workers during construction. Such facilities shall be regularly cleaned and provided in a well-ventilated location and shall be placed at least 15 feet from the side property line of the lot on which it is located and may not be placed in the public right-of-way. The location of temporary toilet facilities on the property may be changed by the building official to recognize unique conditions or a less offensive location for neighbors.

Section 105.17 is added to read as follows:

105.17 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits shall be subject to a penalty of triple the basic permit fee. This provision does not apply if the building official determines that due to emergency work a delay would clearly have placed life or property in imminent danger. The payment of a triple fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The building official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

Sections 105.18 to 105.25 are added to read as follows:

105.18 Building permit valuations. If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the building official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials and labor. The permit valuation may be calculated using the latest Building Valuation Data published by the International Code Council's *Building Safety* magazine or other current valuation data available at the option of the building official or by using the actual contract amount for the construction improvement with the higher amount used for the permit valuation.

The following Section 105.19 replaces Section 109:

105.19.1 Permit fees. On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, a plan review fee for each permit shall be paid as required at the time of applying for the permit, and a fee shall be paid as required at the time of obtaining the permit in accordance with the schedule as established by the city commission of the city as set forth in its schedule of fees. The established permit and plan review fee shall include the costs of services for enforcing the land development code in the areas of plan review, inspection, and preliminary consultation for a project and administration of the land development code. The amount of refunds for any building permit, including single-family dwellings, shall be determined by deducting the cost of all city services including but not limited to plan review fees. When one year has elapsed from the time of issuance of a permit, no refunds shall be processed. No new permit shall be issued to a building permit applicant who has outstanding unpaid fees from any previous permit issued to said applicant, including but not limited to re-inspection fees, impact fees, or "Stop work order" charges or who has outstanding permits which have not received either final inspection approval or a release on abandoned projects after more than six months of inactivity except for extenuating circumstances such as good cause as delineated under Section 105.15.1.6.

105.19.2 Electronic filing of permit documents. After all applicable city departments have reviewed and approved submitted permit documents and plans filed as part of an application for a building permit, and after all required corrections are made to the submitted permit documents and plans, prior to final issuance of the approved permit. The permit applicant must submit an electronic copy of the approved permit documents and plans in a format compatible with the city's electronic storage and retrieval system prior to obtaining the building permit, or the permit applicant may pay a fee in lieu of providing the electronic copy of the approved plan documents. The fee shall be the city's cost plus administrative costs to produce an electronic copy of the approved permit documents and plans and shall be listed in the city's most recently adopted or amended schedule of fees as approved by the City Commission. The building official may allow the building permit to be issued prior to providing the electronic permit documents and plans to prevent delays in the construction project. However, such electronic documents and plans must be submitted within thirty (30) days of issuing the building permit. In addition, when plan revisions occur during the construction process, the permit applicant must submit an electronic copy of the final construction documents with approved revisions prior to final inspection approval of the project or the permit applicant may pay a fee in lieu of providing the electronic copy of the final construction documents with approved revisions as referenced in this section. The implementation of these provisions for electronic filing and storage of permitting documents may be suspended or amended to implement any improved methods of permit document storage which become available.

105.20Tents. Temporary tent structures with an area of 100 square feet or less which do not block access to buildings, violate zoning setbacks and are not used to expand or provide a commercial business do not require a permit. Temporary for the purpose of this section shall be defined as 7 calendar days or less. Temporary structures over 100 square feet shall comply with Section 3103 of the Florida Building Code.

105.21 Additional data. The building official may require details, computations, stress diagrams, surveys and other data necessary to describe the construction, ensure proper building placement on a site, to verify code compliant installation(s) and to determine the basis of calculations provided.

105.22 Contractor/owner responsibility.

105.22.1 The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean, free of overgrown weeds and grass over 12 inches and the accumulation of construction debris must not remain on the property for a period of time exceeding 10 days. Violation of these conditions shall authorize the building official to place a stop work order on such jobs in violation of this section and require removal of debris and overgrowth. Other remedies shall include referring the violation to the code enforcement board or having all debris removed from job site by the city and charging all costs to the contractor or the property owner and if unpaid for 30 days shall be assessed as a lien against the property.

105.22.2 The contractor, the owner or his agent, upon completion of a building or construction project, shall immediately remove all walkways, debris and all other obstructions and leave such public property in as good a condition as it was before work was commenced and shall replace all broken curbs, sidewalks or other damaged public utilities or property to the satisfaction of the Public Works Department prior to obtaining a certificate of occupancy/completion or within 14 calendar days from notification if no certificate of occupancy/completion is issued. Failure to correct damaged public property

will result in the city taking action to make corrections and all costs incurred will be charged to the property owner and/or contractor, and a lien will be placed against the property for the costs of repairs.

105.23 Demolition - Rodent and dust control. In order to control spread of infestation by rodents, the building official may require proof that a building proposed to be demolished is free of rodents. Such proof may be certification by a state certified pest control operator that the building is free of infestation by rodents. Dust control shall be maintained at all times during demolition by watering or other protective means. This Section shall apply to all buildings, residential and non-residential as directed above. In addition, Section 3303 of the Florida Building Code, Building shall apply where applicable.

105.24 Notice provision for demolition of buildings.

(a) Prior to the issuance of a permit for the demolition of a building, the property owner or the designated representative of the owner of the building proposed for demolition shall post a notice on the property where the building is located so as to be easily visible and readable from the abutting street frontage and shall remain in place for 30 days. This notice shall be provided by the City and shall include the following information:

- (1) Owner of the property.
- (2) Date of posting the notice.
- (3) Address of the building planned for demolition and statement that the building will be demolished at the end of the posting period.

(b) Buildings not required to follow the notice of demolition provisions of this section:

1. Buildings which are determined to be a safety hazard, unsafe, a public nuisance, or otherwise dangerous and require immediate removal.
2. Accessory buildings, such as detached carports, garages, sheds, storage buildings, arbors, boathouses, greenhouses, and similar detached structures.
3. Other buildings as determined by the building official, such as certain commercial or multifamily buildings, but not including any building listed on the city's registry of historical buildings.

~~**105.25 Underground utilities.** In order to improve the aesthetic appeal of the city and to reduce hazards from wind storms, all utility lines such as electric, telephone, cable TV and other utilities shall be placed underground in conjunction with new construction, substantial renovation, and repair of buildings, signs or other structures or when a building is undergoing an electrical service upgrade, from a 200-amp service to a greater amp service. Substantial renovation shall be renovation and/or additions whose building permit value exceeds 50 percent of the value of the existing improvements on the most current property tax roll. The city recognizes that certain physical elements such as existing buildings, swimming pools, large trees and such may impose unreasonable hardships on the property owner's compliance with the placement of utilities underground. Upon confirmation of these hardships by the utility companies, the building official may waive this requirement. [Moved to Section 112.4]~~

Section 106.2 is added to read as follows:

107.2.1106.2 Site plan and site management plan

107.2.1.1~~106.2.4~~ Site drawings. Drawings shall show the location of the proposed building or structure and of every existing building or structure on the site or lot. The building official may require a boundary line survey prepared by a qualified surveyor.

~~**106.2.2 Construction site management.** The building official may require a detailed site management plan and completion schedule prior to the approval of a building permit or during the process of completing any active or inactive construction or demolition project. The site management plan shall, at a minimum, provide specific information outlining where all construction worker parking, construction equipment, material storage and temporary structures will be located on the site under construction or on nearby properties, and the plan is subject to review and approval by the building official. Additionally, traffic routes to and from the site, pedestrian safety barriers and fencing shall be included on the site management plan and shall be identified for approval. The site management plan must also reflect where displaced public or private parking is temporarily located during the term of the project to the maximum extent feasible. Failure to comply with the approved site management plan shall result in the placement of a "stop work" order as outlined in Section 114, the issuance of a citation, by referring the violation to be heard by the Code Enforcement Board or any other remedy provided at law. The approved construction site management plan must be kept at the construction site and be available at all times during the construction process and be made available to the building official or city inspectors. [Moved to Section 3301.3]~~

Section 107.7 is added to read as follows:

107.7 Hazardous occupancies. The building official may require the following:

1. General site plan. A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities per hazard class of hazardous materials stored.
2. Building floor plan. A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous material storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored.

SECTION ~~409~~ 110 INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

11009.2 Existing building Preliminary inspections. Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. ~~He shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.~~

11009.2 Manufacturers and fabricators. When deemed necessary by the building official, he shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. ~~A record shall be made of every such examination and inspection and of all violations of the technical codes.~~

11009.3 Inspection service. ~~The building official may make, or cause to be made, the inspections required by Section 105110. The specific required inspections and inspection sequence shall be determined upon application for a building permit. The building official may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector, architect or engineer performing building code inspections in a manner specified by the building official. All persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.~~

110.3 Required inspections. The building official upon notification from the permit holder or his or her agent shall make the following inspections, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Required inspections listed in Section 110.3 are amended as follows:

Building

1.1 Foundation inspection: To be made after trenches are excavated and forms erected and shall at a minimum include the following building components:

- ☐ stem-wall
- ☐ monolithic slab-on-grade
- ☐ piling/pile caps
- ☐ footers/grade beams
- ☐ column pads
- ☐ waterproofing
- ☐ footer steel grounding

1.2 Slab Inspection: To be made after the reinforcement is in place, all concealed conduit, piping, ducts and vents are installed, termite soil treatment, sub-grade electrical, plumbing, and mechanical work is complete. Slab shall not be poured until all previous required inspections have been approved.

1.3 A foundation survey prepared and certified by a registered surveyor shall be required for all new construction prior to approval of the floor slab inspection. The survey shall certify placement of the building on the site, finish floor elevation and indicate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.4. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the authority having jurisdiction.

1.3 Tie Beam/Lintel or Column Inspection (Masonry/reinforced concrete construction only): To be made after all reinforcing steel is in place and clean outs provided.

2. Framing inspection: To be made after the roof, all framing, fireblocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:

- ☐ window/door framing and installation.
- ☐ vertical cells/columns
- ☐ lintel/tie beams
- ☐ framing/trusses/bracing/connectors
- ☐ draft stopping/fire-blocking
- ☐ curtain wall framing
- ☐ energy insulation (To be made after the framing inspection is approved & insulation is in place)
- ☐ accessibility provisions
- ☐ verify rough opening dimensions are within tolerances.

3. 1 Sheathing inspection: To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- ☐ roof sheathing
- ☐ wall sheathing
- ☐ sheathing fasteners
- ☐ roof/wall/dry-in

NOTE: Sheathing fasteners installed and found to be missing on the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.

3.2. Fire rated component inspection: To be made when components are in place and fasteners are visible for all wall, floor, roof or ceiling assemblies.

4. Roofing inspection: To be made as two inspections on tile, slate or similar roof coverings or as one inspection on all other roof coverings, and shall at a minimum include the following building components:

- ☐ dry-in
- ☐ insulation
- ☐ roof coverings
- ☐ flashing

5. Final inspection: To be made after the building is completed and ready for occupancy.
5.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.
6. Swimming pool inspection:
- ☐ First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
 - ☐ Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.
 - ☐ In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in the Florida Building Code (Section 424.2.17).
7. Demolition inspections:
- ☐ First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
 - ☐ Final inspection to be made after all demolition work is completed.
8. Manufactured building inspections. The building department shall inspect construction of foundations; connection of buildings to foundations; installation of parts identified on plans as site installed items joining the modules, including utility crossovers; utility connections from the building to utility lines on site; utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities.(see Section 423.27.20).
9. Where impact resistant coverings or impact resistant systems are installed, the building official shall schedule adequate inspections of impact resistant coverings or impact resistant systems to determine the following: The system indicated on the plans was installed. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection: To be made after trenches or ditches are excavated, conduit or cable installed, footer steel grounding is in place and before any backfill is put in place.
2. Rough-In inspection: To be made after the roof, framing, fire-blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection: To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Temporary power inspection: To be made after temporary power pole is in place and properly supported.
5. New electrical service inspection: To be made when all electrical work is complete and prior to energizing the electrical service.

Plumbing

1. Underground inspection: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-In inspection: To be made after the roof, framing, fire-blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to the installation of wall or ceiling membranes. Additional inspections shall include top out, tub sets, sewer and water service inspections
3. Final inspection: To be made after the building is complete, all required plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, (Plumbing) for required tests.

Mechanical

1. Underground inspection: To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-In inspection: To be made after the roof, framing, fire-blocking and bracing is in place and all ducting and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. Final inspection: To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection: To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
2. Final piping inspection: To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection: To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to insure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Add Section 110.7 to read as follows:

11009.7 Final inspections. The licensed contractor and permit holder shall be responsible for obtaining final inspections and a certificate of occupancy/completion for all permits within a timely manner after completion of work. Timely shall mean within 30 calendar days after completion of work. Failure to obtain such final inspections and certificates of occupancy/completion shall be a violation of this article.

Section 110 ~~110~~ 111 Certificate of Occupancy

Add Section 440.1.4 111.1.1 to read as follows:

1110.1.1 Issuing Certificate of Occupancy. Upon completion of construction of a building or structure and installation of electrical, gas, mechanical and plumbing systems in accordance with the technical codes, reviewed plans and specifications, and after the final inspection, and after verification that all septic system permits have received an approved final inspection where applicable, and after approval of other City departments involved in the inspection of the building or site, the building official shall issue a Certificate of Occupancy containing the information listed in Section 1110.2 of the Florida Building Code and any other information required by the city. Delays in obtaining a certificate of occupancy by the contractor or property owner after fulfilling the above listed conditions will result in the automatic issuance of the certificate of occupancy with the issuance date recorded as the date on which final inspection approval occurred.

Add Section 112.4 & .5 to read as follows:

~~112.4~~105.25 Underground utilities. In order to improve the aesthetic appeal of the city and to reduce hazards from wind storms, all utility lines such as electric, telephone, cable TV and other utilities shall be placed underground in conjunction with new construction, substantial renovation, and repair of buildings, signs or other structures or when a building is undergoing an electrical service upgrade from a 200 amperage service to a greater amperage service. Substantial renovation shall be renovation and/or additions whose building permit value exceeds 50 percent of the value of the existing improvements on the most current property tax roll published by the Orange County Property Appraiser. The city recognizes that certain physical elements such as existing buildings, swimming pools, large trees and such may impose unreasonable hardships on the property owner's compliance with the placement of utilities underground. Upon confirmation of these hardships by the utility companies, the building official may waive this requirement.

SECTION 1123.5 TESTS

113.1 For products not covered under the statewide product evaluation and approval system, the building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

SECTION ~~442~~ 113 CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

1123. Construction board of adjustments and appeals.

1132.1 Membership. There is hereby established a board to be called the construction board of adjustments and appeals, which shall consist of 7 members and one alternate member. The alternate member of this board shall also be licensed and employed or practicing in one of the trades regulated by this board. The board shall be comprised of 2 licensed contractors (building, residential or general), one(1) practicing architect, one structural engineer, one master electrician, one master plumber and one mechanical contractor or mechanical engineer. The board shall be appointed by the mayor and confirmed by the city commission.

1132.2 Terms of office. Members shall be appointed for terms of 3 years. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

1132.3 Quorum. Four members of the board shall constitute a quorum, in the case of a matter or case concerning an electrical, plumbing or mechanical matter before the board, the respective appointee knowledgeable of that field shall be present in order to make a decision. In hearing appeals of the enforcement of the application of any provisions of the building codes including electrical, plumbing, fuel gas or mechanical volumes of the Florida Building Code or in modifying an order of the building official, affirmative votes of the majority present, but not less than 3 affirmative votes, shall be required. A board member shall not act in a case in which he has a personal interest.

1132.4 Secretary of board. The building official shall act as secretary of the construction board of adjustments and appeals and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member, the absence of a member, and any failure of a member to vote.

1132.5 Authority. The construction board of adjustments and appeals shall have the power to hear appeals of decisions and interpretations of the building official of this code and shall also have the authority to suspend or revoke the certificate of competency or state certification (within the city) of any residential, building, general, roofing, swimming pool , electrical, plumbing, mechanical or other specialty contractor doing work in the city who is found by the board to be guilty of one or more of the following acts or omissions:

- (1) Fraud or deceit in obtaining a certificate of competency.
- (2) Negligence, incompetence or misconduct in the practice of contracting within the meaning of this chapter.
- (3) Willful and deliberate disregard of or violation of this chapter or of any state statute concerning contractor licensing.

1132.6 Decision of the building official. The owner of a building, structure or service system, or his duly authorized agent, may appeal a decision of the building official to the construction board of adjustment and appeals whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case.
4. The true intent and meaning of this code or any of the regulations thereunder have been misconstrued or incorrectly interpreted.

1132.7 Procedures. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet expeditiously after notice of appeal has been received within 21 days but no more than 30 days.

1132.8 Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the decision is rendered by the building official. Appeals shall be in a form acceptable to the building official.

1132.9 Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system which, in the opinion of the building official, is unsafe, unsanitary or dangerous, the building official may, in his order, limit the time for such appeals to a shorter period.

1132.10 Decisions. The construction board of adjustment and appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of this code, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A copy of the decision shall be sent by mail or hand delivery to the appellant, and a copy shall be kept publicly in the office of the building official. Every decision of the board shall be final, subject however to such remedy as any aggrieved party might have at law or in equity. Appeals from the decision of the construction board of adjustments and appeals relating to provisions of the Florida Building Code, other than local amendments, may be appealed to the Florida Building Commission, pursuant to section 120.569 Florida Statutes, regarding the local government's action.

Section 114 is amended as follows:

114.1 Violation of code provisions. The building official may revoke a permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code or the code of ordinances of the city.

Section 115 is amended as follows:

115.1.1 Stop work orders. Upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or the code of ordinances of the city or in a dangerous or unsafe manner, shall immediately cease, regardless of whether permitted plans have been reviewed by the city or permits have been issued. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, or by posting the building, structure or property upon which work is being performed and shall state the reason(s) for stopping work. In an emergency situation, the building official shall not be required to give a written notice prior to stopping the work. Remedial action to correct violations or deficiencies shall be addressed by the owner, contractor or designer in a timely manner not to exceed time limits as set by the building official. Such remedial or corrective action shall be submitted for review and approval to the Building Department when required.

Section 115 is added as follows:

1165 Unsafe buildings or systems.

1165.6.1 Abatement. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or unsafe service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of Section 108 of the International Property Maintenance Code or other provisions of the building and property maintenance code of the city where applicable. All repairs shall be in performed in accordance with the Florida Building Code.

1165.6.2. Public nuisances. Public nuisances are defined in section 22-177(202) under "nuisance". When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by this code, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the building official or his designee or the code enforcement board is authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined in this chapter. These powers are hereby declared to be remedial and essential for the public interest, and it is intended that such powers be liberally construed to effectuate the purposes stated herein.

1165.6.3. Vacant buildings. No vacant building may be boarded up for a period of time exceeding 60 days unless granted a waiver by the building official. All vacant buildings or buildings permitted to be boarded up shall be maintained in accordance with section 22-177(303.6). Exterior walls and all boards used to enclose the building must be neatly fitted within window and door openings and must be painted to blend in with the color of the building, but shall not be brightly colored such as bright red, orange, green, or purple colors but rather shall be muted colors such as but not limited to tan or grey.

Section 116 is added as follows:

SECTION 116. VIOLATIONS AND PENALTIES

116.1 Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted there under, shall be guilty of a misdemeanor of the second degree. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued. Upon conviction of any such violation such person shall be punished within the limits as provided by law and local ordinance.

Section 202 is amended by adding or altering the following definitions:

Building department: The city's building and code enforcement department.

Building official: The officer or other designated authority, or his duly authorized representative, charged with the administration and enforcement of this chapter, also, known as the director of building and code enforcement.

Section R302.1 is amended as follows:

~~**R302.1 Exterior walls.** In addition to the requirements listed in Section R302.1 and Table R302.1 all buildings located 3 feet or less to a lot line shall provide one hour fire rating with exposure from both sides without openings. Alternate protected openings by an approved fire rated material may be considered on a case by case basis.~~

Section R4101.17.4 is added as follows:

R4101.17.4 Swimming pool enclosure protection.

Prior to the start of construction on public or private swimming pools, the permanent fence or wall meeting all applicable requirements of the Florida Building Code, Residential Volume, Chapter 41, or a temporary fence at least four (4) feet in height above the grade shall be installed. This fence or wall shall be closed, latched and locked at all times, except when work is in progress and workmen are on the site. The temporary fence shall not be removed except when the permanent fence, wall, enclosure or swimming pool is being actively constructed. At no time shall the pool be left by workmen unless secured by either the permanent or temporary enclosure. Swimming pool barrier protection shall allow bodies of water such as lakes, canals and streams to serve as one side of the required barrier when the water frontage is at least six feet wide beyond the shoreline, and the side yard fence barrier proceeds at least one foot into the water body or the fence continues to the top of a canal or stream bulkhead wall. Provisions in this section shall also apply to swimming pools on multi-family or commercial building sites.

Section 903.1 shall be in addition to the fire sprinkler provisions required in the Florida Building Code is amended as follows:

903. Automatic sprinklers systems

Approved automatic sprinkler systems installed in buildings shall comply with Section 903 of the Florida Building Code and in addition shall meet the following provisions:

903.1 Where required

903.2 Approved automatic sprinkler systems shall be provided in all buildings in the ~~Central Business District~~ Commercial zoning district (C-2) as defined in the Land Development Code (Chapter 58).

~~**903.2.1** An approved automatic sprinkler system shall be provided in all Group A-1 through A-5 occupancies with Type V construction.~~

~~**903.2.2 Group E (educational)** An approved automatic sprinkler system shall be provided in all Group E occupancies.~~

~~903.2.3. Group F-1 – (factory industrial).~~ An approved automatic sprinkler system shall be provided throughout all Group F (factory industrial occupancies) which exceed 1,000 square feet in fire area.

~~903.2.4. Group H – (Hazardous).~~ An approved automatic sprinkler system shall be provided throughout all group H occupancies.

~~903.2.5 Group I – (Institutional).~~ An approved automatic sprinkler system shall be provided in all group I (institutional occupancies).

~~903.2.6. Group M (mercantile).~~ An approved automatic sprinkler system shall be provided in all Group M one-story buildings over 5,000 square feet in fire area, and all Group M buildings over one-story in height and exceeding 10,000 square feet in fire area.

~~903.2.8 – 903.2.9. Group S – (storage).~~ An approved automatic sprinkler system shall be provided throughout all Group S (storage occupancies) which exceed 2,000 square feet in fire area.

Section 1609.1.5 is amended as follows for the purpose of determination of design wind loads in Winter Park:

Section 1609.3 Basic wind speed. The ultimate design wind speed V_{ult} in miles per hour, for the development of the wind loads shall be determined by Figures 1609A, 1609B and 1609C. The ultimate design wind speed V_{ult} for use in the design of Risk Category II buildings and structures shall be obtained from Figure 1609A. The ultimate design wind speed V_{ult} for use in the design of Risk Category III and IV buildings and structures shall be obtained from Figure 1609B. The ultimate design wind speed V_{ult} for use in the design of Risk Category I buildings and structures shall be obtained from Figure 1609C. The exact location of wind speed lines shall be established by local ordinance using recognized physical landmarks such as major roads, canals, rivers and lake shores wherever possible. For the purpose of complying with the structural requirements related to wind loads, all buildings and structures including one and two family dwellings shall comply with the following ultimate design wind speeds V_{ult} :

- 1) Risk Category I: 130 mph
- 2) Risk Category II: 139.9 mph
- 3) Risk Category III & IV: 150 mph

~~be designed for a minimum wind load of 110 mph~~ 130 in accordance with Figures 1609A, 1609B and 1609C including designs As indicated in Figures 1609 A, B, & C linear interpolation between wind contour lines is permitted.

Exception: Buildings designed utilizing one of the alternate prescriptive wind design standards permitted in the Florida Building Code.

This wind ~~speed load~~ determination is an administrative amendment to the Florida Building Code for the purpose of giving guidance to designers and to provide uniformity with neighboring jurisdictions and is not a local technical amendment or change in the published Florida Building Code wind load criteria.

Section 3301.3 is added as follows:

3301.3 106.2.2 Construction site management. The building official may require a detailed site management plan and completion schedule prior to the approval of a building permit or during the process of completing any active or inactive construction or demolition project. The site management plan shall, at a minimum, provide specific information outlining where all construction worker parking, construction equipment, material storage and temporary structures will be located on the site under construction or on nearby properties, and the plan is subject to review and approval by the building official. Additionally, traffic routes to and from the site, pedestrian safety barriers and fencing shall be included on the site management plan and shall be identified for approval. The site management plan must also reflect where displaced public or private parking is temporarily located during the term of the project to the maximum extent feasible. Failure to comply with the approved site management plan shall result in the placement of a "stop work" order as outlined in Section 114, the issuance of a citation, by referring the violation to be heard by the Code Enforcement Board or any other remedy provided at law. The approved construction site management plan must be kept at the construction site and be available at all times during the construction process and be made available to the building official or city inspectors.

Section 2. Article V, "Property and Building Maintenance", Chapter 22 of the Code of Ordinances of the City of Winter Park is hereby amended and to read as follows:

Sec. 22-176. Code adopted. The International Property Maintenance Code, ~~2009~~ 2012 edition, as published by International Code Council, Inc., is hereby adopted by reference, together with modifications and amendments contained in this article, and shall be known as the property and building maintenance code of the city. All references within the International Property Maintenance Code to the International Code(s) shall refer to the applicable Florida Building Code(s).

The International Property Maintenance Code, ~~2000~~ 2012 edition, is hereby amended in the following respects:

General: All references to the International Building, Plumbing, Mechanical, Fuel Gas, Fire, Electrical and Zoning Codes shall mean the respective building, residential, plumbing, mechanical, gas, fire, electrical, and zoning codes of the city.

Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the property and building maintenance code of Winter Park, hereinafter referred to as "this code."

Section 103 is deleted.

Section 106.6 is added to read as follows:

106.6 Codes and ordinances enforced. The provisions of this article are an additional and supplemental means of enforcing city codes and ordinances and may be used for the enforcement of this article. Nothing contained in this article shall prohibit the city from enforcing its codes and ordinances by any other means.

Section 108.1.1 is amended to read as follows:

108.1.1 Unsafe structures. An unsafe structure is one that is found to be a nuisance or dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible or is determined to be unsafe based on the definition of "Unsafe Building" in section 22-29 of this chapter.

Sections 108.7 and 108.8 are added as follows:

108.7. Public nuisances. Public nuisances are defined in section 22-177(202) under "nuisance". When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by this code, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the building official or his designee or the code enforcement board is authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined in this code. ~~or in the Standard Unsafe Building Abatement Code, 1985 edition.~~ These powers are hereby declared to be remedial and essential for the public interest, and it is intended that such powers be liberally construed to effectuate the purposes stated herein.

108.8. Vacant buildings. No vacant building may be boarded up for a period of time exceeding 60 days unless granted a waiver by the building official. All vacant buildings or buildings permitted to be boarded up shall be maintained in accordance with section 22-177(303-6304.6) "Exterior walls," and all boards used to enclose the building must be neatly fitted within window and door openings and must be painted to blend in with the rest of the building.

Section 110.1 is amended to read as follows:

110.1 General. The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than 90 days, to demolish and remove such structure; or where a nuisance exists, the code official shall order the owner of the premises to correct or remove conditions causing the nuisance. The existence of a nuisance shall constitute a violation of this code.

Section 111 (including subsections 111.1 through 111.8 inclusive) is amended to read as follows:

Applications for appeals from the enforcement of provisions of this code shall be heard by the construction board of adjustment and appeals under the criteria and guidelines addressed in the building code of the city, as adopted in this ~~chapter~~ article.

Section 202. General definitions is amended by adding or altering the following definitions:

Code official. The official who is charged with the administration and enforcement of this code, or any duly authorized representative, and also known as the building official.

Department. The building and code enforcement ~~division of the planning and community development~~ department.

Nuisance. The following shall be defined as nuisances: It is a public nuisance for any person owning, leasing, occupying or having charge of any premises in this city to maintain, or permit to exist, such premises in such manner that any one or more of the following conditions are to exist thereon:

- (1) Any public nuisance known at common law or in equity jurisprudence.
- (2) Any attractive nuisance which may prove detrimental to children whether in a building, on the premises of a building, or upon an unoccupied lot. This includes any abandoned wells, shafts, basements, or excavations; abandoned refrigerators and motor vehicles; any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may prove a hazard for inquisitive minors.
- (3) Whatever is dangerous to human life or is detrimental to health, as determined by the Orange County Environmental Health Department or the code official.
- (4) Overcrowding a room with occupants.
- (5) Insufficient ventilation or illumination.
- (6) Inadequate or unsanitary sewage or plumbing facilities.
- (7) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the Orange County Health Department or the code official.
- (8) Any place or premises which have been used on more than two occasions as the site of the unlawful sale or delivery of controlled substances.
- (9) Any building or premises declared to be a public nuisance by the nuisance abatement board.
- (10) Land, the topography, geology or configuration of which, whether in natural state or as a result of grading operations, excavation or fill, causes erosion, subsidence or surface water drainage problems of such magnitude as to be injurious or potentially injurious to the public health, safety and welfare or to adjacent properties.
- (11) Buildings which are abandoned for a period of six months, or permitted to remain unreasonably in a state of partial destruction for a period of four months without a building permit having been obtained and substantial construction performed, or permitted to remain unreasonably in a state of partial construction without substantial

construction being performed. Substantial construction shall mean construction sufficiently noticeable to the public to give notice of ongoing construction work.

- (12) The failure to close, by such means as are acceptable to the code official, all doorways, windows and other openings into vacant structures.
- (13) Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief.
- (14) Vegetation, including dry grass, dead shrubs, dead trees, combustible refuse and waste, or any material growing upon the area between the traveled way and the property line, sidewalks or upon private property which by reason of size, manner of growth and location would create any one or more of the following:
 - a. A condition likely to constitute a fire hazard to any building, improvement or other property, or when dry will in reasonable probability constitute a fire hazard;
 - b. A condition likely to harbor rats, vermin or other similar creatures constituting a health hazard; or
 - c. Causes appreciable harm or material detriment to the aesthetic and/or property values of surrounding property.
- (15) Dead, decayed, diseased or hazardous trees, weeds and other vegetation:
 - a. Dangerous to public safety and welfare; or
 - b. Causing appreciable harm or material detriment to the aesthetic and/or property values of surrounding property.
- (16) The accumulation and storage on any premises for more than 10 days of abandoned, wrecked, dismantled or inoperative automobiles, trailers, campers, boats, other mobile equipment, or major part thereof within the view of persons on public or other property adjacent to the premises.
- (17) Attractive nuisances dangerous to children in the form of:
 - a. Abandoned and broken equipment; or
 - b. Unprotected and/or hazardous pools, ponds and excavation; or
 - c. Neglected machinery.

- (18) Waste on the premises which by reason of its location is unsightly and interferes with the reasonable enjoyment of property by neighbors, detrimentally affects property values in the surrounding neighborhood or community or which would materially hamper or interfere with the suppression of fire upon the premises or adjacent premises and which is visible from public property or from neighboring properties for a period of time in excess of ten days. "Waste" is defined for the purpose of this section as unused or discarded matter and material which consists (without limitation or exclusion by enumeration) of such matter and material as rubbish and refuse and matter of any kind including, but not limited to, rubble, debris, asphalt, concrete, plaster, tile, rocks, bricks, soil, building materials, crates, cartons, containers, boxes, furniture and household equipment or parts thereof, lumber, trash, dirt, machinery or parts thereof, scrap metal and pieces of metal, ferrous or nonferrous, bottles, bedding, etc.
- (19) The accumulation of dirt, litter or debris in vestibules, doorways or the adjoining sidewalks of commercial or industrial buildings.
- (20) The maintenance of signs and/or sign structures relating to uses no longer conducted or products no longer sold on vacant commercial, office, industrial or institutional buildings more than 45 days after such building becomes vacant.
- (21) The maintenance of any structure in a defective, unsightly, deteriorated and unrepaired condition, which is viewable from a public right-of-way or viewable from the sites of neighboring properties, where such condition would cause appreciable harm or material detriment to the aesthetic and/or property values of surrounding properties.
- (22) The substantial lack of maintenance of grounds within the city on which structures exist, where the grounds are viewable by the public from a public right-of-way or viewable from the sites of neighboring properties, where such condition would cause appreciable harm or material detriment to the aesthetic and/or property values of surrounding properties.

Section 302 shall be amended to read as follows:

302.1 Sanitation and storage of materials. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. It shall be unlawful for any person to permit any old, broken lumber, rusted or unused equipment, discarded refrigerators, stoves, old pipe or other used, discarded and worn, unsightly articles or materials to remain in any yard or open area owned, occupied or in the possession of such person for a period of more than five days.

It shall be unlawful for the owner or occupant of a building, structure or property to utilize the premises of such property for the open storage of any abandoned motor vehicle, icebox, refrigerator, stove, glass, building material building rubbish or similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such property clean and to remove from the premises all such abandoned items as listed above, including but not limited to weeds, dead trees, trash, garbage, etc., upon notice from the code official.

Section 302.4 shall be amended as follow:

302.4. Weeds and overgrowth.

302.4.1 Clearing overgrowth. The owner or the agent of such owner or occupant of any lot, place or area within the city shall not permit any trash, rubbish or noxious matter to remain lying on such lot, place or area or upon any sidewalk or street right-of-way abutting the lot, place or area. Upon sidewalks, noxious matter shall include accumulations of sand, leaves, algae growth, slippery conditions, food or food residue, and vegetation. Likewise, such owner, his agent and the occupant shall not permit any weeds or grass to grow to a height exceeding 12 inches upon any portion of such lot, place or area or upon any sidewalk, over street curbs or street right-of-way abutting such lot, place or area. For land being used for a bona fide commercial agricultural purpose, the limitation on the height of grass or weeds shall only apply to the first 20 feet of such lands abutting a public street or adjacent developed property. The limitation on the height of grass or weeds shall not apply to undeveloped wild land that remains in a natural state unless determined to be a fire hazard or other health hazard as determined by the code official.

302.4.2 Notice. The city shall notify in writing the owner of any lot, place or area within the city or the agent of such owner or the occupant to cut, destroy or remove any weeds, grass, trash, rubbish or noxious matter found growing, lying or located on such owner or occupant's property or upon the sidewalk or street right-of-way abutting the property and that, upon the failure of the owner or agent or occupant to do so. The city will cause such weeds, grass, rubbish or noxious matter to be cut, destroyed or removed. Such notice shall be by certified mail, addressed to the owner or agent of the owner or occupant, at his last known address, or by hand delivery to the owner or agent of the owner or occupant. In lieu of notice by certified mail, a notice may be posted on the property upon which the violation is alleged to exist and at the office of code enforcement, and proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date, and the place of its posting. Notice by posting may run concurrently with, or may follow an attempt or attempts to provide notice by hand delivery or by mail, as required by this subsection.

302.4.3 Clearing by city. Upon failure, neglect or refusal of any owner, agent or occupant notified as provided in this article to cut, destroy or remove weeds, grass, trash, rubbish or noxious matter growing, lying or located upon such owner or occupant's property or upon the sidewalk or street right-of-way abutting property, within five days of posting the property as provided for in this article, or within five days upon receipt of the written notice provided for in this article or within five days after the date of such notice, if the notice is returned to the city because of the inability of the post office to make delivery thereof, provided the notice was properly addressed to the last known address of such owner, agent or occupant, the city may, in addition to any other penalties provided for in this Code, pay for the cutting, destroying or removing of such weeds, grass, trash, rubbish or noxious matter or effect the removal by the city.

302.4.4. Charges. When the city has affected the removal of obnoxious growth or has paid for its removal the actual cost thereof, including administrative costs, plus accrued interest at the

rate of twelve percent per annum beginning 30 days after completion of the work, shall be charged to the owner or occupant of such property.

302.4.5. Lien. Where the full amount due the city is not paid by such owner or occupant within 30 days after the cutting, destroying or removal of weeds, grass, trash, rubbish or noxious matter as set forth in sections 302.4 and 302.4.4, such charges are declared a lien upon the property and the provisions of sections 102-135 shall apply.

Section 302.8 shall be amended to read as follows:

302.8 Abandoned and disabled motor vehicles.

302.8.1. Definitions:

Abandoned motor vehicle means any motor-driven vehicle, regardless of size, which is left unattended for a period exceeding 48 hours.

Disabled motor vehicle means any motor-driven vehicle, regardless of size, which is incapable of being self-propelled upon the public streets of the city or which does not meet the requirements for operation upon the public streets of the city, including a current motor vehicle license. A motor vehicle shall be considered abandoned or disabled if it is in a state of evident disuse, neglect or abandonment. Evidence of disuse, neglect or abandonment may include, without limitation, factors such as: the vehicle being wrecked or inoperative; the vehicle being partially dismantled, having no engine, transmission, or other major or necessary parts; the vehicle having no valid license tag; there being vegetation underneath the vehicle as high as the vehicle body or frame; there being refuse or debris collected under the vehicle; the vehicle being used solely for storage purposes; or the vehicle being in any physical state rendering it inoperable or unsightly to the neighborhood.

302.8.2. Responsibility and liability. It shall be the joint and several responsibility of both the property owner upon whose property a disabled or abandoned motor vehicle is located and the owner of such vehicle to meet the requirements of this article, and the property owner and vehicle owner shall both be subject to any and all penalties for violations hereof. The property owner and vehicle owner shall jointly and severally be liable to the city for the payment of any unrecovered expenses incurred by the city in the removal and disposition of motor vehicles. If the expenses are not paid upon demand, a lien shall be placed upon the property and the vehicle for the amount of such expenses and costs.

302.8.3. Enforcement. It shall be the duty of the police department to enforce this article for disabled or abandoned motor vehicles within the public right-of-way or on public property. The code enforcement division of the planning and community development department shall enforce provisions of this article relating to disabled vehicles on private property.

302.8.4. Notice of violation.

302.8.4.1. When a disabled motor vehicle is found to be in violation of this article, a code inspector or a police officer shall give the owner on whose property the disabled motor vehicle is located a notice that the vehicle is in violation of this article and must be

removed within ten days. This notice shall be in writing and shall state the date on which the ten days' notice shall expire and shall further state that if the notice has not been complied with and the disabled motor vehicle removed within such ten calendar days that enforcement of this article will ensue. Should the owner of the property upon which the disabled motor vehicle is located not be an occupant or not in possession of this property, in addition to such notice to the owner, the notice shall be served upon the occupant or person in possession of the property. The code inspector or police officer shall make every reasonable attempt to ascertain the owner of the vehicle, and shall notify any such vehicle owner so identified within either reasonable notice delivered by mail or personal service at any known business or residential address of such owner.

302.8.4.2. Within the ten calendar day period specified in the notice, the owner of the vehicle or the owner of the property or an authorized agent may appeal to the director of code enforcement or his designee. The director of code enforcement or his designee shall determine the validity of the violation and may for good cause extend the time for compliance or removal. If such an appeal is made, no removal shall be required until after the appeal has been finally determined, unless the removal is required under section 98-196.

302.8.4.3. If no appeal is made and the abandoned or disabled vehicle remains in violation after the ten calendar-day period, the city shall cause such vehicle to be removed to a storage facility approved by the city and thereafter disposed of in accordance with applicable state law or city ordinance.

302.8.4.4. Notwithstanding any of the foregoing, all abandoned motor vehicles which are located on public property shall be towed and disposed of in accordance with the notice, sale and disposition requirements of F.S. ch. 705, as revised or amended from time to time.

302.8.5. Disposal of vehicles; entrance upon private property. The city is authorized to enter upon private property for the purpose of seizing and taking into possession any abandoned or disabled vehicle.

302.8.6. Removal. The city is authorized to provide for the immediate removal of any abandoned or disabled motor vehicle to a garage or other place of safety, the cost of such removal to be a lien against the motor vehicle, when the abandoned or disabled vehicle is found unattended upon a bridge or causeway or in any tunnel or on any public highway or street or public parking lot in the following instances:

302.8.6.1. Where such vehicle constitutes an obstruction of traffic; or

302.8.6.2. Where such vehicle has been parked or stored on the public right-of-way or city property for a period exceeding 48 hours.

Section 302.10 shall be added shall read as follows:

302.10. Shrubs, hedges and trees obstructing visibility at intersections.

Shrubs, hedges, trees or plantings shall be kept trimmed so that the visibility for motor vehicle drivers is not obstructed at street intersections and points of ingress and egress to the public right-of-way. Where shrubs, hedges, trees or plantings are not kept so trimmed, in addition to any other penalties provided for in this code, the city may, after notice to the property owner responsible for such violation, enter upon the property where such violation is taking place and cut and trim the hedges or plantings, which are causing such violation to be reduced to a height of 2½ feet above the street curb elevation or cut tree limbs to a height of eight feet above the curb or sidewalk and upon performing such labor may bill the property owner for the actual cost thereof. Shrubs, trees and other vegetation which extend into the public right-of-way, and obstruct visibility at street intersections and points of ingress and egress to the public right-of-way or over hang the sidewalk obstructing pedestrian travel may be cut or trimmed by the city in accordance with the above referenced specifications after providing a 24-hour notice by placing such notice on the door of the abutting dwelling or business or by hand delivery to the occupant of the dwelling or business in order to provide for the public safety. This provision does not limit or prevent the city from taking immediate action to clear any hazardous or unsafe conditions created by trees or vegetation in the public right-of-way.

Amend Section 3034.3 to read as follows:

304.3. Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property, in accordance with Article VII, Numbering of Buildings.

Amend Section 303.6 to read as follows:

3034.6. Exterior walls.

Every exterior wall shall be free of holes, breaks, loose or rotting boards or timber, and any other conditions which might admit rain, or dampness to the interior portions of the walls or to the occupied spaces of the building. All siding material shall be kept in repair. All exterior surfacing material shall be painted or properly surface coated (except brick, stone or other natural material which does not require the application of a weatherproofing substance) and in good repair after scraping and removing any loose paint or surfacing material.

Amend Section 303.14 to read as follows:

3034.14. Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans are employed.

Section 303.19 is added as follows:

3034.1920. Skirting around foundations. Latticework or similar approved material must be installed along continuous openings on the outside perimeter of buildings with floors elevated above the ground and where more than twelve (12) inches of vertical opening area exists from the ground to the building wall. The installation must be performed in an approved aesthetic manner in accordance with typical construction methods in practice.

Amend Section 304.3 to read as follows:

Amend Section 404.3 to read as follows:

404.3 Minimum ceiling heights. Occupiable rooms and habitable spaces shall have a ceiling height of not less than seven feet, six inches (2286 mm). Corridors, bathrooms, toilet rooms, kitchens, storage rooms and laundry rooms shall be permitted to have a ceiling height of not less than seven feet. (2134 mm).

Amend Section 602 to read as follows:

602 HEATING FACILITIES.

602.1. Occupiable rooms and habitable spaces (including every dwelling unit) shall have heating facilities which are properly installed, are maintained in safe and good working conditions, and are capable of safely and adequately heating all habitable rooms and bathrooms.

602.2. Every dwelling unit shall have heating facilities which are properly installed, are maintained in safe and good working conditions, and are capable of safely and adequately heating all habitable rooms and bathrooms.

602.3. Gas heaters listed for unvented use shall be permitted provided the total input rating of the heaters is less than 30 Btu per hour per cu ft (312 W/m³) of room content. Such heaters shall be prohibited in bedrooms.

602.4. The use of any liquid fueled unvented heating appliance shall be prohibited in any enclosed occupied structure within the city. Liquid fueled unvented heating appliances may be used as a temporary measure on construction sites and open well-ventilated work sites when they pose no hazard of ignition or explosion. Such devices must be tested and listed by an approved laboratory according to the requirements of UL647 (1984) and the fuel must be stored in containers meeting ASTM ES-8 for kerosene heaters.

602.5. Any metal flue pipe that has been connected to a wood heating appliance that has experienced a flue fire shall be replaced unless otherwise specified by the manufacturer's instructions.

602.6. Any metal (pre-fabricated) fire place unit that has experienced a chimney fire shall be replaced unless otherwise specified by the manufacturer's instructions.

Section 3. Article II Code Enforcement Citations Chapter 1 of the code of Ordinances of the City of Winter Park is hereby amended as follows:

In Section 1-24 - Schedule of violations and penalties (a) under the heading "Class" and "Violation" the following changes are made:

Class I <u>II</u>	Housing <u>Property & Building Maintenance</u> code violations	<u>Sec 22-176, 177</u>
Class II <u>III</u>	Removal of lakefront vegetation <u>Violation of Shoreline Protection Ordinance</u>	<u>Sec 114-6</u>
III	Construction of seawall without a permit	<u>§ 114-6(b)</u>

Section 4. It is the intention of the city commission of the city that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the city; and that sections of this ordinance may be numbered or renumbered or lettered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be numbered or renumbered or lettered or relettered and typographical errors which do not affect the intent may be authorized by the city manager, without need of public hearing, by filing a corrected or recodified copy of same with the city clerk.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses or phrases under application shall not be affected thereby.

Section 7. This ordinance enacting amendments to the Florida Building Code shall be transmitted to the Florida Building Commission within 30 days.

Section 8. Effective Date. This ordinance shall take effect immediately upon its adoption.

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

Mayor Kenneth W. Bradley

Attest _____
City Clerk Cynthia S. Bonham

Ordinance No. 32 _____