



city commission agenda

Regular Meeting

3:30 p.m.
June 11, 2012
Commission Chambers

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 Finance Director Wes Hamil Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report a. Proclamation – Honoring Ronald Blocker, Orange County School Superintendent b. Acceptance of the Florida Department of Agriculture and Consumer Services On-Site Monitoring Report for the State Energy Program c. Board appointments d. Best Foot Forward--pedestrian safety collaboration	30 minutes
5	City Manager's Report	Projected Time
6	City Attorney's Report	Projected Time

<p>7 Non-Action Items</p> <p>a. Financial Report – April 2012</p>	<p>Projected Time</p> <p>10 minutes</p>
<p>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)</p>	
<p>9 Consent Agenda</p> <p>a. Approve the minutes of 5/14/2012.</p> <p>b. Approve the following purchases, contracts and formal solicitations:</p> <ol style="list-style-type: none"> 1. PR 149360 with Prime Construction Group, Inc. for Site Contractor Services for Ward Park Project: \$150,802.00 2. PR 149373 with The Middlesex Corporation for Asphalt Paving for Ward Park Project: \$53,302.05 3. PR 149362 with S&L Materials for Shell Base Soil Cement for Ward Park Parking Lot Project: \$58,350.00 4. PR 149412 with Musco Lighting, Inc. for New Field Lighting for the Ward Park Soccer Field: \$227,000.00 5. Blanket Purchase Order with Tyler Technologies, Inc. for Public Safety Solution: \$68,540.00 6. Continuing Services Contract with BASE Consultants, P.A. for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Structural Engineering); and authorize the Mayor to execute the contract. 7. Continuing Services Contract with Florida Bridge & Transportation, Inc. for RFQ-2-2012, Continuing Professional, Architectural & Engineering Services (Discipline: Structural Engineering); and authorize the Mayor to execute the contract. 8. Continuing Services Contract with John J. Christie & Associates for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Mechanical & Electrical Engineering); and authorize the Mayor to execute the contract. 9. Continuing Services Contract with Universal Engineering Sciences for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Environmental Services); and authorize the Mayor to execute the contract. 10. Joint Participation Agreement Supplemental Amendment 2 with FDOT (for up to \$780,000 in FDOT reimbursable expenses for the construction phase of Fairbanks Avenue) and authorize the Mayor to execute. 11. Piggyback State of Florida Contract 252-001-09-1 with Software House International Corporation for Microsoft License, Maintenance & Services and authorize the Mayor to execute the contract. 	<p>Projected Time</p> <p>5 minutes</p>

12. Piggyback Seminole County Contract 600562-09 with The Middlesex Corporation for Pavement Management Program and authorize the Mayor to execute the contract.
 13. Piggyback City of Bartow Contract #2011-0241 with Tyler Technologies, Inc. for Public Safety Solution and authorize the Mayor to execute the contract.
 14. Piggyback City of Orlando Contract C12-0157 with Bound Tree Medical, LLC for EMS Pharmaceuticals and authorize the Mayor to execute the contract.
 15. Staff to enter into negotiations with the top ranked firms Ardaman & Associates, Inc. and Universal Engineering Sciences for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Geotechnical Services).
- c. Approve the annual review of the Debt Management Policy.
 - d. Recommend award to Masci General Contractor, Inc. for IFB-10-2012 Fairbanks Avenue Roadway and Wastewater System Improvements Project; \$6,095,789.77.

10 Action Items Requiring Discussion	Projected Time
a. Naming opportunities to honor the memory and accomplishments of Dr. Martin Luther King, Jr.	20 minutes
b. Electric Undergrounding, Tree Management, and Reforestation Plan	45 minutes
c. Discuss issuance of RFQ for Federal Lobbying services	15 minutes
d. Modification or amendment to Purchasing Policy regarding local preference	15 minutes
e. Lawyer-Client Agreement with Fishman Haygood, et al regarding claims against underwriters JPMorgan and Morgan Stanley of auction rate securities issued by the City in 2004 and 2005	5 minutes
f. Potential policy that governs City Commission written communication	20 minutes

11 Public Hearings	Projected Time
a. Ordinance – Enacting revisions to single family and accessory building regulations; adding Pain management Clinics as a permitted use in the I-1 zoning district, establishing parking requirements and definition of Pain Management Clinic; and adding special buffer requirements for vehicle use areas abutting residential areas (2)	15 minutes
b. Ordinance – Increasing taxicab rates (2)	5 minutes
c. Ordinance - Vacating a 3' electric utility distribution easement located at 1302 W. Fairbanks Avenue for the new McDonald's Restaurant (1)	10 minutes
d. Request of CNL Commercial Real Estate: - Final conditional use approval for a three story; 86,600 square foot office building on the site of the former State Office Building at 941 W. Morse Boulevard, zoned (O-1).	20 minutes

12 City Commission Reports

Projected Time

- a. Commissioner Leary
- b. Commissioner Sprinkel
- c. Commissioner Cooper
- d. Commissioner McMacken
- e. Mayor Bradley
 - 1. City Lawyer's compensation plan
 - 2. Approving legal costs according to City purchasing policy

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."

2012 Board Appointments, 4.3

		ID	First Name	Last Name	Home Address	City	State	Zip
CRA ADVISORY BOARD								
1.	Appoint to Alternate	182	Max	Remer	1106 Schultz Ave	Winter Park	FL	32789
ECONOMIC DEVELOPMENT ADVISORY BOARD								
1.	Appoint to Alternate	194	Maura	Weiner	447 Briarwood Dr	Winter Park	FL	32789
ENVIRONMENTAL REVIEW BOARD								
1.	Appoint	174	Carmen	Rasnick	200 St. Andrews Blvd. #3208	Winter Park	FL	32792
2.	Appoint	177	Kimberly	Murphy	1835 Bryan Ave	Winter Park	FL	32789
3.	Appoint	228	Patricia	Schoknecht	220 Overlook Rd	Winter Park	FL	32789

Mayor's Board Appointments - June 11, 2012

ETHICS BOARD

1.	Appoint	164	Stephanie	Leonard	191 N Phelps Avenue	Winter Park	FL	32789
2.	Appoint to Alternate							

HISTORIC PRESERVATION BOARD

1.	Appoint		William (Billy)	Wilson	1355 Pelham Road	Winter Park	FL	32789
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KEEP WINTER PARK BEAUTIFUL

1.	Appoint to Mr. Ollinger's Position	165	Katie	Ross	311 N. Knowles Ave	Winter Park	FL	32789
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PEDESTRIAN and BICYCLE SAFETY ADVISORY BOARD

1.	Appoint	190	Elizabeth	Hemphill	700 Melrose Ave, Unit D-23	Winter Park	FL	32789
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PUBLIC ART ADVISORY BOARD

1.	Appoint		Sarah	Davey				
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FIRE PENSION

1. Re-appoint Garry Mitchell

POLICE PENSION

1. Re-appoint George Broshcart

ORANGE COUNTY HUMAN SERVICES Assistant Representative

1st. 167 James Dreyer 101 S New York Ave, Unit 305 Winter Park FL 32789

Wired For Winter Park Task Force

		First Name	Last Name	Home Address	City	State	Zip
1		Steve	Leary	422 Raintree Ct	Winter Park	FL	32789
2		Steve	Goldman				
3		Chase	Heavener				
4		Ed	Sabori	446 Melrose Ave	Winter Park	FL	32789
5		Jason	Rotenberg				
6		Nick	Sambrato				
7	228	Patricia	Schoknecht	220 Overlook Rd	Winter Park	FL	32789



city commission **city manager's report**

item type City Manager's Report

meeting date June 11, 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	Renovation of City Hall is nearing completion. All air conditioning improvements are complete. New ceiling, walls, painting and flooring are nearly complete. Millwork is under production and will be installed by the end of June. Personnel will begin moving by the end of June. Site landscaping, hard scape and underground stormwater retention will also be complete by the end of June.	June 2012
Pensions	Follow up shade meeting to be scheduled.	
Lee Road Median Update	FDOT has accepted the City's variance to maintain existing non-conforming vegetation. A final landscape plan has been resubmitted and final approval should occur within 2 weeks.	
Fairbanks Improvement Project	Award is scheduled for June 11, 2012.	
Parking Study Alford Inn	Various streetscape programs are being discussed with Rollins. The study has been slowed pending those discussions.	
Tree Team Updates	<p>The Tree Team is presenting a methodology for selecting undergrounding projects and a complimentary pruning strategy to the Commission on June 11th.</p> <p>An initial tree conflict count has been conducted and is currently being verified. A five year undergrounding program will be presented to the Commission on June 26th.</p>	

	The Tree Team continues to work on the Urban Forestry Management Plan and is soliciting quotes for a tree condition analysis.	
Wayfinding Signs	Nearly all non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues. The permitting should be complete in June with signs installed in July.	July 2012
Street Musicians	CRA staff met with merchants and the PAATF about some type of regulations. The general feeling is that there is no regulations needed for this and it is currently not a significant problem on Park Avenue.	June 2012
125 th Anniversary Celebration	<p>The 125th Anniversary Task Force continues to meet on a monthly basis. On Friday, June 8, the City's 125th Anniversary webpages went live with a special button on the homepage of the city's website. These pages are specifically devoted to 125th Anniversary events, resources and activities.</p> <p>Also on June 8, the city began its official 125-day countdown to the 125th Anniversary (October 12, 2012). The Communications Department is posting 125 historical facts on its Facebook® and Twitter® accounts to remind the community of its rich history and generate excitement.</p> <p>The task force has broken up into a variety of subcommittees focusing on various aspects of the celebration including an early morning prayer service, a 2 p.m. Ergood Hall meeting, the Winter Park Historical Association Peacock Ball, Autumn Art Festival, exhibit at the Galloway Room in the Welcome Center, and a youth committee.</p> <p>In addition, the task force is also leveraging existing events and is tying in the 125th anniversary where appropriate. The most recent tie-in was with the Hannibal Square Heritage Center's Sage Event in May.</p> <p>Mayor Bradley previewed the 125th Anniversary events at the kick-off to CoffeeTalk and Good Morning Winter Park event on June 8.</p>	

MLK Task Force	<p>On April 10 and April 24, two public input meetings were held for the purpose of the Dr. Martin Luther King, Jr., (MLK) Task Force to hear the community's input on potential naming opportunities within the City of Winter Park. The input gathered from these two sessions was discussed by the task force keeping the following criteria in mind:</p> <ul style="list-style-type: none"> ◆ The street, park or venue should have significant visibility. ◆ No street, park or venue already named after one of the founding or other prominent families should be renamed. ◆ If a street is selected, the number of businesses/residences that will have to incur the inconvenience and cost of an address change should be minimized. ◆ If a street is selected for renaming, it should either be the whole street or at least start at one end of the street. <p>The MLK Task Force will present its recommendations to the City Commission on Monday, June 11.</p>	
ULI Fairbanks Avenue TAP	<p>Staff has sent out public notices and invitations to the stakeholder meetings as well as the closing session to guests. The briefing materials have been sent to ULI for review and production. The two-day workshop will be at the Community Center on June 18th and 19th.</p>	June 2012
Strategic Plan	<p>Staff is developing detailed plans for the strategic initiatives identified by the Commission. Additionally, staff is also developing a communication tool (scorecard) to regularly present the progress of initiatives.</p>	August 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 June 11, 2012

Below is the status of development projects previously approved by the City Commission and others that may be of interest. The changes since the last report on May 14th are shown in blue. There are not many changes since the last report.

Rollins College: Alford Inn at Rollins – Building permit issued. Construction started. Fifteen month construction time period. Expected opening in July-August of 2013.

901/911 N. Orlando Avenue: Wawa Store – The project is still working with FDEP on the contamination and cleanup clearances. There will be an agreement on the consent agenda soon to assist with that issue. On June 25th they submitted for their building permit. Start date uncertain but at least things are beginning to move in that direction now.

1302 W. Fairbanks Avenue: McDonald's - They submitted for the building permit at the end of March. There are numerous building plan comments including revisions to comply with the conditions of approval, abandonment of the utility easement bisecting the site and obtaining the approval from FDOT to extend the median which must be addressed. Staff has talked with FDOT this week and that permit for extending the median is working its way through the FDOT process.

358 N. Park Avenue – former Circa restaurant – New restaurant is going in to that space to be called "Galopin Cuisine". They have their building permit and are hoping to open at the end of July.

1150 S. Orlando Avenue: Redevelopment of the former paint store, just north of Einstein's – Permit issued and construction started on May 1st. The end result will be a 3,620 sq. ft. building with 30 parking spaces. About half of the space will be a Jersey Mike's Sub shop and the other half retail or office space.

200 E. Canton Avenue: Sestiere Santa Croce This is the former Rob Vega luxury condo (6 units) across from St. Margaret Mary. It has been purchased from the Bank and a permit has been issued to complete the exterior building shell (Italian Venetian Mediterranean architecture). It is planned to be a single residential condo on the second and third floors and office space on the ground floor.

600 N Orlando Avenue: Borders Books – Redevelopment approved by the City Commission on March 26th. The new bank is the linchpin to the project and the bank has a very long due diligence period which includes FDIC approval. All indications are that the project is moving ahead but the timing is not known.

601 S New York Avenue – former Urban Flats restaurant next to Hot Olives – Staff is

told the space has been leased to Ethos Vegan Kitchen which has been in operation since 2007 at 1235 N. Orange Avenue in Orlando opposite Lake Ivanhoe. Still no permit request has been received yet for the interior renovation but we understand the existing location is closing at the end of July so the opening here should be soon thereafter.

1600 W. Fairbanks Avenue – Four Rivers restaurant – Construction ongoing. They hope to open in July-August 2012.

326 S. Park Avenue – former Spice restaurant – The owners of the 310 S. Park Ave. restaurant are taking over the space and will be doing a separate restaurant with separate menu. Demo permit has been issued. Still awaiting interior remodel permit.

538 S. Park Avenue: BurgerFi – A permit has been issued for the new restaurant going in at the former Orvis Store. They are under construction. They were hoping to be open by mid-June but now it appears that it will be in July.

565 W. Fairbanks Avenue: Cask and Larder – New restaurant from the Ravenous Pig ownership going into the old Harper's location. Interior renovation building permit was issued on April 19th. Construction underway and they hope to be open in August 2012.

941 W. Morse Blvd.: CNL Building (former State Office building) – Have received the preliminary Conditional Use and will be on the June P&Z and City Commission agendas for approval of the final conditional use.

100 Perth Lane – Dr. Bruce Breit (Women's Care Florida) - Conditional Use approved by the City on January 23rd to a new construct 22,000 sq. ft. medical office. Working on finalizing the adjacent property purchase from Florida Hospital and other construction permit details.

2701 Lee Road: New Aamco transmission - Building permit issued on April 5th. Construction just starting now. 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.

Rollins College: Bush Science Center – The building permit has been issued and work has begun. Completion expected in the late summer of 2013. The temporary modular administration and classroom buildings are now on site and being set up to be in use for the fall classes.

Rollins College: Strong Hall – Construction has begun. Completion expected in August, 2012.

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

Financial Report

For the Month of April (58% of fiscal year lapsed)

Fiscal Year 2012

General Fund

The following items were noted in reviewing the financial results for the seven months of FY 2012:

- Property taxes are on track with budget estimates.
- Franchise fee revenues are less than the prior year mostly due to lower sales of electricity. We should be close to our budget target.
- Electric utility taxes, water utility taxes and communications services taxes are on track with the revised projections.
- Business taxes are due October 1 of each year so the largest portion of this revenue has already been received.
- Building permit revenues are well ahead of budget and the prior year. Large receipts from the Bush Science Center renovation have helped increase the balance.
- Revenue estimates for half cent sales tax and state revenue sharing are on track with the revised projections.
- Current year intergovernmental revenues include \$86,613 from FEMA for the 2004 storms. In prior years, funding from FEMA went to a separate special revenue fund. That fund was made whole in 2011 and closed. All future recoveries for debris related costs will also be deposited to the General Fund.
- Charges for services now include the Golf Course. Golf course revenues increased total charges for services revenue for the first six months by \$248,591.
- Fines and forfeiture revenues are on track with the revised projections.
- Expenditures are generally in line with or below budget.
- Revenues and spending will continue to be monitored and if it becomes necessary to adjust the budget again an adjustment will be brought to the Commission for approval.

Community Redevelopment Agency Fund

The CRA was credited with tax increment revenue from both the City and County in December. The decrease in comparison to the prior year is due to the 4.79% decrease in valuation.

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

Annual principal payments and semiannual interest payments on CRA debt were paid in January.

Water and Sewer Fund

Revenues are at 57% of the annual projection. Sales revenues exceed those of the prior year as a result of higher volume of water sold as noted in the table below:

	Sales in Thousands of Gallons for the Seven Months ended April 30, 2011	Sales in Thousands of Gallons for the Seven Months ended April 30, 2012	Difference	Percentage
Water	1,938,434	2,012,911	74,477	3.8%

Expenses are within budget.

Bottom line reflects a loss of \$291,200 for the first seven months of the fiscal year.

Electric Services Fund

Sales in kWh are down 2.7% through April 30 in comparison to the same period in the prior year. Revenues are also less than last year due to the lower fuel cost recovery rates.

Fuel cost over recovery for the first seven months of the fiscal year is a bit over \$450,000.

Expenses are in line with budget.

Bottom line reflects positive net income of \$2,571,190 for the first seven months of the fiscal year.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD April 30, 2012 and 2011
58.3% of the Fiscal Year Lapsed

	Fiscal YTD April 30, 2012						Fiscal YTD April 30, 2011				
	Actual		Budget				Actual	Budget			
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual		YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:											
Property Tax	\$ 12,962,241	156%	\$ 14,265,000	\$ 14,265,000	\$ 8,321,250	\$ 4,640,991	\$ 12,561,452	\$ 14,538,871	\$ 8,481,006	\$ 4,080,446	
Franchise Fees	525,726	80%	1,132,500	1,132,500	660,625	(134,899)	549,296	1,130,000	659,167	(109,871)	
Utility Taxes	3,210,884	82%	7,022,000	6,717,000	3,918,250	(707,366)	3,362,144	6,921,536	4,037,563	(675,419)	
Occupational Licenses	451,243	168%	459,500	459,500	268,042	183,201	461,041	450,000	262,500	198,541	
Building Permits	1,052,294	144%	1,249,050	1,249,050	728,613	323,681	600,520	1,033,800	603,050	(2,530)	
Other Licenses & Permits	17,030	139%	21,000	21,000	12,250	4,780	16,795	20,000	11,667	5,128	
Intergovernmental	2,737,338	77%	6,206,702	6,118,315	3,569,017	(831,679)	2,635,373	5,995,605	3,497,436	(862,063)	
Charges for Services	2,785,718	97%	4,939,600	4,939,600	2,881,433	(95,715)	2,460,135	3,708,300	2,163,175	296,960	
Fines and Forfeitures	481,919	80%	1,220,200	1,030,200	600,950	(119,031)	163,692	797,500	465,208	(301,516)	
Miscellaneous	306,063	94%	556,457	556,457	324,600	(18,537)	376,463	533,810	311,389	65,074	
Fund Balance	-	-	-	642,911	375,031	(375,031)	-	566,257	330,317	(330,317)	
Total Revenues	24,530,456	113%	37,072,009	37,131,533	21,660,061	2,870,395	23,186,911	35,695,679	20,822,478	2,364,433	
Expenditures:											
City Commission	13,671	105%	22,376	22,376	13,053	(618)	11,052	47,057	27,450	16,398	
Legal Services - City Attorney	199,420	120%	240,236	284,236	165,804	(33,616)	197,435	202,800	118,300	(79,135)	
Legal Services - Other	48,122	118%	110,000	70,000	40,833	(7,289)	59,515	100,000	58,333	(1,182)	
Lobbyists	22,524	34%	116,000	112,000	65,333	42,809	45,041	52,000	30,333	(14,708)	
City Management	265,250	93%	487,729	487,729	284,509	19,259	256,595	476,603	278,018	21,423	
City Clerk	107,784	86%	239,071	214,071	124,875	17,091	116,324	229,966	134,147	17,823	
Communications Dept.	224,671	87%	445,777	443,574	258,752	34,081	216,500	441,384	257,474	40,974	
Information Technology Services	759,545	97%	1,225,601	1,343,592	783,762	24,217	714,695	1,399,459	816,351	101,656	
Finance	457,539	97%	808,588	808,588	471,676	14,137	463,136	789,962	460,811	(2,325)	
Human Resources	151,717	91%	357,565	285,245	166,393	14,676	156,964	300,859	175,501	18,537	
Purchasing	75,273	62%	204,799	206,965	120,730	45,457	78,442	232,988	135,910	57,468	
Planning & Community Development	319,837	68%	743,135	807,043	470,775	150,938	311,329	683,761	398,861	87,532	
Building & Code Enforcement	707,707	94%	1,289,385	1,292,765	754,112	46,405	674,826	1,293,628	754,616	79,790	
Public Works	3,901,359	96%	6,892,177	6,931,798	4,043,550	142,191	3,697,046	6,932,734	4,044,095	347,049	
Police	6,283,875	91%	12,011,363	11,901,252	6,942,397	658,522	5,801,898	11,225,620	6,548,278	746,380	
Fire	5,167,964	95%	9,334,614	9,351,829	5,455,233	287,269	4,817,815	8,656,723	5,049,755	231,940	
Parks & Recreation	3,482,588	91%	6,561,341	6,586,218	3,841,961	359,373	3,073,069	5,944,994	3,467,913	394,844	
Organizational Support	939,707	104%	1,550,212	1,550,212	904,290	(35,417)	965,808	1,411,212	823,207	(142,601)	
Non-Departmental	-	-	197,000	397,500	231,875	231,875	-	239,000	139,417	139,417	
Total Expenditures	23,128,553	92%	42,836,969	43,096,993	25,139,913	2,011,360	21,657,490	40,660,750	23,718,770	2,061,280	
Revenues Over/(Under)											
Expenditures	1,401,903	-40%	(5,764,960)	(5,965,460)	(3,479,852)	4,881,755	1,529,421	(4,965,071)	(2,896,292)	4,425,713	
Operating transfers in	4,569,472	93%	8,432,000	8,432,000	4,918,667	(349,195)	4,988,320	8,782,012	5,122,840	(134,520)	
Operating transfers out	(1,438,815)	100%	(2,466,540)	(2,466,540)	(1,438,815)	-	(1,099,313)	(1,884,537)	(1,099,313)	-	
Other Financing Sources/(Uses)	3,130,657	90%	5,965,460	5,965,460	3,479,852	(349,195)	3,889,007	6,897,475	4,023,527	(134,520)	
Total Revenues Over											
Expenditures	\$ 4,532,560		\$ 200,500	\$ -	\$ -	\$ 4,532,560	\$ 5,418,428	\$ 1,932,404	\$ 1,127,235	\$ 4,291,193	

* As adjusted through April 30, 2012

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD April 30, 2012 and 2011
58.3% of the Fiscal Year Lapsed

	Fiscal YTD April 30, 2012						Fiscal YTD April 30, 2011			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	\$ 2,090,103	170%	\$ 2,107,423	\$ 2,107,423	\$ 1,229,330	\$ 860,773	\$ 2,309,577	2,305,963	\$ 1,345,144	\$ 964,433
Intergovernmental	-	0%	-	-	-	-	-	-	-	-
Charges for services	139,293	0%	162,000	162,000	94,500	44,793	170,783	200,000	116,667	54,116
Miscellaneous	58,471	401%	25,000	25,000	14,583	43,888	13,945	117,200	68,367	(54,422)
Fund Balance	-	0%	147,983	1,039,263	606,237	(606,237)	-	7,625,256	4,448,066	(4,448,066)
Total Revenues	2,287,867	118%	2,442,406	3,333,686	1,944,650	343,217	2,494,305	10,248,419	5,978,244	(3,483,939)
Expenditures:										
Planning and Development	365,014	103%	594,983	605,283	353,082	(11,932)	329,482	644,908	376,196	46,714
Capital Projects	506,725	76%	265,000	1,145,980	668,488	161,763	4,257,873	7,526,235	4,390,304	132,431
Debt service	1,223,914	135%	1,550,823	1,550,823	904,647	(319,267)	1,160,647	1,506,081	878,547	(282,100)
Total Expenditures	2,095,653	109%	2,410,806	3,302,086	1,926,217	(169,436)	5,748,002	9,677,224	5,645,047	(102,955)
Revenues Over/(Under) Expenditures	192,214	1043%	31,600	31,600	18,433	173,781	(3,253,697)	571,195	333,197	(3,586,894)
Debt proceeds	-	-	-	-	-	-	-	-	-	-
Operating transfers out	(18,433)	100%	(31,600)	(31,600)	(18,433)	(0)	(62,480)	(107,108)	(62,480)	-
Other Financing Sources/(Uses)	(18,433)	100%	(31,600)	(31,600)	(18,433)	0	(62,480)	(107,108)	(62,480)	-
Total Revenues Over/(Under) Expenditures	\$ 173,781		\$ -	\$ -	\$ -	\$ 173,781	\$ (3,316,177)	464,087	\$ 270,717	\$ (3,586,894)

* As adjusted through April 30, 2012

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Water & Sewer Funds
Fiscal YTD April 30, 2012 and 2011
58.3% of the Fiscal Year Lapsed

	Fiscal YTD April 30, 2012				Fiscal YTD April 30, 2011		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget	Adjusted %
Operating Revenues							
Intergovernmental	\$ 56,662	\$ -	\$ -	0%	\$ -	\$ -	0%
Charges for services	15,641,739	27,421,000	27,421,000	57%	15,029,173	27,129,592	55%
Total Operating Revenues	15,698,401	27,421,000	27,421,000	57%	15,029,173	27,129,592	55%
Operating Expenses:							
General and Administration	810,271	1,564,064	1,611,307	50%	774,045	1,474,745	52%
Operations	6,352,761	14,188,677	14,368,964	44%	6,070,070	14,571,094	42%
Facility Agreements	1,590,763	3,207,000	3,207,000	50%	1,592,301	3,530,000	45%
Depreciation & Amortization	2,867,014	-	-	0%	2,538,570	-	0%
Total Operating Expenses	11,620,809	18,959,741	19,187,271	61%	10,974,986	19,575,839	56%
Operating Income (Loss)	4,077,592	8,461,259	8,233,729	50%	4,054,187	7,553,753	54%
Nonoperating Revenues (Expenses):							
Investment earnings	133,323	143,200	143,200	93%	76,616	238,920	32%
Debt Service - Principal	(1,455,417)	(2,495,000)	(2,495,000)	58%	(1,405,833)	(2,410,000)	58%
Debt Service - Interest	(1,936,003)	(3,559,463)	(3,559,463)	54%	(1,955,649)	(3,589,908)	54%
Miscellaneous revenue	7,028	-	-	0%	1,121	2,300	49%
Fund Balance	-	-	227,530	0%	-	160,987	0%
Total Nonoperating Revenues (Expenses)	(3,251,069)	(5,911,263)	(5,683,733)	57%	(3,283,745)	(5,597,701)	59%
Income (Loss) Before Operating Transfers	826,523	2,549,996	2,549,996	32%	770,442	1,956,052	39%
Operating transfers in	-	-	-	0%	-	-	0%
Operating transfers out	(1,117,723)	(1,916,096)	(1,916,096)	58%	(1,141,030)	(1,956,052)	58%
Total Contributions and Transfers	(1,117,723)	(1,916,096)	(1,916,096)	58%	(1,141,030)	(1,956,052)	58%
Net Income	\$ (291,200)	\$ 633,900	\$ 633,900		\$ (370,588)	\$ -	

* As adjusted through April 30, 2012

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Electric Services Funds
Fiscal YTD April 30, 2012 and 2011
58.3% of the Fiscal Year Lapsed

	Fiscal YTD April 30, 2012				Fiscal YTD April 30, 2011		
	YTD Actual	Original Budget	Adjusted Budget *	Adjusted %	YTD Actual	Adjusted Budget	Adjusted %
Operating Revenues							
Charges for services - Fuel	8,449,745	20,960,714	20,960,714	40%	12,040,698	22,043,304	55%
Charges for services - Non-fuel and all Other Charges	\$ 16,247,914	31,781,314	31,781,314	51%	17,319,129	31,761,721	55%
Total Operating Revenues	24,697,659	52,742,028	52,742,028	47%	29,359,827	53,805,025	55%
Operating Expenses:							
General and Administration	634,390	1,206,446	1,212,942	52%	710,854	1,117,758	64%
Operations	2,411,404	8,460,761	9,159,341	26%	2,900,768	7,107,216	41%
Purchased Power Cost - Fuel	7,968,864	20,960,714	20,960,714	38%	11,232,382	22,720,000	49%
Purchased Power Cost - Non-fuel	3,909,515	8,464,055	8,568,436	46%	4,707,830	11,194,312	42%
Transmission Power Cost	1,023,886	2,203,674	2,203,674	46%	1,139,845	1,772,000	64%
Depreciation & Amortization	2,125,014	-	-	0%	2,019,880	-	0%
Total Operating Expenses	18,073,073	41,295,650	42,105,107	43%	22,711,559	43,911,286	52%
Operating Income (Loss)	6,624,586	11,446,378	10,636,921	62%	6,648,268	9,893,739	67%
Nonoperating Revenues (Expenses):							
Investment earnings	(16,582)	(70,000)	(70,000)	24%	(30,305)	(115,000)	26%
Debt Service - Principal	(947,917)	(1,625,000)	(1,625,000)	58%	(831,250)	(1,425,000)	58%
Debt Service - Interest	(1,698,365)	(3,256,978)	(3,256,978)	52%	(793,802)	(3,564,711)	22%
Miscellaneous revenue	9,349	-	-	0%	1,174,355	-	0%
Fund Balance	-	-	809,457	0%	-	356,358	0%
Total Nonoperating Revenues (Expenses)	(2,653,515)	(4,951,978)	(4,142,521)	64%	(481,002)	(4,748,353)	10%
Income (Loss) Before Operating Transfers	3,971,071	6,494,400	6,494,400	61%	6,167,266	5,145,386	120%
Operating transfers in	-	-	-	0%	-	-	0%
Operating transfers out	(1,399,881)	(2,923,200)	(2,923,200)	48%	(1,594,672)	(2,964,329)	54%
Total Operating Transfers	(1,399,881)	(2,923,200)	(2,923,200)	48%	(1,594,672)	(2,964,329)	54%
Net Income (Loss)	\$ 2,571,190	\$ 3,571,200	\$ 3,571,200		\$ 4,572,594	\$ 2,181,057	

* As adjusted through April 30, 2012

REGULAR MEETING OF THE CITY COMMISSION
May 14, 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.

Mayor Bradley requested a moment of silence in memory of Katherine Ford, a winter park resident who recently passed away. The invocation was provided by John Holland, Parks and Recreation Director, 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 approve the agenda as presented and to add a new item 7.b to discuss their Washington D.C. trip; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.

Mayor's Report

- a. Recognition as a "Fit Friendly" company by American Heart Association

Mayor Bradley recognized the City for recently receiving an award by the American Heart Association as being a "Fit Friendly" company and congratulated staff on their outstanding achievement. Nicole Donelson, Vice President of Heart Walk at the American Cancer Association presented the City with the award.

- b. Presentation of check from Kenneth Murrah for the City of Winter Park Tree Fund

Mr. Kenneth Murrah presented the City with a \$1,204.40 check for the purchase and planting of trees as he has done so since 1999.

- c. 2012 Board Appointments

Mayor Bradley thanked all the citizens who applied for board positions and advised that there will be more openings. The following appointments were made:

Board of Adjustment:

Phil Kean (Re-appointment)

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

Code Enforcement

Keith Manzi (Re-appointment)
Roy Ray Jr. (Re-appointment)
Sheila DeCiccio (Re-appointment)

Motion made by Mayor Bradley that the Code Enforcement Board appointments are accepted as presented; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

CRA Advisory Board

Susan Lawrence (Re-appointment)
Alan Thompson (Appoint to regular position from Alternate)
Alternate position remained open.

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

Economic Development Advisory Board

Patrick Chapin (Re-appointment)
Stephen Flanagan (Appoint to regular position from Alternate)
Kelly Olinger (Appoint to regular position)
Alternate position remained open.

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

Environmental Review Board and Keep Winter Park Beautiful Board

City Manager Knight advised that there is an item on today's agenda to establish a Sustainability Advisory Board by combining the Environmental Review Board with the Keep Winter Park Beautiful Board. Mayor Bradley advised that he will hold off appointing any members to both of these boards until a final action has been taken.

Ethics Board

Thomas Bradley (Re-appointment)
Carlton E. (Gene) Colley (Appoint to regular position)
Michael English (Appoint to regular position from Alternate)
Thomas Ashlock (Appoint to regular position)
Alternate position remained open.

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

Historic Preservation Board

Randall Glidden (Re-appointment)

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

Housing Authority Board

Dorothy Felton (Re-appointment)
Ann MacDiarmid (Re-appointment)
Kenneth Goodwin (Re-appointment)
Judith Kovisars (Re-appointment)

Motion made by Mayor Bradley that the Housing Authority Board appointments are accepted as presented; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Lakes and Waterways Board

Marty Sullivan (Appoint to regular position from Alternate)
Thomas Smith (Appoint to Alternate)

Motion made by Mayor Bradley that the Lakes and Waterways Board appointments are accepted as presented; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Parks and Recreation Advisory Board

Blair Culpepper (Re-appointment)

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

Pedestrian and Bicycle Safety Advisory Board

Jean Siegfried (Re-appointment)
Elizabeth Holler (Appoint to regular position from Alternate)
Deborah Ryan (Appoint to regular position)
Alternate position remained open

Motion made by Mayor Bradley that the Pedestrian and Bicycle Safety Advisory Board appointments are accepted as presented; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Public Art Advisory Board

Dana Thomas (Re-appointment)
Betty Hartnett (Appoint to regular position)
Susan League (Appoint to regular position)
Katherine "Katy" Bakker (Appoint to regular position)
Daniel Iosue (Appoint to regular position)
Alternate position remained open

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

Tree Preservation Board

Camille Goodin (Appoint to Alternate)

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

Utilities Advisory Board

David Smith (Re-appointment)
John Reker (Re-appointment)
Linda Lindsey (Re-appointment)

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

Fire Pension Board

Tony Gray (Re-appointment)
Re-appointment of Garry Mitchell was postponed.

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

Police Pension Board

Tom Cronin (Re-appointment)

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

d. Proclamation – Emergency Medical Services Week, May 20-26, 2012

Mayor Bradley proclaimed the week of May 20-26, 2012 as “Emergency Medical Services Week” and thanked the EMS department for their continuous support throughout the community.

e. Proclamation – Civility Month

Mayor Bradley proclaimed the month of May as “Civility Month”. He explained that the attorneys of the City, County and Local Government Law Section of The Florida Bar asked our local government to join with other cities and counties throughout Florida with this proclamation.

f. Presentation of FSAWWA Most Outstanding Class C Water Plant Award

Director of Utilities David Zusi announced that the City’s Magnolia Water Treatment Plant recently received the 2012 Outstanding Class C Water Treatment Plant Award from the Florida section of the American Water Works Association. He recognized Don Nixon, Deneshwar Dewdat and Gary Heller who helped them to achieve this prestigious award.

g. “W” prize: Water conservation inter-municipality competition

Mayor Bradley advised that he was approached by Mayor Bruhn from the Town of Windermere for an internal city water conservation competition. Mayor Bradley accepted the challenge and encouraged staff and residents to share their ideas on how we can save water. He noted that this will be an ongoing effort over the next few months and the prize is yet to be determined.

h. Katherine Ford’s passing

Mayor Bradley announced the recent passing of Ms. Katherine Ford.

City Manager’s Report

City Manager Knight reminded everyone that the next Commission meeting is cancelled due to the Memorial Day holiday. The June 11 Commission meeting will be held in the renovated City Hall.

Commissioner Cooper requested that the Urban Forestry Plan be added to the City Manager’s report so that it can be tracked accordingly.

Mayor Bradley shared his concern with safety aspects of trees falling throughout the City and requested that a tree analysis be completed to determine the number of healthy trees as well as those that appear to be at the end of their life. City

Manager Knight acknowledged and explained that staff is currently looking at the overall health of the tree canopy throughout the City.

- a. Development Report – no comments were made.

City Attorney's Report

No report.

Non-Action Item

- a. Financial Report – March 2012

Finance Director Wes Hamil provided the March 2012 financial report and answered questions.

Motion made by Mayor Bradley to accept the Financial Report as presented with the continued concern that staff continue to watch the expense side so that we achieve our budget; seconded by Commissioner Sprinkel and approved unanimously with a 5-0 vote.

- b. Washington D.C. Trip

Mayor Bradley explained that the Commission met with the Economic Development Agency last week while in Washington D.C. to discuss the numerous projects throughout our City and to see if we qualify for any funding. Upon their return, a site visit to Mead Gardens was given to Congressman John Mica, Water Resources and Environmental Staff Director John Anderson, along with a representative from the Army Corps of Engineers, and the Florida EPA. The Commission said that during the tour they spoke about the restoration of Lake Lillian and they received positive feedback to assist us with obtaining grants.

Commissioner Cooper spoke briefly about the post office and said they are ready to meet with us once again. She asked City Manager Knight if we can schedule a meeting within the next few weeks and in the meantime she felt it would be advantageous if the Commission can come up with something additional to offer them besides the maintenance of the facility. City Manager Knight acknowledged.

Consent Agenda

- a. Approve the minutes of 4/23/2012.
- b. Approve the following contracts and formal solicitation:
 - 1. Continuing Services Contract with BASE Consultants, P.A. for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Structural Engineering); and authorize the Mayor to execute the contract. – **PULLED FOR DISCUSSION, SEE BELOW**

2. Continuing Services Contract with Florida Bridge & Transportation, Inc. for RFQ-2-2012, Continuing Professional, Architectural & Engineering Services (Discipline: Structural Engineering); and authorize the Mayor to execute the contract. – **PULLED FOR DISCUSSION, SEE BELOW**
 3. Continuing Services Contract with John J. Christie & Associates for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Mechanical & Electrical Engineering); and authorize the Mayor to execute the contract. – **PULLED FOR DISCUSSION, SEE BELOW**
 4. Continuing Services Contract with Universal Engineering Sciences for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Environmental Services); and authorize the Mayor to execute the contract. – **PULLED FOR DISCUSSION, SEE BELOW**
 5. Authorize staff to enter into negotiations with the top ranked firms Ardaman & Associates, Inc. and Universal Engineering Sciences for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Geotechnical Services). – **PULLED FOR DISCUSSION, SEE BELOW**
- c. Approve the Interlocal Agreement with the City of Casselberry for Fire-Rescue Apparatus Inspections, Preventative Maintenance, Maintenance and Repairs.
 - d. Approve the 4th annual Winter in the Park Holiday Ice Equipment Rental and Management Agreement with Magic Ice USA (and subsequent purchase requisitions), and authorize the Mayor to execute the contract.
 - e. Approve the development and easement agreement for 121 Garfield Avenue to be able to officially record the sanitary sewer easement granted to the City in 2004 and the parking waivers approved at that time. – **PULLED FOR DISCUSSION, SEE BELOW**

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

Consent Agenda Items 'b.1-5'

Mayor Bradley referenced an upcoming agenda item labeled 10.d, Modification or amendment to the Purchasing Policy regarding local preference.

Motion made by Mayor Bradley to table Consent Agenda items 'b.1-5' until we have completed that discussion or no later than our next meeting; seconded by Commissioner Leary and carried with a 4-1 vote with Commissioner Cooper voting no.

Consent Agenda Item 'e' - Approve the development and easement agreement for 121 Garfield Avenue to be able to officially record the sanitary sewer easement granted to the City in 2004 and the parking waivers approved at that time.

Commissioner Cooper asked for clarification regarding the additional 10 parking spaces that is referenced in the April 27, 2012 letter from Mr. Hahn since it differs from the City's letter of offer dated December 16, 2004.

Attorney Brown said this letter is not a binding agreement and that the City Commission has the authority to consider what is being proposed today.

Planning Director Jeff Briggs explained the item was pulled from the agenda last year because the City's letter only touched on half of the terms and there was no backup for the other half of the consideration. We now have the letter from Mr. Hahn substantiating the other component of the terms as well as staff's recollection of what the negotiation included.

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

Action Items Requiring Discussion

- a. Hannibal Square East street dining (Armando's and Hannibal's)

Building and Code Enforcement Director George Wiggins explained the February 13 approval to proceed with this request for a temporary time period and for City staff to monitor this activity. The various departments have reported that there were no major problems experienced during the last two months since this street dining started. Mr. Wiggins noted that staff is recommending approval for another six month period subject to the conditions listed in "Criteria for Street Closures", payment of event fees, sewer and water fee for any added restaurant seating (if any), waiver of alcoholic beverage prohibition and approval of street barriers by the Public Works Department.

Motion made by Commissioner Leary to approve as presented; seconded by Mayor Bradley for discussion.

Mr. Wiggins clarified that the request is to hold this event nightly.

Motion amended by Commissioner Sprinkel to include the closing (of the street) for Thursday, Friday and Saturday evenings for up to one year; seconded by Commissioner Cooper. Commission discussion ensued regarding the possible implementation of establishing a fee to restaurants that regularly set up tables and chairs on City owned property and how the fee would be determined. **Commissioner Sprinkel clarified her motion to include the ability for us to add user fees to this at a later date; seconded by Commissioner Cooper.**

Motion amended by Commissioner Cooper to include holidays; seconded by Commissioner McMacken.

Motion amended by Commissioner Cooper to amend the criteria to include approval of the majority of property owners within 500 feet circumference of the special event (for new applications). Motion failed for lack of a second.

Vickie Krueger, 200 Carolina Avenue, inquired about liability concerning potential accidents or incidents.

Vincent Gagliano, Owner of Chez Vincent – Hannibal’s, spoke in favor of the one year extension and thanked the Commission for their support.

William Whitely, 444 West New England Avenue, spoke in favor of the request.

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

Upon a roll call vote on the amendment (to include the closing of the street) for Thursday, Friday and Saturday evenings for up to one year and to include the ability for us to add user fees to this at a later date), Mayor Bradley and Commissioner Cooper voted no. Commissioners Leary, Sprinkel and McMacken voted yes. The motion carried with a 3-2 vote.

Upon a roll call vote (to include holidays, to include the closing (of the street) for Thursday, Friday and Saturday evenings for up to one year and to include the ability for us to add user fees to this at a later date), Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

Eileen Duva, 311 East Morse Boulevard, spoke about the boat tour signs being in poor shape and asked if they can be replaced with more professional looking ones.

A recess was taken from 5:15 p.m. to 5:35 p.m.

b. Discussion of bidding out City Attorney contract

Mayor Bradley mentioned that he raised this issue at the last meeting as it relates to the costs the City incurs for legal services. Mayor Bradley mentioned that the average cost for years 2005 to 2008 was \$397,000 and for years 2009 to 2011 it was \$625,000 resulting in an increase of \$228,000 per year. It was noted that over the past few years there were several large litigation cases that could have contributed to the higher costs incurred. Mayor Bradley said he is very concerned with this trend and suggested that they either re-bid or renegotiate which might help reduce the costs.

Several suggestions were made by the Commission which included: for staff to create an evaluation process so that yearly evaluations can be completed for not only the City Attorney but for the federal and state lobbyist; determine if there is something the City can do that we have not been doing or do something differently that would save us money; further define the scope of services so that we know exactly what we are paying for and so the City Attorney knows the operating procedure to follow; and to establish a not to exceed dollar value for legal services and for the City Attorney to seek Commission approval to go past that dollar amount.

Commission discussion ensued as to the lack of details that is being provided to them as it relates to the costs incurred for each litigation case. The Commission mentioned the new red light camera law and said it would be beneficial if the Commission knew how much it cost to defend a case versus revenues collected because it may not be worth defending. The Commission requested to be informed of these matters and agreed that this should also apply to land use cases and items of similar nature.

Attorney Brown recommended that an executive session meeting be scheduled with the representatives of his firm and the Commission so they can be briefed on each case and the associated costs. They can also explain how costs are incurred with outside council members.

Attorney Brown provided a detailed cost breakdown for services rendered and mentioned that their total dollar amount is slightly lower compared to the City's figures. He pointed out that the dollar amount for services provided by outside council (Shutts & Bowen and Gray Robinson) should not be included in their total cost and said there needs to be further discussion regarding these types of discrepancies. He explained that every month his firm sends a very detailed invoice of all retainer and non-retainer bills which describes the date of service, who provided the service, a description of the service and the increment of time. He said if he were to send the Commission a copy of this data they would see exactly what is being provided and the costs associated. There was no further discussion on this matter.

A recess was taken from 7:08 p.m. to 7:23 p.m.

c. Discussion of bidding out Federal Lobbyist position

Commission discussion ensued regarding the Federal lobbyist position and if they should continue to support the current contract with Alcalde and Fay. It was noted that every five years the State and Federal lobbyist positions are to be reviewed and both positions are at the five year mark.

Several suggestions were made: to look at the amount of funds granted to Winter Park and compare it to the cost for services, establish an evaluation process so we

can measure their productivity, research the individual lobbyists on alternative websites to find out who they serve and how much they get paid, find out what other cities pay for their lobbyists and what they receive in return (meaning how much grant money have they received).

City Manager Knight said he is not aware of any State associations that conduct evaluations but he would be glad to look into it.

There was consensus that Commissioner Sprinkel finds out what other associations or municipalities are doing and bring the information back to the Commission. Mayor Bradley said this topic will be an extended item on our next agenda for additional information. City Manager Knight acknowledged.

d. Modification or amendment to Purchasing Policy regarding local preference

Assistant City Manager Michelle del Valle explained that the Purchasing Division was tasked with drafting a local preference policy. A total of six (6) local preference policies were reviewed from governmental agencies throughout Florida including City of Orlando, City of Palm Bay, City of Port St. Lucie, Collier County, Miami-Dade County, and Orange County. It was explained what the proposed local preference policy includes.

If adopted, this Local Preference Policy will supersede Section 2.04(F) of the Purchasing Policy & Procedures Manual and will become effective 14 days after adoption. This will allow staff proper time to finalize current formal solicitations and adjust internal procedures accordingly.

Ms. del Valle answered questions pertaining to the point system program and exemptions. Discussion ensued regarding how to define "local". The Commission agreed that a business would need to be located in Winter Park in order to receive credit for local preference.

Motion made by Mayor Bradley to move the draft policy as proposed and that it be brought back to the Commission at the next meeting with an amendment to our purchasing policy which would include the four points presented below which includes: 1) Process for verifying "local business" status; 2) process detailing local price match option for competitive bids within 5% of overall apparent low bid submitted by a non-local business; 3) process for assigning five (5) additional points for verified "local businesses" responding to Request for Proposals or Qualifications during the short listing process; and 4) exemptions; seconded by Commissioner Sprinkel.

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

e. Discuss a potential policy that governs City Commission written communication

City Manager Knight stated this was on the agenda at the request of the Commission at the last meeting to discuss whether or not the Commission wants a written communication policy and what type of policy that would be. Commissioner McMacken commented about the uneasiness of the rest of the Commission with Commissioner Cooper sending out mass emails on a regular basis. He spoke about the need to include a disclaimer on the mailings saying this is an individual Commissioner's opinion. He addressed the need for the Commission to work together as a whole. Mayor Bradley agreed they need to get past this.

Mayor Bradley spoke about the publications he sends out that goes through a number of staff members to ensure that the information is accurate and correct. Discussion ensued about the possibility that they could alternate sending out information to the public and that they need to make sure that information is accurately given to the public.

Commissioner Sprinkel spoke about not wanting divisiveness in our community and that they all need to agree on this issue. She asked if there is a way they can embrace what is working for some people and maybe each of them should be given the opportunity to provide their own opinion to this same group of people that wants to hear it.

There was discussion about using City resources for this task. Commissioner Leary spoke about tying the hands of other Commissioners when one individual Commissioner sends out position papers and they cannot respond because of the opportunity for a Sunshine Law violation. He expressed concerns with having to respond to inaccurate/incomplete information sent out. He offered examples of when this happened and the tension it causes.

Commissioner Cooper addressed her newsletter "Cooper's Perspective" and the number of times it has been discussed in Commission meetings. She summarized the steps she has taken to do what the other Commissioners have requested of her regarding sending out her newsletter. She spoke about the opinion of our attorney that there was no Sunshine Law violation, quasi-judicial issues, or electioneering or campaign issues on the emails they have reviewed. She agreed that that the entire Commission is supportive of public engagement in our government and that she will continue to advocate for positions she believes is in the best interest of our City and will do so in a very transparent, civil and lawful manner.

She spoke about putting a policy in place which could include: a disclaimer saying the individual Commissioner is not speaking for the entire Commission as a whole and is their personal opinion; warnings that their emails and any email addresses are subject to public records requests; whether to send them from her personal or City email; have the ability for anyone receiving your email to opt out of the list;

address the difference in how we treat quasi-judicial versus policy decisions; mass emails should not be sent to other Commissioners; position statements/papers on policy issues, if they were papers that an individual Commissioner wanted the Commissioners to read or someone wanted the other Commissioners to read, that they had to be sent to the City Manager for distribution; and that we strive to be consistent with our civility code.

There was further discussion regarding the interpretation of other Commissioners as to what our attorneys told them regarding this, how they can open themselves up to possible violations as well, and the hope that they can all work together on this.

Motion made by Mayor Bradley that we ask the City Manager to review other municipalities City Commission written communication in any form; that we ask the City Attorney to review that also and to draft if any individual Commissioner sends out anything, if it is going through the regular City channels there is a City process that reviews it and if there is not that there be both in size and font type where the disclaimer should be, what that disclaimer should read, how it should look, and that's in an effort to not limit any one individual or any of us from speaking; it is an effort to protect us all within the Sunshine Law. Motion was seconded by Commissioner Leary.

Discussion ensued regarding where the disclaimer should be placed on the communication and that it should not be hidden from clear view. Commissioner Cooper addressed the importance for her to continue to communicate with her constituents. After further conversation, comments were made regarding some of the misled/misinformed people in the community because of the incomplete information sent out.

The following spoke about the need for Commission communication and for each Commissioner to provide their input.

Carol Rosenfelt, 1400 N. New York Avenue
Pat Estes, 1537 Hillcrest Avenue
Donna Colado, 327 Beloit Avenue (read the Civility Code)
Vicki Krueger, 200 Carolina Avenue
John Rogers Jr., 1002 Temple Drive
Sally Flynn, 1400 Highland Road
Anne Mooney, 700 Melrose Avenue
Joan Cason, 1915 Woodcrest Drive
Mary Randall, 1000 S. Kentucky Avenue
John Murphy, 2211 Hawick Lane
David Akins, 1399 Aloma Avenue
Marti Miller, 1399 Aloma Avenue
Ned Cooper, 1047 McKean Circle

Nancy Shutts, 2010 Brandywine Drive

Patrick Chapin, Winter Park Chamber of Commerce, addressed the Civility Code and the need that everyone is able to have a conversation and even if they disagree walk away and shake hands.

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.

At the conclusion of this meeting, Commissioner Cooper submitted a memorandum regarding this issue to the Deputy City Clerk for inclusion in the minutes.

f. Proposed Sustainability Advisory Board

Mayor Bradley asked if this item was reviewed by the Environmental Review Board and the Keep Winter Park Beautiful Board and if we received any comments from them. City Manager Knight advised that it was discussed with the boards and staff felt they had support from both boards.

Commissioner McMacken advised that after hearing from several members of both boards saying this was brought up on very short notice he felt this may not have been completely vetted by both boards.

Motion made by Commissioner Leary to table this until both boards have come back with at least their feeling that they have had a bit more participation in the discussion; seconded by Mayor Bradley. 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 Hearings

- a. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-65 "R-1AAA LAKEFRONT DISTRICT," SECTION 58-66 "R-1AA AND R-1A DISTRICTS," SECTION 58-70 "PURD DISTRICT", AND SECTION 58-71 "GENERAL PROVISIONS FOR RESIDENTIAL DISTRICTS" SO AS TO ENACT REVISIONS TO SINGLE FAMILY AND ACCESSORY BUILDING REGULATIONS; AMENDING SECTIONS 58-78, 58-869(B) & SECTION 58-95 BY ADDING PAIN MANAGEMENT CLINIC AS A PERMITTED USE IN THE I-1 ZONING DISTRICT, ESTABLISHING PARKING REQUIREMENTS, & ADDING A DEFINITION OF PAIN MANAGEMENT CLINIC; AMENDING ARTICLE V, "LANDSCAPE REGULATIONS" SECTIONS 58-333 & 336 BY ADDING SPECIAL BUFFER REQUIREMENTS FOR VEHICLE USE AREAS ABUTTING RESIDENTIAL AREAS; PROVIDING FOR CODIFICATIONS, CONFLICT, SEVERABILITY AND EFFECTIVE DATE.
First Reading

Attorney Brown read the ordinance by title.

Building Director George Wiggins explained that the ordinance update improves and corrects glitches and makes improvements in our current single family zoning standards, incorporates necessary language related to recently enacted Pain Management Clinic Ordinance into the Zoning Code and provides an amendment to our Landscape Code which codifies prescriptive criteria for parking lot landscape buffers across the street from residential properties.

Mr. Wiggins noted the editorial change that was provided by the City Attorney's office in regards to Section 58-65(f)(8) Side Wall Articulation. Mr. Wiggins mentioned that the P&Z Board did not approve this minor editorial change and that it is up to the Commission to include it or not.

Motion made by Commissioner Leary to accept the ordinance on first reading; seconded by Commissioner Sprinkel. Commissioner Leary clarified that he motioned to approve without the additional language and editorial changes.

Mr. Wiggins answered questions regarding the flag pole height limit, setbacks for corner lots and side wall articulation.

James Lucia, representing Lucia Custom Home Designers, Inc., spoke in favor of the proposed changes and that it is an important step in the right direction.

John-David Carling, 796 English Court, said he likes the proposed changes to the code particularly with the side setback.

John Rogers, 1002 Temple Grove, urged the Commission to consider the long term impacts regarding the articulations and setbacks prior to approval.

Motion amended by Commissioner Cooper to delete the changes listed under item #5 for sidewall articulation. Motion failed for lack of a second.

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

- b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO TAXICABS; AMENDING SECTION 110-107 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK TO ALLOW AN INCREASE IN TAXICAB RATES; AND TO ALLOW ADJUSTMENT OF RATES THROUGH A RESOLUTION OR THROUGH THE RATE DETERMINATION PROCESS ENACTED IN THE CITY OF ORLANDO; PROVIDING AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

Building Director George Wiggins explained the taxicab rates adjusted by the City of Orlando which are in effect throughout the Central Florida area and that Winter Park is the only other local government that also regulates vehicles for hire taxicab

rates. He explained the resolution adopted on July 11, 2011, allowing a fuel surcharge on taxi fares in line with the City of Orlando. This surcharge expired on March 31, 2012. The proposed ordinance enacts a rate increase of 9% which is identical to the City of Orlando, and represents an effective rate increase of 5% after factoring in the fuel surcharge that recently expired. Although Winter Park taxicab rates have been separately adopted, they have matched the rates established by Orlando since 1960.

Mr. Wiggins explained that in order to streamline this rate change process, the proposed ordinance establishes a mechanism whereby the City Commission may set taxicab rates by resolution (instead of by ordinance) or by recognizing Orlando's vehicle for hire rate adjustment process based on an analysis of meter rates and comparison to other cities performed by the Orlando Vehicle for Hire Administrator and approved by the Orlando City Council. Mr. Wiggins answered questions.

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

Roger Chapin, Vice President of Mears Transportation, said the taxicab rates are reviewed annually and that the City of Orlando ties their rates to the Consumer Price Index. The City of Orlando and Winter Park regulate taxicab rates and Orange County does not.

Mayor Bradley addressed being uncomfortable with the concept of home rule that whatever the City of Orlando does we should also do.

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

- c. RESOLUTION NO. 2108-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1500 BERKSHIRE AVENUE, WINTER PARK, FLORIDA, AS A HISTORIC RESOURCE IN THE WINTER PARK REGISTER OF HISTORIC PLACES

Attorney Brown read the resolution by title. **Motion made by Commissioner Cooper to adopt the resolution; seconded by Commissioner Sprinkel.**

Planning Director Jeff Briggs answered questions related to the request for approval since Mayor Bradley noted that the rear of the house looks very modern compared to the front. Mr. Briggs said it is up to the discretion of the Historic Preservation Board in terms of any changes made to the exterior.

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

- d. RESOLUTION NO. 2109-12: A RESOLUTION OF THE CITY OF WINTER PARK IN SUPPORT OF A COMMUNITY-WIDE INITIATIVE TO REDUCE PEDESTRIAN INJURIES AND FATALITIES IN CENTRAL FLORIDA THROUGH EDUCATION, ENGINEERING, AND ENFORCEMENT

Attorney Brown read the resolution by title. **Motion made by Commissioner Sprinkel to adopt the resolution; seconded by Commissioner Cooper.**

Brad Coon, Director of Bike Walk Central Florida, spoke in favor of the resolution and urged the Commission to support their efforts.

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.

- e. RESOLUTION NO. 2110-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION CHANGE THE SIGN AT THE INTERSTATE 4 FAIRBANKS AVENUE EXIT FROM "WINTER PARK" TO "WINTER PARK HISTORIC DISTRICT"

Attorney Brown read the resolution by title.

Senior Planner Lindsey Hayes explained that downtown Winter Park is now listed on the National Register of Historic Places and opportunities to promote the district to cultural tourists should be taken. One of the opportunities the district is eligible for is a special destination guide sign on Interstate 4. The recommendation is to approve the resolution in support of the sign amendment and in the letter requesting the sign change, ask that FDOT proceed immediately to update the I-4 signage on the Fairbanks Avenue exit both eastbound and westbound. Ms. Hayes noted that this would be at no cost to the City.

Discussion ensued as to the pros and cons with the proposed signage, how to better define the historic district and if we should request an additional sign versus replacing the existing signage. The Commission mentioned how important it is that we install the wayfinding signage throughout the City prior to changing the I-4 sign.

Public Works Director Troy Attaway clarified that FDOT intends to make this sign change when they reconfigure I-4 which can be several years from now. He noted that the non-FDOT wayfinding signs will be delivered by the end of May and the FDOT wayfinding signs are in for permit and should take approximately 30 days. As soon the permits have been issued staff will begin to install the signs throughout the City including the Fairbanks Avenue area.

Upon further discussion, the Commission requested that staff ask FDOT what the cost would be for an additional sign.

Motion made by Mayor Bradley that this be tabled until we have the FDOT response; seconded by Commissioner Leary. 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.

City Commission Reports:

- a. Commissioner Leary – No items.
- b. Commissioner Sprinkel

Commissioner Sprinkel announced that a dog walk is being held at Cady Way Park this Saturday starting at 8:00 a.m.

- c. Commissioner Cooper

Commissioner Cooper said the Sage Program at the Heritage Center this past Friday night was incredible.

Commissioner Cooper submitted a memo for the record regarding information she collected on the written communication she has been sending to the public (attached).

Records Retention Policy – This was not discussed.

- d. Commissioner McMacken – No items.
- e. Mayor Bradley – No items.

The meeting adjourned at 9:11 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	June 11, 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.	Prime Construction Group, Inc.	PR 149360 for Site Contractor Services for Ward Park Project	CIP Project included in approved FY12 budget. Amount: \$150,802.00	Commission approve PR 149360 to Prime Construction Group, Inc.
The City is currently under contract with Prime Construction Group, Inc. to provide site contractor services. The contract was approved by the City Commission on January 12, 2004. This contract is on schedule for re-bid this fiscal year.				
2.	The Middlesex Corporation	PR 149373 for Asphalt Paving for Ward Park Project	Project included in approved FY12 budget. Amount: \$53,302.05	Commission approve PR 149373 to Middlesex Corporation.
The City will piggyback the Seminole County contract 600562-09 for this purchase. See item 12 below.				
3.	S&L Materials	PR 149362 for Shell Base Soil Cement for the Ward Park Parking Lot Project	CIP Project included in approved FY12 budget. Amount: \$58,350.00	Commission approve PR 149362 to S&L Materials.
City staff was able to obtain two quotes for this product. S&L Materials is the single local source for soil cement. Orange County is no longer issuing permits for local clay based soil cement pits.				
4.	Musco Lighting, Inc.	PR 149412 for New Field Lighting for Ward Soccer Field	CIP Project included in approved FY12 budget. Amount: \$227,000.00	Commission approve PR 149412 to Musco Lighting, Inc.
The City will piggyback Clay County contract 08/09-3 for this purchase. The City Commission authorized piggybacking this contract on March 26, 2012.				
5.	Tyler Technologies, Inc.	Blanket Purchase Order for Public Safety Solution	Total annual expenditure included in approved FY12 budget. Amount: \$68,540.00	Commission approve Blanket Purchase Order to Tyler Technologies, Inc. and authorize the Mayor to sign the Purchase Agreement.
The City will piggyback the City of Bartow contract #2011- 0241 for this purchase. See item 13 below.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
6.	BASE Consultants, P.A.	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Structural Engineering)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with BASE Consultants, P.A., and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing structural engineering services. The City Commission authorized staff to negotiate with this firm on April 23, 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.	Florida Bridge & Transportation, Inc.	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Structural Engineering)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Florida Bridge & Transportation, Inc. and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing structural engineering services. The City Commission authorized staff to negotiate with this firm on April 23, 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.	John J. Christie & Associates	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Mechanical & Electrical Engineering)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with John J. Christie & Associates and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist one (1) firm to provide continuing mechanical & electrical engineering services. The City Commission authorized staff to negotiate with this firm on April 23, 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.	Universal Engineering Sciences	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Environmental Services)	Continuing contract to be used on a per project basis with approved budget.	Commission approve continuing services contract with Universal Engineering Sciences and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist one (1) firm to provide continuing environmental services. The City Commission authorized staff to negotiate with this firm on April 23, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.				
10	State of Florida Department of Transportation	Joint Participation Agreement Supplemental Amendment 2	No fiscal impact as this is additional outside funding provided by FDOT	Commission approve the Joint Participation Agreement Supplemental Amendment 2 and authorize the Mayor to execute.
This Supplemental Amendment 2 allows for the addition of up to \$780,000 in FDOT reimbursable expenses for the construction phase of the Fairbanks Avenue				

Piggyback contracts

	vendor	item background	fiscal impact	motion recommendation
11	Software House International Corporation	Piggybacking for Microsoft License, Maintenance & Services	Total annual expenditure included in approved FY12 budget.	Commission approve piggybacking the State of Florida contract 252-001-09-1 with Software House International Corporation and authorize the Mayor to execute the Piggyback Contract.
The State of Florida utilized a competitive bidding process to award this contract. The City Commission authorized us to piggyback this contract on October 25, 2010 for the term that expired March 31, 2012. The new contract term expires on March 31, 2013.				
12	The Middlesex Corporation	Piggybacking for Pavement Management Program	Total annual expenditure included in approved FY12 budget.	Commission approve piggybacking the Seminole County contract 600562-09 with The Middlesex Corporation and authorize the Mayor to execute the Piggyback Contract.
Seminole County utilized a competitive bidding process to award this contract. The current contract term expires April 22, 2013. See item 2 above.				
13	Tyler Technologies, Inc.	Piggybacking for Public Safety Solution	Total annual expenditure included in approved FY12 budget.	Commission approve piggybacking the City of Bartow contract #2011-0241 and authorize the Mayor to execute the Piggyback Contract.
The City of Bartow utilized a competitive bidding process to award this contract. The current contract term expires September 30, 2013. See item 5 above.				
14	Bound Tree Medical, LLC	Piggyback for EMS Pharmaceuticals	Total annual expenditure included in approved FY12 budget.	Commission approve piggybacking the City of Orlando contract C12-0157 and authorize the Mayor to execute the Piggyback Contract.
The City of Orlando utilized a competitive bidding process to award this contract. The current contract term expires April 30, 2015.				

Formal Solicitations

	vendor	item background	fiscal impact	motion recommendation
15	Ardaman & Associates, Inc.; Universal Engineering Sciences	RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Geotechnical Services)	Continuing contract to be used on a per project basis with approved budget.	Commission authorize staff to enter into negotiations with the top ranked firms, Ardaman & Associates, Inc.; Universal Engineering Sciences
This fiscal year the City issued a Request for Qualifications for various professional services. The evaluation committee short listed a total of four (4) firms for oral presentations for Geotechnical Services. A post presentation ranking identified the top two ranked firms as Ardaman & Associates, Inc. and Universal Engineering Sciences. Under the CCNA requirements (F.S. 287.055), staff seeks authorization to enter into negotiations with those two firms for continuing services contracts for the discipline of Geotechnical Services.				



city commission agenda item

item type	Consent Agenda	meeting date	June 11, 2012
prepared by	Wes Hamil, Finance Director	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N A
department	Finance		
division			
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N A	final vote

subject

Annual review of the City's Debt Management Policy

motion | recommendation

No action necessary.

background

The City's Debt Management Policy calls for an annual review of the Policy itself. The Policy was reviewed by Finance Staff and the PFM, the City's Financial Advisor. No adjustments are proposed to the Policy. Attached for the Commission's information is a summary of the City's long-term debt outstanding as of June 30, 2012.

alternatives | other considerations

N/A

fiscal impact

None

long-term impact

None

strategic objective

N/A

DEBT MANAGEMENT POLICY
CITY OF WINTER PARK, FLORIDA

1. **Administration of debt policy:** The Finance Director of the City of Winter Park, Florida (the "City") is charged with overseeing and implementing the provisions of this policy. It shall be his/her specific responsibility to recommend to the City Manager/Assistant City Manager and subsequently to the City Commission the selection of any external agents (bond counsel, financial advisors, underwriters, arbitrage rebate consultants, paying agents, trustees, printers, etc.), to review the proposed annual capital expenditures and financing plan, to recommend specific projects for debt financing, to participate as members of the financing team in the issuance of any debt obligations of the City, and to ensure all continuing disclosure requirements are met following the sale of bonds.

The City Manager and Finance Director are responsible for administration of the City's financial policies. The City Commission is responsible for the approval of any form of the City's borrowing and the details associated therewith. Unless otherwise designated, the Finance Director coordinates the administration and issuance of debt.

2. **Purpose and Objective:** The adoption of a written debt policy by the City Commission and its active use help ensure a consistent approach to debt issuance which will benefit existing and future holders of City debt. Access to capital markets at reasonable interest rates and credit terms is a fundamental goal that is facilitated through the adoption of appropriate debt policies taking into consideration the amount and types of fixed and variable rate debt given the City's risk tolerance to market fluctuations, capital market outlook, future capital needs, credit, rating agency considerations, tax implications and industry competition.
3. **Scope:** This policy shall apply to all debt obligations of the City, whether for the purpose of acquisition or construction of City assets, the refunding of existing debt and for all interest rate hedging products and derivatives.

4. **Exceptions:** Exceptions to this policy will be approved by the City Commission.

5. **Reporting Practices:**

The Finance Department or designees will promptly notify the rating agencies of any debt restructuring, derivative products entered into or any other transaction, which does not involve issuance of debt but has an impact on the overall rate of interest on its debt or its debt structure. The Department or designees shall also respond to all inquiries from creditors, investors, and rating agencies in a complete and prompt fashion.

6. **General Debt Issue Policies:**

- a. **Structure:** The City's capital structure may consist of fixed rate and variable rate debt in both traditional and synthetic form along with hedging instruments such as interest rate swaps, caps, collars and other non-speculative derivative products. The percentage of total debt that may be variable rate-based may from time-to-time change, as debt management strategies change given interest rate environments and appropriate approvals. The risks associated with any given structure and the financial instruments used shall be fully explained to those who must decide and approve any final financing structure.
- b. **Borrowing:** The City Commission shall have the authority to borrow money, contract loans and issue bonds in accordance with the provisions of the Constitution of the State of Florida and the general laws of the state. However, approval by voter referendum shall be required prior to the issuance of any of the following categories of bonds per the City Charter:
 - 1. General obligation bonds which pledge the full faith and credit of the taxing power of the City,
 - 2. Revenue bonds intended to finance enterprises or projects which involve the purchase, lease and/or acquisition of real property by the City or agencies thereof, with the exception of revenue bonds issued to finance the purchase, lease and/or acquisition of park real property and/or park projects by the City or agencies thereof, or
 - 3. Revenue bonds which pledge specific non ad valorem taxes as the primary source(s) of revenue to pay principal and interest and which have a principal value in excess of one (1) million dollars. This dollar limitation shall be adjusted annually as of the end of each fiscal year in accordance with changes in the cost-of-living index as published by the federal government. Revenue bonds issued to finance the purchase, lease and/or acquisition of park real property and/or park projects by the City or agencies thereof would not be limited by this requirement.
- c. **Pay-As-You-Go:** The City will strive to maintain a high reliance on pay-as-you-go financing for its capital improvements and capital assets.
- d. **General Obligation Debt Levels:** As a goal, the City will maintain its net general obligation bonded debt at a level not to exceed two (2) percent of the assessed valuation of taxable property within the City unless otherwise directed by the City Commission.
- e. **Reserves:** The City will maintain revenue bond reserves to comply with the covenants of the bond issues and ensure adherence to federal arbitrage regulations.

- f. **Purpose and Projects:** Long-term borrowing will not be used to finance current operating expenditures. However, this does not preclude the City from using debt to meet short-term operating needs in the event of an emergency such as a natural or man-made disaster.
- g. **Term:** The following guidelines should govern the issuance of new money financing.
- The maturities of debt will be equal to or less than the useful economic life of the item financed.
 - Where practicable the debt service structure on new money financing should be level debt service if economically feasible.
 - The use of credit enhancement should be evaluated on a maturity-by-maturity basis and only used where the economic benefits exceed the costs of issuing rated or unrated debt obligations.
 - Call features are preferred and should be utilized when financially prudent in order to provide future flexibility.
 - The use of a fully funded debt service reserve should always be evaluated against the use of a surety or other debt service reserve product.
- h. **Bond Insurance:** Bond insurance is an insurance policy purchased by an issuer or an underwriter for either an entire issue or specific maturities, which guarantees the payment of principal and interest. This insurance provides a higher credit rating and must result in a lower borrowing cost for an issuer after consideration of the premium rate and underlying ratings.
- Bond insurance can be purchased directly by the City prior to the bond sale (direct purchase) or at the underwriter's option and expense (bidder's option).
- When insurance is purchased directly by the City, the present value of the estimated debt service savings from insurance should be at least equal to or greater than the insurance premium. The bond insurance company will usually be chosen based on an estimate of the greatest net present value insurance benefit (present value of debt service savings less insurance premium).
- Credit enhancement may take other forms such as Letters of Credit (LOC) or other securitization products and may be used if economically beneficial to the City.
- i. **Credit Ratings:** Credit ratings have wide investor acceptance as tools for differentiating credit quality of investments. The City shall attempt to continually improve its credit ratings. Comprehensive annual credit rating reviews should be provided to the rating agencies as well as periodic updates and ongoing communication of events affecting the City's overall credit, including asset and liability management issues.

- j. **Non-Rated:** Non-rated securities may be issued if the credit rating on the issue does not perform any economic benefit or add any value to capital market participants.
- k. **Tax Status:** The City has traditionally issued tax-exempt debt which results in significant interest cost savings compared with the interest cost on taxable debt. Accordingly, all of the City's debt should be issued to take advantage of the exemption from federal income taxes unless prohibited by federal law or applicable federal regulations.
- l. **Subordinated Debt:** The lien status and credit rating on this type of debt is inferior and protection to the bondholder is lower, therefore, this type of debt should be minimized to reduce the City's overall borrowing costs, unless it is the only method available to finance a project. There may be occasions when this type of debt is issued for potential restructuring reasons, when current senior-lien debt covenants are undesirable and this debt is soon to be retired or refunded.
- m. **Capital Leasing:** Over the lifetime of a lease, the total cost to the City will generally be higher than purchasing the asset outright. As a result, the use of lease/purchase agreements and certificates of participation in the acquisition of vehicles, equipment and other capital assets shall generally be avoided, particularly if smaller quantities of the capital asset(s) can be purchased on a "pay-as-you-go" basis.
- n. **Callable Bonds:** Call provisions on bonds provide future flexibility to refinance or restructure debt and eliminate onerous covenants. Consequently, the City shall attempt to always have call provisions on its debt. Call provisions on each transaction should be analyzed upon marketing the bond issue and determined at the time, upon recommendation of the Financial Advisor.
- o. **Refunding Criteria:** Generally, the City issues refunding bonds to achieve debt service savings on its outstanding bonds by redeeming high interest rate debt with lower interest rate debt. Refunding bonds may also be issued to restructure debt or modify covenants contained in the bond documents. Current tax law limits to one time the issuance of tax-exempt advance refunding bonds to refinance bonds issued after 1986. There is no similar limitation for tax-exempt current refunding bonds. The following guidelines should apply to the issuance of refunding bonds, unless circumstances warrant a deviation therefrom:
 - refunding bonds should generally be structured to achieve level annual debt service savings;
 - the life of the refunding bonds should not exceed the remaining life of the bonds being refunded or the assets financed, whichever is longer;
 - advance refunding bonds issued to achieve debt service savings should have a minimum target savings level measured on a present value basis equal to 5% of the par amount of the bonds being refunded;

- current refunding bonds issued to achieve debt service savings should have a minimum target savings level measured on a present value basis equal to 3% of the par amount of the bonds being refunded;
- refunding bonds which do not achieve debt service savings may be issued to restructure debt or provisions of bond documents only if such refunding serves a compelling City interest or under extraordinary conditions.

The minimum target savings level for refundings should be used as a general guide to guard against prematurely using the one advance refunding opportunity for post-1986 bond issues. However, because of the numerous considerations involved in the sale of refunding bonds, the target should not prohibit refundings when the circumstances justify a deviation from the guideline.

- p. **Debt Service Coverages:** Debt service coverages shall conform to bond resolutions and remain at those levels to ensure that the City's credit rating is not diminished.

7. Method of Sale

The City's policy is to sell public debt using the method of sale expected to achieve the best result, taking into consideration short-term and long-term implications. The following section of this policy is intended to ensure that the most appropriate method of sale is selected in light of financial, market, transaction-specific and issuer conditions.

- a. **Competitive vs. Negotiated Preference:** Competitive method sale should be preferred and considered when the following conditions are present:
- The City has been a stable and regular borrower in the public market.
 - There is an active secondary market for the City's debt.
 - The City has an underlying credit rating of A or above.
 - The issue is neither too large to be absorbed by the market or too small to attract investors.
 - The issue is not composed of complex or innovative features.
 - Interest rates are stable, market demand is strong and the market is able to absorb reasonable levels of buying and selling with reasonable price reliability.

If conditions for a competitive bond sale are not available then the following practice will apply to negotiated bond sales:

- A competitive underwriter-selection process that ensures that multiple proposals are considered will be used.

- The City's staff and the Financial Advisor will remain actively involved in each step of the negotiation and sale processes to uphold the public trust.
 - The City's staff and Financial Advisor, who are familiar with and abreast of the condition of the municipal market shall assist in structuring the issue, pricing, and monitoring sales activities. The Financial Advisor will submit recommendations regarding the method of sale, structure and timeline of events for the issue to the City in written form.
 - The Financial Advisor will not serve as underwriter of an issue.
 - The City will require that financial professionals disclose the name(s) of any person or firm compensated to promote the selection of the underwriter; any existing or planned arrangements between outside professionals to share tasks, responsibilities and fees; the name(s) of any person or firm with whom the sharing is proposed; and the method used to calculate the fees to be earned.
- b. **Private Placements:** The City may determine to seek funding by way of a private placement or bank loan where the size and structure of the borrowing does not warrant the issuance of publically offered debt. The City's Financial Advisor will compare the overall costs of a private placement with those of a public offering and recommend the most cost effective approach.

8. **Capital Improvement Plan**

The Finance Department will prepare, as part of the annual budget process, a Capital Improvement Plan that will be submitted to the City Commission for approval. Such Capital Improvement Plan will address at a minimum the amount of debt projected to be issued during the next five fiscal years.

Factors to be considered in the final projections are:

- The forecast of spending levels for capital projects.
- The availability of internal funds to pay for capital projects.
- Desired debt service coverage levels consistent with a highly-rated municipality.
- The additional bonds test calculation outlined in the applicable bond ordinances or related documents.

9. **Fixed Rate Debt**

a. Overview

Fixed rate debt is authorized to finance capital projects and for any other allowable purpose as stipulated in the governing bond ordinances and tax regulations.

b. Type

The City may issue any type of fixed rate debt as authorized by the City's various bond ordinances and recommended by the City's Financial Advisor.

c. Maturity, Structure, and Call Provisions

Prudent debt management requires that there be a proper matching of the lives of the assets and the length of the debt, whether taxable or tax-exempt, used to finance such asset. In addition, the City will, at all times, structure the amortization and maturity of any fixed rate debt to comply with the appropriate tax regulations.

To provide the maximum amount of flexibility, the City will utilize call provisions whenever possible. City staff, along with the financial advisor and underwriter, will assess the market at the time of pricing to determine its ability to issue bonds with such features while minimizing interest costs.

d. Providers

The City is allowed to sell debt by either negotiated sale or competitive bid. The determination of the method is to be made prior to each financing.

If the City selects the "competitive sale" method, determination of the winning bid will be based on the underwriting firm with the lowest True Interest Cost (TIC) proposal.

The City will employ staff or an outside professional financial advisor, other than the underwriter, who is familiar with and abreast of the conditions of the municipal market, and is available to assist in structuring the issue, pricing, and monitoring of sales activities. The City shall not use a firm to serve as both the financial advisor and underwriter. Selection of underwriters, financial advisors, bond counsel, and other necessary consultants involved in the debt transactions will be selected as outlined in the City Purchasing Policy.

e. Debt Service Reserve Fund

Unless otherwise recommended by the City's financial adviser and approved by the City Commission, a debt service reserve fund will be funded, maintained, and held for the benefit of bondholders as specified in the ordinance authorizing the sale of the bonds to pay principal and/or interest on the bonds should revenues from operations not be sufficient for such purpose in accordance with the appropriate bond ordinance.

- The debt service reserve fund may be in the form of cash and/or investments funded from the proceeds of bonds and/or revenues from operations or other pledged sources.
- If allowed by the ordinance, a surety issued by a financial institution nationally recognized in the industry to issue such policies may be used in place of a cash-funded debt service reserve.

- If allowed under the respective bond ordinance, any other form of financial instruments may be used in place of cash-funded or surety-funded debt service reserve, provided such financial instruments are issued by firms of nationally recognized standing.
- The City will weigh the benefits of each method of funding the debt service reserve fund prior to each issue and will choose the method most beneficial to the City based upon the facts and circumstances of each issue.

f. Approvals

The structure, maturity, and call provisions for each fixed rate financing must be approved by the Finance Director or designee on or prior to the date of pricing. Negotiation with the underwriter on negotiated bond transactions will be conducted by the Financial Advisor. Final transaction approval must be obtained from the City Commission.

g. Compliance/Reporting Requirements

All outstanding debt will be reported annually in the CAFR as required by generally accepted accounting principles.

The City will monitor and report any arbitrage rebate liability due to the U.S. Treasury on bond proceeds from fixed rate transactions.

10. Variable Rate Debt Instruments

a. Overview

Variable rate debt is authorized to finance capital projects and for any other allowable purpose as stipulated in the governing bond ordinances and tax regulations.

The City must adhere to the variable rate debt limits outlined in this Policy.

b. Type

The City may issue any type of variable rate debt as authorized by the various bond ordinances and recommended by the City's Financial Advisor. Some of the various types of debt authorized include, but are not limited to, Commercial Paper, Variable Rate Demand Obligations, and Medium Term Notes.

c. Management

On a periodic basis, the Director of Finance or designee will make decisions regarding any changes to the interest mode for variable rate obligations based on current and projected market conditions.

d. Maturity and Call Provisions

The City will structure the maturity dates of the variable rate debt to match the lives of the assets being financed. The City will, at all times, structure the amortization and maturity of any variable rate debt to comply with the appropriate tax regulations

e. Providers

Underwriters, remarketing agents or dealers of the City's variable rate debt program will be selected pursuant to the City's Purchasing Code.

Banks providing Liquidity Facilities for variable rate debt shall be reviewed regularly with the Financial Advisor and minimum short and long term ratings should be maintained in order to ensure good trading performance.

f. Variable Rate Debt Amount

The City's total variable rate debt outstanding as a percentage of its total debt will not exceed rating agency guidelines for highly rated municipalities. Variable rate debt synthetically fixed through a swap agreement will not be considered variable rate debt for this criterion.

g. Approvals

The structure and maturity for each variable rate financing must be approved by the Finance Director or designee prior to the transaction. Final transaction approval must be obtained from the City Commission.

h. Compliance/Reporting Requirements

All outstanding debt will be reported annually in the CAFR as required by generally accepted accounting principles.

The City will monitor and rebate any arbitrage liability due to the U.S. Treasury on bond proceeds from variable rate transactions.

11. Interest Rate Swaps, Caps, Options, and Collars

a. Overview

The prudent use of hedging instruments, including interest rate swaps, caps, options, and collars, can be an effective tool in meeting funding needs and structuring a balance sheet while managing risk associated with the movement of interest rates. Utilizing hedging products can provide the City with cost effective alternatives to traditional debt financing choices.

Utilizing interest rate swaps to achieve substantially lower interest cost is a main component in building the desired capital structure to allow the City to finance

efficiently. There are three types of interest rate swaps the City is authorized to enter into:

- Floating to fixed rate swaps,
 - Hedge interest rate risk on variable rate debt,
 - Lock in fixed rates on refunding bonds that will be issued in the future or
 - Take advantage of opportunities to obtain fixed swap rates that are lower than comparable fixed rate bonds.
- Fixed rate to floating rate swaps
 - Increase the amount of variable rate exposure without incurring the remarketing and liquidity costs.
 - Eliminate the put risk associated with variable rate debt.
- Basis swaps manage the risk associated with
 - The mismatch between two benchmarks.
 - Methodologies used to set interest rates.

b. Risks

Interest rate swaps and related hedging instruments may introduce additional risks to the City's credit profile. These risks include, but are not necessarily limited to, termination risk, counterparty risk, re-execution risk, amortization risk, Basis Risk, market risk, and tax event risk. Prior to entering into each interest rate swap transaction, these risks are evaluated to ensure adequate provisions are in place to minimize the downside and provide the maximum benefit the transaction originally intended.

c. Interest Rate Swap Management

The Finance Director or designee shall have the overall responsibility, from an overview standpoint, for the execution and management of interest rate swaps.

The Finance Director or designee shall determine the size of the total interest rate swap program and the maturity date for the swaps within the parameters of the Policy which has been approved by the City Commission.

Interest rate caps, collars and other related hedging instruments may be utilized to help manage interest rate risk in the Debt Management Program.

Forecasts of interest rate volatility and expected performance of the swaps, caps, collars, and related hedging instruments under various interest rate scenarios shall be updated on a periodic basis. Short and long term interest rates will be monitored over varying time periods and adjustments to the interest rate swap program will be modified.

d. Compliance/Reporting Requirements

Collateral reports will be updated on a monthly basis providing information relating to specific swap transactions that may require collateral posted based on mark to market valuations.

All outstanding debt will be reported annually in the CAFR as required by generally accepted accounting principles.

e. Optional Termination

The City shall consider including a provision that permits the City optionally to terminate the agreement at the market value of the agreement at any time. In general, the counterparty shall not have the right to optionally terminate an agreement. As practical as possible, the City shall have the right to assign its obligation to other counterparties.

f. Aspects of Risk Exposure Associated with Such Contracts

Before entering into an interest rate swap, The City shall evaluate all the risks inherent in the transaction. These risks to be evaluated should include the counterparty risk, market risk, termination risk, rollover risk, basis risk, tax event risk and amortization risk.

The City shall endeavor to diversify its exposure to counterparties. To that end, before entering into a transaction, it should determine its exposure to the relevant counterparty or counterparties and determine how the proposed transaction would affect the exposure.

g. Approvals

The structure of each interest rate swap must be approved by the Finance Director or designee prior to the transaction. Final transaction approval must be obtained from the City Commission.

h. Providers

Financial Institutions and Dealers executing interest rate swaps, caps, options, and other hedging instruments for the City shall be selected pursuant to the City Purchasing Policy. The City shall require that all institutions and dealers entering into interest rate swap, cap, option, and other hedging instrument agreements execute a Master Swap Agreement (the ISDA Master Agreement must be used as a part of the Master Swap Agreement) that is signed by both parties. All transactions entered into shall adhere to the requirements of the Master Swap Agreement.

The Master Swap Agreement will contain, among other things, language regarding credit rating maintenance standards. All providers will either, (1) be rated AA-/Aa3 or better by at least 2 of the rating agencies (Fitch, Moody's, or

Standard & Poor's) at the time of execution and enter into a collateral agreement to provide collateral as determined by the Credit Support Annex in the event that the credit rating falls below the AA-/Aa3 level or (2) be rated A/A2 or better by at least 2 of the rating agencies at the time the Agreement is entered into, and enter into a collateral agreement. The Finance Department will obtain an update of each provider's credit ratings on a quarterly basis.

i. **Swap Advisor and Counterparty Procurement**

Interest rate swaps can be procured on a competitive or negotiated basis. The appropriate procurement method depends on the structure of the interest rate exchange agreement as well as the market conditions. For all interest rate swaps, the City will engage a Swap Advisor to assist with the pricing and structuring of the agreement as well as to recommend the appropriate procurement method.

12. Investment of Bond Proceeds

The proceeds of the bond sales will be invested until expended for the intended project in order to maximize the utilization of the public funds. The investments will comply with the City's investment policy unless superseded by a bond covenant or related agreement. All bond proceeds shall be invested in manner to avoid, if possible, and minimize any potential negative arbitrage over the life of the bond issue. Bond proceeds to be used for the construction or acquisition of the capital assets shall be conservatively invested according to draw schedules which will be amended as needed.

13. Continuing Disclosure Requirements

The Finance Director with the assistance of the Financial Advisor and Bond/Disclosure Counsel will produce all the necessary documents for disclosure. All debt issues will meet the disclosure requirements of the Securities and Exchange Commission and other government agencies before and after the bond sales take place. The City's CAFR will be the primary vehicle for compliance with the continuing disclosure requirements. The CAFR may be supplemented with additional documentation if necessary. The City will follow a policy of "full disclosure" in its CAFR and bond official statements. The Finance Director will be responsible for filing the CAFR and providing disclosure on the status of all material events to the Municipal Securities Rulemaking Board, (MSRB) via the Electronic Municipal Market Access (EMMA) system.

14. Effective Date

This Policy will become effective upon adoption by the City Commission. This Policy shall be reviewed on an annual basis and amended as necessary with the approval of the City Commission.

15. Definitions

Advance Refunding - A bond is treated as issued to advance refund another bond if it is issued more than 90 days before the redemption of the refunded bond.

Amortization Risk – the potential cost to the issuer resulting from a mismatch between the outstanding underlying bond amortization and the outstanding notional amount of the swap.

Basis Risk – movement in the underlying variable rate indices may not be perfectly in tandem, creating a cost differential that could result in a net cash outflow from the issuer. Also, a mismatch can occur in a swap with both sides using floating, but different, rates.

SIFMA Index – The Securities Industry and Financial Markets Association Swaps Index, the principal benchmark for the floating rate payments for tax-exempt issuers. The index is a national rate based on a market basket of high-grade, seven-day tax-exempt variable rate bond issues.

Commercial Paper Note - shall mean any Bond which has a maturity date which is not more than 270 days after the date of issuance thereof.

Competitive Bid - a method of submitting proposals for the purchase of new issue of municipal securities by which the securities are awarded to the underwriting syndicate presenting the best bid according to stipulated criteria set forth in the notice of sale.

Counterparty risk – the risk that the other party in the derivative transaction fails to meet its obligations under the contract.

Credit Enhancement - shall mean, with respect to the Bonds of a Series, a maturity within a Series or an interest rate within a maturity, the issuance of an insurance Policy, letter of credit, surety bond or any other similar obligation, whereby the issuer thereof becomes unconditionally obligated to pay when due, to the extent not paid by the City or otherwise, the principal of and interest on such Bonds.

Credit Support Annex - is a standard supporting document that is made part of the ISDA Master Swap Agreement that governs the use of posting collateral when required.

Current Refunding - A bond is treated as issued to current refund another bond if the refunding issue is issued not more than 90 days before the redemption of the refunded bond.

Hedge – a transaction entered into to reduce exposure to market fluctuations.

Interest rate swap – a transaction in which two parties agree to exchange future net cash flows based on predetermined interest rate indices calculated on an agreed notional amount. The swap is not a debt instrument between the issuer and the counterparty, and there is no exchange of principal.

ISDA – International Swap Dealers Association, the global trade association with over 550 members that include dealers in the derivatives industry.

ISDA Master Agreement – the standardized master agreement for all swaps between the Issuer and the dealer that identifies the definitions and terms governing the swap transaction.

Letter of Credit (LOC) – A financial product generally purchased from a bank to provide credit enhancement and liquidity on variable rate bonds.

LIBOR – the principal benchmark for floating rate payments for taxable issuers. The London Inter Bank Offer Rate (LIBOR) is calculated as the average interest rate on Eurodollars traded between banks in London and can vary depending upon the maturity (e.g. one month or six months).

Long-dated swap - a swap with a term of more than ten years. Often used in the municipal market, as issuers often prefer to use a hedge that matches the maturity of the underlying debt or investment.

Mark-to-market – calculation of the value of a financial instrument (like an interest rate swap) based on the current market rates or prices of the underlying instrument (i.e. the variable on which the derivative is based).

Medium Term Note - any bond which has a maturity date which is more than 365 days, but not more than 15 years, after the date of issuance and is designated as a medium term note in the supplemental ordinance authorizing such bond.

Negotiated Sale - the sale of a new issue of municipal securities by an issuer through an exclusive agreement with an underwriter or underwriting syndicate selected by the issuer.

Tax Event Risk - the risk that tax laws will change, resulting in a change in the marginal tax rates on swaps and their underlying assets or, in a more extreme situation, remove the tax-exempt status of the issue and, therefore, its contractual obligations priced as tax-exempt facilities.

Termination risk – the risk that a swap will be terminated by the counterparty before maturity that could require the issuer to make a cash termination payment to the counterparty.

True Interest Cost - is the rate, compounded semi-annually, necessary to discount the amounts payable on the respective principal and interest payment date to the purchase price received for the bonds.

Variable Rate Bond - shall mean any Bond not bearing interest throughout its term at a specified rate or specified rates determined at the time of initial issuance.

Variable Rate Demand Obligations (VRDO) - A long term maturity security which is subject to a frequently available put option or tender option feature under which the holder may put the security back to the issuer or its agent at a predetermined price (generally par) after giving specified notice or as a result of a mandatory tender. Optional tenders are typically available to investors on a daily basis while in the daily or weekly mode and mandatory tenders are required upon a change in the interest rate while in the flexible or term mode. The frequency of a change in the interest rate of a

variable rate demand obligation is based upon the particular mode the security is in at the time.

**CITY OF WINTER PARK
LONG-TERM DEBT OUTSTANDING
AS OF JUNE 30, 2012**

Debt Issue	Purpose of Debt	Pledged Revenue	Amount Outstanding 6/30/2012	Final Maturity	Average Annual Debt Service	Interest Rate	Fitch Ratings	Bond Rating Moody's	S & P
General Obligation Bonds:									
Series 2004	Refund Series 1996 Bonds	Voted debt service millage	1,745,000	7/1/2016	388,000	2.00% - 3.80%	N/R	Aa1	N/R
Series 2011	Refund Series 2001 Bonds	Votes debt service millage	<u>6,955,000</u>	7/1/2021	<u>813,000</u>	2.50% - 3.00%	N/R	Aa1	N/R
Total General Obligation Debt			8,700,000		1,201,000				
Non-Ad Valorem Revenue Notes:									
Series 2006	Capital Improvement Note	Non ad valorem General Fund revenues	1,944,632	7/1/2016	522,000	3.62%	N/R	N/R	N/R
Series 2007	Orange Avenue Improvement Revenue Bond	Special assessments to property owners adjacent to improved portions of Orange Avenue	1,925,000	12/1/2027	167,000	4.35%	N/R	N/R	N/R
Series 2010	Refunding Park Avenue Improvement Revenue Bonds, Series 1998	Approximately \$55,000 per year from special assessments and the balance from non ad valorem General Fund revenues	2,180,000	7/1/2021	262,000	3.49%	N/R	N/R	N/R
BB&T	Upgrade air conditioning and lighting in City Hall and certain other facilities	Non ad valorem General Fund revenues	1,688,976	6/1/2022	49,000	3.05%	N/R	N/R	N/R
Total Non-Ad Valorem Revenue Debt			<u>7,738,608</u>		<u>1,000,000</u>				
Funded by General Fund Revenues						778,000			
Funded by special assessments						<u>222,000</u>			
						<u>1,000,000</u>			
Water and Sewer Revenue Bonds:									
Series 2002	Water plant and Iron Bridge improvements	Net revenues of the water and sewer	1,290,000	12/1/2012	-	4.38%	AA-	Aa2	AA-
Series 2009	Refund portion of Series 2004 bonds, terminate interest rate swap agreements associated with 2004 bonds and provide funding for automatic meter reading system and further improvements to Iron Bridge	Net revenues of the water and sewer system	43,210,000	12/1/2034	3,304,000	3.00% - 5.00%	AA-	Aa2	AA-
Series 2010	Refund remaining 2005 bonds, provide funding for extension of sewer service on Fairbanks Avenue from 17-92 to I-4	Net revenues of the water and sewer system	16,500,000	12/1/2030	673,000	4.08%	AA-	Aa2	AA-
Series 2011	Refund portion of Series 2002 bonds	Net revenues of the water and sewer system	14,155,000	12/1/2021	1,945,000	2.00% - 5.00%	AA-	Aa2	AA-
Total Water and Sewer Revenue Debt			<u>75,155,000</u>		<u>5,922,000</u>				
Electric Revenue Bonds:									
Series 2005A	Acquisition of the electric distribution system	Net revenues of the electric system	16,610,000	10/1/2033	1,110,000	Variable	AA-	A2	N/R
Series 2007	Undergrounding of certain electric utilities, electric portion of automated meter reading system and matching funds for undergrounding electric utilities in neighborhoods	Net revenues of the electric system	21,245,000	10/1/2037	1,380,000	3.38% - 4.25%	AA-	A2	N/R
Series 2009	Refund a portion of the 2005 bonds and terminate the associated interest rate swap agreements	Net revenues of the electric system	33,575,000	10/1/2035	2,320,000	2.00% - 5.00%	AA-	A2	N/R
Series 2010	Refund remaining 2005B bonds	Net revenues of the electric system	<u>5,095,000</u>	10/1/2035	<u>358,000</u>	3.20%	AA-	A2	N/R
Total Electric Revenue Debt			76,525,000		5,168,000				
CRA Loans:									
CRA Loan #67	Various CRA projects	Tax increment revenues from the CRA	2,085,000	1/1/2023	232,000	3.84%	N/R	N/R	N/R
CRA Loan #83	Various CRA projects	Tax increment revenues from the CRA	1,955,000	1/1/2023	217,000	3.78%	N/R	N/R	N/R
CRA Loan, Series 2005-1	Various CRA projects	Tax increment revenues from the CRA	613,919	1/1/2025	61,000	4.00%	N/R	N/R	N/R
CRA Loan, Series 2005-2	Various CRA projects	Tax increment revenues from the CRA	1,425,964	1/1/2025	157,000	5.91%	N/R	N/R	N/R
CRA Loan, Series 2006	Various CRA projects	Tax increment revenues from the CRA	1,675,000	1/1/2025	164,000	3.89%	N/R	N/R	N/R
CRA Loan, Series 2010	Various CRA projects - primarily Community Center	Tax increment revenues from the CRA	<u>7,410,000</u>	1/1/2026	<u>712,000</u>	4.48%	N/R	N/R	N/R
Total CRA Debt			15,164,882		1,543,000				
Vehicle Replacement Fund:									

CITY OF WINTER PARK
LONG-TERM DEBT OUTSTANDING
AS OF JUNE 30, 2012

Debt Issue	Purpose of Debt	Pledged Revenue	Amount Outstanding 6/30/2012	Final Maturity	Average Annual Debt Service	Interest Rate	Fitch Ratings	Moody's	S & P
Altec lease of electric utility vehicles	Electric utility trucks	Net revenues of the electric system	69,377	10/31/2014	53,000	3.74%	N/R	N/R	N/R

Note 1: Interest rates quoted in ranges indicate these are serial and term bonds. The lowest rates are for bonds maturing earliest in the life of the bond issue and the highest rates are for bonds that will be retired closest to final maturity of the bond issue.

N/R: Not rated



city commission agenda item

item type	Consent Agenda	meeting date	June 11, 2012
prepared by department division	Purchasing Division/Water & Wastewater Utilities Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N A		final vote

subject

IFB-10-2012 Fairbanks Avenue Roadway and Wastewater System Improvements Project

motion | recommendation

Recommend award to Masci General Contractor, Inc. in the amount of six million ninety five thousand seven hundred eighty nine and 77/100 dollars (\$6,095,789.77).

Background

The Fairbanks Avenue Roadway Improvements Project will provide increased pedestrian and vehicle safety, provide sewer to the commercial properties adjacent to Fairbanks Avenue, and beautify the corridor with new decorative street lights, and new signalization. Elimination of septic tanks may have a beneficial environmental impact on Lake Killarney, as well as a positive effect on economic development. The road will be repaved and restriped from SR 17-92 to I-4 and will provide new pedestrian crosswalks and bicycle lanes on both sides of the road for enhanced multi-modal transportation.

- On April 13, 2012 a mandatory Pre-Bid Conference was held to discuss the details of the project.
- Bids were due by May 21, 2012. A total of four (4) bids responsive were received and acknowledged.
- On May 25, 2012 a meeting was held with the apparent low bidder, staff, CH2M Hill and a representative from FDOT to verify they had an adequate understanding of the bid, its requirements and confirm that understanding was reflected in their bid. See bid tabulation below:

Company Name	Schedule A	Schedule B	Total Allowances	Base Bid	Deductive Alternate #1	Deductive Alternate #2
Dewitt Excavating Inc.	\$3,349,363.35	\$6,469,907.52	\$224,000.00	\$10,043,270.87	N/A	N/A
Gibbs & Register	\$2,343,566.10	\$5,181,777.00	\$224,000.00	\$7,749,343.10	\$501,968.80	\$229,860.00
Hubbard Construction Co.	\$2,941,416.56	\$5,150,000.00	\$224,000.00	\$8,315,416.56	\$505,275.00	\$239,000.00
Masci General Contractor Inc.	\$2,225,544.39	\$3,646,245.38	\$224,000.00	\$6,095,789.77	\$560,483.51	\$209,147.14

alternatives | other considerations

Other bids received.

fiscal impact

The project has multiple funding sources as follows:

Sources:	
Sewer impact fees	\$1,560,000
General Fund	166,790
Bond proceeds	3,130,000
FDOT:	
Fairbanks milling/resurfacing	1,239,000
Other corridor beautification/economic development	780,000
Total Sources	\$6,875,790
Uses:	
Construction	\$6,095,790
Other corridor beautification/economic development	780,000
Total Uses	\$6,875,790

long-term impact

There will be an ongoing maintenance and power costs for the new Jackson Ave lift station, as well as long term R&R and replacement costs for the new gravity sewer and force mains. This infrastructure is designed to last 30-50 years.

The other long term impact will be the potential for redevelopment along this gateway corridor

strategic objective

Quality facilities and infrastructure and economic development



city commission agenda item

item type	Action Items Requiring Discussion	meeting date	June 11, 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	MLK Task Force made the recommendation below.	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N A	final vote

subject

Naming opportunities to honor the memory and accomplishments of Dr. Martin Luther King, Jr.

motion | recommendation

Choose an appropriate naming opportunity honoring the memory and accomplishments of Dr. Martin Luther King, Jr., from the following choices:

- Pennsylvania Avenue from North Park Avenue to Fairbanks Avenue
- or
- Lake Island Park (including the Lake Island Recreation Center)
- or
- The Winter Park Community Center

background

On October 10, 2011 the City Commission established a MLK Task Force (the Task Force) to explore and recommend to the Commission appropriate naming opportunities to honor Dr. Martin Luther King, Jr. The final Task Force member was appointed in January and completed the Task Force with the following members:

- Mary Daniels
- Reverend Mitchell Dawkins
- Carolyn Fennel
- Commissioner Sarah Sprinkel
- Joyce Swain
- Reverend John Williams

At its first meeting, the Task Force developed and approved the following naming goal and criteria to be followed in the process:

Goal: To recommend an appropriate naming opportunity of a city street, park or venue that would honor the memory and accomplishments of Dr. Martin Luther King, Jr.

Criteria:

- The street, park or venue should have significant visibility.
- No street, park or venue already named after one of the founding or other prominent families should be renamed.
- If a street is selected, the number of businesses/residences that will have to incur the inconvenience and cost of an address change should be minimized.

If a street is selected for renaming, it should either be the whole street or at least start at one end of the street. This would avoid potential public safety challenges created when a street has its current name at one end, a different name in the middle and then returns to the current name at the other end.

The Task Force conducted two public input meetings. The first was held on April 10, 2012 at 6 p.m., at the Winter Park Community Center. There were 14 residents in attendance. *Attached is a summary of the input from that meeting in the form of meeting minutes.* The suggestions were categorized in the following three categories: Parks, Streets and Venues (buildings).

The second public input meeting was held on April 24, 2012 at 7 p.m., at the Mount Moriah Missionary Baptist Church. There were 17 residents in attendance, some of which had also attended the first meeting. The purpose of this meeting was to take input on the suggestions from the first meeting and add any suggestions that had not yet been given. Surveys were distributed and collected from those in attendance. *The results of the surveys are attached. A copy of the presentation package for the April 24 meeting is also attached.*

The following is the total list of suggestions received from the public by category:

Streets:

Pennsylvania Avenue: North Park Avenue to Fairbanks Avenue
Pennsylvania Avenue: Webster Avenue to Fairbanks Avenue
Pennsylvania Avenue: North Park to Lake Sue Avenue
New England Avenue
Railroad Avenue
Hannibal Square West
Virginia Avenue

Parks:

Lake Island Park
Shady Park
Garfield Avenue and Pennsylvania Avenue city-owned lot that could become a new park

Venues:

Winter Park Community Center
Heritage Center
Lake Island Recreation Center

On May 10, 2012 the Task Force met again and discussed all of the public input, including the surveys. The pros and cons of each suggestion were discussed and the Task Force voted to recommend one choice from each category for the Commission to choose from. The recommendations, along with some of the pros and cons for each, are as follows:

Pennsylvania Avenue (from North Park Avenue to Fairbanks Avenue):

Pros: Approximately 9,600 cars per day travel the road as well as significant cross street exposure from Fairbanks Avenue, New England Avenue, Morse Boulevard and North Park Avenue. Two of the oldest historic African-American churches front the road.

Cons: 56 properties would have to change their address. While staff could find no record of a formal policy for renaming a road, our past practice has been to survey the property owners along the road to see if a majority are in favor before making the change. If the Commission favors this option it needs to decide if it wants staff to survey the affected properties before a final decision is made.

Lake Island Park (including the Lake Island Recreation Center building):

Pros: Annual attendance estimated at 210,000. Draws visitors from around the region. No address changes required.

Cons: Technically does not meet naming policy adopted in May 2005, but the Commission has the authority to modify or override the policy. *A copy of the policy is attached.*

Winter Park Community Center:

Pros: Annual attendance estimated at 180,000. Significant building in the community. No address changes required.

Cons: There were members of the Task Force that felt strongly this facility should be named after someone significant in the community instead of a national figure. Technically does not meet naming policy adopted in May 2005, but the Commission has the authority to modify or override the policy. *A copy of the policy is attached.*

fiscal impact

Primarily just the costs of signage for whichever choice is made. If a street is selected, there may be a cost to those residents and businesses that have to change addresses on print materials.

long-term impact

None.

strategic objective

- n/a

Martin Luther King, Jr. Task Force Public Meeting Minutes

Tuesday, April 10, 2012

Winter Park Community Center, 721 West New England Avenue

6 p.m. – 7:30 p.m.

Attendees: All six Task Force members, Commissioner Leary, 14 Residents and 3 City Staff members.

Task Force member Carolyn Fennell opened the meeting and introduced the Task Force members to the audience.

Commissioner Sprinkel welcomed the attendees on behalf of the City Commission.

Reverend Cobb gave the invocation.

Ms. Fennell discussed the mission of the Task Force, the meeting purpose and the agreed upon naming criteria.

Ms. Fennell then opened the meeting for public input. The following streets, parks and venues were suggested by the public for consideration.

Streets

- Pennsylvania Avenue
- New England Avenue entire street
- Railroad Avenue (residential portion)
- Hannibal West
- Virginia
- Morse and Denning – suggested but not applicable because named after forefathers

Parks

- Lake Island Park
- Garfield and Pennsylvania vacant lot – city owned
- Shady Park (named by the community, does that have a strong bearing)

Venues

- Winter Park Community Center
- Heritage Center
- Lake Island Recreation Center

Questions:

- Will it be MLK street, boulevard, avenue? Not yet determined.
- Does it have to be named after MLK, why not other leader, someone current i.e. President Obama? Yes, the task force purpose is MLK, assignment is for MLK memorial. Can it be taken back to leaders for other suggestions such as Obama. – Linda Walker
- Lake Island – Whole Park? Yes.

Ms. Fennell explained that these suggestions will be considered by the Task Force and its recommendation(s) will be presented at the next public input meeting that is scheduled on April 24th at 7:00 p.m. at the Mt. Moriah Missionary Baptist Church.

Reverend Dawkins gave the benediction.

The meeting adjourned at 7:30 p.m.



MLK Task Force

Second Public Input Session

April 24, 2012



MLK Task Force Members



- Joyce Carter
- Mary Daniels
- Reverend Mitchell Dawkins
- Carolyn Fennell
- Commissioner Sarah Sprinkel
- Reverend John Williams



Criteria

- The street, park or venue should have significant visibility.
- No street, park or venue already named after one of the founding or other prominent families should be renamed.
- If a street is selected, the number of businesses/residences that will have to incur the inconvenience and cost of an address change should be minimized.
- If a street is selected for renaming, it should either be the whole street or at least start at one end of the street.



April 10 public input meeting

Suggested streets

- Pennsylvania Avenue
- New England Avenue entire street
- Railroad Avenue (residential portion)
- Hannibal West
- Virginia
- Morse and Denning – suggested but not applicable because named after forefathers

April 10 public input meeting



Suggested parks

- Lake Island Park
- Garfield and Pennsylvania vacant lot – city owned
- Shady Park



April 10 public input meeting

Suggested venues

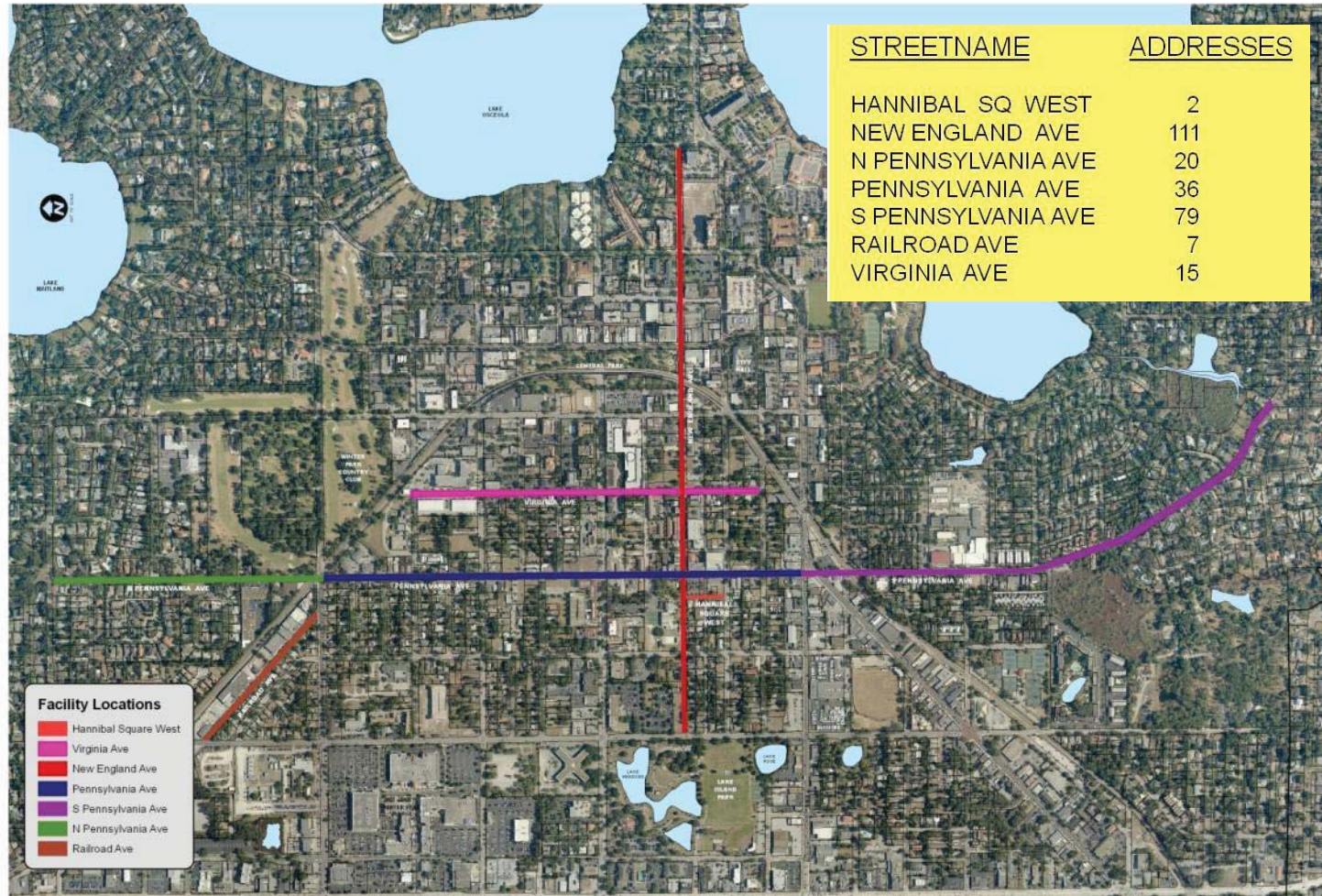
- Winter Park Community Center
- Heritage Center
- Lake Island Recreation Center

Questions from meeting



- Will it be MLK street, boulevard or avenue?
- Does it have to be named after MLK, why not other leader, someone current i.e. President Obama?
- Lake Island – Whole park?

Streets



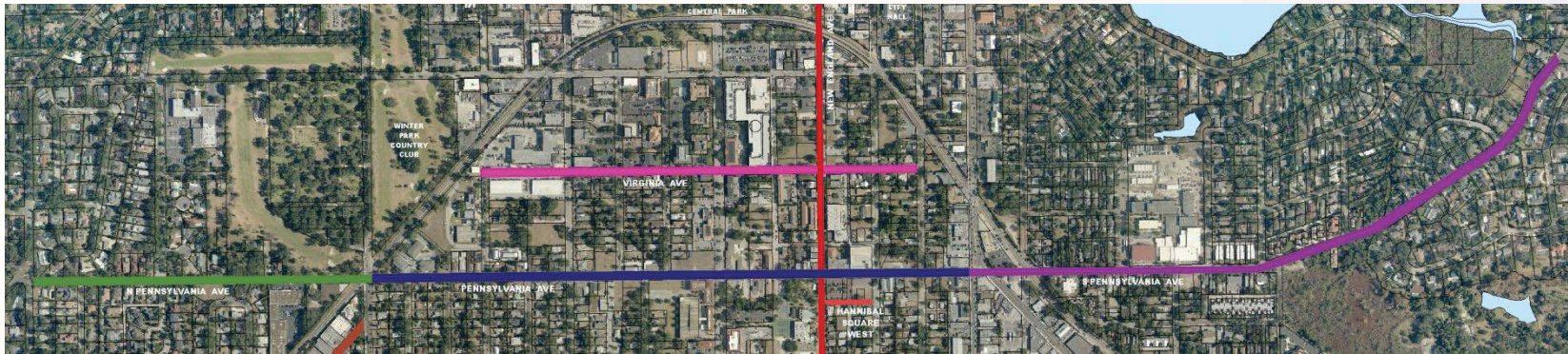
- Facility Locations**
- Hannibal Square West
 - Virginia Ave
 - New England Ave
 - Pennsylvania Ave
 - S Pennsylvania Ave
 - N Pennsylvania Ave
 - Railroad Ave



Streets

- Pennsylvania Ave: N. Park to Fairbanks
- Pennsylvania Ave.: Webster to Fairbanks
- Pennsylvania Ave.: N. Park to Lake Sue
- New England Ave.
- Railroad Ave.
- Hannibal West
- Virginia Ave.

Streets Pennsylvania Avenue



9,652 cars/day

79 property addresses (Lake Sue to Fairbanks)

36 property addresses (Fairbanks to Webster)

20 property addresses (Webster to N. Park)

Streets

New England Avenue



2,732 cars/day

111 property addresses



Streets

Railroad Avenue



600 cars/day

7 property addresses

Streets

Hannibal Square West



300 cars/day

2 property addresses

Streets

Virginia Avenue



500 cars/per day
15 property addresses

Parks



Parks



- Lake Island Park
- Garfield and Pennsylvania vacant lot – city owned
- Shady Park

Parks – Lake Island Park



Annual attendance
estimated at 210,050

Draws visitors from
around the region

Parks – Vacant city lot



City-owned lot

New park would
have to be created

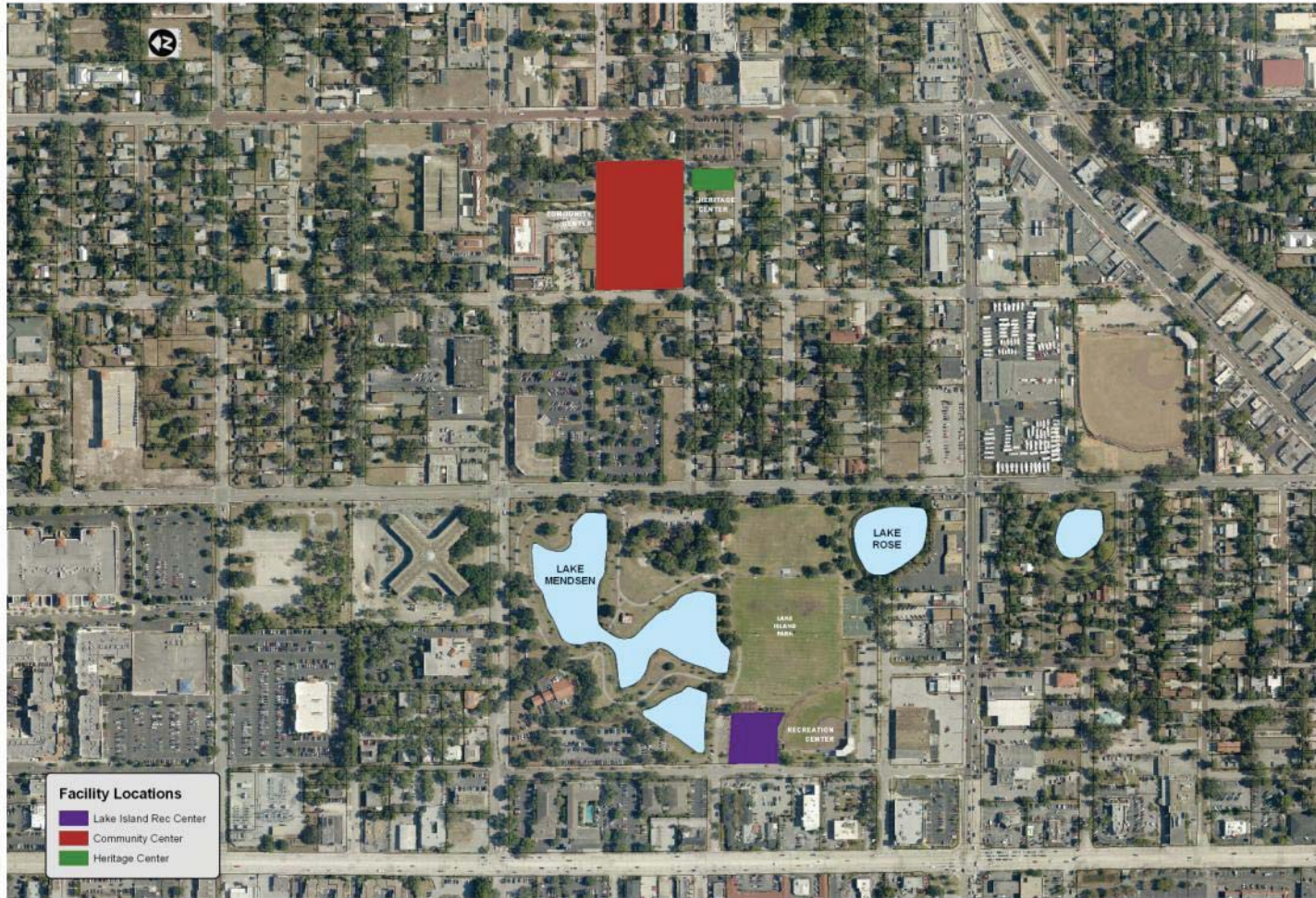
Parks – Shady Park



Annual attendance
estimated at 26,250

Named by the
community

Venues





Suggested venues

- Winter Park Community Center
- Heritage Center
- Lake Island Recreation Center

Venues – Winter Park Community Center



Annual attendance
estimated at 180,000

Venues – Heritage Center



Annual attendance
estimated at 10,000

Venues – Lake Island Recreation Center



Annual attendance
estimated at 8,000



Review

Suggested streets

- Pennsylvania Avenue: N. Park to Fairbanks
- Pennsylvania Avenue: Webster to Fairbanks
- Pennsylvania Avenue: Lake Sue to North Park
- New England Avenue
- Railroad Avenue
- Hannibal West
- Virginia

Review



Suggested parks

- Lake Island Park
- Garfield and Pennsylvania vacant lot – city owned
- Shady Park

Review



Suggested venues

- Winter Park Community Center
- Heritage Center
- Lake Island Recreation Center



Next steps

- Survey
- MLK Task Force will review results of today's meeting. Select:
 - 1 street
 - 1 park
 - 1 venue
- Task Force recommendation will be brought to City Commission on June 11 for public hearing



MLK Task Force 2nd Public Input Session

Tuesday, April 24, 2012

SURVEY RESULTS

The results of this survey will be considered by the MLK Task Force as they make a recommendation to the City Commission.

Please select only one choice per category.

Street (select only one)

- 3** Pennsylvania Avenue: North Park to Fairbanks |||
- 1** Pennsylvania Avenue: Webster to Fairbanks |
- 5** Pennsylvania Avenue: North Park to Lake Sue ||||
- 3** New England Avenue |||
- 1** Railroad Avenue |
- 1** Hannibal Square West |
- 0** Virginia Avenue

Park (select only one)

- 5** Lake Island Park ||||
- 2** Garfield & Pennsylvania vacant lot – city owned ||
- 6** Shady Park |||| |

Venue (select only one)

- 9** Winter Park Community Center |||| ||||
- 4** Heritage Center ||||
- 0** Lake Island Recreation Center

<u>Policy #</u>	<u>Subject</u>	<u>Department</u>	<u>City Commission Adoption Date</u>
	Naming of City Owned Facilities	Parks and Recreation	5/9/2005

Naming opportunities are generally identified and priced on a project by project basis. However, they commonly follow these guidelines:

1. Monetary Criteria:

- a.) Projects over \$5,000,000 will be considered on a project by project basis.
- b.) Projects totaling between \$3,000,000 - \$5,000,000
 - Minimum donation- whichever is greater.
 - \$1,000,000 minimum
 - Must be 1/3 of the full cost of the construction.
- c.) Projects totaling between \$1,000,000- \$3,000,000
 - Minimum donation- whichever is greater.
 - \$500,000 minimum
 - Must be at least 1/2 of the full cost of the construction.
- d.) Projects totaling under \$500,000 will require a full 100% donation.

* Should there be more than one donor; consideration will be given to the lead donor.

2. Naming Criteria:

- a.) Should be in honor of an Individual:
 - Should be the name of a person.
 - Should have a significant tie to the City of Winter Park
 - Should have made significant contributions to the history. Progress, development, and/or culture of Winter Park during his/her lifetime.
 - Must be deceased and have been a resident at the time the contributions were made.
 - Should be directly associated with the existing building or site to be (re)named.

no book

3. Room Naming Criteria:

- a.) Should be in honor of individual or of a Civic Organization.
 - Group or person should have a significant tie to the City of Winter Park.

* The donation required for the naming of rooms within a building will be considered on a project by project basis.

The payment period for a major gift varies from immediate full finding to a multi-year pledge period generally not to exceed five years. Multi-year pledges require annual proportional payments. For example, a five year pledge is paid at a minimum of 1/5 of the pledge amount each year.

Ideally pledges are non-revocable and tied to an estate commitment if not paid prior to a donor's death.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	June 11, 2011
prepared by department division	Electric Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Utilities Advisory Board	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

Subject

City of Winter Park Electric Undergrounding, Tree Management, and Reforestation Plan

motion | recommendation

- 1) Accept the proposed ranking methodology for prioritizing future electric system undergrounding projects
- 2) Accept the recommended line clearance strategy coordinated with the electric system undergrounding program

background

History – The City of Winter Park, as permitted by its franchise agreement with Progress Energy Florida (PEF), purchased the electric distribution system effective June 1, 2005. The main reason this community decided to purchase the electric system was due to unacceptable electric system reliability. Prior to the vote in September 2003, in which the citizens overwhelmingly voted to take over the electric system, the System Average Interruption Duration Index (SAIDI) was averaging above 200 minutes of outage per year per customer. Typically, electric utilities provide reliability at SAIDI levels below 100 minutes per year. The Orlando Utilities Commission (OUC) markets itself as “the Reliable One” delivers electric service at SAIDI levels below 50 minutes per year.

In addition to desiring improved reliability, the citizens of Winter Park have long supported placing overhead electric wires underground. Electric system reliability is dramatically affected by the trimming of trees. When overhead primary conductor operating at 7,200 volts phase to ground contacts tree branches outages are caused which decreases the reliability of electric service. Improved reliability requires increased pruning and/or placing the lines underground. By purchasing the electric system, the City is able to implement a long-term strategy to use profits from the electric system to fund an undergrounding initiative. In 2006 and 2008 citizen surveys both confirmed that a large majority of Winter Park citizens want the electric lines place underground. The results of the 2006 survey are summarized below.

2006 Citizen Survey Results

Strategy for Undergrounding	Percentage Favoring
Issue bonds and pay debt service with electric profits	43%
Pay for undergrounding with Neighborhood Assessments	13%
Increase electric rates to fund continued undergrounding	3%
Increase property taxes to fund continued undergrounding	2%
Continue undergrounding on a pay-as-you-go basis	29%
Forget undergrounding and decrease rates	6%
No preference	3 %

As can be seen 61% favored some acceleration of undergrounding funded by various mechanisms. The 2008 survey saw similar results. In November 2007, the City of Winter Park issued bonds to pay off the 2005 notes, to fund various capital improvement projects including various mainline feeder undergrounding projects, and to offer PLUG-IN neighborhood programs. The PLUG-IN program allows neighborhoods to share in the cost of undergrounding and thereby elevate the priority of the specific neighborhood undergrounding project. The underground related projects funded by the 2007 bonds are shown in the table below.

2007 Electric System Revenue Bonds – Undergrounding Projects

Undergrounding Projects:	Bond Proceeds
Mainline Feeders	\$11.5 million
Webster Avenue	
Aloma Avenue/Osceola Avenue	
Palmer Avenue	
Lakemont Avenue	
Glenridge Way/Lake Sue (deferred and replaced by other projects Feb 2011)	
Alabama Avenue (funded by deferral of Glenridge Way project)	
Temple Drive	
Rehabilitation of Downtown underground network	\$.5 million
PLUG-IN (Putting Lines Underground in Neighborhoods)	\$2.5 million
Total bond funds for undergrounding	\$14.5 million

The above projects have been completed, except for the Glenridge Way/Lake Sue Ave project that was deferred to fund the purchase of the Canon Ave. Substation T-2 transformer, to purchase replacement Canton Ave Substation circuit breakers, and to fund the Alabama undergrounding project. Also, funding remains available for the PLUG-IN program.

As a result of these bond projects, 8.6 miles of mainline feeders have been placed underground. Through 10 PLUG-IN projects, another 1.8 miles of primary overhead conductor have been placed underground. Previously, based on maps that were provided by PEF at the time of the electric system acquisition, staff had estimated 71.5 miles of primary overhead conductor remain to be placed underground (does not include secondary conductor or customers' overhead electric services). Approximately 79 miles of primary electric system wire have been already placed underground (most of which was already underground at the time the system was purchased from Progress Energy Florida

Go Forward Strategy – In order to confirm the number of miles of remaining overhead and to confirm the number of tree conflicts, electric department personnel have been in the process of physically inventorying the entire overhead primary electric system. The initial inventory has been completed and staff is now confirming the inventory results and is in the process of developing updated underground cost estimates. At this point it appears that the number of miles to be undergrounded is approximately 83.3 miles of overhead primary instead of the previous estimate based on PEF maps.

Through the inventory process staff has identified 466 overhead primary line segments to be undergrounded. In addition to identifying all remaining overhead primary line segments, each line segment is described by the following characteristics.

- Geographical Location
- Project Length
- Number of tree conflicts. Note that when intersecting laterals are not fused, (in other words when hard-wire connected) tree conflicts in those laterals are included. This recognizes that

these trees affect the outages of the line segment identified for undergrounding. This is important from an electric system reliability point of view and may cause confusion to the lay person interested in the tree conflict math.

- Whether the line segment is in a street right-of-way, whether or not the street is considered an arterial street or whether the line segment is rear lot.
- Construction type whether it is a 3-phase feeder, 3 phase (non-feeder), 2 phase, or single phase. Feeder construction is important because it is a simple way to indicate relative importance of the line segment in terms of how many customers the line affects. Although not hard and fast, a 3-phase feeder may serve 500-1,000 customers, a 3 phase non-feeder line may serve several hundred customers and two phase and single phase lines would likely serve less than 100 customers.
- Circuit identification (important to electric operations only)
- Calculated tree density = tree conflicts per mile. Tree conflicts per mile is a way to normalize the number of tree conflicts so that the various line segments can be compared and ranked. For instance, when comparing a 1 mile line segment with 50 tree conflicts with a ¼ mile line segment with 20 conflicts you would calculate segment one as having 50 conflicts per mile and segment two as having 80 conflicts per mile. Segment two would therefore have the more dense tree conflict and would warrant a higher priority in terms of tree conflicts.

In addition to confirming the inventory results and updating the cost estimates for undergrounding, staff is in the process of combining the identified 466 overhead primary line segments into logical undergrounding projects. After the line segments have been combined into undergrounded projects, staff will recommend a priority ranking of the projects based on the following quantitative point system:

- A maximum of 40 points will be assigned, on a sliding scale basis (0-40 points), for tree conflict density (i.e. tree conflicts per mile). This approach has two benefits. From both an aesthetic and electric system line clearance point of view, the lines that have the most trees per mile will be given a weighting of 40% of the total points available in the ranking process.
- A maximum of 20 points will be assigned based on the visibility of the overhead wires. Overhead primary wires on arterial roads will be given 20 points, Corridor streets will be given 15 points, and residential roads will be given 10 points. Overhead primary wires that are located rear lot will be given 0 points.
- A maximum of 20 points will be assigned to 3-phase mainline feeder lines, 10 points will be assigned to 3-phase non-mainline feeder lines, 5 points will assigned to 2-phase overhead primary, and 2 points will be assigned to 1-phase overhead primary
- As a part of developing the combination of line segments into logical undergrounding projects, electric system personnel will judge each project's operational reliability. Each project will be judged as to whether the line segment provides good, average, or poor reliability. Those with the worst reliability will get the maximum 20 points, average reliability will garner 10 points and those with the best reliability will get zero points.

The City's tree team developed and approved the ranking methodology as a fair quantitative approach that appropriately takes into consideration tree preservation and electric system reliability. The proposed weighting/point scoring methodology will tend to elevate the priority of those projects that have the most tree conflicts, the highest visibility and the worst reliability that affect the most customers. Conversely the methodology will reduce the priority of projects that involve the least trees, have excellent reliability and which are rear lot.

In addition to the quantitative ranking methodology discussed above, the priority of undergrounding projects may be raised to coordinate with other City construction projects. For instance if a defined undergrounding projects is located where a Public Works storm drainage project or streetscape project is scheduled to be constructed in advance of an undergrounding project, the City reserves the right to advance the priority of the undergrounding project to be constructed at the same time as the Public Works project. This would be done to reduce costs of either or both projects and to minimize the inconvenience to citizens in terms of maintenance of traffic.

The tree team includes the following personnel:

Michelle Del Valle, Assistant City Manager
John Holland, Director of Parks and Recreation
Lee Mackin, Chief of Forestry
Sylvia Hawkins, Chief of Code Enforcement
Alan Lee, Code Enforcement Officer/Arborist
Jerry Warren, Director Electric Department
Terry Hotard, Assistant Director Electric Department
Dave Mullholland, ENCO, Electric Department Operations Manager
Dru Dennison, ArborMetrics, Electric Department Forestry Manager

Line Clearance – Electric system reliability and safety depends on maintaining adequate clearance between trees and energized primary conductor. Typically the electric industry maintains 10' clearance. This clearance takes into consideration the following:

- Reliability requirements by avoiding tree contact with electric wires during storms and high winds;
- Decreasing the likelihood that lightning strikes to trees will enter the electric system;
- Tree growth and trim cycles;
- Reducing the likelihood of fires;
- Assuring the safety of children that may be climbing trees and pedestrians that may come in contact with the tree.
- OSHA requirements that prohibit workers other than trained line workers from working within 10' of energized primary;

Recent pruning by the City's electric department has stimulated a debate about the technique being used by segments of the community that perceive the pruning to have a negative impact to the beauty and value of the tree canopy. It should be pointed out that some of the pruning is a result of trying to maintain appropriate electric line clearances, but some is restorative and is a result of improper pruning practices in the past and existing deadwood/decay pockets. The Electric Utility is pruning the trees in accordance with the International Society of Arboriculture (ISA) Best Management Practices "Utility Pruning of Trees" and American National Standards Institute (ANSI A300). Improper pruning stimulates unhealthy sucker growth which weakens branch attachments and becomes an entry way for insects, disease, and decay which adversely affects the health of the tree and shortens its life.

The City's electric department has concluded that the best long-term solution to the line clearance debate is the continued undergrounding of the electric system which as noted earlier is consistent with the desires of the majority of the citizens of Winter Park. Using the undergrounding prioritization methodology described above will increase reliability and at the same time will reduce the need for long-term pruning of valued canopy trees.

Staff recommends that the following strategies be implemented:

1. On a tree by tree basis, prune trees to the minimum clearance necessary for safe and reliable operation of the electric system, while maintaining proper pruning techniques as identified by ANSI A300 Standards and ISA Best Management Practices" Utility Pruning of Trees" ISA pruning standards. If a line is scheduled for undergrounding in less than 5 years, prune as follows:
 - a. If a line is scheduled for undergrounding in less than 3 years, line clearance pruning will be carried out only if absolutely required.
 - b. Coordinate line clearance pruning such that lines that are scheduled for undergrounding in the 3-5 year timeframe be scheduled for only one pruning.
2. Coordinate line clearance pruning such that lines that are scheduled for undergrounding in the 5-8 year timeframe be scheduled for only two prunings,

3. Electric lines that are scheduled for underground after 8 years will be pruned approximately every 3 years to achieve electric system reliability and in accordance with ANSI A300 Standards and ISA Best Management Practices " Utility Pruning of Trees".
4. In addition to line clearance pruning, the removal and replacement of declining trees will be coordinated with the undergrounding program.

Utilities Advisory Board Consideration - This agenda item will be presented to the Utilities Advisory Board for its consideration and action at its June 6, 2012. That consideration will come after the completion and distribution of the June 11 agenda packet. Staff will communicate the UAB's action immediately following the Board's action and will reaffirm it at the June 11, City Commission meeting.

alternatives | other considerations

1. Direct staff to develop a different ranking methodology for prioritizing the City's undergrounding initiative,
2. Direct staff to develop/implement different pruning standards

fiscal impact

The ranking methodology is not anticipated to have any impact on the cost of the City's undergrounding initiative, but will only affect the order in which overhead lines will be placed underground. The recommended pruning strategy is not intended to either shorten or lengthen current electric system pruning cycles and therefore is not expected to impact the electric department's line clearance budget.

strategic objective

Quality Facilities and Infrastructure.

Attachment:

City of Winter Park
Undergrounding Prioritization Criteria

Criteria	Weight	Point Scale
Tree Conflict	40%	Sliding Scale 0- 40 points based on tree conflicts per mile
Visibility	20%	Arterial Roads = 20 Corridor Roads = 15 Residential Streets = 10 Rear Lot Lines = 0
Service Type	20%	3 Phase Main Line Feeder = 20 3 Phase = 10 2 Phase = 5 Single Phase = 2
Reliability	20%	Poor = 20 Average = 10 Good = 0



city commission agenda item

item type	Action Items Requiring Discussion	meeting date	June 11, 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

Discuss issuance of RFQ for Federal Lobbying services.

motion | recommendation

Determine whether or not the Commission wants to issue an RFQ for federal lobbying services.

background

At the May 14, 2012 Commission Meeting the Commission directed this item be moved to the June 11 meeting with Commissioner Sprinkel offering to bring forth evaluation criteria. Attached is the information she provided.

Also attached is the agenda backup from the May 14th meeting.

fiscal impact

The current cost is \$5,000 per month. While the potential return is great as can be seen from the results above, there are no guarantees of return.

long-term impact

Unknown.

strategic objective

n/a

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF WINTER PARK AND
ALCALDE AND FAY, LTD.**

The following is an agreement between the City of Winter Park, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation, communications, water resources, housing and Federal grant programs; and

WHEREAS, in the judgment of the City Commission, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with public works, transportation, communications, water resources, housing and Federal grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on public works, transportation, economic development, communications, water resources, housing and Federal grant programs, including but not limited to:
1. Developing strategies to obtain and maximize funding for public works, transportation, economic development, water resources, housing and Federal grant programs.
 2. Coordinating funding, legislation and policy related activities with the United States Congress and federal agencies;
 3. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement the CITY'S projects;
 4. Maintaining direct and frequent contact with key United States Senators and Representatives;
 5. Advocating CITY interests during the United States legislative and regulatory process;
 6. Providing the CITY with a written report of activities and attending CITY meetings upon the CITY'S request;
 7. Upon reasonable written request from CITY, CONTRACTOR shall provide to CITY a complete statement identifying all Florida state, county or municipal entities upon whose behalf CONTRACTOR currently provides professional services.
- B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall not exceed \$5,000.00 per month. The monthly \$5,000.00 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on February 1, 2003. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only following written approval by the City Manager.
- C. KEY PERSONNEL: CONTRACTOR has represented to CITY that CITY will have L.A. "Skip" Bafalis and Jim Davenport, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: JAMES WILLIAMS
CITY MANAGER
CITY OF WINTER PARK
401 SOUTH PARK AVENUE
WINTER PARK, FL 32789

CONTRACTOR: ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

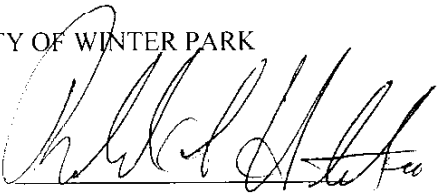
- D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. TERM OF AGREEMENT: This Agreement shall become effective on February 1, 2003 and shall terminate upon 30 day's written notice by either party with or without cause.
- F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the CONTRACTOR related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the CITY or the CONTRACTOR. Such public records may not be destroyed without the specific written approval of the Mayor. Upon request by the CITY, the CONTRACTOR shall promptly supply copies of said public records to the CITY. Nothing contained in this paragraph shall require the disclosure of information that is exempt from public records disclosure pursuant to state or federal law.

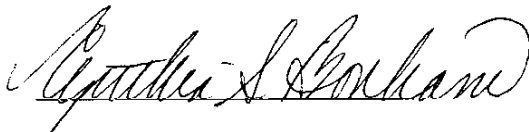
- H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the City of Winter Park. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule a mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- I. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Orange County.
- J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 28th day of January, 2003.

ATTEST:

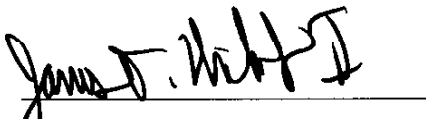

CITY OF WINTER PARK


By: 



WITNESSES:

ALCALDE AND FAY, LTD.

By: 

Guidelines for Hiring and Working with a State Lobbyist

ASLA's Constitution states that the Society shall "shall promote the profession of landscape architecture and advance the practice through advocacy, education, communication, and fellowship." Advocacy is important not only in the promotion of the profession (e.g., licensure, procurement), but also to support legislation that advances public policy issues that reflect the principles of the stewardship of the land and capture the expertise of landscape architects (e.g., stormwater management, transportation, historic preservation, security design).

It was no surprise that a surveys of ASLA members show that "lack of time" is the barrier that most often prevents landscape architects from participating in advocacy. Hiring a professional lobbyist can ensure that ASLA chapters streamline the work that needs to be done and that all of the volunteer time is efficiently directed to a common policy goal. The following guidelines provide an outline of the planning process prior to hiring a lobbyist as well as tips for a productive relationship with a lobbying firm.

Evaluate Your Expectations

Before deciding who your lobbyist should be, or even what specific tasks are needed, determine your expectations for the general objectives to be performed and the ongoing relationship that the lobbyist should have with the chapter. The lobbyist will be your voice, and it should be someone with a compatible approach or style.

- ✓ Do you prefer working with a solo lobbyist, small firm, or large firm? You may get more personal attention from a solo or small firm, but there may be less capacity to cover the political contacts. A large firm may have more resources and perhaps more than one lobbyist working on your behalf; however, you may also get the bait and switch – the firm principal solicits your business and the junior lobbyist handles your account.
- ✓ Do you prefer a lobbyist that is familiar with landscape architecture? While it is acceptable to consider this a factor in your decision, never consider this to be the most important attribute of a lobbyist. Many, many lobbyists handle multiple issues and are accustomed to learning new perspectives. However, be sure that the lobbyist will respect your expertise and is willing to learn about landscape architecture and understand your issues.
- ✓ Be prepared: Do you need (or *could* you need) services beyond legislative advocacy? You don't want to find out after-the-fact that you will have to hire another consultant to cover all of the services you need. Not every lobbyist is a lawyer and some lobbyists specialize in legislative or regulatory/executive branch matters. Areas of expertise may include any or all of the following:
 - Legislative advocacy
 - Regulatory/executive branch lobbying for state board activity and/or restraints to practice
 - Legal representation, either for practice issues or association management
 - PR/Media outreach
 - Association management (some AM firms can also be tapped to serve the role of lobbyist when you need it)

Establish a Job Description

To offer an RFP and begin a good relationship with a lobbyist, the chapter needs to establish a clear list of responsibilities for the lobbyist. It may include:

- Serve as a conduit for information—to and from the legislature and state agencies.
- Establish relationships with key legislators and staff.
- Accurately and persuasively present the organization's views.
- Keep the client informed of key developments and factors that could affect the legislation.
- Provide strategic direction for grassroots activity.
- Advise when concessions are necessary, or when you should stand your ground.

Also identify the chapter's responsibilities in working with a lobbyist:

- Identify the lead contact(s) for the lobbyist. Ideally, it will be one or two people. All other members should use that lead contact, which will filter and coordinate efficient communication to and from the lobbyist. The contact should also be empowered to be a decision maker during negotiations in a fast-moving legislative process.
- Information, information, information. The chapter must provide background on the issue, including legislative history and anticipated opposition (and support).
- Be honest about your financial and member resources.

- The lobbyist is the insider, but the chapter must still do the grassroots work – contacting legislators, identifying and soliciting witnesses to testify, and other coordinating tasks.

Do your Homework

Before the RFP or the interview process begins, do your homework:

- Ask your friends – check with your allies or similar sized organizations to see if they have any referrals. If you have a good relationship with a legislator (particularly one that is your bill sponsor), ask him/her for recommendations.
- Review the lobbyist's client list for potential conflicts of interest and issue concentration. The client list can also give you a sense of whether the lobbyist has time for your issue. If the lobbyist has worked for allied professions, it can be an asset or a liability. Do not take a chance you'll have to drop a lobbyist and start over because a conflict develops after-the-fact. You could end up feeling forced to stick with a "conflicted" lobbyist to prevent the damage he/she could inflict if the relationship ends.
- Check the bio information – does the firm have the right political connections for the current and projected legislative political environment? For example, did the lobbyist gain experience with a Democratic governor and the Republicans are in power?
- The bottom \$\$ line – it is impossible to generalize the cost of a lobbyist across the nation. When checking around for references, discreetly ask allies about the cost of their lobbyists.
 - A flat monthly fee is more reliable than an hourly fee, which could add up very fast if there aren't checks in place to ensure you stay within budget.
 - Beware of getting a "deal" on the price. In most cases, you get what you pay for. You may be able to find an up-and-coming lobbyist at a good rate. He/she may also have more time to spend on your issue as the lobbyist develops their client base.

The Contract

Be as specific as possible in the contract for services, including:

- The outcome(s) you want to see as a result of their work.
- A clear time frame for achieving this outcome.
- Products they will be responsible for producing, which could include legislative language, grassroots correspondence with legislators, issue factsheets, organization of a chapter lobby day, etc. Many of these products could be done by the chapter (and with National staff assistance), which could provide leverage to reduce the fee accordingly.
- Legislative issues you want your lobbyist to monitor or address.
- A clear fee and payment plan.
- A plan for regular communication, input, and guidance between your lobbyist and key chapter contacts.
- Note: It is illegal to require results (e.g., the passage of your bill) as a condition of payment or incentives.

Be a Good Client and Vigilant Advocate

The work is not finished when the lobbyist takes the job. Remember that the lobbyist is a professional at politics, not your issue. Make the most of the relationship:

- You are the client. Respect the lobbyist's expertise, but be confident in your instincts and convey those instincts to your lobbyist. Sometimes losing this year's battle is better than enacting a weak bill that will be tough to strengthen later on – that is your decision, not the lobbyist's to make. Be sure your lobbyist understands your long-range goal and is willing to work closely with you to develop a strategy to achieve this goal.
- Set a regular reporting system to get updates from the lobbyist. Insist on them.
- Any lobbyist is likely to have a variety of clients - be realistic about the time demands you can make.
- Make sure that your membership is kept aware of legislative activity and advocacy and prepared for grassroots action. This will help them quantify the benefits of this large expenditure.
- Set up a regular job-performance evaluation either at year-end or after the legislative session. You should not punish a lobbyist simply because they did not produce a legislative win. It is illegal to reward a lobbyist for legislative success.
- Remember that ASLA National staff is a resource for any questions or concerns about lobbying activity. Contact Government Affairs Director Julia Lent at 202-216-2330.



NEWS

SCHOOL BOARD APPROVES TOOL TO EVALUATE LOBBYIST PERFORMANCE

Contact: Perla Tabares Hantman
305-995-1334

NEWS RELEASE FROM PERLA TABARES HANTMAN

September 6, 2007

As proposed by Board Member Perla Tabares Hantman, District 4, the Miami-Dade School Board voted unanimously at its September meeting to develop a performance evaluation tool for lobbyists paid by the School Board.

"It is important for the Board to know just how efficiently the people we hire to represent us at state and federal levels are performing," said Hantman. "A performance evaluation tool can provide us with that information."

According to the Board's specifications, the performance evaluation tool would be similar to one used by the Miami-Dade County Commission's Office of Intergovernmental Affairs to objectively review lobbyist performance. The county scores lobbyist performance as outstanding, acceptable, unacceptable or not applicable.

The performance evaluation tool will be based on lobbyists' performance on issues and transactions with Miami-Dade County Public Schools. Evaluation criteria will be based on performance and compliance with all existing Board Rules dealing with lobbyists. The results of the evaluation will be used as the basis to determine continuance of contracts with lobbyists and transmitted to the Board on an annual basis, or as appropriate.

The School Board directed the Superintendent to develop a performance evaluation tool and report back to the Board at the October 17, 2007 School Board meeting.

###

STATE LOBBYIST EVALUATIONS

Your evaluation of each state lobbyist should cover the following questions, with particular emphasis on how the outcome of November elections may impact TI's representation.

Enclose a copy of an up-to-date client list for each current lobbyist.

1. With which political party is the lobbyist most closely identified? Which party is in control of each house and the executive branch? Does the lobbyist's party affiliation ever present a problem? Could a change in political control present difficulties?
2. Does the lobbyist have the respect of and access to legislative and executive leadership? Is the lobbyist capable of keeping up with leadership changes?
3. How many clients does the lobbyist represent? Are there too many for him/her to concentrate adequately on tobacco issues? Do any of these clients present possible conflicts of interest? Do any present opportunities for coalition efforts?
4. Does the lobbyist have effective Congressional contacts? Is he/she willing to use those contacts on federal tobacco issues?
5. What is the lobbyist's overall track record with the Tobacco Institute?
6. Does the lobbyist respond to your office's requests in a timely fashion? Does he/she report legislative action to your office promptly? Is it necessary for your office to contact the lobbyist to learn what should have been conveyed in the routine course of business?
7. Does the lobbyist comply with all state lobbying registration and reporting laws? Does he/she advise and assist you on TI's obligations as a lobbyist employer? Are copies of his/her reporting forms forwarded to you?
8. Is the current retainer competitive with other lobbyists in the state? What is your recommendation for retainer level in 1993?
9. Is additional lobbying support necessary to adequately address tobacco issues in 1993?
10. Are you satisfied that TI has the best representation possible? If not, what changes do you recommend?

Advocate/Lobbyist Name _____

Evaluation Period _____

Evaluator _____

OVERALL PERFORMANCE RATING

- Marginal Needs some improvement; successful in some dimensions
- Successful Fully successful in most dimensions
- Exceptional Very high ratings in most dimensions
- Outstanding Outstanding in most dimensions

Strengths:

Improvement/Development Needs:

Performance Rating Scale: O = Outstanding E = Exceptional S = Successful M = Marginal

Evaluation Categories and Comments	Ratings
Understanding and adherence to FLA policies/goals:	
Legislative knowledge/skill:	
Internal communication (with Legislative Committee and FLA membership):	
External liaison (with Legislature, Governor's Office, etc.):	

Teamwork (with Legislative Committee, FLA Executive Board, etc.):	
---	--

Signature of Committee Rater: _____ Date: _____

Signature of Legislative Advocate: _____ Date: _____

American Association of
Orthopedic Surgeons

SAMPLE EVALUATION FORM
LOBBYIST EVALUATION FORM

NAME OF LOBBYIST

ADDRESS

CONTRACT PERIOD

SCOPE OF WORK

PART I

The following scale is used in this part of the evaluation form:

1= EXCEEDED EXPECTATIONS 2= MET EXPECTATIONS 3= DID NOT MEET
EXPECTATIONS

EFFECTIVENESS:

Did the legislative outcome meet your expectation? (circle one) 1 2 3

If your goals were not met, does your current position for future action meet your

expectation? (circle one) 1 2 3

EFFORT

Did the amount of time the lobbyist spent on the society's behalf meet your
expectations? (circle one) 1 2 3

Did the level of importance the lobbyist placed on the issue meet your
expectations? (circle one) 1 2 3

QUALITY

Did the quality of the work by the lobbyist meet your expectations?
(circle one) 1 2 3

Where did it fall short? _____

Did accuracy of the strategic advice given by the lobbyist meet your
expectations? (circle one) 1 2 3

Where did it fall short? _____

Did the accuracy of the lobbyist's assessment of the legislative situation meet your expectations? (circle one) 1 2 3

Where did it fall short? _____

TIMELINESS

Did the lobbyist's management of the timing of the events meet your expectations? (circle one) 1 2 3

Where did it fall short? _____

COMMUNICATIONS

Did the lobbyist's responses to your inquiries meet your expectations? (circle one) 1 2 3

Where did they fall short? _____

Did the regular reports meet your expectations? (circle one) 1 2 3

Where did they fall short? _____

Did the lobbyist's availability meet your expectations? (circle one) 1 2 3

Where did it fall short? _____

PART 11

The following scale is used in this part of the evaluation form:

1= SUPERIOR 2= GOOD 3= AVERAGE 4= POOR

SKILLS

Rate the lobbyists strategic planning skills: 1 2 3 4

Rate the lobbyist's verbal communications skills: 1 2 3 4

Rate the lobbyist's written communications skills: 1 2 3 4

KNOWLEDGE

Rate the lobbyist's knowledge of the legislative process: 1 2 3 4

Rate the lobbyist's knowledge of your issue: 1 2 3 4

Rate the lobbyist's knowledge of key players in the legislature: 1 2 3 4

CONTACTS

Rate the value of the lobbyist's contacts with key committee members? 1 2 3 4

Rate the value of the lobbyist's contacts with the leadership? 1 2 3 4

Rate the value of the lobbyist's contacts with allies? 1 2 3 4

OTHER COMMENTS

SHOULD THE CONTRACT BE CONTINUED? _____

REVIEWER(S)



Center for Lobbying
in the Public Interest

promoting, supporting and protecting nonprofit advocacy and lobbying

SMART AND ETHICAL PRINCIPLES AND PRACTICES FOR PUBLIC INTEREST LOBBYING

Benchmarking Chart

Democracy depends on citizen participation, and nonprofit organizations provide one of the most effective vehicles for engaging people in the democratic process. Since 1998, the Center for Lobbying in the Public Interest (CLPI) has helped nonprofits across the country, working on every issue and cause, to understand that nonprofit lobbying and advocacy are not only legal, but also critical to achieving their missions and making democracy work.

CLPI promotes, supports, and protects 501(c)(3) nonprofit advocacy and lobbying to strengthen participation in our democratic society and advance the missions of charitable organizations.

In 2006-07, CLPI led a process and convened the National Summit on Smart and Ethical Principles and Practices for Public Interest Lobbying at the Rockefeller Brothers Fund's Pocantico Conference Center to:

- Define and lift up "public interest lobbying" as core to nonprofit work.
- Identify and advance smart and ethical practices in public interest lobbying.
- Strengthen the CLPI Action Network to enrich and expand the climate for public interest lobbying.

The idea to develop "Smart and Ethical Principles and Practices for Public Interest Lobbying" arose at our 2005 CLPI Action Network Retreat, and it gained relevance in light of the Abramoff scandal, the resulting increased scrutiny of lobbying in general, and the ripple effect that has further impacted nonprofit lobbying. Nonprofits – guardians of the *public interest* – must seize the opportunity to proactively define our efforts in terms of both ethical and strategic principles for public interest lobbying as a vehicle for better public policy and, ultimately, lasting systemic change.

Using the Principles and Practices

From the start, CLPI intended for the principles and practices to be useful to nonprofits in their core work, not just an intellectual exercise or research project. Further, we see them as (1) aspirational – we know that no single nonprofit will excel at all of the practices at every moment, and (2) invitational – not the basis for standardization or certification.

Thus, we invite nonprofit lobbyists to use the following principles and practices to benchmark and continuously improve their own efforts to advance public interests and improve public policy. Consider incorporating them into strategic planning, staff and volunteer training, and other organizational capacity building, as well as opportunities for dialogue with coalition partners, constituents, board members and other stakeholders. To view the full report on the development of these Smart and Ethical Principles and Practices in Public Interest Lobbying, visit www.clpi.org.

The Principles and Practices

The following principles, as well as the process for identifying them, are described in greater detail on the following pages:

- ⇒ Public interest lobbying adds civic value to the community today and in the future.
- ⇒ Public interest lobbying is inclusive and expansive, engaging the community and particularly those most affected by the public policy being advocated.
- ⇒ Public interest lobbying is credible, trustworthy, and fact based.
- ⇒ High-quality public interest lobbying is multifaceted and adaptive.

Principle 1: Public interest lobbying adds civic value to the community today and in the future.

<i>Smart and ethical practices to operationalize this principle:</i>	<i>Progress to date</i>	<i>Next steps</i>
Practice 1A: Public interest organizations and their lobbyists promote democracy by including, educating, and empowering a diverse spectrum of voices in the public policy debate.		
Practice 1B: Public interest organizations and their lobbyists take a broad and long-term vision of social change, even as they may pursue the specific focus of one nonprofit.		
Practice 1C: By acting with integrity, public interest organizations and their lobbyists enable ongoing, mutually beneficial relationships with constituents, policymakers, and coalition partners and strengthen public trust in nonprofits.		

Principle 2: Public interest lobbying is inclusive and expansive, engaging the community and particularly those most affected by the public policy being advocated.

<i>Smart and ethical practices to operationalize this principle:</i>	<i>Progress to date</i>	<i>Next steps</i>
Practice 2A: Public interest organizations and their lobbyists hold a core belief in participatory democracy as well as the right and ability of average citizens to make decisions about their lives and communities.		
Practice 2B: Public interest organizations and their lobbyists engage constituents at all levels of the process – from setting the agenda and shaping strategy to meeting with policymakers and assessing results. Note: public interest lobbying firms build this capacity in their nonprofit clients.		
Practice 2C: Public interest organizations and their lobbyists create feedback loops to report back to constituents and incorporate continuous input.		
Practice 2D: Public interest organizations and their lobbyists bring authentic stories to the policy-making process, without exploiting or co-opting the people reflected (i.e., getting people to do something without giving them a full range of information or opportunity to participate).		
Practice 2E: Public interest organizations and their lobbyists engage the media to reach policymakers and the public.		

Principle 3: Public interest lobbying is credible, trustworthy, and fact based;

<i>Smart & ethical practices to operationalize this principle:</i>	<i>Progress to date:</i>	<i>Next steps:</i>
Practice 3A: Public interest organizations and their lobbyists comply -- and keep up-to-date to ensure compliance -- with all local, state, and federal lobbying laws and regulations.		
Practice 3B: Public interest organizations and their lobbyists select and advance policy positions through objective quantitative and qualitative research and data, including personal stories that exemplify the need for and impact of the intended policy change.		
Practice 3C: Public interest organizations and their lobbyists know and understand all sides of their policy issue, as well as potential ripple effects and unintended consequences.		
Practice 3D: Public interest organizations and their lobbyists use information strategically but do not intentionally mislead with information to enable a policy victory.		
Practice 3E: Public interest organizations and their lobbyists maintain trust by following through and doing what they say they will do.		

Principle 4: High-quality public interest lobbying is multi-faceted and adaptive.

<i>Smart and ethical practices to operationalize this principle:</i>	<i>Progress to date:</i>	<i>Next steps:</i>
Practice 4A: Public interest organizations and their lobbyists aggressively and strategically attempt to protect helpful and reform harmful public policy, not just make a point. By developing their capacity in a broad range of activities and tactics -- research and analysis, communications, coalition building, educating the public, convening, direct lobbying, grassroots organizing and lobbying, litigation, etc. -- public interest organizations make use of tools that are appropriate to what they are trying to accomplish.		
Practice 4B: Public interest organizations and their lobbyists take informed, calculated risks that do not harm their constituents, coalition partners, or others.		
Practice 4C: Public interest organizations and their lobbyists are accurate, timely, and nimble.		
Practice 4D: Public interest organizations & their lobbyists continue learning & honing their capabilities.		

LOBBYING**Lobbying Effectively**

Lobbying is often associated with quiet words behind closed doors, but this is just one technique. It is usually necessary to use many other campaigning methods to persuade a government to listen seriously to those quiet words and to take the desired action.

Lobbying can include:

- Visits or meetings with officials in the capital city, at the embassy or in local/district offices.
- Discussions with officials at inter-governmental meetings (eg. United Nations conferences, African Union summits, Commonwealth gatherings).
- Trips or excursions organised for officials.
- Letters, petitions and other forms of contact with decision makers.

Why lobbying governments is important:

- Governments have power.
- Politicians lead as well as follow public opinion.
- Governments can influence other governments.
- Governments compose and decide the actions of intergovernmental organisations (IGOs).
- Governments can strengthen international standards and mechanisms to protect human rights.
- Governments can change legislation and practice.

Who to Lobby*Research and analysis*

The starting point for developing strategies is research and analysis of the situation you are in, the problems you are trying to overcome, the opportunities you may be able to take advantage of, and the resources you have available.

Questions:

- Has the government you are lobbying signed and ratified any international human rights treaties?
- Has the government made explicit policy statements and commitments in relation to international human rights issues?
- Is there parliamentary scrutiny or other official monitoring mechanisms on government policy?
- Are there any mechanisms for independent scrutiny of the links between human rights and foreign/trade/defence policy? Who is responsible for these mechanisms? Do they take submissions?
- Are there any formal mechanisms for human rights organisations to input into policy generally and in relation to specific countries or issues?
- Does the government have particular military, economic or cultural links with other countries that may give it influence? Which are these countries? What are the sources of influence within these countries?
- In which IGO bodies is your government represented? Is it represented on the UN Commission on Human Rights, UN Security Council, the World Bank, regional IGOs?
- Which ministers, departments and interest groups are involved in the formulation of foreign (or other relevant) policy generally and in relation to specific countries or issues? Do you have good access to these people?
- Who is responsible for foreign policy within political parties?
- Is the media influential on foreign or trade policy? Is the media more influential in relation to some countries or issues than others? Are some media or journalists more influential on policy than others?
- Are particular individuals, such as judges, academics, writers or television personalities, likely to have greater influence on policy than other people?
- How is the ministry of foreign affairs organised? Are there specialists on particular countries and themes? Are you in direct contact with them?
- Is there an institutional policymaking body on human rights in international relations, such as a human rights unit? Are you in direct contact with them?
- Is there specific legislation on the human rights considerations of military or economic links?
- Is there a wider constituency of support for integrating human rights into foreign policy, such as other NGOs?
- Do staff members of the foreign affairs ministry and other relevant government departments receive human rights training?
- Does the government have a commitment to developing human rights strategies on particular countries?

How to Lobby*Practicalities of lobbying*

The process of informing and persuading those with power or influence to act to protect and promote human rights involves a number of techniques. You may decide you need to use membership action, the influence of third parties and media publicity, or you might simply have a chat with the foreign minister over a cup of coffee. In the long-term, success also depends on the following:

Specify objectives

The overall objective of a lobbying programme is to ensure that the protection and promotion of human rights becomes a key component of the government's international relations (and relevant domestic policy). Depending on how far this objective is from being achieved, other shorter term objectives need to be set based on your analysis of the current situation. These objectives could be:

- Developing public debate about foreign policy and human rights;
- Developing contact with elected representatives and political parties on international human rights issues;
- Establishment of an annual independent review of government action on human rights;
- Access to, and good working relationships with, key officials in the human rights unit of the foreign affairs ministry;
- Access to and influence with the minister of foreign affairs, president and/or prime minister;
- Agreement of the foreign affairs ministry to take up and act on each case that you bring to its attention;
- Taking the lead role on a particular country/human rights issue in international organisations.

Whatever your objectives, you should seek to make your progress towards achieving them measurable so that you can evaluate your strategy and work.

Membership action

Governments are generally responsive to pressure from the community. You must therefore develop a strategy to involve your members or supporters effectively and provide them with the resources to act.

- Organise letter-writing by members and other organisations to targeted members of the government or elected representatives on selected issues.
- Make sure your members seek meetings with their elected representatives to convey concern as constituents. Target particular influential representatives and members of the government.
- Hold campaigning events such as public meetings and protests in the constituency/home area of elected representatives.
- Ask members to write to the media.
- Involve the membership in public protests inside or outside important government meetings.

Lobbying Officials

A visit to the office of a decision-maker is often a good way to establish contact and put across your message. Contact the office by sending a formal letter requesting an appointment. The people who will make up the delegation should sign the letter. Be sure to confirm the appointment by phone, check the address, time and directions to the venue. If you do not receive a reply to the letter, telephone or visit the office to request an appointment once more, or use contacts who may help you gain access to the official.

Things to Consider:

- Plan your delegation carefully – the more constituencies your delegation represents, the better you will be able to put across all the facts and opinions necessary to influence the decision maker.
- Delegate different tasks to each member of the team and appoint one leader who will introduce everyone and guide the meeting.
- Plan the arguments you want to put across, practise saying them, think of questions or counter-arguments you will be given and plan how you will respond.
- Say specifically what you would like the decision-maker to do (e.g. adopt new legislation, ask a question in parliament, change a policy, speak to the Cabinet, etc.).
- Leave a statement and a pack of material behind which summarises your arguments and include your contact details.
- Use the time well – often half the meeting can be used for introductions and other issues, and the delegation gets distracted from making its point.

A Sample Strategy Objective:

Question: Who do you need to convince to take action?

Answer: Parliament (a majority of members).

Question: Who or what is likely to convince them?

Answer: Party policy, the issue being defined as one of individual conscience and personal responsibility, community attitudes, respected organisations, religious leaders, individual judges, lawyers' organisations, international concern/pressure.

Question: What is the timing?

Answer: Parliament is scheduled to vote on a bill concerning freedom of expression in six weeks' time.

Possible strategy:

Either seek commitment of political parties to freedom of expression or for a vote based on individual conscience. Identify those members of parliament for and against and those most likely to change their mind. Focus action on those most likely to change their position. Get individual groups to write to and meet with targeted individual members of parliament.

Where to Lobby*International conferences*

Diplomats at conferences like Commonwealth and United Nations summits usually expect to be lobbied by campaigners from their own country and by other campaigners on any number of issues.

Work as a team

To begin with, meet with other campaigners from your country or region to establish what your main lobbying points are and to decide on strategies to convince a diplomat to accept your position. Divide amongst the group diplomats and delegations to lobby.

When you first meet with diplomats and delegations, it is important to let them tell you what their positions are on the various issues of concern. Then, in the give and take of the discussion, if their position does not support your campaign, that is when you lobby. Campaigners should report the results of the meetings to the campaign group to ensure you are not duplicating efforts and can plan for further lobbying.

Monitoring and Evaluation

When preparing strategies, include ways that you can monitor your progress and evaluate the outcome of the strategy. This means making sure that the objectives set are specific and measurable.

Tips for Successful Lobbyists

- Establish yourself as a resource for policy makers by supplying them with information - newsletters, research papers, publications and the outcome of research.
- Express your willingness to help them find additional material or data.
- Maintain your relationship with the policy maker by sending them information, thanking them when they voted appropriately on the issue you are concerned about and inviting them to events.
- Encourage people to write personal letters to the policy maker and send copies of these letters to the press.
- Organise a briefing for the policy makers at which an expert on the issue can talk about its importance.

REFERENCES

© Amnesty International Publications. *Amnesty International Campaigning Manual*, 2001. 1 Easton Street, London WC1X 0DW, United Kingdom.
<http://www.amnesty.org>

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Center for Lobbying
in the Public Interest

promoting, supporting and protecting nonprofit advocacy and lobbying

Evaluating Your Nonprofit's Lobbyist

Organizations are asking with increasing frequency how to evaluate the performance of a nonprofit lobbyist. There is no one set of performance guidelines that provides certainty regarding such evaluation. However, there are a number of performance clues related to a lobbyist's activities that can help you judge how well your lobbyist is serving your organization.

Some might assume that it should be easy to judge performance based on whether the legislature acted favorably on a given legislative initiative. For the most part, whether legislation has passed or failed isn't a sound basis on which to judge performance. There are always a number of forces influencing the direction of major legislation over which a single organization or coalition has little control. Therefore, to judge performance solely on legislative outcome misses the mark. As David Cohen, a veteran public interest lobbyist, has said, "Some policies take more than a lifetime to achieve. Some of my lobbying mentors worked for causes all their lives and never completed their work." He went on to say that those public interest lobbyists viewed their work as not to complete the task but to start it and find ways to bring their visions alive, both in the minds of the public and policymakers.

While final legislative outcome is not a sound criterion against which to judge performance, some critically important legislation-related activities and required attributes can assist your group in evaluating the performance of your lobbyist:

- 1) The essence of lobbying is **relationships** – with constituents, policymakers, coalition partners and other staff in your organization. The ability to establish and maintain strong relationships is a top priority to look for in the performance of your public interest lobbyist. No one person can achieve an important policy change. You must have the ability to develop strong relationships with people both within and outside your organization.
- 2) **Perseverance** is basic. Legislation usually takes years to enact and your lobbyist must have the capacity to stay with the process day by day, over the long haul.
- 3) Skill in **organizing the grassroots** to participate in your initiative is very important. Getting constituents of legislators you are trying to influence to be in touch with those legislators is absolutely basic to accomplishing legislative change. Being able to develop this kind of network and to use it effectively is of fundamental importance.
- 4) **Coalition building** is absolutely essential. Enactment of major legislation almost always requires building a coalition with a strong leader to build trust, openness, honesty and "no surprises" for the rest of the coalition. Your lobbyist's understanding of the value of coalitions and ability to build them is indispensable.

- 5) It's important for your lobbyist to have the ability to help your organization understand much of what will have to be involved in the effort to achieve a legislative goal while at the same time helping the group recognize that no legislative process is very predictable. Related to this is the ability to **motivate** the Board, membership and grassroots to become enthusiastically engaged in the legislative initiative.
- 6) Your lobbyist should be able to **communicate** effectively with people outside your immediate world. The lobbyist must have ability to demystify the policymaking process, which allows people distant from that process to learn how to affect it.
- 7) Understanding how to use communication **technology** including audio, video, email and faxes is also fundamentally important.
- 8) Your lobbyist also needs to know the basics about the **legislative process** and the key committee members or other legislators who have either jurisdiction or influence over your legislation and can affect its movement; the details of **the bill** you are supporting and why its provisions are important to the legislators' constituents and to your organization; and, the **organizational structure** of your group and how it communicates with its members.

Obviously, no lobbyist is going to have all these skills and attributes and each organization will have to judge for itself what it needs most. Over time, the lobbyist will no doubt be able to develop much of what is needed and will be able to help the organization fill in any gaps by tapping resources either inside or outside the organization.

One approach to conducting the evaluation would be to ask the evaluators to rank how the lobbyist scores, from one to five (strong to weak) on a grid on each of the activities and attributes listed above. The lobbyist might also be asked to score himself or herself and then compare the differences in a discussion with the evaluators. If your lobbyist was hired to carry out some, but not all of the tasks outlined above the lobbyist would be evaluated accordingly.

A related approach to evaluation that calls for a more specific, short-term review includes evaluating your lobbyist's progress, perhaps on a quarterly basis. The lobbyist should, in close cooperation with key staff and volunteers, set clear goals such as recruitment of sponsors for your legislation, developing a coalition, and organizing grassroots contacts. The goals might be included on a grid that names each goal being addressed, its level of importance, how you are measuring achievement toward the goal, related target dates for meeting those achievements, and the current status of progress toward achieving the goal.

It's important to have the evaluation of your lobbyist carried out by those who are acquainted with how a legislature works and who know the most effective ways to organize a nonprofit's resources in support of legislation. The evaluation might, on occasion, include legislative staff persons who have worked with your lobbyist and who were recommended by your lobbyist as having knowledge of the lobbyist's work. It probably goes without saying that the evaluation should be conducted with sensitivity so it's important to take the path that will be least disruptive of your relationship with your lobbyist.



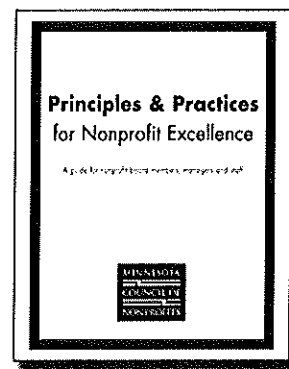
Print | Close

Evaluation

Principles and Practices for Nonprofit Excellence

Nonprofit organizations have proven to be highly effective at a wide variety of tasks that benefit society. An essential responsibility of every nonprofit organization is to assess the impact of its actions and to act upon this information. The public has a stake in nonprofit performance and is entitled to information regarding organizational results.

Nonprofits should regularly measure their performance against a clear set of goals and objectives. They should share this information with their constituents and the public and use it to continually improve the quality of their processes, programs and activities.



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Responsiveness

- Nonprofits should commit to effective and efficient delivery of services and should always strive to improve processes, programs and results.
- Nonprofits should have a regular system for investigating ways to improve their services, programs and internal processes in order to best serve their constituents.
- Nonprofit programs should take into account and respond to the experience, needs and satisfaction of the constituents they serve.
- Nonprofits should conduct program evaluations in ways that are culturally sensitive and appropriate for the community served.

Measurement

- An organization's measurement systems should be practical and useful to improve ongoing processes, activities and results.
- An organization's measurement systems should be used to evaluate organizational effectiveness and inform its operational plan.
- Performance measures should be realistic and appropriate to the size and scope of the organization and its constituents.
- Measurement should include information on satisfaction, activities, results and community input.
- Performance measures should be specific and based on evidence gathered before, during and after program development and implementation.
- Measurements may include both qualitative and quantitative data.
- Measurements should include data on efficiency and effectiveness.

- Nonprofit organizations should contract with other organizations or consultants to serve as external evaluators when appropriate and feasible.

End Uses

- Evaluation information collected from individuals must be kept confidential unless they give consent for its release.
- Nonprofit evaluation should be ongoing and should include input from a wide variety of constituents, service recipients and volunteers.
- Nonprofits should be open to hearing from and having comprehensive discussions with members of the public who may question the organization's effectiveness.
- Nonprofits should use evaluation results to improve programs and activities and incorporate the results into future planning.
- Nonprofits should communicate evaluation results to a broad range of constituents.

<< Previous

All About Boards of Directors (For-Profit and Nonprofit) | Tax Information for Nonprofits | Sample Form for Board's Evaluation of the Chief Executive

Sample Form for Board's Evaluation of the Chief Executive

© Copyright Carter McNamara, MBA, PhD, Authenticity Consulting, LLC. Also see Carter's Board Blog (for for-profits and nonprofits).

Also See The Library's Blogs Related To Evaluating the Chief Executive

In addition to the articles on this current page, see the following blogs which have posts related to Evaluating the Chief Executive. Scan down the blog's page to see various posts. Also see the section "Recent Blog Posts" in the sidebar of the blog or click on "next" near the bottom of a post in the blog.

- Library's Boards of Directors Blog
- Library's Nonprofit Capacity Building Blog



The following is one sample form that might be used by the Board to evaluate the Chief Executive. This sample should be customized to the particular culture and purpose of the agency by modifying the performance criteria (in the following table) as appropriate for the organization, inserting those criteria in the table below, and conducting the evaluation using the updated table.

Directions:

1. The Board establishes a policy for evaluating the Chief Executive and establishes a current or ad hoc committee to carry out the evaluation. See "Guidelines for the Board's Evaluation of the Chief Executive."
2. Board, working with the Chief Executive, establishes performance criteria and inserts them in the table below. References organizational goals and the Chief Executive's job description.
3. The Board assigns specific weighing factors for each of the major categories below. Factors depend on what the Board believes should be priorities for the Chief Executive during the evaluation period. The factors should total 100%. Example weightings might be finances 15%, revenue 20%, human resources 15%, products/programs 20%, facilities 10%, planning and governance 20%.
4. Each Board member and the Chief Executive completes the table below about the Chief Executive's performance during the evaluation period. Each criteria is ranked from 1-5, with 1=unsatisfactory, 2 = partially within expectations, 3=meets expectations, 4=exceeds expectations, and 5= far exceeds expectations. This numerical ranking system tends to give perspective more than commentary. Rankings with commentary is ideal.
5. Multiply each ranking by the category's weighting factor. Put the answer in the score column.
6. On a separate sheet of paper, provide any commentary that addresses rankings below 3. Consider adding commentary for high ratings as well.
7. Provide evaluation sheet and commentary to the Board member who is assigned to collate the sheets (usually the Board Chair).
8. The Board may decide to provide the Chief Executive an average ranking for each category. Similarly, commentary can be summarized or each comment provided to the Chief Executive.
9. The evaluation committee provides the evaluation report to the Chief Executive and schedules a meeting with him or her shortly thereafter.
10. Ensure the meeting is update and ends on a positive note.
11. Ensure plans are made to address ratings below 3, including specific actions by specific dates.

Also see
Related Library Topics

Sample Basic Form for Evaluating Chief Executive

Directions for use of this form are included on the previous page.

Name of Preparer	Ratings	Weight Factor	= Score
Finances, consider: · No loss of operating funds; no prolonged legal difficulties · · Develops realistic budgets and stays within them · Maintains needed cash flow · Receives a "clean" financial audit Comments:			

<p>Revenue, consider:</p> <ul style="list-style-type: none"> · Raises enough revenue to accomplish significant program goals and maintains or builds a financial balance keeping with organizational policy <p>Comments:</p>			
<p>Human Resources, consider:</p> <ul style="list-style-type: none"> · Maintains or increases productivity of staff · Maintains sufficient and effective volunteer corps (nonprofits) · No undue staff turnover; no ongoing personnel complaints <p>Comments:</p>			
<p>Products/Programs, consider:</p> <ul style="list-style-type: none"> · Maintains or expands programs per plans · Program evaluations demonstrate effectiveness · Meets yearly program goals and objectives <p>Comments:</p>			
<p>Facilities, consider:</p> <ul style="list-style-type: none"> · Maintains professional surroundings and safe working environment <p>Comments:</p>			
<p>Planning and Governance, consider:</p> <ul style="list-style-type: none"> · Has in place a clear mission statement and strategic plan · Maintains an active Board that provide good governance to the organization <p>Comments:</p>			

Return to Board of Director's Evaluation of Chief Executive

[Submit a link](#)

For the Category of Boards of Directors:

To round out your knowledge of this Library topic, you may want to review some related topics, available from the link below. Each of the related topics includes free, online resources.

Also, scan the Recommended Books listed below. They have been selected for their relevance and highly practical nature.

Related Library Topics

Recommended Books

[For-Profit \("Corporate"\) Boards of Directors](#)

[Nonprofit Boards of Directors](#)

For-Profit ("Corporate") Boards of Directors



Field Guide to Leadership and Supervision in Business
 by **Carter McNamara**, published by **Authenticity Consulting, LLC**. Provides step-by-step, highly practical guidelines to recruit, utilize and evaluate the best employees for your business. Includes guidelines to effectively lead yourself (as Board member or employee), other individuals, groups and organizations. Includes guidelines to avoid burnout -- a very common problem among employees of small businesses. Many materials in this Library are adapted from this book.

NOTE: This is one of the few books that's all about leadership AND how to effectively work with a corporate (for-profit) Board.

The following books are recommended because of their highly practical nature and often because they include a wide range of information about this Library topic. To get more information about each book, just click on the image of the book. Also, a "bubble" of information might be displayed. You can click on the title of the book in that bubble to get more information, too.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	June 11, 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

subject

Amendment of the Purchasing Policy & Procedures Manual to include a local preference policy

motion | recommendation

Determine whether or not the Commission wants to adopt a local preference policy for incorporation into the Purchasing Policies & Procedures Manual.

background

The Purchasing Division was tasked with drafting a local preference policy. A total of six (6) local preference policies were reviewed from governmental agencies throughout Florida including City of Orlando, City of Palm Bay, City of Port St. Lucie, Collier County, Miami-Dade County, and Orange County.

The proposed local preference policy includes the following:

- Process for verifying "local business" status
- Process detailing local price match option for competitive bids within 5% of overall apparent low bid submitted by a non-local business.
- Process for assigning five (5) additional points for verified "local businesses" responding to Request for Proposals or Qualifications, during the short listing process.
- Exemptions

If adopted, this Local Preference Policy shall supersede Section 2.04(F) of the Purchasing Policy & Procedures Manual.

Local Preference Policy shall become effective fourteen (14) days after adoption. This will allow staff proper time to finalize current formal solicitations and adjust internal procedures accordingly.

alternatives | other considerations

No implementation of a local preference policy.

fiscal impact

N/A

long-term impact

N/A

strategic objective

Quality government services & financial security



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	June 11, 2012
prepared by department division	Wes Hamil Finance	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

Lawyer-Client Agreement with Fishman Haygood, et al (the Lawyer) regarding claims against the underwriters (JPMorgan and MorganStanley) of auction rate securities issued by the City in 2004 and 2005.

motion | recommendation

Approve the Lawyer-Client Agreement

background

The City issued \$40,075,000 in Water and Sewer Revenue Bonds, Series 2004 and \$49,800,000 in Electric Revenue Bonds, Series 2005. All of these bonds were issued in auction rate security mode. In addition, the City entered into interest rate swap agreements with the same underwriters to synthetically fix the rate on all of the Water and Sewer Bonds and \$44,800,000 of the Electric Bonds.

The heart of the City’s claim against the underwriters is that they sold a product (auction rate securities) they were artificially supporting and knew auctions would fail if they discontinued their practice of providing bids to purchase the bonds. When they did discontinue providing supporting bids in February 2008, the market for auction rate security bonds collapsed. As a result, the City incurred excess interest costs, costs to issue replacement fixed rate bonds, and payments to terminate the interest rate swap agreements. Attached are schedules comparing the interest rates received from the swap agreements and those paid to bondholders. This schedule shows that in February 2008 the City began paying significantly higher interest rates on the bonds than it was receiving from the interest rate swap agreements.

Also, there is a schedule of interest rates paid on the remaining auction rate security bonds that were not refunded at the time the swap agreements were terminated (September 2009). Currently, the only auction rate security bonds outstanding are \$16,610,000 in Electric Revenue Bonds. The failed auction rate has been very low (below 0.50%) for quite some time and staff is monitoring the weekly rates on these bonds to determine if they should be refunded with fixed rate debt.

In February 2012, the City authorized the Lawyer to file a Statement of Claim with the Financial Industry Regulatory Authority (FINRA) in order to avoid the possibility of a statute of limitations concern since the auctions began failing in February 2008. A copy of this Statement of Claim is attached.

The Lawyer-Client Agreement has been reviewed by our City Attorney who was able to secure

concessions requiring prior approval of certain costs and a favored nations clause that would reduce the Lawyer's contingency fee if the Lawyer negotiates a lower fee with another client who issued a similar amount of auction rate securities with a materially similar risk of recovery.

alternatives | other considerations

Do not approve the Lawyer-Client Agreement. In that case we would conclude our pursuit of recovery of any costs related to the auction rate security bonds and associated interest rate swap agreements from the underwriters. The Statement of Claim would be dropped. In this event, the City would likely have to pay some costs related to preparing and filing the Statement of Claim.

fiscal impact

The amount of recovery would be determined by arbitration before FINRA. The Lawyer's fee is contingent upon a recovery by the City. If there is no recovery, no amount would be owed to the Lawyer.

long-term impact

N/A

strategic objective

N/A

Lawyer-Client Agreement

Parties: This Lawyer-Client Agreement (“Agreement”) is entered into by and between Fishman Haygood Phelps Walmsley Willis & Swanson, LLP (“Fishman Haygood”), Levin Papantonio Thomas Mitchell Echsner & Proctor, PA (“Levin Papantonio”), Schneider Wallace Cottrell Brayton Konecky, LLP (“Schneider Wallace”), Powers & Merchant, PLLC (“P&M”), and City of Winter Park (“Client”) as of the date set forth below. Fishman Haygood, Levin Papantonio, Schneider Wallace and P&M are collectively referred to as the “Lawyer.” There are no other parties whatsoever to this Agreement.

1. Scope of Representation: Client has engaged Lawyer in connection with possible claims against Client’s underwriter(s) in connection with the issuance of auction rate securities (“Matter”). Lawyer’s representation is in connection with this Matter only, unless otherwise agreed in writing.
 - 1.1 Lawyer’s Efforts: Lawyer will strive to complete the Matter as expeditiously as possible. Of course, Lawyer does represent other clients. For this reason, there may be times when Lawyer will give Client’s work priority and times when other clients’ work will receive priority. Lawyer will investigate this matter, communicate with Client his thoughts on the case and diligently pursue it to resolution. Lawyer will keep Client advised of important developments in this case periodically.
 - 1.2 Client’s Efforts: Client will inform Lawyer of any significant developments relating to the Matter. Client will cooperate with lawyer in responding to reasonable requests for information and materials.
 - 1.3 Appeal: Should this case be tried and lost, or should any recovery not meet Client’s expectations, an appeal may be available, although the matter will be arbitrated so the grounds for appeal will be narrow. If so, Lawyer and Client will evaluate and discuss the merits of such an appeal. Under the terms of this agreement, however, Lawyer is not required to pursue an appeal on Client’s behalf, but may do so upon mutual agreement in writing at a later time.
2. Allocation of Authority: Lawyer shall have authority, without further consultation with Client, to grant extensions of time to answer or to respond to

Lawyer _____
447167v.2

Client _____

discovery and to make any other tactical or strategic litigation decisions, other than those which affect the fundamental objective of the representation.

3. Costs: Fishman Haygood, Levin Papantonio, and Schneider Wallace will collectively advance and account for all costs incurred in the prosecution of the Matter subject to a right of reimbursement. Reimbursement will not be sought from the Client unless there is a recovery in this case. As used herein, the term “costs” includes, but is not limited to, filing fees/supplies, copying costs, deposition costs, computerized legal and factual research costs, courier expenses, travel expenses, expert fees, court costs, postage expenses, witness fees, and all other reasonable expenses incurred in the prosecution of this Matter.

4. Legal Fees

Generally: Client agrees to pay Lawyer the reasonable fee set forth below:

- 4.1 Client understands that Lawyer will be paid for handling Client’s case by a contingency fee. In the event that Client receives a recovery as a result of this proceeding within the first 180 days after filing a demand for relief, the Lawyer shall be entitled to deduct from that recovery and retain costs that the Firms have advanced, and then will deduct from and retain fifteen percent (15%) of the Value Received or an award of fees by the court or arbitration panel, whichever is greater. In the event that Client receives a recovery as a result of this proceeding between 180 and 360 days after filing a demand for relief, the Lawyer shall be entitled to deduct from that recovery and retain costs that the Firms have advanced, and then will deduct from and retain twenty-five percent (25%) of the Value Received or an award of fees by the court or arbitration panel, whichever is greater. In the event that Client receives a recovery as a result of this proceeding more than 360 days after filing a demand for relief, the Lawyer shall be entitled to deduct from that recovery and retain costs that the Firms have advanced, and then will deduct from and retain thirty-five percent (35%) of the Value Received or an award of fees by the court or arbitration panel, whichever is greater. Such contingency fee will be divided as follows: seventy-five percent (75%) of such contingency fee will be payable to Fishman Haygood, Levin Papantonio and Schneider Wallace collectively, and twenty-five percent (25%) shall be payable to P&M.

In the event that Lawyer negotiates a lower contingency fee rate to represent another client in connection with a dispute over the issuance of

auction rate securities and the other client issued a materially similar amount of auction rate securities and the other client's case involves materially the same risks of recovery as the Matter, Lawyer shall promptly inform Client of the other deal negotiated and this contract shall be amended forthwith to reflect the contingency fee terms of the more favorable deal.

- 4.2 "Value Received" is defined to include the net proceeds of any cash payment, award or restitution as well as the fair market value of any non-cash consideration received due to the resolution of the claims, including but not limited to unwinding of derivative transactions, reduction of derivative termination payments, below-market terms for refinancing or new debt issuance, or any other valuable consideration.
- 4.3 Any dispute arising between Client and Lawyer concerning the Value Received, or any of their respective rights, duties or obligations relating to this contingency fee arrangement shall with reasonable promptness be submitted to and determined by arbitration in accordance with the rules of the American Arbitration Association then in effect. Each party shall pay its own costs and fees including attorneys' fees and costs associated with any such dispute except as otherwise provided by this Agreement.
- 4.4 Discharge Prior to Completion: If Client should choose to discharge Lawyer prior to substantial completion of the work that must be done on the Matter, Lawyer's fee will be determined by quantum meruit in the manner outlined in Section 4.3. In addition, Client will be responsible for all costs.
- 4.5 Billing. Since Lawyer is handling this case on a contingent fee basis, he will bill Client for costs only at the end of the case. Once the case is ended, Lawyer will provide Client with a bill and disbursement statement outlining Client's recovery, Lawyer's fees, and any costs and expenses advanced by the Lawyer.

5. Miscellaneous

- 5.1 Commencement: Lawyer will begin work on Matter upon receipt of this Agreement signed by the Client. Lawyer has not been retained by Client and is under no duty to represent the Client until Lawyer has received a signed copy of this Agreement.

- 5.2 Retention, Delivery and Destruction of Files: Lawyer will store at Lawyer's expense all relevant files and papers relating to Matter for a period of three (3) years following termination of Lawyer's representation of Client. Thereafter, Lawyer may destroy such files and papers without prior notice to Client. Nevertheless, at any time after termination of Matter, Client may request in writing that Lawyer make available to Client or to Client's designee any such files and papers available for pick-up at Lawyer's office. Lawyer may make photocopies of such files and papers at Client's expense.
- 5.3 Lien and Privilege: Lawyer shall have a lien and privilege on all money and property received by or for Client in connection with the Matter by way of amicable settlement, mediation, arbitration, final judgment, decree, execution, garnishment or other proceeding. This lien or privilege shall secure Client's obligation to pay costs and fees and shall be discharged only upon full payment thereof.
- 5.4 Assistance: Client agrees that Lawyer, in his discretion, may engage other lawyers or legal assistants to assist with this Matter.
- 5.5 No Guarantee: Client acknowledges that Lawyer has made no guarantee regarding the disposition of any phase of this case.
- 5.6 Governing Law: This agreement shall be governed by Florida law.
- 5.7 Settlement and Judgment: Neither Lawyer nor Client will settle, compromise, dispose of, or in any way discontinue the Matter without signed, written consent of the other. Client hereby grants Lawyer full authority and power of attorney to endorse or negotiate any settlement-related or judgment-related check, draft or other negotiable instrument on behalf of Client and/or in Client's name after Client has duly approved any settlement or after any final judgment.
- 5.8 Complete Agreement: This is the complete agreement between Lawyer and Client with regard to matters addressed herein.
- 5.9 Consultation and Informed Consent: By signing below, Client acknowledges that Client has discussed the terms of each paragraph of this Agreement with Lawyer and consents to each provision hereof.

- 5.10 Malpractice Insurance: Lawyer has informed Client that Lawyer maintains malpractice liability insurance equal to or greater than the limits required by law.
- 5.11 Cost Control: Lawyer has agreed that costs will be controlled as provided hereinafter:
- a. Expert Witness Fees. The Lawyer shall obtain the prior written consent from the Client before incurring more than five thousand dollars (\$5,000.00) in expert witness fees payable to any single expert or firm that employs an expert or experts. The City shall not unreasonably withhold its consent and the parties will work cooperatively to control expert witness fees to the extent reasonable, given prevailing market conditions and the significance and complexity of the engagement.
 - b. Court Reporters. The City Agrees to pay the customary charge by a court reporter or a firm of court reporters for daily transcription during the arbitration hearing. The Lawyer will endeavor to select a qualified court reporter or firm of court reporters who will charge a prevailing and customary reasonable rate for *per diem* and transcription, including daily rate and expedited transcription charges.

With the exception of daily transcription during the arbitration hearing, discussed above, the Lawyer will not incur any court reporter fee reasonably anticipated to exceed two thousand five hundred dollars (\$2,500.00) for any single engagement, (including a single deposition, hearing or other matter other than the arbitration hearing) without obtaining the prior written consent from the Client for incurring such cost. Consent will not be unreasonably withheld by the Client.

- c. Travel and Travel-Related Expense. The Lawyer will obtain the written consent from the Client before incurring any travel or travel-related expenses related to any single trip in excess of five thousand dollars (\$5,000.00). If multiple lawyers or staff are involved in making a single trip, the five thousand dollar (\$5,000.00) limitation will apply to the entire group, and each member of the group shall not have a five thousand dollar (\$5,000.00) cap, but rather, the five thousand dollar (\$5,000.00)

limit will be applied to the entire group making the single trip, even if the members or participants travel at different times so long as the travel is related in part to support a specific purpose (e.g., attendance in whole or in part at a hearing, attendance at a deposition, attendance at a conference with a witness or expert, or attendance at the arbitration hearing). The term “travel” and “travel-related expenses” shall include and mean airfare, car rental, hotels, meals and any other expense incurred or planned to be incurred during the course of the travel. The consent of the City will not be unreasonably withheld, and the City acknowledges that at certain events in the case, including the arbitration hearing, the attendance of one or more attorneys and one or more support staff, including paralegals, may be reasonably required in order to properly advance the interest of the Client in this matter.

- d. Legal Research. Charges for legal research (computer/online such as Westlaw/Lexis or other computer research services) shall not exceed two thousand dollars (\$2,000.00) in any month unless the Client has given prior written consent for incurring the charges for research in excess of the two thousand dollar (\$2,000.00) limitation. Consent shall not be unreasonably withheld by the Client, given the complexity and significance of the case. However, the Lawyer shall justify incurring legal research charges in excess of this limitation when seeking consent from the Client.
- e. Other Costs. Other costs that may be incurred, including but not limited to copy costs, express delivery, postage, long distance telephone charges, secretarial service, clerical assistance (but not including legitimate paralegal charges customarily and reasonably incurred for the performance of paralegal duties), costs incurred with third party outside vendors (such as, express delivery services, certified mail, copy charges with outside vendors – but not including demonstrative exhibits which are discussed in the next subsection) shall not exceed in any month the total amount in the aggregate of two thousand five hundred dollars (\$2,500.00) without obtaining the prior written consent from the Client. The Client will not withhold consent unreasonably, but the Lawyer shall justify exceeding this limitation in requesting such consent.

- f. Demonstratives. Lawyer shall not incur more than two thousand five hundred dollars (\$2,500.00) in costs with any single vendor for the preparation of hearing exhibits (demonstratives) without obtaining the prior written consent of the Client.

Fishman Haygood Phelps Walmsley Willis & Swanson, LLP

By _____ Date: March __, 2012
Joseph C. Peiffer
Partner

Levin Papantonio Thomas Mitchell Echsner & Proctor, PA

By _____ Date: March __, 2012
Peter Mougey
Partner

Schneider Wallace Cottrell Brayton Konecky, LLP

By _____ Date: March __, 2012
Garrett W. Wotkyns
Partner

Powers & Merchant, PLLC

By _____ Date: March __, 2012
Bimal Raj Merchant
Manager

City of Winter Park

By _____
Randy Knight
City Manager

Date: March __, 2012

Attest _____

Date: March __, 2012

By _____
Wesley Hamil
Director of Finance

Date: March __, 2012

Attest _____

Date: March __, 2012

These are field codes. Please ignore these.

Client

Client / City of Winter Park

Client_Executive / Randy Knight

Client_Executive_Title / City Manager

Date of Signature

Date_of_Signature / March __, 2012

Version Date

Version_Number_Date / Version 1.0 -- 3/10/2012

Choice of Law

Choice_of_Law / Florida

City of Winter Park
Comparison of Interest Rates Received on Swaps and Rates Paid on Auction Rate Security Bonds

Date	Water & Sewer			Electric, 2005A			Electric, 2005B		
	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholder	Notional Amount of Swap
10/06/04	1.62%	1.45%	40,075,000						
10/13/04	1.71%	1.45%	40,075,000						
10/20/04	1.75%	1.55%	40,075,000						
10/27/04	1.76%	1.50%	40,075,000						
11/03/04	1.64%	1.50%	40,075,000						
11/10/04	1.67%	1.50%	40,075,000						
11/17/04	1.65%	1.50%	40,075,000						
11/24/04	1.67%	1.50%	40,075,000						
12/01/04	1.55%	1.50%	40,075,000						
12/08/04	1.43%	1.40%	40,075,000						
12/15/04	1.65%	1.40%	40,075,000						
12/22/04	1.93%	1.21%	40,075,000						
12/29/04	1.99%	1.30%	40,075,000						
01/05/05	1.48%	1.50%	40,075,000						
01/12/05	1.78%	1.45%	40,075,000						
01/19/05	1.85%	1.55%	40,075,000						
01/26/05	1.84%	1.65%	40,075,000						
02/02/05	1.82%	1.70%	40,075,000						
02/09/05	1.95%	1.65%	40,075,000						
02/16/05	1.93%	1.65%	40,075,000						
02/23/05	1.86%	1.75%	40,075,000						
03/02/05	1.74%	1.75%	40,075,000						
03/09/05	1.80%	1.80%	40,075,000						
03/16/05	1.98%	1.78%	40,075,000						
03/23/05	2.12%	1.85%	40,075,000						
03/30/05	2.28%	2.05%	40,075,000						
04/06/05	2.16%	2.25%	40,075,000						
04/13/05	2.40%	2.35%	40,075,000						
04/20/05	2.94%	2.75%	40,075,000						
04/27/05	2.99%	2.75%	40,075,000						
05/04/05	2.93%	2.70%	40,075,000						
05/11/05	3.00%	2.70%	40,075,000						
05/18/05	2.98%	2.80%	40,075,000						
05/25/05	2.96%	2.70%	40,075,000						
06/01/05	2.63%	2.60%	40,075,000						
06/06/05				2.09%	2.60%	36,200,000	2.09%	2.30%	8,600,000
06/08/05	2.09%	2.35%	40,075,000						
06/13/05				2.41%	2.25%	36,200,000	2.41%	2.00%	8,600,000
06/15/05	2.41%	2.15%	40,075,000						
06/20/05				2.54%	2.20%	36,200,000	2.54%	2.10%	8,600,000
06/22/05	2.54%	2.15%	40,075,000						
06/27/05				2.28%	2.35%	36,200,000	2.28%	2.04%	8,600,000
06/29/05	2.28%	2.20%	40,075,000						
07/04/05				1.97%	2.35%	36,200,000	1.97%	1.89%	8,600,000
07/06/05	1.97%	2.13%	40,075,000						
07/11/05				2.32%	2.15%	36,200,000	2.32%	2.00%	8,600,000
07/13/05	2.32%	2.15%	40,075,000						
07/18/05				2.40%	2.18%	36,200,000	2.40%	2.05%	8,600,000
07/20/05	2.40%	2.10%	40,075,000						
07/25/05				2.33%	2.25%	36,200,000	2.33%	2.05%	8,600,000
07/27/05	2.33%	2.10%	40,075,000						
08/01/05				2.08%	2.30%	36,200,000	2.08%	2.10%	8,600,000
08/03/05	2.08%	2.10%	40,075,000						
08/08/05				2.61%	2.20%	36,200,000	2.61%	2.10%	8,600,000
08/10/05	2.61%	2.20%	40,075,000						
08/15/05				2.55%	2.40%	36,200,000	2.55%	2.30%	8,600,000
08/17/05	2.55%	2.25%	40,075,000						
08/22/05				2.49%	2.45%	36,200,000	2.49%	2.30%	8,600,000
08/24/05	2.49%	2.30%	40,075,000						
08/29/05				2.36%	2.40%	36,200,000	2.36%	2.40%	8,600,000
08/31/05	2.36%	2.40%	40,075,000						
09/05/05				2.43%	2.45%	36,200,000	2.43%	2.35%	8,600,000
09/07/05	2.43%	2.30%	40,075,000						

City of Winter Park
Comparison of Interest Rates Received on Swaps and Rates Paid on Auction Rate Security Bonds

Date	Water & Sewer			Electric, 2005A			Electric, 2005B		
	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholder	Notional Amount of Swap
09/12/05				2.56%	2.45%	36,200,000	2.56%	1.90%	8,600,000
09/14/05	2.56%	2.40%	40,075,000						
09/19/05				2.66%	2.50%	36,200,000	2.66%	1.91%	8,600,000
09/21/05	2.66%	2.45%	40,075,000						
09/26/05				2.75%	2.55%	36,200,000	2.75%	2.20%	8,600,000
09/28/05	2.75%	2.48%	40,075,000						
10/03/05				2.63%	2.50%	36,200,000	2.63%	2.25%	8,600,000
10/05/05	2.63%	2.45%	40,075,000						
10/10/05				2.60%	2.60%	36,200,000	2.60%	2.25%	8,600,000
10/12/05	2.60%	2.50%	40,075,000						
10/17/05				2.66%	2.65%	36,200,000	2.66%	2.30%	8,600,000
10/19/05	2.66%	2.50%	40,075,000						
10/24/05				2.70%	2.60%	36,200,000	2.70%	2.55%	8,600,000
10/26/05	2.70%	2.55%	40,075,000						
10/31/05				2.61%	2.65%	36,200,000	2.61%	2.60%	8,600,000
11/02/05	2.61%	2.53%	40,075,000						
11/07/05				2.90%	2.65%	36,200,000	2.90%	2.65%	8,600,000
11/09/05	2.90%	2.65%	40,075,000						
11/14/05				3.02%	3.10%	36,200,000	3.02%	2.65%	8,600,000
11/16/05	3.02%	3.00%	40,075,000						
11/21/05				3.18%	3.05%	36,200,000	3.18%	2.70%	8,600,000
11/23/05	3.18%	3.00%	40,075,000						
11/28/05				3.03%	2.80%	36,200,000	3.03%	2.75%	8,600,000
11/30/05	3.03%	2.80%	40,075,000						
12/05/05				3.22%	3.05%	36,200,000	3.22%	2.85%	8,600,000
12/07/05	3.22%	3.00%	40,075,000						
12/12/05				3.01%	2.95%	36,200,000	3.01%	2.90%	8,600,000
12/14/05	3.01%	2.95%	40,075,000						
12/19/05				3.02%	2.95%	36,200,000	3.02%	2.90%	8,600,000
12/21/05	3.02%	2.95%	40,075,000						
12/26/05				3.07%	3.00%	36,200,000	3.07%	2.90%	8,600,000
12/28/05	3.07%	2.75%	40,075,000						
01/02/06				2.98%	3.00%	36,200,000	2.98%	2.90%	8,600,000
01/04/06	2.98%	2.95%	40,075,000						
01/09/06				2.81%	3.05%	36,200,000	2.81%	2.90%	8,600,000
01/11/06	2.81%	2.75%	40,075,000						
01/16/06				3.51%	3.50%	36,200,000	3.51%	2.90%	8,600,000
01/18/06	3.51%	3.00%	40,075,000						
01/23/06				3.04%	3.00%	36,200,000	3.04%	2.95%	8,600,000
01/25/06	3.04%	2.85%	40,075,000						
01/30/06				3.11%	3.00%	36,200,000	3.11%	2.95%	8,600,000
02/01/06	3.11%	3.00%	40,075,000						
02/06/06				3.38%	3.05%	36,200,000	3.38%	2.95%	8,600,000
02/08/06	3.38%	2.75%	40,075,000						
02/13/06				2.96%	3.00%	36,200,000	2.96%	3.00%	8,600,000
02/15/06	2.96%	2.95%	40,075,000						
02/20/06				2.98%	3.05%	36,200,000	2.98%	3.00%	8,600,000
02/22/06	2.98%	2.90%	40,075,000						
02/27/06				3.14%	3.05%	36,200,000	3.14%	3.00%	8,600,000
03/01/06	3.14%	2.90%	40,075,000						
03/06/06				3.05%	3.10%	36,200,000	3.05%	3.00%	8,600,000
03/08/06	3.05%	2.90%	40,075,000						
03/13/06				2.93%	3.35%	36,200,000	2.93%	3.00%	8,600,000
03/15/06	2.93%	3.00%	40,075,000						
03/20/06				3.16%	3.15%	36,200,000	3.16%	3.10%	8,600,000
03/22/06	3.16%	3.00%	40,075,000						
03/27/06				3.17%	3.15%	36,200,000	3.17%	3.10%	8,600,000
03/29/06	3.17%	3.05%	40,075,000						
04/03/06				3.06%	3.15%	36,200,000	3.06%	3.10%	8,600,000
04/05/06	3.06%	3.05%	40,075,000						
04/10/06				3.44%	3.15%	36,200,000	3.44%	3.10%	8,600,000
04/12/06	3.44%	3.25%	40,075,000						
04/17/06				3.48%	3.20%	36,200,000	3.48%	3.10%	8,600,000

City of Winter Park
Comparison of Interest Rates Received on Swaps and Rates Paid on Auction Rate Security Bonds

Date	Water & Sewer			Electric, 2005A			Electric, 2005B		
	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholder	Notional Amount of Swap
04/19/06	3.48%	3.30%	40,075,000						
04/24/06				3.41%	3.50%	36,200,000	3.41%	3.11%	8,600,000
04/26/06	3.41%	3.40%	40,075,000						
05/01/06				3.74%	3.40%	36,200,000	3.74%	3.20%	8,600,000
05/03/06	3.74%	3.55%	40,075,000						
05/08/06				3.35%	3.30%	36,200,000	3.35%	3.20%	8,600,000
05/10/06	3.35%	3.30%	40,075,000						
05/15/06				3.65%	3.40%	36,200,000	3.65%	3.20%	8,600,000
05/17/06	3.65%	3.35%	40,075,000						
05/22/06				3.73%	3.50%	36,200,000	3.73%	3.20%	8,600,000
05/24/06	3.73%	3.45%	40,075,000						
05/29/06				3.47%	3.45%	36,200,000	3.47%	3.20%	8,600,000
05/31/06	3.47%	3.35%	40,075,000						
06/05/06				3.44%	3.50%	36,200,000	3.44%	3.20%	8,600,000
06/07/06	3.44%	3.45%	40,075,000						
06/12/06				3.42%	3.48%	36,200,000	3.42%	3.22%	8,600,000
06/14/06	3.42%	3.30%	40,075,000						
06/19/06				3.44%	3.55%	36,200,000	3.44%	3.24%	8,600,000
06/21/06	3.44%	3.35%	40,075,000						
06/26/06				3.22%	3.40%	36,200,000	3.22%	3.30%	8,600,000
06/28/06	3.22%	3.30%	40,075,000						
07/03/06				3.88%	3.45%	36,200,000	3.88%	3.30%	8,600,000
07/05/06	3.88%	3.25%	40,075,000						
07/10/06				3.54%	3.45%	36,200,000	3.54%	3.35%	8,600,000
07/12/06	3.54%	3.35%	40,075,000						
07/17/06				3.56%	3.58%	36,200,000	3.56%	3.35%	8,600,000
07/19/06	3.56%	3.55%	40,075,000						
07/24/06				3.70%	3.40%	36,200,000	3.70%	3.40%	8,600,000
07/26/06	3.70%	3.45%	40,075,000						
07/31/06				3.56%	3.50%	36,200,000	3.56%	3.45%	8,600,000
08/02/06	3.56%	3.45%	40,075,000						
08/07/06				3.58%	3.55%	36,200,000	3.58%	3.45%	8,600,000
08/09/06	3.58%	3.40%	40,075,000						
08/14/06				3.64%	3.55%	36,200,000	3.64%	3.50%	8,600,000
08/16/06	3.64%	3.45%	40,075,000						
08/21/06				3.80%	3.70%	36,200,000	3.80%	3.60%	8,600,000
08/23/06	3.80%	3.65%	40,075,000						
08/28/06				3.43%	3.66%	36,200,000	3.43%	3.65%	8,600,000
08/30/06	3.43%	3.45%	40,075,000						
09/04/06				3.97%	3.70%	36,200,000	3.97%	3.65%	8,600,000
09/06/06	3.97%	3.75%	40,075,000						
09/11/06				3.59%	3.75%	36,200,000	3.59%	3.70%	8,600,000
09/13/06	3.59%	3.60%	40,075,000						
09/18/06				3.67%	3.85%	36,200,000	3.67%	3.80%	8,600,000
09/20/06	3.67%	3.60%	40,075,000						
09/25/06				3.97%	3.79%	36,200,000	3.97%	3.85%	8,600,000
09/27/06	3.97%	3.80%	40,075,000						
10/02/06					3.50%	36,200,000		3.45%	8,600,000
10/04/06	3.37%	3.40%	40,075,000	3.37%			3.37%		
10/06/06					3.40%	36,200,000		3.35%	8,600,000
10/11/06	3.51%	3.35%	40,075,000	3.51%			3.51%		
10/16/06					3.50%	36,200,000		3.45%	8,600,000
10/18/06	3.57%	3.40%	40,075,000	3.57%			3.57%		
10/23/06					3.55%	36,200,000		3.50%	8,600,000
10/25/06	3.56%	3.40%	40,075,000	3.56%			3.56%		
10/30/06					3.55%	36,200,000		3.50%	8,600,000
11/01/06	3.39%	3.45%	40,075,000	3.39%			3.39%		
11/06/06					3.50%	36,200,000		3.45%	8,600,000
11/08/06	3.63%	3.45%	40,075,000	3.63%			3.63%		
11/13/06					3.19%	36,200,000		3.19%	8,600,000
11/15/06	3.67%	3.55%	40,075,000	3.67%			3.67%		
11/20/06					3.45%	36,200,000		3.50%	8,600,000
11/22/06	3.63%	3.50%	40,075,000	3.63%			3.63%		

City of Winter Park
Comparison of Interest Rates Received on Swaps and Rates Paid on Auction Rate Security Bonds

Date	Water & Sewer			Electric, 2005A			Electric, 2005B		
	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholder	Notional Amount of Swap
11/27/06					3.55%	36,200,000		3.50%	8,600,000
11/29/06	3.48%	3.45%	40,075,000	3.48%			3.48%		
12/04/06					3.50%	36,200,000	3.48%	3.50%	8,600,000
12/06/06	3.40%	3.35%	40,075,000	3.40%			3.40%		
12/11/06					3.50%	36,200,000		3.45%	8,600,000
12/13/06	3.59%	3.50%	40,075,000	3.59%			3.59%		
12/18/06					3.60%	36,200,000		3.50%	8,600,000
12/20/06	3.89%	3.60%	40,075,000	3.89%			3.89%		
12/22/06					3.80%	36,200,000		3.80%	8,600,000
12/27/06	3.91%	3.70%	40,075,000	3.91%			3.91%		
12/29/06					3.60%	36,200,000		3.50%	8,600,000
01/03/07	3.45%	3.50%	40,075,000	3.45%			3.45%		
01/08/07					3.50%	36,200,000		3.45%	8,600,000
01/10/07	3.63%	3.45%	40,075,000	3.63%			3.63%		
01/12/07					3.53%	36,200,000		3.20%	8,600,000
01/17/07	3.62%	3.45%	40,075,000	3.62%			3.62%		
01/22/07					3.55%	36,200,000		3.19%	8,600,000
01/24/07	3.61%	3.45%	40,075,000	3.61%			3.61%		
01/29/07					3.55%	36,200,000		3.19%	8,600,000
01/31/07	3.50%	3.40%	40,075,000	3.50%			3.50%		
02/05/07					3.50%	36,200,000		3.19%	8,600,000
02/07/07	3.59%	3.45%	40,075,000	3.59%			3.59%		
02/12/07					3.50%	36,200,000		3.35%	8,600,000
02/14/07	3.65%	3.45%	40,075,000	3.65%			3.65%		
02/16/07					3.55%	36,200,000		3.40%	8,600,000
02/21/07	3.65%	3.45%	40,075,000	3.65%			3.65%		
02/26/07					3.60%	36,200,000		3.50%	8,600,000
02/28/07	3.51%	3.45%	40,075,000	3.51%			3.51%		
03/05/07					3.55%	36,200,000		3.40%	8,600,000
03/07/07	3.52%	3.45%	40,075,000	3.52%			3.52%		
03/12/07					3.55%	36,200,000		3.40%	8,600,000
03/14/07	3.60%	3.40%	40,075,000	3.60%			3.60%		
03/19/07					3.55%	36,200,000		3.45%	8,600,000
03/21/07	3.65%	3.50%	40,075,000	3.65%			3.65%		
03/26/07					3.60%	36,200,000		3.50%	8,600,000
03/28/07	3.65%	3.55%	40,075,000	3.65%			3.65%		
04/02/07					3.65%	36,200,000		3.50%	8,600,000
04/04/07	3.61%	3.60%	40,075,000	3.61%			3.61%		
04/09/07					3.60%	36,200,000		3.50%	8,600,000
04/11/07	3.70%	3.60%	40,075,000	3.70%			3.70%		
04/16/07					3.65%	36,200,000		3.50%	8,600,000
04/18/07	3.78%	3.70%	40,075,000	3.78%			3.78%		
04/23/07					3.70%	36,200,000		3.70%	8,600,000
04/25/07	3.92%	3.80%	40,075,000	3.92%			3.92%		
04/30/07					3.75%	36,200,000		3.65%	8,600,000
05/02/07	3.92%	3.80%	40,075,000	3.92%			3.92%		
05/07/07					3.75%	36,200,000		3.65%	8,600,000
05/09/07	3.91%	3.85%	40,075,000	3.91%			3.91%		
05/14/07					3.75%	36,200,000		3.65%	8,600,000
05/16/07	3.85%	3.70%	40,075,000	3.85%			3.85%		
05/21/07					3.80%	36,200,000		3.65%	8,600,000
05/23/07	3.83%	3.80%	40,075,000	3.83%			3.83%		
05/25/07					3.75%	36,200,000		3.19%	8,600,000
05/30/07	3.76%	3.75%	40,075,000	3.76%			3.76%		
06/04/07					3.75%	36,200,000		3.70%	8,600,000
06/06/07	3.61%	3.70%	40,075,000	3.61%			3.61%		
06/11/07					3.70%	36,200,000		3.60%	8,600,000
06/13/07	3.71%	3.65%	40,075,000	3.71%			3.71%		
06/18/07					3.75%	36,200,000		3.75%	8,600,000
06/20/07	3.73%	3.70%	40,075,000	3.73%			3.73%		
06/25/07					3.80%	36,200,000		3.70%	8,600,000
06/27/07	3.73%	3.75%	40,075,000	3.73%			3.73%		
07/02/07					3.70%	36,200,000		3.55%	8,600,000

City of Winter Park
Comparison of Interest Rates Received on Swaps and Rates Paid on Auction Rate Security Bonds

Date	Water & Sewer			Electric, 2005A			Electric, 2005B		
	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholder	Notional Amount of Swap
07/04/07	3.60%	3.70%	40,075,000	3.60%			3.60%		
07/09/07					3.65%	36,200,000		3.60%	8,600,000
07/11/07	3.58%	3.60%	40,075,000	3.58%			3.58%		
07/16/07					3.65%	36,200,000		3.50%	8,600,000
07/18/07	3.61%	3.60%	40,075,000	3.61%			3.61%		
07/23/07					3.60%	36,200,000		3.50%	8,600,000
07/25/07	3.61%	3.60%	40,075,000	3.61%			3.61%		
07/30/07					3.60%	36,200,000		3.39%	8,600,000
08/01/07	3.52%	3.55%	40,075,000	3.52%			3.52%		
08/06/07					3.60%	36,200,000		3.50%	8,600,000
08/08/07	3.51%	3.50%	40,075,000	3.51%			3.51%		
08/13/07					3.70%	36,200,000		3.60%	8,600,000
08/15/07	3.69%	3.60%	40,075,000	3.69%			3.69%		
08/20/07					3.70%	36,200,000		3.40%	8,600,000
08/22/07	3.89%	3.75%	40,075,000	3.89%			3.89%		
08/27/07					3.85%	36,200,000		3.30%	8,600,000
08/29/07	3.95%	3.80%	40,075,000	3.95%			3.95%		
08/31/07					4.00%	36,200,000		3.90%	8,600,000
09/05/07	3.85%	3.85%	40,075,000	3.85%			3.85%		
09/10/07					3.80%	36,200,000		3.80%	8,600,000
09/12/07	3.73%	3.80%	40,075,000	3.73%			3.73%		
09/17/07					3.95%	36,200,000		3.85%	8,600,000
09/19/07	3.77%	3.00%	40,075,000	3.77%			3.77%		
09/24/07					3.75%	36,200,000		3.80%	8,600,000
09/26/07	3.84%	3.80%	40,075,000	3.84%			3.84%		
10/01/07					3.90%	36,200,000		3.65%	7,800,000
10/03/07	3.56%	3.70%	40,075,000	3.56%			3.56%		
10/05/07					3.70%	36,200,000		3.60%	7,800,000
10/10/07	3.55%	3.65%	40,075,000	3.55%			3.55%		
10/15/07					3.75%	36,200,000		3.45%	7,800,000
10/17/07	3.49%	3.55%	40,075,000	3.49%			3.49%		
10/22/07					3.70%	36,200,000		3.40%	7,800,000
10/24/07	3.43%	3.50%	40,075,000	3.43%			3.43%		
10/29/07					3.55%	36,200,000		3.35%	7,800,000
10/31/07	3.26%	3.40%	40,075,000	3.26%			3.26%		
11/05/07					3.60%	36,200,000		3.25%	7,800,000
11/07/07	3.41%	3.40%	40,075,000	3.41%			3.41%		
11/09/07					3.60%	36,200,000		3.25%	7,800,000
11/14/07	3.54%	3.75%	40,075,000	3.54%			3.54%		
11/19/07					3.70%	36,200,000		3.60%	7,800,000
11/21/07	3.58%	3.75%	40,075,000	3.58%			3.58%		
11/26/07					4.10%	36,200,000		3.75%	7,800,000
11/28/07	3.58%	3.30%	40,075,000	3.58%			3.58%		
12/03/07					4.50%	36,200,000		4.25%	7,800,000
12/05/07	3.40%	3.80%	40,075,000	3.40%			3.40%		
12/10/07					4.50%	36,200,000		3.99%	7,800,000
12/12/07	3.09%	3.55%	40,075,000	3.09%			3.09%		
12/17/07					4.50%	36,200,000		3.89%	7,800,000
12/19/07	3.16%	3.70%	40,075,000	3.16%			3.16%		
12/24/07					4.50%	36,200,000		2.91%	7,800,000
12/26/07	3.42%	4.00%	40,075,000	3.42%			3.42%		
12/31/07					4.50%	36,200,000		4.00%	7,800,000
01/02/08	3.06%	3.70%	40,075,000	3.06%			3.06%		
01/07/08					4.50%	36,200,000		3.90%	7,800,000
01/09/08	3.02%	3.55%	40,075,000	3.02%			3.02%		
01/14/08					4.25%	36,200,000		3.70%	7,800,000
01/16/08	2.93%	3.30%	40,075,000	2.93%			2.93%		
01/21/08					4.75%	36,200,000		2.36%	7,800,000
01/23/08	2.78%	3.65%	40,075,000	2.78%			2.78%		
01/28/08					4.00%	36,200,000		3.50%	7,800,000
01/30/08	2.20%	3.45%	40,075,000	2.20%			2.20%		
02/04/08					3.60%	36,200,000		3.50%	7,800,000
02/06/08	1.73%	3.75%	40,075,000	1.73%			1.73%		

City of Winter Park
Comparison of Interest Rates Received on Swaps and Rates Paid on Auction Rate Security Bonds

Date	Water & Sewer			Electric, 2005A			Electric, 2005B		
	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholder	Notional Amount of Swap
02/11/08					5.49%	36,200,000		5.49%	7,800,000
02/13/08	1.24%	5.46%	40,075,000	1.24%			1.24%		
02/15/08					5.46%	36,200,000		5.46%	7,800,000
02/20/08	2.37%	5.46%	40,075,000	2.37%			2.37%		
02/25/08					5.47%	36,200,000		5.47%	7,800,000
02/27/08	3.16%	5.46%	40,075,000	3.16%			3.16%		
03/03/08					5.40%	36,200,000		5.40%	7,800,000
03/05/08	2.96%	5.38%	40,075,000	2.96%			2.96%		
03/10/08					5.14%	36,200,000		5.14%	7,800,000
03/12/08	2.75%	5.01%	40,075,000	2.75%			2.75%		
03/17/08					4.48%	36,200,000		4.48%	7,800,000
03/19/08	2.33%	4.55%	40,075,000	2.33%			2.33%		
03/24/08					4.56%	36,200,000		4.56%	7,800,000
03/26/08	2.21%	4.69%	40,075,000	2.21%			2.21%		
03/31/08					4.73%	36,200,000		4.73%	7,800,000
04/02/08	1.89%	4.74%	40,075,000	1.89%			1.89%		
04/07/08					4.77%	36,200,000		4.77%	7,800,000
04/09/08	1.80%	4.77%	40,075,000	1.80%			1.80%		
04/14/08					4.75%	36,200,000		4.75%	7,800,000
04/16/08	2.10%	4.78%	40,075,000	2.10%			2.10%		
04/21/08					5.07%	36,200,000		5.07%	7,800,000
04/23/08	2.43%	4.99%	40,075,000	2.43%			2.43%		
04/28/08					5.01%	36,200,000		5.01%	7,800,000
04/30/08	2.67%	4.91%	40,075,000	2.67%			2.67%		
05/05/08					4.72%	36,200,000		4.72%	7,800,000
05/07/08	2.33%	4.55%	40,075,000	2.33%			2.33%		
05/12/08					4.43%	36,200,000		4.43%	7,800,000
05/14/08	1.83%	4.38%	40,075,000	1.83%			1.83%		
05/19/08					4.29%	36,200,000		4.00%	7,800,000
05/21/08	1.70%	4.21%	40,075,000	1.70%			1.70%		
05/23/08					4.17%	36,200,000		4.17%	7,800,000
05/28/08	1.62%	3.89%	40,075,000	1.62%			1.62%		
06/02/08					4.30%	36,200,000		4.30%	7,800,000
06/04/08	1.48%	2.75%	40,075,000	1.48%			1.48%		
06/09/08					4.28%	36,200,000		4.28%	7,800,000
06/11/08	1.64%	4.33%	40,075,000	1.64%			1.64%		
06/16/08					4.34%	36,200,000		2.12%	7,800,000
06/18/08	1.66%	3.50%	40,075,000	1.66%			1.66%		
06/23/08					4.35%	36,200,000		4.35%	7,800,000
06/25/08	1.55%	3.45%	40,075,000	1.55%			1.55%		
06/30/08					4.31%	36,200,000		4.31%	7,800,000
07/02/08	1.40%	4.31%	40,075,000	1.40%			1.40%		
07/07/08					4.31%	36,200,000		4.31%	7,800,000
07/09/08	1.36%	4.00%	40,075,000	1.36%			1.36%		
07/14/08					4.31%	36,200,000		4.04%	7,800,000
07/16/08	1.49%	3.19%	40,075,000	1.49%			1.49%		
07/21/08					4.31%	36,200,000		2.49%	7,800,000
07/23/08	2.35%	4.31%	40,075,000	2.35%			2.35%		
07/28/08					4.31%	36,200,000		4.31%	7,800,000
07/30/08	2.24%	4.31%	40,075,000	2.24%			2.24%		
08/04/08					4.31%	36,200,000		4.31%	7,800,000
08/06/08	1.80%	4.31%	40,075,000	1.80%			1.80%		
08/11/08					4.31%	36,200,000		4.31%	7,800,000
08/13/08	1.66%	4.32%	40,075,000	1.66%			1.66%		
08/18/08					4.32%	36,200,000		4.32%	7,800,000
08/20/08	1.66%	4.33%	40,075,000	1.66%			1.66%		
08/25/08					4.33%	36,200,000		4.33%	7,800,000
08/27/08	1.84%	4.32%	40,075,000	1.84%			1.84%		
09/01/08					4.35%	36,200,000		4.35%	7,800,000
09/03/08	1.63%	4.35%	40,075,000	1.63%			1.63%		
09/08/08					4.35%	36,200,000		4.35%	7,800,000
09/10/08	1.79%	4.35%	40,075,000	1.79%			1.79%		
09/15/08					4.37%	36,200,000		4.37%	7,800,000

City of Winter Park
Comparison of Interest Rates Received on Swaps and Rates Paid on Auction Rate Security Bonds

Date	Water & Sewer			Electric, 2005A			Electric, 2005B		
	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholder	Notional Amount of Swap
09/17/08	5.15%	5.30%	40,075,000	5.15%			5.15%		
09/22/08					5.56%	36,200,000		5.56%	7,800,000
09/24/08	7.96%	6.00%	40,075,000	7.96%			7.96%		
09/29/08					6.51%	36,200,000		6.51%	7,800,000
10/02/08	5.74%	6.001%	40,075,000	5.74%			5.74%		
10/07/08					6.510%	36,200,000		6.510%	6,950,000
10/09/08	4.82%	7.005%	40,075,000	4.82%			4.82%		
10/14/08					7.163%	36,200,000		7.163%	6,950,000
10/16/08	3.45%	7.515%	40,075,000	3.45%			3.45%		
10/21/08					8.029%	36,200,000		8.029%	6,950,000
10/23/08	2.28%	7.628%	40,075,000	2.28%			2.28%		
10/28/08					6.564%	36,200,000		6.564%	6,950,000
10/30/08	1.82%	5.731%	40,075,000	1.82%			1.82%		
11/04/08					5.633%	36,200,000		5.633%	6,950,000
11/06/08	1.26%	5.457%	40,075,000	1.26%			1.26%		
11/12/08					4.127%	36,200,000		4.127%	6,950,000
11/13/08	1.14%	3.423%	40,075,000	1.14%			1.14%		
11/18/08					2.693%	36,200,000		2.693%	6,950,000
11/20/08	1.12%	2.466%	40,075,000	1.12%			1.12%		
11/25/08					2.580%	36,200,000		2.580%	6,950,000
11/28/08	1.03%	2.475%	40,075,000	1.03%			1.03%		
12/02/08					2.469%	36,200,000		2.469%	6,950,000
12/04/08	0.85%	2.504%	40,075,000	0.85%			0.85%		
12/09/08					3.344%	36,200,000		3.344%	6,950,000
12/11/08	0.85%	3.308%	40,075,000	0.85%			0.85%		
12/16/08					3.194%	36,200,000		3.194%	6,950,000
12/18/08	1.08%	2.518%	40,075,000	1.08%			1.08%		
12/23/08					1.682%	36,200,000		1.682%	6,950,000
12/24/08	1.25%	1.017%	40,075,000	1.25%			1.25%		
12/30/08					0.807%	36,200,000		0.807%	6,950,000
01/02/09	0.90%	0.824%	40,075,000	0.90%			0.90%		
01/06/09					0.807%	36,200,000		0.807%	6,950,000
01/08/09	0.59%	0.763%	40,075,000	0.59%			0.59%		
01/13/09					0.751%	36,200,000		0.751%	6,950,000
01/15/09	0.46%	0.711%	40,075,000	0.46%			0.46%		
01/20/09					0.600%	36,200,000		0.600%	6,950,000
01/22/09	0.51%	0.576%	40,075,000	0.51%			0.51%		
01/27/09					0.628%	36,200,000		0.628%	6,950,000
01/29/09	0.53%	0.623%	40,075,000	0.53%			0.53%		
02/03/09					0.716%	36,200,000		0.716%	6,950,000
02/05/09	0.48%	0.716%	40,075,000	0.48%			0.48%		
02/10/09					0.767%	36,200,000		0.767%	6,950,000
02/12/09	0.55%	0.779%	40,075,000	0.55%			0.55%		
02/17/09					0.782%	36,200,000		0.782%	6,950,000
02/19/09	0.66%	0.793%	40,075,000	0.66%			0.66%		
02/24/09					0.807%	36,200,000		0.807%	6,950,000
02/26/09	0.67%	0.823%	40,075,000	0.67%			0.67%		
03/03/09					0.830%	36,200,000		0.830%	6,950,000
03/05/09	0.55%	0.838%	40,075,000	0.55%			0.55%		
03/10/09					0.872%	36,200,000		0.872%	6,950,000
03/12/09	0.58%	0.907%	40,075,000	0.58%			0.58%		
03/17/09					0.987%	36,200,000		0.987%	6,950,000
03/19/09	0.57%	0.975%	40,075,000	0.57%			0.57%		
03/24/09					0.973%	36,200,000		0.973%	6,950,000
03/26/09	0.54%	0.954%	40,075,000	0.54%			0.54%		
03/31/09					0.914%	36,200,000		0.914%	6,950,000
04/02/09	0.48%	0.910%	40,075,000	0.48%			0.48%		
04/07/09					0.891%	36,200,000		0.891%	6,950,000
04/09/09	0.51%	0.866%	40,075,000	0.51%			0.51%		
04/14/09					0.833%	36,200,000		0.833%	6,950,000
04/16/09	0.53%	0.805%	40,075,000	0.53%			0.53%		
04/21/09					0.789%	36,200,000		0.789%	6,950,000
04/23/09	0.57%	0.784%	40,075,000	0.57%			0.57%		

City of Winter Park
Comparison of Interest Rates Received on Swaps and Rates Paid on Auction Rate Security Bonds

Date	Water & Sewer			Electric, 2005A			Electric, 2005B		
	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholders	Notional Amount of Swap	BMA/SIFMA Index Rate the City Received	ARS Bond Rate Paid to Bondholder	Notional Amount of Swap
04/28/09					0.775%	36,200,000		0.775%	6,950,000
04/30/09	0.63%	0.770%	40,075,000	0.63%			0.63%		
05/05/09					0.758%	36,200,000	0.63%	0.758%	6,950,000
05/07/09	0.47%	0.732%	40,075,000	0.47%			0.47%		
05/12/09					0.725%	36,200,000		0.725%	6,950,000
05/14/09	0.44%	0.691%	40,075,000	0.44%			0.44%		
05/19/09					0.620%	36,200,000		0.620%	6,950,000
05/21/09	0.42%	0.602%	40,075,000	0.42%			0.42%		
05/26/09					0.553%	36,200,000		0.553%	6,950,000
05/28/09	0.39%	0.539%	40,075,000	0.39%			0.39%		
06/02/09					0.548%	36,200,000		0.548%	6,950,000
06/04/09	0.34%	0.558%	40,075,000	0.34%			0.34%		
06/09/09					0.560%	36,200,000		0.560%	6,950,000
06/11/09	0.36%	0.558%	40,075,000	0.36%			0.36%		
06/16/09					0.565%	36,200,000		0.565%	6,950,000
06/18/09	0.36%	0.562%	40,075,000	0.36%			0.36%		
06/23/09					0.558%	36,200,000		0.558%	6,950,000
06/25/09	0.35%	0.548%	40,075,000	0.35%			0.35%		
06/30/09					0.551%	36,200,000		0.551%	6,950,000
07/02/09	0.30%	0.544%	40,075,000	0.30%			0.30%		
07/07/09					0.541%	36,200,000		0.541%	6,950,000
07/09/09	0.27%	0.536%	40,075,000	0.27%			0.27%		
07/14/09					0.529%	36,200,000		0.529%	6,950,000
07/16/09	0.32%	0.525%	40,075,000	0.32%			0.32%		
07/21/09					0.504%	36,200,000		0.504%	6,950,000
07/23/09	0.37%	0.504%	40,075,000	0.37%			0.37%		
07/28/09					0.501%	36,200,000		0.501%	6,950,000
07/30/09	0.41%	0.499%	40,075,000	0.41%			0.41%		
08/04/09					0.504%	36,200,000		0.504%	6,950,000
08/06/09	0.35%	0.499%	40,075,000	0.35%			0.35%		
08/11/09					0.483%	36,200,000		0.483%	6,950,000
08/13/09	0.43%	0.483%	40,075,000	0.43%			0.43%		
08/18/09					0.481%	36,200,000		0.481%	6,950,000
08/20/09	0.42%	0.480%	40,075,000	0.42%			0.42%		
08/25/09					0.488%	36,200,000		0.488%	6,950,000
08/27/09	0.39%	0.471%	40,075,000						
09/01/09									
09/03/09	0.28%	0.457%	40,075,000						
09/08/09									
09/10/09	0.31%	0.445%	40,075,000						

**City of Winter Park
Auction Rate Security Bond Rates After Swap Agreements Terminated**

Date	<u>Water & Sewer</u>		--	<u>Electric, 2005A</u>		--	<u>Electric, 2005B</u>	
	ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding		ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding		ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding
09/03/09								
09/08/09				0.453%	17,500,000		0.453%	5,400,000
09/10/09								
09/15/09				0.445%	17,500,000		0.445%	5,400,000
09/17/09	0.431%	13,400,000						
09/22/09				0.422%	17,500,000		0.422%	5,400,000
09/24/09	0.427%	13,400,000						
09/29/09				0.431%	17,500,000		0.431%	5,400,000
10/01/09	0.431%	13,400,000						
10/06/09				0.431%	17,210,000		0.431%	5,400,000
10/08/09	0.431%	13,400,000						
10/13/09				0.427%	17,210,000		0.427%	5,400,000
10/15/09	0.427%	13,400,000						
10/20/09				0.429%	17,210,000		0.429%	5,400,000
10/22/09	0.429%	13,400,000						
10/27/09				0.429%	17,210,000		0.429%	5,400,000
10/29/09	0.427%	13,400,000						
11/03/09				0.427%	17,210,000		0.427%	5,400,000
11/05/09	0.425%	13,400,000						
11/10/09				0.422%	17,210,000		0.422%	5,400,000
11/12/09	0.424%	13,400,000						
11/17/09				0.418%	17,210,000		0.418%	5,400,000
11/19/09	0.418%	13,400,000						
11/24/09				0.417%	17,210,000		0.417%	5,400,000
11/26/09	0.415%	13,400,000						
12/01/09				0.413%	17,210,000		0.413%	5,400,000
12/03/09	0.410%	13,400,000						
12/08/09				0.411%	17,210,000		0.411%	5,400,000
12/10/09	0.410%	13,400,000						
12/15/09				0.411%	17,210,000		0.411%	5,400,000
12/17/09	0.410%	13,400,000						
12/22/09				0.408%	17,210,000		0.408%	5,400,000
12/24/09	0.408%	13,400,000						
12/29/09				0.406%	17,210,000		0.406%	5,200,000
12/31/09	0.404%	13,400,000						
01/05/10				0.404%	17,210,000		0.404%	5,200,000
01/07/10	0.404%	13,400,000						
01/12/10				0.408%	17,210,000		0.408%	5,200,000
01/14/10	0.406%	13,400,000						
01/19/10				0.408%	17,210,000		0.408%	5,200,000
01/21/10	0.408%	13,400,000						
01/26/10				0.408%	17,210,000		0.408%	5,200,000
01/28/10	0.404%	13,400,000						
02/02/10				0.404%	17,210,000		0.404%	5,200,000

**City of Winter Park
Auction Rate Security Bond Rates After Swap Agreements Terminated**

Date	<u>Water & Sewer</u>		--	<u>Electric, 2005A</u>		--	<u>Electric, 2005B</u>	
	ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding		ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding		ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding
02/04/10	0.404%	13,400,000						
02/09/10				0.401%	17,210,000		0.401%	5,200,000
02/11/10	0.401%	13,400,000						
02/16/10				0.399%	17,210,000		0.399%	5,200,000
02/18/10	0.399%	13,400,000						
02/23/10				0.406%	17,210,000		0.406%	5,200,000
02/25/10	0.401%	13,400,000						
03/02/10				0.401%	17,210,000		0.401%	5,200,000
03/04/10	0.401%	13,400,000						
03/09/10				0.399%	17,210,000		0.399%	5,200,000
03/11/10	0.399%	13,400,000						
03/16/10				0.403%	17,210,000		0.403%	5,200,000
03/18/10	0.403%	13,400,000						
03/23/10				0.403%	17,210,000		0.403%	5,200,000
03/25/10	0.415%	13,400,000						
03/30/10				0.432%	17,210,000		0.432%	5,200,000
04/01/10	0.431%	13,400,000						
04/06/10				0.434%	17,210,000		0.434%	5,200,000
04/08/10	0.436%	13,400,000						
04/13/10				0.436%	17,210,000		0.436%	5,200,000
04/15/10	0.439%	13,400,000						
04/20/10				0.443%	17,210,000		0.443%	5,200,000
04/22/10	0.448%	13,400,000						
04/27/10				0.452%	17,210,000		0.452%	5,200,000
04/29/10	0.457%	13,400,000						
05/04/10				0.464%	17,210,000		0.464%	5,200,000
05/06/10	0.478%	13,400,000						
05/11/10				0.490%	17,210,000		0.490%	5,200,000
05/13/10	0.509%	13,400,000						
05/18/10				0.595%	17,210,000		0.595%	5,200,000
05/20/10	0.592%	13,400,000						
05/25/10				0.593%	17,210,000		0.593%	5,200,000
05/27/10	0.597%	13,400,000						
06/01/10				0.604%	17,210,000		0.604%	5,200,000
06/03/10	0.620%	13,400,000						
06/08/10				0.614%	17,210,000		0.614%	5,200,000
06/10/10	0.614%	13,400,000						
06/15/10				0.613%	17,210,000		0.613%	5,200,000
06/17/10	0.613%	13,400,000						
06/22/10				0.613%	17,210,000		0.613%	5,200,000
06/24/10	0.609%	13,400,000						
06/29/10				0.607%	17,210,000		0.607%	5,200,000
07/01/10	0.607%	13,400,000						
07/06/10				0.607%	17,210,000		0.607%	5,200,000

**City of Winter Park
Auction Rate Security Bond Rates After Swap Agreements Terminated**

Date	<u>Water & Sewer</u>		--	<u>Electric, 2005A</u>		--	<u>Electric, 2005B</u>	
	ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding		ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding		ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding
07/08/10	0.609%	13,400,000						
07/13/10				0.609%	17,210,000		0.609%	5,200,000
07/15/10	0.604%	13,400,000						
07/20/10				0.597%	17,210,000		0.597%	5,200,000
07/22/10	0.597%	13,400,000						
07/27/10				0.590%	17,210,000		0.590%	5,200,000
07/29/10	0.579%	13,400,000						
08/03/10				0.571%	17,210,000		0.571%	5,200,000
08/05/10	0.553%	13,400,000						
08/10/10				0.530%	17,210,000		0.530%	5,200,000
08/12/10	0.516%	13,400,000						
08/17/10				0.508%	17,210,000		0.508%	5,200,000
08/19/10	0.488%	13,400,000						
08/24/10				0.471%	17,210,000		0.471%	5,200,000
08/26/10	0.466%	13,400,000						
08/31/10				0.462%	17,210,000		0.462%	5,200,000
09/02/10	0.459%	13,400,000						
09/07/10				0.453%	17,210,000		0.453%	5,200,000
09/09/10	0.452%	13,400,000						
09/14/10				0.452%	17,210,000		0.452%	5,200,000
09/16/10	0.450%	13,400,000						
09/21/10				0.450%	17,210,000		0.450%	5,200,000
09/23/10	0.450%	13,400,000						
09/28/10				0.448%	17,210,000		0.448%	5,200,000
09/30/10	0.448%	13,400,000						
10/05/10				0.448%	16,910,000		0.448%	5,200,000
10/07/10	0.448%	13,400,000						
10/12/10				0.450%	16,910,000		0.450%	5,200,000
10/14/10	0.450%	13,400,000						
10/19/10				0.448%	16,910,000		0.448%	5,200,000
10/21/10	0.448%	13,400,000						
10/26/10				0.448%	16,910,000		0.448%	5,200,000
10/28/10	0.448%	13,400,000						
11/02/10				0.448%	16,910,000		0.448%	5,200,000
11/04/10	0.446%	13,400,000						
11/09/10				0.445%	16,910,000		0.445%	5,200,000
11/11/10	0.445%	13,400,000						
11/16/10				0.443%	16,910,000		0.443%	5,200,000
11/18/10	0.443%	13,400,000						
11/23/10				0.443%	16,910,000		0.443%	5,200,000
11/25/10	0.152%	13,400,000						
11/30/10				0.443%	16,910,000		0.443%	5,200,000
12/02/10	0.443%	13,400,000						
12/07/10				0.452%	16,910,000		0.452%	5,200,000

**City of Winter Park
Auction Rate Security Bond Rates After Swap Agreements Terminated**

<u>Date</u>	<u>Water & Sewer</u>		--	<u>Electric, 2005A</u>		--	<u>Electric, 2005B</u>	
	<u>ARS Bond Rate Paid to Bondholders</u>	<u>ARS Bonds Outstanding</u>		<u>ARS Bond Rate Paid to Bondholders</u>	<u>ARS Bonds Outstanding</u>		<u>ARS Bond Rate Paid to Bondholders</u>	<u>ARS Bonds Outstanding</u>
12/09/10	0.464%	13,400,000						
12/14/10				0.464%	16,910,000		0.464%	5,200,000
12/16/10	0.460%	13,400,000						
12/21/10				0.455%	16,910,000		0.455%	5,200,000
12/23/10								
12/28/10				0.457%	16,910,000		0.457%	5,200,000
12/30/10								
01/04/11				0.457%	16,910,000			
01/06/11								
01/11/11				0.457%	16,910,000			
01/13/11								
01/18/11				0.457%	16,910,000			
01/20/11								
01/25/11				0.457%	16,910,000			
01/27/11								
02/01/11				0.455%	16,910,000			
02/03/11								
02/08/11				0.455%	16,910,000			
02/10/11								
02/15/11				0.462%	16,910,000			
02/17/11								
02/22/11				0.464%	16,910,000			
02/24/11								
03/01/11				0.459%	16,910,000			
03/03/11								
03/08/11				0.457%	16,910,000			
03/10/11								
03/15/11				0.453%	16,910,000			
03/17/11								
03/22/11				0.445%	16,910,000			
03/24/11								
03/29/11				0.443%	16,910,000			
03/31/11								
04/05/11				0.434%	16,910,000			
04/07/11								
04/12/11				0.420%	16,910,000			
04/14/11								
04/19/11				0.392%	16,910,000			
04/21/11								
04/26/11				0.373%	16,910,000			
04/28/11								
05/03/11				0.373%	16,910,000			
05/05/11								
05/10/11				0.368%	16,910,000			

City of Winter Park
Auction Rate Security Bond Rates After Swap Agreements Terminated

Date	<u>Water & Sewer</u>		--	<u>Electric, 2005A</u>		--	<u>Electric, 2005B</u>	
	ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding		ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding		ARS Bond Rate Paid to Bondholders	ARS Bonds Outstanding
05/12/11								
05/17/11				0.354%	16,910,000			
05/19/11								
05/24/11				0.345%	16,910,000			
05/26/11								
05/31/11				0.340%	16,910,000			
06/02/11								
06/07/11				0.334%	16,910,000			
06/09/11								
06/14/11				0.333%	16,910,000			
06/16/11								
06/21/11				0.327%	16,910,000			
06/23/11								
06/28/11				0.326%	16,910,000			
06/30/11								
07/05/11				0.326%	16,910,000			
07/07/11								
07/12/11				0.324%	16,910,000			
07/14/11								
07/19/11				0.326%	16,910,000			
07/21/11								
07/26/11				0.326%	16,910,000			
07/28/11								
08/02/11				0.327%	16,910,000			
08/04/11								
08/09/11				0.336%	16,910,000			
08/11/11								
08/16/11				0.361%	16,910,000			
08/18/11								
08/23/11				0.368%	16,910,000			
08/25/11								
08/30/11				0.380%	16,910,000			
09/01/11								
09/06/11				0.387%	16,910,000			
09/08/11								
09/13/11				0.389%	16,910,000			
09/15/11								
09/20/11				0.401%	16,910,000			
09/22/11								
09/27/11				0.404%	16,910,000			
09/29/11								
10/04/11				0.415%	16,610,000			
10/11/11				0.420%	16,610,000			
10/18/11				0.425%	16,610,000			

**City of Winter Park
Auction Rate Security Bond Rates After Swap Agreements Terminated**

<u>Date</u>	<u>Water & Sewer</u>		--	<u>Electric, 2005A</u>		--	<u>Electric, 2005B</u>	
	<u>ARS Bond Rate Paid to Bondholders</u>	<u>ARS Bonds Outstanding</u>		<u>ARS Bond Rate Paid to Bondholders</u>	<u>ARS Bonds Outstanding</u>		<u>ARS Bond Rate Paid to Bondholders</u>	<u>ARS Bonds Outstanding</u>
10/25/11				0.427%	16,610,000			
11/01/11				0.429%	16,610,000			
11/08/11				0.429%	16,610,000			
11/15/11				0.434%	16,610,000			
11/22/11				0.438%	16,610,000			
11/29/11				0.450%	16,610,000			
12/06/11				0.455%	16,610,000			
12/13/11				0.480%	16,610,000			
12/20/11				0.487%	16,610,000			
12/27/11				0.502%	16,610,000			
01/03/12				0.515%	16,610,000			
01/10/12				0.516%	16,610,000			
01/17/12				0.518%	16,610,000			
01/24/12				0.499%	16,610,000			
01/31/12				0.483%	16,610,000			
02/07/12				0.469%	16,610,000			
02/14/12				0.455%	16,610,000			
02/21/12				0.436%	16,610,000			
02/28/12				0.431%	16,610,000			
03/06/12				0.427%	16,610,000			
03/13/12				0.425%	16,610,000			
03/20/12				0.424%	16,610,000			
03/27/12				0.424%	16,610,000			
04/03/12				0.422%	16,610,000			
04/10/12				0.422%	16,610,000			
04/17/12				0.422%	16,610,000			
04/24/12				0.420%	16,610,000			
05/01/12				0.418%	16,610,000			
05/08/12				0.418%	16,610,000			
05/15/12				0.418%	16,610,000			
05/22/12				0.418%	16,610,000			
05/29/12				0.420%	16,610,000			
06/05/12				0.418%	16,610,000			

**BEFORE THE
FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC.**

Case Number _____

CITY OF WINTER PARK, FLORIDA

CLAIMANT,

-VS-

MORGAN STANLEY & CO., INC. and
JP MORGAN SECURITIES, INC.

RESPONDENTS.

I. STATEMENT OF CLAIM

Claimant City of Winter Park (“Winter Park”) respectfully submits this Statement of Claim against Respondents Morgan Stanley & Co., Inc. (“Morgan Stanley”) and JP Morgan Securities, Inc. (“JPMorgan”).

SUMMARY

1. In 2004, the City of Winter Park issued a total of \$40.075 million of floating-rate bonds to fund improvements to the City’s water and sewer system. At the recommendation of Morgan Stanley and JPMorgan, these bonds were issued in the form of auction rate securities (“ARS”). In making this recommendation, however, Morgan Stanley and JPMorgan did not disclose to Winter Park that Morgan Stanley’s and JPMorgan’s support bids were propping up the auction rate securities market and were necessary to achieve the represented interest savings payments. Morgan Stanley and JPMorgan failed to disclose these facts because that would have

prevented Winter Park from issuing ARS and ARS were more profitable to Morgan Stanley and JPMorgan than alternate products.

2. In 2005, Winter Park issued \$49.8 million of floating-rate bonds to acquire and make improvements to an electric system distribution facility. Again, at the recommendation of Morgan Stanley and JPMorgan, Winter Park issued its 2005 bonds in the form of auction rate securities (“ARS”). And as before, Morgan Stanley and JPMorgan did not disclose to Winter Park that their support bids were propping up the auction rate securities market and were necessary to achieve the represented interest payments.

3. In February 2008, Morgan Stanley and JPMorgan decided without warning to stop supporting the ARS market. The ARS market promptly collapsed, and the rates on Winter Park’s ARS skyrocketed. As a result, Winter Park paid much higher interest payments and sustained other damages, such as costs of refinancing and swap termination fees, as outlined within. Winter Park has brought this arbitration against Morgan Stanley and JPMorgan to recover the damages it sustained due to Morgan Stanley and JPMorgan’s misrepresentations and omissions during the structuring process, all of which were clear violations of the duties Morgan Stanley and JPMorgan owed to Winter Park.

BACKGROUND

A. Auction Rate Securities

4. ARS are long-term variable-rate instruments with interest rates that reset at frequent periodic auctions. In each auction, existing holders and prospective bidders state the interest rate they require to purchase or continue to hold the security in each auction. In a typical ARS auction, bid orders are accepted starting with the lowest interest rate bid until all securities available for sale are matched with purchase orders. The rate at which the final sell order is

filled is known as the “clearing rate.” The clearing rate applies to the entire issue of ARS, including all other buy orders, and to the securities of existing holders who chose to hold rather than sell their securities in the auction. This type of auction process is referred to as a “Dutch auction.”

5. ARS auctions are generally held every 7, 28, or 35 days. Orders to purchase or sell ARS at auctions can be placed only through designated broker-dealers that manage the auctions of the ARS. These broker-dealers (in this case, Morgan Stanley and JPMorgan) collect “buy” and “sell” orders and then forward them to the designated auction agent that administers the Dutch auction.

6. If the bids received by the auction agent are insufficient to purchase all the ARS offered for sale at a particular auction, the auction “fails.” As a result, until the next successful auction, the ARS holders are unable to sell the securities that they hold (unless they can do so in a secondary market) and the interest rate on all ARS in the issuance jumps to a contractual “maximum” rate.

7. Based on the reports of several financial media outlets and state and federal regulators, by February 2008, the ARS market had grown to approximately \$330 billion in outstanding securities. Approximately half of this market (~\$160 billion) was issued by municipal issuers like Winter Park.

8. Morgan Stanley and JPMorgan promoted the ARS structure to municipal issuers like Winter Park as a means to borrow money long-term for capital projects at short-term interest rates. Morgan Stanley and JPMorgan also promoted ARS to investors interested in short-term investments (for example, to manage cash balances) as a money-market substitute that generally offered a slightly higher interest rate than a money-market fund. Underwriters preferred ARS to

other variable-rate instruments because ARS generated larger fees for broker-dealers (e.g., ARS remarketing fees were typically 25 basis points, compared to ~7 basis points for variable-rate demand obligations (“VRDO”)) and because ARS did not require a liquidity facility or letter of credit and therefore did not use up bank capital.

B. Unbeknownst to Most Market Participants, Broker-Dealers like Morgan Stanley and JPMorgan Propped Up Auctions for ARS

9. Unbeknownst to Winter Park, the ARS market had historically functioned as promoted because broker-dealers like Morgan Stanley and JPMorgan always placed support bids in every ARS auction for which they were the lead broker-dealer. That is, prior to February 2008, Morgan Stanley and JPMorgan always placed a bid in every auction to prevent auction failure. The other major broker-dealers commonly followed the same practice. At all times, Morgan Stanley and JPMorgan were aware that if it stopped placing bids to prevent auction failures, many auctions would fail and the ARS product as a whole would fail.

10. Upon information and belief, based on the findings of a study conducted by members of the Federal Reserve and press reports, a majority of Morgan Stanley- and JPMorgan-led auctions would have failed in the absence of these support bids. The broker-dealers’ support bidding thereby created the artificial appearance of a liquid and efficient market, enabling Morgan Stanley and JPMorgan to market their ARS capital-raising structure to issuers like Winter Park and to market the securities themselves to institutional and retail investors as sound financial investments. For underwriters and broker-dealers, the apparent zero percent failure rate in ARS auctions was a critical means by which to create and foster trust in the ARS market, because ARS were marketed to investors as a money-market substitute. If traditional ARS investors were aware that there was a chance investors would be unable to quickly liquidate

their ARS positions and would be stuck holding long-term variable-rate bonds, these traditional ARS investors would quickly abandon the product.

C. Interest Rates for ARS Spiked When Broker-Dealers Ceased Cover Bidding

11. On February 12, 2008, Morgan Stanley and JPMorgan decided to stop submitting support bids for all of their lead broker-dealer auctions in the municipal ARS market. Over the next two days, other broker-dealers also ceased support for the market, and over 50% of all auctions failed.

12. Once ARS auctions started to fail en masse, traditional ARS investors predictably abandoned the product, and ARS no longer generated the low short-term interest rates expected of a money-market like investment. Even for issuers whose ARS did not experience failures, the flight of the traditional ARS investor meant that ARS began to clear at interest rates at or above long-term fixed interest rates, much higher than the rates expected by issuers or generated by the substitute short-term products issuers could have issued instead of ARS.

D. ARS Issuers' Troubles Were Compounded by Derivatives like Interest-Rate Swaps

13. Many municipal ARS issuers structured their ARS with a related derivative transaction, such as an interest-rate swap. In a typical floating-to-fixed swap, an ARS issuer agrees to make fixed-rate payments to a counterparty (often an affiliate of the underwriter) in exchange for a floating-rate payment from the counterparty. The floating-rate payment is typically based on an index, such as BMA or a percentage of LIBOR, which would be expected to track ARS interest rates such that the floating-rate payment and the payment on the ARS would cancel each other out. When the ARS and the interest-rate swap are combined, the ARS issuers' ultimate interest rate-related obligations would be expected to be the fixed-rate payments on the swap and the administrative costs of the ARS. This structure is referred to as a "synthetic

fixed-rate.” The benefit of this synthetic fixed-rate structure is that it produces fixed-rate payment obligations, allowing for easier budgeting and predictability of an issuer’s future interest obligations.

14. One significant feature of interest-rate swaps is that, upon early termination, one party to the swap will owe the other a termination payment. The termination payment obligation is generally fixed based upon the present value of the parties’ expected future payments under the swap (along with some additional considerations outlined in the particular swap contract). For a floating-to-fixed swap, the present value of the expected future interest payments fluctuates constantly based upon interest rate projections, meaning that the nominal termination value can be quite high even when a synthetic fixed-rate structure is working appropriately.

15. When the ARS market collapsed, however, ARS issuers with interest rate swaps found that their derivative structures no longer functioned as promised by their underwriters. Because broker-dealers had stopped supporting the ARS market and traditional ARS investors had abandoned the product once the risk of auction failure materialized, ARS no longer generated short-term interest rates that matched the variable payments made by swap counterparties, meaning that the ARS issuers had to pay more to their ARS investors than they received from the swap counterparty. Accordingly, the interest obligations of an ARS issuer with a synthetic fixed-rate issuance stopped generating predictably low fixed-interest rates and began to increase as well as fluctuate wildly. And ultimately, ARS issuers who wanted to quickly refinance discovered that they were often locked into their interest rate swaps for many years and that their termination payments (which were no longer related to the rates being generated by their ARS) were often astronomical.

THE PARTIES

16. Claimant, City of Winter Park, is a city of about 28,486 residents located just north of Orlando in Orange County, Florida.

17. Respondent, Morgan Stanley & Co., Inc. (CRD #8209), is a registered brokerage firm with a principal place of business in New York, New York.

18. Respondent, JP Morgan Securities, Inc. (CRD #79), is a registered brokerage firm with a principal place of business in New York, New York.

FINRA'S JURISDICTION

19. Morgan Stanley and JPMorgan are FINRA members. Winter Park is a customer of Morgan Stanley and JPMorgan, having procured and paid for Morgan Stanley's and JPMorgan's services as underwriters and broker-dealers, and this dispute arises from the business activities of Morgan Stanley and JPMorgan, including but not limited to underwriting and broker-dealing. Winter Park demands arbitration pursuant to FINRA Rule 12200.

FACTUAL ALLEGATIONS

THE 2004 ISSUANCE

A. In 2004, Winter Park issued bonds to fund improvements to its water and sewer system, and engaged Morgan Stanley and JPMorgan as lead underwriters.

20. In 2004, Winter Park engaged Morgan Stanley and JPMorgan to fund improvements to the City's water and sewer system. The parties agreed that the transaction would be "negotiated," meaning that Morgan Stanley and JPMorgan worked closely with Winter Park to structure the 2004 bond issuance.

21. Morgan Stanley and JPMorgan and their representatives actively participated in structuring and implementing Winter Park's 2004 financing. Morgan Stanley and JPMorgan

ultimately advised Winter Park on what they regarded as the appropriate capital-generation structure for Winter Park's bonds; acted as Winter Park's agents in dealing with the rating agencies; assisted with ARS-related discussions with bond insurers on Winter Park's behalf; bought the instant ARS bonds from Winter Park and resold them; sold related interest rate swaps to Winter Park that supposedly supported the ARS structure; and performed various other tasks as Winter Park's advisors, agents, and fiduciaries.

22. In the course of structuring the 2004 bonds, Morgan Stanley's and JPMorgan's representatives had regular telephone conferences and in-person meetings with Winter Park's representatives. During this structuring period, Morgan Stanley's and JPMorgan's representatives continually advised and made recommendations to Winter Park and its representatives.

B. Morgan Stanley and JPMorgan's recommended that Winter Park issued \$40.075 million of ARS

23. In structuring Winter Park's 2004 bonds, Morgan Stanley and JPMorgan recommended that Winter Park structure its bonds as auction rate securities. Morgan Stanley and JPMorgan represented that ARS would generate considerable interest savings as compared to other structuring options, such as fixed rate bonds or VRDOs.

24. Relying on representations and recommendations by Morgan Stanley's and JPMorgan's representatives about the benefits of ARS, Winter Park decided to issue its 2004 bonds as ARS.

C. Morgan Stanley and JPMorgan omit material information about support bidding.

25. During these debt-structuring negotiations, Morgan Stanley and JPMorgan did not disclose that at the time they had a practice of placing bids to prevent failures in every auction

for which they were lead broker-dealers, or that without these support bids auctions would fail, the ARS market would collapse, and lower interest costs would surely not be realized. In fact, in the ARS disclosures authored by Morgan Stanley and JPMorgan for the Official Statement for the 2004 ARS, Morgan Stanley and JPMorgan disclosed only that the broker-dealer “may submit Orders in Auctions for its own account” or that it “may also bid in an Auction in order to prevent what would otherwise be (i) a failed Auction, (ii) an ‘all-hold’ Auction, or (iii) the implementation of an Auction Rate that the Broker-Dealer believes, in its sole judgment, does not reflect the market for such securities at the time of the Auction.”

26. The SEC has twice concluded that these above-quoted statements are a misleading disclosure of Morgan Stanley and JPMorgan’s auction practices, both in a 2006 Cease and Desist Order and in a recent amicus brief to the Second Circuit.

27. Had Winter Park known that if it issued ARS it would be wholly-dependent on Morgan Stanley’s and JPMorgan’s continued support bidding practice for the ARS market to function and for Winter Park’s ARS to generate the predicted short-term rates in its auctions, Winter Park would never have taken the risk that Morgan Stanley and JPMorgan might decide to stop supporting the market causing Winter Park’s debt obligations to balloon. Instead, Winter Park would have issued its bonds in an alternate structure.

28. Morgan Stanley’s and JPMorgan’s failure to inform Winter Park about their material auction practices in 2004 and the risk that those auction practices posed to Winter Park’s ARS issuances are a violation of Morgan Stanley and JPMorgan’s obligations under federal and state securities laws, MSRB and NASD rules, as well as their duties as Winter Park’s underwriters and fiduciaries under state law.

D. At the underwriters' recommendation, Winter Park also enters into swap agreements to create "synthetic fixed-rate" structures.

29. Winter Park, at Morgan Stanley's and JPMorgan's recommendation, also entered into two floating-to-fixed rate swaps, which created "synthetic fixed-rate" structures for the 2004 ARS issuance. In its floating-to-fixed rate swaps, Winter Park had agreed to pay fixed rates to the swap counterparties (4.648%) in exchange for floating rate payments from the counterparties that was expected to match the payments Winter Park would owe on the ARS. Through this mechanism, Morgan Stanley and JPMorgan represented that Winter Park could achieve a fixed debt obligation equal to the fixed rate on the swap plus the administrative costs of the bonds because the swap counterparties' floating rate payments and the bond payments would be expected to offset.

30. Morgan Stanley and JPMorgan were well aware, however, that Winter Park's swap would only function as represented, and the counterpayments from the swap counterparties would only offset the payments on the ARS, if Morgan Stanley and JPMorgan continued to place bids to support ARS. Nonetheless, Morgan Stanley and JPMorgan failed to disclose this information to Winter Park, and recommended that Winter Park issue its ARS with swap transactions that locked Winter Park into payments to counterparties for many years.

31. The ARS debt-financing structure was more profitable to Morgan Stanley and JPMorgan than alternative structures. Morgan Stanley and JPMorgan made far more money on an ongoing basis remarketing Winter Park's ARS than it would have on an alternative product.

E. Winter Park issues its 2004 bonds.

32. In August 2004, Winter Park issued its Series 2004 bonds, totaling \$40,075,000 million, as auction rate securities.

33. In February 2008, Morgan Stanley and JPMorgan stopped placing cover bids in auctions generally, and the rates on Winter Park's ARS rapidly increased. Furthermore, because liquidity was hard to come by in mid-2008, Winter Park was forced to refinance its 2004 ARS at considerable cost.

THE 2005 ISSUANCE

A. In 2005, Winter Park sought financing to acquire and make improvements to an electric system distribution facility, and engaged Morgan Stanley and JPMorgan as an underwriter.

34. In 2005, Winter Park sought advice regarding financing to acquire and make improvements to an electric system distribution facility. Based on the relationship Winter Park had with Morgan Stanley and JPMorgan from the 2004 issuance, Winter Park hired Morgan Stanley and JPMorgan to underwrite this 2005 issuance.

35. As in 2004, Morgan Stanley's and JPMorgan's representatives participated actively in planning the structure of and implementing Winter Park's financing plans in 2005. As with the 2004 issuance, Morgan Stanley and JPMorgan ultimately advised Winter Park on the appropriate structure; acted as Winter Park's agents in dealing with the rating agencies; assisted with discussions with bond insurers; bought the bonds from Winter Park and resold them; sold a related interest rate swap to Winter Park that supposedly supported the ARS structure; provided monitoring and advisory services regarding the 2005 bonds after the issuance; and performed various other tasks as Winter Park's advisors, agents, and fiduciaries.

B. Morgan Stanley and JPMorgan provided advice and recommendations to Winter Park on which Winter Park relied.

36. Winter Park informed Morgan Stanley and JPMorgan that it wanted to raise approximately \$50 million to fund the acquisition of and improvements to an electric system

distribution facility. Morgan Stanley's and JPMorgan's representatives, again, ultimately recommended that Winter Park issue \$49.8 million worth of ARS.

37. During these negotiations, as in 2004, Morgan Stanley and JPMorgan did not disclose that they had a practice of placing support bids in every auction for which they were lead broker-dealers in order to prevent auction failures, and that if they stopped placing these bids, auctions would fail and the ARS market would collapse. And Morgan Stanley and JPMorgan further did not disclose that, based upon information and belief, many if not a majority of the auctions for Winter Park's 2004 ARS would have failed but for Morgan Stanley and JPMorgan's support bidding.

38. Winter Park, at Morgan Stanley's and JPMorgan's recommendation, also entered into two floating-to-fixed rate swaps, which created "synthetic fixed-rate" structures for the 2005 ARS issuance. In its floating-to-fixed rate swap, Winter Park had agreed to pay a fixed rate to the swap counterparties (4.307%) in exchange for floating rate payments from the counterparties -- affiliates of Morgan Stanley and JPMorgan -- on an interest rate swap agreement with a notional amount of \$8,600,000 and 4.941% on an interest rate swap agreement with a notional amount of \$36,200,000 that was expected to match the payments Winter Park would owe on the ARS. Morgan Stanley and JPMorgan were well aware, however, that Winter Park's swaps would only function as represented, and the counterpayments from the swap counterparties would only offset the payments on the ARS, if Morgan Stanley and JPMorgan continued to place bids to support ARS.

39. Morgan Stanley's and JPMorgan's failure to inform Winter Park that their bidding practices distorted the prices generated by the auctions are a clear violation of Morgan Stanley and JPMorgan's obligations under MSRB and NASD rules, including most notably

MSRB rule G-17, which requires underwriters to ensure that an issuer is treated fairly: “When a dealer is negotiating the underwriting of municipal securities, the dealer has an obligation to negotiate in good faith with the issuer. Also if the dealer knows the issuer is unsophisticated or *otherwise depending on the dealer as its sole source of market information*, the dealer’s duty under rule G-17 is to ensure that the issuer is treated fairly specifically *in light of the relationship of reliance that exists between the issuer and the underwriter.*” MSRB G-17 Interpretive Letter, December 1, 2007 (emphasis added). Morgan Stanley and JPMorgan were well aware that Winter Park was dependent on Morgan Stanley and JPMorgan to provide it accurate information about the state of the ARS market and Morgan Stanley’s and JPMorgan’s own bidding practices, and yet Morgan Stanley and JPMorgan did not inform Winter Park about the effect its auction practices were having on Winter Park’s auctions.

C. In February 2008, the ARS market collapsed and Winter Park’s structure failed.

40. In May 2005, Winter Park issued \$49,800,000 million worth of bonds, structured as ARS.

41. As discussed above, in February 2008, Morgan Stanley and JPMorgan stopped submitting support bids in many auctions, and the ARS market collapsed. Winter Park was forced to quickly refinance its 2005 ARS along with its 2004 ARS at substantial cost. In addition, Winter Park also incurred substantial costs in terminating its swap agreements with Morgan Stanley’s and JPMorgan’s affiliates.

42. Through this arbitration, as explained in the Claims section of this submission, Winter Park seeks to recover the damages it has suffered as a result of Morgan Stanley’s and JPMorgan’s serial breaches of their duties as Winter Park’s advisors and fiduciaries and under MSRB and NASD rules, as well as damages incurred as a result of Morgan Stanley’s and

JPMorgan's omission of material information during the underwriting of Winter Park's bonds. Winter Park seeks to recover, among other costs, its excess interest payments, refinancing costs, swap termination payments, and additional interest payments on the refinancing notes. Winter Park reserves the right to supplement these damages as discovery progresses.

CAUSES OF ACTION

Count I: Breach of Fiduciary Duty

43. In connection with the issuances of Winter Park's 2004 and 2005 ARS, Morgan Stanley and JPMorgan advised Winter Park to issue its bonds as ARS, and Morgan Stanley and JPMorgan acted with respect to Winter Park with superior knowledge of market risks and opportunities. Morgan Stanley and JPMorgan had superior knowledge about the ARS structure and the ARS market, and Winter Park placed its trust and confidence in Morgan Stanley and JPMorgan and relied on their superior knowledge about how the ARS market worked, the state of the ARS market, and what the important material risks were. Morgan Stanley and JPMorgan actively encouraged Winter Park to place trust and confidence in them, were aware that Winter Park was placing its trust and confidence in Morgan Stanley's and JPMorgan's superior knowledge and expertise, and willingly accepted this position of trust. As a result, Morgan Stanley and JPMorgan owed fiduciary duties to Winter Park.

44. Despite their fiduciary obligations, Morgan Stanley and JPMorgan failed to disclose to Winter Park material facts, including (a) the extent to which their support bid practice created and manipulated the market for ARS generally; (b) the extent to which their active manipulation of the ARS market disguised the lack of natural demand for ARS; and (c) that the interest rate swaps the underwriters promoted would only function as promised if Morgan Stanley and JPMorgan continued their support bidding. These omissions materially misled

Winter Park to its great prejudice, as reflected in the collapse of Winter Park's debt structure, and the higher interest costs suffered by Winter Park after the ARS market's collapse, and the massive swap termination fees it incurred. Morgan Stanley and JPMorgan's breach of their fiduciary duties benefited Morgan Stanley and JPMorgan and injured Winter Park, as outlined above.

45. Morgan Stanley and JPMorgan breached the fiduciary duties they owed to Winter Park. Morgan Stanley and JPMorgan are liable for all damages sustained as a result of their breach of their fiduciary duties.

Count II: Fraud

46. As noted throughout this Statement of Claim and in paragraph 44 above, Morgan Stanley and JPMorgan made numerous misrepresentations of, and failed to disclose, many material facts to Winter Park. These misrepresentations and omissions were made to obtain an unjust advantage over Winter Park.

47. In light of their positions of superior knowledge and their role as municipal underwriters in negotiated transactions, Morgan Stanley and JPMorgan unquestionably had duties to provide accurate information about ARS market practices and conditions to Winter Park. This duty is further confirmed by the MSRB rules, which directly mandate such disclosure.

48. The omitted facts were unquestionably material to Winter Park's decision to issue ARS. Had Winter Park known that the ARS market was wholly dependent on Morgan Stanley's and JPMorgan's support bids and that if broker-dealers like Morgan Stanley and JPMorgan ceased their support bidding policy the market would collapse and cease generating short-term interest rates, Winter Park would never have chosen to issue ARS.

49. Morgan Stanley and JPMorgan were well aware that Winter Park was relying on Morgan Stanley and JPMorgan to provide accurate information about the ARS market, and that Morgan Stanley and JPMorgan were better positioned to have accurate information about their own bidding practices and the broader ARS market than Winter Park. Winter Park justifiably relied on Morgan Stanley and JPMorgan, given that Winter Park was paying Morgan Stanley and JPMorgan to provide fair and accurate debt-structuring advice as required by MSRB and NASD rules. Yet Morgan Stanley and JPMorgan chose to remain silent about these facts because of the profits Morgan Stanley and JPMorgan stood to gain from the transactions.

50. Morgan Stanley and JPMorgan's fraudulent actions have unquestionably caused damage to Winter Park, as outlined above. Morgan Stanley and JPMorgan are liable for all damages sustained as a result of their fraudulent misrepresentations and concealment.

Count III: Negligent Misrepresentation

51. Winter Park specifically incorporates the allegations contained in Count II as set forth herein.

52. Morgan Stanley and JPMorgan breached their duty to Winter Park by negligently misrepresenting material facts about the ARS market, the extent of their involvement in propping up the ARS market, and the material risks in the transactions that it recommended. These misrepresentations were made by Morgan Stanley and JPMorgan to induce Winter Park to issue ARS, a form of debt that was more lucrative for Morgan Stanley and JPMorgan than alternative structures.

53. As a direct and proximate result of Morgan Stanley and JPMorgan's breaches, Winter Park suffered damage as described herein. Morgan Stanley and JPMorgan are liable for all damages sustained as a result of their negligent misrepresentations.

Count IV: Violation of §10(b) of the Exchange Act and Rule 10b-5

54. In advising that Winter Park should issue ARS and in buying the ARS from Winter Park, Morgan Stanley and JPMorgan failed to disclose several obvious material facts, including that, but for Morgan Stanley and JPMorgan's support bids, there was not a sufficient market to sustain the auctions and to generate the short-term interest rates necessary to sustain Winter Park's financing structure and that the ARS market would effectively collapse in the event Morgan Stanley and JPMorgan ceased their support bidding.

55. Morgan Stanley and JPMorgan acted recklessly and had fraudulent motives when dealing with Winter Park. Although the ARS were not the most desirable structure for Winter Park, they were more lucrative for Morgan Stanley and JPMorgan than other debt structures.

56. Morgan Stanley and JPMorgan thus deliberately concealed their support bid practices in advising Winter Park to issue ARS. As a result, Winter Park has been damaged as outlined above, and Morgan Stanley and JPMorgan are liable pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. §78j(b), and Rule 10b-5, 17 C.F.R. §240.10b-5, thereunder.

Count V: Violation of Violation of Florida Securities and Investor Protection Act

57. Winter Park specifically incorporates the allegations contained in Count IV as set forth herein.

58. Morgan Stanley's and JPMorgan's misrepresentations and omissions to Winter Park are also violations of the Florida Securities and Investor Protection Act, Fla. Stat. Ann § 517.301. The information withheld by Morgan Stanley and JPMorgan would have significantly affected the issuance decision of any reasonable issuer, and specifically affected the issuance decision of Winter Park.

59. As a result of Morgan Stanley and JPMorgan's actions and omissions, Winter Park suffered significant damages, for which Morgan Stanley and JPMorgan is liable under the Florida Securities and Investor Protection Act.

Count VI: Breach of MSRB and NASD duties

60. The SEC and FINRA have recognized that a claimant may assert a claim in FINRA arbitration for violations of MSRB and NASD rules which cause harm to the claimant. Morgan Stanley and JPMorgan's actions, misrepresentations, and omissions as laid out in the statement of claim constitute violations of the following MSRB and NASD rules:

- MSRB Rule G-17, requiring that each “broker, dealer, municipal securities dealer, and municipal advisor shall deal fairly with all persons [including issuers] and shall not engage in any deceptive, dishonest, or unfair practice”;
- NASD Rule 2310-2 and 2310-3, requiring that NASD members “make every effort to make customers aware of the pertinent information regarding [new financial] products” and ensure that the customer understands the risks of the product”;
- NASD Rule 2210(d)(1)(A), requiring that all member communications “shall be based on principles of fair dealing and good faith, must be fair and balanced, and must provide a sound basis for evaluating the facts in regard to any particular security or type of security, industry or service. No member may omit any material fact or qualification if the omission, in the light of the context of the material presented, would cause the communications to be misleading.”

61. As outlined above, Morgan Stanley's and JPMorgan's actions, misrepresentations, and omissions demonstrate that they did not deal fairly with Winter Park,

and as a result Winter Park sustained extensive damages. Morgan Stanley and JPMorgan are liable for all damages caused by their violations of MSRB and NASD rules.

62. Winter Park reserves the right to assert additional causes of action as discovery progresses.

PRAYER FOR RELIEF

WHEREFORE, Winter Park prays that this Statement of Claim be deemed good and sufficient, and that after due proceedings had, there be an award in its favor of:

- a. Actual damages;
- b. Compensatory damages;
- c. Punitive damages;
- d. Consequential damages;
- e. Restitution and disgorgement of all fees and costs associated with issuing the ARS, conducting the auctions, and any and all other associated fees and costs;
- f. The costs of prosecuting this action, together with interest, including pre- and post-judgment interest;

- g. Reasonable attorneys' fees in connection with the prosecution of this case; and
- h. All other appropriate legal or equitable relief deemed appropriate.

February 13, 2012

Respectfully submitted,

/s/ Joseph C. Peiffer

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Counsel for City of Winter Park, Florida



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	June 11, 2012
prepared by department division	Cindy Bonham City Clerk	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		final vote

subject

Discussion of potential policy that governs City Commission written communication.

motion | recommendation

Commission decision whether or not to implement a policy.

background

At the April 23, 2012 and May 14, 2012 meetings, there was a discussion regarding the issue of individual Commissioners sending out written communication in mass mailings. At the direction of the City Commission, the City Clerk asked the entire Central East District to provide her with a policy they may have. There were no policies in place in other cities that were provided to the City Clerk.

Staff has written a policy for consideration (attached) that they believe took into account the concerns and suggestions of the City Commission from the May 14 meeting.

alternatives | other considerations

Make changes or add language to the attached policy.

fiscal impact

N/A

strategic objective

N/A

City of Winter Park Elected Official Mass Communication Policy

Below is the policy that sets forth guidelines for Mass Communications from elected officials. (Note: This policy does not apply to campaign materials that contain the appropriate campaign disclosures.)

For the purpose of this policy "Mass Communications" is defined as any written or electronic communication from an elected official about city business that is sent to 10 or more recipients or sent to less than 10 recipients with the intent or reasonable expectation that it will be forwarded to more than 10 recipients.

Policy

1. The elected official may use his or her city provided email account for Mass Communications.
2. The author of the Mass Communication should strive to adhere to the city's Civility Code.
3. Any Mass Communication shall include a disclaimer saying the individual elected official is writing on his or her own behalf, from his or her own perspective, and is not speaking for or representing the City Commission as a whole.
4. If the Mass Communication (excluding the disclaimer) is more than 300 words, the disclaimer must be in the top half of the first page of the communication. Otherwise the disclaimer can be stated at the end.
5. The disclaimer must be in the same font style as the main text and no smaller than three font sizes below that of the main text.
6. The Mass Communication should inform the reader that written communication to and from the city are a public record and must be provided to the public or the media upon request.

7. The Mass Communication should instruct the recipient as to how they can opt out of receiving future unsolicited communications from that elected official.
8. The Mass Communication should not be sent to other members of the City Commission.
9. The Mass Communication should caution recipients that forwarding said communication to another member of the City Commission could create a violation of the Florida Sunshine Law.

Suggested Disclaimer (at three font sizes smaller for perspective):

The opinions expressed herein are my own and not that of any other member of the Winter Park City Commission or that of the City Commission as a whole. Florida has a very broad public records law (F.S. 119). All emails (including your email address), letters or other written communications to and from elected officials or city staff are a public record and must be provided to the public or media upon request. Please note that forwarding this communication to another member of the City Commission could create a violation of the Government in the Sunshine Law which governs communications between elected officials outside of publicly noticed meetings.

To opt out of future unsolicited communications from me please (INSERT INSTRUCTIONS HERE).



city commission public hearing

item type	Public Hearing	meeting date	June 11, 2012
prepared by	George Wiggins	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N A
department division	Building & Code Enforcement		
board approval	Planning & Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N A	6-0 final vote

subject

Residential Zoning Glitch & Improvement Ordinance (2nd Reading)

motion | recommendation

Approve Ordinance with minor changes

summary

In addition to minor editorial changes by the City Attorney, staff suggests the following minor change in the area of roof line articulation at allow for flexibility with architectural styles that accomplish the intent of the ordinance but may not meet the prescriptive criteria of roof line articulation. An example home designed in a style of architecture known as "Italian Renaissance" is included on the following pages. An example photograph provided shows the straight roof line of this style of architecture. A proposed home with this architectural style conforms to our side wall articulation requirement; however, in order to maintain authenticity with the style, the side roof line should not be set in at the side wall articulation as currently required by the code. An elevation of the proposed home and letters from the architect and the builder of the new home on Palmer Avenue is included to illustrate the need for this minor adjustment. This was also discussed with an architect on the Planning & Zoning Board (Randall Slocum) who agrees with this minor change as well.

Summary from May 14 meeting:

The Ordinance updates, improves and corrects glitches and makes improvements in our current single family zoning standards, incorporates necessary language related to recently enacted Pain Management Clinic Ordinance into the Zoning Code and provides an amendment to our Landscape Code which codifies prescriptive criteria for parking lot landscape buffers across the street from residential properties. The following documents provide background on the residential zoning changes along with a summary document of the changes and rationale for the changes is included.

board comments

On May 1, the Planning and Zoning Board held a public hearing on the Ordinance and recommended adoption of the Ordinance by unanimous vote of 6-0.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-65 "R-1AAA LAKEFRONT DISTRICT," SECTION 58-66 "R-1AA AND R-1A DISTRICTS," SECTION 58-70 "PURD DISTRICT", AND SECTION 58-71 "GENERAL PROVISIONS FOR RESIDENTIAL DISTRICTS" SO AS TO ENACT REVISIONS TO SINGLE FAMILY AND ACCESSORY BUILDING REGULATIONS; AMENDING SECTIONS 58-78, 58-869(B) & SECTION 58-95 BY ADDING PAIN MANAGEMENT CLINIC AS A PERMITTED USE IN THE I-1 ZONING DISTRICT, ESTABLISHING PARKING REQUIREMENTS, & ADDING A DEFINITION OF PAIN MANAGEMENT CLINIC; AMENDING ARTICLE V, "LANDSCAPE REGULATIONS" SECTIONS 58-333 & 336 BY ADDING SPECIAL BUFFER REQUIREMENTS FOR VEHICLE USE AREAS ABUTTING RESIDENTIAL AREAS; PROVIDING FOR CONFLICT, SEVERABILITY AND EFFECTIVE DATE.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by amending Section 58-65 "Lakefront (R-1AAA) District" Subsection (f) to read as follows:

Sec. 58-65. R-1AAA lakefront district.

(f) *Site and building improvement regulations.*

(2) Impervious lot or site coverage.

b. Buildings, accessory structures, patios, decks, drives and other impervious surfaces shall not cover more than 50 percent of the total land area of the lot and at least 50 percent of the front yard area must consist of pervious surfaces with landscaping material. In any area of the front yard hard surfaces such as concrete, asphalt, brick, pavers or similar materials and driveways with stone or gravel may cover a maximum of 50 percent of the front yard area. Mulch drives are prohibited. The front yard area includes that area between the front lot line and the front wall(s) or front porch of the home. One story homes may utilize a maximum impervious coverage of 60 percent.

(5) *Front yard setbacks.*

e. See Section 58-71(i)(3) for provisions on garages and carports.

(6) *Side yard setbacks*

e. One or Two story homes on lots over 60 feet and up to 400 110 feet in width which have a first floor side wall height of 11 feet or less measured from the natural grade to the top of the roof sheathing may utilize a side setback of 10 feet to the first floor wall. To utilize this setback allowance homes with a gable end side wall must limit the gable end width to 24 feet and the roof height to 24 feet. The side wall height of a gable end wall is measured from pre-construction existing grade to plate height or to a point twelve (12) feet below the gable roof ridge whichever is a lower in elevation. One story homes with a flat roof may utilize a side setback of 10 feet when the maximum height of the roof is 13 feet.

g. Special side setback option for narrow lots (65 feet wide or less) with rear parking areas or garages: Provide a side setback of 11 feet on one side to allow driveway access and provide a minimum setback of 7 6 feet on the other side with a side wall height limit of 11 feet measured from existing grade to the top of the roof sheathing and a second floor setback of 10 feet. The driveway may utilize a side setback of one foot subject to not diverting drainage onto the neighboring property. The maximum allowed floor area ratio is permitted when using this option.

i. Lot width is measured at the front building line across the lot. The building line is located at the required front setback for vacant home sites or properties being redeveloped and at the front building wall closest to the street of the existing homes. If an existing home has an open front porch or carport encroaching into the established front setback as determined above in paragraph (5), then the building line shall be determined to be located 5 feet behind the front support columns of the porch or carport. For unusual shaped lots such as pie shaped lots that have a reducing or increasing width toward the rear of the lot, an average lot width may be utilized as measured between the front setback line and the required rear setback line. In addition, the lot width shall be determined by the building director for other unusual lot configurations.

(7) *Rear yard setbacks.* The rear setback shall be 25 feet to a one-story structure and 35 feet to the two-story portion of any building. The rear setback may be reduced to 25 feet from 35 feet for two-story components when those consist of a second story loft or mezzanine that is within the normal scale and height (not to exceed 18 feet) of a typical one-story structure.

The rear setback may be reduced to ten feet when the rear yard of the residential property abuts non-residentially zoned property or property zoned R-3 or R-4, State of Florida railroad property or a permanent storm water retention area over 25 feet in width.

(8) *Side wall articulation.* Each side wall shall provide architectural articulation by stepping the wall plane in or out by at least 2 feet when the side wall plane and side roof line extend more than 36 feet along the side lot line. The articulation must be provided on one story walls, on both floors for two story high walls homes, and on the first floor of two story homes where the second floor is set back from the first floor by at least two feet and includes roof articulation unless the omission of roof line articulation is critical to maintain the architectural style of the home.

~~and on the wall nearest to the side lot line of other homes by providing a minimum inset or projection for the height of the wall. The inset or projection must extend a distance of at least 6 feet along the side property line and may continue for another 36 feet of wall length before repeating the articulation. Projections designed to accomplish this articulation requirement must meet the required side setback. For lots less than 80 feet in width, the minimum inset or projection is 2 feet. For lots over 80 feet in width, the minimum inset or projection is 3 feet. Other architectural features that project, such as bay windows, chimneys or imitation chimneys up to 8 feet wide may be utilized if they meet the criteria and do not may extend up to two (2) feet into the required side setback except where the permitted side setback is 6 feet. Both side walls of the home must meet the articulation criteria.~~[Redundant provision removed]

Alternate allowances for articulation:

- a. For existing homes without articulation which have a side wall length of 48 feet or less, extending the existing side wall without articulation is permitted for a maximum additional distance of twelve (12) feet for one story homes.
- b. A one story side entry garage set back at least 24 feet from the side lot line with entry door(s) recessed at least 8 inches from the plane of the garage wall that faces the side lot line.
- c. Glazed openings covering over 25% of the side wall that provide relief in the mass of the wall area by recessing the plane of the glazed surface by at least 2 inches from the wall plane and with a maximum side wall length of 48 feet.
- d. An open or screened porch having one side in line with the side wall plane or within 2 feet of the side wall plane at the rear of a one story home with roof line articulation when the wall plane changes.
- e. Articulation breaks of 12 inches in lieu of 2 feet including the roof line, combined with the use of contrasting materials with a minimum 3 inch depth, such as brick, stone, siding or similar materials that provide relief in the mass of the wall.

(9) *Special setback situations.*

- a. Special setbacks exist for corner lots and through lots that may impose more restrictive setbacks for principal and accessory structures, garages, swimming pools and other improvements. See Section 58-71(h)(i).

~~(10) Privacy view protection: For two story homes on corner lots with a side yard adjacent to an existing one story home, an additional second floor setback of 5 feet in the rear half of lot must be provided. Balconies overlooking the adjacent one story home shall be non-functional with no access from the new home. The requirements of this subsection may be omitted with a letter of approval from the adjacent property owner, subject to providing an additional landscaping buffer to act as a privacy barrier. Details of the proposed landscaping barrier must be presented and approved during the building permit review of the plans.~~

SECTION 2. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified by amending Section 58-66 “R-1AA and R-1A districts” Subsection (f) to read as follows:

Sec. 58-66. R-1AA and R-1A districts.

(f) *Site and building improvement regulations.*

[Municode note: Insert here, the site and building improvement regulations which are amended in **Section 1** which are the same as amended in the Lakefront (R-1AAA) District under Section 58-65(f). The codified version shall include all amended text and previous diagrams remain unchanged.]

SECTION 3. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified by amending Section 58-70 “Planned unit residential development (PURD) district” to amend subsection (e) to read as follows:

(a) Approved development plan standards for approved PURD’s.

Except as shown below, the applicable zoning standards (based on the comprehensive plan) shall apply for all principal and accessory structures. See Section 58-71 “General provisions for residential zoning districts” for applicable standards for corner lots, accessory structures, fences, and other miscellaneous criteria not included within the PURD development standards. In addition, for Waterbridge and Windsong subdivisions, the development standards of Section 58-65 Lakefront (R-1AAA) District, subsection (f)(8) “Side wall articulation” shall be applied and other development standards of Section 58-65(f) may be utilized in lieu of the Waterbridge or Windsong development standards if used exclusively without mixing the two sets of development standards within one property. However, the Windsong Subdivision standards shall apply for lot types “A,” “B,” and “C,” exclusively. The building heights in Section 58-65(f)(2) shall apply in all PURD’s, and the impervious coverage criteria of Section 58-65(f)(2) shall apply to single family home lots in Waterbridge Subdivision. ~~applied except where the approved Windsong and Waterbridge development standards contain more restrictive requirements.~~

SECTION 4. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended by amending Section 58-71 “General provisions for residential districts” subsections (c)(1), (h)(2), and (i)(2)b,& d and adding a new paragraph (n) to read as follows:

Sec. 58-71. General provisions for Residential Zoning Districts.

(c) Architectural towers, spires, chimneys, or other architectural appendages, etc.

(1) Any architectural tower, spire, chimney, flag pole or other architectural appendage to a building shall conform to that districts height limit. However, when necessary to meet the building code requirements, chimneys may exceed the height by that minimum required distance. One flag pole may be placed on a residential lot or parcel subject to a height limit of five (5) feet less than the permitted building height and located in front of the home up to ten (10) feet into the front setback and not within the required side and rear yard setbacks established for the subject property.

(h) *Corner lot and other residential setbacks.*

(2) Corner lot. In case of corner lots, the side yard setback toward the street shall be 15

feet on lots where the front of the lot has a width at the building line of 65 feet or less. On corner lots where the front of the lot has a width at the building line of more than 65 feet to 75 feet, a setback of 20 feet to the first floor and 22.5 feet to the second floor shall be provided on the street side yard. A setback of 25 feet shall be provided on corner lots over 75 feet in width, and the rear yard setback may be reduced by five (5) feet on each floor. As an alternative, corner lots over 75 feet in width may utilize a side yard setback toward the street of 20 feet when the rear setbacks of 25 feet and 35 feet are provided to the first and second floors walls. These special corner lot setbacks are applicable within the R-1AAA, R-1AA and R-1A districts and within single family areas of planned unit residential districts (PURD). The street side yard setback for lots over 65 feet in width for lots in the R-2 district shall be twenty (20) feet. Accessory buildings (structures), swimming pools, spas and tennis courts shall also be set back according to these setbacks. The 22.5 and 25 foot side yard setbacks shall not apply to properties in the R-3, and R-4 districts.

(i) Accessory buildings, structures and uses in residential zones.

(2)

b. Air-conditioning equipment, swimming pool equipment and electric generators shall not be located in any front yard or side yard with street frontage unless totally shielded from view from the street by shrubbery or walls and fences otherwise complying with the zoning code. Air-conditioning equipment may be located up to ten feet from a rear lot line as long as they are adjacent to the accessory structure or principal structure. Air-conditioning compressors and electric generators shall not be located in any side yard or within ten feet from the rear lot line except that they may be permitted six feet from a side or rear property line if written permission is granted by the adjacent property owner. In addition, for lots over 75 feet in width, air conditioning compressors and electric generators may be located 10 feet from the side lot line. Any air-conditioning equipment placed on a roof must be screened from view from surrounding properties and from public streets.

d. Accessory buildings in rear yards. The exterior walls of accessory buildings shall not exceed 10.5 feet in height measured from natural grade to the roof sheathing surface unless placed at the same setback as required for the principal building. Additionally, accessory buildings located less than ten feet from an interior side lot line must have a sloped or flat roof, e.g., the side wall adjacent to the lot line cannot be a gable end wall. Accessory buildings greater than ~~550~~ 600 square feet (including garages) must comply with building setbacks of the principal building, except a garage with a maximum area of 820 square feet which meets the requirements of this section may be located ten feet from the rear lot line and must meet the required side setback of the home. A rear garage utilizing the setbacks in this section must be located in the rear third of the lot depth. All accessory buildings exceeding 320 square feet in size shall comply with the setback requirements of the principal building, except that a garage not exceeding ~~550~~ 600 square feet may be located five feet from the interior side lot line and ten feet from the rear lot line. Additionally, private garages (attached or detached) shall be limited in size to no greater than 50 percent of the living area of the dwelling.

(3) Garages and carports for single-family dwellings on any lot and of two-family dwellings on lots over 65 feet wide:

a. Front-facing garages must meet one of the following design standards:

1. The front wall of the garage must be located at least 2 feet behind or at least 2 feet in front of the main wall of the home with a maximum of two doors no greater than 9 feet wide with the garage door face recessed at least 6 inches from the plane of garage wall. For an existing home undergoing a remodel or enclosing a carport, one garage door may be permitted up to 18 feet wide with architectural design features integrated into the door.

2. The garage wall face must be set back at least four feet behind the front building wall.

3. The garage must have a side entry or be located at the rear of the property behind the main dwelling.

be set back at least four feet behind the front building wall. Open carports must be located at least 2 feet behind or at least 2 feet in front of the main house wall. In cases where the front setback is permitted to be less than 20 feet, the minimum front setback to the garage or carport opening shall be at least 20 feet after complying with one of the design standards in this section. the four-foot minimum step back behind the front building wall. The depth of the open porch cannot be included in the required four-foot garage setback. Alternate methods to accomplish the step back shall be reviewed on a case-by-case basis. In addition, no front facing garages on the front half of the lot shall have doors exceeding 10 feet in height.

(n) Walls and fences.

(7) Existing nonconforming walls or fences on corner lots located within a required setback may be repaired or replaced subject to verification that the new wall or fence does create a traffic visibility obstruction, is not closer that five (5) feet to a street side property line and is constructed of a material permitted by this section. In addition, where a hedge or landscaping material was required as a screening buffer due to a variance or a condition of a permit, the hedge or landscaping material shall be maintained and irrigated to ensure continued viability.

SECTION 4. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified as follows:

Section 58-78(b) is amended to add under Permitted Uses, new paragraph 13, Pain Management Clinics.

Section 58-86(b) is amended to add under “Specific Requirements,” new paragraph 28 to read: Pain Management Clinics: one parking space for each 100 square foot of gross floor space in the building.

Section 58-95 is amended by adding a new definition “Pain Management Clinic”, as follows:

Pain Management Clinic means any privately-owned clinic, facility or office, whatever its title, including but not limited to a “wellness center”, “urgent care facility”, or “detox center,” which has at least one of the following characteristics:

1. Where a physician practices who issues prescriptions for a Dangerous Drug to more than twenty (20) patients in a single day;

2. It holds itself out through a sign or advertising in any medium as being in business to prescribe or dispense pain medication, whether for Acute Pain or Chronic Pain;

3. It holds itself out through a sign or advertising in any medium as being in business to provide services for the treatment or management of pain and where the services are also accompanied with the prescription or dispensing of a Dangerous Drug for the treatment of pain, whether Acute Pain or Chronic Pain; or

4. It meets the definition of Pain Management Clinic in Section 458.3265, Florida Statutes, as may be amended from time to time, or is registered as a Pain Management Clinic with the State.

Exceptions. There is an affirmative defense that a business is not a Pain Management Clinic if it has at least one of the following characteristics:

1. Licensed as a hospital or other licensed facility pursuant to Chapter 395, Florida Statutes, as may be amended;

2. The majority of the physicians who provide services in the clinic primarily provide surgical services;

3. Affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows;

4. Does not prescribe or dispense controlled substance for the treatment of pain;
or

5. Operated for the sole purpose of service to a governmental entity.

SECTION 5. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified as follows:

Section 58-86 “Off-Street Parking and Loading Regulations” (c) is amended by renumbering (4) Bicycle parking to (5) and adding a new paragraph as follows:

(4) Driveways serving as access to parking areas or other areas accessed from streets: Vehicular access to parking areas or other areas being accessed by motorized vehicles from a public or approved private street is not permitted unless an approved driveway apron is constructed in the public right of way from the abutting street to the

adjacent property after obtaining the required permit and meeting all requirements and standards of the Public Works Department.

SECTION 6. That Chapter 58 “Land Development Code”, Article V “Environmental regulations of Code of Ordinances is hereby amended as follows:

In Section 58-333 “General criteria for all properties” amend paragraph (i) to read as follows:

(i) Deviations due to topography, building layout, or other special circumstances may be granted by the building official, the planning and zoning board, or the City Commission on a case-by-case basis subject to meeting the intent of the landscape regulations.

In Section 58-336 “Non-residential and multifamily properties” renumber existing paragraph (e)(2) to (e)(2)(a) and add a new paragraph (e)(2)(b) to read as follows:

b.) Special landscape and wall buffer requirements for vehicle use areas across the street from residential areas.

The development of parking lots or vehicle use areas on properties fronting on streets directly across from residential properties must be developed with a landscape buffer so as to be in harmony with the existing residential properties. In order to accomplish this, the following mandatory design criteria for this landscape buffer is required:

A minimum ten (10') foot setback from the property line to such parking lot or vehicle use area must be provided from the street front property line across the street from the residential properties, and a five (5') high stucco masonry wall with a neutral color must be provided at this ten (10') foot setback with six (6') columns placed every twenty to thirty (20 - 30') feet along the length of the wall. Staggering the wall to provide articulation at setbacks greater than ten (10') is permitted.

Within the required ten (10') foot setback, a landscape buffer shall be provided which shall consist of a minimum of seven gallon plantings spaced every (30) inches of podocarpus, viburnum or Florida anise planting so as to create a hedge, along with a minimum of 65 gallon ligustrum, japanese bluberry or magnolia trees spaced every thirty (30) feet apart among the hedge. In addition, the exterior landscape area shall have one gallon groundcover spaced 18 inches apart of either asian jasmine, ground mound lantana or yellow bulbine. As a future substitute for the hedges the exterior face of the wall may be planted with wandering fig in order to create a “green wall” within two years from the time of planting, with the hedging material planted simultaneously to provide a buffer until the vine has substantially covered the wall after which the hedging material may be removed. An in-ground irrigation system shall be provided in order to ensure that all planting materials will grow and thrive.

Solid waste containers, trash containers, storage enclosures or any other structures shall not be constructed or placed in locations that are visible to the residential properties on the opposite side of the street.

In Section 58-336 "Non-residential and multifamily properties" amend paragraph (j) to read as follows:

(j) **Solid waste storage areas.** All solid waste refuse facilities shall be screened on three sides by a solid wall with opaque gates and a hedge maintained at a six-foot height in a minimum four-foot wide planting area clear of wall footers. A vine maintained at a six-foot height in a minimum two-foot wide planting area clear of wall footers may be substituted for a hedge. The wall shall be a minimum of six feet in height using architectural design, materials, and colors that are consistent with those of the primary structure. Smaller planting areas around the container or alternate methods to accomplish the goal of an attractive enclosure may be authorized in existing parking lots and new projects with limited space.

SECTION 7. All ordinances or portions or ordinances in conflict herewith are hereby repealed, any part of this ordinance declared to be unlawful by any court shall not constitute repeal of the remainder of the ordinance.

SECTION 8. This ordinance shall become effective immediately upon adoption.

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

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham, MMC

ARLINGTON
HOMES
A Better Way To Build

George Wiggins
401 Park Avenue South
Winter Park, FL 32789

5/1/12

Mr. Wiggins,

Thank you for your time this afternoon. I have attached a page out of “A Field Guide to American Houses” that we used as a reference to design this homes. The home on 1730 Palmer Avenue was designed in the Italian Renaissance style by our architect, Richard Siegfried out of Chagrin Falls, Ohio. Rick’s firm has designed all of our homes for the last six years and has over 25 years of experience. Please see the pictures provided to see what we are trying to achieve architecturally. We follow closely many of these principles in this book to create this plan along with incorporating the codes of the City to create true architectural themes.

Some of the codes used by the City hinder our ability to truly achieve the architectural styles. Requiring the indentation on the left side of this house to flow into the roof line speaks against the true architectural style of Italian Renaissance as well as potentially cause other issues such as;

Add costs by creating unnecessary valleys and downspouts

Reduces the size of overhangs to allow for potential water penetration

Reducing the overhang will adversely affect the side entrance into the home

On this plan, we used the second floor setback for both the first and the second floor to keep the symmetrical requirements of this style. We incorporated the 2’ indentation along the left side of the house and carried it all the way through to the bottom of the roof deck to meet the code. Adding this “notch” in the roofline serves no purpose to style or feasibility of this plan. I don’t understand how not having this “notch” would adversely

affect the neighbors. Not only does this adversely affect the appearance of this home it also affects other styles such as Georgian and Craftsmen style houses where the first and second floor setback are the same to allow for detached garages on narrow lots. Can you please reconsider this requirement on this plan or possibly modify this requirement on future plans? Going forward, I would be happy to attend future meetings to discuss these issues in more detail and explain some of the challenges these codes create for builders and architects.

Sincerely;

Lance Earl
lance@arlingtonhomesfl.com
CBC1255607
Director of Operations
Arlington Homes

ARLINGTON
HOMES
A Better Way To Build


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

Date: 5/18/12

Dear Commissioners,

I am building the home on 1730 Palmer Avenue that was discussed as an example in the residential zoning meeting on 5/14/12. It is my understanding that adding the verbiage **“unless the omission of roof line articulation is critical to maintain the architectural style of the home.”** to section 58-65(f)(8) will be voted on during the June 11th meeting to add to the city code. It is my opinion this new omission greatly benefits the style of home we are currently building. The Italian Renaissance style contains simple low pitch roof lines and the current ordinance negatively affects the appeal of this home. My reason for writing this letter is to seek an exception on this home before your June 11th meeting. This home is under construction and trusses will be manufactured in the coming days, well before the conclusion of the next meeting. Without this exception, I will be forced to have the articulation in the roof line thus affecting the true architectural style of this home. Time is of the essence. If you consider an exception in the coming days, I may still have time to manufacture the trusses without the articulation. Your immediate attention to this issue would be greatly appreciated. I will be happy to discuss with you if needed and I can be reached anytime at 407-509-2230. I have attached plans of the home without the articulation and plans with the articulation to further express my concern.

Sincerely



Frederic G. Schaub
President – Arlington Homes
472 Henkel Circle
Winter Park, FL 32789



Richard E. Siegfried, Architect

10 North Main Street
Chagrin Falls, Ohio 44022
Telephone: (440)247-3990
Fax: (440) 247-31285

Memo

May 1, 2012

Re: 1730 Palmer Avenue
Winter Park, Florida 32789

As the design professionals for 1730 Palmer Avenue, our office has been asked to assess the impact of carrying the required 2'-0" recess along the side wall of the house to the roof line above. Although this can be accommodated, it is our opinion that this would create an adverse aesthetic condition to the house.

It is our intent that the design of the house should reflect an Italian Renaissance vernacular. This design typically consist of a regularly formed structure with a low pitched roof, arches above doors and first story windows and entrances accented by decorative columns. Our design strives to recreate this design motif by laying out a rectangular footprint with a the low sloped roof that also incorporates the arches along the street elevation at the first floor windows and the entrance porch. The porch also makes use of two decorative columns to draw attention to it's intended purpose. The use of stucco as the exterior finish material also lends itself to a more original appearance.

Accommodating the required 24" recess in the side wall, though awkward to the design, was able to be incorporated without feeling it adversely affected the design. However, carrying this recess into the roof plane will create, in our opinion, an aesthetic and practical difficulty. First, houses of the Italian Renaissance typically had simple roof forms with straight clean lines that were continuous around the structure. Adding this recess will create a large gap in that roof plan that would appear awkward. Secondly, to avoid the runoff of rain water over the side door entrance, an additional fascia board and gutter, with downspout, would have to be added. This would only serve to further the awkwardness of this roof and the side elevation as a whole. If we are permitted to carry the gutter and fascia continuous along this side, it will create a clean roof line that is consistent with the design intent.

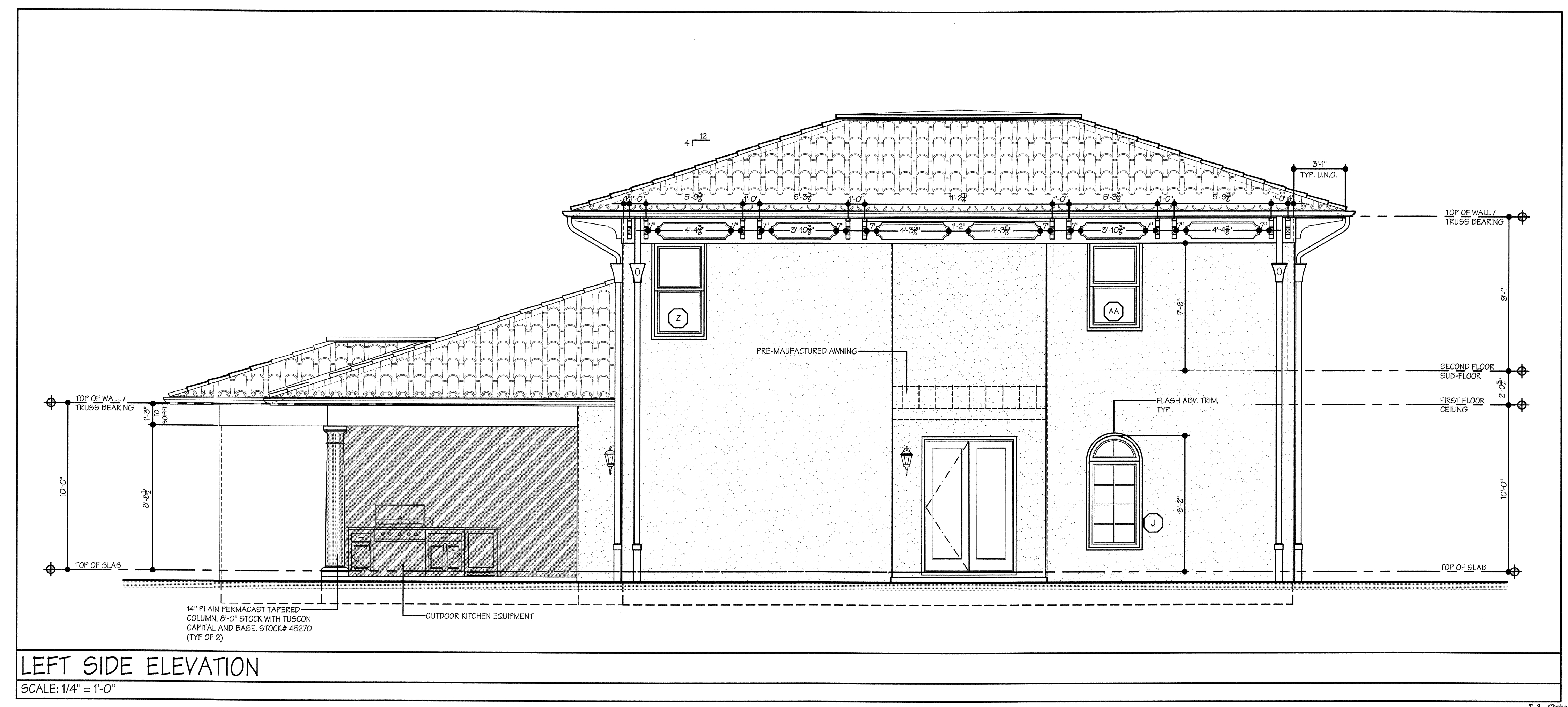
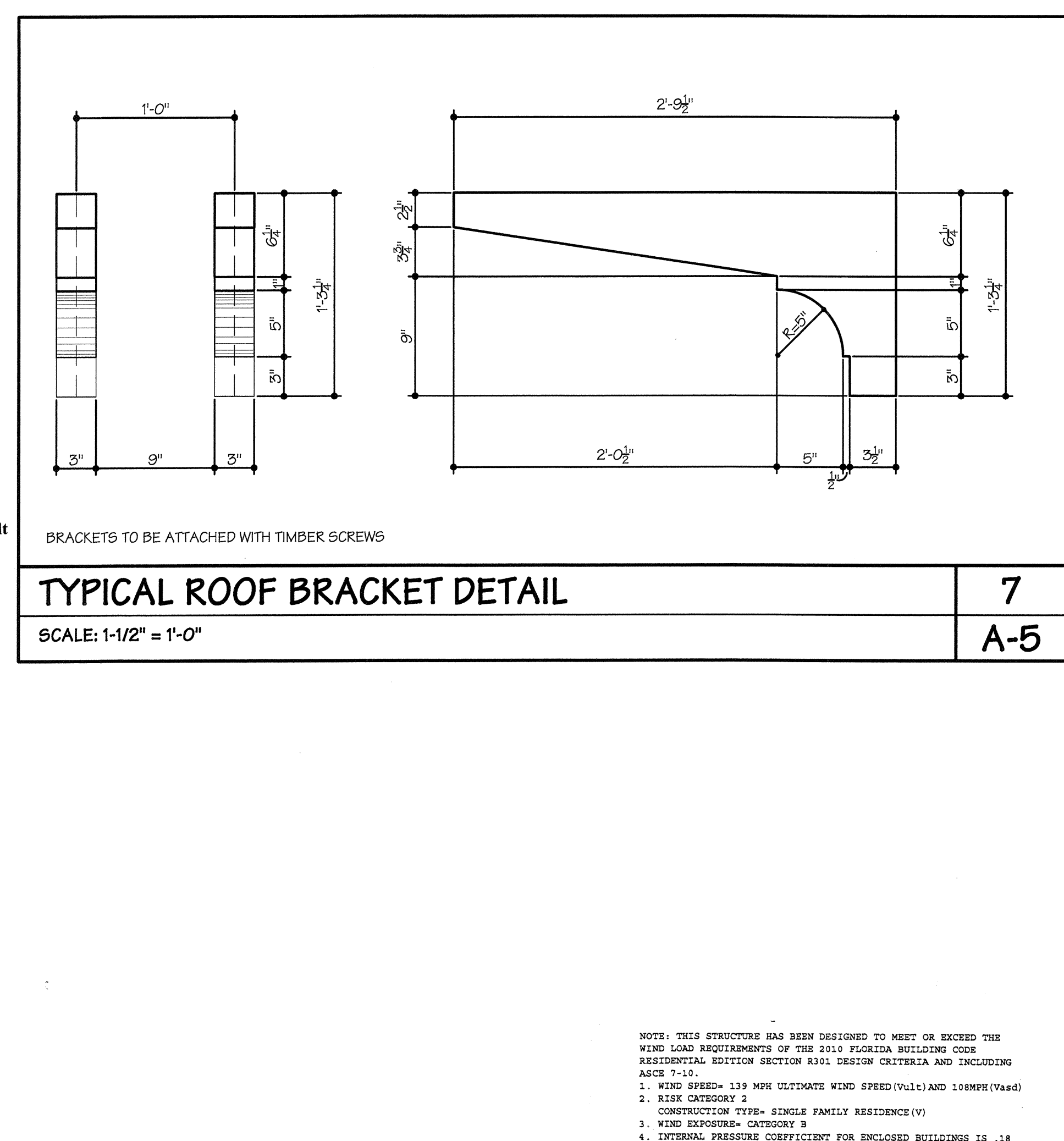
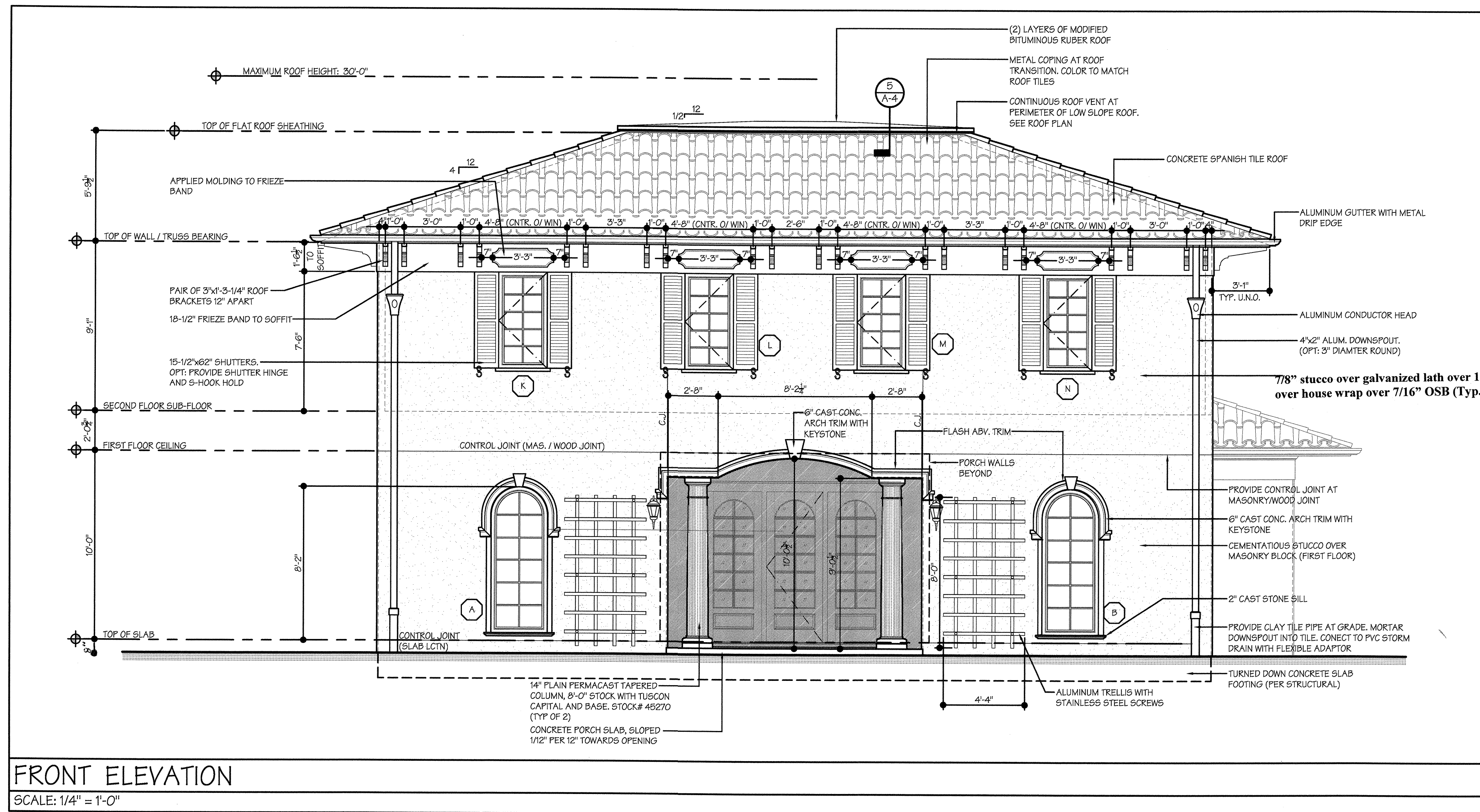
If you have any further questions or concerns, please do not hesitate to contact our office.

Respectfully submitted,

David A. Jansen, Architect

ARCHITECTURE PLANNING INTERIORS

Telephone: 440.247.3990 Fax: 440.247.3285 Email: djansen@rsaarchitects.com Url: www.rsaarchitects.com



NOTE: THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE WIND LOAD REQUIREMENTS OF THE 2010 FLORIDA BUILDING CODE RESIDENTIAL EDITION SECTION R301 DESIGN CRITERIA AND INCLUDING ASCE 7-10.
 1. WIND SPEED= 139 MPH ULTIMATE WIND SPEED (V_{ult}) AND 108MPH (V_{asd})
 2. RISK CATEGORY 2
 CONSTRUCTION TYPE= SINGLE FAMILY RESIDENCE (V)
 3. WIND EXPOSURE= CATEGORY B
 4. INTERNAL PRESSURE COEFFICIENT FOR ENCLOSED BUILDINGS IS .18 AND HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT IS 1.0

NEW RESIDENCE
1730 PALMER AVENUE
WINTER PARK, FLORIDA 32789

ARLINGTON
A Better Way To Build
www.arlingtonhomes1.com

RICHARD E. SIEGFRIED, ARCHITECT
10 NORTH MAIN STREET
CHAGRIN FALLS, OHIO 44022
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www.raarchitects.com

DATE / SET / ISSUE

03.30.12	REVIEW AND CLIENT APPROVAL
04.05.12	ISSUE FOR PERMIT / CONSTRUCTION

PROJECT #: 1220

FRONT & LEFT SIDE ELEVATIONS

SHEET NUMBER:
A-5

T. S. Chahal
Licensed Professional Engineer
531 S. S.R. 434
Altamonte Springs, FL 32714
(407) 531-5557
FAX (407) 531-5434
PE 0640748

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MEMORANDUM

TO: PLANNING & ZONING BOARD MEMBERS

FROM: GEORGE WIGGINS, DIRECTOR OF BLDG/CODE ENFORCEMENT

DATE: APRIL 23, 2012

SUBJECT: HISTORY OF RESIDENTIAL ZONING CODE CHANGES

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

IN THE SPRING OF 2009, THE CITY HELD A RESIDENTIAL ZONING WORKSHOP IN WHICH RESIDENTS, DESIGNERS AND BUILDERS MEET AT THE WELCOME CENTER FOR TWO DAYS AND DEVELOPED GUIDANCE STANDARDS GIVEN TO STAFF TO REVISE THE RULES USED TO CONSTRUCT DWELLINGS WHICH ADDRESS MASS OF BUILDINGS, SETBACKS, HEIGHT AND OTHER PARAMETERS TO ADDRESS REDUCING THE IMPACT OF NEW AND INFILL DEVELOPMENT IN NEIGHBORHOODS THROUGHOUT THE CITY. THE CONSULTANT, NORE WINTER OF WINTER AND COMPANY, A PLANNING AND DESIGN FIRM FROM BOULDER, COLORADO, CONDUCTED THE WORKSHOP AND DELIVERED A WORK PRODUCT WITH RECOMMENDATIONS THAT RESULTED IN THE CURRENT ZONING CODE CRITERIA FOR SINGLE FAMILY CONSTRUCTION. MR. WINTER WAS KNOWN IN THE COMMUNITY FROM HAVING VISITED HERE SEVERAL TIMES AND GIVING PRESENTATIONS ON RESIDENTIAL STANDARDS FOR INFILL DEVELOPMENT AND HISTORIC PRESERVATION. MORE INFORMATION CAN BE FOUND AT [HTTP://WWW.WINTERANDCOMPANY.NET/](http://www.winterandcompany.net/)

AFTER RECEIVING THE RESULTS OF THE RESIDENTIAL WORKSHOP, A SERIES OF ROUGH DRAFTS OF PROPOSED ZONING REGULATIONS WERE DEVELOPED AND MEETINGS WERE CONDUCTED WITH INTERESTED RESIDENTS, BUILDERS AND DESIGNERS OVER SEVERAL MONTHS. THE FIRST DRAFT SET OF STANDARDS WERE PREPARED BASED ON CREATING A SIDE SETBACK PLANE BEHIND WHICH A HOME COULD BE BUILT. THIS 45 DEGREE SETBACK PLANE WAS MODELED AFTER SEVERAL OTHER PREMIER TOWNS SUCH AS NAPLES, FLORIDA AND TOWNS IN SOUTHERN CALIFORNIA .& OTHERS. THE CHALLENGE WITH THIS APPROACH IS THE COMPLEXITY AND DIFFICULTY IN ENFORCING THESE STANDARDS, THEREFORE THE PLANNING & ZONING BOARD DIRECTED STAFF TO COME BACK WITH A LESS DRASTIC APPROACH WHILE WORKING WITH RESIDENTS, BUILDERS AND DESIGNERS ACTIVE IN THE COMMUNITY.

AFTER A FEW MONTHS OF FURTHER WORK AND MEETING WITH INTERESTED PARTIES, A NEW VERSION WAS BROUGHT BACK TO THE PLANNING BOARD WHICH PROVIDES A BALANCED APPROACH TO DEAL WITH BUILDING MASS BY SETTING UP SIDE SETBACK REQUIREMENTS BASED ON A PERCENTAGE OF LOT WIDTH, SPECIAL INCENTIVES FOR ONE STORY ONLY HOMES, AND MANY OTHER FEATURES THAT DEAL WITH BUILDING HEIGHT, COVERAGE AND SIMILAR STANDARDS. WITH AGREEMENT BY THE DESIGN COMMUNITY AND RESIDENTS, THE PLANNING BOARD ADOPTED THE STANDARDS WHICH HAVE BEEN IN EFFECT FOR OVER TWO YEARS. WE FEEL THEY HAVE WORKED; HOWEVER, AS WITH ANY MAJOR NEW SET OF STANDARDS VARIOUS GLITCH CHANGES AND IMPROVEMENTS HAVE BEEN IDENTIFIED AND ARE INCLUDED IN THE PROPOSED ORDINANCE.

SUMMARY OF RESIDENTIAL ZONING CHANGES

4/27/12

1. Special setback for smaller homes with less side wall height. Currently only 2 story homes with shorter side wall heights (11' or less) can utilize a 10' side setback to first floor wall.
Change to allow one story homes & lots up to 110' in width, and allow one story homes with a flat roof up to 13' in height to utilize the 10' side setback.
Rationale: Allows smaller side setback for reduced height side walls & one story homes with less overall mass.
2. Provide more favorable side setback on one side of homes with garages in the rear to allow adequate drive width on the opposite side for narrow lots, 65' or less in width.
Change to allow a 6 foot side setback on the non-driveway side of the home & allow second floor setback of 10'.
Rationale: Provide incentive to give adequate room to place parking toward the rear of the property on narrow lots while allowing adequate buildable area on the lot.
3. Provide methodology to measure the lot width on unusual shaped lots such as pie shaped lots by utilizing an average lot width.
Change to allow utilizing an average lot width.
Rationale: Provides fair method to determine the lot width on non-rectangular lots that provides a proportionally accurate way to calculate the required side setback.
4. Allow reducing rear setback to 10' for properties that back up to the railroad & non-residential property. Currently, this requirement is in place for homes that back up to non-residentially zoned properties only.
Rationale: The current code required setbacks of 25' to the first floor and 35' to the second floor need not apply if the residence is not backing up to another residential property.
5. Side wall articulation. Unify the articulation requirement to 2 feet for all lot widths instead of requiring 3 feet for lots 80 feet wide and allow various alternate methods that accomplish architecturally breaking up the side wall of the home.
Rationale: Having various options gives more flexibility in the home design, and one of the alternates addresses how existing homes undergoing remodeling may achieve articulation without requiring a variance.
6. Remove "privacy view protection" provision.
Rationale: This provision was found to be unneeded, not practical to enforce, and the new wider side setbacks address this concern without having this additional regulation.

7. Clarify the allowance to use the single family zoning standards within Windsong and Waterbridge subdivisions.
Rationale: Currently, use of the new standards are permitted except where the Planned Development standards are more restrictive. The change allows use of the standards but only if used exclusively for the subject property without mixing provisions. New residents, designers and builders have found them useful on certain properties.
8. Adjust corner lot setback provision to allow an alternate 20' street side setback instead of 25' when using the normal required rear setbacks of 25' to the first floor and 35' to the second floor.
Rationale: Previous zoning standards allowed the 20 foot setback, and this allows greater design flexibility that may be needed due to the lot width by allowing either option.
9. Allow a unified 10' side setback to air conditioning equipment and generators on lots over 75 feet wide.
Rationale: The new zoning standards unintentionally removed this ability with the wider side setback requirements.
10. Allow greater design flexibility and options for front facing garages.
Rationale: Designers have shown various ways to minimize the impact of a front facing garage, and an alternate mechanism needs to be in place to allow garage conversions or additions onto existing homes without requiring a variance.
11. Allow certain nonconforming walls or fences on corner lots to be repaired or replaced under certain conditions.
Rationale: The rules on setbacks for corner lots have changed over time creating many non-conforming situations for fences and walls. The provision allows the owner a mechanism to replace the wall or fence without having to move it or obtain a variance.
12. Insert provisions into zoning code related to new Pain Management Clinic Ordinance.
Rationale: The City Commission recently enacted a comprehensive pain management clinic ordinance modeled after Orange County's Ordinance to be adopted in late June. Certain definitions, identification of the permitted zoning district and parking criteria needed to be added to the zoning code to fit with the Pain Management Clinic Ordinance.
13. Insert specific provisions into the landscape ordinance addressing landscape and wall buffer requirements for vehicle use areas across the street from residential areas.
Rationale: Instead of continually referring to the landscape street front buffer at the YMCA, the needed criteria is inserted into the City's landscape ordinance when similar buffer requirements are needed.



city commission **public hearing**

item type	Public Hearing	meeting date	June 11, 2012
prepared by	George Wiggins	approved by	<input checked="" type="checkbox"/> City Manager
department	Building & Code Enforcement		<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

Second Reading - Ordinance adjusting taxi cab rates to match City of Orlando

motion | recommendation

Approve ordinance

summary

On April 23, 2012, the City of Orlando adjusted taxicab rates which are in effect throughout the central Florida area. Winter Park is the only other local government that also regulates vehicles for hire taxicab rates. Last year on July 11, 2011, the City adopted a resolution allowing a fuel surcharge on taxi fares in line with the City of Orlando. This surcharge expired on March 31, 2012. The proposed ordinance enacts at rate increase of 9% which is identical to the City of Orlando, and represents an effective rate increase of 5% after factoring in the fuel surcharge that recently expired. Although Winter Park taxicab rates have been separately adopted, they have matched the rates established by Orlando since 1960.

In order to streamline this rate change process, the proposed ordinance establishes a mechanism whereby the City Commission may set taxicab rates by resolution (instead of by ordinance) or by recognizing Orlando's vehicle for hire rate adjustment process based on an Analysis of Meter Rates and Comparison to Other Cities performed by the Orlando Vehicle for Hire Administrator and approved by the Orlando City Council.

board comments

Not applicable.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO TAXICABS; AMENDING SECTION 110-107 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK TO ALLOW AN INCREASE IN TAXICAB RATES; AND TO ALLOW ADJUSTMENT OF RATES THROUGH A RESOLUTION OR THROUGH THE RATE DETERMINATION PROCESS ENACTED IN THE CITY OF ORLANDO; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the rates charged by taxicabs operating within the City of Winter Park are regulated pursuant to Chapter 110, Article III of the code of Ordinances, and the rates are prescribed in Section 110-107 of the Code of Ordinances; and

WHEREAS, the City of Winter Park, Florida has been requested by its taxicab operations to allow for an increase in taxicab rates, to help defray additional operational and insurance costs

WHEREAS, the City of Winter Park, Florida has in the past recognized the taxicab rate in effect in the City of Orlando which have established taxicab rates for vehicles for hire in the greater Orlando area for many years,

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. Section 110-107(1)a&b of the Code of Ordinances of the City of Winter Park is hereby amended and Section 110-107(4) is added to read as follows:

Sec. 110-107. Rates

Taxicab rates shall be as follows:

(1) All rate charges or fees for the use of taxicabs using meters shall be determined by a meter rate, hourly rate or special trip rate, as follows and by no other method :

- a. *Meter rate* shall be \$2.2040 for the first one-quarter of a mile or fraction thereof and ~~\$0.25 for each additional one-eighth of a mile or fraction thereof~~ and \$0.5560 for each additional one-quarter of a mile. ~~or fraction thereof.~~
- b. *Waiting time* for the first 80 seconds will be \$2.2040 and \$0.5560 for each additional 80 seconds or fraction thereof.

(4) Subsequent taxicab rates shall be determined through a resolution of the City Commission or through the Vehicle for Hire Rate rate process as established by the city of Orlando which may be recognized as the taxicab rate for the city.

SECTION 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Winter, Florida.

SECTION 3. All ordinances or portions or ordinances in conflict herewith are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency, or other subsection, sentences, clauses or phrases under application shall not be affected thereby.

SECTION 5. This ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 11th day of June, 2012.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk, Cynthia Bonham



city commission **public hearing**

item type	Public Hearing	meeting date	June 11, 2012
prepared by	Don Marcotte	approved by	<input checked="" type="checkbox"/> City Manager
department	Public Works		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote

subject

Request to vacate a 3 foot electric utility distribution easement located at 1302 W. Fairbanks.

motion | recommendation

Approve request to vacate.

summary

The McDonalds's Corporation is requesting to vacate the easement to construct a new McDonalds Restaurant with drive through.

Staff has reviewed this request and letters of no objection have been received from the local utility companies as well as the City's water, wastewater, electric, and stormwater utilities.

board comments

N/A

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 1302 W. FAIRBANKS, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED by the People of the City of Winter Park, Florida as follows:

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons that certain utility easement located at 1302 W. Fairbanks Avenue

THE NORTH 3 FEET OF LOT 42, AND THE SOUTH 3 FEET OF LOTS 16 & 17, OF BEVERLY PARK KILLARNEY ESTATES ANNEX, A SUBDIVISION IN THE NE1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AS RECORDED IN PLAT BOOK "K", PAGE 45, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND HEREIN REFERRED TO AS EASEMENT AREA. THE EASEMENT AREA SHALL EXTEND 3 FEET NORTH AND 3 FEET SOUTH OF THE CENTER LINE OF POWER LINE.

MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING AN EFFECTIVE DATE.

Section 2. The legal description is in reliance on the Official Records Book 1453. Pages 717 & 718. The City Manager is authorized to execute such curative documents and to record the same as may be necessary to conform the vacation to the accurate legal description of the easement being vacated.

Section 3. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect immediately upon its passage and adoption.

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

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham, MMC



500 West Fulton Street
Sanford, Florida 32771

P.O. Box 2808
Sanford, Florida 32772-2808

Phone: 407.322.6841
Fax: 407.330.0639

www.cphengineers.com

May 17, 2012

Don Marcotte
City Engineer
City of Winter Park
401 Park Ave South
Winter Park, FL 32789
(407) 599-3217

**RE: Proposed McDonald's Hollienna/Winter Park
Utility Easement Vacate Request Letter
Located at 1302 W. Fairbanks Ave (SR 424A)
City of Winter Park, Florida
CPH Project No. M29542**

Mr. Marcotte:

On behalf of McDonald's Corporation, we are formally requesting that the 3 foot electric utility distribution easement be vacated. We are requesting to vacate the easement in order to construct a new McDonald's Restaurant with Drive Thru (±4,319 S.F.) and the required site infrastructure to serve it. Please refer to the enclosed survey and utility plan showing the existing easements to be vacated.

Please feel free to contact us at 407-322-6841 if additional information is needed for your review process.

Sincerely,
CPH ENGINEERS, INC.

Jason Bullard, P.E., MBA
JBullard@cphengineers.com

cc: file

May 14, 2012

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

Dear Suellen:

I am in the process of requesting the City of Winter Park vacate an easement as shown on the copy of the enclosed tax map. The site is located at 1302 W. Fairbanks Ave (SR 424A) in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at JBullard@cphengineers.com or at the address listed below. If you have any questions, please contact Jason Bullard.

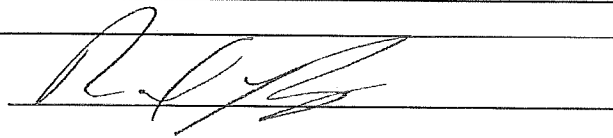
Sincerely

Jason Bullard PE, MBA
500 West Fulton Street
Sanford, FL 32771

-
- The subject parcel is not within our service area.
- The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: _____



Print Name: David Zusi

Title: Director of Water and Wastewater

Date: May 14, 2012

May 14, 2012

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

Dear Terry:

I am in the process of requesting the City of Winter Park vacate an easement as shown on the copy of the enclosed tax map. The site is located at 1302 W. Fairbanks Ave (SR 424A) in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

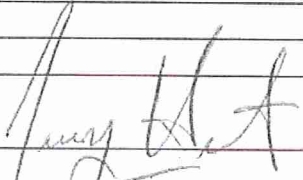
Please review your records, complete the form, below, and return this letter to me at JBullard@cphengineers.com or at the address listed below. If you have any questions, please contact Jason Bullard.

Sincerely

Jason Bullard PE, MBA
500 West Fulton Street
Sanford, FL 32771

- The subject parcel is not within our service area.
- The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: 
 Print Name: Terry Hotard - Electric Utility
 Title: Assist. Dir. 5/18/2
 Date: _____

May 14, 2012

Bruce A. Stout
TECO/Peoples Gas
600 West Robinson
P.O. Box 2433
3767 All American Blvd.
Orlando, FL 32802

Dear Bruce:

I am in the process of requesting the City of Winter Park vacate an easement as shown on the copy of the enclosed tax map. The site is located at 1302 W. Fairbanks Ave (SR 424A) in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at JBullard@cphengineers.com or at the address listed below. If you have any questions, please contact Jason Bullard.

Sincerely

Jason Bullard PE, MBA
500 West Fulton Street
Sanford, FL 32771

- The subject parcel is not within our service area.
- The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: Bruce A. Stout

Print Name: Bruce A. Stout

Title: Eng. Project Manager

Date: 5-14-2012

May 14, 2012

Lori L. Herring
Progress Energy Florida Inc.
3300 Exchange Place
Lake Mary, FL 32746

Dear Lori:

I am in the process of requesting the City of Winter Park vacate an easement as shown on the copy of the enclosed tax map. The site is located at 1302 W. Fairbanks Ave (SR 424A) in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at JBullard@cphengineers.com or at the address listed below. If you have any questions, please contact Jason Bullard.

Sincerely

Jason Bullard PE, MBA
500 West Fulton Street
Sanford, FL 32771

-
- The subject parcel is not within our service area.
- The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: Lori L. Herring
Print Name: Lori L. Herring
Title: Land Agent
Date: 5-17-12

May 14, 2012

Marvin Usry
Bright House Networks Inc
3767 All American Blvd.
Orlando, FL 32810

Dear Marvin Usry:

I am in the process of requesting the City of Winter Park vacate an easement as shown on the copy of the enclosed tax map. The site is located at 1302 W. Fairbanks Ave (SR 424A) in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at JBullard@cphengineers.com or at the address listed below. If you have any questions, please contact Jason Bullard.

Sincerely

Jason Bullard PE, MBA
500 West Fulton Street
Sanford, FL 32771

- The subject parcel is not within our service area.
- The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: *P.J. King*
 Print Name: P.J. KING
 Title: SR. CONST. MGR. / BRIGHT HOUSE NETWORKS
 Date: 5-15-12

12, 22, 29

MB
5/15/12

May 14, 2012

Candy Crim
Century Link
952 First St.
Altamonte Springs, FL 32701

Dear Candy:

I am in the process of requesting the City of Winter Park vacate an easement as shown on the copy of the enclosed tax map. The site is located at 1302 W. Fairbanks Ave (SR 424A) in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

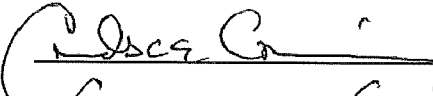
Please review your records, complete the form, below, and return this letter to me at JBullard@cphengineers.com or at the address listed below. If you have any questions, please contact Jason Bullard.

Sincerely

Jason Bullard PE, MBA
500 West Fulton Street
Sanford, FL 32771

-
- _____ The subject parcel is not within our service area.
- X _____ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- _____ The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: 

Print Name: CANDACE CRIM

Title: OSP ENGINEER II

Date: 5/18/2012

OR 1453 PG 717

1964 RECORDED JUN 24 10 51 AM '65

WP req 374

NE 1/4 12-22-29

1 1/2 spec

106F7-

Paid \$1.50

WP*

2.00
p2

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assigns, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole line, for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith over, upon and across the following described land in... ORANGE County, State of Florida, to wit:.....

..... 1/4 North 3/4 East of Lot 42 of BEVERLY PARK, KILLBERRY ESTATES ANNEX, A subdivision in the NE 1/4 of Section 12, Township 22 South, Range 22 East, as the same is recorded in plat book 'K' page 45 of the Public Records of Orange County, and herein referred to as easement area.....



The Easement Area shall extend..... 3..... feet south of the center line of power line.

GRANTEE shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall also have the right to trim, cut and keep clear trees, limbs and undergrowth along said line, and trees adjacent thereto, that may endanger the proper operation of the same. GRANTORS further grant the reasonable right to enter upon adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

GRANTORS hereby agree that no buildings or structures, other than fences, shall be constructed or located within said Easement Area. However, GRANTORS reserve the right to use said Easement Area for any other purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of said facilities of GRANTEE.

GRANTORS covenant that they have the right to convey the said easement and that the GRANTEE, its successors and assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this... 25th... day of... July....., A.D. 1963...

Signed, sealed and delivered in presence of

Ernest B. Taylor.....
.....
.....

M. J. Andary..... (L.S.)
Sarah S. Andary..... (L.S.)
..... (L.S.)
..... (L.S.)

STATE OF FLORIDA }
COUNTY OF ORANGE } ss.

I HEREBY CERTIFY that on this... 25th... day of... July....., A.D. 1963., before me the undersigned authority, personally appeared *M. J. Andary and Sarah S. Andary, his wife*.....

to me known to be the persons described in and who executed the foregoing instrument and have acknowledged before me that they... executed the same.

WITNESS my signature and official seal in said County and State, the day and year last aforesaid.



Ernest B. Taylor
Notary Public, State of Florida at Large
Commission Expires July 15, 1967

Ernest B. Taylor
Notary Public

RECORDED & RECORD VERIFIED *John W. Howard* Clerk of Circuit Court, Orange Co. Fla.

"COPY OF ORIGINAL RECEIVED IN THIS OFFICE AS IS"
MICROFILM DEPT.

3⁰⁰
pct

1964 RECORDED
JUL 24 10 35 AM 1963
COR 1453 PG 718

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assigns, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole line, for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith over, upon and across the following described land in... ORANGE County, State of Florida, to wit:.....

The South 3 feet of Lots 16 & 17 of BEVERLY PARK, KILLARNEY ESTATES ANNEX, a subdivision in the NE 1/4 of Section 12, Township 22 South, Range 29 East as the same is recorded in plat book 'K' page 45 of the Public Records of Orange County and herein referred to as easement area.



The Easement Area shall extend... 3... feet north of the center line of power line.

GRANTEE shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall also have the right to trim, cut and keep clear trees, limbs and undergrowth along said line, and trees adjacent thereto, that may endanger the proper operation of the same. GRANTORS further grant the reasonable right to enter upon adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

GRANTORS hereby agree that no buildings or structures, other than fences, shall be constructed or located within said Easement Area. However, GRANTORS reserve the right to use said Easement Area for any other purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of said facilities of GRANTEE.

GRANTORS covenant that they have the right to convey the said easement and that the GRANTEE, its successors and assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

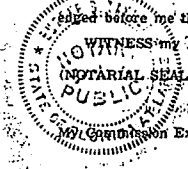
All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this... 22nd... day of... July... A.D. 1963...

Signed, sealed and delivered in presence of:
Eugene B. Taylor (L.S.)
Floyd M. Vincent (L.S.)
Thomas A. Moore (L.S.)
Mary A. Moore (L.S.)

STATE OF FLORIDA
COUNTY OF ORANGE ss.

I HEREBY CERTIFY that on this... 22nd day of... July... A.D. 1963... before me the undersigned authority, personally appeared... Floyd M. Vincent and Margaret R. Vincent, his wife... Thomas A. Moore and Mary A. Moore, his wife... known to be the persons described in and who executed the foregoing instrument and have acknowledged before me that... the... executed the same.



WITNESS my signature and official seal in said County and State, the day and year last aforesaid.
Eugene B. Taylor
Notary Public

RECORDED & RECORD VERIFIED [Signature] Clerk of Circuit Court, Orange Co. Fla.

"COPY OF ORIGINAL RECEIVED IN THIS OFFICE AS IS"
MICROFILM DEPT.



300 West Fulton Street
 Sanford, Florida 32771
 P. O. Box 2808
 Sanford, Florida 32773-2808
 Phone 407 332-6841
 Fax 407 339-6639

Engineers
 Surveyors
 Architects
 Planners
 Landscape Architects
 Environmental Scientists
 Construction Management
 Traffic/Transportation

Eng. C.O.A. No. 3213
 Survey E.B. No. 7143
 Arch. Lic. No. AA2600926
 Landscap. Lic. No. LC0000298
 © 2012

JAB	JTF	PJK	BY

ADDED TOPOGRAPHIC INFORMATION FOR FAIRBANKS AVENUE			
UPDATED BOUNDARY & TOPO SURVEY			
REVISED TITLE EXCEPTIONS			
Revision	Date	By	Notes

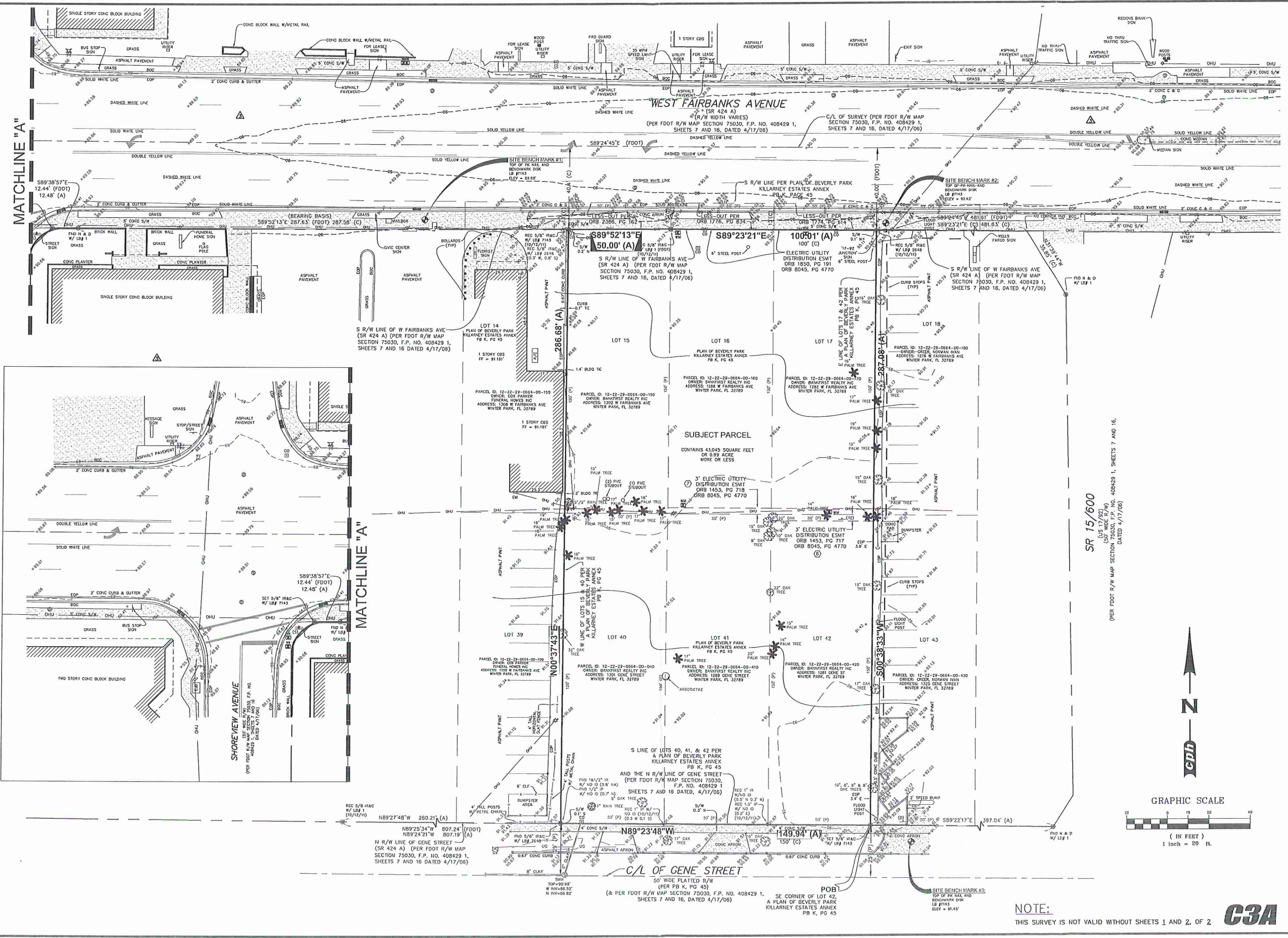
EHKS	JTF/JAB	PLR	PJK	Scale:	Date of Field Survey:	Job No.:	File:
				1"=20'	1/13/12	M29542	16/11

Crew Chief:	Drawn By:	Checked by:	Approved by:

BOUNDARY & TOPOGRAPHIC SURVEY
 ALSO BEING AN
 ALTA/C&M LAND TITLE SURVEY

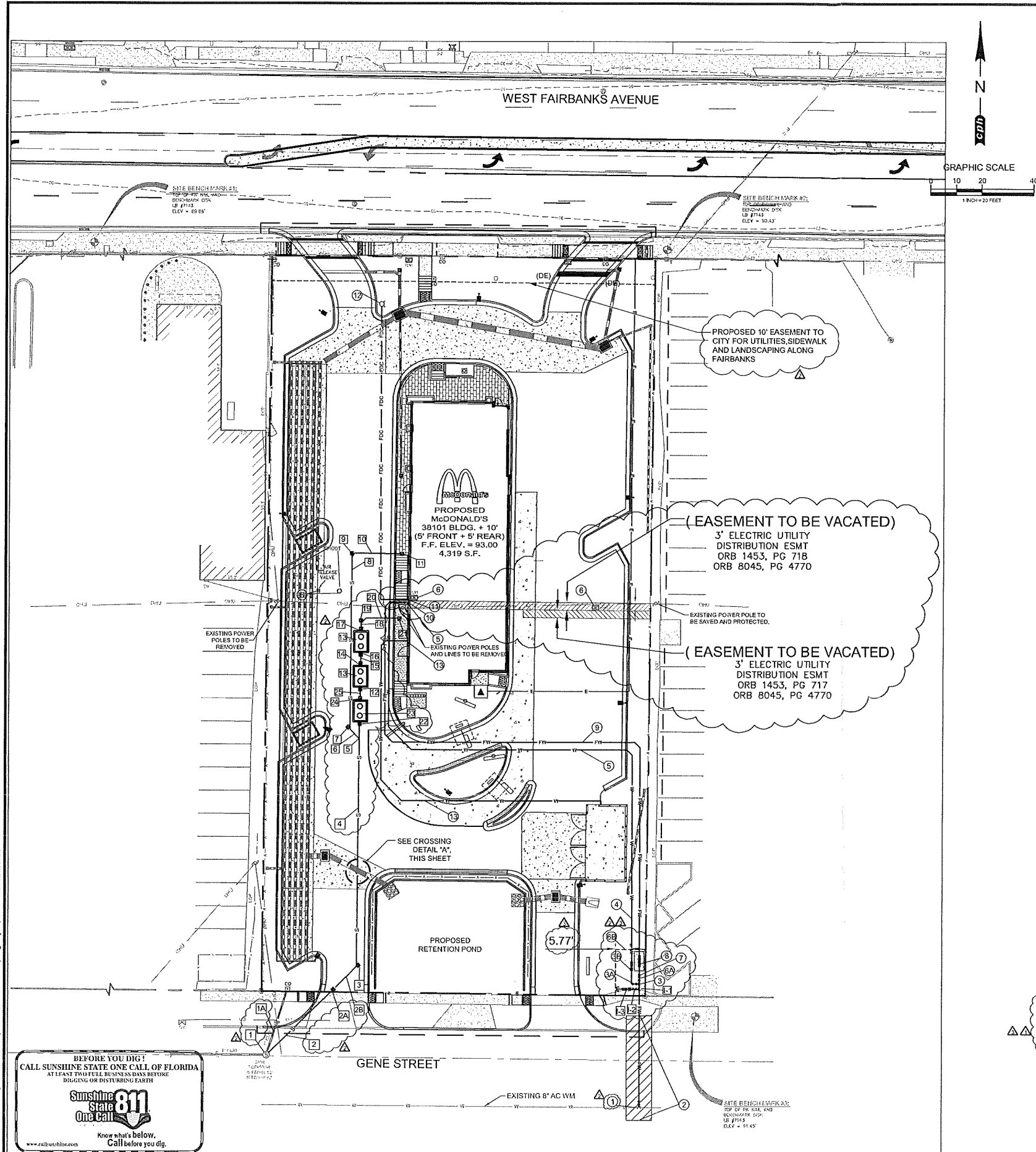
McDonald's
 LIC. 0000000000
 GENE STREET & WEST FAIRBANKS
 CITY OF WINTER PARK
 SECTION 34-00 OWNERSHIP 21, SOUTH RANGE 30 EAST
 ORANGE COUNTY, FLORIDA

Sheet No. **2**
 of 2



NOTE:
 THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 AND 2, OF 2





POTABLE WATER SCHEDULE

- ① CONNECT TO EXISTING 8" ABS/CS CONCRETE WATER LINE WITH AN 8" x 6" TAPPING SLEEVE AND VALVE. AFTER DISINFECTION, TESTING AND CITY APPROVAL.
- ② PROPOSED 2" METER AND REDUCED PRESSURE ZONE BACK FLOW PREVENTER ASSEMBLY, PER CITY OF WINTER PARK REQUIREMENTS.
- ③ 2" CORPORATION STOP MODEL # 1311-177V
- ③A PROPOSED 2" BALL VALVE MODEL # 138477 W/ ARCH BOX
- ③B PROPOSED 2" METER AND REDUCED PRESSURE ZONE BACK FLOW PREVENTER ASSEMBLY, PER CITY OF WINTER PARK REQUIREMENTS. (5 FT EASEMENT PROPOSED AROUND METER)
- ④ PROPOSED 2" POLYETHYLENE WATER LINE.
- ⑤ 2" POLYETHYLENE WATER SERVICE TO CONNECT TO BUILDING (REFER TO ARCHITECT PLANS)
- ⑥ EXISTING WATER METER 1/2" SPIGOT/AIR RELEASE VALVES AND ANY APPLURTEVIT ITEMS INCLUDING BUT NOT LIMITED TO WATER/SEWER LINES/VALVES SHALL BE DEMOLISHED AND REMOVED. CONTRACTOR SHALL FIELD LOCATE AND DETERMINE OPERATIONAL STATUS OF UNDERGROUND WATER LINES PRIOR TO CONSTRUCTION. ENGINEER OF RECORD SHALL BE NOTIFIED IMMEDIATELY IF ANY WATERLINES ARE DETERMINED TO BE OPERATIONAL.
- ⑥A PROPOSED 6" GATE VALVE (RED TOP VALVE BOX THAT DENOTES "FIRE") (CITY PCS FOR FIRE LINE)
- ⑥B PROPOSED EASEMENT TO CITY AROUND WATER METER MINIMUM 6' CLEAR ON ALL SIDES OF METER
- ⑦ PROPOSED 6" x 4" REDUCER.
- ⑧ PROPOSED 4" FIRE LINE DOUBLE CHECK DETECTOR ASSEMBLY PER CITY APPROVED DEVICE
- ⑨ PROPOSED 4" PVC C90 DR-14 FIRE LINE
- ⑩ PROPOSED 4" PVC C90 DR-14 FIRE LINE TO CONNECT TO BUILDING (REFER TO ARCHITECT PLANS)
- ⑪ PROPOSED 6" PVC C90 DR-14 FIRE SERVICE WATER MAIN TO CONNECT TO BUILDING (REFER TO ARCHITECT PLANS)
- ⑫ PROPOSED FIRE DEPARTMENT CONNECTION, PER CITY OF WINTER PARK REQUIREMENTS.
- ⑬ PROPOSED 1/2" POLYETHYLENE WATER LINE TO TERMINATE WITH HOSE BIBB.

SANITARY SEWER SCHEDULE

- ① CORE BORE AND INSTALL 6" PVC PIPE @ INV. 86.70. USE KOR N SEAL LINE SEAL OR APPROVED EQUAL FOR 100% CONNECTION. SEAL TO ENSURE WATER TIGHT CONNECTION. CONTRACTOR TO FIELD VERIFY.
- ①A EXISTING 8" CLAY PIPE @ INV. 86.70 SHALL BE ABANDONED COMPLETELY AND EXISTING INV. SHALL BE GROUTED AND REWORKED PER CITY OF WINTER PARK'S SPECIFICATIONS.
- ② 33 LF - 6" PVC @ 1.03%
- ②A CLEAN OUT INV = 87.06
- ②B 13 LF - 6" PVC @ 1.03%
- ③ 6" WYE W/ CLEAN OUT INV = 87.19
- ④ 86 LF - 6" PVC @ 1%
- ⑤ 6" WYE INV = 88.08
- ⑥ 6 LF - 6" PVC @ 1.20%
- ⑦ 6" WYE W/ CLEAN OUT INV = 88.31
- ⑧ 53 LF - 6" PVC @ 1%
- ⑨ 6" WYE W/ CLEAN OUT INV = 88.84
- ⑩ 20 LF - 6" PVC @ 1%
- ⑪ 6" CLEAN-OUT INV = 89.04 (LOCATED 3' OUTSIDE OF BUILDING. REFER TO ARCHITECTURE PLANS FOR CONTRIBUTION).
- ⑫ 2 WAY CLEANOUT INV = 88.43 GREASE TRAP OUTLET
- ⑬ PROPOSED 1250 GALLON GREASE TRAP (SEE ARCHITECTURAL PLANS FOR SIZING).
- ⑭ 2 WAY CLEANOUT INV = 88.70 GREASE TRAP INLET
- ⑮ 5 LF - 6" PVC @ 1%
- ⑯ 2 WAY CLEANOUT INV = 88.75 GREASE TRAP OUTLET
- ⑰ 2 WAY CLEANOUT INV = 89.00 GREASE TRAP INLET
- ⑱ 3 LF - 6" PVC @ 1%
- ⑲ 6" WYE W/ CLEAN OUT @ INV = 89.03
- ⑳ 15 LF - 6" PVC @ 1%
- ㉑ 6" CLEAN-OUT INV = 89.18 (LOCATED 4' OUTSIDE OF BUILDING. REFER TO ARCHITECTURE PLANS FOR CONTRIBUTION).
- ㉒ 2 WAY CLEANOUT INV = 88.15 GREASE TRAP OUTLET
- ㉓ PROPOSED 1250 GALLON GREASE TRAP (SEE ARCHITECTURAL PLANS FOR SIZING).
- ㉔ 2 WAY CLEANOUT INV = 88.40 GREASE TRAP INLET
- ㉕ 5 LF - 6" PVC @ 1%

IRRIGATION WATER SCHEDULE

- I-1 2" CORPORATION STOP MODEL # 1311-177V
- I-2 PROPOSED 2" BALL VALVE MODEL # 138477 W/ ARCH BOX
- I-3 PROPOSED 1.5" IRRIGATION METER AND REDUCED PRESSURE ZONE BACK FLOW PREVENTER ASSEMBLY, PER CITY OF WINTER PARK REQUIREMENTS. (LOCATE METER WITHIN PROPOSED EASEMENT)

GENERAL UTILITY NOTES

1. SEE COVER SHEET FOR A LIST OF UTILITY COMPANIES.
2. GENERAL CONTRACTOR IS TO COORDINATE WITH APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION, ADJUSTMENT OR RELOCATION OF EXISTING UTILITIES AS DESIGNATED ON PLANS.
3. THE CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITY INSPECTORS 72 HOURS BEFORE CONNECTING TO AN EXISTING LINE.
4. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES. EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO NEW UTILITY LINES BEING INSTALLED.
5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
6. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
7. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES, IN SUCH A MANNER AS TO AVOID CONFLICT AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR THE-INS CONNECTIONS PRIOR TO EXISTING UTILITIES.
8. THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN PAVED AREAS SHALL MATCH FINISHED GRADE. THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN GRASSED AREAS SHALL BE 1" ABOVE FINISHED GRADE (UNLESS NOTED OTHERWISE).
9. ALL MANHOLES CONSTRUCTED WITHIN PAVED AREAS SHALL BE INSTALLED WITH TRAFFIC BEARING RINGS AND COVERS.
10. ALL CLEAN-OUTS WITHIN THE PAVEMENT AREA SHALL BE INSTALLED WITH TRAFFIC BEARING PARTS AS APPLICABLE.
11. CONTRACTOR SHALL GROUT AROUND ALL PIPE ENTRANCES TO SANITARY SEWER MANHOLES WITH NON-SHRINKING GROUT TO ASSURE CONNECTION IS WATER TIGHT.
12. ALL CONCRETE FOR ENCASEMENT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I. AT 28 DAYS.
13. CONTRACTOR SHALL PROVIDE ALL APPURTENANCES SUCH AS CHECK VALVES, BACKFLOW PREVENTERS, ETC. AS REQUIRED BY GOVERNING AUTHORITIES.
14. ALL WATER, FORCE MAIN AND SANITARY SEWER LINES SHALL HAVE A MINIMUM OF 3' OF COVER. FE WATER SERVICE MAY BE REDUCED TO 2' WHEN NECESSARY.
15. CONTRACTOR SHALL COORDINATE INSPECTION ON ALL UTILITIES, WITH APPROPRIATE AUTHORITIES PRIOR TO COVERING TRENCHES DURING INSTALLATION.
16. CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND REQUIREMENTS.
17. THE CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
18. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
19. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES (HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT BE LIMITED, FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
20. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS INCLUDING THE FLORIDA TRENCH SAFETY ACT (90-RE, LAWS OF FLORIDA). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.
21. ALL MATERIAL IS TO BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
22. CONTRACTOR TO LOCATE LIGHT POLES AND FIXTURES AS INDICATED. CONTRACTOR TO BUILD NEW POLE BASE AND STUDS CONDUIT AND WIRE AS REQUIRED.
23. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING EXCAVATION.
24. ALL WATER MAINS, FIRE WATER MAINS AND SERVICES SHALL BE TESTED, APPROVED AND DISINFECTED IN ACCORDANCE WITH UTILITY COMPANY REQUIREMENTS PRIOR TO CONNECTION TO MUNICIPAL SYSTEM.
25. THE MINIMUM HORIZONTAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER AND SEWER LINE IS SIX (6) FEET, OR MINIMUM VERTICAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER OVER SEWER LINE IS (6) INCHES.
26. CHAPTER 553.851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING.
27. CONTRACTOR TO COORDINATE UTILITY POLE REMOVAL, RELOCATE WITH UTILITY COMPANY.
28. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY PROVIDERS 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
29. CONTRACTOR TO FIELD VERIFY ACTUAL DEPTH AND LOCATION OF EXISTING WATER MAIN PRIOR TO ANY CONSTRUCTION ACTIVITY. IT HAS NOT BEEN LOCATED OR VERIFIED BY THE SURVEY.

UTILITY LEGEND

- W — PROPOSED WATER LINE
- S — PROPOSED SEWER
- E — PROPOSED ELECTRIC SERVICE

SURVEY LEGEND

- — UNKNOWN UTILITY PEDESTAL
- ▽ — FIRE HYDRANT
- — PHONE PEDESTAL
- — PHONE CANSISTER ON POST
- ⊙ — EXISTING UTILITY POLE



500 West Fulton Street
 Sanford, Florida 32771
 P. O. Box 2808
 Sanford, Florida 32772-2808
 Phone 407 332-6841
 Fax 407 330-0639

Engineers
Surveyors
Architects
Planners
Landscape Architects
Environmental Scientists
Construction Management
Traffic/Transportation

Eng. C.O.A. No. 3215
 Survey L.E. No. 7143
 Arch. Lic. No. A-1669286
 Landscape Lic. No. LC000298
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JUSTIN T. POLK, P.E.
 6110

Designed by:	JDH	JTP	JTP	JTP	JTP	By
Drawn by:	JDH <td>JTP <td>JTP <td>JTP <td>JTP <td></td> </td></td></td></td>	JTP <td>JTP <td>JTP <td>JTP <td></td> </td></td></td>	JTP <td>JTP <td>JTP <td></td> </td></td>	JTP <td>JTP <td></td> </td>	JTP <td></td>	
Checked by:	JDH	JTP <td>JTP <td>JTP <td>JTP <td></td> </td></td></td>	JTP <td>JTP <td>JTP <td></td> </td></td>	JTP <td>JTP <td></td> </td>	JTP <td></td>	
Approved by:	JTP	JTP	JTP	JTP	JTP	
Scale:	1" = 20'	5/27/12	4/24/12	3/15/12		
Date:	FEB. 2012	4/24/12	4/24/12	3/15/12		
Job No.:	M29542					
File:	CUP					
City utility comments						
city/sjvwmd/foot comments						
light fixtures & sjvwmd comments						
Revision						

COMPOSITE UTILITY PLAN

FAIRBANKS - HOLLISTENNA
 WINTER PARK / FLORIDA

Sheet No.

C-8

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PROPERTY APPRAISER ID NUMBER: 31-21-31-520-0000-0030

SEMINOLE COUNTY
 APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULTS IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.

APPROVED,
 SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT
 DATE

J:\M29542\DWG\2012\1128\eam\kcolllins M29542-CUP (EASEM VACATE EXHIB).dwg May 14, 2012 - 11:28am kcolllins



city commission public hearing

item type	Public Hearing	meeting date	June 11, 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 Commission	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N A	final vote

Subject: Final Conditional Use approval for the CNL office project at 941 W. Morse.

The P&Z meeting is Tuesday night June 5th, as such, their action will be sent and posted on the web separately.

CNL Commercial Real Estate is requesting "final" conditional use approval for their office building project pursuant to the "preliminary" conditional use provided by the City Commission on April 23, 2012, on the property at 941 W. Morse Blvd.

The "preliminary" conditional use was recommended for approval by the Planning Board on April 3, 2012. The City Commission approved the same conditions as recommended by P&Z that are listed below. The "red" text indicates what has been done to respond to those conditions as follows:

1. That the dumpster is relocated to the rear of the property. **The new revised site plan moved the dumpster to the rear northwest corner of the site.**
2. That the drive-in teller component be screened substantially from view from the property to the west (Bank First) and that the direction of the car traffic be reversed so that it is a one-way exit onto Morse Boulevard. **The new revised site plan creates a substantial new landscape area and the landscape package accomplishes that screening successfully.**
3. That the two parking spaces along Denning Drive at the northeast corner of the site/parking lot are eliminated in order to increase the landscape frontage and visual appeal of the site. **The new revised site plan removed the two parking spaces at the northeast corner of the site.**
4. That the building height variance be approved as requested (4.5 feet) and that any variance needed for the building height screen wall for the rooftop AC/mechanical be also granted to match the specifications for the height of that equipment. The parapet will be equal or less than three feet and that the mechanical/AC equipment is to be screened and recessed from the edge for visual purposes. That the site be granted the minor parking variances to accommodate for the dumpster relocation, drive-in teller screening, increased landscaping on Denning and usable/leasable floor area of

the building. These approvals were incorporated into the architectural elevations and revised site plan.

5. Relocation of the building approximately 2.5 feet to the west so that all floors of the building rotunda meet the 10 foot setback from Denning Drive. The new revised site plan moved the building to a 12.5 foot setback and the rotunda to an 11.8 foot setback.
6. That the street landscape strip be according to code. The new revised site plan made this change.

The Approval Process:

Per city code, the public hearings advertised for the conditional use review and approval in April were for the "preliminary" CU approval per code. The "final" CU approval per code is the action to review compliance with the conditions of approval and to review, primarily, the final landscaping, drainage and lighting details.

The New Plan Submittals:

This "final" conditional use provides three new plan details for review:

1. Landscape Plan – the specific landscape plan for the project is attached. It meets the city code requirements pursuant to the site plan approved in April. The major revision is a new landscape area created to screen the drive-in tellers as to view and noise from the Bank First building to the east. The "plan" utilizes a tight row of Magnolia trees in the new landscape area and a tight row of Holly trees in the perimeter landscape strip on the western edge of the site to visually screen the tellers. The applicant plans to personally review these plans with Jim Barnes. Staff believes they will accomplish the intent. The P&Z Board can respond to any suggestions for modifications if needed. There are some conflicts with a storm water pipe and a light pole that will be addressed.
2. Storm Water Drainage Plan – the specific method of meeting the City and St. Johns River Water Management District drainage criteria is primarily via an underground ex-filtration system located in the parking lot area near Morse Blvd. Soil borings confirm that the system, as designed, will operate properly in this location. There is a maintenance requirement both to the City and St. Johns. The cleaner roof-top drainage will be directed to a new surface retention area created by a small berm (versus swale to be protective of the tree roots) in the tree preservation area along Morse Blvd. It may be a good idea to shift that retention area to where there is a gap between the existing oak trees in order to lessen the impact upon them. The plans submitted can be easily revised to relocate this retention area outside of the dripline of the existing trees.
3. Site Lighting – The plan shows the location of the industry standard lighting for the parking lots via twenty foot poles with box type fixtures that direct the lighting downward and minimize any spillage. The applicant also contemplates building lighting and site lighting of the street front oak trees in order to accentuate the building architecture and trees at night.

Summary and Recommendation:

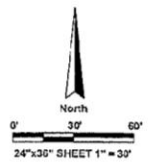
Everything appears to be on target to accomplish the partnership between the City and CNL to redevelop this property with a Class "A" office project. In this current economy and very 'down' office market, this is quite an accomplishment.

The "final" conditional use submittals appear to have addressed the concerns and conditions imposed with the "preliminary" approval. This "final" conditional use approval fulfills the commitments made by the applicant for the redevelopment of this property with a Class A office building. There are some minor plan revisions needed in accordance with the staff comments, for which, the applicant is in agreement.

Staff Recommendation:

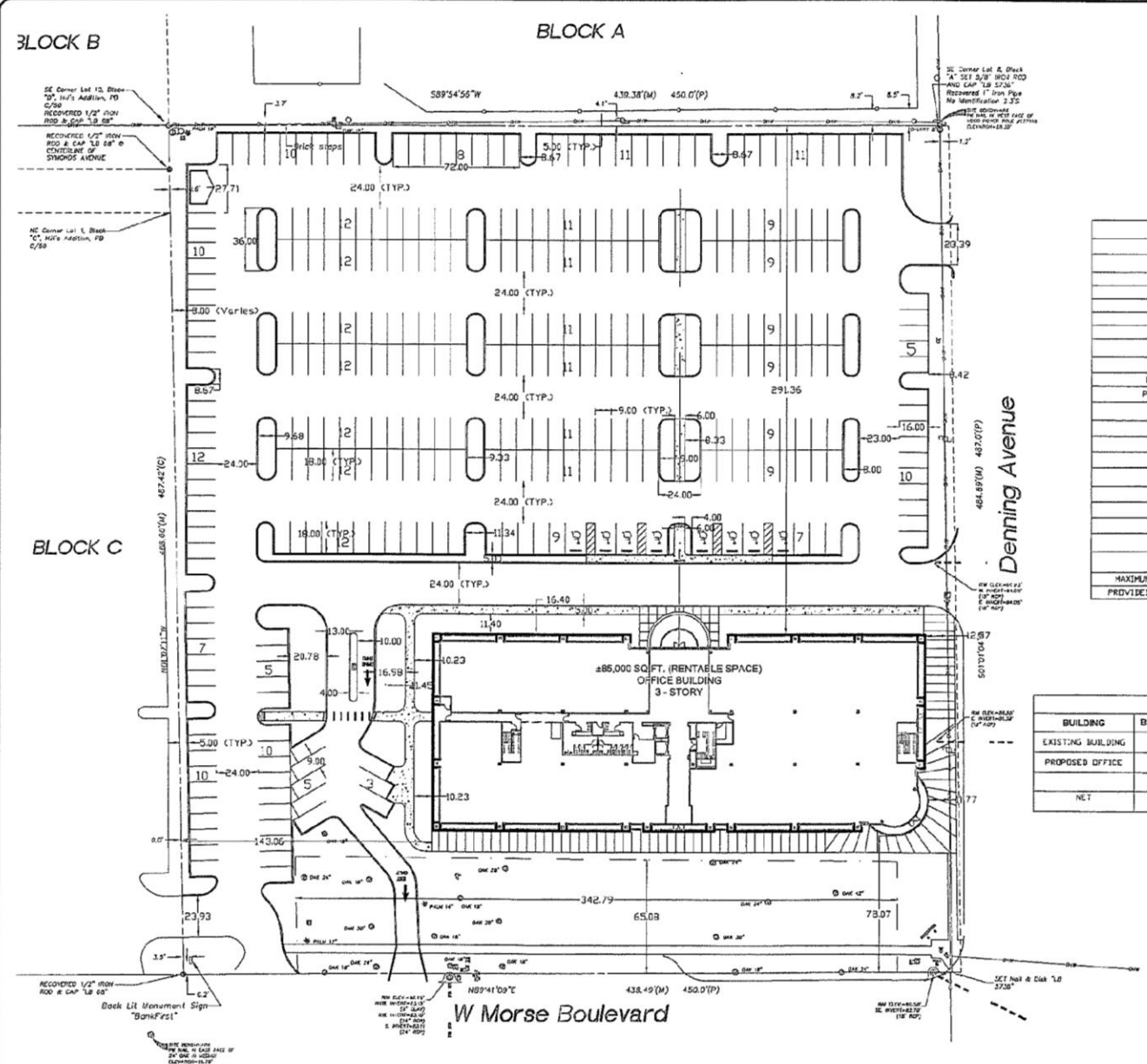
STAFF RECOMMENDATION WAS FOR APPROVAL OF THE "FINAL" CONDITIONAL USE pursuant to minor plan revisions outlined.

Staff has reduced to 8.5x11 the revised site plan and landscape plan for ease of reference, as you read this staff report. However, the complete set of plans are in the applicant's package.



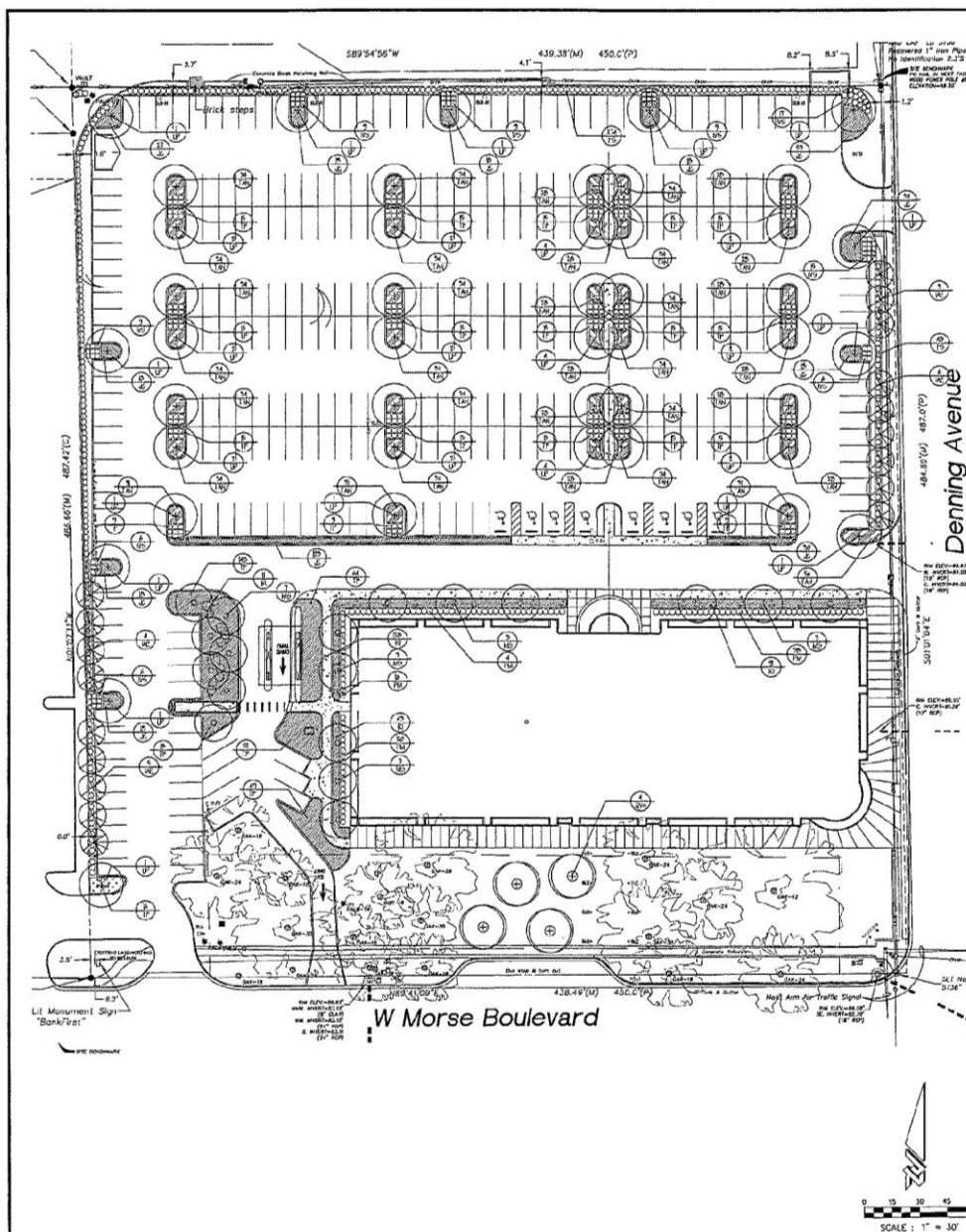
SITE DATA	
PROJECT NAME:	DNL WINTER PARK OFFICE BUILDING
PROJECT ADDRESS:	941 W. MORSE BLVE., WINTER PARK, FL 32789
PARCEL ID NUMBER:	01-20-09-3624-34-000
SECTION-TOWNSHIP-RANGE:	01-20-29
PARCEL OWNER:	PROGRESS POINT, LLC
PARCEL AREA:	217,799 SF - 5.00 AC
PROJECT AREA:	217,799 SF - 5.00 AC
IMPERVIOUS AREA	
MAXIMUM IMPERVIOUS AREA:	65%
EXISTING IMPERVIOUS AREA:	176,244 S.F. = 4.05 AC - 80%
PROPOSED IMPERVIOUS AREA:	174,138 S.F. = 4.00 AC - 80%
ZONING	
EXISTING ZONING:	O-1 - COMMERCIAL
PROPOSED ZONING:	O-1 - COMMERCIAL
EXISTING LAND USE:	8900 - MUNICIPAL
BUILDING SETBACKS (O1 ZONING)	
REQUIRED FRONT:	10'
REQUIRED REAR:	33'
REQUIRED SIDES:	5'
PROPOSED BUILDING INFORMATION	
PROPOSED BUILDING AREA:	COMMERCIAL BUILDING (RENTABLE) - 85,300 SQ. FT.
MAXIMUM FLOOR AREA RATIO (FAR):	43%
PROVIDED FLOOR AREA RATIO (FAR):	(156,694/217,789) = 43.3%

PARKING REQUIREMENTS				
BUILDING	BUILDING AREA (SQ. FT.)	REQUIREMENT	QUANTITY	STALL TYPE
EXISTING BUILDING	76,876	1 SPACE PER 250 SQ. FT. 307 REQUIRED	321 PROVIDED	STANDARD / ADA
PROPOSED OFFICE	89,428	1 SPACE PER 250 SQ. FT. 354 REQUIRED	336 PROVIDED	STANDARD / ADA
NET	+11,552	1 SPACE PER 250 SQ. FT.	-18	STANDARD / ADA



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LANDSCAPE BUFFER REQUIREMENTS

NO.	REQ. NO.	REQ. TYPE	REQ. NO.	REQ. TYPE
NORTH	1	MINIMUM WIDTH	5'	5'
	2	1 SHADY TREE PER 50' L.F.	5	5
	3	CONTINUED TREES	YES	YES
EAST	1	MINIMUM WIDTH	5'	5'
	2	1 SHADY TREE PER 50' L.F.	5	5
	3	CONTINUED TREES	YES	YES
WEST	1	MINIMUM WIDTH	5'	5'
	2	1 SHADY TREE PER 50' L.F.	5	5
	3	CONTINUED TREES	YES	YES

* SEE TO SEE LOCATIONS WHERE TREES HAVE BEEN SUBSTITUTED AT A RATE OF 1:1 SEE PLAN FOR LOCATIONS.

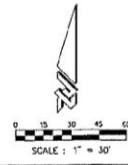
PLANT LIST

SYM.	QTY.	SPECIES	COMMON NAME	SPECIFICATIONS
TREES				
ME	15	LEX ATENATA BART PALATKA	BART PALATKA NELLY	50 GAL, 1 1/2" CAL, 10' HT.
KE	1	LEX R. ARD.	RED BURN NELLY	50 GAL, 1 1/2" CAL, 10' HT.
MS	3	WINDMILL BRANCHURA SP. BLANCHARD	SP. BLANCHARD MANCILLA	40 GAL, 1" CAL, 10' HT.
QA	4	OLEA EUROPEA	LIVE OAK	60 GAL, 4 1/2" CAL, 10' HT.
UP	45	ULMUS PARVIFLORA ALICE	DOGWOOD	40 GAL, 1" CAL, 10' HT.
SHRUBS & GROUNDCOVERS				
PS	100	YUKONIA BELLINA	YUKONIA BELLINA	2-3 GAL, 10" HT, 10" DIA. SPREAD, 50' DIA.
MS	10	LEX VIGNIFERA 'SOMERLUND DWARF'	SOFTLEAF DWARF NELLY	2 GAL, 10" HT, 8" DIA. SPREAD, 50' DIA.
WE	100	WINDMILL BRANCHURA SP. BLANCHARD	SP. BLANCHARD MANCILLA	2 GAL, 10" HT, 8" DIA. SPREAD, 50' DIA.
FM	10	FRAXINUS VIRGINIANA	WHITE BIRCH DWARF	2 GAL, 10" HT, 8" DIA. SPREAD, 50' DIA.
TR	100	TRIFOLIUM ALPES	WHITE BURN DWARF	2 GAL, 10" HT, 8" DIA. SPREAD, 50' DIA.
TN	100	TRIFOLIUM ALPES	WHITE BURN DWARF	2 GAL, 10" HT, 8" DIA. SPREAD, 50' DIA.
TR	100	TRIFOLIUM ALPES	WHITE BURN DWARF	2 GAL, 10" HT, 8" DIA. SPREAD, 50' DIA.

- LANDSCAPE NOTES**
1. **PLANTS:** ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF "BRANDS AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
 2. **EXISTING PLANTS:** IF PROPOSED PLANTINGS SHOWN ON PLAN INTERFERE WITH EXISTING LANDSCAPING, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS.
 3. **WELLS:** ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" FINE BARK MULCH. ALL TREES NOT IN BEDS SHALL HAVE A MIN. 6" DIAMETER MULCH BARS.
 4. **SOIL:** SOIL SHALL BE ST. AUGUSTINE TURF/PAK. ALL SOIL SHALL BE ROLLED.
 5. **QUANTITIES:** IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LISTS AND THE ACTUAL QUANTITY OF PLANTS SHOWN ON THE PLANS, THE PLANS SHALL CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUANTITIES.
 6. **UNLAPSED CONTRACTS:** CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBSERVED IN THE FIELD THAT UNLAPSED CONTRACTS, GRADE DIFFERENCES, OPENING WATER, SOIL CONDITIONS OR OTHER CONDITIONS EXIST. SUCH UNLAPSED CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE OWNER REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 7. **SUBSTITUTIONS:** NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN CONSENT AND APPROVAL FROM THE LANDSCAPE ARCHITECT.
 8. **CONTAINERS:** IF GALLONAGE FOR PLANTS IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE ACCEPTED IN ALL CAGES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
 9. **SOIL:** CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROVIDE SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ADDITIONALLY, IF PRESENT, THE CONTRACTOR SHALL REMOVE LIME, IRON, COPPER AND OTHER TOXIC SUBSTANCES FROM PLANTING BEDS. IF SOIL IS INADEQUATE IN THE SOIL, THE SOIL MUST BE ENRICHED AND REPLACED WITH ACCEPTABLE SOIL. LIME, ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.5 AND 7.5. BE GROWING IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
 10. **TOPSOIL:** TOPSOIL MATERIAL, IF REQUIRED SHALL BE FREE FROM ALL PAID GLOBS, WEEDS, ROCKS OVER 1" IN DIAMETER, CLAY, HARD PAN, NODULAR PLANTS, SOIL, INSECTS OR OTHER UNDESIRABLE PLANTS, SEEDS OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH AND SHALL BE IDENTIFIED AS TOPSOIL.
 11. **NEEDS:** IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY NEEDS FROM PLANTING AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS FREE OF NEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
 12. **IRRIGATION:** UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SOILED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 3" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND REGRADING WITHOUT AREAS CAUSED BY PROXIMITY LINE, FINAL ACCEPTANCE OF THE PROJECT.
 13. **SEALING:** ALL TREES, SHRUBS AND GROUND COVERS ARE TO BE PLANTED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERENCES TO USE OTHER SEEDING METHODS THIS SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED SEEDING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROTECT STAKE OR CUT ANY TREES IN SITE, AT THEIR OWN EXPENSE.
 14. **GRASS/SEEDS:** GRASS/SEEDS LANDSCAPED BEDS ARE TO BE EDGED WITH SMOOTH FINISH CURVES. STRAIGHT-LIKE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO PARKING LINES AND STRUCTURES UNLESS OTHERWISE SPECIFIED.
 15. **FERTILIZERS:** ORGANIC SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPONS PER 1 SQ. FT. OF PLANTING AREA.
 16. **DRAINAGE:** THE LANDSCAPE CONTRACTOR SHALL ASSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNER REPRESENTATIVE IMMEDIATELY SHOULD A CONFLICT ARISE.
 17. **REGULATIONS:** THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION TO SELECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
 18. **TURNOVER:** CONTRACTOR SHALL CONTACT OWNER REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT. ANY WORK REMOVED UNACCEPTED SHALL BE CORRECTED IMMEDIATELY AND RECONSTRUCTED AS SCHEDULED.
 19. **MAINTENANCE:** CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, REPLACEMENT OF SOIL OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
 20. **WARRANTY:** CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE. SHOULD WORK BE FOUND ACCEPTABLE, ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY. ONCE APPROVED, ANY SOIL OR PLANT MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, FREEZING TEMPERATURES, WIND, DISEASE OR VIL. LIGHTNING, OR ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.

IRRIGATION NOTES

1. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE WATER TO ALL NEW PLANTINGS. (SEE IRRIGATION PLAN)



Final
Conditional Use Submittal
Morse Boulevard Office Building

prepared by:
CNL Commercial Real Estate
420 S. Orange Ave., Suite 950
Orlando, FL 32801
May 25, 2012



CNL Commercial Real Estate

CNL-MORSE OFFICE BUILDING

Design Narrative

May 25, 2012

Purpose:

To establish the quality and character of the building design for the CNL-Morse Office Building.

Building Mass:

The building is located on the southeast corner of the site to create a more urban frontage on Morse and Denning while maintaining distance from the Tree Preserve area located along Morse Boulevard. Parking for the building is located primarily to the north side of the building to reduce its visual impact on the streetscape. A round corner element is located on the corner of the building to address the corner of Morse and Denning architecturally. Primary building entrances will occur on both the north and south sides of the building.

Pedestrian Oriented Spaces:

A pedestrian area will be located on the south side of the area under the preserved trees to create activity on the ground level along Morse. The glass windows on the first floor of the building will be recessed to create a pedestrian friendly base of the building. The service area and drive through tellers are located on the west side of the building which keeps trash pickup and service traffic away from the primary pedestrian areas.

Finish Materials

The exterior envelope of the building shall be finished with durable, high-quality materials that will provide aesthetic beauty over time with minimal maintenance required. It is anticipated that the exterior wall will be an architectural precast concrete panel system with integrated aluminum and glass glazing systems. The precast concrete will have a sandblasted finish that will expose the natural stone aggregate for a natural looking material finish and texture.

Building Heights

This site is zoned to allow a 3-story building. In order to accommodate standard Class A building components, CNL requests flexibility on the City of Winter Park Code for the allowable height of the building and building elements. The roof of the current plan is proposed to be within 47'-0", which will provide the ability to achieve 12' ceilings on the first floor and 10' ceilings on the second and third floor. We are also proposing a mechanical screen wall that is 13'-0" in height to screen the standard roof top mechanical equipment needed for a building this size. Architectural features like the one on the corner of Morse and Denning and the one at the building entrance will still project within the 8' allowance above the roof.



MORSE BOULEVARD OFFICE BUILDING

Winter Park, Florida
May 25, 2012

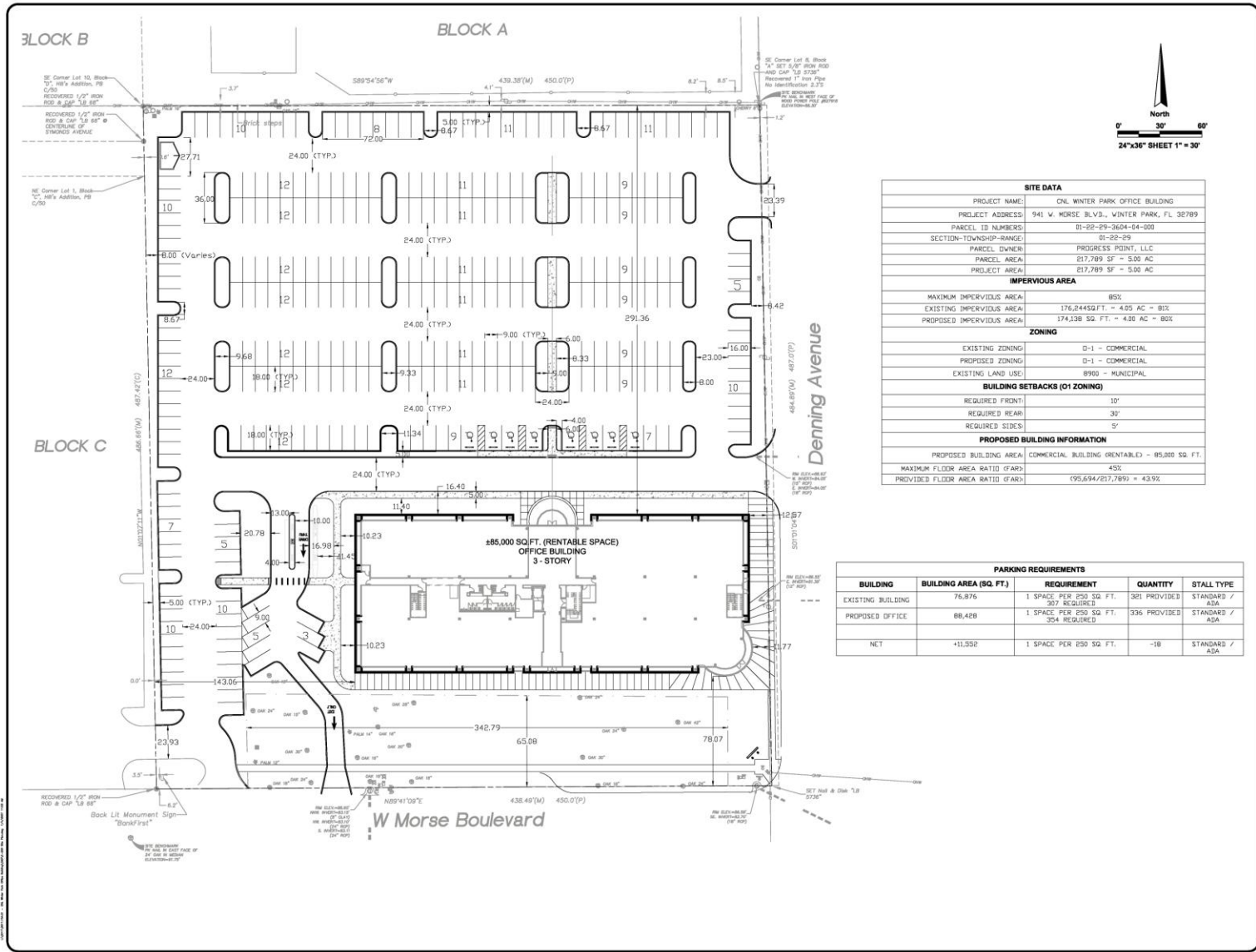




MORSE BOULEVARD OFFICE BUILDING

Winter Park, Florida
May 25, 2012





SITE DATA	
PROJECT NAME:	CNL WINTER PARK OFFICE BUILDING
PROJECT ADDRESS:	941 W. MORSE BLVD., WINTER PARK, FL 32789
PARCEL ID NUMBERS:	01-22-07-2024-04-001
SECTION-TOWNSHIP-RANGE:	01-22-29
PARCEL OWNER:	PROGRESS POINT, LLC
PARCEL AREA:	217,789 SF = 5.00 AC
PROJECT AREA:	217,789 SF = 5.00 AC
IMPERVIOUS AREA	
MAXIMUM IMPERVIOUS AREA:	80%
EXISTING IMPERVIOUS AREA:	176,244 SQ. FT. = 4.05 AC = 80%
PROPOSED IMPERVIOUS AREA:	174,138 SQ. FT. = 4.00 AC = 80%
ZONING	
EXISTING ZONING:	D-1 - COMMERCIAL
PROPOSED ZONING:	D-1 - COMMERCIAL
EXISTING LAND USE:	8990 - MUNICIPAL
BUILDING SETBACKS (D1 ZONING)	
REQUIRED FRONT:	10'
REQUIRED REAR:	30'
REQUIRED SIDES:	5'
PROPOSED BUILDING INFORMATION	
PROPOSED BUILDING AREA:	COMMERCIAL BUILDING (RENTABLE) - 485,000 SQ. FT.
MAXIMUM FLOOR AREA RATIO (FAR):	45%
PROVIDED FLOOR AREA RATIO (FAR):	195,694/217,789 = 43.9%

PARKING REQUIREMENTS				
BUILDING	BUILDING AREA (SQ. FT.)	REQUIREMENT	QUANTITY	STALL TYPE
EXISTING BUILDING	76,876	1 SPACE PER 250 SQ. FT. 307 REQUIRED	321 PROVIDED	STANDARD / ADA
PROPOSED OFFICE	88,428	1 SPACE PER 250 SQ. FT. 354 REQUIRED	336 PROVIDED	STANDARD / ADA
NET	+11,352	1 SPACE PER 250 SQ. FT.	-18	STANDARD / ADA

CNLBank.

AVCON
 AVCON, INC.
 ENGINEERS & PLANNERS
 1111 S. MICHIGAN ST., SUITE 200, GRAND RAPIDS, MI 49503
 OFFICE: (616) 941-1111 FAX: (616) 941-1111
 CONSULTING ENGINEERS OF AUTOMATIC TRANSMISSIONS

RICK V. BALDOCCHI
 P.E. #38092

CNL

CNL WINTER PARK OFFICE BUILDING

SITE PLAN

ATTENTION:
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SCALE: AS NOTED

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: MK
 DRAWN BY: MK
 CHECKED BY: RVB
 APPROVED BY: RVB
 DATE: 05-25-2012

AVCON PROJECT No. 2011.154.01

SHEET NUMBER
C-200

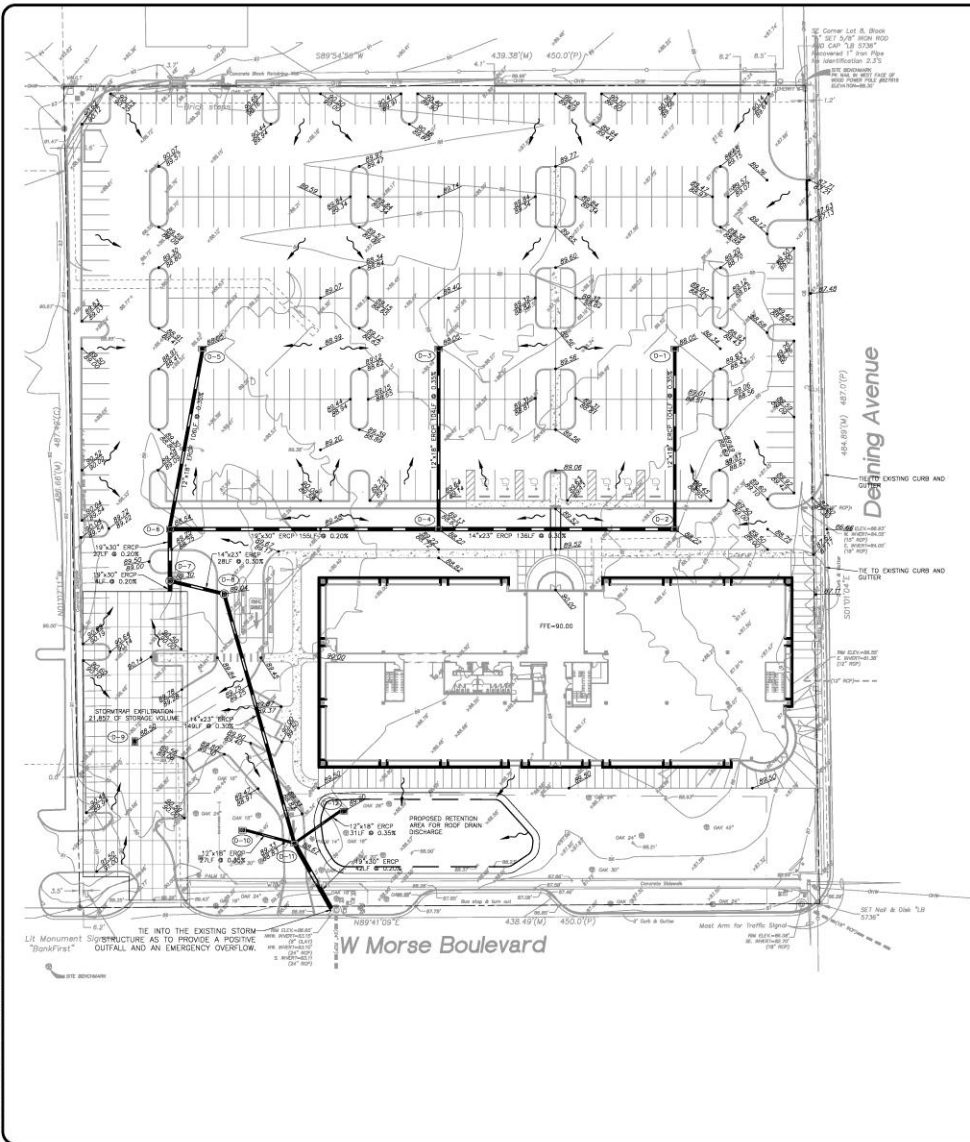




TABLE OF STRUCTURES

D-1 N: 4573.24 E: 5161.94 TYPE D INLET FOOT INDEX #232 TOP: 88.00 S. INV: 86.30	D-2 N: 4466.19 E: 5161.94 TYPE D INLET FOOT INDEX #232 TOP: 88.22 W. INV: 85.94	D-3 N: 4513.24 E: 5021.94 TYPE D INLET FOOT INDEX #232 TOP: 88.00 S. INV: 86.03	D-4 N: 4466.23 E: 5021.94 TYPE D INLET FOOT INDEX #232 TOP: 88.22 E. INV: 85.67 W. INV: 85.67 S. INV: 85.67	D-5 N: 4332.24 E: 4881.94 TYPE D INLET FOOT INDEX #232 TOP: 88.05 S. INV: 85.73	D-6 N: 4466.27 E: 4881.94 TYPE D INLET FOOT INDEX #232 TOP: 88.54 NE. INV: 85.36 E. INV: 85.36 S. INV: 85.36	D-7 N: 4435.59 E: 4862.78 TYPE J MANHOLE FOOT INDEX #200 TOP: 89.20 N. INV: 85.31 S. INV: 85.31 SE. INV: 83.72	D-8 N: 4427.89 E: 4864.64 TYPE J MANHOLE FOOT INDEX #200 TOP: 89.04 NW. INV: 85.84 SE. INV: 83.64	D-9 N: 4340.42 E: 4841.84 TYPE D INLET TOP FOOT INDEX #232 TOP: 88.20 OPENS INTO EXFILTRATION	D-10 N: 4287.82 E: 4905.62 TYPE D INLET FOOT INDEX #232 TOP: 89.20 SE. INV: 83.98	D-11 N: 4280.15 E: 4836.53 TYPE D INLET FOOT INDEX #232 TOP: 88.50 NW. INV: 83.19 W. INV: 83.89 NE. INV: 83.89 SE. INV: 83.19	D-12 N: 4289.13 E: 4965.89 TYPE D INLET FOOT INDEX #232 TOP: 89.20 SW. INV: 84.00
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GRADING AND DRAINAGE NOTES

- PRIOR TO INITIATING ANY EXCAVATION ACTIVITIES, CONTRACTOR SHALL TAKE ALL NECESSARY AND PRACTICAL MEASURES TO ENSURE THAT UNAUTHORIZED ACCESS TO THE EXCAVATION IS PREVENTED.
- ALL GRADING AND SITE PREPARATION SHALL CONFORM TO SPECIFICATIONS CONTAINED IN THE CONSTRUCTION DOCUMENTS.
- CONTRACTOR SHALL VERIFY EXISTING TOPOGRAPHIC DATA, LOCATION OF EXISTING UTILITIES AND ALL OTHER SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- ALL CONSTRUCTION WITHIN STREET RIGHT-OF-WAY SHALL CONFORM TO THE ORANGE COUNTY REQUIREMENTS.
- ALL OPEN DRAINAGE SWALES SHALL BE SLOPED PER PROJECT SPECIFICATIONS.
- ALL GRADES SHOWN, WITH THE EXCEPTION OF THOSE INDICATED ON THE SURVEY BASE DRAWING, ARE EXTERIOR FINISHED GRADES UNLESS INDICATED OTHERWISE.
- INLET AND MANHOLE ELEVATIONS ARE TOP OF RIM.
- ALL SIDEWALK CROSS SLOPE SHALL HAVE MAXIMUM 2% CROSS SLOPE, SIDEWALK ALONG BUILDING SHALL SLOPE AWAY FROM BUILDING AND SIDEWALK ALONG STREET SHALL SLOPE TOWARD THE STREET.
- ALL ROOF DRAINAGE DISCHARGE IS TO CONNECT TO ON-SITE STORMWATER MANAGEMENT SYSTEM, UNLESS OTHERWISE SPECIFIED. CONTRACTOR SHALL CONFORM EXACT LOCATION OF ALL TIE-INS TO ROOF DRAINAGE PIPING PRIOR TO INSTALLATION OF ROOF PIPING AND ASSOCIATED FITTINGS.
- ALL REINFORCED CONCRETE PIPE (RCP) SHALL BE A MINIMUM CLASS III, UNLESS OTHERWISE SPECIFIED. WRAP ALL CONCRETE PIPE JOINTS WITH A MINIMUM TWO (2) FOOT, TYPE D-3 FILTER FABRIC (SEE FILTER FABRIC JOINT DETAILS).
- ALL PVC PIPE WITH A DIAMETER OF 6 INCHES AND LARGER, SHALL HAVE A MINIMUM DIMENSION RATIO OF 35:1 ALL PVC PIPE WITH A DIAMETER OF 4 INCHES AND SMALLER SHALL BE SCH40/40.
- ALL PROPOSED PAVING SURFACES IN INTERSECTIONS AND ADJACENT EXISTING SECTIONS SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE PROPOSED SIMILES AND FLOW ARROWS ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES APPROACHES TO INTERSECTIONS AND ENTRANCE AND EXIT GRADES TO INTERSECTIONS MAY REQUIRE MINOR LOCAL FIELD ADJUSTMENTS IF THE ACTUAL FIELD CONDITIONS VARY FROM THE SURVEYED INFORMATION THAT THE DESIGN WAS BASED UPON IN ORDER TO ACCOMPLISH THE INTENT OF THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ACCOMPLISH THIS AND CONSULT THE ENGINEER AS NEEDED TO MAKE ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS OR GIVE SUPPLEMENTARY INFORMATION SHOULD THE INTENT OF THE PLANS BE UNCLEAR.
- THE CONTRACTOR IS RESPONSIBLE FOR PAVING ALL ROADWAYS TO DRAIN POSITIVELY. INTERSECTIONS SHALL BE TRANSITIONED TO PROVIDE A SMOOTH DRIVING SURFACE WHILE MAINTAINING POSITIVE DRAINAGE. IF AN AREA OF POOR DRAINAGE IS OBSERVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PAVING SO THAT A SOLUTION OR RECOMMENDATION FOR CORRECTION MAY BE MADE.
- AFTER THE PAVEMENT SECTIONS HAVE BEEN CONSTRUCTED TO SUBGRADE, THEY SHALL BE PROOF-ROLLED TO ASSURE PROPER COMPACTION HAS BEEN ACHIEVED. THE PROOF ROLLING AND COMPACTION OPERATIONS SHALL BE INSPECTED AND TESTED BY A FLORIDA LICENSED GEOTECHNICAL ENGINEER TO ASSURE THAT THE SPECIFIED COMPACTION IS MAINTAINED AND ALL DELICIOUS MATERIALS ARE REMOVED.
- CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXCESS CUT OR SUPPLYING FILL AS NEEDED TO GRADE THE SITE AS SPECIFIED IN THE CONSTRUCTION DOCUMENTS.
- ALL ELEVATIONS SHOWN HEREIN ARE BASED ON NAVD 88.
- CONTRACTOR SHALL VERIFY ALL EXISTING PIPE INVERTS AND PROVIDE SHOP DRAWINGS FOR REVIEW PRIOR TO ORDERING ANY DRAINAGE STRUCTURES. IF EXISTING PIPE INVERTS VARY FROM WHAT IS SHOWN IN THE TABLE OF DRAINAGE STRUCTURES, CONTRACTOR SHALL NOTIFY CIVIL ENGINEER WITH THE CORRECT INVERT. NECESSARILY, CIVIL ENGINEER WILL MAKE ADJUSTMENTS TO PROPOSED STRUCTURE INVERT ELEVATIONS.
- CONTRACTOR SHALL VISUALLY INSPECT ALL EXISTING STORM PIPES THAT ARE SHOWN AS TO REMAIN ANY MAJOR VISUAL DAMAGE TO SAID EXISTING PIPES SUCH AS CRACKING, CRUMBLING, AND UN-ALIGNED JOINTS SHALL BE REPORTED IMMEDIATELY TO THE CIVIL ENGINEER.





AVCON, INC.
ENGINEERS & PLANNERS
1911 S. WINTER PARK AVENUE, SUITE 100, WINTER PARK, CO 81091
OFFICE: 970.754.1111 FAX: 970.754.1111
CORPORATE OFFICE: 1000 W. WASHINGTON AVENUE, DENVER, CO 80202

RICK V. BALDOCCHI
P.E. #38092

CNL

CNL WINTER PARK
OFFICE BUILDING

STORM WATER PLAN

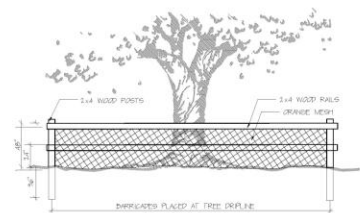
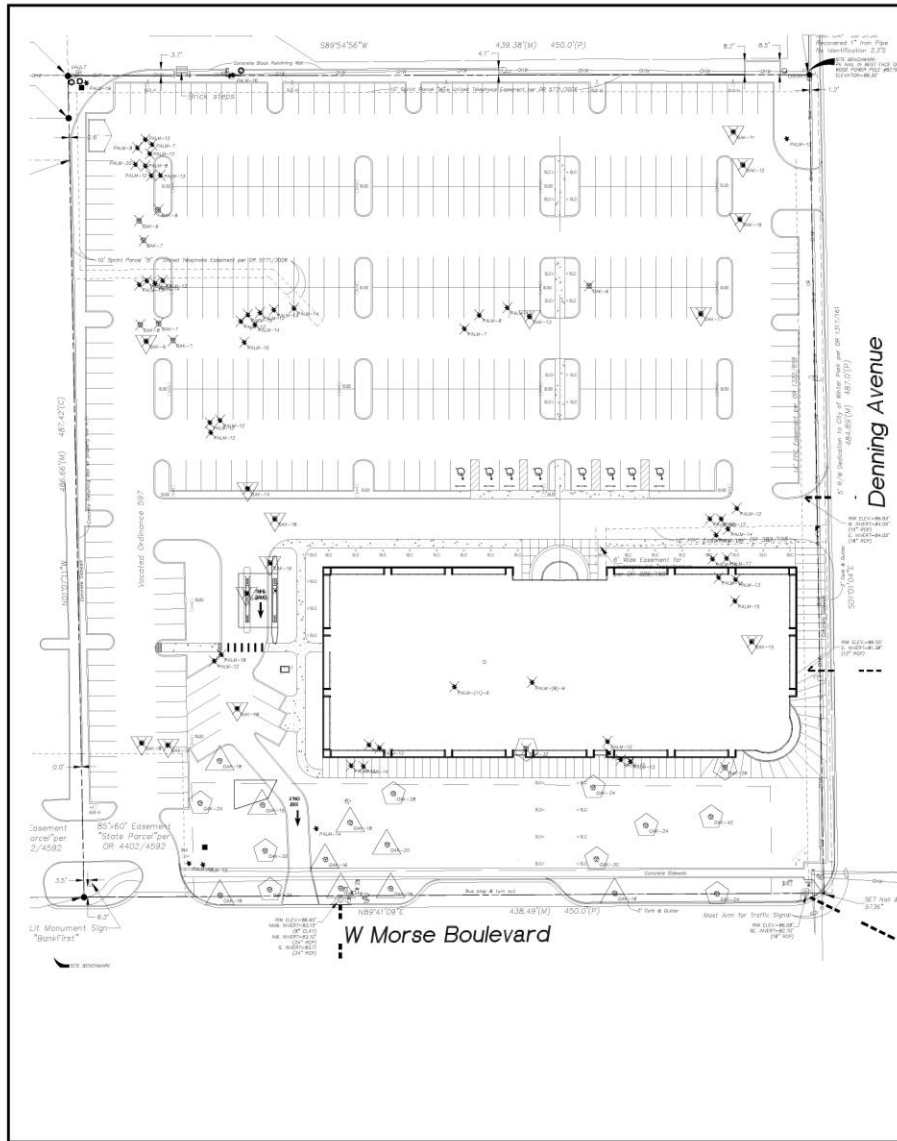
SCALE: AS NOTED

NO.		REVISIONS:	
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: MK
DRAWN BY: MK
CHECKED BY: RVB
APPROVED BY: RVB
DATE: 05-25-2012

AVCON PROJECT No. 2011.154.01

SHEET NUMBER
C-300



- 1 TREE PROTECTION BARRICADE DETAIL** SCALE: 1/4" = 1'-0"
- PROTECT DESIGNATED EXISTING TREES (SCHEDULE TO REMAIN ALIVE):
 - NECESSARY CUTTING REQUIRED, OR SPACING OF BARRIERS
 - GRANTED RED REQUIRED TO PASS
 - PROTECT TREES BY DISPERSED CONSTRUCTION OR EXCAVATION MATERIALS WITHIN IMPROVE FOOT OR VERTICAL TRIMMING
 - SPACING BARRIERS WITHIN IMPROVE
 - PROTECT TEMPORARY BARRICADE AS SHOWN ON THIS SHEET BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. TREE TO BE 4 FEET MINIMUM BARRIERS 2x4 POSTS AND 2x4 RAILS AT 4' AND 8' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL TEMPORARY BARRIERS IN A BARRICADE CLEAR DISTANCE OF 4' FROM THE FACE OF ANY TREES TO BE PROTECTED AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE PLACED WITHIN OF PROTECTIVE BARRICADES INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIALS, MATERIALS OR TEMPORARY SOIL DEPOSITS ON TREES LARGER THAN 10" DBH. IMPROVE SHALL BE NO GREATER THAN 1/2" FROM FACE OF TREE. TREE PRUNING, EXCAVATION, OR REMOVAL MUST BE DONE WITHIN BARRICADES. IMPROVE SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK AREA AND MUST BE TAKEN AT THE TIME BY THE CONTRACTOR TO INSURE THAT NO DAMAGE TO THE TREE OCCURS.
 - PROTECT NOTES TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
 - NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADE WITHOUT PRIOR APPROVAL OF THE COUNTY FORESTER.

LEGEND

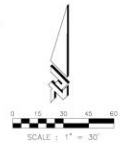
- ⊙ EXISTING TREE/PROTECTED TREE TO REMAIN
- ★ EXISTING PALM TO REMAIN
- △ EXISTING SPECIMEN TREE TO REMAIN
- ◇ EXISTING HISTORIC TREE TO REMAIN
- ⊗ EXISTING TREE/PROTECTED TREE TO BE REMOVED
- ✱ EXISTING PALM TO BE REMOVED
- ⊗ EXISTING SPECIMEN TREE TO BE REMOVED
- ⊗ EXISTING HISTORIC TREE TO BE REMOVED

REQUIRED TREE REPLACEMENT CALCULATIONS

Tree Inches Removed	Removed	Ratio	Req. Replacement (3" CAL.)
9" to <24"	14	1:1	14
24" to <36"	*2	2:1	4
> 36"	0	3:1	0
			Total 18

*REQUIRES REPLACEMENT WITH AT LEAST ONE 1 1/2" CALIPER TREE PER TREE REMOVED, PER CITY OF WINTER PARK LAND DEVELOPMENT CODE, SECTION 58-28, (1)(D).

TREE REPLACEMENT - A MINIMUM OF SIXTEEN (16) 3" CALIPER TREES HAVE BEEN PROVIDED AND TWO (2) 4 1/2" CALIPER TREES HAVE BEEN PROVIDED TOWARDS THE REQUIRED TREE REPLACEMENT. SEE LANDSCAPE PLAN FOR DETAILS.





ZEV COHEN
 CIVIL ENGINEER - LANDSCAPE ARCHITECT
 PLANNING - TRANSPORTATION - ENVIRONMENTAL
 PROJECT NO. 2022-001
 DRAWN BY: JZ
 CHECKED BY: PM
 DESIGNED BY: PM
 DATE: 08/20/2022
 SHEET: TP1 OF 1

CNL WINTER PARK OFFICE BUILDING & DETAILS

TREE PROTECTION PLAN & DETAILS

CITY OF WINTER PARK, COLORADO COUNTY, COLORADO

100 WINDYBROOK DRIVE, SUITE 100, WINTER PARK, CO 81091
 PHONE: 970.839.1234 FAX: 970.839.1235
 1475 W. 14TH AVENUE, SUITE 100, DENVER, CO 80202
 PHONE: 303.733.1111 FAX: 303.733.1112
 1000 W. 14TH AVENUE, SUITE 100, DENVER, CO 80202
 PHONE: 303.733.1111 FAX: 303.733.1112

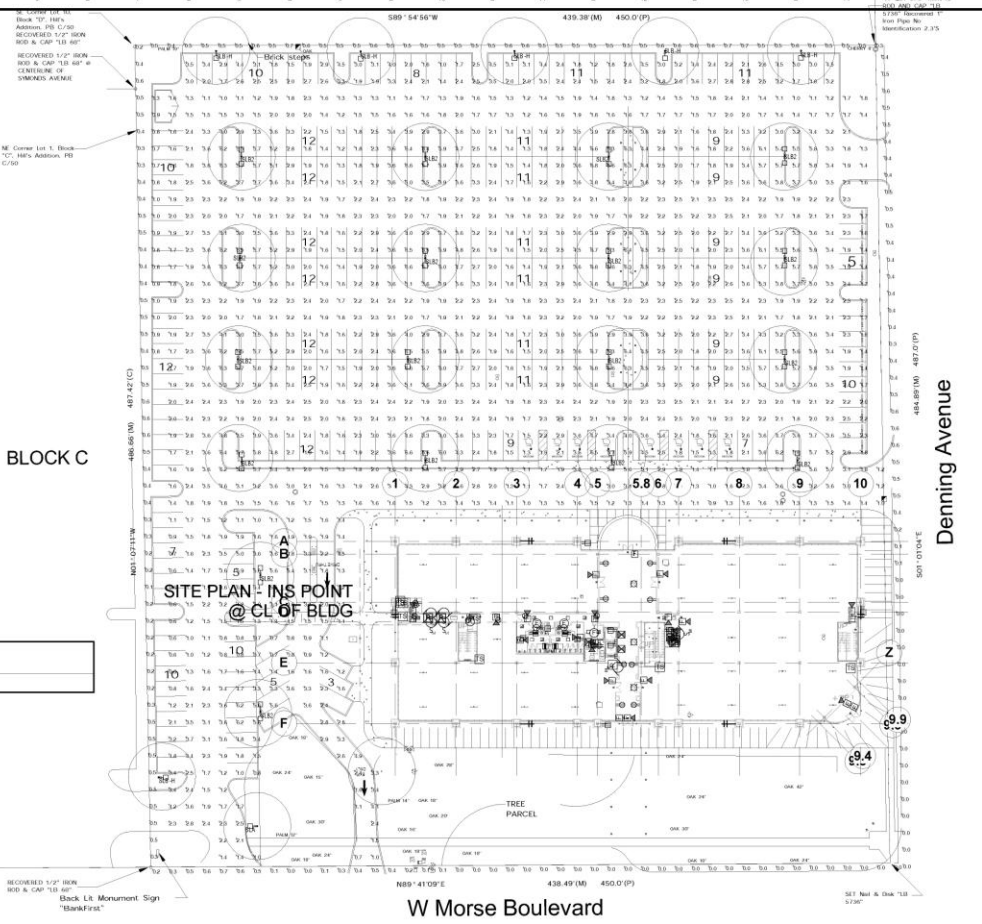
DRC SITE LIGHTING FIXTURE SCHEDULE						
SYMBOL	LABEL	MANUF. PART NUMBER	MOUNTING	ULF	LAMP	REMARKS
○	SLA	LITHONIA KSP1 150W R4C	POLE MOUNTED @ ZDA.F.F.	1.5	(1) 150W MR-PB	FULL CUTOFF
○	SLB	LITHONIA KSP1 150W R3	POLE MOUNTED @ ZDA.F.F.	1.5	(1) 150W MR-PB	FULL CUTOFF
○	SLB4	LITHONIA KSP1 150W R3H4	POLE MOUNTED @ ZDA.F.F.	1.5	(1) 150W MR-PB	FULL CUTOFF HORIZONTAL SHEILD
○	SLB2	LITHONIA KSP1 150W R3	POLE MOUNTED @ ZDA.F.F.	1.5	(1) 150W MR-PB	FULL CUTOFF

STANDARDS FOR EXTERIOR LIGHTING		
CRITERIA	CITY REQUIREMENTS	ACTUAL INPUT
FIXTURE STYLE	FULL CUTOFF	FULL CUTOFF
LAMP SOURCE (METAL HALIDE OR COMPACT FLUORESCENT OR)	YES	YES
LIGHT SOURCE IN CROUF (B-D OR HPS)	YES	NO
MAX WATTAGE	400 WATTS	150 WATTS
LAMP ORIENTATION (HORIZONTAL)	PREFERRED	HORIZONTAL
FLAT LENS	REQUIRED	YES
MAX F.C. 30' FROM THE POLE (SHOWN RADIUS)	3:8	3:8
MAX F.C. - PROPERTY LINE AT REE	0:5	0:5
MAX F.C. - PROPERTY LINE @ COMM	1:0	1:0
MIN FOOTCANDLES	0:8	0:8
MAX HEIGHT/FIXTURE OF POLE/SHAW GRADE	18 FOOT	28 FOOT
LIGHT LOSS FACTOR - ULF	1.0 MAINTAINED	1.0 MAINTAINED

CALCULATION SUMMARY				
ZONE	UNIT	AVG.	MAX.	MAXIMUM
PROPERTY LINE	FC	0.33	0.7	NA
PARKING LOT	FC	2.72	6.8	11.33

F1 DRC LIGHTING FIXTURE SCHEDULE
12" = 1'-0"

A1 DRC ELECTRICAL SITE PLAN
1" = 30'-0"



255 South Orange Avenue
Suite 1600
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528-300015 T14100-11000

Wayne Edward Alred, P.E. - FL #45800
CNL - MORSE BLVD. OFFICE BUILDING

Hunton Brady
ARCHITECTS

DATE	SUBMISSION	NO.
	DESIGN DEV. PROGRESS	

DRC ELECTRICAL SITE PLAN

PROJ. NO. C-10009-000 SHEET
DRAWN: RMC
E102