



# city commission agenda

## Regular Meeting

September 24, 2012  
3:30 p.m.  
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](http://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 Reverend Talia Raymond, First Congregational Church Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	
	a. Proclamation - National Falls Prevention Awareness Month (Fire-Rescue)	5 minutes
	b. <a href="#">Civil Service Board appointment</a>	
5	City Manager's Report	Projected Time
	a. Hannibal Square Community Land Trust Project Update	5 minutes
6	City Attorney's Report	Projected Time
7	Non-Action Items	Projected Time



<b>8</b>	<b>Citizen Comments   5 p.m. or soon thereafter</b> <b>(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)</b> (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
<b>9</b>	<b>Consent Agenda</b> a. Approve the minutes of 9/10/2012. b. Approve contract renewal and subsequent purchase order with Cigna Group Insurance for RFP-19-2008 Group Term Life, AD&D, Voluntary Term Life for Employee, Spouse and Children, Long Term Disability, and Voluntary Short Term Disability; and authorize the Mayor to execute the renewal package documents; \$123,678.00. c. Approve the CPI index rate increase for Waste Pro to be effective October 1, 2012.	<b>Projected Time</b>  5 minutes
<b>10</b>	<b>Action Items Requiring Discussion</b> a. Water and sewer rate study	<b>Projected Time</b> 30 minutes
<b>11</b>	<b>Budget Public Hearings (Must be held after 5:00 p.m.)</b> a. <b>Ordinance</b> -Adopting the millage rate (2) b. <b>Ordinance</b> -Adopting the FY 2013 annual budget (2)	<b>Projected Time</b> 20 minutes total
<b>12</b>	<b>Public Hearings</b> a. <u>Request of the City of Winter Park:</u> - <b>Ordinance</b> - Amending Chapter 58 "Land Development Code", Section 58-65 "R-1AAA Lakefront District" and Section 58-66 "R-1AA and R-1A Districts" by adding a special side setback option for narrow lots (2)  b. <u>Request of Rex-Tibbs Construction, Co, Inc. for the property at 271 N. Pennsylvania Avenue:</u> - <b>Ordinance</b> - Amending the Comprehensive Plan Future Land Use Map to change the designation of Commercial to Medium Density Residential (1) - <b>Ordinance</b> - Changing the existing zoning designation of Commercial (C-3) District to Medium Density Residential (R-3) District (1) - Subdivision approval to split the property into three lots for three attached fee simple townhomes and providing for the establishment of special setbacks for the three lots  c. <u>Request of Winter Park Town Center Development LLC for the property located at 940 W. Canton Avenue:</u> - <b>Ordinance</b> - Changing the Comprehensive Plan Future Land Use Map Designation from Office to High Density Residential; a text change to change the property's designation on the maximum height map from a maximum three stories to a maximum four stories; and to add a new policy for residential density allowance (1)	<b>Projected Time</b>  10 minutes  30 minutes  45 minutes



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|---|------------|
| <ul style="list-style-type: none"> <li>- <b>Ordinance</b> – Changing the zoning designation from Office (O-1) to Multi-Family (High Density R-4) District, and to change the property’s designation on the maximum height map from a maximum three stories to a maximum four stories (1)</li> <li>- Conditional use approval to construct a four story, 206 unit residential project and to construct a parking garage of approximately 300 spaces</li> </ul> | 15 minutes |
| <p>d. <b>Resolution</b> – Rescinding the designation of 520 N. Interlachen Avenue as a historic landmark property.</p>  | 20 minutes |
| <p>e. <u>Request from New Hope Baptist Church (274 N. Capen Avenue):</u></p> <ul style="list-style-type: none"> <li>- Conditional use approval to add two buildings to their property and to use the modular classroom buildings for a children’s daycare facility.</li> </ul>  | 45 minutes |
| <p>f. <u>Request of the City of Winter Park:</u></p> <ul style="list-style-type: none"> <li>- <b>Ordinance</b> - Amending Section 62-77 of the code and adding new Section 62-79, to promote public peace and order in single family home residential areas (2)</li> </ul>  |            |

### 13 City Commission Reports

- a. Commissioner Leary
- b. Commissioner Sprinkel
- c. Commissioner Cooper
- d. Commissioner McMacken
- e. Mayor Bradley
  - 1. Cell phones for official business

### Projected Time

10 minutes each

NOTE: TIME PERMITTING, AN EXECUTIVE SESSSION WILL BE HELD AFTER THE REGULAR COMMISSION MEETING REGARDING COLLECTIVE BARGAINING.

## 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 - September 24, 2012

ID	First Name	Last Name	City Resident	Property Owner	Public Official	City Employee	Board One	Board One Skills	Board Two
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## CIVIL SERVICE BOARD

Appoint to Civil Service Board till									
1 2013	Kip	Marchman	Yes	Yes	Former	No		Civil Service Board	





# city commission city manager's report

item type City Manager's Report

meeting date September 24, 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
Budget	The Proposed Budget was presented to the City Commission on July 9 <sup>th</sup> . Changes were proposed by Commissioners in August. The final budget will be adopted in September	September 2012
Electric Undergrounding Project	Utilities Advisory Board is holding special meetings to consider various policy issues re: undergrounding. Expect to bring to Commission soon	October 2012
Tree Preservation Ordinance	Scheduled forum on Proposed Tree Ordinance for October 9 <sup>th</sup> at 6:00 p.m. Commission Chambers	November 2012
City Hall Renovation	East wing and site work completed. West wing interior update underway. Anticipate completion by November 30 <sup>th</sup> .	November 2012
Lee Road Median Update	The landscape, irrigation, and traffic plan sheets are completed and signed and sealed by a Landscape Architect. There is a maintenance schedule that must be included and the Landscape Architect will sign and seal by September 21 <sup>st</sup> . After the signing of all the documents, the plan will be delivered to the FDOT Oviedo Maintenance office.	



Fairbanks Improvement Project	<p>Contract has been awarded to Masci General Contractor, Inc. Preliminary submittals and planning underway. Meeting with Progress Energy to discuss impact of undergrounding power lines between 17-92 &amp; I-4.</p> <p>Project website has been set up at <a href="http://www.cityofwinterpark.org/fairbanks">www.cityofwinterpark.org/fairbanks</a></p>	<p><u>Construction Project</u> Notice to proceed issued to Contractor September 16<sup>th</sup>, 2013</p> <p><u>Communication Notices</u></p> <ul style="list-style-type: none"> <li>• September 26<sup>th</sup> info meeting from 6-8pm WPCC</li> <li>• Post card inviting 1,100 people received by end of this week</li> <li>• Fairbanks info flyer in homes/businesses this week</li> <li>• Contractor working on final Right-of-Way authorizations from FDOT and Orange County</li> </ul>
Parking Study Alford Inn	Consultant is about 50% complete on the study. Expect a draft in late August. Staff will be arranging meetings with the residents on Alexander Place, with Jim Campesi, owner/rep. for of the Villa Siena condos and the Rollins College to vet the proposals and recommendation. Expect the results to be ready for City Commission review in late September but with budget on agenda perhaps the first meeting in October.	October 2012
Tree Team Updates	The Tree Team continues to work on the Urban Forestry Management Plan. A tree condition analysis was completed and we are currently awaiting report.	November 2012
Wayfinding Signs	Nearly all non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues. Anticipate permitting to be completed by October 30 <sup>th</sup> .	October 2012
125th Anniversary Celebration	<p style="text-align: center;"><b><u>OCTOBER EVENTS</u></b></p> <p>4<sup>th</sup> 5 p.m. – 7 p.m. <b>Winter Park and Rollins College: 125 Years of Memories Opening Reception</b> Presented by Rollins College; Winter Park Welcome Center</p> <p>12<sup>th</sup> 8 a.m. – 10 a.m. <b>125th Anniversary Prayer Breakfast &amp; Service</b> Hosted by the First Congregational Church</p> <p>8 a.m. – 11 a.m. <b>Winter Park Police Department - 125<sup>th</sup> Anniversary Celebration &amp; Annual Department Meeting;</b> Winter Park Community Center</p>	



	<p>12<sup>th</sup> 2 p.m.  <b>1887 Ergood Hall Incorporation Meeting</b> Outside Penzeys Spices, corner of Morse Blvd. &amp; Park Ave.</p> <p>5:30 p.m. – 10 p.m.  <b>Winter Park Historical Association's Peacock Ball</b> Presented by Rollins College; Central Park West Meadow</p> <p>13<sup>th</sup> 11 a.m.  <b>39th annual Winter Park Autumn Art Festival</b> Presented by the Winter Park Chamber of Commerce; Sing Happy Birthday to the city and enjoy a piece of the city's 125th birthday cake compliments of The Flour Shop</p> <p>20<sup>th</sup> 6 p.m.  <b>Harriett's Park Avenue Fashion Week Runway Show</b> Featuring 1887 period clothing and honoring the city's 125th Anniversary as part of the Emerging Designer Contest; Central Park West Meadow</p>	
ULI Fairbanks Avenue TAP	The two-day workshop held at the Community Center on June 18th and 19th. A presentation was made to the Community on June 19th based on the team's recommendations. A report was submitted and presentation/discussion with Commission is scheduled for October.	October 2012
Strategic Plan	Discussion scheduled for October 8 <sup>th</sup> meeting.	
Post Office Discussions	Received letter from USPS on August 6, 2012 regarding right of first refusal. No action at this time.	
Organizational Support	A meeting is being scheduled with the City Commission for October.	December 2012
Utility Billing/Recurring credit cards	Install to commence on September 28 <sup>th</sup> November launch to customers.	November 2012
Back Yard Chicken Initiative	Discussion being planned with Keep Winter Park Beautiful/Sustainability Advisory Board	

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.



**REGULAR MEETING OF THE CITY COMMISSION**  
**September 10, 2012**

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

The invocation was provided by Reverend Jim Govatos, Aloma United Methodist Church, followed by the Pledge of Allegiance.

Members present:

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

Also present:

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

**Approval of the agenda**

Mayor Bradley reminded everyone that the City will hold a special ceremony to dedicate the Winter Park Fallen Hero's Memorial located at the entrances to the Public Safety Facility and encouraged everyone to attend tomorrow, September 11 at 2:00 p.m.

**Motion made by Commissioner McMacken for the acceptance of the agenda; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.**

**Mayor's Report**

- a. Presentation – Orange County Property Appraiser Bill Donegan - how the amendments coming before the voters in November can impact the City's tax base

Orange County Property Appraiser Bill Donegan provided a PowerPoint presentation regarding 5 of the 11 constitutional amendments that relate to assessments and exemptions that will be on the November 2012 ballot and how they affect the City. A copy of the PowerPoint presentation is on the City's website.

- b. Board appointments:

- Keep Winter Park Beautiful and Sustainable Advisory Board (to replace Kelda Senior who resigned): Mayor Bradley advised that he will be making this appointment at an upcoming meeting.



- Code Enforcement Board (alternate)
- Tree Preservation Board (move regular member to alternate)

**Motion made by Mayor Bradley to appoint Camille Goodin who is currently the alternate on the Tree Preservation Board to the Code Enforcement Board as the alternate and to appoint Christine Menkin who was the last person appointed to the Tree Preservation Board to the alternate position on the Tree Preservation Board; seconded by Commissioner Cooper and approved unanimously with a 5-0 vote.**

Mayor Bradley noted that Dave Johnston who served on the Civil Service Board just resigned and that he will be making this appointment at an upcoming meeting.

**City Manager's Report:**

- a. Schedule discussion of strategic plan

City Manager Knight asked for direction. A majority of the Commission agreed to add this item to the October 8 agenda for a 60 minute discussion.

- b. Schedule public hearing regarding the tree ordinance

City Manager Knight asked for direction as to the scheduling of the tree ordinance. Commission discussion ensued regarding the need to educate the community regarding the existing tree ordinance and the proposed tree ordinance in a town hall type atmosphere which would include an open public forum discussion.

A majority of the Commission agreed to defer the ordinance to October 22 and in the meantime for City Manager Knight and staff to schedule a public forum meeting prior to October 22. The request was acknowledged.

**City Attorney's Report**

No items.

**Non-Action Item**

- a. Financial Report – July 2012

Finance Director Wes Hamil provided the Financial Report for July 2012 and answered questions of the Commission.

Mayor Bradley asked that a graph be created showing what the electric debts were, where they came from and how the utility was able to pay the debt back. The request was acknowledged.



**Motion made by Commissioner Sprinkel to accept the financial report as presented; seconded by Commissioner McMacken and approved unanimously with a 5-0 vote.**

**Consent Agenda**

- a. Approve the minutes of 8/27/2012.
- b. Approve the following contract:
  - 1. Amendment 2 for Emergency Debris Management Services (RFP-16-2010) with Ceres Environmental and authorize the Mayor to execute the Amendment.
- c. Approve the amendment of the Purchasing Policies & Procedures Manual to incorporate the Local Preference Policy (Section XXII) and updates of Florida Statutes as a result of 2011 and 2012 legislative changes.

**Motion made by Commissioner McMacken to approve the Consent Agenda; seconded by Commissioner Leary and carried unanimously with a 5-0 vote.**

**Action Items Requiring Discussion**

- a. CBS Outdoor Billboard Agreement

Planning Director Jeff Briggs presented the item and explained that the property at 600 Lee Road has been acquired by FDOT as part of the I-4 project. As part of that condemnation settlement there remains on this property an existing I-4 facing billboard sign owned by CBS Outdoor and their permanent easement for the sign. CBS Outdoor desires to demolish that existing static face billboard and rebuild a new digital billboard as a replacement. FDOT has submitted the required voluntary annexation petition.

City Manager Knight and Planning staff have negotiated an agreement with CBS Outdoor that will require CBS Outdoor to remove three (3) existing billboard signs in other locations in the City in order to replace and convert the existing billboard to a digital sign (on both faces). The new I-4 billboard will be the same size as the existing billboard in terms of square footage (672 sq. ft.) but it will be taller in order to improve its visibility along I-4.

As compensation for this new I-4 digital billboard, CBS Outdoor has agreed to remove three (3) existing billboard signs at 1566 W. Fairbanks, 1700 W. Fairbanks and at 2170 W. Fairbanks Avenue. This should be a major accomplishment in the City's goal of improving the gateway appearance of the Fairbanks Avenue corridor.

Attorney Brown provided clarity regarding the multiple approvals in one motion. He explained that the annexation piece of this is a business term of the overall agreement and will come to the Commission at a later date as an ordinance.



**Motion made by Commissioner Cooper to approve the staff recommendation to move forward as listed in their recommendation with #1 that talks about the agreement and #2 that says move forward with steps to accomplish an annexation (#1. The City Attorney's approval of the Agreement with CBS Outdoor and authorization for the Mayor to execute based upon the City Attorney's approval; #2. Direction for the staff to proceed with the implementation steps including the annexation of 600 Lee Road and the request to Orange County for the Inter-local Agreement); seconded by Commissioner Sprinkel.**

Mr. Briggs and Attorney Brown answered questions. There was a brief discussion as to whether or not this is a fair swap.

**Upon a roll call vote, Mayor Bradley and Commissioners Sprinkel and Cooper voted yes. Commissioners Leary and McMacken voted no. The motion carried with a 3-2 vote.** Commissioner Leary disagreed with the height and the number of sides of the billboards and wanted to be sure this was a fair swap and that we were getting a fair market deal. Commissioner McMacken was unsure whether this is a fair swap.

b. Report on quiet zones (from August 28 meeting)

Assistant Public Works Director Don Marcotte provided a PowerPoint presentation including general information on quiet zones, the status (Winter Park, Orlando and Maitland), evaluation report, costs/funding and the next steps to follow. Mr. Marcotte answered questions including supplementary versus alternative safety measure options.

Myra Monreal, P.E. with the City of Orlando provided a brief overview of what the City of Orlando is doing, the analysis they performed including cost estimates and how they achieved their goal in choosing the supplementary safety measure option.

**Motion made by Mayor Bradley that City staff bring back to the Commission a recommendation on the costs and what next steps would be on our quiet zones by the second meeting in October with the goal of trying to meet a January 2013 if we approve that from a financial standpoint; seconded by Commissioner McMacken.** No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

**Public comments**

Paul Vonderheide, 100 East Rockwood Way, spoke in opposition of the proposed ban on peaceful protests in the City.



Joe Terranova, 151 North Virginia Avenue, commented about the timeframe for the undergrounding plan and his belief that it can be done in 15 years. He suggested that it be adopted in their next Strategic Plan meeting as a fixed target date.

A recess was taken from 5:15 p.m. to 5:32 p.m.

### **BUDGET PUBLIC HEARINGS:**

Mayor Bradley opened the public hearing and read into the record the following: "The millage rate needed for fiscal year 2013 to generate the same property tax revenue for the City as in 2012, based on the Property Appraiser's certification, is 4.1216 mills. The budget proposed by the staff with amendments generally agreed to by the City Commission requires a millage of 4.0923 mills. This proposed millage of 4.0923 mills would represent a decrease in property taxes not counting new construction and the City's dedicated increment value payment to the Community Redevelopment Agency of .71%. In addition, a .1051 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2004 approved by the citizens of Winter Park at the June 4, 1996 bond referendum, and a .2209 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2011 approved by the citizens of Winter Park at the May 16, 2000 bond referendum."

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

- a. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .1051 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .2209 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011 First reading

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

- b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, AFFORDABLE HOUSING FUND, COMMUNITY REDEVELOPMENT FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND



STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2012; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY. First reading

Discussion ensued regarding the two options presented in the staff report to fund \$20,000 toward the Keep Winter Park Beautiful and Sustainable Advisory Board staff liaison position, to fund \$70,000 toward a geo-thermal heating system for the Cady Way Pool, and to update the City's Capital Improvement Program.

The following public comments were made regarding the budget:

Nancy Shutts, 2010 Brandywine Drive, asked to consider adding an additional \$100,000 to be used in the tree fund to maintain the existing tree canopy.

Paul Vonder Heide, 100 East Rockwood Way, recommended that the Commission not approve funding for several items including government surveillance cameras.

**Motion by Commissioner Leary to accept the ordinance on first reading of the budget with option 1 as stated in regards to the Keep Winter Park Beautiful Board (Have KWPB&SAB fund \$20,000 toward the re-landscaping at the Civic Center instead of the liaison salary. The re-landscaping is currently part of the General Parks Major Maintenance budget. The city would then pick up the total cost of the liaison in FY13 but its transfer to the CIP would be reduced by the same amount. In subsequent years the City would fund the liaison out of general revenues and KWPB&SAB fund raising funds can be used for other city approved beautification projects.); and option 1 for the Cady Way Pool project (The City currently has \$180,500 remaining in the current year (FY12) General Fund Contingency with less than a month to go until year end. \$70,000 of that could be transferred to the Cady Way Pool project); seconded by Mayor Bradley.**

**Motion amended by Commissioner Cooper that our Capital Improvements Program also show our commitment to the acquisition of the post office property (Central Park) under other long term needs with a dollar value of \$3 million; seconded by Commissioner McMacken.** A brief discussion followed about possibly needing additional funds to trim street canopy trees. No public comments were made. **Upon a roll call vote on the amendment, Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.**

**Motion amended by Commissioner Cooper to add \$100,000 into the budget for additional street canopy tree trimming (to come from reserves). Motion failed for lack of a second.**



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

**Public Hearings**

a. Request of Mi Tomatina Restaurant:

ORDINANCE NO. 2882-12: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-86 "OFF-STREET PARKING REGULATIONS" TO EXPAND THE HANNIBAL SQUARE PARKING EXCLUSION DISTRICT TO INCLUDE THE PROPERTY AT 433 W. NEW ENGLAND AVENUE, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title.

**Motion made by Commissioner Leary to adopt the ordinance; seconded by Commissioner Sprinkel.** Commissioner McMacken noted that the parking allocation information has not been submitted to date from Dan Bellows as requested. Planning Director Jeff Briggs advised that if Mr. Bellows is having difficulty providing the parking tabulation that staff will provide the information within 30 days. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion unanimously carried with a 5-0 vote.**

b. ORDINANCE NO. 2878-12: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF WINTER PARK, SECTION 1.02, "CORPORATE LIMITS DESCRIBED" SO AS TO ANNEX THE PROPERTY AT 656 OVERSPIN DRIVE, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

Attorney Brown read the ordinance by title.

Mr. Briggs provided an update regarding the request for annexation. He explained that the property owner withdrew the request to establish Commercial zoning on this lot so it was removed from the P&Z agenda for tonight's meeting. Mr. Briggs advised that this property has a residential designation in the Orange County Comprehensive Plan that will stay in place so the request tonight is for annexation only.

**Motion made by Commissioner Leary to adopt the ordinance; seconded by Commissioner Cooper.** No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

c. ORDINANCE NO. 2879-12: AN ORDINANCE OF THE CITY OF WINTER PARK,



FLORIDA AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF WINTER PARK, SECTION 1.02, "CORPORATE LIMITS DESCRIBED" SO AS TO ANNEX THE PROPERTY AT 600 BAFFIE AVENUE AND THE EAST HALF OF THE ADJACENT RIGHT-OF-WAY OF BAFFIE AVENUE, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

Attorney Brown read the ordinance by title. Planning Director Jeff Briggs submitted a letter from Orange County dated September 10, 2012 to the Deputy City Clerk in support of consistency with the annexation (see attached). Mr. Briggs provided an aerial map showing the property is contiguous and that the request tonight is for annexation only. Mr. Briggs and Attorney Brown answered questions.

**Motion made by Commissioner Cooper to deny the ordinance; seconded by Commissioner McMacken.** No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion to deny failed with a 3-2 vote.**

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

Phillip Tatich, 901 Golfview Terrace, spoke on behalf of Nort Northam in opposition of the annexation and presented his case saying the property is not conterminous, nor is it contiguous.

Attorney Brown provided legal counsel regarding the request and the item presented by Mr. Tatich regarding proof of contiguity.

Attorney Trippe Cheek advised that Orange County, City staff and the City Attorney agreed that this property meets the standard contiguity.

**Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.** Commissioners Cooper and McMacken expressed the same concerns they raised at the previous meeting.

A recess was taken from 7:00 p.m. to 7:10 p.m.

- d. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA; AMENDING SECTION 62-77 OF THE MUNICIPAL CODE AND ADDING NEW SECTION 62-79, TO PROMOTE PUBLIC PEACE AND ORDER IN RESIDENTIAL AREAS AND TO PROMOTE THE IMPORTANT VALUE OF TRANQUIL AND HARMONIOUS NEIGHBORHOODS IN THE CITY OF WINTER PARK BY REGULATING WITHIN A DEFINED BUFFER AREA ALL PICKETING, REGARDLESS OF THE CONTENT OF THE COMMUNICATION, AND ALLOWING A RESIDENT TO POST A "NO LOITERING" SIGN ON HIS OR HER PROPERTY WHEN A PROTEST OR PICKETING ACTIVITY IS OCCURRING ON A SIDEWALK, RIGHT-OF-WAY, STREET OR OTHER PUBLIC AREA ABUTTING THE SUBJECT PRIVATE PROPERTY OR WITHIN THE DEFINED BUFFER;



PROVIDING FOR ALTERNATIVE AREAS FOR PROTEST AND PICKETING; PROVIDING FOR ENFORCEMENT; PROVIDING A SAVINGS CLAUSE AND SEVERABILITY; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title and clarified that there was a slight amendment to the ordinance regarding the definition of dwelling unit and provided copies to the Commission and to the Deputy City Clerk. He answered questions relating to the existing ordinance that prohibits loitering and clarified the language in the proposed ordinance and how they differ. He addressed buffer areas, sidewalk easements, and the displaying of no loitering signs.

**Motion by Commissioner McMacken to accept the ordinance on first reading; seconded by Commissioner Sprinkel.**

The following spoke in opposition:

Jay Rogers, 3083 Bloomsbury Drive, Kissimmee  
Brian Denham, 5026 Hidden Springs Boulevard, Orlando  
David Risler, 1959 Ranchland Trail, Longwood  
Daniel Stone, 1438 Sunset Lane, Casselberry

The following spoke in favor:

James Fisher, 2210 Coldstream Drive  
Andrew Tosh, 1470 Aloma Avenue  
Cirely Scheiner-Fisher, 2210 Coldstream Drive

Attorney Brown provided legal counsel concerning some of the issues mentioned as part of the public comments.

Mayor Bradley explained that he will not be supporting this item even though he understands the need for public safety; however, he cannot get around our Constitution on this matter or stop free speech.

**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.**

e. Adoption of the Fee Schedule effective October 1, 2012.

**Motion made by Commissioner Sprinkel to table the fee schedule for tonight** (Commissioner Sprinkel explained that she would like to defer this topic until they have resolved the tree ordinance since it affects the fee schedule); **seconded by Commissioner Leary. 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.**



**City Commission Reports:**

a. Commissioner Leary - No items to report.

b. Commissioner Sprinkel

1. Commissioner Sprinkel said there were over 2,200 people that attended the "Pink Out" event in Winter Park for breast cancer awareness in Central Park last week and that it was a great event.

2. Commissioner Sprinkel reminded the Commission that they need to have a discussion on how they are going to manage the disbursement of funds to outside organizations on a quarterly basis. City Manager Knight said it is his understanding that staff will schedule a meeting and those individuals that want to participate will attend. He advised that he will send notice of the meeting to the Commission.

c. Commissioner Cooper - No items to report.

d. Commissioner McMacken

1. Commissioner McMacken said recently they received positive information on the decision regarding pensions and would like to discuss it sometime in the near future. A majority of the Commission agreed to add the item to the end of the next agenda, time permitting.

e. Mayor Bradley

1. Mayor Bradley asked everyone to remember those who have given their lives for us, specifically in our Fire and Police Departments.

The meeting adjourned at 7:57 p.m.

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Mayor Kenneth W. Bradley

ATTEST:

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City Clerk Cynthia S. Bonham





# city commission agenda item

item type	Consent Agenda	meeting date	September 24, 2012
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

## Contracts

	vendor	item   background	fiscal impact	motion   recommendation
1.	Cigna Group Insurance	Contract Renewal for RFP-19-2008 Group Term Life, AD&D, Voluntary Term Life for Employee, Spouse and Children, Long Term Disability, and Voluntary Short Term Disability	A total of \$123,678.00 has been included in the FY13 budget.	Commission approve contract renewal and subsequent Purchase Order with Cigna Group Insurance for RFP-19-2008 Group Term Life, AD&D, Voluntary Term Life for Employee, Spouse and Children, Long Term Disability, and Voluntary Short Term Disability and authorize the Mayor to execute the Renewal Package documents.

The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded on July 14, 2008 for a period of two (2) years with options to renew. The renewal is for the plan year October 1, 2012 through September 30, 2014.





# city commission agenda item

item type	Consent Agenda	meeting date	September 24, 2012
prepared by	Wes Hamil	approved by	<input checked="" type="checkbox"/> City Manager
department	Finance		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
			final vote

## subject

Adjustment to solid waste collection rates for Waste Pro and the City.

## motion | recommendation

Approve proposed rates for Waste Pro and retail rates for the City to be effective October 1, 2012.

## background

Waste Pro has requested a CPI adjustment in accordance with their contract. The attached adjustment is based on changes in applicable CPI indexes from August 2011 to August 2012. In March 2012 the Commission approved rate adjustments with Waste Pro that got us to the correct rates as if CPI indexes had been applied through August 2011.

The attached computation gives us the rate adjustments based on CPI changes from August 2011 to August 2012. The increase is 1.619%. We plan to continue with this pattern to give us new rates for each October 1.

## alternatives | other considerations

## fiscal impact

We are proposing to increase the City's retail rates by the same dollar amount as we are increasing Waste Pro's rates. There should be a minimal net impact to the City's finances.

## long-term impact

## strategic objective

Quality government services and financial security



**OCTOBER 1, 2012 CPI ADJUSTMENT:**

**Fuel component:**

Average diesel for Lower Atlantic for August 2012	3.918
Average diesel for Lower Atlantic for August 2011	3.837

Increase	2.111%
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Adjustment to Waste Pro Rates (assuming fuel is 10% of operational costs)	0.211%
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**Non-fuel component:**

July 2012 CPI	223.919
August 2011 CPI	220.471

Increase	1.564%
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Adjustment to Waste Pro Rates (assuming non-fuel is 90% of operational costs)	1.408%
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<b>Total CPI increase</b>	<b><u>1.619%</u></b>
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# Waste Pro Rates

				Rates to Become Effective October 1, 2012	Current Rates	Dollar Increase	Percentage Increase
		Current Rates	Increase at 1.619%				
Residential	2x1x1 with recycling bins	16.95	0.27	17.22	16.95	0.27	1.61%
Residential	2x1x1 with recycling cart	25.82	0.42	26.24	25.82	0.42	1.63%
Residential	Curbside service with additional recycling cart	19.52	0.32	19.84	19.52	0.32	1.64%
Residential	Multi-family residential curbside service	16.95	0.27	17.22	16.95	0.27	1.61%
Residential	Each cart above two one time maintenance fee	74.43	1.20	75.64	74.43	1.21	1.62%
Residential	Bulk Per Item	28.63	0.46	29.09			
Residential	Bulk up to 2 yards	76.91	1.24	78.15			
Residential	Bulk each additional yard	32.05	0.52	32.57			
Residential	Bulk Yard Waste over 3 yards (per yard)	11.45	0.19	11.64			
Commercial	Cart service (per cart)	29.50	0.48	29.98	29.50	0.48	1.61%
Commercial	Minimum service charge	29.50	0.48	29.98	29.50	0.48	1.61%
Commercial Front Load	Loose per yard	6.83	0.11	6.94			
Commercial Front Load	Compacted per yard	18.14	0.29	18.43			
Commercial Front Load	Extra pick up per yard	17.04	0.28	17.32			
Commercial Front Load	Extra pick up per yard compacted	45.35	0.73	46.08			
Commercial Front Load	Lease fee for compactor	303.46	4.91	308.37			
Commercial Front Load	Wheels	40.08	0.65	40.73			
Commercial Front Load	Locks	28.63	0.46	29.09			
Roll-Off (C&D)	Pull Charge 20 yards	343.53	5.56	349.10			
Roll-Off (C&D)	Pull Charge 30 yards	400.79	6.49	407.28			
Roll-Off (C&D)	Pull Charge 40 yards	458.05	7.41	465.46			
Roll-Off (Class 1 & 3)	Pull Charge	229.02	3.71	232.73			
Roll-Off Lease Fee (Open Top)	15 yards	91.61	1.48	93.09			
Roll-Off Lease Fee (Open Top)	20 yards	91.61	1.48	93.09			
Roll-Off Lease Fee (Open Top)	30 yards	91.61	1.48	93.09			
Roll-Off Lease Fee (Open Top)	40 yards	91.61	1.48	93.09			
Receiver	30 yards	200.40	3.24	203.64			
Receiver Box Lease Fee	40 yards	200.40	3.24	203.64			
Compactor Lease Fee	15 yards	515.30	8.34	523.64			
Compactor Lease Fee	20 yards	515.30	8.34	523.64			
Compactor Lease Fee	30 yards	515.30	8.34	523.64			
Compactor Lease Fee	40 yards	515.30	8.34	523.64			
Deliver Charge	Open Tops & Compactors	91.61	1.48	93.09			



### City Retail Rates

	<b>Current Rates</b>	<b>Increase at 1.619%</b>	<b>Rates to Become Effective October 1, 2012</b>	<b>Current Rates</b>	<b>Dollar Increase</b>	<b>Percentage Increase</b>
Commercial curbside service	30.24	0.48	30.72	30.24	0.48	1.57%
Residential service with an additional recycling cart	2.58	0.04	2.62	2.58	0.04	1.48%
Residential curbside service	17.70	0.27	17.97	17.70	0.27	1.54%
Multi-family residential curbside service	17.70	0.27	17.97	17.70	0.27	1.54%
Additional cart maintenance fee for each garbage cart above two	74.43	1.20	75.64	74.41	1.23	1.65%
Residential bulk pickup (up to two cubic yards)	76.91	1.24	78.15	76.91	1.24	1.61%
Each additional cubic yard above two	32.05	0.52	32.57	32.05	0.52	1.62%
Bulk yard waste in excess of three yards (each additional yard)	11.45	0.19	11.64	11.45	0.19	1.62%



**ORDINANCE NO. 2768-09**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA GRANTING A RESIDENTIAL, COMMERCIAL AND CONSTRUCTION SOLID WASTE COLLECTION FRANCHISE TO WASTE PRO OF FLORIDA, INC.; PROVIDING TERMS, CONDITIONS AND OTHER PROVISIONS; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Winter Park, Florida (the "city") has previously granted a franchise for the collection of solid waste materials from residential and commercial establishments within the city, the term of which franchise expired April 30, 2009; and

**WHEREAS**, the city, pursuant to the authority granted by Article VIII, Section 2, Florida Constitution (1968, as amended), Section 166.021, Florida Statutes, Section 180.14, Florida Statutes, and Chapter 403, Part IV, Florida Statutes, may grant to private companies or corporations the privilege or franchise for the collection and disposal of garbage and other solid waste, for such term of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the City; and

**WHEREAS**, Section 2.11 (b) (4) of the Charter of the city authorizes the granting, renewing or extending of a franchise; and

**WHEREAS**, the city has requested proposals for solid waste collection within the city,

**WHEREAS**, after due and proper review, evaluation, and consideration of the proposals submitted, the city finds that it is expedient and in the best interest of the city to award a franchise to Waste Pro of Florida, Inc. a Florida corporation, for the collection and disposal of bulk trash, refuse, vegetative waste, recyclable materials, white goods, and construction and demolition debris from residents, businesses, and other entities within the municipal boundaries of the City of Winter Park;

NOW, THEREFORE, be it enacted by the people of the City of Winter Park as follows:

**SOLID WASTE COLLECTION FRANCHISE**

**Section 1. Grant of franchise.**

That there is hereby granted to Waste Pro of Florida, Inc. (herein called the "Franchisee"), its successors and assigns, the exclusive right, privilege or franchise to collect garbage, refuse, trash and other solid waste materials from residential and commercial establishments within the City of Winter Park, Orange County, Florida.

**Section 2. Exclusive right.**

So long as franchisee shall perform the services set forth herein, no other private refuse collector shall be permitted by the city to provide residential and commercial solid waste collection services within the city, except upon the prior written consent of the franchisee.



Section 3. Contract.

The franchise shall be carried out in accordance with the contract attached to this ordinance.

Section 4. Illegal provisions.

If any provision of the franchise shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

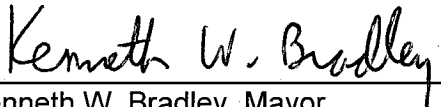
Section 5. Repeal.

All ordinances or portions thereof in conflict herewith are hereby repealed.


Section 6. Effective date.

This ordinance shall take effect immediately upon its final passage and adoption. The franchise herein created shall become effective as to the franchisee named herein on the date when the franchisee accepts the same in writing, which date shall not be more than thirty (30) days after the date of final 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 27<sup>th</sup> day of April, 2009.

  
Kenneth W. Bradley, Mayor

ATTEST:

  
Cynthia S. Bonham, City Clerk



## **SOLID WASTE AGREEMENT**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of May, 2009, by and between the **CITY OF WINTER PARK, FLORIDA**, a Florida Municipal Corporation, located at 401 Park Avenue South, Winter Park, Florida 32789 (hereinafter "City") and **WASTE PRO OF FLORIDA, INC.**, a Florida Corporation, located at 2101 West SR 434, Suite 301, Longwood, Florida 32779 (hereinafter "Contractor").

### **WITNESSETH:**

**WHEREAS**, there is an immediate and continuing need for the collection and disposal of bulk trash, refuse, vegetative waste, recyclable materials, white goods, and construction and demolition debris from residents, businesses, and other entities within the municipal boundaries of the City of Winter Park; and

**WHEREAS**, Contractor has the necessary equipment, personnel, and experience to properly perform the collection and disposal services described herein; and

**WHEREAS**, it appears to be in the best interests of the public health, safety, and welfare of the citizens of the City of Winter Park and its resident businesses and entities to award a franchise to Contractor to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials upon the terms and conditions more particularly described herein.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Contractor agree as hereinafter set forth:



## TECHNICAL SPECIFICATIONS

### SECTION 1. DEFINITIONS

#### 1. Definitions.

The following words and phrases contained in this Agreement shall have the meaning set forth in this section unless the context clearly indicates otherwise:

**Authorized Representative:** Person authorized to represent the City as designated by the City Manager.

**Bags:** Biodegradable or plastic sacks designed for solid waste with sufficient wall strength to maintain physical integrity when lifted from the tip, securely tied at the top for collection, with a capacity not to exceed thirty-two (32) gallons and a loaded weight not to exceed fifty (50) pounds.

**Bidder:** Any firm, corporation, organization, agency, or joint venture submitting a bid for the work proposed or its duly authorized representative.

**Bin:** Typical 18 gallon open top durable plastic container for residential recycling. Bins are uniform in color and fixed with a logo approved by the City Of Winter Park.

**Bulk Waste:** Any tangible item such as furniture, white goods, carpet, grills, lawn equipment, furnaces, bicycles, excluding motor vehicles (with exception of used tires), or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of garbage, yard waste, or rubbish. A customer at a residential unit in the Contractor's service area shall generate residential bulk waste from time to time or during moving in or out of unit. Carpet shall be no greater than 6' X 10', rolled and weigh less than 50 pounds.

**Cart:** Shall mean a plastic sixty-four (64) or ninety (96) gallon toter cart with wheels dumped mechanically by a collection vehicle and able to be serviced by Contractor.

**City:** The City of Winter Park under the direct supervision of the City Manager.

**City Commission:** The elected governing body of the City of Winter Park, Florida

**City Code or Code:** Shall mean the Code of Ordinances of the City of Winter Park, Florida.

**City's Project Manager:** The Project Manager has responsibility for the day-to-day administration of the resulting contract for the City and shall be the Water & Wastewater Utility Director or his/her designee.



**Collection and Disposal Service:** Shall mean the process whereby refuse, bulk trash, vegetative waste, or recyclable material is collected and transported for disposal by Contractor under this Agreement to a designated facility or some other approved disposal facility.

**Collection and Disposal Equipment:** Shall mean any vehicle and equipment that are used by Contractor to perform the collection and disposal service required by this Agreement including, but not limited to, all vehicles, mechanical containers, mechanical carts, and all other equipment.

**Collection Vehicle:** Shall mean any vehicle that is used by Contractor to perform the collection and disposal service required by this Agreement.

**Collection Regulations:** Shall mean any local, state, and federal laws and administrative rules that regulate any and all aspects of collection and disposal services, as may be in existence during the term of this Agreement.

**Commercial Service:** Collection and disposal service provided to business establishments, churches, schools, office buildings, restaurants and other commercial establishments.

**Commercial Trash:** Any and all accumulation of paper, rags, excelsior or other packing materials, furniture, appliances, wood, paper or cardboard boxes or containers, sweepings, and any other similar accumulation not included under the definition of garbage, generated by the operation of stores, offices, restaurants, and other commercial establishments. Commercial trash shall not include special waste.

**Complaint:** Shall mean verbal or written indication from a customer or the Authorized Representative of a problem with any aspect of the collection and disposal services provided by Contractor pursuant to this Agreement, whether or not the problem results in a service call by Contractor.

**Container:** Shall mean and include plastic or metal containers 2 cubic yards and greater dumped mechanically by a collection vehicle and able to be serviced by Contractor including, but not limited to, dumpsters, front load and compaction type containers. However, Mechanical container does not include mechanical carts.

**Construction and Demolition Debris:** Discarded materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; and de minimis amounts of other nonhazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and



demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

**Contract or Agreement:** The Franchise Agreement executed by the City and the Contractor for the performance of the work. The Franchise Agreement shall be substantially in the form provided in these Specifications.

**Contractor or Vendor:** The person, firm, corporation, organization, agency or joint venture with whom the City has executed a Franchise Agreement for performance of the Work or supply of equipment or materials or his duly authorized representative. The Contractor or Vendor is also the Franchisee under the Franchise Agreement.

**Contractor's Project Manager:** The Project Manager has responsibility for the day to day administration of the resulting contract for the Contractor and shall be designated prior to execution of the contract.

**Contractor's Route Supervisor:** The route supervisor or designee has responsibility for the day-to-day operations resulting from contract for the Contractor who shall be available during rendering of all city services and who is authorized to take corrective or remedial actions to ensure high quality and timely service. Contractor shall provide mobile phone/radio to City Project Manager to ensure direct communication while performing services.

**CPI:** Shall mean the Consumer Price Index (1982-84=100) for the U.S. City average Southern Region - all items - all urban customers - published by the United States Department of Labor, Department of Labor Statistics.

**Customer:** Shall mean City and any person, establishment or entity that receives, is required to receive, or requests collection and disposal services within the service area.

**Curbside:** The area within eight (8) feet of the maintained road right of way, whether the road is publicly or privately maintained. Curbside shall include any area up to ten (10) feet of a maintained road right of way if such road is undergoing construction or adjacent unimproved property. "Curbside pickup" or service "at the curb" shall mean that area at a residence provided such area is reasonably accessible to the Contractor. "Side yard" service shall be given to disabled person(s) households, if requested, at no additional cost. Side yard service shall include collection of household waste and recyclables. Yard waste shall be placed at curbside for collection. Disabled households shall be defined as a household occupied by a single individual that is disabled or a household occupied by two individuals in whom both persons are disabled.



**Disposal or Recycling Facility:** A facility permitted or approved by the Florida Department of Environmental Protection to receive, process, transfer, landfill and/or otherwise dispose of solid waste, yard trash or recycle materials.

**Disposal Costs:** Shall mean the "tipping fees" or landfill costs charged to the Contractor by others for the disposal of waste collected by the Contractor in performing collection and disposal services provided hereunder.

**Dispute:** Shall mean a disagreement between Contractor and City concerning a question of fact, interpretation of this Agreement, Contractor's compliance and performance with the terms and conditions of this Agreement, and Contractor's level of service provided while performing collection and disposal services.

**Franchise.** There is hereby granted to Contractor an exclusive right, privilege or franchise to collect and transport for disposal solid waste, recycling, and construction and demolition debris within the service area, during the term of this Agreement and subject to the limitations and conditions as set forth in this Agreement. All rights granted to Contractor hereunder shall be subject to the continuing right of the City to regulate the City's rights-of-way and to protect the public health, safety, and welfare as shall, at the sole discretion of the City, be in the public's interest. The grant of this franchise shall not affect the City's right to provide collection and disposal services not expressly and unambiguously provided hereunder to Contractor on an exclusive basis or during an emergency. Nothing under this Agreement shall be construed as providing any franchise for collection and disposal services not expressly provided for hereunder.

**Garbage:** Shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall not include special waste.

**Hazardous Waste:** Solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. (Regulated by the Florida Department of Environmental Protection (FDEP) pursuant to Chapter 62-730, Florida Administrative Code.)

**Household Furniture:** All movable compactable articles or apparatus such as chairs, tables, sofas, mattresses, etc., for equipping a house.

**Household Waste:** Any solid waste, including garbage, and trash derived from households, including single and multiple residences, crew quarters, picnic grounds, and day-use recreation areas.



**Industrial Solid Wastes:** Solid waste generated by manufacturing or food processes that are not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products, or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; non-ferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

**Landfill:** A solid waste disposal facility, approved by FDEP, which is an area of land or an excavation where wastes are or have been placed for disposal, for which a permit, other than a general permit, is required by Florida Statutes Section 403.707. This term shall not include: (a) A land spreading site; (b) A surface impoundment; (c) An injection well defined under and subject to the provisions of Chapter 62-28, F.A.C.

**Litter:** Contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by Contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by Contractor. Contractor shall maintain sufficient equipment/tools on each collection vehicle (i.e.: pitch fork, broom, shovel) to pick up such scattered solid waste.

**Materials Recovery:** Any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

**Material Recovery Facility (MRF):** A FDEP approved solid waste management facility that provides for the extraction from solid waste of recyclable materials.

**Multiple Dwelling Units:** Any building containing four (4) or more permanent living units, not including motels and hotels.

**Owner or City:** The City of Winter Park or an authorized representative.

**Recyclable Materials:** Shall mean newspapers (including inserts), magazines, mixed office paper, aluminum cans, steel cans, tin cans, plastic containers (coded 1, 2 or 3), cereal/snack boxes without wax paper lining, junk mail, amber, clear and green glass bottles and jars, and other solid waste materials added upon written Agreement between the City and the Contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream. Recyclable materials shall not include containers that previously held toxic material, cardboard boxes that have not been flattened and stacked under the recycle bin, and plastic grocery bags.

**Recycling:** Shall mean any process by which recyclable materials are collected, separated, and processed for purposes of extracting or reusing the raw materials contained in the recyclable materials.



**Recycling Container:** shall mean sixty four (64) or ninety six (96) gallon recycling bins for residential, commercial and multiple dwelling unit customers, or other types of recycling bins approved by the Authorized Representative, to store recyclable materials for collection and disposal service.

**Rolloff Container:** Shall mean a dumpster which is used for the collection and disposal of construction and demolition debris or solid waste. The rolloff container may be of the open or enclosed variety and is typically hoisted onto a specifically equipped truck for transporting the construction and demolition debris or solid waste to a designated facility.

**Residential:** Shall mean single family detached homes, duplexes and multifamily dwelling units and mobile home parks with curbside individual service.

**Residential Service:** Shall mean collection and disposal services provided to persons occupying residential dwelling units who are not receiving commercial service under this Agreement.

**Service Area:** Shall mean the area within the municipal boundaries of the City of Winter Park, Florida, as may be modified from time to time pursuant to Chapter 171, Florida Statutes.

**Sludge:** Shall mean the accumulated solids, mixed liquids, residues, and precipitates generated from wastewater treatment, water supply treatment, air pollution control facilities, septic tanks, grease

**Solid Waste Disposal Facility:** Any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.

**Special Waste:** Solid wastes that can require special handling and management, including, but not limited to, commercial white goods, waste tires, used oil, lead acid batteries, construction and demolition debris, ash residue, yard trash and biological wastes.

**Transfer Station:** A site the primary purpose of which is to store or hold solid waste for transport to a processing or disposal facility. It does not include green boxes, compactor units, permanent dumpsters, and other containers from which such wastes are transported to a landfill or other solid waste management facility.

**Waste Tire:** A tire that has been removed from a motor vehicle and has not been retreaded or re-grooved. Waste tire includes used tires and processed tires.

**White Goods:** Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

**Yard Trash or Yard Waste:** Vegetative matter resulting from lawn maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf raking, small tree branches (which shall not exceed four (4) feet in length and fifty (50) pounds),



palm fronds (whole), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created in the care of lawns and yards.

## 2. **Scope of Work.**

It is the intent of this franchise to provide for the exclusive collection and disposal service of solid waste, recycling and construction and demolition debris within the service area, with the exception of the exclusions specifically set forth in this Agreement. The Contractor shall comply with all federal, state, and local requirements, with special attention to City of Winter Park Ordinances and acquire and maintain all required permits and licenses Contractor shall perform the collection and disposal service under the following terms and conditions, all of which shall be a material part of this Agreement:

### a. **General Requirements:** Contractor shall fully comply with the following:

- i. **Laws and Regulations.** Contractor shall be familiar and comply with all collection regulations and shall be solely responsible for determining, absorbing, and adjusting to the financial and practical impact such regulations have on its operation, subject to Contractor's ability to petition the City Commission for a rate adjustment pursuant to paragraph 5.6 of this Agreement.
- ii. **Labor, Insurance, Equipment, etc.** Contractor shall provide, at its sole cost and expense, all labor, insurance, supervision, machinery, equipment, plant and office buildings, trucks, and other tools, equipment, and accessories necessary to perform the collection and disposal services in accordance with the level of service required by this Agreement.
- iii. **Protection of Public/Private Property and Utilities.** Contractor shall conduct his work in such a manner as to avoid damage to private or public property and shall repair or pay for any damage caused by its negligent operations, except reasonable wear and tear to roadways. Contractor shall have knowledge of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall repair or have repaired, at no additional cost to the customer or utility owner, any breakage or damage caused by its negligent operations.
- iv. **Spillage.** Contractor shall not cause any spillage of solid waste to occur upon private or public property or the rights-of-way wherein the collection and disposal service occurs. Collection and disposal service shall be performed by Contractor to avoid leaking, spilling, and blowing of solid waste. In the event of any spillage caused by Contractor, Contractor shall immediately clean up all spillage at its expense. In order to be the first responder to spillage incidents, Contractor shall maintain a certified spill cleanup kit, acceptable to the City, on each and every vehicle servicing the City including the vehicles used by supervisors. Such kit shall include at a minimum a pitch fork, broom, absorbent pads, and shovel to pick up and contain spillage. In addition, Contractor shall immediately clean up all



fluid spillage from collection equipment to the maximum extent feasible and promptly notify the Authorized Representative of all such fluid spillage.

- v. **Holidays.** Unless otherwise directed by the Authorized Representative in writing, Contractor shall provide collection and disposal service on holidays observed by the City, except Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years Day. Residential recycling accounts will be serviced on New Years Day. Any disposal and collection service that would have been regularly provided shall be provided the next regularly scheduled pick-up day after the holiday.
- vi. **Contractor's Office.** Contractor shall provide, at its sole cost and expense, a suitable office located within reasonable proximity to the service area. Within said office, Contractor shall maintain, during Contractor's normal working hours, a staff and a local telephone number where complaints and requests for collection and disposal service shall be received, recorded in a log, and handled during Contractor's normal working hours. The office shall also provide for a means to promptly handle emergency complaints and requests for service.
- vii. **Litter and Dangerous Animals.** Contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by Contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by Contractor. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. pitch fork, broom, shovel) to pick up such scattered solid waste. Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs and animals, roaming at large, in order to accomplish collection and disposal services. However, in the event Contractor is unable to provide collection and disposal services to a customer under such conditions, Contractor shall immediately notify the customer, in writing, of such conditions and its inability to provide such collection and disposal services.
- viii. **Hours and Days.** Except for unusual circumstances approved by the Authorized Representative in writing or as otherwise provided elsewhere in this Agreement, Contractor shall not perform collection and disposal services prior to 7:00 A.M. or after 7:00 P.M., E.S.T., Monday through Friday. No collection and disposal services shall normally occur on holidays or on Saturdays and Sundays unless is authorized in writing by the Authorized Representative.
- ix. **Tagging Solid Waste Improperly Containerized.** In the event solid waste is not containerized, bundled, or piled pursuant to this Agreement or Contractor does not perform collection and disposal services regarding such solid waste, Contractor shall tag the container, bundle, or pile or subject property with a written notice containing a brief explanation why the container, bundle, or pile was not collected. The Contractor shall



immediately record all contract issues in the approved web-based tracking system

- x **Customer Report; City Billing Database.** Contractor and City agree that the monthly customer report required to be maintained and filed by Contractor is vital to keeping an accurate account of all customers receiving collection and disposal services under this Agreement and for ensuring accurate billing of customers by City. To this end, Contractor and City agree that each party must diligently maintain an accurate, up-to-date list of customers and the collection and disposal services received by those customers. The Contractor shall promptly notify the City of any new and existing Customers requesting collection and disposal services and any current Customers terminating such services.
  - x1 **Handling of Freon White Goods/Solid Waste.** Contractor shall be responsible for properly disposing of all white goods and solid waste in accordance with law.
  - x11 **Bin & Cart Purchase.** All bins and carts utilized in this contract shall be sold to City for the lump sum total of one Dollar (\$1.00) at end of the contract. If the contract should be terminated before the 7 year initial agreement the City would pay a prorated value for all bins and carts.
  - x111 **Recycling Service.** The proposer shall partner with the City to educate the community on current recycling practices. This may include providing information for the City's website, including mailers in the utility bill, attending special events or educational opportunities at the local schools.
- b **Residential Service.** Contractor shall provide residential collection and disposal service to residential customers as follows:
- 1 **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week. All collection route cycles shall be subject to the prior written approval of the Authorized Representative. Special pick-ups, including pick-ups of white goods, shall be provided on an "as needed basis" and shall be allowed on any day, except Saturdays and Sundays.
  - 11 **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be within eight (8) feet of curbside. In the event an appropriate location cannot be agreed upon by the customer and Contractor, the Authorized Representative shall designate the location. The Contractor and Authorized Representative shall mutually agree upon point of collection locations for non-conforming service areas. For customers that are in need of special assistance (e.g., certified by a doctor as disabled and are unable to place household trash, garbage, or recyclable



materials at the curb), the Authorized Representative, at his discretion, shall establish, and notify the Contractor of, special handling instructions for the benefit of the customer. Such special handling instructions may include collection from the customer's garage door or some other location acceptable to the customer and will be performed at no additional fee.

iii **Containers and Preparation.**

- 1 **Household Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a refuse container or mechanical cart. Contractor shall supply each residential account up to two (2) 64 or 96 gallon carts (or a combination of the two) for garbage collection. Additional carts can be ordered and a monthly charge assessed as outlined in the Fee Schedule.
  - 2 **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated from residential customers that have been properly prepared and stored in a recycling container. A list of the materials that shall be recycled is listed in Exhibit III. This list may change from time to time based on local facilities' abilities to accept said materials.
  - 3 **Vegetative Waste.** Vegetative Waste at the curb shall be collected weekly. The occupant shall place loose yard trash such as leaves, pruning and grass garbage can or bag for collection, transport and disposal in the same manner as garbage. Non-containerized yard waste shall be collected providing that it is tied, stacked and bundled, does not exceed (4) feet in length (except palm fronds) or four (4) inches in radius nor be greater than fifty (50) pounds in weight for any piece or segment of such materials. Palm fronds stacked at curb shall be collected up whole. All piles in excess of three (3) cubic yards shall be assessed as outlined in the Fee Schedule.
  - 4 **Bulk Trash and White Goods and Household Furniture.** Bulk items such as appliances, furniture, etc. shall be collected free of charge twice per year as agreed upon by the City and the Contractor, during the months of May and November. Customers wishing to order a bulk pickup outside of the two free each year would be required to pay a special pickup fee in accordance with the adopted fee schedule. The Contractor shall be responsible for coordination of the collection. On a monthly basis, the Contractor shall provide the City with a list of items collected via special pick-up and the address from which they were collected for billing purposes.
- c **Commercial Service.** Contractor shall provide commercial collection and disposal service to commercial customers as follows:



- 1 Frequency of Collection.** Contractor shall provide collection and disposal services for commercial trash and garbage at least one (1) time per week for customers that generate dry waste, at least two (2) times per week for customers that generate putrescible waste (e.g. restaurants), and more frequently as mutually agreed to by Contractor and the commercial customer and/or required by the City. Recyclable materials (if recyclable material service is requested by customer) shall be picked up not less than once per week or more frequently as required by the City. Special pick-ups, including pick-ups of white goods, shall be provided on an "as needed basis" and shall be allowed on any day, except Sundays.
- ii Point of Collection.** Collection of commercial trash, garbage, vegetative waste, and recyclable material shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.
- iii. Containers and Preparation.**
  - 1 Commercial Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all commercial trash and garbage generated by commercial customers which has been properly prepared and stored in a refuse container, mechanical cart, mechanical container, rolloff container, or compactor under the following conditions:
    - a Customers shall be permitted to use carts provided the amount of commercial trash and garbage per collection can be stored in a maximum of two (2) carts; otherwise, customers shall be required to use one or more of the following: mechanical containers, compactor service, or rolloff containers. Should it be determined by the city's representative that the property is not suitable for mechanical containers, compactor service, or rolloff containers, then the customer will be allowed to use additional carts.
    - b Contractor shall be required to provide an adequate number of mechanical containers, mechanical carts, compactors, or rolloff containers to customers. Mechanical containers, mechanical carts, and rolloff containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container,



mechanical carts, or rolloff container is owned by the customer

- 2 **Container Cleaning.** The Containers shall be cleaned regularly, but no less than quarterly. The City's Utility Director or his/her designee shall have the authority to request a specific container be cleaned at any time. The City shall be provided with a cleaning schedule.
  - 3 **Container Maintenance.** The container shall be well maintained and painted at least annually, but more often if required to maintain a fair appearance. The City's Utility Director or his/her designee shall have the authority to request a specific container be painted. Annually a schedule of containers painted shall be provided to the City.
  - 4 **Advertising.** No advertising shall be posted on the containers. The containers, upon approval of the Utility Director or his/her designee may contain the Contractor's name and customer service information such as a phone number or email address only.
  - 5 **Compactor Maintenance.** Compactors shall be deodorized with each collection and cleaned thoroughly (by steaming) no less than once per quarter. A schedule of the maintenance shall be provided to the City, and additional cleanings may be required as needed at the discretion of the Utility Director or his designee.
- iv **Recyclable Materials.** Contractor may provide collection and disposal services for recyclable materials generated from commercial customers who specifically request such service or as required by City. If requested, recyclable materials shall be properly prepared and stored in a recycling container. A list of the materials that shall be recycled is listed in Exhibit III. This list may change from time to time based on local facilities abilities to accept said materials.
- d. **Multiple Dwelling Units.** Contractor shall provide collection and disposal service to multiple dwelling unit customers as follows:
- 1 **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash and recyclable materials not less than once per week. All collection route cycles shall be subject to the prior written approval of the Authorized Representative. Pickups, including pick-ups of white goods, shall be provided on an "as needed basis" and allowed on any day, except Saturdays and Sundays.
  - 11 **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be at a location mutually



agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.

### **III Containers and Preparation.**

- 1 Household Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all household trash and garbage generated by multiple dwelling units which has been prepared and stored in a refuse container, mechanical carts, mechanical container, or compactor under the following conditions:
  - a The multiple dwelling unit customer shall be permitted to use individual refuse containers or mechanical carts for each dwelling unit only upon City approval, otherwise, customers shall be required to use mechanical containers or compactor service.
  - b Contractor shall be required to provide an adequate number of mechanical containers or compactors to customers who request or exceed the maximum number of refuse containers or mechanical carts. Mechanical containers and mechanical carts (if authorized by the City) shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer.
- IV Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated from multiple dwelling unit customers who have been properly prepared and stored in a recycling container. A list of the materials that shall be recycled is listed in Exhibit III. This list may change from time to time based on local facilities abilities to accept said materials.
- v Vegetative Waste.** Vegetative Waste service at the curb shall be collected weekly. The occupant shall place loose yard trash such as leaves, pruning and grass garbage can or bag for collection, transport and disposal in the same manner as garbage. Non-containerized yard waste shall be collected providing that it is tied, stacked and bundled, does not exceed (4) feet in length (except palm fronds) or four (4) inches in radius nor be greater than fifty (50) pounds in weight for any piece or segment of such materials. Palm fronds stacked at curb shall be collected up whole. All



piles in excess of three (3) cubic yards shall be assessed as outlined in the Fee Schedule

- v1 **Bulk Waste Collection, White Goods and Household Furniture.** Bulk items such as appliances, furniture, etc (not hazardous waste) shall be collected free of charge twice per year as agreed upon by the City and the Contractor, most likely the months of May and November. Customers wishing to order a bulk pickup outside of the two free each year would be required to pay a special pick-up fee in accordance with the adopted fee schedule. The contractor shall be responsible for coordination of the collection. On a monthly basis, the contractor shall provide the City with a list of items collected via special pick-up and the address from which they were collected for billing purposes.

e **City Controlled Property.** As requested by the Authorized Representative, Contractor shall be required to provide collection and disposal services for all refuse, bulk trash, white goods, and recyclable materials generated by City at properties owned, leased, or otherwise controlled by City. In addition, Contractor shall provide such collection and disposal services for any and all City sponsored special events as agreed to by City and Contractor, and for all City public receptacles located along or in public rights-of-way, sidewalks, and public recreational facilities. A list of current facilities is specified in Exhibit I which is incorporated herein. The intent of this Agreement is for the Contractor to provide all waste and resource recovery needs of the City without cost to the City facilities and City sponsored events. The exception is for disposal fees associated with removal of construction debris generated by City Utility or Public Works crews.

- 1 **Frequency of Collection.** Unless otherwise directed by the Authorized Representative in writing, Contractor shall provide collection and disposal services for refuse at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week. All collection route cycles shall be subject to the prior written approval of the Authorized Representative. Special pick-ups, including pick-ups of white goods, shall be provided on an "as needed basis" and shall be allowed on any day, except Saturdays and Sundays.

- 11. **Point of Collection.** Collection of refuse, bulk trash, vegetative waste, and recyclable materials shall be at locations designated by the Authorized Representative, with consideration given for the safe, convenient, and expedient access by Contractor.

111 **Containers and Preparation.**

- 1 **Refuse.** Contractor shall be required to provide collection and disposal services for refuse generated by City which has been properly prepared and stored in a refuse container, mechanical cart,



or mechanical container as determined by the Authorized Representative Contractor shall be required to provide all mechanical containers and mechanical carts at Contractor's expense

- 2 **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated by City which have been properly prepared and stored in a recycling container or other container mutually agreed to by the Authorized Representative and Contractor. A list of the materials that shall be recycled is listed in Exhibit III. This list may change from time to time based on local facilities abilities to accept said materials.

1. **Bulk Trash and White Goods.** Contractor shall be required to provide collection and disposal services for all bulk trash and white goods generated by City regardless of whether they are containerized.

f **Biohazardous, Biological, Hazardous, Sludge, and Special Waste.** Contractor shall not be responsible for collection and disposal services for biohazardous waste, biological waste, hazardous waste, sludge, and special waste under this Agreement.

g **Construction and Demolition Debris Service.** Contractor shall provide collection and disposal service of construction and demolition debris to residential, multiple dwelling unit, contractors and commercial customers as follows:

- 1 **Exclusive Right.** Contractor shall provide and have the exclusive right to provide collection and disposal services for construction and demolition debris utilizing rolloff containers, as that term is defined in this Agreement, or other appropriate containers.

- 1 **Exclusion.** Contractors hauling their own waste as described in the City Code are excluded from this provision.

- 11 **Frequency of Collection.** Contractor shall provide collection and disposal services for construction and demolition debris utilizing rolloff containers or other appropriate containers to customers that specifically request such service or as required by City. Said collection and disposal services shall be provided as frequently as mutually agreed to by Contractor and the customer or as required by the Authorized Representative or City Code to protect the public health, safety, and welfare.

- 111 **Point of Collection.** Collection of construction and demolition debris shall be at a location mutually agreed upon by the customer and Contractor, provided, collection shall be located within the boundary of the property served, unless otherwise approved by the Authorized Representative.



iv **Containers and Preparation.** Contractor shall be required to provide one or more rolloff containers or other appropriate containers of a size and number mutually agreed to by Contractor and customer

h **Code Enforcement.** Upon request of the Authorized Representative, Contractor shall assist the City in its code enforcement efforts by providing collection and disposal service of solid waste and construction and demolition debris located on real property in violation of the City Code at no cost to the City, not to exceed ten (10) twenty (20) yard rolloff containers per year

i **Tire Collection.** Contractor shall provide weekly tire collection and disposal services to residential customers at no additional charge, provided no more than four (4) tires per household per year

j **Special Pickup Services.** Customers can request that Contractor provide special handling and management of solid waste not covered under the general pick-ups required by this Agreement, including special pickups for items such as asbestos, waste tires (which exceed the number allowed in this agreement), used oils, lead free batteries, construction and demolition debris, ash residue, and biological waste. All such requests shall be billed directly to the customer. For purposes of this paragraph, the term "special pickup" shall mean excessive waste debris residue generated by contractors, waste requiring special equipment to dispose of.

k **Reporting.** The Contractor shall submit a monthly report to the City which includes tonnage of solid waste, recycling and yard waste

l **City Cleanliness** Contractor shall collect adopt-a-road litter bags within 48 hours of notification from city right of ways

m **Dead Animals** Contractor shall collect dead animals from city right of ways with 24 hour notice

n **Community Clean-ups.** Contractor shall provide roll-offs for up to four (4) community cleanup events per year

o **City Events.** Contractor shall provide recycling, garbage carts and roll-off containers for up to six (6) City sponsored events per year identified in EXHIBIT I

### 3 **Rates and Charges; Compensation to Contractor; Franchise Fee Billing.**

a **Rates; Compensation to Contractor.** For collection and disposal services provided under this Agreement, Contractor agrees that the rates shall be as set forth in the attached rate sheet Exhibit IV



- b **Consumer Price Index (CPI) Adjustment** . The rates in paragraph 3(a) shall remain unchanged during the term of this Agreement unless the Contractor requests in writing an annual CPI adjustment or petitions the City for a rate adjustment in accordance with this agreement . If a CPI rate adjustment is requested, the Contractor shall receive said adjustment to fees which are billed directly by the contractor and fees, billed by the city, paid to the contractor based on the following mathematical formula

$$\text{New Rate} = \frac{[\text{CPI2} - \text{CPI1}] + 1}{\text{CPI1}} \times \text{Current Rate}$$

"CPI1"            The published CPI for the month of February of the preceding year

"CPI2"            The published CPI for the month of February for the year in which the rate is being adjusted

If CPI1 and CPI2 are not expressed in relation to the same base period or if a material change is made in the method of establishing CPI, the City and the Contractor shall make an appropriate statistical adjustment or conversion . If the CPI is discontinued, the City and the Contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices

- c **Fuel Adjustment Costs** Based upon the fact that the cost of diesel fuel is not adequately accounted for in the CPI in section 5 2, the Contractor may request fuel increases based on the previous 12 month service average increase CPI rate for fuel component . The calculation will be made in the same manner as the CPI in section 3(b)
- d **Billing Customers by City** Customer billing shall be established and enforced by City Code . The City shall provide the customer billing for all collection and disposal services provided by Contractor under this Agreement, unless otherwise specifically stated herein . City shall perform said billing by means and at times deemed appropriate by City . Contractor shall fully cooperate with City in customer billing .
- e **Billing and Payment Procedure.** Unless otherwise provided by the Authorized Representative, customer billing and payment to Contractor shall be in accordance with the following procedure
- 1 The City shall provide all Customer billing for residential and commercial cart collection and disposal services provided under this Agreement by adding a line item on the City's monthly utility bill . Contractor shall, however, provide Customer billing for commercial dumpster service
  - 11 On a monthly basis, the City shall provide to the Contractor an updated assessment roll or customer list setting forth the total number of, and



address of each, residential collection units to be served under this Agreement. In addition, the City shall provide Contractor with monthly notification of new residential certificates of occupancy issued in the preceding month and City will pay Contractor for the new residences the next full month following notification.

- iii Contractor shall be paid by the City based on the number of residential collection units on the customer list. Payment shall be made by the City no later than the 15<sup>th</sup> day of each month for collection and disposal services provided by Contractor during the preceding month.
- iv Should the City or Contractor discover that the City is erroneously paying for collection and disposal services to a non-existent residential collection unit, or alternatively, Contractor is providing such services to residential collection unit not listed on the most recent assessment roll or customer list, the discovering party shall immediately notify the other party. Upon verification by the other party that the omission is correct, the City's next payment to the Contractor shall be accordingly increased for each non-listed unit or decreased for each non-existent unit.
- f **Commercial Billing.** Contractor shall direct bill all commercial customers. The Contractor shall provide the City with a monthly report regarding the collection and disposal services provided to such customers. The report shall be in a form acceptable to the City and shall be delivered no later than the 15<sup>th</sup> day of each month for the preceding month's services. The report shall include at a minimum the customer address, the collection and disposal services provided, and the amount billed to the customer for said services.
- g **Franchise Fee.** At the City Commission's sole and absolute discretion, the City reserves the unconditional right to charge Contractor, a Franchise Fee equal to an amount permitted by law to be established by the City. The Franchise Fee shall not be construed as a tax, but shall be considered a payment to the City in exchange for the rights and privileges granted by this Franchise. The Franchise Fee shall be passed along to the customer and remitted by Contractor to the City according to the formula provided in **Exhibit V**. At the effective date of this Agreement, Contractor acknowledges and agrees to pay a Franchise Fee related to all collection and disposal services directly billed by Contractor under this Agreement including, but not limited to, commercial and construction and demolition debris services.
- h **Contractor's Petition for a Rate Adjustment.** The Contractor will receive a CPI and fuel rate adjustment per section 3b and 3c annually upon requesting it in writing so long as the contractor has not incurred any administrative charges based on performance measurement as described in section 7b and Exhibit II of this contract. If administrative charges have been incurred, the city Commission at the discretion to require corrective measures prior to authorization of a CPI increase, and any such increase shall not become effective until authorization. The contractor must request the increase no later than ninety (90) days prior to the anniversary date of this Agreement, beginning in 2010.



- i **Landfill Tipping Fees.** Contractor shall be responsible for paying all landfill tipping charges for services provided under this agreement. Should landfill fees increase at a rate greater than the CPI as identified in section 3b, the Contractor would have the ability to petition the City for a rate adjustment which would be effective the same date as the rate change.
- j **Unusual Costs.** The Contractor may petition the City to adjust the rates in herein based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in any collection regulation. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefore. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefore. This may be approved or denied at the sole discretion of the City Commission.
- k **Taxes.** The Contractor shall pay all Federal, State and local taxes and fees including, but not limited to, sales tax, social security, workers' compensation, unemployment insurance and other required taxes and fees which may be chargeable against labor, material, equipment, real estate and any other item necessary to and in the performance of this Contract.

#### 4 Schedules and Routes.

Contractor shall provide written notice to the City of its collection and disposal routes and schedules. The City reserves the unconditional right to deny Contractor's vehicles access to any street, alley, bridge, beach, or public way within the service area while performing collection and disposal services under this Agreement, where the City determines that it is in the best interests of the public health, safety, and welfare to do so because of the conditions of the streets, alleys, bridges, beaches, or public ways. However, Contractor shall not interrupt the regular schedule and level of service because of such closures of less than eight (8) hours in duration. The City shall notify Contractor of any such closures of longer duration, and arrangements shall be made in a manner acceptable to Contractor and the Authorized Representative for the collection and disposal services interrupted by the closure. Any and all route and schedule changes must receive prior approval by the Authorized Representative.

- a **Storm, Natural or Man Made Disaster.** In the case of a severe weather or disaster event, the City may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such severe weather or disaster event, the Contractor shall advise the City of the estimated time required before regular schedules and routes can be resumed. The City shall inform all customers. In case of a severe weather or disaster event where it is necessary for the Contractor and the City to obtain additional equipment and to hire extra crews to clean the City of debris and solid waste resulting from the severe weather event, the Contractor shall work with the City in all possible ways for the efficient and rapid cleanup of the City. The Contractor will be compensated by the City for additional personnel, overtime and costs of rental equipment, provided the Contractor has first secured written authorization and approval from the City Manager for the rates and total costs.



## 5 Collection Equipment and Vehicles.

Contractor shall provide collection equipment or the collection and disposal services under the following conditions

- a **Type, Condition and Amount.** Contractor shall have on hand, at all times under this Agreement, collection equipment that is in good working order and sanitary condition that will permit Contractor to perform the collection and disposal services in a sufficient and efficient manner so that the schedules and routes can be maintained. Collection equipment shall be obtained from a nationally known and recognized manufacturer of collection equipment. Collection vehicles shall be of the enclosed packer type or other type vehicle which meets industry standards and is approved by the Authorized Representative. All collection vehicles shall be equipped with communication devices which allow for proper communication with Contractor's dispatcher and the City and such devices shall be maintained in good operating order. The Contractor shall maintain a central dispatch during all residential service hours to provide information to units in the field and to dispatch units to provide service or the correction of problems. The Contractor shall also have a route supervisor on duty to remediate any residential issues in a timely manner. The Contractor shall ensure that all vehicles are washed on the outside and painted or repainted as often as necessary to keep them in a neat, clean and sanitary condition. Contractor vehicles will prominently display name and telephone number on each vehicle and the City of Winter Park approved logo displayed on each side of the vehicle at contractor's expense. No other advertising will be without express written consent of the Utility Director or his/her designee.
- b **Overloading.** Collection vehicles shall not be overloaded by Contractor so as to cause litter or spillage, however, if litter or spillage occurs because of overloading it shall be picked up immediately.
- c **Back-up Equipment.** Contractor shall maintain sufficient back-up collection and disposal equipment to temporarily replace collection and disposal equipment that is in a state of disrepair or is inoperable at any time during Contractor's performance of the collection and disposal services pursuant to this Agreement. The back-up collection and disposal equipment shall be put into service within a reasonable time and without interruption of collection and disposal services. Such back-up collection and disposal equipment shall correspond in size and capacity to the collection and disposal equipment ordinarily used by Contractor in performance of the collection and disposal services under this Agreement.
- d **Traffic.** Contractor's vehicles shall not interfere unduly with vehicular or pedestrian traffic and shall not be left parked on the street unattended, except as made essential by loading operations.
- e **City Right To Inspect.** The City, at its discretion, shall have the right to inspect all collection and disposal equipment used by the Contractor within the



service area at any time. Should the City deem that any collection and disposal equipment fails to meet minimum standards, the City shall have the right to prohibit such equipment from being utilized within the service area until such time that the equipment is repaired to meet such standards or replaced.

## 6 **Contractor's Personnel.**

Contractor shall fully comply with the following terms and conditions regarding Contractor's personnel:

- a. **Contractor's Representative.** Contractor shall appoint a representative to administer and manage this Agreement on Contractor's behalf.
- b. **Personnel.** Contractor shall provide a sufficient number of permanent and qualified full-time employees to provide all of the collection and disposal services within the service area. All such employees shall be lawfully permitted to work in the State of Florida and the United States. Temporary employees and labor shall be prohibited unless authorized by the Authorized Representative to handle emergency situations.
- c. **Conduct of Personnel.** Contractor shall require and ensure that its personnel shall serve all customers in a courteous, helpful, and impartial manner. Contractor's personnel shall perform collection and disposal services while using existing sidewalks and driveways when on private and public property. Contractor personnel shall observe all no trespassing signs and shall not cross between neighboring properties unless the customer, or customer's in the case of neighboring properties, has expressly given said personnel permission. Contractor's personnel shall perform all collection and disposal services with due care and shall always take reasonable precautions and steps to avoid damaging all real and personal property including, but not limited to, refuse containers, recycling containers, carts, racks, trees, shrubs, flowers, and similar property. Contractor shall be fully liable for all such damage caused by Contractor's negligence and Contractor shall promptly provide sufficient and appropriate compensation to customer's for such damage. After emptying containers, employees shall return them to the same location from which they were taken, and anything spilled shall be picked up immediately by such employee.
- d. **Uniform Regulations.** Contractor agrees that the identification of Contractor's personnel while performing the collection and disposal services is important to the customer's health, safety, and welfare. Consequently, Contractor's personnel performing collection and disposal services shall wear a uniform or shirt bearing the Contractor's name and an approved safety vest. Lettering stitched on or identifying patches permanently attached to the uniform or shirt shall be acceptable.
- e. **Labor and Employment Laws.** The Contractor shall comply with all applicable State and Federal laws relating to wages, hours and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect. The Contractor is required and hereby agrees by acceptance of this Contract to pay all



employees not less than the Federal minimum wage and to abide by other requirements as established by the Fair Labor Standards Act, as amended from time to time

- f **Informing Personnel of Responsibilities.** Contractor shall take whatever steps it deems necessary to fully inform its personnel about the terms and conditions and personal responsibilities provided under this Agreement. City shall not be responsible for informing Contractor's personnel of said terms, conditions, and responsibilities. Contractor shall also provide operating and safety training manuals to all its personnel.
- g **Driver's License.** All Contractor's personnel that drive a collection vehicle while performing collection and disposal services shall at all times have and carry a valid Florida commercial driver's license for the type of vehicle being driven.
- h **Drug Free Workplace.** Contractor shall maintain a drug free workplace policy. If requested by City, Contractor shall provide a document certifying to the City it is a drug free workplace.
- i **Criminal History.** No person convicted of a crime(s) and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years of the date of service to the City shall be employed by the Contractor.
- j. **Character of Workers and Equipment.** The direction and supervision of solid waste collection, transportation, and disposal shall be by competent, qualified, sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of operations to assure performance satisfactory to the City. All Subcontractors, Superintendents, Foremen and Workers employed by the Contractor shall be careful and competent. Any employee of the Contractor who acts in an improper fashion, or is incompetent or negligent or is disorderly, dishonest, intoxicated, blasphemous, obscene or grossly discourteous shall be removed from service to the City upon receipt by the Contractor of a written request from the City Manager that such action be taken.

## 7 Level of Service; Customer Complaints

- a **Handling Complaints.** The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the City may be informed of the quality of service, the Contractor shall furnish at a minimum one (1) employee with a telephone and arrange the handling of complaints in substantially the following manner. All complaints, whether received in person, by mail, e-mail or telephone, shall be recorded. Complaints received before 12 00 noon each day shall be serviced before 5 00 p.m. that day. Complaints received after 12 00 noon shall be serviced before 12 00 noon the



following calendar day. Each complaint shall be considered legitimate if not remedied within the parameters above.

- b **Performance Measurement** It is the intent of the City to ensure that the Contractor provides a quality level of Solid Waste Collection, Transportation, and Disposal Services. All complaints received by the City and reported to the Contractor shall be resolved as noted. However, in the event that circumstances make it impossible to resolve a particular complaint within the time periods set forth, Contractor shall notify the Authorized Representative as to the reason the complaint can not be resolved within said time periods and when the complaint will be fully resolved. Upon request by the Contractor, the City may grant, at its sole discretion, a written extension of time to resolve the complaint if Contractor's reasons for the delay are reasonable, legitimate, and not a habitual excuse for failing to resolve the complaint. Contractor shall be required to promptly notify the customer as to when the complaint will be resolved. In the event the violation has not been corrected within the specified time limits, administrative charges shall be assessed as identified in Exhibit II not as a penalty or as a liquidated damage, but to represent an administrative charge to the City for the staff time and effort necessitated by the complaint. The City may assess and invoice for payment of administrative charges pursuant to the above schedule on a monthly basis during the term of this Contract and will deduct such administrative charges from the payment of the residential collection services for the corresponding month in which the charge was imposed. Contractor shall be required to place repeated complaints on a monitored stop list for 90 days at the City's request. Units with monitored stops shall have all services or non-services recorded at time of service in web-base or Contractor shall be assessed administrative charges and remediate within 12 hours.
- c **Office Hours** Contractor shall operate a manned customer service center which shall be open during all hours of residential collection. No mechanical/electronic substitution shall be permitted nor shall the use of an answering service be permitted in place of Contractor personnel during times of residential service routes.
- d **Performance Bond**
  - 1 **Guarantee of Performance** The Contractor shall deposit with the City a performance bond from an acceptable surety licensed by the State of Florida, securing the City in an amount of not less than twenty-five percent (25%) of the amount of the basic residential customer rate per year multiplied by the total number of residential customers to be serviced, which surety shall be as a guarantee to the City of faithful performance of the contract for the first year of operation. The amount of the performance bond shall be adjusted in accordance with this provision annually on October 1st of each year.



## **8 Transfer of Ownership or Control**

The Contractor may not assign this franchise, nor any part of it, without consent of the City Commission. Upon approval of any transfer of this Franchise by the City Commission, the Contractor or the transferee/assignee shall pay the City a transfer fee of Twenty-Five Thousand Dollars (\$25,000 00) for the first transfer and One Hundred Thousand Dollars (\$100,000 00) for each subsequent transfer as a condition precedent to the effective date of any such transfer.

## **9 Effect of Circumstances Beyond Control of Franchisee ("Force Majeure").**

Contractor shall not be declared at fault or be subject to any sanction under any provision of this Agreement in any case, in which performance of any such provision is prevented for reasons beyond the Contractor's control. For the purposes of this Agreement, causes or events beyond the Contractor's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, terrorism, riots or civil disturbances, sabotage, restraints imposed by order of a governmental agency or court. A fault shall not be deemed to be beyond the Contractor's control if committed by a corporation or other business entity in which the Contractor holds a controlling interest whether held directly or indirectly, when such fault is due to Contractor's financial inability to perform or comply, economic hardship, or misfeasance, malfeasance or nonfeasance by any of the Contractor's directors, officers, employees or contractors or agents. Failure of collection and disposal equipment and strikes or work stoppages held by Contractor's employees shall not be considered acts beyond Contractor's control.

## **10 Effect of Pending Litigation.**

Pending litigation or any appeal to any regulatory body or court having jurisdiction over the Contractor shall not excuse the Contractor from the performance of its obligations under this Agreement, unless specifically provided for by court order or by the regulatory body having jurisdiction over such matters. Failure of the Contractor to perform such obligations because of pending litigation or petition may result in forfeiture or revocation pursuant to the provisions of this section.

## **11 Regulatory Authority.**

- a **Authority.** The City reserves the right to exercise the maximum authority, as may at any time be lawfully permissible, to regulate the collection and disposal services and any other solid waste services, the Franchise granted hereunder, and the Contractor. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the City, the City may without the approval of the Contractor engage in any such additional regulation as may then be permissible, whether or not contemplated by this Agreement or the City Code, including without limitation, regulation regarding franchise fees, taxes, programming, rates charged to customers, consumer protection, or any other similar



or dissimilar matter. The City agrees to meet and confer with the Contractor prior to enacting new regulatory ordinances.

- b **Right of Inspection.** The City shall have the right to inspect in a timely manner and in the accompaniment of a representative of the Contractor all collection and disposal services performed subject to the provisions of this Agreement and equipment used by Contractor, and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement, the City Code and any other applicable provisions of local, state or federal law.
- c **City Regulation.** To the extent that federal or state law or regulation may now, or as the same may hereafter be amended by legislation, administrative regulation or decision, or judicial determination, authorize the City to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by Contractor, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. The City shall provide advance notification to the Contractor of its intention to exercise any such regulation and written notification when such ordinance is adopted. However, failure to so provide advance notification to the Contractor or written notification when such ordinance is adopted shall not be a basis upon which to declare this Agreement in breach or to invalidate the ordinance.
- d **City Health and Sanitation Regulations.** Without any limitation on the authority granted City above, City reserves the unconditional right to adopt by ordinance additional health and sanitation regulations which shall apply to the collection and disposal of solid waste, biohazardous waste, biological waste, construction and demolition debris, hazardous waste, sludge, special waste and all other kinds of waste. To the extent determined at the sole discretion of the City's City Commission, these regulations shall be codified in the City Code. Contractor shall fully comply with these regulations to the extent applicable to the collection and disposal services provided under this Agreement and said regulations shall be deemed to be fully incorporated herein by this reference. In the event any provision of this Agreement is in conflict with any provision of the additional City health and sanitation regulations, the provision contained in the regulations shall prevail.

## 12 Liability and Insurance.

The Contractor shall not commence work under this Contract until it has obtained all insurance as specified under the City of Winter Park Insurance Requirements included in the bid documents and such insurance coverage required by the City. The Contractor shall not allow any subcontractor to commence work on subcontracts until after they have been approved by the City and similar insurance of the subcontractor has been obtained and approved by the City.

- a **Certificate of Insurance.** Prior to the effective date of this Agreement and thereafter continuously throughout the duration of the Agreement and any extensions or renewals thereof, Contractor shall furnish to the City, certificates of insurance and



endorsements, in a form approved by the City, for all types of insurance required under this section. Failure to furnish said certificates of insurance and endorsements in a timely manner shall constitute material breach of this Agreement. At the City's request, Contractor shall furnish certificates of insurance and endorsements which are in effect from time to time.

- b **No Liability Limit.** Neither the provisions of this Section or any damages recovered by the City hereunder, shall be construed to limit the liability of Contractor for damages under this Agreement.
- c **Endorsement.** All insurance policies maintained pursuant to this Agreement shall contain an endorsement in substantially the following form:
  - 1 It is hereby understood and agreed that this insurance policy may not be modified or canceled by the insurance company nor the intention not to renew be stated by the insurance company until thirty (30) Days after receipt by the City of Winter Park City Manager by certified mail, of a written notice of such intention to cancel or not to renew.
- d **State Institution.** All insurance policies provided pursuant to this Agreement shall be written by companies authorized by the Florida Insurance Commissioner to do business in the State of Florida as an insurance company. The insurance company shall have a Best Insurance rating of A or better, unless otherwise approved by the Authorized Representative.
- e **Named Insured.** The City shall be an additional named insured for all insurance policies written pursuant to this Agreement, as the City's interests may appear from time to time.
- f **Changes in Policy Limits.** To offset the effects of inflation and to reflect changing liability limits, all of the coverage, limits, and amounts of the insurance provided for herein are subject to reasonable increases at the end of every two (2) year period of this Agreement, applicable to the next two (2) year period or termination date of this Agreement (whichever occurs first), at the City's discretion, but not to exceed the coverage, limits, and amounts of insurance the City requires of other contractors transacting business with the City.
- g **Commercial General Liability Insurance.** Contractor shall maintain throughout the term of this Agreement, general liability insurance insuring Contractor in the minimum of
  - 1 \$5,000,000 for property damage single limit, and
  - 11 \$5,000,000 single limit liability for personal bodily injury or death to any one person



- h **Automobile Liability Insurance.** Contractor shall maintain throughout the term of the Agreement, automobile liability insurance for owned, non-owned, or rented vehicles in the minimum amount of

- i \$5,000,000 single limit liability for bodily injury and consequent death per occurrence, and

- ii \$5,000,000 for property damage per occurrence

- i **Worker's Compensation.** Contractor shall maintain throughout the term of the Agreement, worker's compensation at least to the minimum amount of the statutory limit for worker's compensation, as amended from time to time

### **13. Public Convenience, Safety, and Indemnity**

The Contractor shall at all times observe City ordinances controlling or limiting those engaged in the Work as presently or in the future enacted. The Contractor and its surety hereby expressly bind themselves to indemnify, save the City harmless and defend the City from all suits or actions of every name and description brought against said City for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of said Contractor, or his servants or agents, including, but not limited to, subcontractors, in doing the work herein contracted for, by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts recovered for infringement of patent, trademark or copyright, or from any claims or amount arising or recovered under the Workers' Compensation laws. The Contractor hereby covenants not to sue the City relative to such matters and recognizes that the City has not waived sovereign immunity or its protections under State law including, but not limited to, the provisions of Section 768.28, Florida Statutes. The City agrees to be responsible for the City's own negligent acts and omissions, but does not waive sovereign immunity or any other defenses available to the City.

### **14 Interference with Persons, Public and Private Property, and Utilities.**

Contractor's collection equipment and personnel used in performing the collection and disposal services hereunder shall

- a Not endanger or interfere with the health, safety or lives of persons,
- b Not interfere with any improvements which the City, county, state, and federal government may deem proper to make,
- c Not interfere with the free and proper use of Public Rights-of-Way, alleys, bridges, easements or other public property, except to the minimum extent possible during actual collection and disposal services being provided hereunder,



- d Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual collection and disposal services being provided hereunder, and
- e Not obstruct, hinder or interfere with any gas, electric, water, wastewater, reclaimed water, stormwater drainage, telephone, or other utility facilities located within the service area

## **15 Books and Records Available to City.**

Contractor shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. The City, or any of its duly authorized representatives, shall have access within twenty-four (24) hours notice to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the Contractor's books, records, documents, time records and cost accounts and other evidence shall be at the Contractor's expense. The City may perform, or cause to have performed, an audit of the records of Contractor before or after payments to support payments. This audit shall be performed at a time mutually agreeable to Contractor and the City subsequent to the close of a Contract year. In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the Contractor shall refund such overpayment to the City within thirty (30) days of notice by the City of the request for the refund. The Contractor agrees to fully comply with all State laws relating to public records to include, but not be limited to, Chapter 119, Florida Statutes, and Article I, Section 24 of the Constitution of the State of Florida.

## **16 Preferential or Discriminatory Practices Prohibited.**

All collection and disposal services rendered and all rules and regulations adopted by Contractor shall have general application to all persons and shall not subject any person to prejudice or disadvantage on account of race, gender, religion, origin, or ethnicity. Contractor shall not deny service to any group of potential customers within the City because of the income of the customers within the service area. Contractor shall not charge customers different rates for service for the same class or type of service. However, this paragraph is not intended to restrict Contractor from offering reasonable discounts to senior citizens or other economically disadvantaged groups in accordance with any local, state, or federal law.

## **17. Miscellaneous Provisions.**

- a. **Independent Contractor.** Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership relationship, or to allow the City to exercise control or direction over the manner or method by which Contractor performs the collection and disposal services which are the subject matter of this Agreement. Contractor understands and agrees that (1) the City will not withhold on behalf of Contractor pursuant to this Agreement any sums for payment of income tax, unemployment insurance, social security or any other



withholding, (ii) all such payments, withholdings and taxes are the sole responsibility of Contractor, and (iii) Contractor will indemnify and hold the City, its City Commission members, attorneys, employees, officers, and/or agents harmless from and against any and all loss or liability arising with respect to such payments, withholdings, or taxes, including, but not limited to reasonable attorneys' fees through any and all administrative, pre-trial, trial, post trial judgment, and appellate proceedings. The parties hereto agree that both Contractor and the City shall have the right to participate in any discussion or negotiation with the Internal Revenue Service concerning Contractor's independent contractor status regardless of with whom or by whom such discussions or negotiations are initiated. In the event that any applicable government agency determines that Contractor is an employee of the City and the City is required to pay any additional amount to any governmental authority based upon Contractor being reclassified an employee of the City, Contractor hereby covenants and agrees to reimburse immediately the City for any such amount paid to any such governmental authority and the costs and expenses associated with defending the City, including, but not limited to reasonable attorneys' fees. In the event that Contractor is reclassified as an employee and becomes eligible for a refund of any taxes paid to any governmental agency, including but not limited to, a claim for refund of self-employment taxes, then Contractor hereby covenants and agrees to pursue any such refund and assign to the City the proceeds from any such refund.

- b **No Joint Venture.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.
- c **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior oral negotiations and written agreements between the parties. This Agreement may be amended, supplemented, modified, or changed only by a written instrument agreeing to said amendment, supplementation, modification, or change in the terms hereof by the parties.
- d **Notices.** Any notice, request, instruction, or other document to be given as part of this Contract shall be in writing and shall be deemed served when either delivered in person to the following designated agents or received by registered or certified United States mail, return receipt requested, postage prepaid, or received by facsimile, addressed as follows:

**TO THE CITY**

City Manager & Water and Waste Water Director  
City of Winter Park  
401 Park Ave South  
Winter Park, FL 32708 Ph (407)  
327-5957



## TO THE CONTRACTOR

Waste Pro of Florida, Inc Attn  
Tim Dolan  
2101 West SR 434, Suite 301  
Longwood, Florida 32791 Ph  
407-774-0800

Either party may change the aforementioned designated agents at any time by providing written notice of such change to the other party

- e **Captions.** Captions to sections through this Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.
- f **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision. Such holding shall not affect the validity of the remaining portions of this Agreement, unless the City determines that the portions remaining (without the severed portions) have an adverse effect on the best interests of City, then City shall have the right to terminate this Agreement without penalty.
- g **City's Rights of Intervention.** Contractor agrees not to oppose intervention by the City in any suit or proceeding to which Contractor is a party, concerning or involving this Agreement and the City's rights under this Agreement.
- h **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement, but such counterparts shall together constitute but one and the same instrument.
- i **Waiver.** Failure of the City to insist upon performance within any time period or upon a proper level of service shall not act as a waiver of the City's right to later claim a failure to perform on the part of Contractor.
- j **Jurisdiction; Venue.** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Orange County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

## 18 Effective Date, Term, and Required Performance.

- a **Effective Date.** The effective date of this Agreement shall be May 1, 2009. Any prior contract between the parties, and all addendums thereto, is hereby superseded and of no further force and effect, provided, however, any monies still



owed by the Contractor to the City under the prior contract shall be duly and fully paid and Contractor shall be paid the last month's billing under the prior contract for only the last month's collection and disposal services performed by Contractor

- b **Term.** The initial term of this Agreement shall be for Seven (7) years and shall commence on May 1, 2009 and terminate on April 30, 2016. The term of this Agreement will be automatically renewed for successive three (3) years terms at the end of any term unless City or Contractor provides one hundred eighty (180) days notice prior to the end of a term of its unwillingness to renew the agreement. No cause is necessary for notice of unwillingness to renew.
- c **Breach of Contract by Contractor** It shall be the right of the City Manager and any official of the City which he may designate to observe closely the solid waste collection, transportation, and disposal operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall notify the Contractor, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Contractor has not eliminated the condition considered to be a breach of contract, the City Manager shall so notify the City Commission and a hearing date shall be set within fifteen (15) days of such notice.

At that time, the City Commission shall hear the Contractor, and the City representatives and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, as hereinafter provided. Any lesser remedial action than cancellation shall not waive the City's right to further remedial action. The Water and Waste Water Director or his/her designee may assess liquidated damages of \$1,000 per day of breach not as a penalty, but as a good faith effort to ascertain and provide for damages that are unable for precise determination under the context of this agreement for failure to perform under this Contract. Such assessments may be appealed to the City Commission within seven (7) days of being assessed for nonperformance. Decisions of the City Commission shall be final. In the event of a default described herein, the Contractor shall be liable to City for all damages including, but not limited to, reasonable attorneys fees and Court costs. Repeated failure to perform as required by this Contract or repetitive defaults of similar nature shall be grounds for the City to terminate this Contract. The City may, notwithstanding any other provisions of this Agreement, elect to proceed with any legal remedy available to it under the provisions of applicable law in the event of a breach of contract, without limitation of the foregoing, City reserves the right to terminate this Agreement at any time if Contractor defaults in its performance of any of the terms and conditions of this Agreement.

- d **Right to Require Performance** The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.



## **19 Disruption in Collection and Disposal Services.**

In the event a disruption (e.g. strike, labor stoppage, collection equipment in disrepair) causes Contractor to fall one week or more behind in its collection schedule, City may, at its option, cause the collection and disposal services to be performed by any means available to City. Such means may include, but not be limited to, City taking over and operating the collection equipment used in the performance of this Agreement until such time Contractor can perform the collection and disposal services and City contracting with a third party to perform the collection and disposal services. Any cost incurred by City in exercising this option shall be charged against Contractor and the performance bond or alternative letter of credit furnished by Contractor under this Agreement. The foregoing option shall only be exercised by a majority vote of the City's City Commission after the City Commission has declared that the disruption has caused an emergency to arise within the service area that adversely affects the public health, safety, and welfare.



**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this **AGREEMENT** in duplicate each of which shall be deemed an original on the first date as written

City of Winter Park, Florida

Signature

Name Randy B Knight

Title City Manager

Attest

Name

Michelle Geny

Waste Pro of Florida, Inc

Contractor

Name

Title

Attest

Name

Frank B. Jelonek  
Division Manager  
Michelle DeValle  
Michelle DeValle



## **Exhibit I**

### **City Facilities and Service Schedule**

The list of services outlined in this exhibit will be provided to the City free of charge. This list will be updated as permanent facilities are added to the City facilities. Temporary construction projects are not included in this list.

#### Facility

##### Park Avenue Street Containers

32 street cans with liners, serviced 7 times per week, 5:00AM Weekdays/6:00AM Weekends

##### New England/Hannibal Square Street Containers

15 street cans

##### Orange Avenue Street Containers – N/A

##### Existing and Proposed Bus Shelter Containers

20 containers, 55 gallon bags, serviced twice weekly or as needed

##### WP Golf Course - Maintenance Area – N/A

##### WP Golf Course – Clubhouse

8 Ottos

##### Azalea Lane Recreation Center

6 Ottos

##### Fleet Peoples Park (Dog Park)

25 Ottos, (1) 6 yd FEL, serviced once weekly

##### Central Public Works Compound (Multiple Buildings)

15(+/-) Ottos

(1) 20 yd for tires, serviced as needed

(4) 30 yd roll-offs, serviced twice per month

(1) 30 yd roll-off for PVC, serviced once per month

(1) 4 yd FEL serviced once per week

##### Cady Way Community Pool

(2) 4 yd FEL serviced once weekly

##### Cady Way Tennis Court

5 Ottos



Showalter Field

50 Ottos, (1) 4 yd FEL serviced twice weekly, (1) 4 yd FEL serviced once weekly

343 W Canton Avenue Fire Station #61

9 Ottos, 4 recycle bins

Lakemont Fire Station #62

2 Ottos, 2 recycle bins

Howell Branch Fire Station #64

1 Otto

City Hall/Public Works Building

(2) 4-yd FEL serviced once weekly

Welcome Center/Chamber of Commerce

(1) 4 yd FED

Police Department Gun Range/Temple Trail Complex

4 Ottos

(1) 3 yd FEL, serviced weekly

Mead gardens Complex

30 Ottos

(1) 4 yd FEL, serviced once weekly

Harper Avenue Shuffle Board Complex – N/A

Public Safety Complex /911 Communications Bldg

10 Ottos

(1) 4 yd FED, serviced daily

WP Library

(1) 4 yd FEL, serviced once weekly

Central Park

40 Ottos

Farmers Market

20 Ottos – Not all 20 in service all of the time However, Farmers Market is serviced twice per week regardless

Rachel D Murrah Civic Center

(1) 2 yd FEL, serviced three times per week



Community Center

15 Ottos

(1) 6 yd FEL, serviced twice weekly

Palm & Piney Woods Cemeteries

Palm – (1) 30 yd roll-off, serviced as needed

Pineywood – (1) 6 yd FEL, serviced once weekly

Dinky Dock Park – N/A

Phelps Park – N/A

Lake Island Community Playground/Sports Fields

55 Ottos – Not all 55 in service all of the time However, Lake Island Community Playground/Sports Field is serviced twice per week regardless

Kraft Gardens Park

12 Ottos

Winter Park Estates Wastewater Treatment Facility

2 Front load with wheels, serviced twice per week

Swoope Water Treatment Plant – N/A

Magnolia Water Treatment Plant – N/A

Aloma Water Treatment Plant – N/A

Wymore Water Storage facility – N/A

*WP Sponsored SPECIAL EVENTS (Shall include recycling containers per event organizer)*

Taste of Winter Park

July 4<sup>th</sup> Celebration

Arbor Day

Special Event Boxes

Winter Park Sidewalk Art Festival

Autum Art Festival

Run for The Trees

*Please note*

- 1) The City reserves the right to amend this list as new facilities are added or to modify the service provided to existing facilities*
- 2) All street containers, regardless if they are identified above, are the responsibility of the contractor to empty and service with liners as needed*



## EXHIBIT II SCHEDULE OF ADMINISTRATIVE CHARGES

The following administrative charges will be assessed to the Contractor for all legitimate complaints beginning 08/01/2009 and continuing through the end of the contract

### A Collection Misses

- 1 Failure or neglect to collect properly prepared solid waste, program recyclables, or yard trash from any curb or City facility or deliver, maintain or replace a bin or cart at those times provided by the resulting contract. Service issues shall be resolved within twenty-four (24) hours of the day of notification. Each failure shall result in the imposition of a \$50 fine. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a \$150 charge.
- 2 If the same premises are missed a second time within ninety - (90) days of the first incidence, it shall result in the imposition of a \$100.00 charge. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a \$250 charge.
- 3 If the same premises are missed a third time within ninety - (90) days of first incidence, it shall result in the imposition of a \$250.00 charge. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a \$500 charge. Referenced premises shall be placed on a ninety - (90) days supervised monitor list and any collection miss shall result in the imposition of a \$1000 charge, per incident.

B Spillage and litter. Failure to complete residential pickup or clean up spilled material from loading and/or transporting shall result in a \$25 per incident, per location charge.

C Failure to replace any container damage or repair property damage caused by the Franchisee or their personnel within five (5) business days of notification shall result in a \$25 per incident charge. Each additional twenty-four (24) hour period without replacement shall result in the imposition of a \$50.00 charge.

D Failing to maintain properly licensed vehicle operators shall result in a \$100 per incident, per day charge.

E Failure to maintain office hours as required by this ITB and the resulting contract shall result in a \$250 per incident, per day charge.

F Failure to maintain a call-in center or complaint database during service routes shall result in a \$100 per incident, per day charge.

G Failure of personnel to treat customer(s) or their property in a professional manner shall result in a \$15 per incident charge. Failure to follow designated disposal and recycling facility rules and policies may result in personnel being banned for up to three (3) working days at the facility director's discretion.



- H Failure to maintain equipment in a clean, safe and sanitary manner shall result in a \$15 charge per infraction
- I Chronic equipment problems Failure or neglect to correct chronic equipment problems (chronic shall mean three instances of the same or similar problem with equipment/trucks within a twelve month period) shall result in the imposition of a \$250 charge for each occurrence after the second
- J Failure to maintain and/or submit to the City all documents and reports required under the provisions of this ITB and resulting contract shall result in the imposition of a \$25 per incident, per day charge
- K Failure to paint, repaint or display the Franchisee's name and phone number on collection vehicles shall result in the imposition of \$25 charge per incident, per day
- L Failure to comply with the hours of operation, route supervision or provide 24-hour emergency response contact and telephone number response, as required by this ITB shall result in the imposition of a \$100 per incident charge
- M Failure to deliver, maintain or replace bins or carts or throwing of containers or recycling bins shall result in the imposition of a \$25 per incident, per location charge
- N Blocking driveways with containers or recycling bins shall result in the imposition of a \$25 per incident, per location charge
- O Chronic nuisance complaint problems referenced in items J & K Failure or neglect to correct chronic nuisance problems (chronic shall mean three (3) or more similar legitimate complaints within a twelve (12) month period) shall result in the imposition of a \$250 charge for each occurrence after the second
- P Route Completion Failure or neglect to complete each route (including missing whole streets) on the regular scheduled collection day within twenty-four (24) hours of the day of notification shall result in the imposition of a \$500 per route, per day charge for each instance
- Q Changing routes without proper notification, of this ITB shall result in the imposition of a \$10,000 per route charge
- R Mixing Materials Intentionally mixing yard trash, recyclables or solid waste during collection shall result in the imposition of a \$250 charge for each instance
- S Mixing Recyclables Mixing recyclable dual sort items during collection or tipping at the designated RMPF shall result in the imposition of a \$150 charge for each occurrence
- W Failure to collect dead animals, Adopt-a-road litter bags, event bins, carts or roll-offs from right of ways within twenty-four (24) hours of notification shall result in the imposition of a \$25 charge For each additional twenty-four (24) period, a \$100 charge shall be assessed for each occurrence
- X Failure to provide promotional, educational materials and/or advertisements shall result in the imposition of a \$1,000 charge per event



**EXHIBIT III**  
**MINIMUM ACCEPTABLE SINGLE STREAM RECYCLING MATERIALS**

Steel and Tin Cans Includes steel and tin cans and empty aerosol cans

Aluminum Includes aluminum beverage containers, aluminum foil and aluminum pie plates

Glass Clear (flint), brown (amber) and green, blue food and beverage jars and bottles  
Paper labels, rings and lids on glass containers are acceptable

PET Plastic Bottles (SPI code No 1) PET containers, such as beverage bottles, dishwashing soap bottles, shampoo bottles and similar items

HDPE Plastic Bottles (SPI code No 2) Blow molded, closed mouth natural and colored HDPE containers generally consisting of plastic milk jugs, water bottles, detergent bottles and similar items Paper labels are acceptable Rinsed containers that may have held toxic or contaminated materials are acceptable

Preparation Residents shall be asked to rinse the items and remove organics, other contents, labels, lids and plastic caps, but there is no requirement for these to be removed from Recyclable Containers Inclusion of organics, caps, lid, labels and other contents shall not be reason for rejection

Recyclable Paper consists of the following materials,

ONP All loose or paper bagged newsprint is acceptable and includes all paper that is distributed with or as part of general circulation newspapers

OCC All loose old corrugated containers that are flattened and either cut down or folded to size, no more than 4' X 4' flattened and 2' X 2' square Staples and tape do not have to be removed

Brown Paper Bags All loose or bagged Kraft paper sacks used to hold newspaper

Telephone Books Old telephone directories

Magazines Old magazines including catalogs and similar printed material with glossy pages



Paperboard Cereal boxes (without plastic liner), drink boxes, snack boxes, etc Wax-coated paperboard is acceptable

Mixed Residential Paper: Mixed paper, including shredded paper, may include all of the following junk mail, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper, loose leaf fillers, stationery, writing paper, paper envelopes including envelopes with plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, and manila folders

Items NOT Accepted for Single Stream Recycling

Plastic bags

Plastic tubs

Garbage



Exhibit IV  
Rate Sheet

Residential	2x1x1 with recycling bins	\$14 80
Residential	2x1x1 with recycling cart	17 15
Residential	Each cart above two one time maintenance fee	65 00
Residential	Each cart above two monthly collection fee	7 75
Residential	Bulk* Per Item	25 00
Residential	Bulk* up to 2 yards	67 16
Residential	Bulk* each additional yard	27 99
Residential	Bulk Yard Waste (over 3 yards)	10 00 per yard
Commercial	Cart service (per cart)	25 76
Commercial	Minimum service charge	25 76
Commercial Front Load	Loose per yard	5 95
Commercial Front Load	Compacted per yard	15 84
Commercial Front Load	Extra pick up per yard	14 88
Commercial Front Load	Extra pick up per yard compacted	39 60
Commercial Front Load	Lease fee for compactor	265 00
Commercial Front Load	Wheels	35 00
Commercial Front Load	Locks	25 00
Roll-Off (C&D)	Pull Charge – 20 yards	300 00
Roll-Off (C&D)	Pull Charge – 30 yards	350 00
Roll-Off (C&D)	Pull Charge – 40 yards	400 00
Roll-Off (Class 1&3)	Pull Charge	200 00 Plus disposal
Roll-Off Lease Fee (Open top)	15 yards	80 00
Roll-Off Lease Fee (Open top)	20 yards	80 00
Roll-Off Lease Fee (Open top)	30 yards	80 00
Roll-Off Lease Fee (Open top)	40 yards	80 00
Receiver	30 yards	175 00



Box Lease Fee		
Receiver Box Lease Fee	40 yards	175 00
Compactor Lease Fees	15 yards	450 00
Compactor Lease Fees	20 yards	450 00
Compactor Lease Fees	30 yards	450 00
Compactor Lease Fees	40 yards	450 00
Delivery Charge	Open tops & Compactors	80 00

\*Requires photo of waste and approval from the City



# Exhibit V Franchise Fee Calculation (Sample Worksheet)

City of Winter Park  
Franchise Fees

APRIL-JUNE 2008

	<u>Rolloff</u>		<u>Commercial</u>
Total Revenue	\$ 198,411.44	Total Revenue	\$ 435,796.32
minus adjustments for monthly svc charges	\$32,782.68	/5.41 avg yds per p/u	80,553.85
		*\$1.02 (city fee surcharge/yd)	\$ 82,164.93
Total	\$ 165,628.76	Total	\$ 82,164.93
*15% Franchise Fee	\$ 24,844.31		
Total Rolloff Franchise Fee	<b>\$ 24,844.31</b>	Total Revenue	\$ 435,796.32
		Minus total of city fee for yardage	\$ 82,164.93
		Total	\$ 353,631.39
		Total	\$ 353,631.39
		*15% Franchise Fee	\$ 53,044.71
		15% Franchise Fee portion - from above	\$ 53,044.71
		City surcharge fee portion - from above	\$ 82,164.93
		Total Commercial Franchise Fee	<b>\$ 135,209.63</b>
<b>Total Franchise Fee Due City of Winter Park</b>			<b>\$ 160,053.95</b>





# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	September 24, 2012
prepared by department division	Wes Hamil Finance	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Utilities Advisory Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

## subject

Water and sewer rate study

## motion | recommendation

Approve proposed rates to be effective October 1, 2012

## background

This rate study was previously presented to the City Commission on February 27, 2012. At that time, the Commission chose to table this agenda item. Since then, CDM Smith and staff have made some adjustments to the rates being proposed.

1. Projects that could be funded through water and sewer impact fees were shifted away from being funded by rate revenues to the extent impact fees are projected to be available. This helped provide funding for expansion of the reclaimed water system and the purchase of additional sewer capacity. Also, this is consistent with our policy of applying the most restrictive revenue sources first. The capital improvement plan on which the proposed rates are based is included as Slide 26 of the attached PowerPoint presentation. This capital improvement plan is the same as the one submitted to the Commission as part of the FY 2013 annual budget and five year capital improvement plan.
2. In the past two years, sales of water have increased. We believe this is attributable primarily to the full scale replacement of meters as part of the automated meter reading system as customer counts by class have remained fairly consistent. We made what we believe to be conservative allowances for additional sales which allowed us to ease the amount of rate increase necessary.

The following table is a comparison of overall FY 2013 revenue requirement adjustments as previously proposed and what is being recommended at this time:

	Requested February 27, 2012	Current Recommendation
Water revenues	21.1%	18.2%
Sewer revenues (including reclaimed wastewater)	-1.9%	-8.0%
Overall revenue requirements	8.8%	3.0%

The overall revenue increase recommended of 3.0% is actually less than the revenue increase



the City would have implemented in the absence of a rate study. In August 1998, the City Commission approved ordinances providing for automatic rate adjustments each October 1 based on the deflator index published by the Florida Public Service Commission. The automatic adjustment for October 1, 2011 was 1.18% (not implemented since we were going through rate study) and the index for this coming October would be 2.41%. The combination of these two increases would provide FY 2013 revenues 4.25% higher than our current revenues.

However, this would not allow us to accomplish the very important goal of providing equitability of costs of services between systems (water and sewer) and customer classes (residential and commercial). The proposed rates align water rates with the costs of providing water to customers and sewer rates with the costs of collecting and treating wastewater.

Attached for consideration are the PowerPoint Presentation presented to the Utilities Advisory Board and a summary of the rate study.

## **alternatives | other considerations**

The City's charter does not allow sewer revenues to be used for non-sewer purposes.

## **fiscal impact**

Projected increase in water revenues	\$1,902,968
Projected decrease in sewer revenues	(\$1,100,292)
Projected increase in total revenues	\$802,676

## **long-term impact**

The recommendation is only for rates through FY 2013. CDM Smith will be providing a program and training to allow staff to update the rate structure as needed based on changes in customer use patterns and our costs. Any recommended adjustments would first be presented to the Utilities Advisory Board and then to the City Commission.



# Revised Rate Study Summary

Attached are the Winter Park Utility Advisory Board (UAB) presentation materials for advanced review by the board members prior to the next meeting on September 5, 2012. The information below summarizes the modifications that have been made to the rate study to date with the input of the UAB.

## Existing Rates

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

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

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

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

## Background

The results of the original rate study were presented to the City Commission in February 2012. After that meeting, CDM Smith was directed to perform additional work to evaluate alternative scenarios and the impacts on the proposed rates. Several items were identified for incorporation into the additional analysis.



One of the items reviewed was the funding of the utility capital improvement plan and renewal and replacement (R&R) plan. City staff undertook this review and identified additional projects that could be funded from impact fee revenues on hand. By so doing, the aggregate cost of capital improvement and R&R projects to be funded from rates was reduced, thus mitigating some of the rate impacts.

Two additional scenarios were analyzed. One scenario incorporated across-the-board increases in rates. However, it was recognized that with this scenario, low volume customers who are typically the most financially vulnerable, would experience a significant increase in their monthly bills.

## Overall Revenue Adjustments

CDM Smith worked very closely with City staff to develop a recommended set of rates that would significantly reduce the impact of rate adjustments on the City's utility customers. By recognizing the improvement in the recent revenue picture due to growth in demands since 2010, more accurate billing from new AMI meters, and selecting rates to be adequate for a single year increase in Fiscal Year 2013, an enhanced rate recommendation was achievable as follows:

- For the water system, an overall increase in revenue generation of 18.2% is required;
- For the combined wastewater plus reclaimed water system, an overall **decrease** in revenue generation of 8.0% is achievable;
- For combined water, wastewater and reclaimed water, an overall increase in revenue generation of only 3.0% is now required.

For all of the systems, increases in revenue generation will be required for Fiscal Year 2014 as follows:

- For the water system, an overall increase in revenue generation of 3.5% is required;
- For the combined wastewater plus reclaimed water system, an overall increase in revenue generation of 4.4% is required;
- For combined water, wastewater and reclaimed water, an overall increase in revenue generation of 3.8% is required.

It is useful to put the above quoted statistics in perspective with the following comparisons:

- The 3.0% combined increase for Fiscal Year 2013 is only slightly greater than the 2.41% index increase that would have been adopted had the rate study not been performed;
- In fact, had the City implemented the index increase at the time it would have normally been adopted, the City would have generated approximately 1.2% more in revenues than would be generated with the proposed rates.
- However, indexing would not have accomplished the goals of eliminating the wastewater subsidy of water, eliminating the commercial customer class subsidy by the residential customer class, and establishing more conservation oriented rates than are currently in place.
- A litmus test may be phrased in the form of the question: "how is the typical inside City single family customer impacted by the recommended rate adjustments?" The answer is that a typical Winter Park residential customer using 8,000 gallons per month will experience a **decrease of 1.0%** in the combined monthly water and wastewater bill in Fiscal Year 2013.



## Ratemaking Goals

In performing rate studies, there are a number of goals employed to develop rates that best meet the needs of the local utility. These goals, which are largely self-explanatory, are listed below:

- Equitability, both between the water and wastewater systems, and among the customer classes within each system;
- Annual revenue sufficiency, both from the standpoint of bond covenants and cash requirements;
- Fostering enhanced water conservation; and
- Administrative simplicity and ease of understanding. The City's existing rate structure, in particular the water rates, are very complex.

## Additional Scenario #1

The City Commission directed that additional analyses be performed, and two specific scenarios were identified. Scenario #1 was designed to incorporate the following features:

- Eliminate the subsidy afforded to commercial and public authority customers in terms of the rates for the blocks compared to residential customers; however, the scaling of the block ranges by meter size would be preserved for the larger size meters. (This will be seen in the graphic for 2" residential and commercial meters.)
- Eliminate the subsidy from the wastewater system for the water system, requiring that each of the two systems be self-sufficient in terms of annual revenue generation. (The wastewater rates will continue to be set sufficiently high to recover the revenue requirements of the reclaimed water system until reclaimed water rates can be implemented.)
- Compute across-the-board adjustments to both base charges and volume charges to generate adequate revenues.

The results of the analysis of Scenario #1 were presented to the UAB on August 1, 2012. Because the results did not achieve the ratemaking goals, the UAB recommended that this alternative should be dismissed from further consideration.

## Additional Scenario #2

Scenario #2 was designed to eliminate the same two subsidies as in Scenario #1; however, that is the only similarity between the two scenarios. The rates originally recommended to the City Commission had much steeper inclining volume blocks, with the result that the impact on the monthly bill of high volume users would be unacceptable when combined with the subsidy removal. As a result, a key feature of Scenario #2 was to devise less steep inclining blocks that would continue to send a significant conservation pricing signal, while at the same time mitigating the impact on high volume users.

The existing base rates will remain the same for all customer classes, with the exception of the multi-family customer class. Based on an analysis of historical water demands, the maximum monthly usage per multi-family dwelling unit equates to 53.8% of that for a single family dwelling unit equipped with a ¾-inch meter. In addition, corrections were made to base charges for customers equipped with 8-inch and 10-inch meters.



City staff has recently identified an increasing trend in monthly usage. By recognizing this increased usage in computing rates, the required rates to achieve the same amount of revenue generation are less than previously calculated.

Since the original Scenario #2 was presented to the UAB, work with City staff has focused on development of phased rates over the two-year period of Fiscal Year 2013 and Fiscal Year 2014 to soften the impact on the overall monthly bill during the first year. Thus, the rates recommended in this presentation for Fiscal Year 2013 are less than they would be if a two-year rate were to be adopted. City staff will monitor financial performance monthly during Fiscal Year 2013, which will allow for fine-tuning of rate adjustments, if necessary, in Fiscal Year 2014.

## Specific Features of Restructuring

The current rate block structure varies significantly among the classes. One of the minor goals of the study was to provide some simplification of the rate structure for ease of administration and customer understanding. All customer classes are now recommended to have four rate blocks. Several graphics have been developed to illustrate features of the existing and recommended blocks, and they are described below.

For the residential customer class rate blocks, a comparison was made among the City's existing, previously recommended, and Scenario #2 recommended rate scaling factors. As can be seen from the first bar chart, the Scenario #2 scaling factors among the four recommended blocks are greater for block 2, and lesser for blocks 3 and 4 than previously recommended. However, the block 4 rate level is almost as great as the existing block 6 rate level, so a strong conservation pricing signal will continue to be sent. Comparing the scaling factors with other jurisdictions indicates that the Scenario #2 rates will be among the higher factors through block 4.

The three line graphs for the existing and recommended rates under Scenario #2 are very helpful in identifying how the block levels and scaling factor will change. Specifically, the following points should be noted:

- For the ¾" meters, the blocks will tend to generate more revenues from residential customers in the 9,000 to 16,000 gallon per month range. For commercial and public authority customers, greater revenue generation will commence above 4,000 gallons per month.
- For the 2" meters, several items are worth noting from the line chart. For commercial customer class, it can be seen that the ranges for the blocks have been preserved, while recognizing that existing blocks 3 and 4 have been collapsed into a single block. Also, the spread between existing and recommended blocks increases as monthly usage increases. For residential customers, the collapsing of the blocks is more pronounced at lower usage levels.
- It was originally envisioned that the blocks for irrigation would be reduced from four to three in number. However, in computing monthly irrigation bills from a three block structure, unreasonable results were obtained. A reversion to a four block structure results in the Scenario #2 rates presented in the line graph.

## Comparison of Combined Monthly Water and Wastewater Residential Bills

Four slides present stacked bar charts of combined monthly residential water and wastewater bills at varying levels for the City and neighboring jurisdictions. As can be seen, while the City's combined bills are



in the higher range, they are not the highest in any of the four slides. For the 3,000 and 8,000 gallon per month residential customers, there will be **decreases** in the combined monthly bills. For the 13,000 and 25,000 gallon per month residential customers, there will be increases in the combined monthly bills. Almost 75% of inside City residential customers equipped with  $\frac{3}{4}$ -inch meters use up to 8,000 gallons per month.

It should be noted, particularly for the lower volume users, that the monthly wastewater bill is a significantly greater fraction of the entire bill than is the water bill component. Because of this mix, the much higher percentage increase required in water rates is attenuated when computing the increase in the overall combined monthly bill.

## Comparison of Monthly Water Bills for Various Customer Classes

Three slides present line graphs of monthly water bills for different customer classes.

For residential customers, there is relatively minimal change up to about 6,000 gallons per month, and then it increases gradually, leveling out at a relatively small increasing difference of about 14,000 gallons per month.

For the commercial customer, there is a constantly increasing growth in the monthly bill under Scenario #2 compared with the existing rates. This primarily reflects the elimination of the subsidy by the residential customer class.

Multi-family customers will initially experience an increase in the monthly water bill to about 17,000 gallons per month, followed by a slight reduction and relatively constant increase. Most multi-family customers use on average less than 17,000 gallons per month.

## Impacts on Top 10 Commercial Customers

Two slides present the impact of Scenario #2 rates on the combined monthly bills of the top 10 commercial customers of the City's utility system.

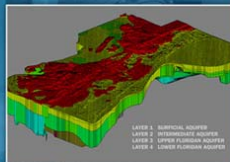
The table calculates the individual and combined water and sewer utility monthly bill impacts for the top ten customers from the proposed rate modifications.

The stacked bar chart indicates the combined water and sewer utility fees for the top ten customers.

## Backup Slides

After the main presentation, there are a number of slides intended to provide more detailed backup for the slides in the event of questions during the presentation.





September 5, 2012

## Utility Advisory Board Workshop Meeting Re: Water, Wastewater & Reclaimed Water Rate Study



# Agenda

- ◆ Highlights of Rate Study Modifications
- ◆ Overall % Revenue Adjustments
- ◆ Ratemaking Goals
- ◆ Analysis of Additional Scenarios
- ◆ Impacts on Monthly Bills
- ◆ Questions and Discussion



## Highlights of Rate Study Modifications

- ◆ Previous presentation to Commission on 2/27/12
- ◆ Directed to perform additional analysis to soften impact on ratepayers
- ◆ Revised capital improvement program as included in recent budget document
- ◆ Recent water usage trends improving revenue picture
- ◆ Analyzed two additional scenarios
- ◆ Presenting results today

## Overall % Revenue Adjustments (\* FY 2013 Recommended for Adoption Now)

System	FY 2013 *	FY 2014
Combined	3.0%	3.8%
Water	18.2%	3.5%
Wastewater (incl. Reclaimed)	(8.0%)	4.4%

Typical inside City residential customer using 8,000 gallons per month will see a 1.0% decrease in combined bill with proposed rates. (75% of inside City residential customers with a ¾" meter use up to 8,000 gallons per month.)



## Ratemaking Goals

- ◆ Equitability
  - ◆ Between systems
  - ◆ Among customer classes
- ◆ Revenue sufficiency
  - ◆ Bond covenants
  - ◆ Annual cash requirements
- ◆ Foster conservation
- ◆ Simplify rate structure

## Scenario #2

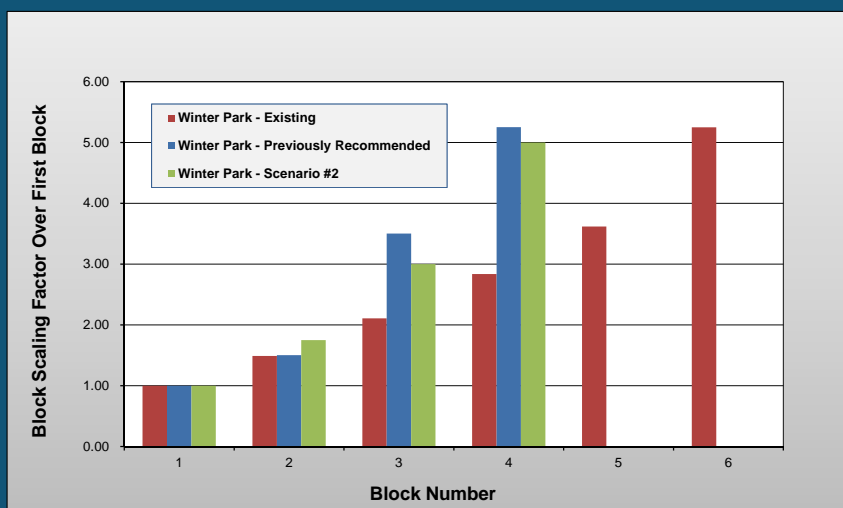
- ◆ Elimination of same two subsidies as identified for Scenario #1
- ◆ Compute water conservation rates, but with “flatter” blocks than presented in original rate study report
- ◆ Base rates remain same except for:
  - ◆ Multi-family availability charges modified
  - ◆ Correct scaling factors for 8-inch & 10-inch meters



## Scenario #2 (cont.)

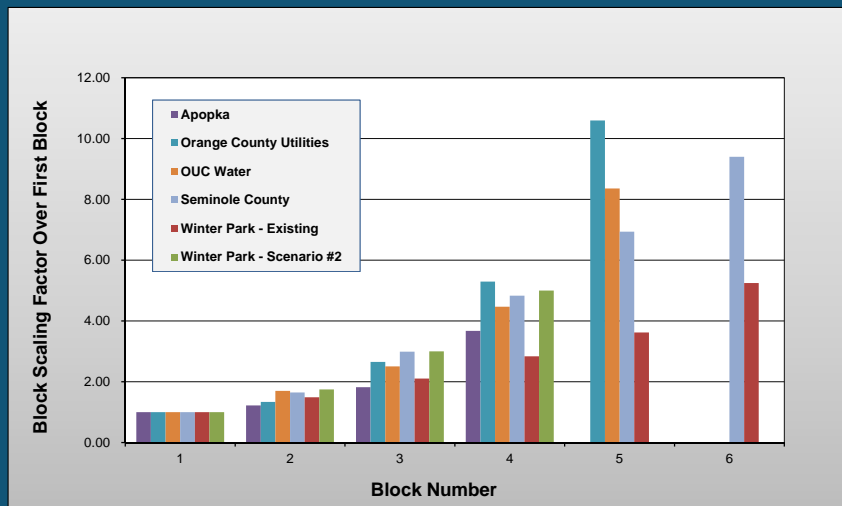
- ◆ Decrease wastewater volume charges to reduce revenue subsidy to water
- ◆ Increase water volume charges to generate additional revenues
- ◆ Restructure water volume rate blocks as follows:
  - ◆ To four for all customer classes
  - ◆ Proposed Scenario #2 scaling factors are: 1.0, 1.75, 3.0 & 5.0

## Comparison of Residential Block Scaling Factors for City's Existing & Alternative Rate Structures

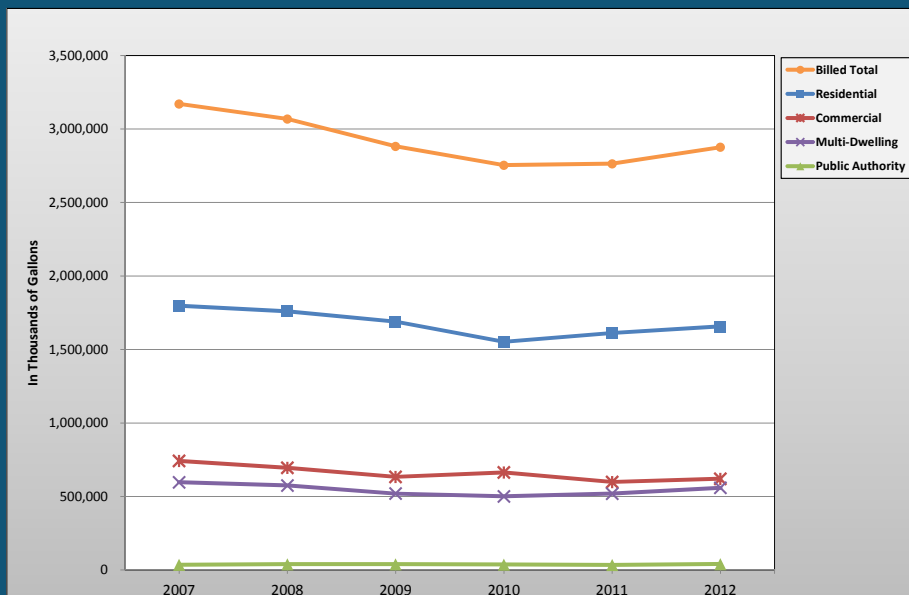




## Comparison of Residential Block Scaling Factors for Inclining Rate Structures

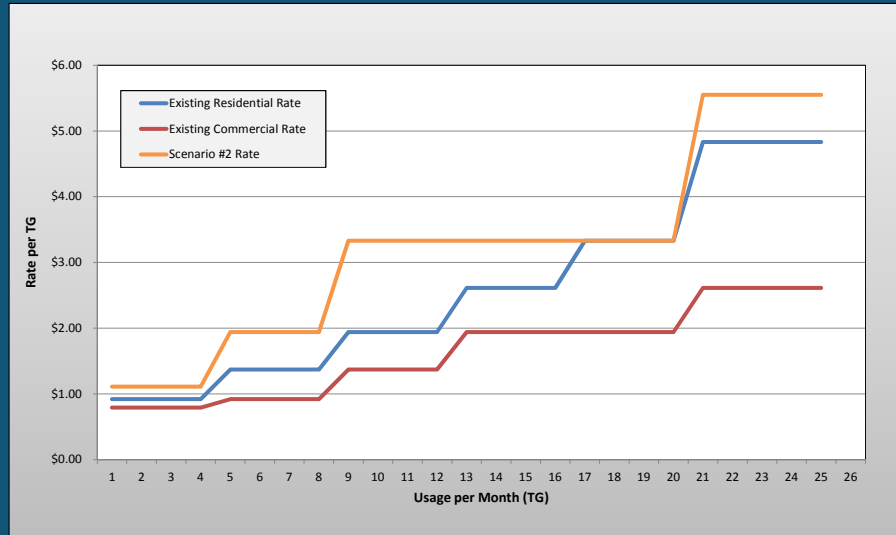


## Total Combined Annual Water Usage

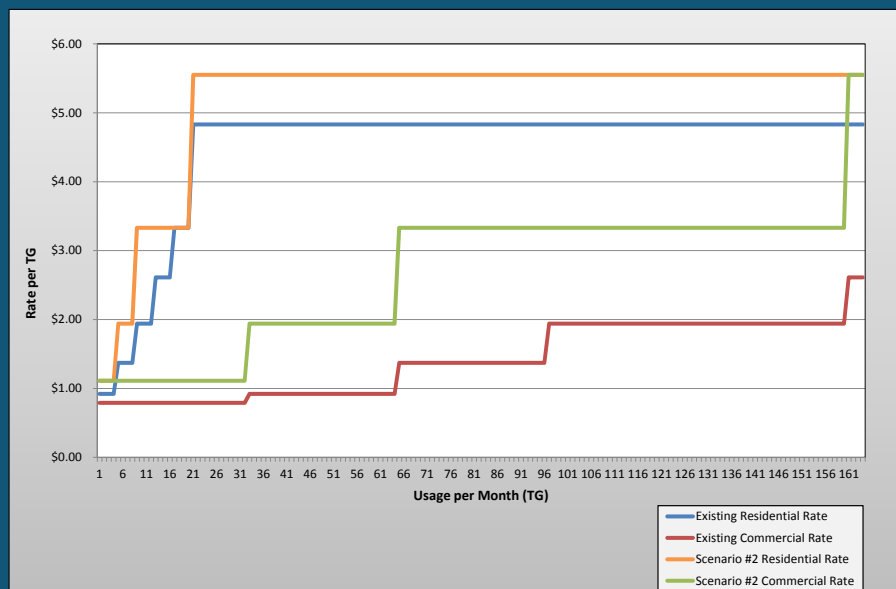




## Existing and Alternative Water Rates for ¾" Meters

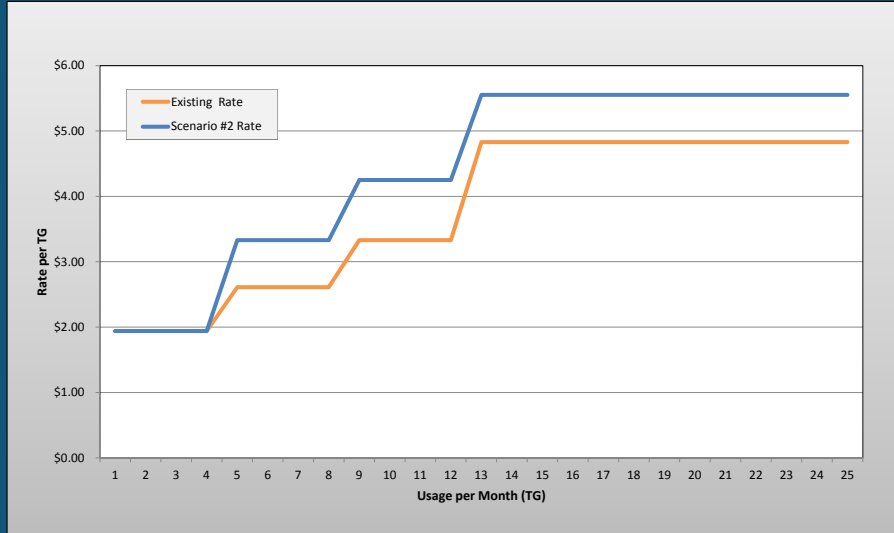


## Existing and Alternative Water Rates for 2" Meters

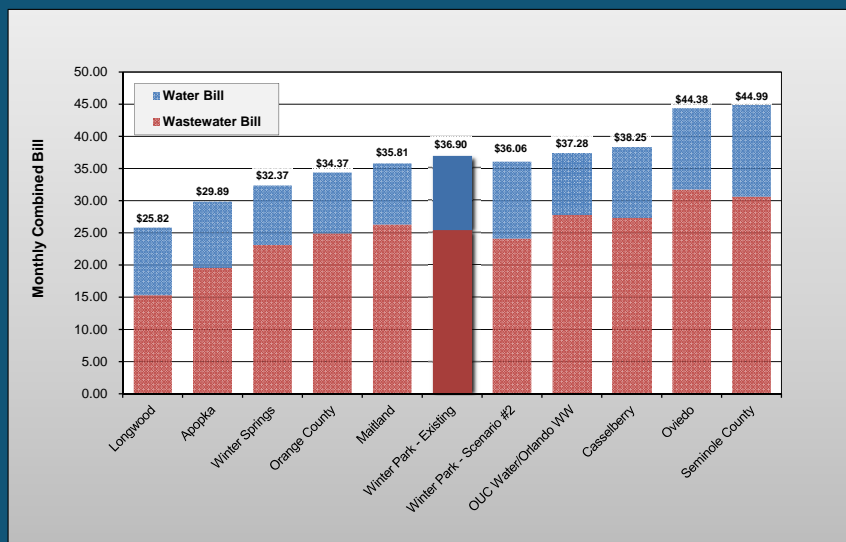




## Existing and Alternative Irrigation Rates for All Meter Sizes

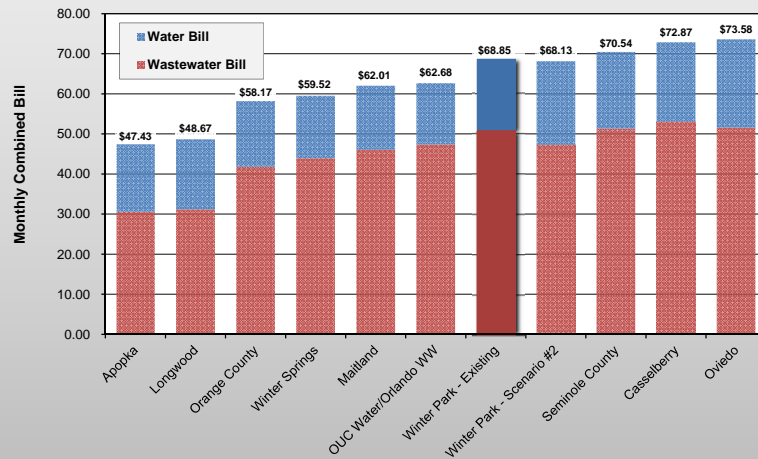


## ¾" – 3,000 Gallon/Month Residential Bill Comparison

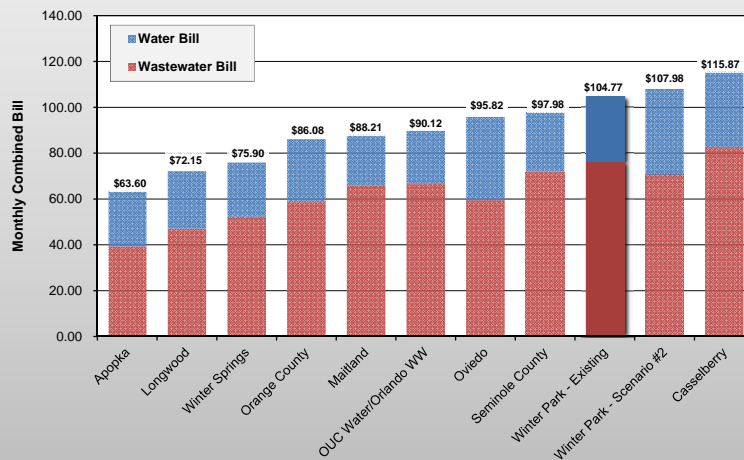




## ¾" – 8,000 Gallon/Month Residential Bill Comparison

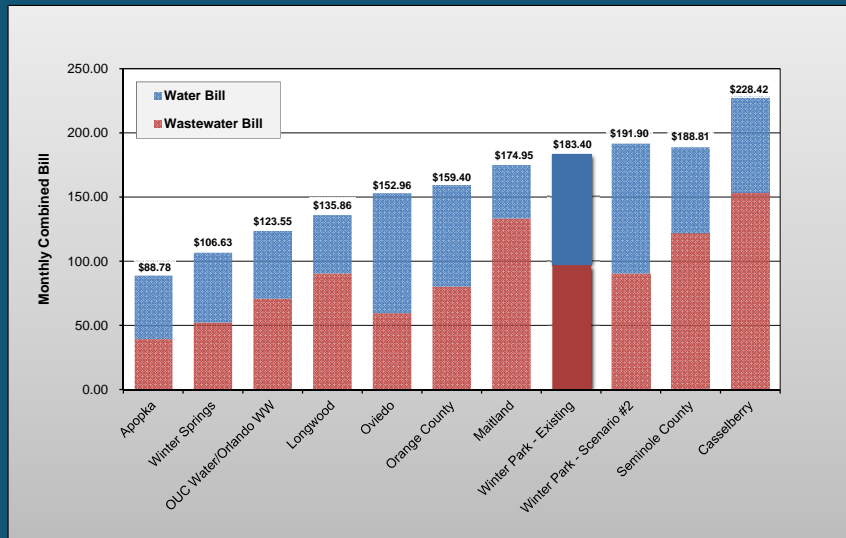


## ¾" – 13,000 Gallon/Month Residential Bill Comparison

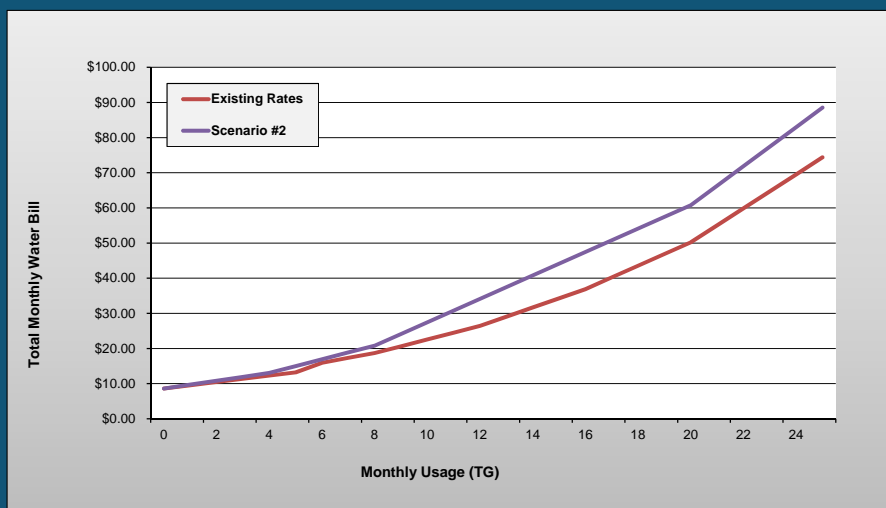




## 1" – 25,000 Gallon/Month Residential Bill Comparison

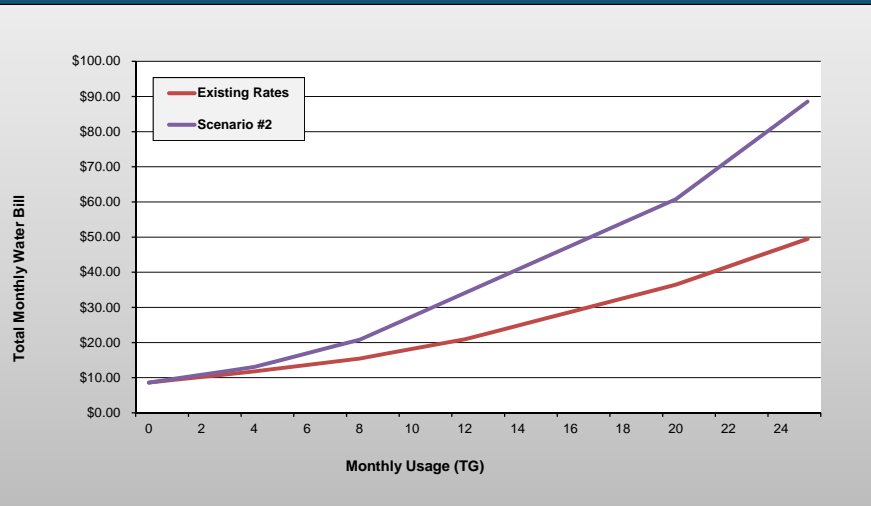


## Comparison of Monthly Water Bills for ¾" Inside City Residential Customer





## Comparison of Monthly Water Bills for ¾" Inside City Commercial Customer



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





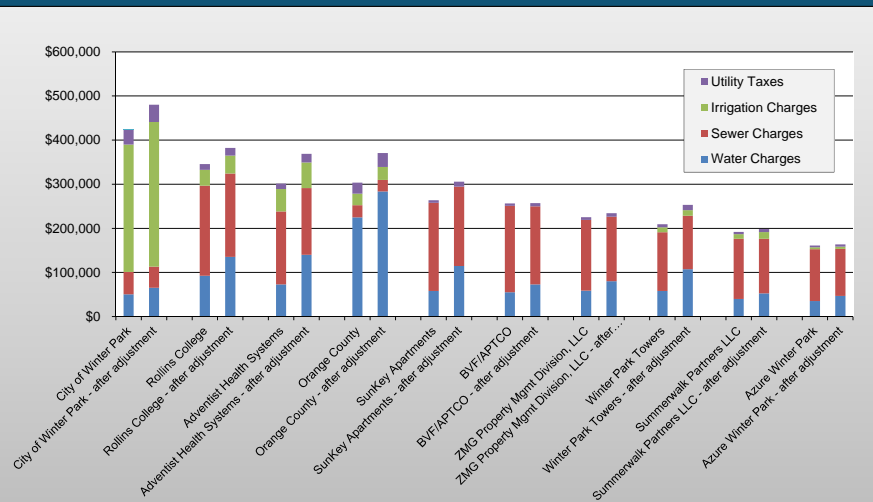
## Comparison of Combined Water and Sewer Bills for Top 10 Customers using Existing vs. Scenario #2 Recommended Rates

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

Top 10 Customers	Combined Total Monthly Water and Sewer Bills*			
	At Existing Rates	% Total Revs.	Recommended Rates	% Change
City of Winter Park	\$35,323.81	1.33%	\$40,012.87	13%
Rollins College	\$28,798.20	1.09%	\$31,861.97	11%
Orange County	\$25,291.31	0.95%	\$30,877.38	22%
Adventist Health Systems	\$25,125.16	0.95%	\$30,749.46	22%
SunKey Apartments	\$21,986.72	0.83%	\$25,485.63	16%
BVF/APTCO	\$21,371.32	0.81%	\$21,437.74	0%
ZMG Property Mgmt Division, LLC	\$18,754.85	0.71%	\$19,533.21	4%
Winter Park Towers	\$17,443.00	0.66%	\$21,101.67	21%
Summerwalk Partners LLC	\$16,001.23	0.60%	\$16,536.79	3%
Azure Winter Park	\$13,418.18	0.51%	\$13,631.61	2%
<b>TOTALS</b>	<b>\$223,513.78</b>	<b>8.44%</b>	<b>\$251,228.33</b>	<b>11.40%</b>

\* bill rates include water, sewer, irrigation and utility taxes charges

## Impact of Water and Sewer Rate Adjustments on Top Ten Users (based on consumption history for the twelve months ended July 31, 2012)





# Thank You!

◆ Questions?





## FOLLOWING SLIDES ARE BACKUP ONLY

### Utility Capital + R&R Projects

Table A-13  
Budgeted & Projected Water & Sewer Fund Capital Projects

Project Description By Funding Source	Estimated Total Cost (2)	2012	2013	Projected Expenditures in Fiscal Year (2)			
				2014	2015	2016	2017
<u>WATER &amp; SEWER FEES</u>							
Renewal and Replacement:							
Rehabilitation of Defective Sewer Mains	3,600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00
Rehabilitation of Sanitary Manholes	625,000.00	100,000.00	75,000.00	100,000.00	100,000.00	125,000.00	125,000.00
Short Liner Installation	1,750,000.00	250,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
Upgrade Water Mains	3,050,000.00	500,000.00	450,000.00	500,000.00	500,000.00	550,000.00	550,000.00
Replace AC Sanitary Force Mains	240,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
Lift station upgrades	1,050,000.00	-	200,000.00	250,000.00	200,000.00	200,000.00	200,000.00
Utility patch crew	2,153,936.00	357,259.00	337,830.00	348,265.00	359,013.00	370,083.00	381,486.00
Total renewal and replacement	12,468,936.00	1,847,259.00	2,002,830.00	2,138,265.00	2,099,013.00	2,185,083.00	2,196,486.00
Capital Projects:							
Enterprise GIS & Data Collection	600,000.00	-	-	300,000.00	300,000.00	-	-
Expansion of Reclaimed Water System	1,550,000.00	-	-	-	300,000.00	1,250,000.00	-
Upgrading/re-rating Iron Bridge Regional WWTP, City's Share (4)	1,284,938.00	-	-	-	1,284,938.00	-	-
IT Infrastructure Upgrades	242,500.00	35,000.00	37,500.00	37,500.00	42,500.00	45,000.00	45,000.00
Funding Facility Replacement Account for PW Complex items	212,496.00	31,496.00	33,500.00	35,000.00	37,500.00	37,500.00	37,500.00
Total capital projects	3,889,934.00	66,496.00	71,000.00	372,500.00	1,964,938.00	1,332,500.00	82,500.00
Subtotal Water & Sewer Fees	16,358,870.00	1,913,755.00	2,073,830.00	2,510,765.00	4,063,951.00	3,517,583.00	2,278,986.00
<u>WATER IMPACT FEES</u>							
Expansion of Reclaimed Water System	2,700,000.00	-	500,000.00	1,250,000.00	950,000.00	-	-
<u>SEWER IMPACT FEES</u>							
Purchase Additional Sewer Capacity at Altamonte Springs WWTP	1,500,000.00	-	-	-	500,000.00	1,000,000.00	-
GRAND TOTAL	20,558,870.00	1,913,755.00	2,573,830.00	3,760,765.00	5,513,951.00	4,517,583.00	2,278,986.00



## Rate Study Background

- ◆ Previous rate study completed 2004
- ◆ Rates were adjusted by uniform % increase – no cost of service considerations
- ◆ Since then, annual CPI adjustments only
- ◆ In recent years, city invested heavily in potable water facilities w/ significant debt resulting in required subsidy from wastewater system
- ◆ City will be able to avoid much higher cost in future of transmitting and treating alternative water supplies (AWS) by:
  - ◆ Existing investment in potable water facilities
  - ◆ Planned investment in reclaimed water facilities
  - ◆ Proposed steeper water conservation blocks

## Rate Study Background (cont.)

- ◆ Many other utilities do not yet have AWS costs incorporated into their water rates
- ◆ Review of regional water supply plans suggests AWS costs 4 to 5 times that of fresh groundwater supplies used historically in Florida
- ◆ Since city projects no significant growth in water demand due to being nearly built-out, future water demands may well be met at same permitted consumptive use through conservation and increased use of reclaimed water for irrigation



## **Rate Study Background (cont.)**

- ◆ CDM smith recommended conservation rate structure
- ◆ City recently directed two additional scenarios be analyzed to mitigate impact on utility rates
- ◆ Presentation today gives results of additional analysis

## **Financial Requirements Per Bonds**

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



## Water Customer Data Updated to FY 2012

Summary of Water Revenues @ Existing Rates							
Customer Class	Inside City			Outside City			Combined Totals
	Base	Volume	Total	Base	Volume	Total	
Residential	\$1,120,639	\$1,972,044	\$3,092,682	\$1,101,166	\$1,135,606	\$2,236,772	\$5,329,454
Public Authority	\$20,753	\$25,143	\$45,897	\$18,930	\$7,233	\$26,163	\$72,059
Commercial	\$344,800	\$440,785	\$785,585	\$352,495	\$515,892	\$868,387	\$1,653,972
Multi-Family	\$141,296	\$110,702	\$251,998	\$387,372	\$385,180	\$772,552	\$1,024,550
<b>Irrigation:</b>							
Residential	\$58,375	\$1,165,378	\$1,223,752	\$22,352	\$152,499	\$174,851	\$1,398,603
Public Authority	\$10,383	\$187,703	\$198,086	\$3,676	\$11,277	\$14,953	\$213,039
Commercial	\$21,709	\$596,303	\$618,012	\$22,094	\$498,211	\$520,305	\$1,138,317
Multi-Family	\$2,845	\$54,194	\$57,038	\$5,401	\$12,421	\$17,822	\$74,860
<b>Irrigation Subtotals</b>	<b>\$93,312</b>	<b>\$2,003,578</b>	<b>\$2,096,889</b>	<b>\$53,523</b>	<b>\$674,407</b>	<b>\$727,930</b>	<b>\$2,824,819</b>
<b>FY 2010 Grand Totals</b>	<b>\$1,720,800</b>	<b>\$4,552,251</b>	<b>\$6,273,051</b>	<b>\$1,901,789</b>	<b>\$2,718,318</b>	<b>\$4,631,804</b>	<b>\$10,904,855</b>
<b>Multipliers:</b>	<b>1.00</b>	<b>1.15</b>		<b>1.00</b>	<b>1.15</b>		
<b>Adjusted Totals</b>	<b>\$1,720,800</b>	<b>\$5,235,089</b>	<b>\$6,955,889</b>	<b>\$1,901,789</b>	<b>\$3,126,066</b>	<b>\$5,027,855</b>	<b>\$11,983,744</b>

Table S#2 - 1 - Summary of Total Billable Water Volume by Block for Scenario #2 (TG) - Inside City (1)

Existing Block & Customer Class	Recommended Blocks							
	Block 1		Block 2		Block 3		Block 4	
	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)
<b>Block 1:</b>								
Residential	1 to 4	410,806						
Multi-Family	1 to 4	138,377						
Public Authority (2)	Varies	10,298						
Commercial (2)	Varies	113,949						
Irrigation (3)	None	N/A						
<b>Total Block 1</b>		<b>673,431</b>						
<b>Block 2:</b>								
Residential			5 to 8	210,182				
Multi-Family			5 to 8	0				
Public Authority (2)			Varies	3,957				
Commercial (2)			Varies	57,614				
Irrigation (3)			None	N/A				
<b>Total Block 2</b>				<b>271,753</b>				
<b>Block 3:</b>								
Residential					9 to 12	119,145		
Multi-Family					9 to 12	0		
Public Authority (2)					Varies	2,479		
Commercial (2)					Varies	39,374		
Irrigation (3)			1 to 4	85,380	None	N/A		
<b>Total Block 3</b>				<b>85,380</b>		<b>160,998</b>		
<b>Block 4:</b>								
Residential					13 to 16	81,558		
Multi-Family					13 to 16	0		
Public Authority (2)					Varies	2,476		
Commercial (2)					Varies	45,907		
Irrigation (3)					5 to 8	71,479		
<b>Total Block 4</b>						<b>201,420</b>		
<b>Block 5:</b>								
Residential					17 to 20	50,126		
Multi-Family					17 to 20	0		
Public Authority (2)					Varies	3,425		
Commercial (2)					Varies	79,738		
Irrigation (3)					9 to 12	56,995		
<b>Total Block 5</b>						<b>199,283</b>		
<b>Block 6:</b>								
Residential							> 20	198,978
Multi-Family							> 20	0
Public Authority (2)							Varies	0
Commercial (2)							Varies	0
Irrigation (3)							> 12	326,844
<b>Total Block 6</b>								<b>525,822</b>
<b>Grand Totals</b>		<b>673,431</b>		<b>357,133</b>		<b>561,700</b>		<b>525,822</b>



Table S#2 - 2 - Summary of Total Billable Water Volume by Block for Scenario #2 (TG) - Outside City (1)								
Existing Block & Customer Class	Recommended Blocks							
	Block 1		Block 2		Block 3		Block 4	
	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)
<b>Block 1:</b>								
Residential	1 to 4	361,417						
Multi-Family	1 to 4	385,180						
Public Authority (2)	Varies	3,007						
Commercial (2)	Varies	102,793						
Irrigation (3)	None	N/A						
Total Block 1		852,397						
<b>Block 2:</b>								
Residential			5 to 8	154,522				
Multi-Family			5 to 8	0				
Public Authority (2)			Varies	1,595				
Commercial (2)			Varies	59,875				
Irrigation (3)			None	0				
Total Block 2				215,992				
<b>Block 3:</b>								
Residential					9 to 12	64,762		
Multi-Family					9 to 12	0		
Public Authority (2)					Varies	721		
Commercial (2)					Varies	40,894		
Irrigation (3)			1 to 4	17,632	None	N/A		
Total Block 3				17,632		106,377		
<b>Block 4:</b>								
Residential					13 to 16	34,267		
Multi-Family					13 to 16	0		
Public Authority (2)					Varies	590		
Commercial (2)					Varies	51,706		
Irrigation (3)					5 to 8	13,093		
Total Block 4						99,656		
<b>Block 5:</b>								
Residential					17 to 20	20,200		
Multi-Family					17 to 20	0		
Public Authority (2)					Varies	256		
Commercial (2)					Varies	85,812		
Irrigation (3)					9 to 12	9,960		
Total Block 5						116,229		
<b>Block 6:</b>								
Residential							> 20	44,542
Multi-Family							> 20	0
Public Authority (2)							Varies	0
Commercial (2)							Varies	0
Irrigation (3)							> 12	93,566
Total Block 6								138,108
Grand Totals		852,397		233,624		322,262		138,108

## WW Customer Data Updated to FY 2012

Summary of Sewer Revenues @ Existing Rates								
Customer Class	Inside City			Outside City			Combined	
	Base	Volume	Total	Base	Volume	Total	Totals	
Residential	\$1,046,763	\$2,767,131	\$3,813,895	\$770,739	\$1,940,675	\$2,711,414	\$6,525,309	
Public Authority	\$24,533	\$100,580	\$125,113	\$9,178	\$25,871	\$35,049	\$160,163	
Commercial	\$306,812	\$1,326,209	\$1,633,021	\$229,434	\$1,329,082	\$1,558,516	\$3,191,536	
Multi-Family	\$281,247	\$614,876	\$896,123	\$771,787	\$2,136,911	\$2,908,698	\$3,804,821	
FY 2010 Grand Total @	\$1,659,356	\$4,808,796		\$1,781,140	\$5,432,538			
Multipliers:	1.00	1.00		1.00	1.00			
Adjusted Totals	\$1,659,356	\$4,808,796	\$6,468,152	\$1,781,140	\$5,432,538	\$7,213,678	\$13,681,830	



## Combined Total Systems Pro Forma

Description	FISCAL YEAR - PROJECTED			
	2013	2014	2015	2016
<b>Revenues:</b>				
Water Rates (1)	\$12,681,682	\$12,681,682	\$12,681,682	\$12,681,682
Wastewater Rates (2)	13,765,000	13,765,000	13,765,000	13,765,000
Reclaimed Water Rates	0	0	0	0
Interest Earnings	133,200	133,200	133,200	133,200
All Other	396,000	396,000	396,000	396,000
<b>Total Revenues</b>	<b>\$26,975,882</b>	<b>\$26,975,882</b>	<b>\$26,975,882</b>	<b>\$26,975,882</b>
<b>Total Operating Expenses</b>	<b>\$17,920,096</b>	<b>\$18,457,699</b>	<b>\$19,011,430</b>	<b>\$19,581,773</b>
<b>Net Operating Revenues</b>	<b>\$9,055,786</b>	<b>\$8,518,183</b>	<b>\$7,964,452</b>	<b>\$7,394,109</b>
<b>Debt Service &amp; Coverage:</b>				
Total Annual Debt Service	\$5,870,532	\$5,885,863	\$5,869,813	\$5,866,463
Debt Service Coverage	154%	145%	136%	126%
<b>Net Op. Revs. After D/S</b>	<b>\$3,185,254</b>	<b>\$2,632,320</b>	<b>\$2,094,639</b>	<b>\$1,527,646</b>
<b>Other Expenditures to be Funded:</b>				
R & R Expenditures (3)	\$2,002,830	\$2,138,265	\$2,099,013	\$2,185,083
Capital Projects (3)	71,000	372,500	1,964,938	1,332,500
Transfers (3)	1,914,100	1,971,523	2,030,669	2,091,589
<b>Total Other Expenditures</b>	<b>\$3,987,930</b>	<b>\$4,482,288</b>	<b>\$6,094,620</b>	<b>\$5,609,172</b>
<b>Annual Surplus/(Deficit):</b>				
Cash	(\$802,676)	(\$1,849,968)	(\$3,999,981)	(\$4,081,526)
Coverage	1,717,621	1,160,854	627,185	61,030
Governing Surplus/(Deficit)	(\$802,676)	(\$1,849,968)	(\$3,999,981)	(\$4,081,526)
<b>Required Revenue Adjustments:</b>				
Cumulative	3.0%	7.0%	15.1%	15.4%
Annual	<b>3.0%</b>	<b>3.8%</b>	7.6%	0.3%

## Combined Wastewater & Reclaimed Water Pro Forma

Description	Fiscal Year - Projected			
	2013	2014	2015	2016
<b>Revenues:</b>				
Sewer Inside - Estimated FY 2012	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000
Sewer Outside - Estimated FY 2012	7,200,000	7,200,000	7,200,000	7,200,000
Industrial Waste Inside	50,000	50,000	50,000	50,000
Industrial Waste Outside	15,000	15,000	15,000	15,000
Interest Earnings	66,600	66,600	66,600	66,600
Reclaimed Water Revenues	0	0	0	0
All Other	43,000	43,000	43,000	43,000
<b>Total Revenues</b>	<b>\$13,874,600</b>	<b>\$13,874,600</b>	<b>\$13,874,600</b>	<b>\$13,874,600</b>
<b>Operating Expenses:</b>				
Subtotal Wastewater	\$8,731,024	\$8,992,954	\$9,262,743	\$9,540,625
Subtotal Reclaimed Water	978,095	1,007,438	1,037,661	1,068,791
<b>Total Operating Expenses</b>	<b>\$9,709,119</b>	<b>\$10,000,392</b>	<b>\$10,300,404</b>	<b>\$10,609,416</b>
<b>Net Operating Revenues</b>	<b>\$4,165,481</b>	<b>\$3,874,208</b>	<b>\$3,574,196</b>	<b>\$3,265,184</b>
<b>Debt Service &amp; Coverage:</b>				
Subtotal Wastewater Annual D/S	\$968,667	\$971,479	\$969,587	\$968,271
Subtotal Reclaimed Annual D/S	0	0	0	0
<b>Total Annual Debt Service</b>	<b>\$968,667</b>	<b>\$971,479</b>	<b>\$969,587</b>	<b>\$968,271</b>
Debt Service Coverage	430%	399%	369%	337%
<b>Net Op. Revs. After D/S</b>	<b>\$3,196,814</b>	<b>\$2,902,729</b>	<b>\$2,604,609</b>	<b>\$2,296,913</b>
<b>Other Expenditures to be Funded:</b>				
R & R Expenditures	\$1,382,596	\$1,462,813	\$1,418,187	\$1,448,723
Capital Expenditures	24,850	182,875	1,770,438	1,278,875
Transfers	689,076	709,748	731,041	752,972
<b>Total Other Expenditures</b>	<b>\$2,096,522</b>	<b>\$2,355,437</b>	<b>\$3,919,666</b>	<b>\$3,480,570</b>
<b>Annual Surplus/(Deficit):</b>				
Cash	\$1,100,292	\$547,292	(\$1,315,058)	(\$1,183,657)
Coverage	\$2,954,647	\$2,659,859	\$2,362,212	\$2,054,845
Governing Surplus/(Deficit)	\$1,100,292	\$547,292	(\$1,315,058)	(\$1,183,657)
<b>Required Rate Adjustments:</b>				
Cumulative	-8.0%	-4.0%	9.6%	8.6%
Annual	<b>-8.0%</b>	<b>4.4%</b>	14.1%	-0.9%



## Water System Pro Forma

	Fiscal Year - Projected			
	2013	2014	2015	2016
<b>Revenues:</b>				
Water Inside - Estimated FY 2012	\$7,000,000	\$7,000,000	\$7,000,000	\$7,000,000
Water Outside - Estimated FY 2012	4,900,000	4,900,000	4,900,000	4,900,000
City Water Bill Revenue	130,000	130,000	130,000	130,000
Fire Lines Water	365,000	365,000	365,000	365,000
Interest Earnings	66,600	66,600	66,600	66,600
All Other	353,000	353,000	353,000	353,000
<b>Total Revenues</b>	<b>\$12,814,600</b>	<b>\$12,814,600</b>	<b>\$12,814,600</b>	<b>\$12,814,600</b>
<b>Total Operating Expenses</b>	<b>8,210,978</b>	<b>8,457,307</b>	<b>8,711,026</b>	<b>8,972,357</b>
<b>Net Operating Revenues</b>	<b>\$4,603,622</b>	<b>\$4,357,293</b>	<b>\$4,103,574</b>	<b>\$3,842,243</b>
<b>Debt Service &amp; Coverage:</b>				
Total Annual Debt Service	\$4,901,865	\$4,914,384	\$4,900,226	\$4,898,192
Debt Service Coverage	94%	89%	84%	85%
<b>Net Op. Revs. After D/S</b>	<b>(\$298,242)</b>	<b>(\$557,091)</b>	<b>(\$796,652)</b>	<b>(\$1,055,949)</b>
<b>Other Expenditures to be Funded:</b>				
R & R Expenditures	\$620,234	\$675,451	\$680,825	\$736,361
Capital Expenditures	46,150	189,625	194,500	53,625
Transfers	1,225,024	1,261,775	1,299,628	1,338,617
<b>Total Other Expenditures</b>	<b>\$1,891,408</b>	<b>\$2,126,851</b>	<b>\$2,174,953</b>	<b>\$2,128,602</b>
<b>Annual Surplus/(Deficit):</b>				
Cash	(\$2,189,650)	(\$2,683,942)	(\$2,971,605)	(\$3,184,551)
Coverage	(\$1,523,709)	(\$1,785,687)	(\$2,021,708)	(\$2,280,497)
Governing Surplus/(Deficit)	(\$2,189,650)	(\$2,683,942)	(\$2,971,605)	(\$3,184,551)
<b>Required Rate Adjustments:</b>				
Cumulative	18.2%	22.3%	24.7%	26.5%
Annual	18.2%	3.5%	2.0%	1.4%

## Reclaimed Water System Pro Forma

Description	Fiscal Year - Projected			
	2013	2014	2015	2016
<b>Revenues:</b>				
Reclaimed Revenue Inside	\$0	\$0	\$0	\$0
Reclaimed Revenue Outside	0	0	0	0
Interest Earnings	0	0	0	0
All Other	0	0	0	0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Operating Expenses</b>	<b>\$978,095</b>	<b>\$1,007,438</b>	<b>\$1,037,661</b>	<b>\$1,068,791</b>
<b>Net Operating Revenues</b>	<b>(\$978,095)</b>	<b>(\$1,007,438)</b>	<b>(\$1,037,661)</b>	<b>(\$1,068,791)</b>
<b>Debt Service &amp; Coverage:</b>				
Total Annual Debt Service	\$0	\$0	\$0	\$0
Debt Service Coverage	N/A	N/A	N/A	N/A
<b>Net Op. Revs. After D/S</b>	<b>(\$978,095)</b>	<b>(\$1,007,438)</b>	<b>(\$1,037,661)</b>	<b>(\$1,068,791)</b>
<b>Other Expenditures to be Funded:</b>				
R & R Expenditures	\$0	\$0	\$0	\$0
Capital Expenditures	0	0	0	0
Transfers	0	0	0	0
<b>Total Other Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Annual Surplus/(Deficit):</b>				
Cash	(\$978,095)	(\$1,007,438)	(\$1,037,661)	(\$1,068,791)
Coverage	(\$978,095)	(\$1,007,438)	(\$1,037,661)	(\$1,068,791)
Governing Surplus/(Deficit)	(\$978,095)	(\$1,007,438)	(\$1,037,661)	(\$1,068,791)
<b>Required Rate Per 1,000 Gallons</b>	<b>\$7.75</b>	<b>\$7.98</b>	<b>\$8.22</b>	<b>\$8.47</b>



## Previously Recommended Water Rates

- ◆ Maintain 25% outside city (county) surcharge
- ◆ Maintain existing monthly availability (base) charges, except for multi-family
- ◆ Set multi-family base charge @ 53.8% of ¾" residential customer
- ◆ Decrease irrigation rate blocks to 3; decrease all other blocks to 4
- ◆ Consider impacts of price elasticity on volume charges
- ◆ Steepen rate blocks
- ◆ Set levels to be sufficient through FY 2013; resume annual CPI adjustments thereafter

## Recommended Water Rates – Base Charges

Customer Class	Meter Size								
	¾"	1"	1-1/2"	2"	3"	4"	6"	8"	10"
Relative Capacities:	1.0	2.5	5.0	8.0	16.0	25.0	50.0	80.0	115.0
<u>INSIDE CITY</u>									
Multi-Family/DU (1)	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64
All Others (2)	\$8.62	\$21.55	\$43.10	\$68.96	\$137.92	\$215.50	\$431.00	\$689.60	\$991.30
<u>OUTSIDE CITY (3)</u>									
Multi-Family/DU	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80
All Others	\$10.78	\$26.95	\$53.90	\$86.24	\$172.48	\$269.50	\$539.00	\$862.40	\$1,239.70

(1) Equals existing charge for All Others - ¾" meter size multiplied by capacity factor of 53.8%.

(2) Equals existing charges, with scaling factors corrected for 8" and 10" meters.

(3) Equals respective values for Inside City increased by 25%.



Recommended Water Rates – Volume Charges									
Customer Class	Meter Size								
	3/4"	1"	1-1/2"	2"	3"	4"	6"	8"	10"
<b>INSIDE CITY</b>									
<b>Residential &amp; Multi-Family:</b>									
Block 1 (1 to 4 TG)	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11
Block 2 (5 to 8 TG)	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94
Block 3 (9 to 20 TG)	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33
Block 4 (> 20 TG)	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55
<b>Commercial &amp; Public Authority:</b>									
Block 1:									
Range (TG)	1 to 4	1 to 10	1 to 20	1 to 32	1 to 64	1 to 100	1 to 200	1 to 320	1 to 460
Rate	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11
Block 2:									
Range (TG)	5 to 8	11 to 20	21 to 40	33 to 64	65 to 128	101 to 200	201 to 400	321 to 640	461 to 920
Rate	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94
Block 3:									
Range (TG)	9 to 20	21 to 50	41 to 100	65 to 160	129 to 320	201 to 500	401 to 1,000	641 to 1,600	921 to 2,300
Rate	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33
Block 4:									
Range (TG)	> 20	> 50	> 100	> 160	> 320	> 500	> 1,000	> 1,600	> 2,300
Rate	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55
<b>Irrigation</b>									
Block 1 (1 to 4 TG)	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94
Block 2 (5 to 8 TG)	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33
Block 3 (9 to 12 TG)	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25
Block 4 (> 12 TG)	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55
<b>OUTSIDE CITY</b>									
<b>Residential &amp; Multi-Family:</b>									
Block 1 (1 to 4 TG)	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38
Block 2 (5 to 8 TG)	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Block 3 (9 to 20 TG)	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
Block 4 (> 20 TG)	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93
<b>Commercial &amp; Public Authority:</b>									
Block 1:									
Range (TG)	1 to 4	1 to 10	1 to 20	1 to 32	1 to 64	1 to 100	1 to 200	1 to 320	1 to 460
Rate	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38
Block 2:									
Range (TG)	5 to 8	11 to 20	21 to 40	33 to 64	65 to 128	101 to 200	201 to 400	321 to 640	461 to 920
Rate	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Block 3:									
Range (TG)	9 to 20	21 to 50	41 to 100	65 to 160	129 to 320	201 to 500	401 to 1,000	641 to 1,600	921 to 2,300
Rate	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
Block 4:									
Range (TG)	> 20	> 50	> 100	> 160	> 320	> 500	> 1,000	> 1,600	> 2,300
Rate	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93
<b>Irrigation</b>									
Block 1 (1 to 4 TG)	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Block 2 (5 to 8 TG)	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
Block 3 (9 to 12 TG)	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31

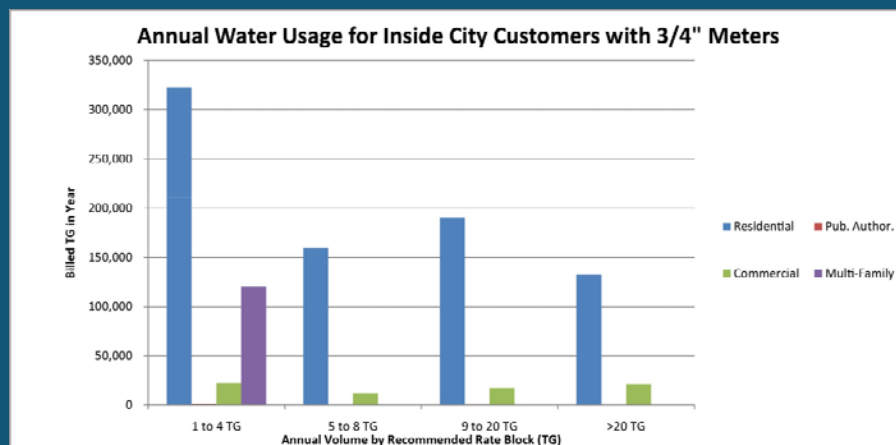
Recommended Wastewater Rates									
Inside/Outside & Customer Class	Meter Size (Inches) (1)								Multi-Fam. Per DU (2)
	3/4	1	1-1/2	2	3	4	6	8	10
<u>MONTHLY AVAILABILITY CHARGE</u>									
<u>Inside City:</u>									
I Residential, Commercial & Public Authority Accounts	\$10.19	\$25.48	\$50.95	\$81.52	\$163.04	\$254.75	\$509.50	\$815.20	\$1,171.85
I Multi-Family Dwelling Units									\$5.48
<u>Outside City:</u>									
I Residential, Commercial & Public Authority Accounts	\$12.73	\$31.83	\$63.65	\$101.84	\$203.68	\$318.25	\$636.50	\$1,018.40	\$1,463.95
I Multi-Family Dwelling Units									\$6.85
<u>UNIFORM VOLUME CHARGE</u>									
	<u>Rate/TG</u>								
<u>Inside City:</u>									
I Customer Classes	\$4.64	Residential and multi-family accounts served by irrigation meters not charged for over 14,000 gallons per month per dwelling unit for wastewater service.							
<u>Outside City:</u>									
I Customer Classes	\$5.80	Residential and multi-family accounts served by irrigation meters not charged for over 14,000 gallons per month per dwelling unit for wastewater service.							



## Alternatives for Reclaimed Water Rates

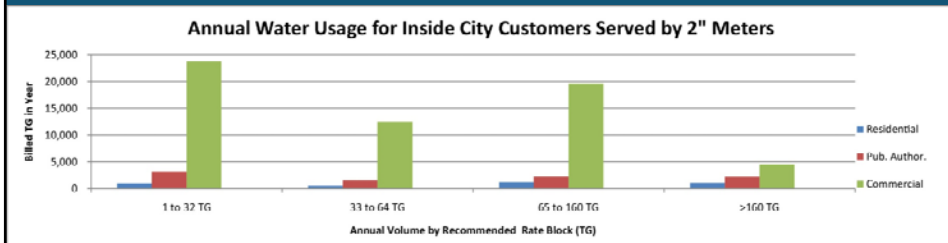
- ◆ Must be considered in concert with wastewater rates for revenue sufficiency
- ◆ Must consider operating cost recovery and capital cost recovery separately
- ◆ Consider application of water impact fees for alternative water supply capital investment
- ◆ Consider bulk and retail customer classes
- ◆ Must dovetail expiry of current agreements with implementation of rates

## Annual Water Usage

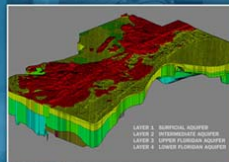




## Annual Water Usage







September 5, 2012

Utility Advisory Board Workshop Meeting  
Re: Water, Wastewater & Reclaimed Water Rate Study

**CDM  
Smith**

## Agenda

- ◆ Highlights of Rate Study Modifications
- ◆ Overall % Revenue Adjustments
- ◆ Ratemaking Goals
- ◆ Analysis of Additional Scenarios
- ◆ Impacts on Monthly Bills
- ◆ Questions and Discussion



## Highlights of Rate Study Modifications

- ◆ Previous presentation to Commission on 2/27/12
- ◆ Directed to perform additional analysis to soften impact on ratepayers
- ◆ Revised capital improvement program as included in recent budget document
- ◆ Recent water usage trends improving revenue picture
- ◆ Analyzed two additional scenarios
- ◆ Presenting results today

3

## Overall % Revenue Adjustments (\* FY 2013 Recommended for Adoption Now)

System	FY 2013 *	FY 2014
Combined	3.0%	3.8%
Water	18.2%	3.5%
Wastewater (incl. Reclaimed)	(8.0%)	4.4%

Typical inside City residential customer using 8,000 gallons per month will see a 1.0% decrease in combined bill with proposed rates. (75% of inside City residential customers with a ¾" meter use up to 8,000 gallons per month.)

4



## Ratemaking Goals

- ◆ Equitability
  - ◆ Between systems
  - ◆ Among customer classes
- ◆ Revenue sufficiency
  - ◆ Bond covenants
  - ◆ Annual cash requirements
- ◆ Foster conservation
- ◆ Simplify rate structure

5

## Scenario #2

- ◆ Elimination of same two subsidies as identified for Scenario #1
- ◆ Compute water conservation rates, but with “flatter” blocks than presented in original rate study report
- ◆ Base rates remain same except for:
  - ◆ Multi-family availability charges modified
  - ◆ Correct scaling factors for 8-inch & 10-inch meters

6

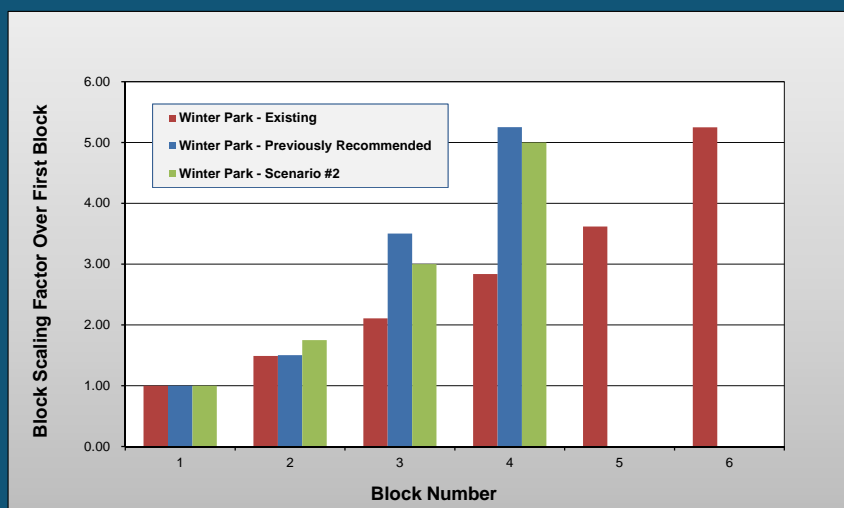


## Scenario #2 (cont.)

- ◆ Decrease wastewater volume charges to reduce revenue subsidy to water
- ◆ Increase water volume charges to generate additional revenues
- ◆ Restructure water volume rate blocks as follows:
  - ◆ To four for all customer classes
  - ◆ Proposed Scenario #2 scaling factors are: 1.0, 1.75, 3.0 & 5.0

7

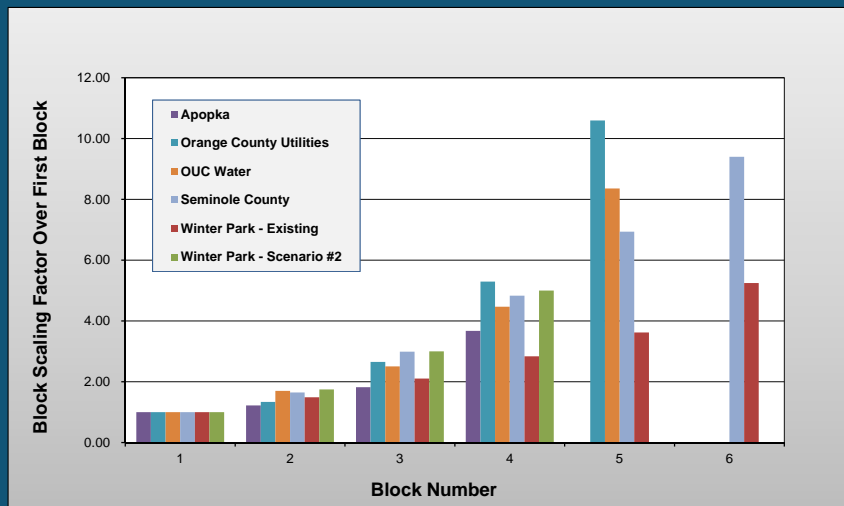
## Comparison of Residential Block Scaling Factors for City's Existing & Alternative Rate Structures



8

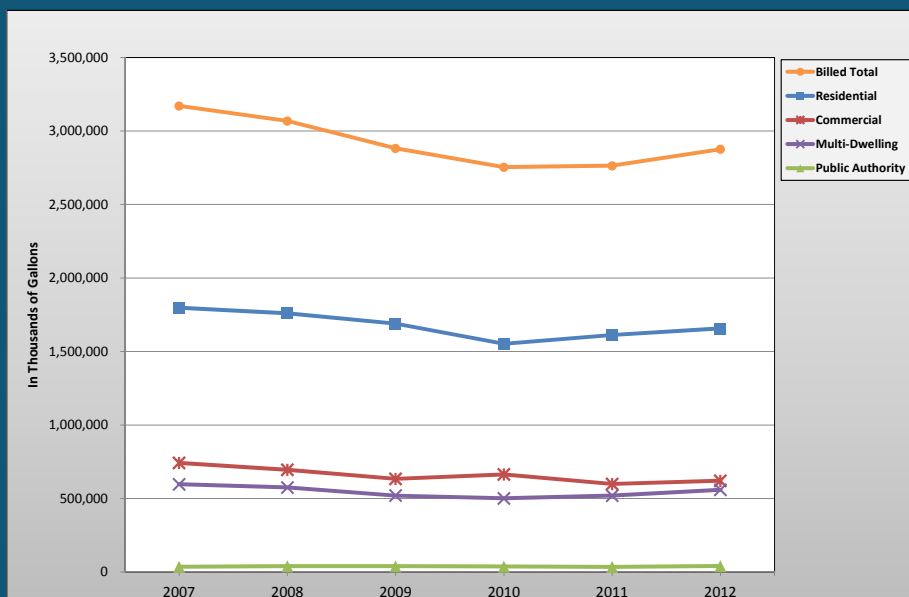


## Comparison of Residential Block Scaling Factors for Inclining Rate Structures



9

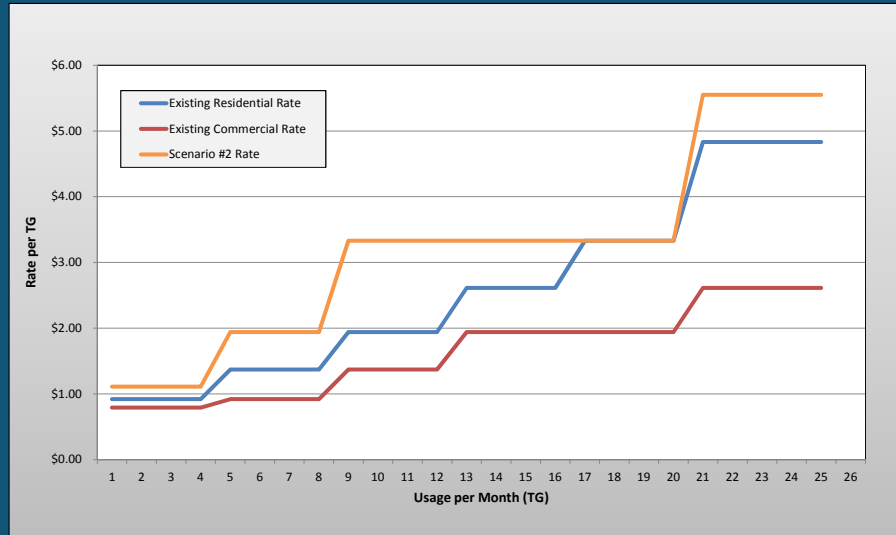
## Total Combined Annual Water Usage



10

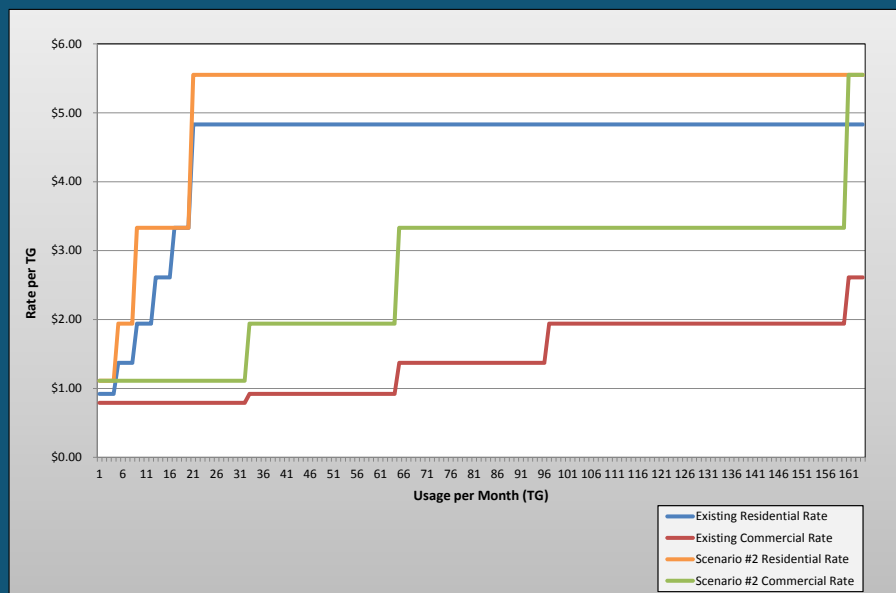


## Existing and Alternative Water Rates for ¾" Meters



11

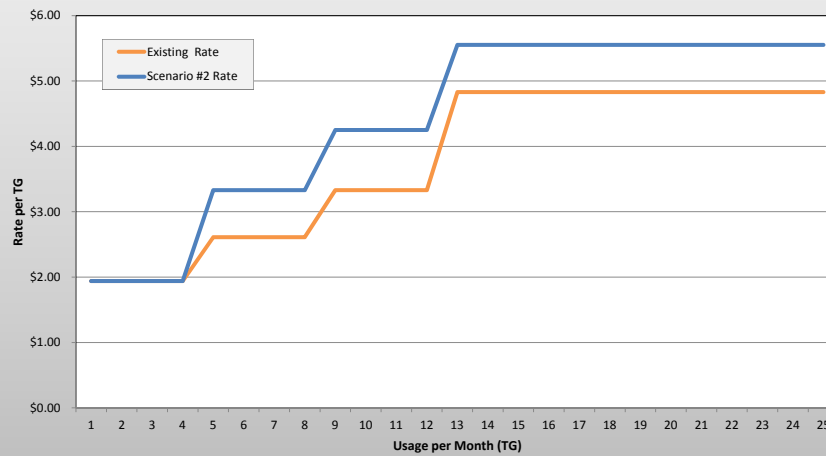
## Existing and Alternative Water Rates for 2" Meters



12

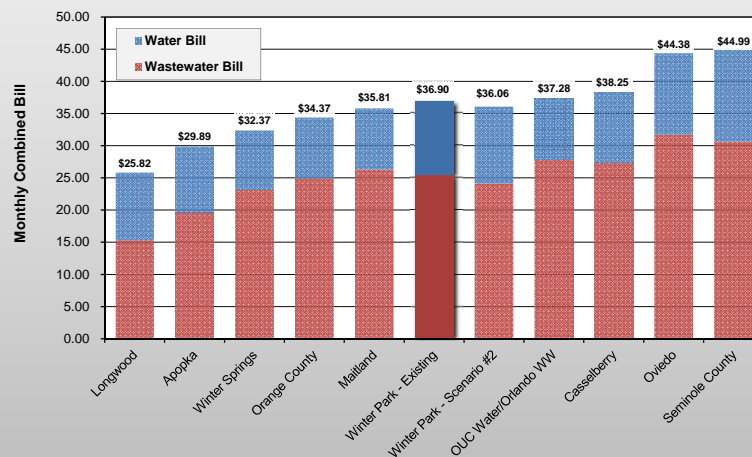


## Existing and Alternative Irrigation Rates for All Meter Sizes



13

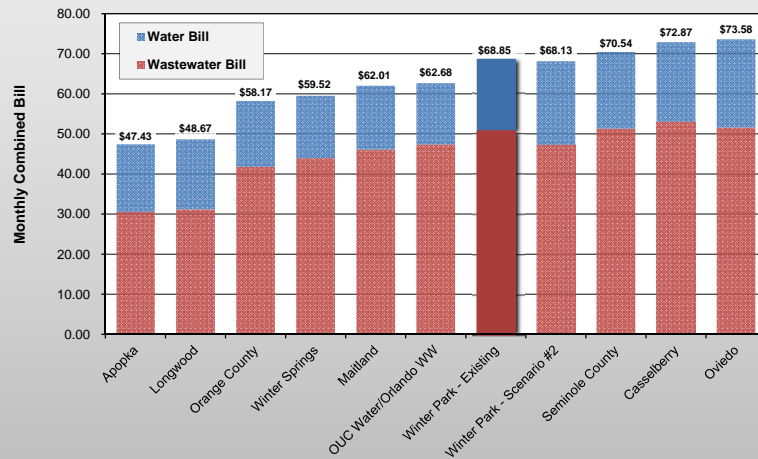
## ¾" – 3,000 Gallon/Month Residential Bill Comparison



14

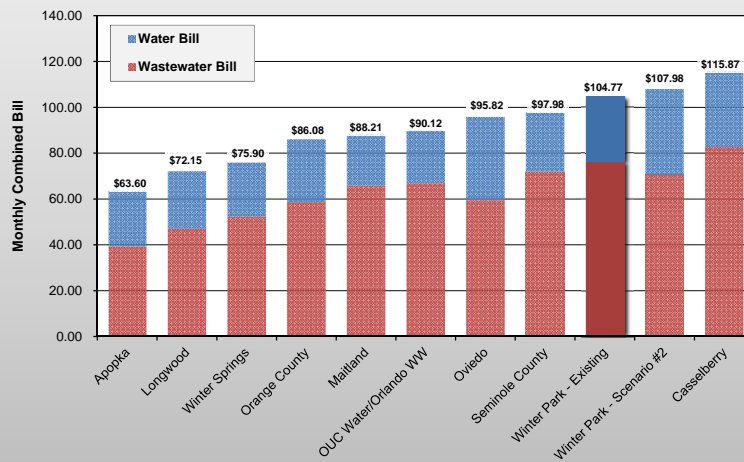


## ¾" – 8,000 Gallon/Month Residential Bill Comparison



15

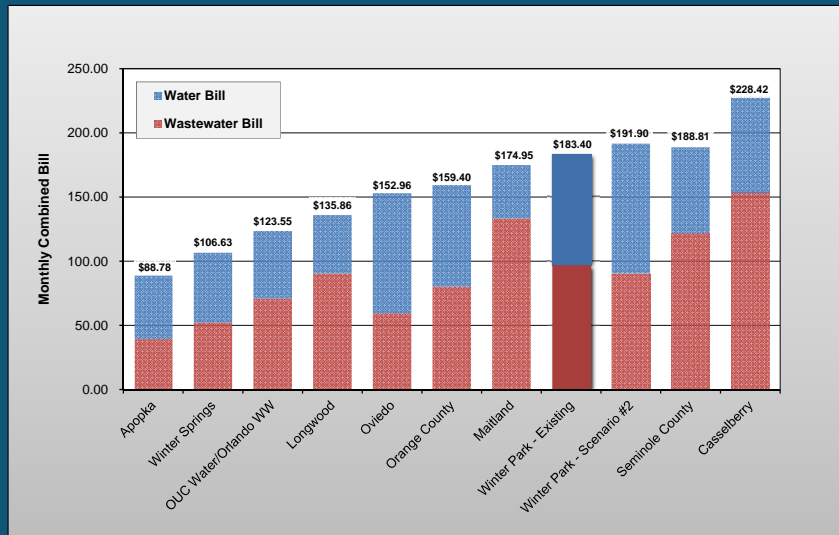
## ¾" – 13,000 Gallon/Month Residential Bill Comparison



16



## 1" – 25,000 Gallon/Month Residential Bill Comparison



17

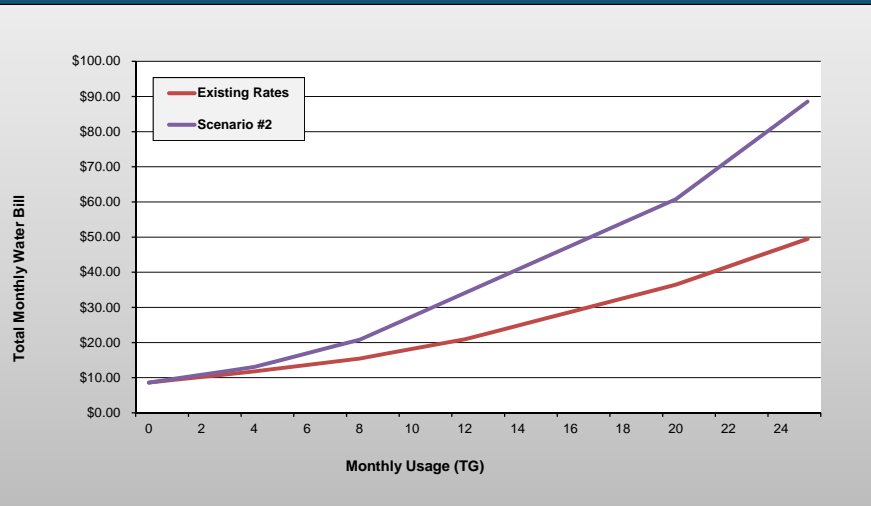
## Comparison of Monthly Water Bills for ¾" Inside City Residential Customer



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## Comparison of Monthly Water Bills for ¾" Inside City Commercial Customer



19

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



20



## Comparison of Combined Water and Sewer Bills for Top 10 Customers using Existing vs. Scenario #2 Recommended Rates

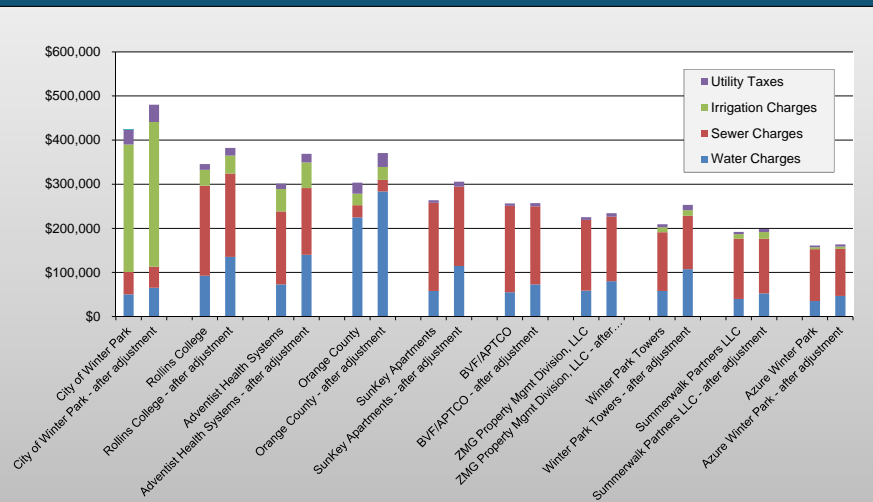
Comparison of Combined Water and Sewer Bills\* for Top 10 Customers using Existing vs. Recommended Rates

Top 10 Customers	Combined Total Monthly Water and Sewer Bills*			
	At Existing Rates	% Total Revs.	Recommended Rates	% Change
City of Winter Park	\$35,323.81	1.33%	\$40,012.87	13%
Rollins College	\$28,798.20	1.09%	\$31,861.97	11%
Orange County	\$25,291.31	0.95%	\$30,877.38	22%
Adventist Health Systems	\$25,125.16	0.95%	\$30,749.46	22%
SunKey Apartments	\$21,986.72	0.83%	\$25,485.63	16%
BVF/APTCO	\$21,371.32	0.81%	\$21,437.74	0%
ZMG Property Mgmt Division, LLC	\$18,754.85	0.71%	\$19,533.21	4%
Winter Park Towers	\$17,443.00	0.66%	\$21,101.67	21%
Summerwalk Partners LLC	\$16,001.23	0.60%	\$16,536.79	3%
Azure Winter Park	\$13,418.18	0.51%	\$13,631.61	2%
<b>TOTALS</b>	<b>\$223,513.78</b>	<b>8.44%</b>	<b>\$251,228.33</b>	<b>11.40%</b>

\* bill rates include water, sewer, irrigation and utility taxes charges

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## Impact of Water and Sewer Rate Adjustments on Top Ten Users (based on consumption history for the twelve months ended July 31, 2012)



22

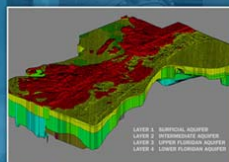


# Thank You!

◆ Questions?

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City of  
Winter Park, FLORIDA



September 5, 2012

Utility Advisory Board Workshop Meeting  
Re: Water, Wastewater & Reclaimed Water Rate Study

**CDM  
Smith**



## FOLLOWING SLIDES ARE BACKUP ONLY

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### Utility Capital + R&R Projects

Table A-13  
Budgeted & Projected Water & Sewer Fund Capital Projects

Project Description By Funding Source	Estimated Total Cost (2)	2012	2013	Projected Expenditures in Fiscal Year (2)			
				2014	2015	2016	2017
<u>WATER &amp; SEWER FEES</u>							
Renewal and Replacement:							
Rehabilitation of Defective Sewer Mains	3,600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00
Rehabilitation of Sanitary Manholes	625,000.00	100,000.00	75,000.00	100,000.00	100,000.00	125,000.00	125,000.00
Short Liner Installation	1,750,000.00	250,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
Upgrade Water Mains	3,050,000.00	500,000.00	450,000.00	500,000.00	500,000.00	550,000.00	550,000.00
Replace AC Sanitary Force Mains	240,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
Lift station upgrades	1,050,000.00	-	200,000.00	250,000.00	200,000.00	200,000.00	200,000.00
Utility patch crew	2,153,936.00	357,259.00	337,830.00	348,265.00	359,013.00	370,083.00	381,486.00
Total renewal and replacement	12,468,936.00	1,847,259.00	2,002,830.00	2,138,265.00	2,099,013.00	2,185,083.00	2,196,486.00
Capital Projects:							
Enterprise GIS & Data Collection	600,000.00	-	-	300,000.00	300,000.00	-	-
Expansion of Reclaimed Water System	1,550,000.00	-	-	-	300,000.00	1,250,000.00	-
Upgrading/re-rating Iron Bridge Regional WWTP, City's Share (4)	1,284,938.00	-	-	-	1,284,938.00	-	-
IT Infrastructure Upgrades	242,500.00	35,000.00	37,500.00	37,500.00	42,500.00	45,000.00	45,000.00
Funding Facility Replacement Account for PW Complex items	212,496.00	31,496.00	33,500.00	35,000.00	37,500.00	37,500.00	37,500.00
Total capital projects	3,889,934.00	66,496.00	71,000.00	372,500.00	1,964,938.00	1,332,500.00	82,500.00
Subtotal Water & Sewer Fees	16,358,870.00	1,913,755.00	2,073,830.00	2,510,765.00	4,063,951.00	3,517,583.00	2,278,986.00
<u>WATER IMPACT FEES</u>							
Expansion of Reclaimed Water System	2,700,000.00	-	500,000.00	1,250,000.00	950,000.00	-	-
<u>SEWER IMPACT FEES</u>							
Purchase Additional Sewer Capacity at Altamonte Springs WWTP	1,500,000.00	-	-	-	500,000.00	1,000,000.00	-
GRAND TOTAL	20,558,870.00	1,913,755.00	2,573,830.00	3,760,765.00	5,513,951.00	4,517,583.00	2,278,986.00



## Rate Study Background

- ◆ Previous rate study completed 2004
- ◆ Rates were adjusted by uniform % increase – no cost of service considerations
- ◆ Since then, annual CPI adjustments only
- ◆ In recent years, city invested heavily in potable water facilities w/ significant debt resulting in required subsidy from wastewater system
- ◆ City will be able to avoid much higher cost in future of transmitting and treating alternative water supplies (AWS) by:
  - ◆ Existing investment in potable water facilities
  - ◆ Planned investment in reclaimed water facilities
  - ◆ Proposed steeper water conservation blocks

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## Rate Study Background (cont.)

- ◆ Many other utilities do not yet have AWS costs incorporated into their water rates
- ◆ Review of regional water supply plans suggests AWS costs 4 to 5 times that of fresh groundwater supplies used historically in Florida
- ◆ Since city projects no significant growth in water demand due to being nearly built-out, future water demands may well be met at same permitted consumptive use through conservation and increased use of reclaimed water for irrigation

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## Rate Study Background (cont.)

- ◆ CDM smith recommended conservation rate structure
- ◆ City recently directed two additional scenarios be analyzed to mitigate impact on utility rates
- ◆ Presentation today gives results of additional analysis

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## Financial Requirements Per Bonds

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

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## Water Customer Data Updated to FY 2012

Summary of Water Revenues @ Existing Rates							
Customer Class	Inside City			Outside City			Combined Totals
	Base	Volume	Total	Base	Volume	Total	
Residential	\$1,120,639	\$1,972,044	\$3,092,682	\$1,101,166	\$1,135,606	\$2,236,772	\$5,329,454
Public Authority	\$20,753	\$25,143	\$45,897	\$18,930	\$7,233	\$26,163	\$72,059
Commercial	\$344,800	\$440,785	\$785,585	\$352,495	\$515,892	\$868,387	\$1,653,972
Multi-Family	\$141,296	\$110,702	\$251,998	\$387,372	\$385,180	\$772,552	\$1,024,550
Irrigation:							
Residential	\$58,375	\$1,165,378	\$1,223,752	\$22,352	\$152,499	\$174,851	\$1,398,603
Public Authority	\$10,383	\$187,703	\$198,086	\$3,676	\$11,277	\$14,953	\$213,039
Commercial	\$21,709	\$596,303	\$618,012	\$22,094	\$498,211	\$520,305	\$1,138,317
Multi-Family	\$2,845	\$54,194	\$57,038	\$5,401	\$12,421	\$17,822	\$74,860
Irrigation Subtotals	\$93,312	\$2,003,578	\$2,096,889	\$53,523	\$674,407	\$727,930	\$2,824,819
FY 2010 Grand Totals	\$1,720,800	\$4,552,251	\$6,273,051	\$1,901,789	\$2,718,318	\$4,631,804	\$10,904,855
Multipliers:	1.00	1.15		1.00	1.15		
Adjusted Totals	\$1,720,800	\$5,235,089	\$6,955,889	\$1,901,789	\$3,126,066	\$5,027,855	\$11,983,744

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Table S#2 - 1 - Summary of Total Billable Water Volume by Block for Scenario #2 (TG) - Inside City (1)								
Existing Block & Customer Class	Recommended Blocks							
	Block 1		Block 2		Block 3		Block 4	
	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)
<b>Block 1:</b>								
Residential	1 to 4	410,806						
Multi-Family	1 to 4	138,377						
Public Authority (2)	Varies	10,298						
Commercial (2)	Varies	113,949						
Irrigation (3)	None	N/A						
Total Block 1		673,431						
<b>Block 2:</b>								
Residential			5 to 8	210,182				
Multi-Family			5 to 8	0				
Public Authority (2)			Varies	3,957				
Commercial (2)			Varies	57,614				
Irrigation (3)			None	N/A				
Total Block 2				271,753				
<b>Block 3:</b>								
Residential					9 to 12	119,145		
Multi-Family					9 to 12	0		
Public Authority (2)					Varies	2,479		
Commercial (2)					Varies	39,374		
Irrigation (3)			1 to 4	85,380	None	N/A		
Total Block 3				85,380		160,998		
<b>Block 4:</b>								
Residential					13 to 16	81,558		
Multi-Family					13 to 16	0		
Public Authority (2)					Varies	2,476		
Commercial (2)					Varies	45,907		
Irrigation (3)					5 to 8	71,479		
Total Block 4						201,420		
<b>Block 5:</b>								
Residential					17 to 20	50,126		
Multi-Family					17 to 20	0		
Public Authority (2)					Varies	3,425		
Commercial (2)					Varies	79,738		
Irrigation (3)					9 to 12	56,995		
Total Block 5						199,283		
<b>Block 6:</b>								
Residential							> 20	198,978
Multi-Family							> 20	0
Public Authority (2)							Varies	0
Commercial (2)							Varies	0
Irrigation (3)							> 12	326,844
Total Block 6								525,822
Grand Totals		673,431		357,133		561,700		525,822



Table S#2 - 2 - Summary of Total Billable Water Volume by Block for Scenario #2 (TG) - Outside City (1)								
Existing Block & Customer Class	Recommended Blocks							
	Block 1		Block 2		Block 3		Block 4	
	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)	Range (TG)	Vol. (TG)
<b>Block 1:</b>								
Residential	1 to 4	361,417						
Multi-Family	1 to 4	385,180						
Public Authority (2)	Varies	3,007						
Commercial (2)	Varies	102,793						
Irrigation (3)	None	N/A						
Total Block 1		852,397						
<b>Block 2:</b>								
Residential			5 to 8	154,522				
Multi-Family			5 to 8	0				
Public Authority (2)			Varies	1,595				
Commercial (2)			Varies	59,875				
Irrigation (3)			None	0				
Total Block 2				215,992				
<b>Block 3:</b>								
Residential					9 to 12	64,762		
Multi-Family					9 to 12	0		
Public Authority (2)					Varies	721		
Commercial (2)					Varies	40,894		
Irrigation (3)			1 to 4	17,632	None	N/A		
Total Block 3				17,632		106,377		
<b>Block 4:</b>								
Residential					13 to 16	34,267		
Multi-Family					13 to 16	0		
Public Authority (2)					Varies	590		
Commercial (2)					Varies	51,706		
Irrigation (3)					5 to 8	13,093		
Total Block 4						99,656		
<b>Block 5:</b>								
Residential					17 to 20	20,200		
Multi-Family					17 to 20	0		
Public Authority (2)					Varies	256		
Commercial (2)					Varies	85,812		
Irrigation (3)					9 to 12	9,960		
Total Block 5						116,229		
<b>Block 6:</b>								
Residential							> 20	44,542
Multi-Family							> 20	0
Public Authority (2)							Varies	0
Commercial (2)							Varies	0
Irrigation (3)							> 12	93,566
Total Block 6								138,108
Grand Totals		852,397		233,624		322,262		138,108

## WW Customer Data Updated to FY 2012

Summary of Sewer Revenues @ Existing Rates								
Customer Class	Inside City			Outside City			Combined	
	Base	Volume	Total	Base	Volume	Total	Totals	
Residential	\$1,046,763	\$2,767,131	\$3,813,895	\$770,739	\$1,940,675	\$2,711,414	\$6,525,309	
Public Authority	\$24,533	\$100,580	\$125,113	\$9,178	\$25,871	\$35,049	\$160,163	
Commercial	\$306,812	\$1,326,209	\$1,633,021	\$229,434	\$1,329,082	\$1,558,516	\$3,191,536	
Multi-Family	\$281,247	\$614,876	\$896,123	\$771,787	\$2,136,911	\$2,908,698	\$3,804,821	
FY 2010 Grand Total @	\$1,659,356	\$4,808,796		\$1,781,140	\$5,432,538			
Multipliers:	1.00	1.00		1.00	1.00			
Adjusted Totals	\$1,659,356	\$4,808,796	\$6,468,152	\$1,781,140	\$5,432,538	\$7,213,678	\$13,681,830	



## Combined Total Systems Pro Forma

Description	FISCAL YEAR - PROJECTED			
	2013	2014	2015	2016
<b>Revenues:</b>				
Water Rates (1)	\$12,681,682	\$12,681,682	\$12,681,682	\$12,681,682
Wastewater Rates (2)	13,765,000	13,765,000	13,765,000	13,765,000
Reclaimed Water Rates	0	0	0	0
Interest Earnings	133,200	133,200	133,200	133,200
All Other	396,000	396,000	396,000	396,000
<b>Total Revenues</b>	<b>\$26,975,882</b>	<b>\$26,975,882</b>	<b>\$26,975,882</b>	<b>\$26,975,882</b>
<b>Total Operating Expenses</b>	<b>\$17,920,096</b>	<b>\$18,457,699</b>	<b>\$19,011,430</b>	<b>\$19,581,773</b>
<b>Net Operating Revenues</b>	<b>\$9,055,786</b>	<b>\$8,518,183</b>	<b>\$7,964,452</b>	<b>\$7,394,109</b>
<b>Debt Service &amp; Coverage:</b>				
Total Annual Debt Service	\$5,870,532	\$5,885,863	\$5,869,813	\$5,866,463
Debt Service Coverage	154%	145%	136%	126%
<b>Net Op. Revs. After D/S</b>	<b>\$3,185,254</b>	<b>\$2,632,320</b>	<b>\$2,094,639</b>	<b>\$1,527,646</b>
<b>Other Expenditures to be Funded:</b>				
R & R Expenditures (3)	\$2,002,830	\$2,138,265	\$2,099,013	\$2,185,083
Capital Projects (3)	71,000	372,500	1,964,938	1,332,500
Transfers (3)	1,914,100	1,971,523	2,030,669	2,091,589
<b>Total Other Expenditures</b>	<b>\$3,987,930</b>	<b>\$4,482,288</b>	<b>\$6,094,620</b>	<b>\$5,609,172</b>
<b>Annual Surplus/(Deficit):</b>				
Cash	(\$802,676)	(\$1,849,968)	(\$3,999,981)	(\$4,081,526)
Coverage	1,717,621	1,160,854	627,185	61,030
Governing Surplus/(Deficit)	(\$802,676)	(\$1,849,968)	(\$3,999,981)	(\$4,081,526)
<b>Required Revenue Adjustments:</b>				
Cumulative	3.0%	7.0%	15.1%	15.4%
Annual	<b>3.0%</b>	<b>3.8%</b>	7.6%	0.3%

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## Combined Wastewater & Reclaimed Water Pro Forma

Description	Fiscal Year - Projected			
	2013	2014	2015	2016
<b>Revenues:</b>				
Sewer Inside - Estimated FY 2012	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000
Sewer Outside - Estimated FY 2012	7,200,000	7,200,000	7,200,000	7,200,000
Industrial Waste Inside	50,000	50,000	50,000	50,000
Industrial Waste Outside	15,000	15,000	15,000	15,000
Interest Earnings	66,600	66,600	66,600	66,600
Reclaimed Water Revenues	0	0	0	0
All Other	43,000	43,000	43,000	43,000
<b>Total Revenues</b>	<b>\$13,874,600</b>	<b>\$13,874,600</b>	<b>\$13,874,600</b>	<b>\$13,874,600</b>
<b>Operating Expenses:</b>				
Subtotal Wastewater	\$8,731,024	\$8,992,954	\$9,262,743	\$9,540,625
Subtotal Reclaimed Water	978,095	1,007,438	1,037,661	1,068,791
<b>Total Operating Expenses</b>	<b>\$9,709,119</b>	<b>\$10,000,392</b>	<b>\$10,300,404</b>	<b>\$10,609,416</b>
<b>Net Operating Revenues</b>	<b>\$4,165,481</b>	<b>\$3,874,208</b>	<b>\$3,574,196</b>	<b>\$3,265,184</b>
<b>Debt Service &amp; Coverage:</b>				
Subtotal Wastewater Annual D/S	\$968,667	\$971,479	\$969,587	\$968,271
Subtotal Reclaimed Annual D/S	0	0	0	0
<b>Total Annual Debt Service</b>	<b>\$968,667</b>	<b>\$971,479</b>	<b>\$969,587</b>	<b>\$968,271</b>
Debt Service Coverage	430%	399%	369%	337%
<b>Net Op. Revs. After D/S</b>	<b>\$3,196,814</b>	<b>\$2,902,729</b>	<b>\$2,604,609</b>	<b>\$2,296,913</b>
<b>Other Expenditures to be Funded:</b>				
R & R Expenditures	\$1,382,596	\$1,462,813	\$1,418,187	\$1,448,723
Capital Expenditures	24,850	182,875	1,770,438	1,278,875
Transfers	689,076	709,748	731,041	752,972
<b>Total Other Expenditures</b>	<b>\$2,096,522</b>	<b>\$2,355,437</b>	<b>\$3,919,666</b>	<b>\$3,480,570</b>
<b>Annual Surplus/(Deficit):</b>				
Cash	\$1,100,292	\$547,292	(\$1,315,058)	(\$1,183,657)
Coverage	\$2,954,647	\$2,659,859	\$2,362,212	\$2,054,845
Governing Surplus/(Deficit)	\$1,100,292	\$547,292	(\$1,315,058)	(\$1,183,657)
<b>Required Rate Adjustments:</b>				
Cumulative	-8.0%	-4.0%	9.6%	8.6%
Annual	<b>-8.0%</b>	<b>4.4%</b>	14.1%	-0.9%



## Water System Pro Forma

	Fiscal Year - Projected			
	2013	2014	2015	2016
<b>Revenues:</b>				
Water Inside - Estimated FY 2012	\$7,000,000	\$7,000,000	\$7,000,000	\$7,000,000
Water Outside - Estimated FY 2012	4,900,000	4,900,000	4,900,000	4,900,000
City Water Bill Revenue	130,000	130,000	130,000	130,000
Fire Lines Water	365,000	365,000	365,000	365,000
Interest Earnings	66,600	66,600	66,600	66,600
All Other	353,000	353,000	353,000	353,000
<b>Total Revenues</b>	<b>\$12,814,600</b>	<b>\$12,814,600</b>	<b>\$12,814,600</b>	<b>\$12,814,600</b>
<b>Total Operating Expenses</b>	<b>8,210,978</b>	<b>8,457,307</b>	<b>8,711,026</b>	<b>8,972,357</b>
<b>Net Operating Revenues</b>	<b>\$4,603,622</b>	<b>\$4,357,293</b>	<b>\$4,103,574</b>	<b>\$3,842,243</b>
<b>Debt Service &amp; Coverage:</b>				
Total Annual Debt Service	\$4,901,865	\$4,914,384	\$4,900,226	\$4,898,192
Debt Service Coverage	94%	89%	84%	85%
<b>Net Op. Revs. After D/S</b>	<b>(\$298,242)</b>	<b>(\$557,091)</b>	<b>(\$796,652)</b>	<b>(\$1,055,949)</b>
<b>Other Expenditures to be Funded:</b>				
R & R Expenditures	\$620,234	\$675,451	\$680,825	\$736,361
Capital Expenditures	46,150	189,625	194,500	53,625
Transfers	1,225,024	1,261,775	1,299,628	1,338,617
<b>Total Other Expenditures</b>	<b>\$1,891,408</b>	<b>\$2,126,851</b>	<b>\$2,174,953</b>	<b>\$2,128,602</b>
<b>Annual Surplus/(Deficit):</b>				
Cash	(\$2,189,650)	(\$2,683,942)	(\$2,971,605)	(\$3,184,551)
Coverage	(\$1,523,709)	(\$1,785,687)	(\$2,021,708)	(\$2,280,497)
Governing Surplus/(Deficit)	(\$2,189,650)	(\$2,683,942)	(\$2,971,605)	(\$3,184,551)
<b>Required Rate Adjustments:</b>				
Cumulative	18.2%	22.3%	24.7%	26.5%
Annual	18.2%	3.5%	2.0%	1.4%

## Reclaimed Water System Pro Forma

Description	Fiscal Year - Projected			
	2013	2014	2015	2016
<b>Revenues:</b>				
Reclaimed Revenue Inside	\$0	\$0	\$0	\$0
Reclaimed Revenue Outside	0	0	0	0
Interest Earnings	0	0	0	0
All Other	0	0	0	0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Operating Expenses</b>	<b>\$978,095</b>	<b>\$1,007,438</b>	<b>\$1,037,661</b>	<b>\$1,068,791</b>
<b>Net Operating Revenues</b>	<b>(\$978,095)</b>	<b>(\$1,007,438)</b>	<b>(\$1,037,661)</b>	<b>(\$1,068,791)</b>
<b>Debt Service &amp; Coverage:</b>				
Total Annual Debt Service	\$0	\$0	\$0	\$0
Debt Service Coverage	N/A	N/A	N/A	N/A
<b>Net Op. Revs. After D/S</b>	<b>(\$978,095)</b>	<b>(\$1,007,438)</b>	<b>(\$1,037,661)</b>	<b>(\$1,068,791)</b>
<b>Other Expenditures to be Funded:</b>				
R & R Expenditures	\$0	\$0	\$0	\$0
Capital Expenditures	0	0	0	0
Transfers	0	0	0	0
<b>Total Other Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Annual Surplus/(Deficit):</b>				
Cash	(\$978,095)	(\$1,007,438)	(\$1,037,661)	(\$1,068,791)
Coverage	(\$978,095)	(\$1,007,438)	(\$1,037,661)	(\$1,068,791)
Governing Surplus/(Deficit)	(\$978,095)	(\$1,007,438)	(\$1,037,661)	(\$1,068,791)
<b>Required Rate Per 1,000 Gallons</b>	<b>\$7.75</b>	<b>\$7.98</b>	<b>\$8.22</b>	<b>\$8.47</b>



## Previously Recommended Water Rates

- ◆ Maintain 25% outside city (county) surcharge
- ◆ Maintain existing monthly availability (base) charges, except for multi-family
- ◆ Set multi-family base charge @ 53.8% of ¾" residential customer
- ◆ Decrease irrigation rate blocks to 3; decrease all other blocks to 4
- ◆ Consider impacts of price elasticity on volume charges
- ◆ Steepen rate blocks
- ◆ Set levels to be sufficient through FY 2013; resume annual CPI adjustments thereafter

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## Recommended Water Rates – Base Charges

Customer Class	Meter Size								
	¾"	1"	1-1/2"	2"	3"	4"	6"	8"	10"
Relative Capacities:	1.0	2.5	5.0	8.0	16.0	25.0	50.0	80.0	115.0
<u>INSIDE CITY</u>									
Multi-Family/DU (1)	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64	\$4.64
All Others (2)	\$8.62	\$21.55	\$43.10	\$68.96	\$137.92	\$215.50	\$431.00	\$689.60	\$991.30
<u>OUTSIDE CITY (3)</u>									
Multi-Family/DU	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80
All Others	\$10.78	\$26.95	\$53.90	\$86.24	\$172.48	\$269.50	\$539.00	\$862.40	\$1,239.70

(1) Equals existing charge for All Others - ¾" meter size multiplied by capacity factor of 53.8%.

(2) Equals existing charges, with scaling factors corrected for 8" and 10" meters.

(3) Equals respective values for Inside City increased by 25%.

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Recommended Water Rates – Volume Charges									
Customer Class	Meter Size								
	3/4"	1"	1-1/2"	2"	3"	4"	6"	8"	10"
<b>INSIDE CITY</b>									
<b>Residential &amp; Multi-Family:</b>									
Block 1 (1 to 4 TG)	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11
Block 2 (5 to 8 TG)	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94
Block 3 (9 to 20 TG)	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33
Block 4 (> 20 TG)	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55
<b>Commercial &amp; Public Authority:</b>									
Block 1:									
Range (TG)	1 to 4	1 to 10	1 to 20	1 to 32	1 to 64	1 to 100	1 to 200	1 to 320	1 to 460
Rate	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11	\$1.11
Block 2:									
Range (TG)	5 to 8	11 to 20	21 to 40	33 to 64	65 to 128	101 to 200	201 to 400	321 to 640	461 to 920
Rate	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94
Block 3:									
Range (TG)	9 to 20	21 to 50	41 to 100	65 to 160	129 to 320	201 to 500	401 to 1,000	641 to 1,600	921 to 2,300
Rate	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33
Block 4:									
Range (TG)	> 20	> 50	> 100	> 160	> 320	> 500	> 1,000	> 1,600	> 2,300
Rate	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55
<b>Irrigation</b>									
Block 1 (1 to 4 TG)	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94
Block 2 (5 to 8 TG)	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33	\$3.33
Block 3 (9 to 12 TG)	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25
Block 4 (> 12 TG)	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55	\$5.55
<b>OUTSIDE CITY</b>									
<b>Residential &amp; Multi-Family:</b>									
Block 1 (1 to 4 TG)	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38
Block 2 (5 to 8 TG)	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Block 3 (9 to 20 TG)	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
Block 4 (> 20 TG)	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93
<b>Commercial &amp; Public Authority:</b>									
Block 1:									
Range (TG)	1 to 4	1 to 10	1 to 20	1 to 32	1 to 64	1 to 100	1 to 200	1 to 320	1 to 460
Rate	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38
Block 2:									
Range (TG)	5 to 8	11 to 20	21 to 40	33 to 64	65 to 128	101 to 200	201 to 400	321 to 640	461 to 920
Rate	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Block 3:									
Range (TG)	9 to 20	21 to 50	41 to 100	65 to 160	129 to 320	201 to 500	401 to 1,000	641 to 1,600	921 to 2,300
Rate	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
Block 4:									
Range (TG)	> 20	> 50	> 100	> 160	> 320	> 500	> 1,000	> 1,600	> 2,300
Rate	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93	\$6.93
<b>Irrigation</b>									
Block 1 (1 to 4 TG)	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Block 2 (5 to 8 TG)	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
Block 3 (9 to 12 TG)	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31

Recommended Wastewater Rates										
Inside/Outside & Customer Class	Meter Size (Inches) (1)								Multi-Fam.	
	3/4	1	1-1/2	2	3	4	6	8	10	Per DU (2)
<u>MONTHLY AVAILABILITY CHARGE</u>										
<u>Inside City:</u>										
I Residential, Commercial & Public Authority Accounts	\$10.19	\$25.48	\$50.95	\$81.52	\$163.04	\$254.75	\$509.50	\$815.20	\$1,171.85	
I Multi-Family Dwelling Units										\$5.48
<u>Outside City:</u>										
I Residential, Commercial & Public Authority Accounts	\$12.73	\$31.83	\$63.65	\$101.84	\$203.68	\$318.25	\$636.50	\$1,018.40	\$1,463.95	
I Multi-Family Dwelling Units										\$6.85
<u>UNIFORM VOLUME CHARGE</u>										
	<u>Rate/TG</u>									
<u>Inside City:</u>										
I Customer Classes	\$4.64	Residential and multi-family accounts served by irrigation meters not charged for over 14,000 gallons per month per dwelling unit for wastewater service.								
<u>Outside City:</u>										
I Customer Classes	\$5.80	Residential and multi-family accounts served by irrigation meters not charged for over 14,000 gallons per month per dwelling unit for wastewater service.								

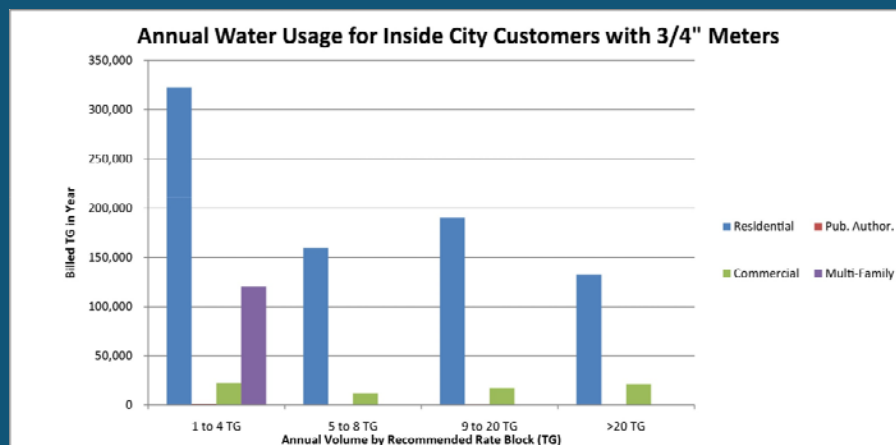


## Alternatives for Reclaimed Water Rates

- ◆ Must be considered in concert with wastewater rates for revenue sufficiency
- ◆ Must consider operating cost recovery and capital cost recovery separately
- ◆ Consider application of water impact fees for alternative water supply capital investment
- ◆ Consider bulk and retail customer classes
- ◆ Must dovetail expiry of current agreements with implementation of rates

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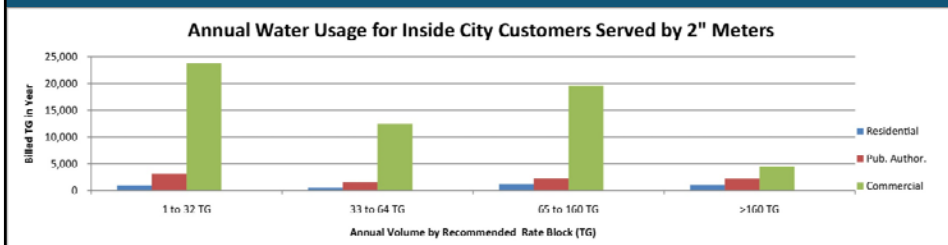
## Annual Water Usage



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## Annual Water Usage







# city commission public hearing

item type	Public Hearing	meeting date	September 24, 2012
prepared by department division	Wes Hamil Finance 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

Ordinance adopting millage rates for the FY 2013 budget.

## motion | recommendation

Approve operating millage rate at 4.0923 mills and debt service millage rates at 0.1051 and 0.2209 for the General Obligation Bonds, Series 2004 and 2011, respectively.

## Summary

The proposed FY 2013 General Fund budget was prepared assuming the operating millage rate would be kept at its current level of 4.0923 mills. Because property valuations declined, the proposed property tax levy represents a 0.71% reduction from FY 2011.

The operating millage rate of 4.0923 mills was approved by the City Commission as the tentative millage rate on July 23. All property owners received a Notice of Proposed Property Taxes from the Orange County Property Appraiser in August that was based on the proposed millage rates above. This notice also advised property owners of the first public hearing on millage rates and the budget. On Thursday, September 20, a notice regarding the second public hearing was published in the Orlando Sentinel.

The operating millage rate can be reduced below 4.0923 mills but not increased. Any reduction in projected property tax revenues would require a corresponding reduction in General Fund budget appropriations.

## board comments

n/a



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .1051 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .2209 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011.**

**WHEREAS**, the Legislature of the State of Florida mandated a procedure for calculating the taxable value for each taxing authority by the County Property Appraiser and provided for the calculation of rolled back millage rate, and

**WHEREAS**, the City of Winter Park, Florida has made the necessary rolled back millage calculation as required by law and found it to be 4.1216 mills.

**WHEREAS**, the citizens of Winter Park approved the issuance of \$5,125,000 General Obligation Bonds, Series 1996 at the June 4, 1996 bond referendum which were subsequently refunded by General Obligation Bonds, Series 2004.

**WHEREAS**, the citizens of Winter Park approved the issuance of \$11,000,000 General Obligation Bonds, Series 2001 at the May 16, 2000 bond referendum which were subsequently refunded by General Obligation Bonds, Series 2011.

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

**SECTION 1.** That an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 4.0923 mills, the same to be appropriated for the general operating expenses of the City in accordance with the budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013. In addition, that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .1051 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2004 and that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .2209 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2011.

**SECTION 2.** The above levy to cover general operating expenses of the City is seventy one-hundredths percent below the rolled back millage of 4.1216 mills. Pursuant to State Statutes this levy represents a 0.71% decrease in property taxes.

**SECTION 3.** The City Commission, after full, complete and comprehensive hearings and expressions of parties wishing to be heard, declares the tax levy to be reasonable and necessary for the immediate preservation and benefit of the public health, safety and welfare.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 24<sup>th</sup> day of September, 2012.

\_\_\_\_\_  
Kenneth W. Bradley, Mayor

Attest:

\_\_\_\_\_  
Cynthia S. Bonham, City Clerk





# city commission public hearing

item type	Public Hearing	meeting date	September 24, 2012
prepared by department division	Wes Hamil Finance 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

Ordinance adopting FY 2013 annual budgets for all budgeted funds and the accompanying five year capital improvement plan.

## motion | recommendation

Approve ordinance adopting the FY 2013 annual budgets and accompanying five year capital improvement plan.

## Summary

This is the second of two public hearings on the budget. A summary of the proposed budget as amended at the September 10 meeting is included as Schedule A.

The City's proposed budget has been published on the City's website as required by State law.

A summary of the budget as amended at the September 10 meeting will be published in the Orlando Sentinel on September 20 as part of an advertisement for the second public hearing.

## board comments

n/a



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, AFFORDABLE HOUSING FUND, COMMUNITY REDEVELOPMENT FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2012; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY.**

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:**

**SECTION 1.** The annual budget of the City of Winter Park for the fiscal year beginning October 1, 2012 and ending September 30, 2013 as set forth on Schedule A attached hereto and by reference made a part hereof, is hereby adopted and approved after full, complete and comprehensive hearings and in consideration of the expressions of all parties concerned. It is hereby declared that said budget represents and presents the judgment and intent of the City Commission as to the needs and fiscal requirements of the various departments of the City government for the next ensuing twelve-month period.

**SECTION 2.** There are hereby expressly appropriated out of anticipated revenues and funds available for such purposes and not otherwise appropriated, the funds and monies necessary to meet the appropriations set forth in said budget. It is hereby declared that the funds available are those in excess of the amount required by law to be held by the City of Winter Park.

**SECTION 3.** The budget approved by this ordinance may be reviewed by the City Commission and shall be subject to modification by ordinance if the actual revenues and necessary expenditures are found to differ substantially from the estimates contained in said budget.

**SECTION 4.** The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover those purchase orders which shall have been issued on or prior to September 30, 2012, but not filled as of that date, and is authorized to pay for all goods or services received pursuant to such purchase orders from all the funds so appropriated. All such increases shall be appropriated to the corresponding accounts in the same funds against which they were outstanding as of September 30, 2012. The City Manager shall report to the City Commission all such purchase orders.

**SECTION 5.** The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover the unspent portion of project length budgets as of September 30,



2012. The City Manager shall report to the City Commission all such project budgets carried forward from fiscal year 2012 to fiscal year 2013.

**SECTION 6.** The City Manager shall have the authority to transfer appropriations from one line item to another line item within a fund budget so long as the total fund appropriations shall not be increased. Appropriation transfers between funds shall require the approval of the City Commission.

**SECTION 7.** The accompanying five year capital improvement plan is hereby adopted as part of this ordinance and is made a part of the Comprehensive Plan, Data, Inventory and Analysis document replacing and substituting therefore any previous five year capital improvement plan. Funding for the first year of the plan is included in the annual budget. Funding for projects in years two through five is subject to the annual budgets adopted for each of those years.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 24<sup>th</sup> day of September, 2012.

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Kenneth W. Bradley, Mayor

Attest:

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Cynthia S. Bonham, City Clerk



**City of Winter Park, Florida**  
**Annual Budget for Fiscal Year 2013**  
**General Fund Summary**

**Schedule A**

	<u><b>2013 Adopted</b></u>	<u><b>2012 Adopted</b></u>
<b>Revenues:</b>		
Property Taxes	\$ 14,174,500	\$ 14,265,000
Franchise Fees & Utility Taxes	8,152,016	8,154,500
Licenses & Permits	1,834,000	1,729,550
Intergovernmental	6,179,928	6,206,702
Charges for Services	5,010,068	4,939,600
Fines and Forfeitures	1,287,600	1,220,200
Miscellaneous	683,381	556,457
Transfers from Other Funds	5,392,476	5,439,400
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>42,713,969</u>	\$ <u>42,511,409</u>
<b>Expenditures:</b>		
General Administration	\$ 4,147,044	4,257,742
Planning & Development	2,051,322	2,032,520
Public Works	6,804,278	6,892,177
Police	12,739,143	12,011,363
Fire	9,858,414	9,334,614
Parks and Recreation	6,576,086	6,561,341
Organizational Support	1,536,560	1,440,212
Transfers To Other Funds	2,040,038	2,566,540
Non-Departmental	10,500	197,000
Reimbursements from Other Funds	(3,262,916)	(2,992,600)
Contingency Reserve	<u>213,500</u>	<u>210,500</u>
Total Expenditures	\$ <u>42,713,969</u>	\$ <u>42,511,409</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida  
Annual Budget for Fiscal Year 2013  
Designations Trust Fund Summary**

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	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Miscellaneous	128,640	119,900
Transfers from other funds	\$ <u>          0</u>	\$ <u>          0</u>
Total Revenues	\$       128,640	\$       119,900
<b>Expenditures:</b>		
Public Works	0	0
Parks and Recreation	\$ <u>      128,640</u>	\$ <u>      119,900</u>
Total Expenditures	\$ <u>      128,640</u>	\$ <u>      119,900</u>
Excess of Revenues Over (Under) Expenditures	\$ <u>                  0</u>	\$ <u>                  0</u>



**City of Winter Park, Florida  
Annual Budget for Fiscal Year 2013  
Stormwater Utility Fund Summary**

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	<b><u>2013</u> <u>Adopted</u></b>	<b><u>2012</u> <u>Adopted</u></b>
<b>Revenues:</b>		
Licenses	\$ 45,000	\$ 45,000
Charges for Services	2,262,511	2,260,962
Intergovernmental	82,000	57,000
Miscellaneous	40,300	25,500
Transfers From Other Funds	0	0
Fund Balance	<u>0</u>	<u>54,000</u>
Total Revenues	\$ <u>2,429,811</u>	\$ <u>2,442,462</u>
<b>Expenditures:</b>		
Operations	\$ 2,364,811	\$ 2,377,462
Reimbursements to Other Funds	65,000	65,000
Contingency	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>2,429,811</u>	\$ <u>2,442,462</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida  
Annual Budget for Fiscal Year 2013  
Affordable Housing Fund Summary**

	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Affordable Housing Fee	\$ 0	\$ 0
Other Revenue	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ 0	\$ 0
<b>Expenditures:</b>		
Affordable Housing Operations	\$ 0	\$ 0
Advance to Winter Park Housing Authority - Plymouth Apartments	0	0
Contribution to Community Land Trust	0	0
Reimbursements to Other Funds	0	0
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>0</u>	\$ <u>0</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida**  
**Annual Budget for Fiscal Year 2013**  
**Community Redevelopment (CRA) Fund Summary**

	<u>2013</u> <u>Adopted</u>	<u>2012</u> <u>Adopted</u>
<b>Revenues:</b>		
Property Taxes	\$ 2,024,000	\$ 2,107,423
Charges for Services	175,940	162,000
Miscellaneous	25,300	25,000
Fund Balance	<u>37,478</u>	<u>147,983</u>
Total Revenues	\$ <u>2,262,718</u>	\$ <u>2,442,406</u>
<b>Expenditures:</b>		
Operating Expenses	\$ 711,435	\$ 840,483
Capital Projects	0	0
Debt Service	1,547,283	1,550,823
Organizational Support	4,000	19,500
Reimbursements To Other Funds	0	31,600
Transfers To Other Funds	-	-
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>2,262,718</u>	\$ <u>2,442,406</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida  
Annual Budget for Fiscal Year 2013  
Police Grant Fund Summary**

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	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Intergovernmental	\$ <u>851,225</u>	\$ <u>764,930</u>
Total Revenues	\$ 851,225	\$ 764,930
<b>Expenditures:</b>		
Police	\$ <u>851,225</u>	\$ <u>764,930</u>
Total Expenditures	\$ <u>851,225</u>	\$ <u>764,930</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida  
Annual Budget for Fiscal Year 2013  
Debt Service Fund Summary**

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	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Property Taxes	\$ 1,202,385	\$ 1,203,323
Special Assessments	181,000	181,000
Transfers From Other Funds	969,678	1,264,063
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>2,353,063</u>	\$ <u>2,648,386</u>
<b>Expenditures:</b>		
Debt Service	\$ <u>2,353,063</u>	\$ <u>2,648,386</u>
Total Expenditures	\$ <u>2,353,063</u>	\$ <u>2,648,386</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida  
Annual Budget for Fiscal Year 2013  
Water and Sewer Fund Summary**

	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Utility Fee	\$ 27,330,000	\$ 27,421,000
Miscellaneous	176,850	143,200
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>27,506,850</u>	\$ <u>27,564,200</u>
<b>Expenditures:</b>		
Operations	\$ 15,342,603	\$ 15,156,641
Debt Service	5,870,532	6,054,463
Capital Projects	1,665,000	1,490,000
Reimbursements to Other Funds	2,230,276	2,313,100
Transfers to Other Funds	1,985,100	1,916,096
Contingency Reserve	<u>413,339</u>	<u>633,900</u>
Total Expenditures	\$ <u>27,506,850</u>	\$ <u>27,564,200</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida**  
**Annual Budget for Fiscal Year 2013**  
**Electric Utility Fund Summary**

	<b>2013 Adopted</b>	<b>2012 Adopted</b>
<b>Revenues:</b>		
Utility Fee	\$ 49,579,166	\$ 52,742,028
Miscellaneous	(40,000)	(70,000)
Transfers from Other Funds	0	0
Fund Balance	0	0
	<hr/>	<hr/>
Total Revenues	\$ <u>49,539,166</u>	\$ <u>52,672,028</u>
<b>Expenditures:</b>		
Operations	\$ 6,521,535	\$ 7,890,707
Bulk Power Costs	29,336,904	31,628,443
Debt Service	4,749,038	4,881,978
Capital Projects	4,775,000	1,250,000
Franchise Fees	2,720,000	2,888,200
Transfers to Other Funds	37,500	35,000
Reimbursements to Other Funds	892,640	526,500
Storm and Working Capital Reserves	0	0
Contingency Reserve	<u>506,549</u>	<u>3,571,200</u>
Total Expenditures	\$ <u>49,539,166</u>	\$ <u>52,672,028</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida  
Annual Budget for Fiscal Year 2013  
Fleet Maintenance Fund Summary**

	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Charges for Services	\$ 1,535,185	\$ 1,497,683
Miscellaneous	5,000	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>1,540,185</u>	\$ <u>1,497,683</u>
<b>Expenditures:</b>		
Operations	\$ 1,515,185	\$ 1,497,683
Reimbursements to Other Funds	25,000	0
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>1,540,185</u>	\$ <u>1,497,683</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida**  
**Annual Budget for Fiscal Year 2013**  
**Vehicle/Equipment Replacement Fund Summary**

	<u>2013</u> <u>Adopted</u>	<u>2012</u> <u>Adopted</u>
<b>Revenues:</b>		
Vehicle/Equipment Rentals	\$ 998,342	\$ 962,903
Debt Proceeds	0	0
Miscellaneous	10,200	20,300
Fund Balance	<u>512,047</u>	<u>51,060</u>
Total Revenues	\$ <u>1,520,589</u>	\$ <u>1,034,263</u>
<b>Expenditures:</b>		
Operations	\$ 5,000	\$ 0
Vehicle and Equipment Acquisitions	1,301,159	968,639
Debt Service	53,430	53,424
Reimbursements to Other Funds	11,000	12,200
Transfers to Other Funds	150,000	0
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>1,520,589</u>	\$ <u>1,034,263</u>
Excess of Revenues Over (Under) Expenditures	<u><u>0</u></u>	<u><u>0</u></u>



**City of Winter Park, Florida**  
**Annual Budget for Fiscal Year 2013**  
**Employee Insurance Fund Summary**

	<u>2013</u> <u>Adopted</u>	<u>2012</u> <u>Adopted</u>
<b>Revenues:</b>		
Charges To Departments	\$ 4,658,400	\$ 4,509,790
Charges To Employees	1,402,925	1,314,508
Charges - Outside	488,994	436,977
Miscellaneous	25,000	33,000
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>6,575,319</u>	\$ <u>6,294,275</u>
<b>Expenditures:</b>		
Insurance Costs	\$ 6,513,414	\$ 6,074,193
Reimbursements to Other Funds	25,000	33,000
Contingency Reserve	<u>36,905</u>	<u>187,082</u>
Total Expenditures	\$ <u>6,575,319</u>	\$ <u>6,294,275</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida  
Annual Budget for Fiscal Year 2013  
General Insurance Fund Summary**

	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Charges To Departments	\$ 1,981,879	\$ 1,894,483
Miscellaneous	5,000	20,000
Fund Balance	<u>277,949</u>	<u>346,714</u>
Total Revenues	\$ <u>2,264,828</u>	\$ <u>2,261,197</u>
<b>Expenditures:</b>		
Insurance Costs	\$ 1,855,000	\$ 1,784,483
Risk Management Operations	121,828	141,714
Reimbursements to Other Funds	13,000	10,000
Transfers to Other Funds	275,000	325,000
Contingency	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>2,264,828</u>	\$ <u>2,261,197</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida  
Annual Budget for Fiscal Year 2013  
Cemetery Fund Summary**

	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Lot Sales	\$ 196,000	\$ 171,000
Miscellaneous	25,150	20,450
Fund Balance	<u>13,226</u>	<u>66,450</u>
Total Revenues	\$ <u>234,376</u>	\$ <u>257,900</u>
<b>Expenditures:</b>		
Transfers To Other Funds	\$ 233,376	\$ 256,700
Reimbursements to Other Funds	1,000	1,200
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	<u>234,376</u>	<u>257,900</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida**  
**Annual Budget for Fiscal Year 2013**  
**General Capital Projects Fund Summary**

	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Transfers From Other Funds	\$ 1,207,500	\$ 1,403,973
Intergovernmental Revenues	0	0
Debt Proceeds	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>1,207,500</u>	\$ <u>1,403,973</u>
<b>Expenditures:</b>		
Capital Projects	\$ 1,207,500	\$ 1,403,973
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>1,207,500</u>	\$ <u>1,403,973</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**City of Winter Park, Florida**  
**Annual Budget for Fiscal Year 2013**  
**Stormwater Capital Projects Fund Summary**

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	<u>2013 Adopted</u>	<u>2012 Adopted</u>
<b>Revenues:</b>		
Stormwater Utility Fees	\$ 710,000	\$ 710,000
Intergovernmental	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>710,000</u>	\$ <u>710,000</u>
<b>Expenditures:</b>		
Capital Projects	\$ 710,000	\$ 710,000
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>710,000</u>	\$ <u>710,000</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>



**CITY OF WINTER PARK  
SUMMARY OF CAPITAL PROJECTS**

Description	Funding Source	Estimated Total Cost	Schedule of Planned CIP Expenditures				
			FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
General Capital Projects	General Fund	11,718,000	2,099,000	2,099,000	2,311,000	2,428,000	2,781,000
	Grants/Fund Raising	1,672,000	626,000	626,000	220,000	100,000	100,000
	Grant/Bond Issue	-	-	-	-	-	-
	General Obligation Bonds	-	-	-	-	-	-
Stormwater Capital Projects	Stormwater Utility Fees	3,550,000	710,000	710,000	710,000	710,000	710,000
Community Redevelopment Agency	Bonds and Grants	-	-	-	-	-	-
Water and Sewer Fund	Water and Sewer Fees	12,648,438	1,736,000	2,162,500	3,704,938	3,147,500	1,897,500
	Sewer Impact Fees	1,500,000	-	-	500,000	1,000,000	-
	State Grant	2,700,000	500,000	1,250,000	950,000	-	-
	Water & Sewer Bond Issue	-	-	-	-	-	-
Electric Services Fund	Electric Service Fees	26,315,590	4,812,500	5,338,000	5,369,010	5,398,040	5,398,040
		60,104,028	10,483,500	12,185,500	13,764,948	12,783,540	10,886,540

**Reconciliation to Capital Projects total on All Funds Budget Summary:**

Total Capital Projects from Summary of Capital Projects	10,483,500
Pavement resurfacing reported as an operating expense on All Funds Budget Summary	(700,000)
Sidewalk, bikepath and curb repair reported as an operating expense on All Funds Budget Summary	(300,000)
Projects to be funded through privately raised funds	(626,000)
Water and sewer system improvements to be funded through state funding for resurfacing of Fairbanks	(500,000)
Capital Projects total from All Funds Budget Summary	<u>8,357,500</u>



**SUMMARY OF CAPITAL PROJECTS  
GENERAL CAPITAL PROJECTS**

Department	Description	Funding Source	Estimated Total Cost						
				FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Other Long-term Needs
Public Works	Pavement Resurfacing and Brick Road Repairs (Note: The 2013 projects include the repaving of Via Sienna, Via Merano, souther portion of Temple Grove, Bell Place, Byron Road, Lake Wampi Drive, Kentucky Avenue, Randy Lane, Fosgate Drive, Howard Drive and a portion of Glencoe Road. Brick leveling repairs on Reading Way, Kings Way and Laurel Road. Construction of Showalter Eash Parking Lot. Reconstruction of Gene Street and Nicolet Avenue.)	General Fund	4,100,000	700,000	820,000	845,000	860,000	875,000	on-going
Public Works	Sidewalk, bikepath and curb repairs	General Fund	1,630,000	300,000	330,000	330,000	330,000	340,000	on-going
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning and painting)	General Fund	609,000	111,000	116,000	126,000	126,000	130,000	on-going
Fire	Renovate the existing Fire Station 64 to accommodate minimum staffing levels and additional personnel during inclement weather	General Fund	800,000						800,000
ITS	Information Technology Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	General Fund	410,000	70,000	75,000	85,000	90,000	90,000	on-going
Parks	General Parks Major Maintenance	General Fund	1,000,000	200,000	200,000	200,000	200,000	200,000	on-going
Parks	Northwest Sports Complex Conceptuals	General Fund	70,000			70,000			
Parks	Development of Northwest Sports Complex	General Fund	1,500,000				500,000	500,000	500,000
Parks	Mead Garden Master Plan Renovation	Bond Issue/Fund Raising	3,960,000	200,000	50,000	100,000	100,000	100,000	3,410,000
		General Fund	500,000	100,000	100,000	100,000	100,000	100,000	on-going
Parks	Ward Park Master Plan	General Fund	-						
Parks	Civic Center parking lot expansion	General Fund	200,000				200,000		
Parks	MLK Park Shade Structure	General Fund	-						
Parks	Fleet Peoples park improvements phase 1	Fund Raising	164,000	164,000					
Parks	Golf Course - Resurface the tees and rebuild greens	General Fund	300,000					300,000	
Parks	Restroom/Concessions - Ward Park	General Fund	140,000			140,000			
Parks	Restroom/Concessions - MLK Park	General Fund	140,000			140,000			
Parks	Athletic Field and Tennis Center Lighting	General Fund	950,000	243,000	240,000	242,000	225,000		
Parks	Restroom (Fleet Peoples Park)	General Fund	-						
Parks	Parks Master Plan		110,000		110,000				
Parks	Ward Park Pavillion		70,000					70,000	
Parks	Shady Park Pavillion		100,000					100,000	
Public Works	Bicycle/pedestrian improvements plan	General Fund	350,000	50,000	75,000	75,000	75,000	75,000	on-going
Public Works	Install pedestrian signals and rebuild antiquated traffic signals at various locations throughout the city	General Fund	360,000	60,000	75,000	75,000	75,000	75,000	on-going
Public Works	Cady Way pool repairs	General Fund	370,000	200,000	170,000				



**SUMMARY OF CAPITAL PROJECTS  
GENERAL CAPITAL PROJECTS**

Department	Description	Funding	Estimated Total						
		Source	Cost	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Other Long-term Needs
Library	Library automated system	YMCA fund raising	370,000	200,000	170,000				
		General Fund	65,000	65,000					
		Library fund raising	62,000	62,000					
Public Works General	Railroad crossing quiet zones Construct new City Hall (50,000 square feet)	Grant/Bond Issue	2,000,000						2,000,000
		General Obligation Bonds - Subject to Referendum	12,500,000						12,500,000
General	City Hall Parking Garage (250 spaces at \$20,000 per space)	General Obligation Bonds - Subject to Referendum	5,000,000						5,000,000
General	New Library (60,000 square feet )	General Obligation Bonds - Subject to Referendum	15,000,000						15,000,000
				52,830,000	2,725,000	2,531,000	2,528,000	2,881,000	2,955,000 39,210,000
<b>Totals by Funding Source:</b>									
General Fund			13,774,000	2,099,000	2,311,000	2,428,000	2,781,000	2,855,000	1,300,000
Grants/Fund Raising			4,556,000	626,000	220,000	100,000	100,000	100,000	3,410,000
Grants/Bond Issue			2,000,000	-	-	-	-	-	2,000,000
General Obligation Bonds			32,500,000	-	-	-	-	-	32,500,000
				52,830,000	2,725,000	2,531,000	2,528,000	2,881,000	2,955,000 39,210,000



**CITY OF WINTER PARK  
SUMMARY OF CAPITAL PROJECTS  
STORMWATER CAPITAL PROJECTS FUND**

Department	Description	Funding Source	Estimated Total Cost	Schedule of Planned CIP Expenditures				
				FY 2013	FY 2014	FY 2015	FY 2016	2,017
Public Works	Unidentified and Miscellaneous Drainage Improvements - Most of the City's stormwater sewer infrastructure is over fifty years old. Some of these older systems do not meet the City's current drainage standards and in many cases are experiencing pipe material failures. Groundwater seepage into the stormwater sewer system is considered an illicit discharge carrying sediments to the City's lakes compromising water quality.	Stormwater Fees	460,000	100,000	60,000	150,000		150,000
Public Works	Miscellaneous Land Locked Lakes Stormwater Retrofits	Stormwater Fees	280,000	60,000			110,000	110,000
Public Works	Drain Wells Inspection and Maintenance	Stormwater Fees	50,000	50,000				
Public Works	Howell Branch Road - Pond Retrofit - Phase 2	Stormwater Fees	200,000	200,000				
Public Works	Alum station upgrades - Phase 2	Stormwater Fees	200,000	200,000				
Public Works	Lake Killarney Inflow Canal Dredging	Stormwater Fees	100,000	100,000				
Public Works	Dixie Parkway - Outfall No. 3 - Stormwater Retrofit (delayed from fiscal year 2011 to fund the Nicolet Avenue Pond project)	Stormwater Fees	200,000		200,000			
Public Works	Solids Removal from outfalls with Alum Stations - Phase 2	Stormwater Fees	250,000		250,000			
Public Works	Lake Sylvan Outfalls - Stormwater Retrofits	Stormwater Fees	150,000		150,000			
Public Works	Howell Creek Maintenance	Stormwater Fees	50,000		50,000			
Public Works	Lake Killarney Stormwater Outfall improvements (south from Fairbanks) - Stormwater Retrofits	Stormwater Fees	360,000			360,000		
Public Works	Stirling Bridge Replacement	Stormwater Fees	200,000			200,000		
Public Works	Lake Killarney Stormwater Outfall improvements (north from Lee Road) - Stormwater Retrofits	Stormwater Fees	250,000				250,000	
Public Works	Exfiltration within Golf Course Area - Phase 2	Stormwater Fees	200,000				200,000	
Public Works	Lake Bell Outfalls - Stormwater Retrofits	Stormwater Fees	150,000				150,000	
Public Works	Regional Pond Facilities	Stormwater Fees	450,000					450,000
				<u>3,550,000</u>	<u>710,000</u>	<u>710,000</u>	<u>710,000</u>	<u>710,000</u>

**Note: The stormwater capital improvement plan has been approved by the Lakes and Waterways Board.**



CITY OF WINTER PARK  
SUMMARY OF CAPITAL PROJECTS  
COMMUNITY REDEVELOPMENT AGENCY FUND

Department	Description	Funding Source	Estimated Total Cost	Schedule of Planned CIP Expenditures				
				FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
			-	-	-	-	-	-
			-	-	-	-	-	-
			-	-	-	-	-	-
			-	-	-	-	-	-



**CITY OF WINTER PARK  
SUMMARY OF CAPITAL PROJECTS  
WATER AND SEWER FUND**

Department	Description	Funding Source	Estimated Total Cost					
				FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Water and Sewer	Enterprise GIS & data collection	Water and Sewer Fees	600,000		300,000	300,000		
Water and Sewer	Rehabilitation of defective sewer mains with heavy ground water infiltration	Water and Sewer Fees	3,000,000	600,000	600,000	600,000	600,000	600,000
Water and Sewer	Rehabilitation of sanitary manholes to restore their structural integrity	Water and Sewer Fees	525,000	75,000	100,000	100,000	125,000	125,000
Water and Sewer	Short Liner Installation - for rehabilitation of sanitary sewer mains and laterals from the main to the property line	Water and Sewer Fees	1,500,000	300,000	300,000	300,000	300,000	300,000
Water and Sewer	Upgrade water mains - replacement of sub-standard water mains throughout the water distribution system.	Water and Sewer Fees	2,550,000	450,000	500,000	500,000	550,000	550,000
Water and Sewer	Replacement of asbestos cement sanitary force mains deteriorated by hydrogen sulfide gas	Water and Sewer Fees	200,000	40,000	40,000	40,000	40,000	40,000
Water and Sewer	Lift Station Upgrades	Water and Sewer Fees	1,050,000	200,000	250,000	200,000	200,000	200,000
Water and Sewer	Expansion of reclaimed water system	Water and Sewer Fees	1,550,000			300,000	1,250,000	
		Water Impact Fees	2,700,000	500,000	1,250,000	950,000		
Water and Sewer	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando), City of Winter Park's share of the cost (funded by 2009 bonds)	Water and Sewer Fees	1,284,938			1,284,938		
Water and Sewer	Purchase Additional Sewer Capacity from Altamonte	Sewer Impact Fees	1,500,000			500,000	1,000,000	
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Water and Sewer Fees	207,500	37,500	37,500	42,500	45,000	45,000
Water and Sewer	Funding of facility replacement account for Public Works Complex items (flooring, roofing, air conditioning & paint)	Water and Sewer Fees	181,000	33,500	35,000	37,500	37,500	37,500
			<b>16,848,438</b>	<b>2,236,000</b>	<b>3,412,500</b>	<b>5,154,938</b>	<b>4,147,500</b>	<b>1,897,500</b>
<b>Totals by Funding Source:</b>								
	Water and Sewer Fees		12,648,438	1,736,000	2,162,500	3,704,938	3,147,500	1,897,500
	Sewer Impact Fees		1,500,000	-	-	500,000	1,000,000	-
	Water Impact Fees		2,700,000	500,000	1,250,000	950,000	-	-
	Bond Issue		-	-	-	-	-	-
			<b>16,848,438</b>	<b>2,236,000</b>	<b>3,412,500</b>	<b>5,154,938</b>	<b>4,147,500</b>	<b>1,897,500</b>



**CITY OF WINTER PARK  
SUMMARY OF CAPITAL PROJECTS  
ELECTRIC SERVICES FUND**

Department	Description	Funding Source	Estimated Total Cost					
				FY 2013	FY 2014	FY 2015	FY 2016	2,017
Electric Services	Capital improvements including undergrounding electric lines and other improvements to improve the reliability of the electric system	Electric Services Fees	6,608,090	1,275,000	1,300,500	1,326,510	1,353,040	1,353,040
Electric Services	Undergrounding of Electric Lines	Electric Services Fees	19,500,000	3,500,000	4,000,000	4,000,000	4,000,000	4,000,000
Electric Services	Construct Electric Operations Center and Warehouse	Electric Services Fees	-					
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Electric Services Fees	207,500	37,500	37,500	42,500	45,000	45,000
			<b>26,315,590</b>	<b>4,812,500</b>	<b>5,338,000</b>	<b>5,369,010</b>	<b>5,398,040</b>	<b>5,398,040</b>
<b>Totals by Funding Source:</b>								
Electric Services Fees			<b>26,315,590</b>	<b>4,812,500</b>	<b>5,338,000</b>	<b>5,369,010</b>	<b>5,398,040</b>	<b>5,398,040</b>

Note: No additional bond issues are anticipated in the period covered by this Capital Improvement Plan





# city commission public hearing

item type	Public Hearing	meeting date	September 24, 2012
prepared by department division	George Wiggins Building & Code Enforcement	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning & Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	4-2 final vote

## subject

Single Family Zoning Glitch Ordinance

## motion | recommendation

Approve Ordinance on second reading.

## summary

On the weekend before the second reading by the City Commission (June 11<sup>th</sup>) of the single family "glitch" ordinance, the staff received a request from a resident, Mr. Robert Poynter for a setback accommodation for architectural setback flexibility for new homes on small lots. This would only apply if built with garages in the rear. The City Commission was interested in this change but wanted a recommendation from P&Z before proceeding.

What this ordinance does (only on small lots 60 feet or less with the garage located in the rear) is to remove the wedding cake setback on one side of the lot (greater setbacks for the second floor), and allows a straight up and down two story wall at the side setbacks. The required side setback is increased from six (6) feet to eight (8) feet on the non-driveway side of the home while allowing the setback on the driveway side to be ten (10) feet versus the current requirement for an eleven (11) foot setback on both floors. It basically averages the side setbacks on the interior side from 6 feet on the first floor and 10 feet on the second floor to a consistent 8 feet. Under the current rules, if you do not want the wedding cake then both floors would be built at the ten (10) foot setback and eleven (11) feet on the driveway side. So the change is for two (2) feet greater on one side at the first floor and one foot less on the driveway side on both floors.

This change would accommodate certain architectural styles such as a Colonial or Italian Renaissance style of architecture, and the resident advocating this change is planning to construct a Charleston style home with a second floor porch along the driveway side depicted in photos below.

## board comments

The Board discussed the request at length after hearing from the resident interested in utilizing this setback allowance for a new Charleston style home on Grove Terrace. They felt



favorable to this change due to allowing more architectural flexibility by these type of setback standards for small narrow lots rather than always forcing a limited number of styles with the wedding cake type setbacks. The two votes in opposition to the change, wanted to attach a condition that the second floor porch depicted in the Charleston style home always be placed on the non-driveway side so as to look out to the narrow landscaped yard instead over overlooking a driveway. Otherwise they were in favor of the change. The resident proposing this changed stated that the reason he wants the porch on the driveway side is that the drive area will also act as a patio and will be constructed of brick similar to Charleston style homes that overlook a brick patio.



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," AND SECTION 58-66 "R-  
1AA AND R-1A DISTRICTS," BY ADDING A SPECIAL SIDE  
SETBACK OPTION FOR NARROW LOTS PROVIDING FOR  
CONFLICTS, 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 modified by amending Section 58-65 "Lakefront (R-1AAA) District" Subsection (f)(6)(g) to read as follows:

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

*(6) Side yard setbacks*

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 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 provide a second floor setback of 10 feet; **or as an alternate for lots 60 feet wide or less provide a minimum setback of 8 feet to both floor walls on one side and a minimum setback of 10 feet to both floor walls on the other (driveway) side.** 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.

**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)(6)(g) to read as follows:

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

*(6) Side yard setbacks*

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 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 provide a second floor



setback of 10 feet; or as an alternate for lots 60 feet wide or less, provide a minimum setback of 8 feet to both floor walls on one side and a minimum setback of 10 feet to both floor walls on the other (driveway) side. 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.

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

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

**SECTION 5. Effective Date.** This ordinance shall become effective 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.

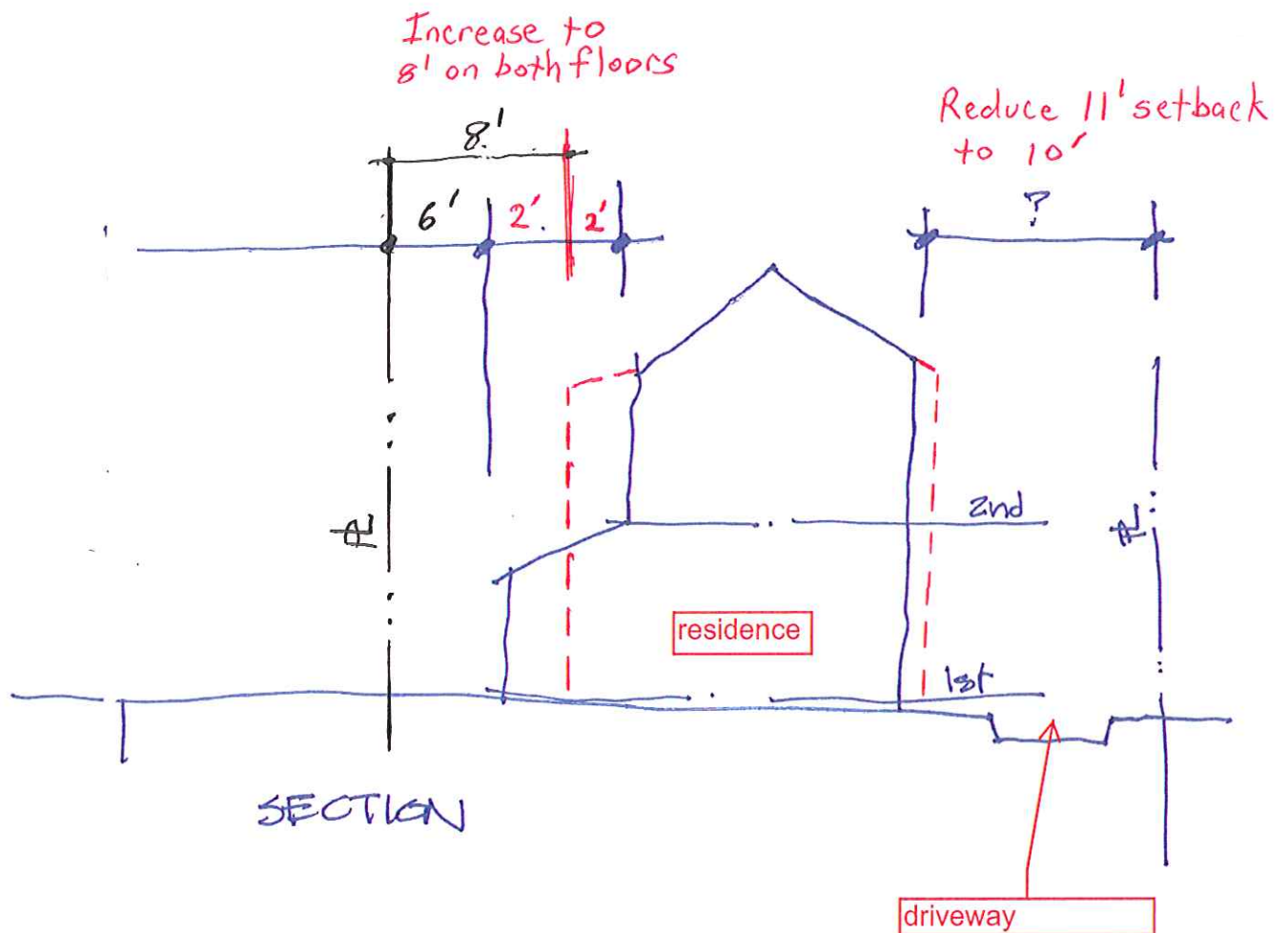
\_\_\_\_\_  
Mayor Kenneth W. Bradley

ATTEST:

\_\_\_\_\_  
City Clerk Cynthia S. Bonham



# Proposed Change to Narrow Lots with Rear Parking





**Robert and Ginger Poynter  
1309 Alberta Drive  
Winter Park, Florida 32789**

June 5, 2012

Councilman Tom McMacken  
City of Winter Park

Re: Glitch Fix Ordinance

Dear Mr. McMacken,

My wife and I would appreciate your consideration of the attached ordinance amendment. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bob Poynter", with a long horizontal flourish extending to the right.

Robert Poynter



Robert & Ginger Poynter  
1309 Alberta Drive  
Winter Park, Florida 32789

June 5, 2012

Mr. George Wiggins  
City of Winter Park

Re: "Glitch Fix Ordinance"

Dear Sir,

We own a 50' lot at 1540 Grove Terrace. We would like to build a Charleston Side Porch style home (photos attached). This style cannot have a second floor setback and remain true to the design. We are content with all the other regulations but feel the side setback requirement is a hardship on those whose design is ruined by such a setback.

Accordingly, we respectfully request your consideration in adding the following language to the proposed ordinance. This is in the spirit of the language inserted at the end of number 8 regarding roof articulation.

Requested language to be inserted at the end of Section 1, 6-g.

"An alternative second floor side setback requirement of 8 feet instead of 10 feet that is deemed critical to maintain the architectural style of the home is permitted. The driveway side setback would be 10 feet".

Your consideration would be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Robert Poynter". The signature is written in dark ink and is positioned below the word "Sincerely,".

Robert Poynter



**CHARLESTON SIDE PORCH HOME**

**1355 PALM AVENUE**





[ADVANCED SEARCH](#)

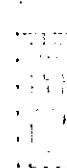
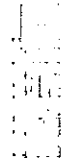
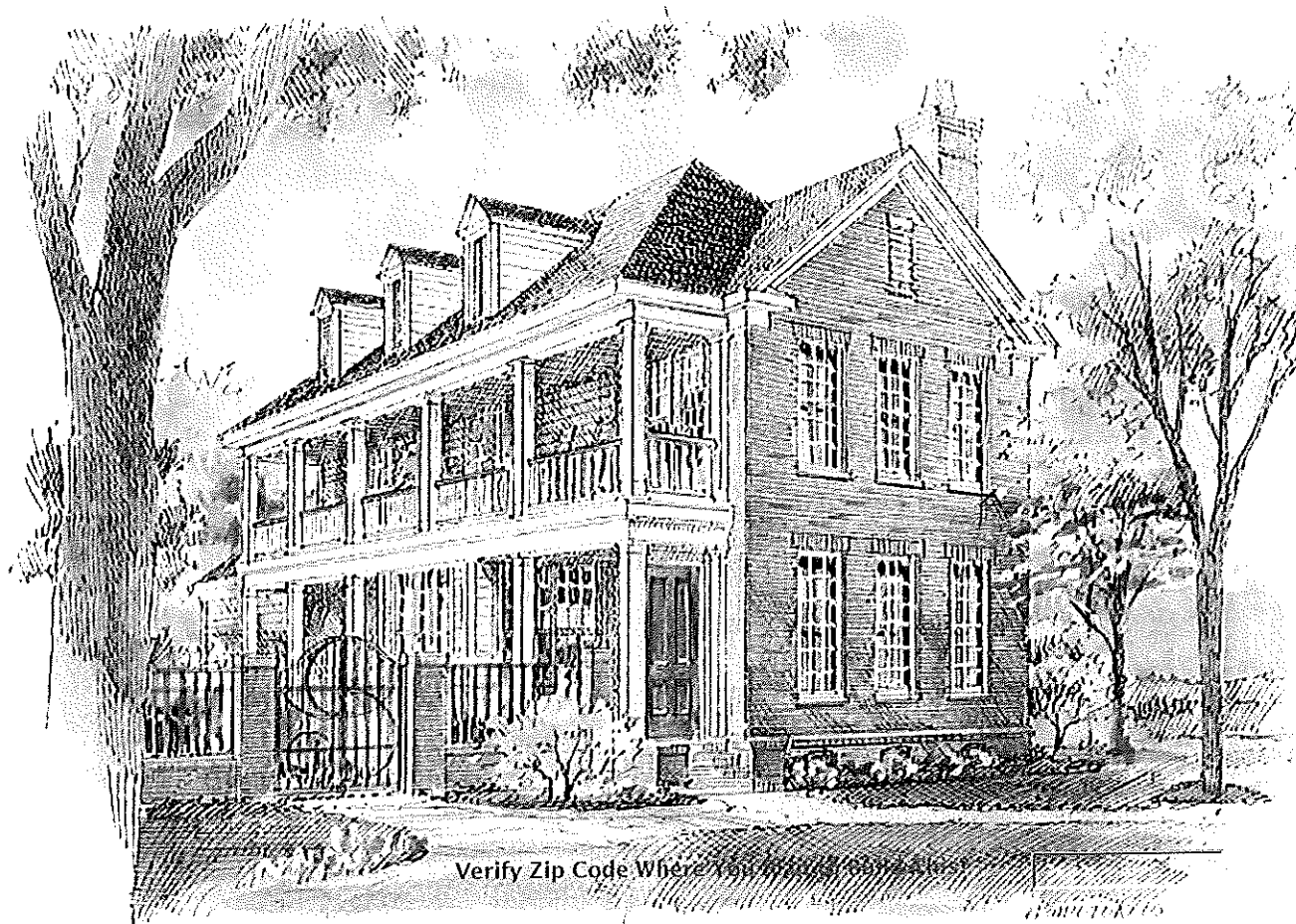
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**CHARLESTON SIDE PORCH HOME**

**1355 PALM AVENUE**







# city commission public hearing

item type	Public Hearing	meeting date	September 24, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

## **Subject: Rezoning and Subdivision of 271 N. Pennsylvania Avenue.**

Rex-Tibbs Construction has a contingent contract to purchase the property at 271 N. Pennsylvania Avenue and is requesting a Comp. Plan FLU Map and Zoning Map change from the existing Commercial (C-3) zoning to Medium Density Residential (R-3) zoning in order to build three (3) two story townhomes on the property. Technically, this would be considered a "down-zoning" going from commercial to residential. They also are requesting subdivision approval to split the property into three fee simple lots and to establish special setbacks and other variances for the three lots.

### **Recommendation:**

**Motion made by Mr. Slocum, seconded by Mr. Gottfried to recommend approval of the Comprehensive Plan amendment from commercial to medium density residential. Motion carried unanimously with a 7-0 vote.**

**Motion made by Mr. Johnston, seconded by Mr. Krecicki to recommend approval of the official zoning map designation of C-3 to R-3. Motion carried unanimously with a 7-0 vote.**

**Motion made by Mr. Gottfried, seconded by Mr. Krecicki to recommend approval of the subdivision request with the condition of maintaining front side architectural articulation. Motion carried unanimously with a 7-0 vote.**

### **Summary:**

This property is on the NW corner of Symonds and Pennsylvania Avenues. It is 12,000 sq. ft. in size with 120 feet along Pennsylvania and 100 feet along Symonds. For many decades this property was zoned commercial and the site of the two story Lawson's Funeral Home (with their residence upstairs). In 2007 the property was sold to Penn. Symonds LLC. In November 2007 they received approval from P&Z/City Commission to build a two story, 6,650 square foot office building of 35 feet in height. The setbacks at that time in the C-3 code were only five feet from the street front property lines. While 26 parking spaces typically would be required, the project was approved with only 18 spaces due to the grandfathered-in status (or lack thereof of parking) for the pre-existing Lawson's Funeral Home. (The rationale was the option to renovate the existing building with only two parking spaces versus redevelopment with 18 spaces)



### **The New Development Plans:**

The new development plans presented show three (3) two story townhomes of about 2,950 square feet in size including the garages. There is a two car garage at the rear of each unit which hides the garage doors from street view. A common driveway serves all three units and provides a rear setback of 25 feet plus providing separation and buffer to the adjacent residential property on Symonds Avenue. A six foot wall or fence is also required by the Code for buffer separation on that property line.

Technically parking is required at 2.5 spaces per unit (7-8 spaces) so two parking spots could be shown at the end of the driveway but in reality with ample on-street parking available on Symonds and Pennsylvania, visitors will use that more convenient alternative.

The subdivision request for three fee simple lots (with an access easement for the common driveway) will permit the sale of the townhomes as fee simple versus condominiums. The subdivision process also allows the City to establish variances for special setbacks and other development standards for this subdivision.

### **Variances Requested:**

The applicants are requesting 10 foot front setbacks on the two streets (in lieu of the required 25/20 foot setbacks) because the 10 foot setback matches what the current C-3 zoning has for street front setbacks and the 10 feet is double the 5 feet previously approved. They are also requesting a five foot setback on the north side which matches the C-3 side setback requirement for 5 feet to the adjacent vacant commercially zoned parcel. So basically they are asking to use the street and side setbacks of the existing C-3 zoning but otherwise will conform to the R-3 development standards. Staff has no problem with these setback variances as they match the character and location of other development along Pennsylvania Avenue.

Another variance requested is to use R-3 development standards on a 12,000 sq. ft. property in lieu of the 15,000 sq. ft. minimum lot size required for multi-family (3 or more units) development. The requested R-3 zoning permits 17 units per acre (one unit for each 2,500 sq. ft. of land) so technically on this property with the variance requested, the applicants could request four (4) residential units. The applicants are committing to only three (3) units. Given this reduction in density, the staff has no issue with this lot size variance.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK,  
FLORIDA AMENDING CHAPTER 58, "LAND  
DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE  
PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE  
FUTURE LAND USE DESIGNATION OF COMMERCIAL TO  
MEDIUM-DENSITY RESIDENTIAL ON THE PROPERTY AT  
271 N. PENNSYLVANIA AVENUE, MORE PARTICULARLY  
DESCRIBED HEREIN; PROVIDING FOR CONFLICTS,  
SEVERABILITY AND EFFECTIVE DATE.**

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

**WHEREAS**, the owner of the property more particularly described herein has requested an amendment to the Comprehensive Plan for this property, and such amendment meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

**WHEREAS**, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on September 11, 2012, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

**WHEREAS**, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on September 24, 2012 and October 8, 2012 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

**NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation of commercial to medium-density residential on the property at 271 N. Pennsylvania Avenue (the "Property"), said Property being more particularly described as follows:



Lot 12 (less the North 100 feet thereof), Block E, Capens Addition to Winter Park as recorded in Plat Book "A", Page 95 of the Public Records of Orange County, Florida.

Property Tax ID # 06-22-30-1168-05-122 and # 06-22-30-1168-05-121

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

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

**SECTION 4. Effective Date.** This Ordinance may not become effective until 31 days after adoption and this Ordinance will not become effective unless title to the Property becomes vested in Rex-Tibbs Construction Company, Inc. or its assignee. If challenged within 30 days after adoption, this Ordinance may not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK,  
FLORIDA AMENDING CHAPTER 58, "LAND  
DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE  
OFFICIAL ZONING MAP SO AS TO CHANGE THE ZONING  
DESIGNATION OF COMMERCIAL (C-3) DISTRICT TO  
MEDIUM DENSITY MULTI-FAMILY (R-3) DISTRICT ON THE  
PROPERTY AT 271 N. PENNSYLVANIA AVENUE, MORE  
PARTICULARLY DESCRIBED HEREIN; PROVIDING;  
CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

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

**WHEREAS**, the Planning and Zoning Board and City Staff of the City of Winter Park have recommended approval of this Ordinance at their September 11, 2012 meeting; and

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

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

**NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF  
WINTER PARK, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map are hereby amended so as to change the existing zoning designation of commercial (C-3) district to medium density multi-family residential (R-3) district zoning on the property at 271 N. Pennsylvania Avenue (the "Property"), said property being more particularly described as follows:



Lot 12 (less the North 100 feet thereof), Block E, Capens Addition to Winter Park as recorded in Plat Book "A", Page 95 of the Public Records of Orange County, Florida.

Property Tax ID # 06-22-30-1168-05-122 and # 06-22-30-1168-05-121

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

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

**SECTION 5. Effective Date.** This Ordinance shall become effective upon the effective date of Ordinance \_\_\_\_\_ and this Ordinance will not become effective unless title to the Property becomes vested in Rex-Tibbs Construction Company, Inc. or its assignee. If Ordinance \_\_\_\_\_ does not become effective, then this Ordinance shall be null and void.

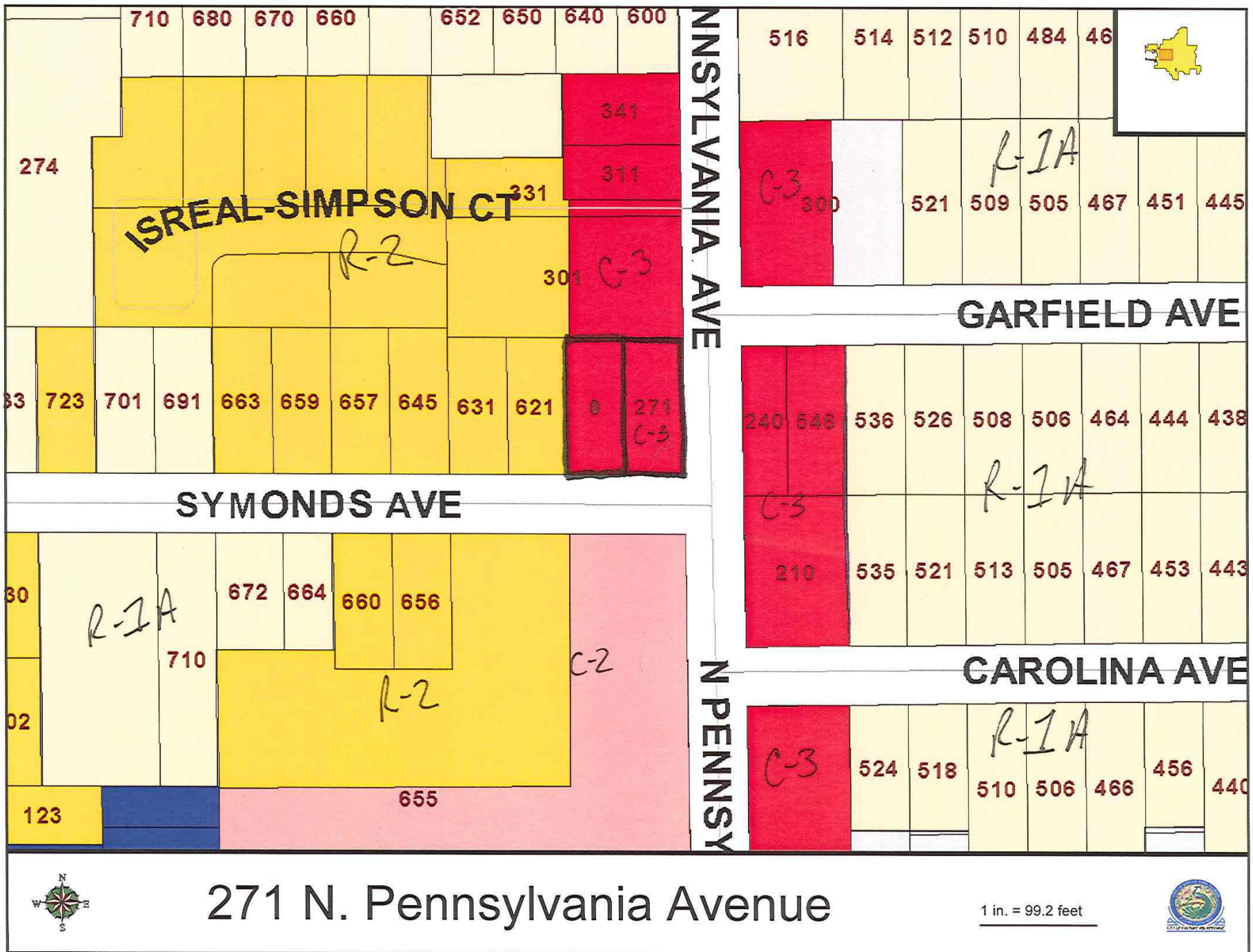
**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

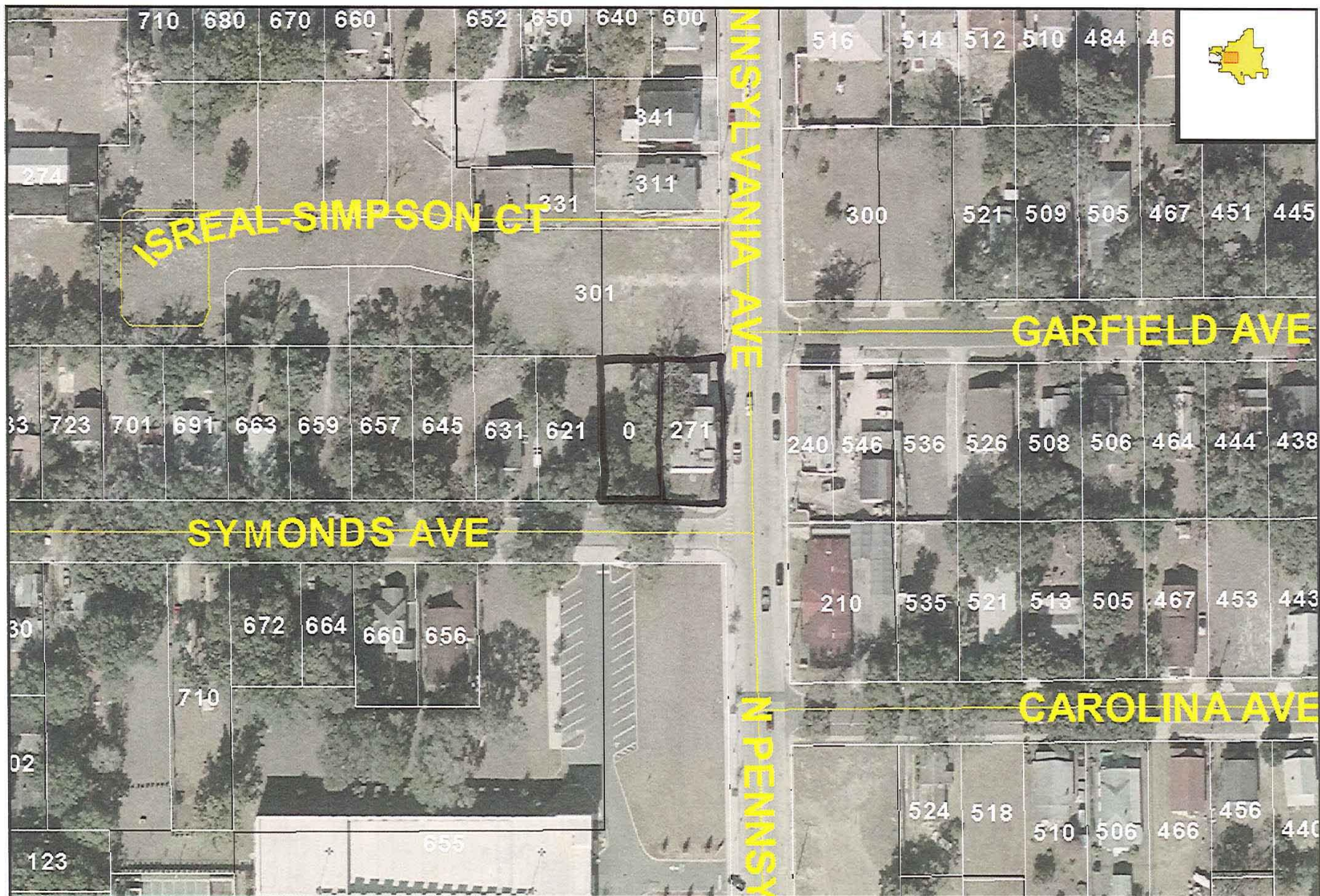
Attest:

\_\_\_\_\_  
City Clerk









271 N. Pennsylvania Avenue

1 in. = 99.2 feet









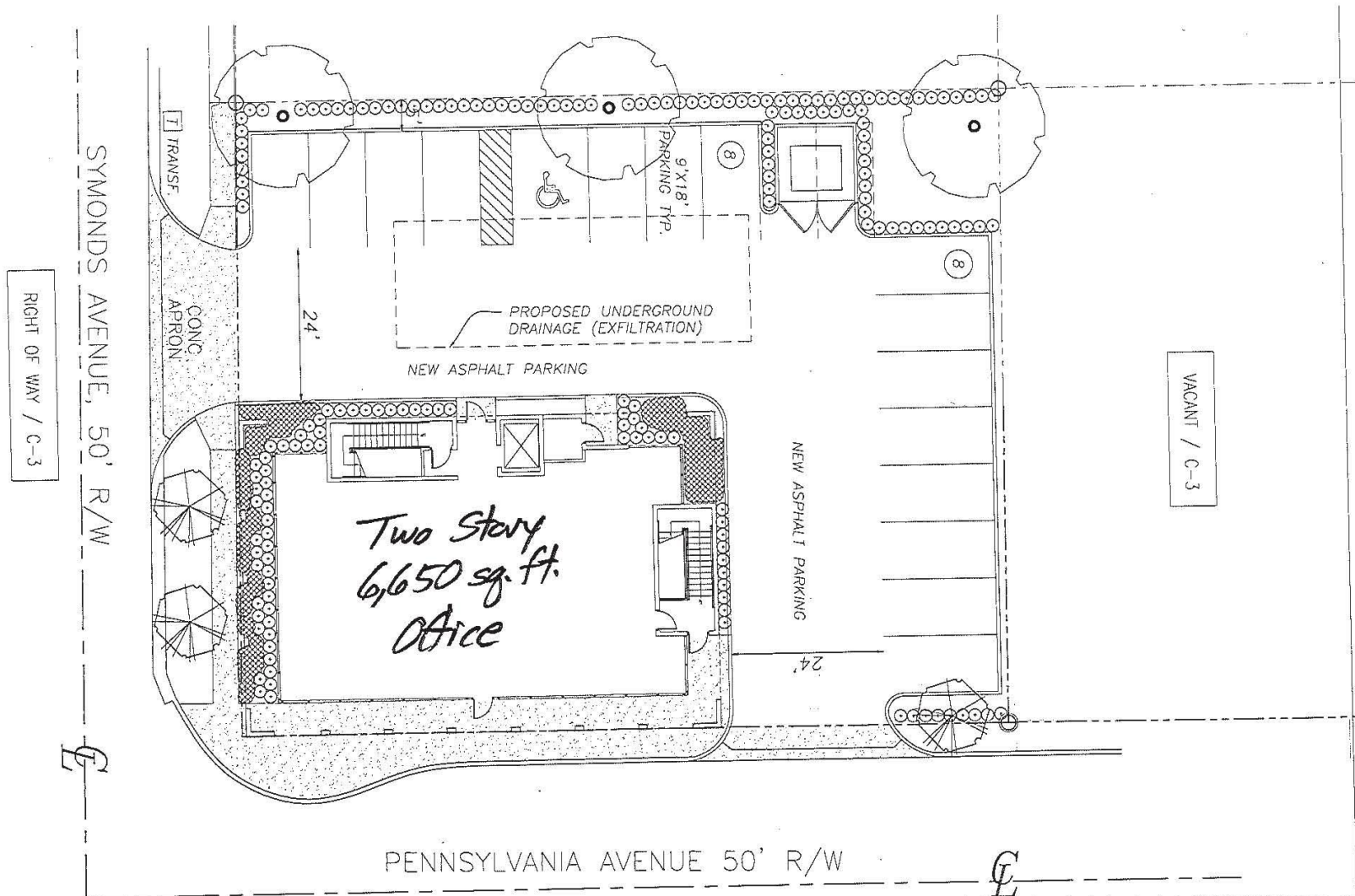
## Parcel Photos - 271 N Pennsylvania Ave



302206116805122 03/23/2006

*The former Lawson's Funeral Home building.  
When the office building was approved in 2007  
this building was demolished.*

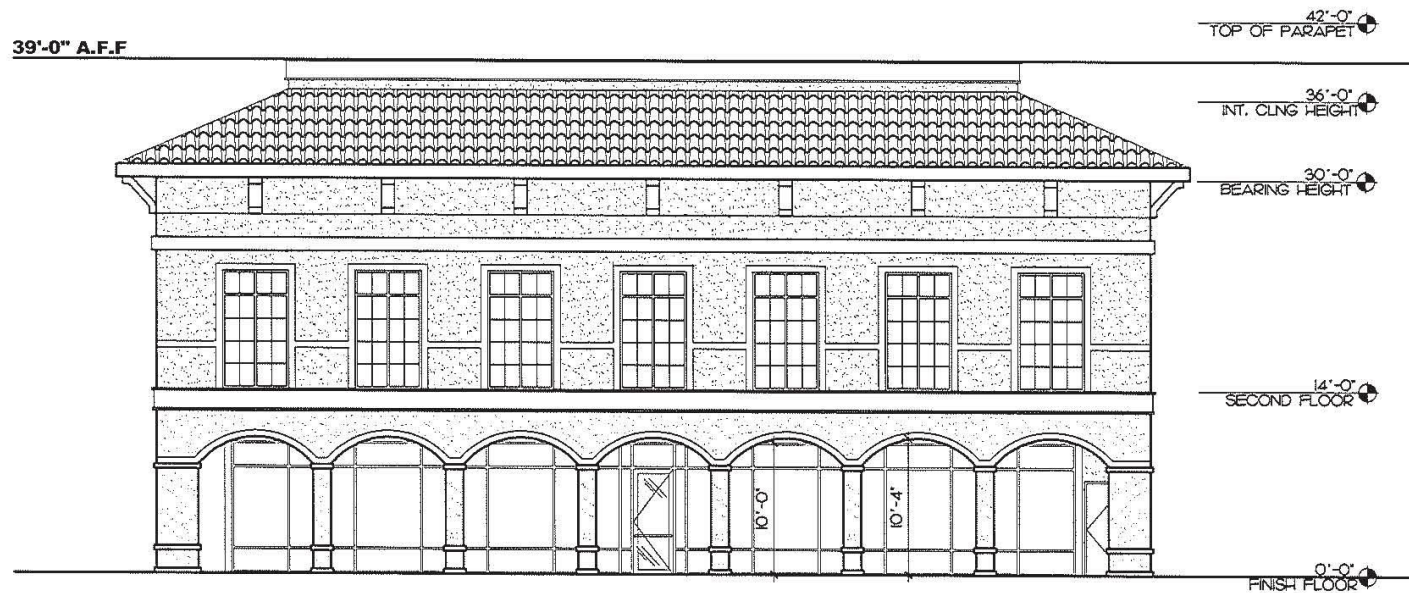




The 2007 Office Building site plan.



# The 2007 Office Building elevation





**REQUEST OF REX-TIBBS CONSTRUCTION CO. INC. TO:** AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS CHANGE THE EXISTING DESIGNATION OF COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL ON THE PROPERTY AT 271 N. PENNSYLVANIA AVENUE.

**REQUEST OF REX-TIBBS CONSTRUCTION CO. INC. TO:** AMEND THE OFFICIAL ZONING MAP SO AS CHANGE THE EXISTING ZONING DESIGNATION OF COMMERCIAL (C-3) DISTRICT TO MEDIUM DENSITY RESIDENTIAL (R-3) DISTRICT ON THE PROPERTY AT 271 N. PENNSYLVANIA AVENUE.

**REQUEST OF REX-TIBBS CONSTRUCTION CO. INC. FOR:** SUBDIVISION APPROVAL TO SPLIT THE PROPERTY AT 271 N. PENNSYLVANIA AVENUE INTO THREE LOTS FOR THREE ATTACHED FEE SIMPLE TOWNHOMES AND PROVIDING FOR THE ESTABLISHMENT OF SPECIAL SETBACKS FOR THE THREE LOTS.

Mr. Briggs explained that Rex-Tibbs Construction has a contingent contract to purchase the property at 271 N. Pennsylvania Avenue and is requesting a Comp. Plan FLU Map and Zoning Map change from the existing Commercial (C-3) zoning to Medium Density Residential (R-3) zoning in order to build three (3) two story townhomes on the property. They also are requesting subdivision approval to split the property into three fee simple lots and to establish special setbacks and other variances for the three lots. This property is on the NW corner of Symonds and Pennsylvania Avenues. It is 12,000 sq. ft. in size with 120 feet along Pennsylvania and 100 feet along Symonds.

For many decades this property was zoned commercial and the site of the two story Lawson's Funeral Home (with their residence upstairs). In 2007 the property was sold to Penn. Symonds LLC. In November 2007 they received approval from P&Z/City Commission to build a two story, 6,650 square foot office building of 35 feet in height. The setbacks at that time in the C-3 code were only five feet from the street front property lines. While 26 parking spaces typically would be required, the project was approved with only 18 spaces due to the grandfathered-in status (or lack thereof of parking) for the pre-existing Lawson's Funeral Home. (The rationale was the option to renovate the existing building with only two parking spaces versus redevelopment with 18 spaces)

The new development plans presented show three (3) two story townhomes of about 2,950 square feet in size including the garages. There is a two car garage at the rear of each unit which hides the garage doors from street view. A common driveway serves all three units and provides a rear setback of 25 feet plus providing separation and buffer to the adjacent residential property on Symonds Avenue. A six foot wall or fence is also required by the Code for buffer separation on that property line.

The applicants are requesting 10 foot front setbacks on the two streets (in lieu of the required 25/20 foot setbacks) because the 10 foot setback matches what the current C-3 zoning has for street front setbacks and the 10 feet is double the 5 feet previously approved. They are also requesting a five foot setback on the north side which matches the C-3 side setback requirement for 5 feet to the adjacent vacant commercially zoned parcel. So basically they are asking to use the street and side setbacks of the existing C-3 zoning but otherwise will conform to the R-3 development standards. Staff has no problem with these setback variances as they match the character and location of other development along Pennsylvania Avenue.

Another variance requested is to use R-3 development standards on a 12,000 sq. ft. property in lieu of the 15,000 sq. ft. minimum lot size required for multi-family (3 or more units) development. The requested R-3 zoning permits 17 units per acre (one unit for each 2,500 sq. ft. of land) so technically on this property with the variance requested, the applicants could request four (4) residential units. The applicants are committing to only three (3) units. Given this reduction in density, the staff has no issue with this lot size variance.



The third area of variance request is that the proposed project has 6,024 sq. ft. of building lot coverage (footprint) which is at a 50% lot coverage which exceeds the maximum 40% lot coverage. The applicants are not however, trying for more total square footage than is allowed. In the R-3 zoning, for two story buildings the maximum FAR is 75%. This total 8,859 square feet is at a FAR of 73.8%. This is a very common situation. The combination of the auto garage space and the first floor living space is difficult to fit in the 40% lot coverage allowance. Today a downstairs bedroom is deemed essential given the market for elders who may find stairs difficult as they age or to provide separation between children to be upstairs while parents are in the downstairs bedroom. If the applicants exceeded the FAR, then staff would be opposed to this variance. However, this is really just about where the living space is allocated between the floors. The impervious coverage is less than 70% maximum per code and the maximum building height will be at or less than the 35 feet per code.

In summary Mr. Briggs indicated that this property has commercial development to the north, east and south. The setback waivers requested match the same setbacks that other buildings on Pennsylvania Avenue are built to today or can be built to. The lot coverage variance is just about how the permitted space is allocated between floors. The previous office building that was approved in 2007 (and which could still be built) had a significant parking variance which would have meant more on-street parking and much more traffic than these townhomes will create. Residential development of this property will be much more compatible with the surrounding neighborhood than another commercial development project. Staff recommendation was for approval.

Randall Rex, 600 Wilkerson Street, was present representing the applicant.

Lurline Fletcher, 790 Lyman Avenue, spoke concerning the request. She said that as a resident of the West side community she would prefer a two-story versus four-story building on the property, but is happy to see residential development.

Carlos Posado, spoke in favor of the request.

The Public Hearing was closed.

The Planning Board members expressed support of the request. The residential development of this property was cited as reflecting the market but also a better use of this property. Mr. Slocum pointed out interior space issues with the garages and with the rear setback for one of the units. Mr. Briggs indicated those issues would need to be resolved for the building permit. The Board agreed but desired to note those issues in their recommendation.

**Motion made by Mr. Slocum, seconded by Mr. Gottfried to recommend approval of the Comprehensive Plan amendment from commercial to medium density residential. Motion carried unanimously with a 7-0 vote.**

**Motion made by Mr. Johnston, seconded by Mr. Krecicki to recommend approval of the official zoning map designation of C-3 to R-3. Motion carried unanimously with a 7-0 vote.**

**Motion made by Mr. Gottfried, seconded by Mr. Krecicki to recommend approval of the subdivision request with the condition of maintaining front side architectural articulation. Motion carried unanimously with a 7-0 vote.**





# city commission public hearing

item type	Public Hearing	meeting date	September 24, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

## Subject: Residences at Winter Park Village project.

This item is a request by the Winter Park Town Center Development LLC (Don Casto Organization – owners of the Winter Park Village) to redevelop the former State DMV property at 940 W. Canton Avenue with a new four story, 204 unit residential development with a companion four level 358 space parking garage. In order to accommodate this project there are related amendments required to the Comprehensive Plan and Zoning Code to provide for the heights (stories) and residential unit count densities. This Residences at the Winter Park Village project (The Residences) is a conditional use (over 10,000 square feet). Due to the parcel and project size, a city-wide notice of these public hearings has been mailed to all 14,500 households in the City as well as notices mailed to the property owners within 1,500 feet.

## Planning Board Recommendation:

### Comprehensive Plan Amendment

Motion made by Mr. Krecicki, seconded by Mr. Johnston to recommend approval of the comprehensive plan amendment from Office to High Density Residential and a to change the property's designation on the maximum height map from a maximum three stories to four stories and to add a new policy for residential density allowances for both 940 and 1020 West Canton Avenue.

Amendment: Mr. Gottfried offered an amendment to the motion, to amend section 3 of the comprehensive plan amendment ordinance by changing from a density of 19 units/acre to 25 units/acre. Amendment carried with a 4-3 vote.

Then the original Motion carried with a 5-2 vote.

### Zoning Map Amendment

Motion made by Mr. Gottfried, seconded by Mr. Sacha to recommend approval of the rezoning request to for 940 West Canton Avenue from O-1 to R-4 and to change the property's designation on the maximum height map from a maximum three stories to four stories. Motion carried with a 5-2 vote.

Amendment: Mr. Gottfried offered an amendment to the motion, to amend section of the rezoning ordinance by changing from a density of 19 units/acre to 25 units/acre. Amendment carried with a 4-3 vote.



Then the original Motion carried with a 5-2 vote.

### **Conditional Use**

**Motion made by Mr. Gottfried, seconded by Mr. Livingston recommending preliminary conditional use approval to construct a four-story, 204 unit residential project and to construct an adjoining parking garage of approximately 350 spaces on the property at 940 West Canton Avenue.**

**Amendment: Mr. Krecicki offered an amendment that at final conditional use approval a development agreement be presented that at a minimum discusses processes for any future development on the property to the west. Amendment carried with a 7-0 vote.**

Then the original Motion carried unanimously with a 7-0 vote.

**Motion made by Mr. Gottfried, seconded by Mr. Livingston requesting that the City Commission make the policy decision as to the city's position for a storm water plan for Lake Island Park prior to re-submittal to the Planning Board. Motion carried unanimously with a 7-0 vote.**

### **Summary:**

While "The Residences" will be developed solely on the former DMV property, the "development parcel" is the combination of the properties in the control of the Don Casto organization that are on the south side of Canton Avenue which includes the former DMV site, addressed as 940 W. Canton Avenue and the property with the three story office building and Publix liquor store, addressed as 1020 W. Canton Avenue. The total site area is 9.53 acres with 4.36 acres in the property addressed as 940 W. Canton (DMV property) and 5.17 acres in the property addressed as 1020 W. Canton Avenue. To the north is the Winter Park Village complex and to the south, the Bank First and soon to be under construction, new CNL office projects.

**Property History:** This property is part of the Winter Park "Village" redevelopment of the former Winter Park Mall. The WP Village truly was a pioneer project (with the City's active encouragement) as a "Village" that was envisioned and planned from the start to function as a cohesive community or village with "live, work and play" components. The "work and play" components were easier to initially implement. The "play" component is obvious with the Regal Cinema and numerous restaurants. In order to accomplish the "work" component, the WP Village was the first regional shopping mall redevelopment in the nation to include office space as an upstairs second floor feature as well as in the office building south of Canton Avenue. The "live" components exist now within the 64 apartments that exist above the Cheesecake factory space. Other "live" components on-site were explored in the past (redevelopments of the parking fields) but the challenges physically (of the project size) and financially (having to pay re-build existing parking spaces in a parking garage) were daunting. So very early in the WP Village process, the DMV property was acquired from the State both for temporary overflow parking but primarily for long term development in order to achieve the "live" component. Then the owners and the City could truly accomplish the original vision of the WP Village with "live, work and play".

The other relevant history is that in 2006, after a long series of public hearings, the City Commission approved a 140 unit residential condominium building on the DMV property. At that time the office (O-1) zoning permitted multifamily residential (R-4) development via conditional use. The preliminary conditional use was approved in January 2006 and the final



conditional use was approved in June 2006. (Those plans are provided in your packet for reference)

That 140 unit project was a 370,180 sq. ft. building with residential units on the exterior of the building built around an interior parking garage of 308 spaces. The building was four stories on the north (Canton Avenue), west and south sides and three stories on the east (Denning Drive) side. The condominiums averaged 1,700 sq. ft. in size. As with this current request, the City approved the 140 unit residential density based upon the combined 940/1020 W. Canton Avenue parcel because the 940 W. Canton Avenue parcel would have only allowed 109 units based on that 4.36 acre size and 25 units/acre maximum density.

Obviously, that project was not built and the conditional use approval (good for two years) was allowed to lapse. However, the Don Casto organization completed the full building permit construction drawings, got the St. Johns WMD permit and had the construction building permit ready to be issued by the City in 2008 when the residential condominium market crashed.

**Comprehensive Plan Issues:** Since that 140 unit condominium project was approved in 2006, the City has adopted its new Comprehensive Plan and revised the Zoning Code accordingly. This has raised two issues requiring code amendments that need to be resolved for this project to proceed.

The first issue is the "Maximum Height Map" of the Comprehensive Plan and Zoning Code which establishes maximum building heights (in stories/ not in feet). In 2006, the Comp. Plan, the O-1 and the R-4 zoning permitted 55 feet of building height with no limitation on number of stories. The 2009 Comp. Plan and Zoning Code established a three story height limit and 47.5 foot height limit. By virtue of the proposed FLU and Rezoning to R-4, the 55 feet of permitted height is restored. However, the Maximum Height Map also needs to be amended to allow four (4) stories in lieu of the maximum three (3) stories now permitted.

The second issue is the maximum residential density of the two sites. Again in 2006 the maximum potential density (potential because conditional use was required) was up to 25 units per acre. Now, the current office and commercial designations on these properties, under the 2009 Comp. Plan and Zoning Code, permits a maximum of 17 units per acre. By virtue of the proposed FLU and Rezoning change to R-4 on the 940 W. Canton portion of the property, the 25 units per acre would be restored to that portion of the site. However, the 17 units per acre maximum of the 1020 W. Canton portion of the site permits 88 units and together with the 940 W. Canton portion (109 units) would only permit 197 total units.

The applicant is requesting that a policy change to the Comprehensive Plan and Zoning Code to accommodate that additional needed density by restoring the 25 units per acre to the 1020 W. Canton portion of the property. (Or perhaps alternatively from the staff's perspective increasing it from 17 units per acre to 19 units per acre to make the density numbers work for the 204 units requested)

**Current Development Request:** The application package for "preliminary" conditional use approval includes the detailed site plans, 3-D architectural perspective images of the building facades, conceptual landscape, storm water retention design and traffic impact report as required for the "preliminary" approval.

The project generally meets the requested R-4 development standards (aside from unit density) based only on the 4.36 acres of the 940 W. Canton parcel. Based on the 4.36 acres, the project has a 54.1% building lot coverage (within the 55% maximum) and a 182.4 % FAR (within the 200% maximum).



The project has a 30 foot front building setback on the Denning Avenue side (25 foot minimum). On the Canton Avenue side two-thirds of the building has an average 40 foot setback (20 foot minimum) but a variance is requested for the western wing of the project which is at a 10 foot building setback. Similarly a variance is requested for a 15 foot building setback on the south (CNL) side at 15 feet (20 foot minimum).

**Building Height:** The residential building height is 59 feet to the roof peak of the highest part of the complex. The vast majority (90%) of the roof height to the roof peak is at the 55 foot height limit for the R-4 zoning. The percentage of the roof "peaks" that exceed the 55 feet is slightly less than 10% of the total roof area. The height of the building walls up to the roof eave where the pitched or sloped roof begins is 44 feet. It is important to note that if this were a flat roof building, one could build 55 feet in height to the top of the flat roof top and then have a five foot parapet on the exterior for a visible height of 60 feet and meet the R-4 height code. So the visible building height with the roof sloping away from the street is less than could be perceived with a flat roof design (but that would meet Code). The building height of the parking garage to the top of the parapet or retaining wall is 38 feet.

For comparison the Bank First building is 52 feet in height and the new CNL office building will be 50 feet of exterior wall/parapet with an internal roof parapet encasing the AC/mechanical equipment up to 60 feet in height.

**Parking:** There are 358 parking spaces provided (including the required handicapped spaces) for the project. Ten of these spaces are at the front for the leasing office and the balance is in the parking garage. This averages 1.75 spaces per apartment unit. The zoning code requirement is 2.5 spaces for each unit. That 2.5 space zoning requirement is based upon condominium developments in order to have at least two spaces per unit for the occupants and some added spaces for visitors. Typically condominiums (like the previous project on this site) would average 1,700-2,000 sq. ft. in size and have two-three bedrooms.

This project has an average unit size of 953 sq. ft. The breakdown is 106 units (51%) that are one bedroom, 82 units (41%) that are two bedroom and 16 units (8%) that are three bedrooms. Epoch Properties (development partner) has provided information (attached) to support the variance request (based on their experience and the data from other projects). They believe the 1.75 parking space per unit to be more than adequate.

**Architectural Elevations:** The project elevations befit an attractive apartment complex that will be a compliment to the area. There is ample articulation of the building facades and the many undulations help immensely to break up the exterior façade of the building. Most people will be looking at the Denning and Canton street elevations. On the Denning side, there is ample building articulation and the large opening to the internal courtyard breaks up the project elevations into two buildings.

On the Canton side the variations in the building facades will also break a large project down to smaller visual elements. The final architectural elevations of the building and parking garage (including details on the parking garage lighting) come back at the "final" CU stage.

**Tree Preservation:** There are many existing trees on the site. When you walk the site and look closely at those trees they are all in a very poor and deteriorated condition. The plan is to remove all the existing trees and to compensate for the loss of those trees with a major new tree replanting program for a more attractive tree canopy concentrated on the exterior of the project. The conceptual landscape plan show 54 new oak trees to be planted along the



exterior of the site that will work to "re-forest" the site and also to buffer and break up the visual view of the building components. A specific detailed landscape plan with types, sizes, quantities, etc. is reviewed at the "final" conditional use step.

**Storm Water Retention:** The site currently has minimal storm water retention and most of the rainfall runoff goes directly into the street drainage system and then into Lake Island. The redevelopment of this property will retrofit the site to conform to the storm water retention requirements of the City and St. Johns River Water Management District. This will greatly enhance water quality. Alternatively the applicant would like to explore the possibility with the City and St. Johns River Water Management District to expand the "lake water" area within Lake Island Park to provide the needed retention area. If that scenario is possible then the applicant would discuss compensation for that 'lost' upland park land with the City at the "final" conditional use stage. The detailed design and calculations are also submitted at the "final" conditional use stage.

**Landscaping:** Overall the impervious coverage of the site will be 67.4% (code maximum of 75%). A specific detailed landscape plan with types, sizes, quantities, etc. is reviewed at the "final" conditional use step.

**Traffic Impact:** The traffic generation from 204 apartments as compared to the 85,000 sq. ft. of office building possible on this site is less than what the office would generate both in the peak hour and in a daily scenario. There is capacity on the surrounding streets for the anticipated additional traffic.

**Staff Summary:** This is a very unique situation because the staff must look at this request not just in the context of today's application but also in recognition of the previous approval for the 140 unit project in 2006. Even though the applicant allowed that conditional use approval to lapse, the Zoning Code provides for and allows property owners to request to re-establish conditional uses that have expired. Clearly the applicant expended considerable sums of money going through the zoning approval process (conditional use) and in the preparation of the entire building permit construction plan sets that were reviewed, approved and ready for issuance by the City. If this 2012 project is denied, then other option for the property owner is to ask to re-establish the previous conditional use. Then all they would need to do is reconfigure the interior floor plan layout to smaller unit sizes and get the apartment sizes/density that they desire versus the previously approved condominium floor plans sizes.

When one compares the two projects there is no comparison. The current request is a far better design than the 2006 project. The 2006 project was a very large rectangle with an internal parking garage which had a continuous 380 foot long façade along Denning Drive and a continuous 355 foot long façade along Canton Avenue. The architectural articulation of those facades was minimal. Contrast that with this 2012 design. This 2012 request has much more building articulation or undulations, a visible interior courtyard and the architectural interest of the facades is much more detailed better for exterior appearance. All of those in's and out's work to help to break up the mass of the facades and it is also good that the parking structure is back in the interior corner in the least visible location.

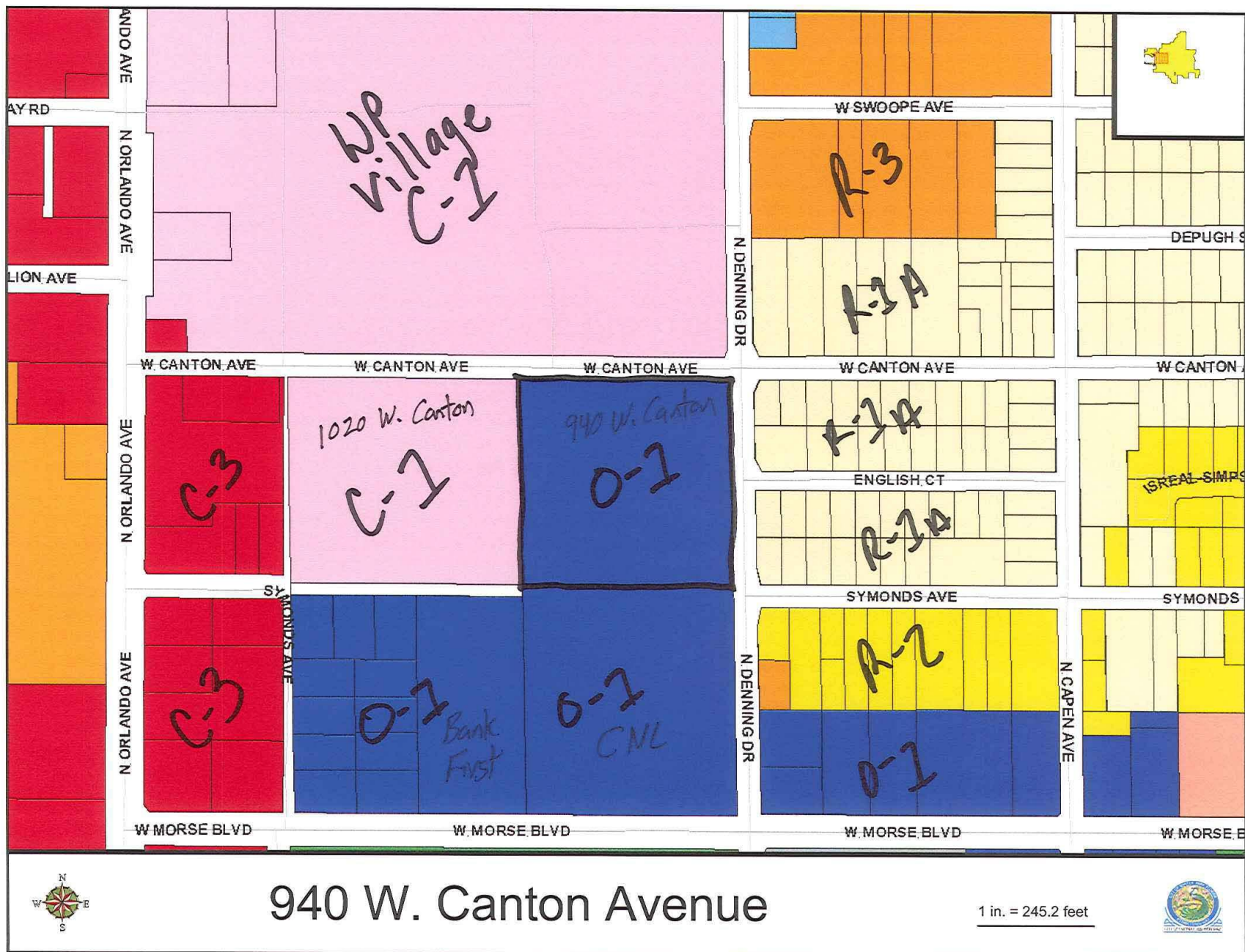
In terms of building size, the 2006 project was a building of 370,160 sq. ft. and the 2012 project is 346,356 sq. ft. or about 23,804 sq. ft. smaller. It has more units (204 apts. vs. 140 condos) because the condos averaged 1,700 sq. ft. in size and the apartment's average 953 sq. ft. So there are more units but in a slightly smaller total square footage.



In terms of the Comp. Plan/Zoning Code amendments the location and property history mitigate against these changes being precedent setting. For the residential density, if the "policy" change works for the applicant at 19 units/acre versus the 25 units per acre requested then that was the basis for the staff recommendation. The applicant however, wished to have the original 25 units to the acre restored.

The Maximum Height Map has a very valid purpose in the Comp. Plan and Zoning Code. The City's Comprehensive Plan is trying to keep future development at a density (FAR) and scale (height) that is in keeping with our "village" character. However, in this block or location context, on the west side of Denning Drive, the City has the three story Bank First and CNL office buildings that while they are three (3) stories are just about the same height as proposed for this four (4) story residential building. That is basically because of the differences in the floor to ceiling heights of Class A office buildings (Bank First/CNL) versus residential apts./condos. So on one hand it is a serious policy issue for the City to make a major policy change to the Maximum Height Map but at the end of the day the difference in height between the CNL project and the Residences at WP Village will be visually imperceptible.









OCAPA Web MAP

PRINT CONTACT



Parcel ID: 292201360401000 (Rng-Twn-Sec format)

0 100 ft

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

Created on 8/30/2012, Copyright 2007, Orange County Property Appraiser.





OCA Web MAP

PRINT CONTACT



Parcel ID: 292201360401000 (Rng-Twn-Sec format)

0 100 ft

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

Created on 8/30/2012, Copyright 2007. Orange County Property Appraiser.



# Parking Variance Justification

## EPOCH® PROPERTIES INCORPORATED

August 20, 2012

Jeff Briggs  
Planning Director  
City of Winter Park  
401 S. Park Avenue  
Winter Park, FL 32789

### RE: Residences at Winter Park Village – Parking Analysis

Dear Mr. Briggs,

As you know, Epoch Properties, Inc. is acting in the capacity of Co-Developer, General Contractor and Property Manager for Casto in the development of the Residences at Winter Park Village. Epoch Properties was founded in 1970 and is based in Winter Park. In this time, we have developed over 32,000 apartment units across the United States. Epoch Management has managed over 100,000 units over the same period. Today, both companies are strictly focused on the development, construction, and management of Class A luxury apartment communities that serve to complement their surrounding neighborhoods.

The purpose of this letter is to request your support of a variance to the City's minimum standard for parking. The Residences at Winter Park Village is designed for 204 total apartment units. As you are aware, City code requires a parking ratio of 2.5 parking spaces per dwelling unit. We are requesting this code be reduced to 1.75 spaces per unit for our purposes as a rental community. In our experience, the ratio of parking spaces per *bedroom* provides a better indicator as to whether the development will be adequately parked. The reason being, these communities are made up of a mix of one, two and three bedroom apartment homes. The preliminary design for this project reflects a mix of 52% one-bedrooms, 40% two-bedrooms, and 8% three-bedrooms, for a total of 318 bedrooms. Based on our experience managing communities of a similar unit mix, we feel confident that a ratio of one parking space per bedroom will accommodate the expected parking demand. At 1.75 spaces per unit or 357 total parking spaces, this more than exceeds the 318 spaces or 1 space per unit metric that we typically rely upon as our guide.


As support for our variance request, we submit the attached list of existing apartment communities for comparison. Notice several of these communities have parking per bedroom ratios of less than one per unit. It's not uncommon that the parking code in many municipalities translates to



something less than this ratio. All of the properties listed were developed by Epoch and have successfully leased up with occupancies between 90% and 100%.

It is our intent to provide you with the relevant information needed to understand and support our variance request. Based on our track record in the industry, it is our professional opinion that 1.75 parking spaces per unit are more than sufficient for this proposed development. After your review, should you have questions or need additional information, please feel free to call.

Thank you in advance,



Kyle D. Riva  
President

cc: Paul Rutledge – Casto  
Rebecca Wilson – Lowndes, Drosdick, Doster, Kanter & Reed, P.A.  
John Cunningham – ACi

Enclosed: Epoch Properties – Historical Parking Analysis



Epoch Properties - Historical Parking Analysis							
Name	Location	Property Type	Parking Spaces	Units	Unit Mix	Bedrooms	Ratio Per BR
Residences at Winter Park Village*	940 W. Canton Ave, Winter Park, FL	Mid-Rise	357	204	(51%) 1-Bed / (41%) 2-Bed / (8%) 3-Bed	318	1.12x
Cumberland Park	8024 Cumberland Park Dr, Orlando, FL (Orange)	Garden	881	456	(38%) 1-Bed / (50%) 2-Bed / (12%) 3-Bed	796	1.11x
Coventry Park	6650 Corporate Center Dr, Jacksonville, FL (Duval)	Garden	597	360	(44%) 1-Bed / (46%) 2-Bed / (10%) 3-Bed	726	.82x
The Lofts at Uptown Altamonte	285 Uptown Blvd, Altamonte Springs, FL (Seminole)	Mid-Rise	586	324	(37%) 1-Bed / (53%) 2-Bed / (10%) 3-Bed	559	1.05x
Wildflower	1210 Southwest 11th Ave, Gainesville, FL (Alachua)	Mid-Rise	416	201	(37%) 1-Bed / (55%) 2-Bed / (8%) 3-Bed	340	1.22x
Station House*	City of Lake Mary (Seminole)	Mid-Rise	300	200	(56%) 1-Bed / (38%) 2-Bed / (6%) 3-Bed	276	1.09x
Landmark at Universal	City of Orlando (Orange)	Garden	504	310	(28%) 1-Bed / (67%) 2-Bed / (5%) 3-Bed	548	.92x

\*In planning phase





# Citywide Public Notice

## THE RESIDENCES AT WINTER PARK VILLAGE 940 WEST CANTON AVENUE

Planning & Zoning Board  
Public Hearing  
Tuesday, September 11  
@ 7 p.m.

City Commission  
Public Hearing  
Monday, September 24  
@ 5 p.m.

Commission Chambers  
Winter Park City Hall, 2nd Floor  
401 Park Avenue South | Winter Park, Florida

Winter Park Town Center Development LLC is requesting approval to redevelop the former Department of Motor Vehicles property at 940 West Canton Avenue with a four-story, 206-unit multi-family residential unit complex with an approximately 360-space attached four-level parking garage.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Planning Department at 407-599-3453 at least 48 hours in advance of the meeting.

Site Plan  
940 West Canton Avenue

multi-family residential  
unit complex

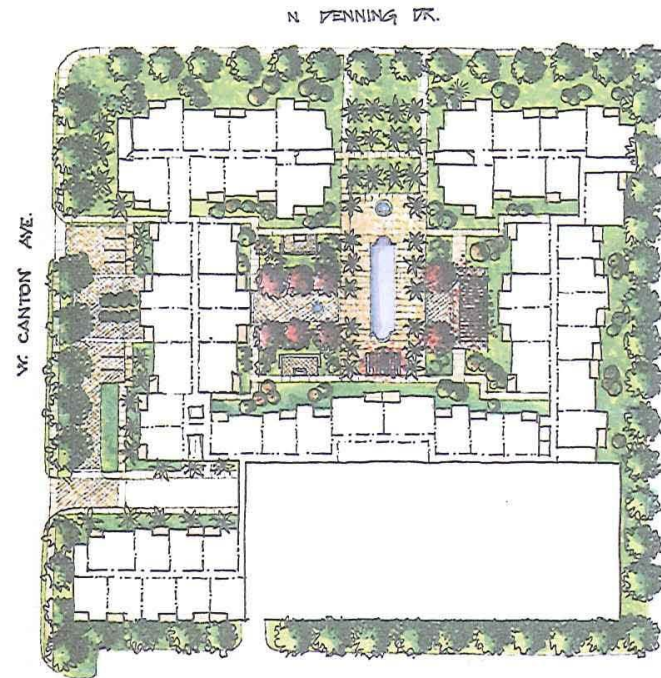
four stories

206 units

attached parking garage

four levels

approximately 360 spaces





Conceptual Rendering - West Canton Avenue



Conceptual Rendering - North Denning Drive





## **The Residences at Winter Park Village**

### **Storm Water**

A portion of the existing storm water runoff for this parcel is currently being routed to an on-site dry retention area with an outfall directly into the City of Winter Park storm system and ultimately draining to Lake Island. The areas on-site that are currently not routed to this retention area are discharging into Lake Island untreated. The storm water collection and treatment for the re-developed property is proposed with two (2) potential storm water treatment solutions.

#### **OPTION1:**

Option 1 incorporates the use of the Lake Island Retention Pond to provide the required treatment for the Residences at Winter Park Village. The attached **Figure 1** depicts an approximate area that would be needed to be excavated for the additional capacity and treatment volume. If approved by the City, the final area and location around the Lake Island would involve the cooperation and direct input and coordination with the City of Winter Park staff, which would include the Engineering Department, Parks and Recreation Division, and all other parties required to be involved. The proposed on-site storm water collection system will be composed of inlets and underground pipes, which will collect all roof discharge as well as the courtyard areas and parking lot surface runoff which will then flow into the existing 60" stormwater pipe running along Denning Drive. Storm water calculations and associated permitting will be completed during the design phase for the proposed development. A permit modification will be submitted to the St. Johns Water Management District and the City of Winter Park for review and approval prior to any construction activities.

#### **OPTION 2:**

Option 2 is developed utilizing on-site storm water collection via inlets and underground piping, however, in this option the storm water treatment and attenuation will be kept on-site. This option proposes the use of several interconnected underground exfiltration areas to treat the storm water runoff, refer to sheet C-300 for the proposed exfiltration locations. The storm water runoff will be collected and stage in the underground chambers via weir structures with infiltration as the means of recovery. This type of system will utilize the City of Winter Park storm sewer system as an outfall for the on-site exfiltration system. Storm water calculations and associated permitting will be completed during the design phase for the proposed development. A permit application for this option will be submitted to the St. Johns Water Management District and the City of Winter Park for review and approval prior to any construction activities commence.

### **Vehicle Maneuvering**

The proposed development will require waste management pick-up which has been analyzed and preliminarily designed for, refer to sheet C-300 for vehicle maneuvering templates. The trash room has been located at the northwest corner of the project and is identified as such.



## Parking

The on-site parking is provided primarily within an on-site 3-story parking garage with 10 spaces located adjacent to Canton Avenue for visitors and residents to access the main office. The overall parking counts are provided on sheet C-200 for the garage and at grade parking being proposed.

## Traffic Study

The proposed re-development of the old State Motors Vehicle Department building site results in a total of 80 PM peak hour trips, which is a net decrease of 96 PM peak hour trips from the original property use. The attached Conditional Use Traffic Analysis report is included for reference purposes.





L:\2012\2012-2011 - Custo IMV Sheraton\Figures\Figure 1 - Lake Island.dwg 8/9/2012 1:53 PM



**AVCON, INC.**  
**ENGINEERS & PLANNERS**  
 6555 E. MICHIGAN ST., SUITE 200  
 ORLANDO, FL. 32822-2779  
 OFFICE: (407) 599-1122  
 FAX: (407) 599-1133

**THE RESIDENCES AT WINTER PARK VILLAGE**  
**LAKE ISLAND MODIFICATION**

**FIGURE**  
**1 OF 1**

REVISION: 00

DATE: 08-07-2012

S-T-R: 01-229-29E





**AVCON, INC.**  
ENGINEERS & PLANNERS

5555 E. Michigan St., Suite 200  
Orlando, Florida 32822  
Phone: (407) 599-1122  
Fax: (407) 599-1133  
www.avconinc.com

August 6, 2012

Mr. Jeff Briggs, Director  
City of Winter Park - Planning Department  
401 Park Avenue South  
Winter Park, Florida 32789-4386

**Re.: Former Division of Drivers Licenses Site Re-Development  
Conditional Use Traffic Analysis**

Dear Mr. Briggs:

AVCON, INC. has performed the requested traffic analysis for the conditional use permit application for the re-development of the former Florida Division of Drivers Licenses site at 940 W. Canton Ave. The results of the trip generation are summarized below.

**Trip Generation**

The trip generation analysis is based on the Institute of Transportation Engineers' (ITE) Trip Generation, 8th Edition, and Trip Generation Handbook, 2<sup>nd</sup> Edition. (See attached spreadsheet.)

Existing

Per the Orange County Property Appraiser's records, the existing site is comprised of 193,834 sf of land zoned O-1 for office space. Since the former building housing the Florida Division of Drivers Licenses office has been demolished, existing trips are based on the maximum Floor Area Ratio (FAR) for the site. According to the Future Land Use section of the City of Winter Park's Comprehensive Plan - Goals, Objectives, and Policies, the FAR is defined as "the sum of the gross horizontal areas of the several floors of a building or buildings measured from the exterior surface of the walls divided by the land area of the site. ...This mathematical expression (gross floor area ÷ land area = floor area ratio) shall determine the maximum building size permitted." The Comprehensive Plan indicates that the maximum FAR for this parcel zoned O-1 is 45%. Therefore, the maximum building size for this parcel is 87,225 gsf.



Mr. Jeff Briggs

August 6, 2012, Page 2

While ITE Code 731 – State Motor Vehicles Department is most like the previous occupant land use, the limited study size and available data made this use unreliable. Therefore, ITE Code 710 – General Office (Fitted Curve Equation) was used since it is applicable to “a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted.” The maximum 87,225 gsf of office space results in 176 PM peak hour (of adjacent street) trips for ITE Code 710 – General Office.

Proposed

The proposed re-development is comprised of 204 apartment units in four-story buildings. ITE Code 223 – Mid-Rise Apartment was used for this analysis. The proposed 204 dwelling units results in 80 PM peak hour trips.

**Conclusion**

The proposed re-development of the former Division of Drivers Licenses site at 940 W. Canton Ave. results in a total of 80 PM peak hour trips, which is a net decrease of 96 PM peak hour trips.

Please contact us if you have any questions regarding this analysis.

Sincerely,

**AVCON, INC.**



Rick V. Baldocchi, P.E.

Vice President



Former Division of Drivers Licenses Site Re-Development Conditional Use Traffic Analysis																			
ITE Code - Description	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Existing (Maximum Permitted Building Size Based on 45% FAR)																			
710 - General Office (Equation)	KSF <sup>2</sup>	Equations				88%	12%	17%	83%	87.2	1,201	168	176	148	20	0	30	146	0
Proposed Re-Development																			
223 - Mid-Rise Apartment	DU	N/A	0.30	0.39		31%	69%	58%	42%	204.0	N/A	61	80	19	42	0	46	33	0

Trip generation rates from ITE Trip Generation, 8th Edition  
Pass-by rates from ITE Trip Generation Handbook, 2nd Edition



# Parcel Information - 01- 22-29-3604-01-000

Orange County Property Appraiser • Bill  
Donegan, CFA • <http://www.ocpafl.org>

## Property Summary

---

**Property Name**

Vacant-FKA Division Of  
Drivers Licenses

**Names**

Winter Park Town Center  
Development LLC

**Municipality**

WP - Winter Park

**Property Use**

2800 - Surface Parking

**Mailing Address**

401 N Cattlemen Rd Ste 108  
Sarasota, FL 34232-6413

**Physical Address**

940 W Canton Ave  
Winter Park, FL 32789



QR Code For Mobile Phone



292201360401000 05/19/2006



292201360401000 05/19/2006



## Property Features

---

<http://www.ocpafl.org/Searches/ParcelInfoPrinterFriendly.aspx/PFSettings/AA1AB1AD0AE0BA0B...>



## Property Description

HILLS ADDITION TO WINTER PARK C/50 BLK A & VAC ST ON W (LESS E 5 FT FOR ST)

## Total Land Area

193,834 sqft (+/-) | 4.45 acres (+/-) GIS Calculated

## Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
2800 - Surface Parking	O-1	193834 SQUARE FEET	\$8.50	\$1,647,589	\$0.00	\$1,647,589

## Buildings

## Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
PKSP - Parking Space	01/01/1972	90 Unit(s)	\$500.00	\$11,250

## Services for Location

---

## Utilities/Services

Electric	Winter Park
Water	Winter Park
Recycling (Monday)	Winter Park/Waste Pro
Trash (Monday, Thursday)	Winter Park/Waste Pro
Yard Waste (Wednesday)	Winter park/wastePro

## Elected Officials

State Senate	David Simmons
County Commissioner	Ted Edwards
US Representative	Corrine Brown
School Board Representative	Nancy Robinson
State Representative	Scott Randolph



# 2006 Project Plans - 140 Condo Units

DRAWING INDEX LOG

A0.00	DRAWING INDEX LOG / PROJECT SUMMARY	A0.00a	DRAWING INDEX LOG / PROJECT SUMMARY (VERSION A)
--	BOUNDARY AND TOPOGRAPHIC SURVEY PLAN	A1.01a	GROUND LEVEL PLAN (VERSION A)
LA-01	LANDSCAPE PLAN	A1.02a	SECOND LEVEL PLAN (VERSION A)
LA-02	LANDSCAPE SCHEDULE & DETAILS	A1.03a	THIRD LEVEL PLAN (VERSION A)
A1.00	OVERALL SITE PLAN	A1.04a	FOURTH LEVEL PLAN (VERSION A)
A1.01	GROUND LEVEL PLAN		
A1.02	SECOND LEVEL PLAN		
A1.03	THIRD LEVEL PLAN		
A1.04	FOURTH LEVEL PLAN		
A1.05	OVERALL ROOF PLAN		
A2.01	ENLARGED GROUND LEVEL PLAN		
A2.02	ENLARGED GROUND LEVEL PLAN		
A2.03	ENLARGED GROUND LEVEL PLAN		
A2.04	ENLARGED GROUND LEVEL PLAN		
A2.05	ENLARGED SECOND LEVEL PLAN		
A2.06	ENLARGED SECOND LEVEL PLAN		
A2.07	ENLARGED SECOND LEVEL PLAN		
A2.08	ENLARGED SECOND LEVEL PLAN		
A2.09	ENLARGED THIRD LEVEL PLAN		
A2.10	ENLARGED THIRD LEVEL PLAN		
A2.11	ENLARGED THIRD LEVEL PLAN		
A2.12	ENLARGED THIRD LEVEL PLAN		
A2.13	ENLARGED FOURTH LEVEL PLAN		
A2.14	ENLARGED FOURTH LEVEL PLAN		
A2.15	ENLARGED FOURTH LEVEL PLAN		
A2.16	ENLARGED FOURTH LEVEL PLAN		
A2.17	ENLARGED ROOF LEVEL PLAN		
A2.18	ENLARGED ROOF LEVEL PLAN		
A2.19	ENLARGED ROOF LEVEL PLAN		
A2.20	ENLARGED ROOF LEVEL PLAN		
A3.01	EAST & WEST EXTERIOR ELEVATIONS		
A3.02	NORTH & SOUTH EXTERIOR ELEVATIONS		
A3.03	ENLARGED NORTH ELEVATION		
A3.04	ENLARGED SOUTH ELEVATION		
A3.05	ENLARGED WEST ELEVATION		
A3.06	ENLARGED EAST ELEVATION		
A4.01	EAST & WEST EXTERIOR COLORED ELEVATIONS		
A4.02	NORTH & SOUTH EXTERIOR COLORED ELEVATIONS		
A4.03	EAST EXTERIOR FINISHES & MATERIALS		
A4.04	NORTH EXTERIOR FINISHES & MATERIALS		
A5.01	(NOT USED)		
A6.01	SECTION THRU COURTYARD AT DENNING DRIVE SETBACK		
A6.02	SECTION THRU DENNING DRIVE SETBACK		
A6.03	SECTION THRU CANTON AVENUE SETBACK		

WINTER PARK VILLAGE  
PROJECT SUMMARY

SETBACKS	REQUIRED	PROVIDED
FRONT YARD AT DENNING DRIVE SETBACK	25'-0"	35'-0"
FRONT YARD AT CANTON AVENUE SETBACK	25'-0"	25'-0"
SIDE YARD AT WEST ELEVATION SETBACK (20'-0"+5'-0" FOR EVERY 10'-0" OF BLDG. HEIGHT OVER 35'-0")	30'-0"	100'-0"
SIDE YARD AT SOUTH ELEVATION SETBACK (20'-0"+5'-0" FOR EVERY 10'-0" OF BLDG. HEIGHT OVER 35'-0")	25'-0"	25'-0"

BUILDING HEIGHT

OVERALL BUILDING HEIGHT ALLOWED BY CODE 55'-0" + 5'-0" = (60'-0") FOR PARAPET WALLS &/OR MECHANICAL EQUIPMENT.

OVERALL AVERAGE BUILDING HEIGHT PROVIDED = 43'-2" + 5'-6" = (48'-8") FOR PARAPET WALLS &/OR MECHANICAL EQUIPMENT.

RESIDENTIAL UNITS	REQUIRED PKG.	PROVIDED PKG.
GROUND LEVEL	26 UNITS @ 2.0 SPACES	52 SPACES
SECOND LEVEL	30 UNITS @ 2.0 SPACES	60 SPACES
THIRD LEVEL	46 UNITS @ 2.0 SPACES	92 SPACES
FOURTH LEVEL	38 UNITS @ 2.0 SPACES	76 SPACES
TOTAL	140 UNITS @ 2.0 SPACES	280 SPACES REQUIRED
		308 SPACES PROVIDED
		28 SPACES SURPLUS

RESIDENTIAL UNITS	UNITS SF	CIRCULATION SF	RESIDENTIAL SF	PKG./POOL DECK SF	TOTAL SF
GROUND LEVEL	( 34,879 SF + 13,963 SF = )	( 49,625 SF + 52,881 SF = )	102,506 SF		
SECOND LEVEL	( 39,232 SF + 12,433 SF = )	( 50,429 SF + 52,027 SF = )	102,456 SF		
THIRD LEVEL	( 61,576 SF + 12,852 SF = )	( 73,761 SF + 28,705 SF = )	102,466 SF		
FOURTH LEVEL	( 50,625 SF + 12,882 SF = )	( 62,722 SF + - - - - SF = )	62,722 SF		
TOTAL	( 186,312 SF + 54,110 SF = )	( 236,547 SF + 133,613 SF = )	370,160 SF		

LOT COVERAGE

RESIDENTIAL BLDG. FLOOR PLATE	49,625 SF
PARKING GARAGE BLDG. FLOOR PLATE	52,881 SF
TOTAL BLDG. FLOOR PLATE WITHOUT BALCONIES	102,506 SF
RESIDENTIAL BLDG. BALCONIES' FLOOR PLATE	3,361 SF
TOTAL BLDG. FLOOR PLATE WITH BALCONIES	105,897 SF
TOTAL LOT SIZE	189,490 SF
ALLOWABLE LOT COVERAGE @55%	104,219.5 SF
REQUESTED LOT COVERAGE	
TOTAL BLDG. W/O BALCONIES @ 54.09%	102,506 SF

B E A M  
ARCHITECTURAL

PARTNERSHIP

116 ALHAMBRA CIRCLE, SUITE J  
CORAL GABLES, FLORIDA 33134  
E-mail: [bey@beamarch.com](mailto:bey@beamarch.com)  
Florida Corp A#0002264  
TEL 305.444.7100 FAX 305.444.5903  
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CASTO  
lifestyle  
PROPERTIES

Residences  
at  
Winter Park  
Village

PROJECT NO. 04041.00

DRAWING  
INDEX LOG /  
PROJECT  
SUMMARY  
(VERSION A)

04041.00

A0.00a

04-07-2006

**B E A M E**  
ARCHITECTURAL  
PARTNERSHIP

116 ALHAMBRA CIRCLE, SUITE 12  
CORAL GABLES, FLORIDA 33134  
E-mail: [info@beamarchitect.com](mailto:info@beamarchitect.com)  
Florida Corp #A0002364  
TEL 305.444.7100 FAX 305.444.5803  
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**CASTO**  
lifestyle  
PROPERTIES

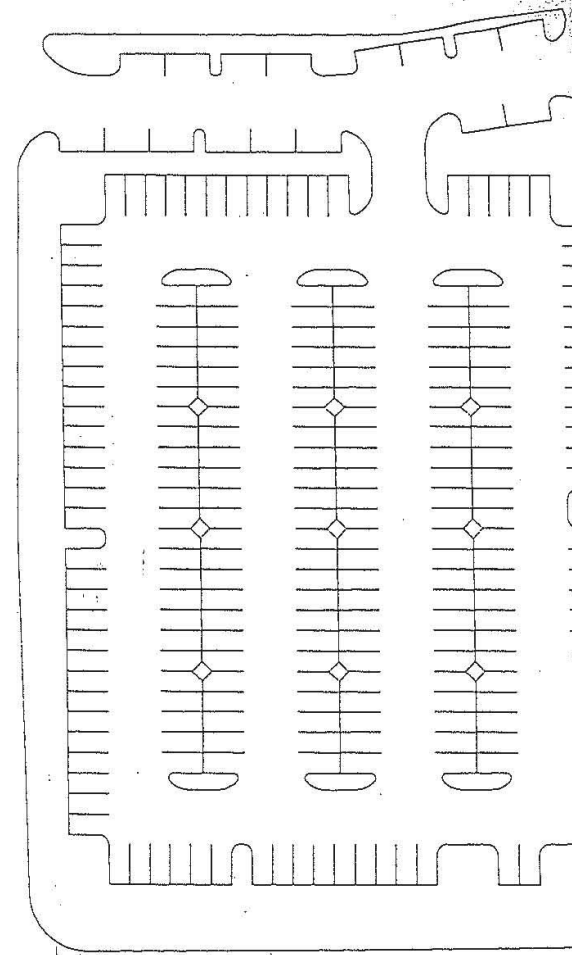
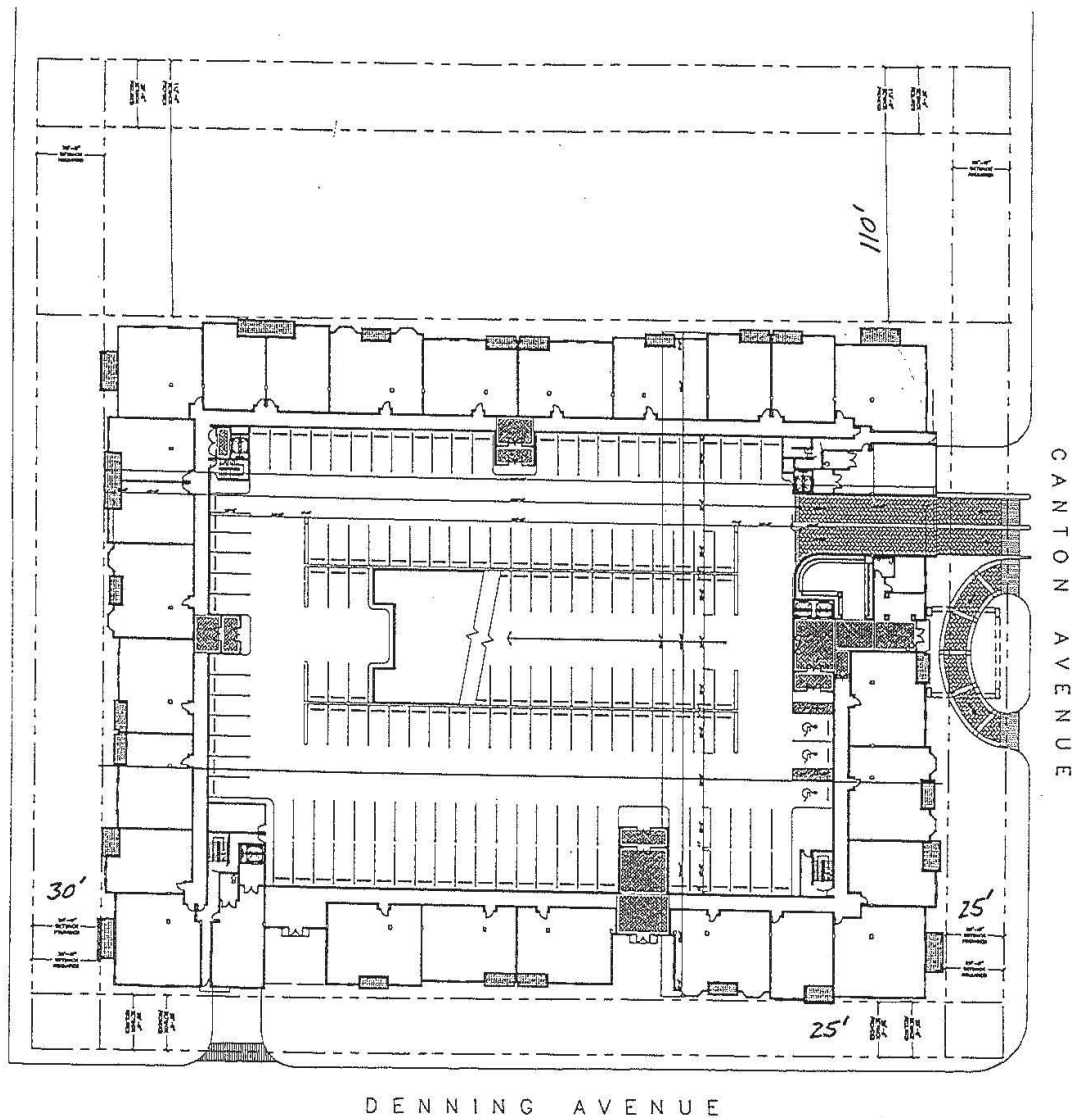
Residences  
at  
Winter Park  
Village

DRAWING  
INDEX LOG /  
PROJECT  
SUMMARY  
(VERSION A)

DATE: 04-07-2006

04041.00 A0.00a





**B E**  
**ARCH**  
**PART**

116 ALHAM  
CORAL GAI  
E-mail: bep@  
Florida Corp  
PH 305.444.7  
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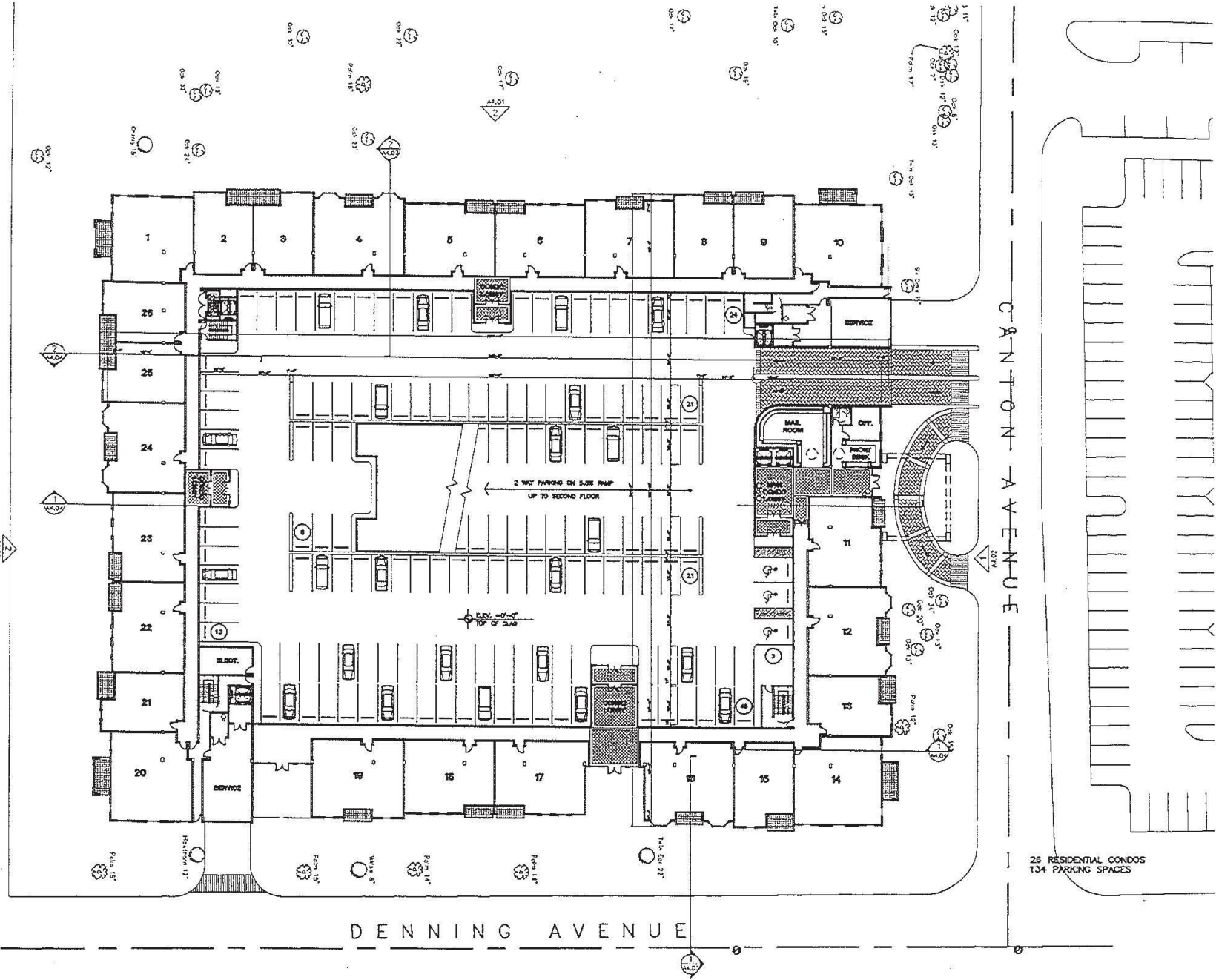
**CA**  
**life**  
PROJ

01 SITE PLAN/ ROOF PLAN  
SCALE 1"=25'-0"



04041.00  
11-17-







ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" IN THE FUTURE LAND USE ELEMENT SO AS TO CHANGE THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR THE PROPERTY LOCATED AT 940 W. CANTON AVENUE FROM OFFICE TO HIGH DENSITY RESIDENTIAL AND TO CHANGE THAT PROPERTY'S DESIGNATION ON THE MAXIMUM HEIGHT MAP FROM A MAXIMUM THREE STORIES TO A MAXIMUM FOUR STORIES AND TO ADD A NEW POLICY PROVIDING FOR NEW RESIDENTIAL DENSITY ALLOWANCES FOR AND LIMITED TO THE PROPERTIES AT 940 AND 1020 W. CANTON AVENUE; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

**WHEREAS**, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

**WHEREAS**, the owner of the property at 940 W. Canton Avenue, as petitioner for a future land use amendment, is desirous of amending the future land use designation from Office to High Density Residential; and

**WHEREAS**, Section 163.3187(1)(c) allows the City to revise the text of the City's Comprehensive Plan utilizing the small scale adoption process when such text revisions relate to and are adopted simultaneously with small scale future land use map amendments; and

**WHEREAS**, the adjacent properties at 940 and 1020 W. Canton Avenue are part of a mixed-use master plan development; and

**WHEREAS**, the adjacent properties at 940 and 1020 W. Canton Avenue are under unified control; and

**WHEREAS**, prior to owning the property at 940 W. Canton Avenue, petitioner developed the adjacent property located at 1020 W. Canton Avenue for office and retail uses; and



**WHEREAS**, the properties at 940 and 1020 W. Canton Avenue were affected by a change to the City's Comprehensive Plan in 2009, which reduced density from 25 units/acre to 17 units/acre; and

**WHEREAS**, the property at 940 W. Canton Avenue was affected by a change to the City's Comprehensive Plan in 2009, which reduced the maximum building height from 55 feet, with additional height permitted for architectural appendages and mechanical screening, to three (3) stories; and

**WHEREAS**, the property at 940 W. Canton Avenue was approved in 2006 for a four (4) story multi-family residential project consistent with the density and maximum height standards that were applicable to these properties prior to the changes made to the Comprehensive Plan in 2009 (the "2006 Residential Project"); and

**WHEREAS**, due to the adjacent properties at 940 and 1020 W. Canton Avenue being part of a unified mixed-use development under common control, the property at 1020 W. Canton Avenue was included in calculating the density for the 2006 Residential Project; and

**WHEREAS**, the adjacent properties at 940 and 1020 W. Canton Avenue are located adjacent to a property approved for a building over 55 feet in height; and

**WHEREAS**, the adjacent properties at 940 and 1020 W. Canton Avenue are unique because they serve as an appropriate buffer between adjacent commercial uses and residential uses located further to the east; and

**WHEREAS**, the adjacent properties at 940 and 1020 W. Canton Avenue are also unique because of their proximate location to multiple employment centers; and

**WHEREAS**, the Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on September 11, 2012, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

**WHEREAS**, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on September 24, 2012 and October 8, 2012 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.



**NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:**

**SECTION 1. Future Land Use Map Amendment.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation from Office to High Density Residential on the property at 940 W. Canton Avenue, more particularly described as follows:

Block A of Hill's Addition to Winter Park subdivision and the vacated right-of-way lying immediately west thereof per Ordinance 615 adopted Dec. 18, 1957, as recorded in Plat Book "C", Page 50 of the Public Records of Orange County, Florida.

Property Tax ID # 01-22-29-3604-01-000

**SECTION 2. Maximum Height Map Amendment.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended to change within the Maximum Height Map (Map 1-3) on page 1-70 the designation of the property at 940 W. Canton Avenue, described in Section 1 from a maximum three (3) stories to a maximum of four (4) stories.

**SECTION 3. Comprehensive Plan Text Amendment.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended to add a new Policy in Planning Area "J", Policy 1-4.1.J.15, in the Future Land Use Element on Page 1-61 of the Goals, Objectives and Policies to read as follows:

**Policy 1-4.1.J.15: Provide for Additional Residential Density at 940 and 1020 W. Canton Avenue.** Notwithstanding the residential density limits established elsewhere within this element, this specific policy shall enable the adjacent properties at 940 and 1020 W. Canton Avenue (together, the "Properties"), to be used at a combined maximum residential density of up to 25 units per acre for the following reasons:

- The Properties are part of a mixed-use master plan development;
- The Properties are under unified control;
- The Properties are located adjacent to a property approved for a building over 55 feet in height;
- The Properties serve as an appropriate buffer between adjacent commercial uses and residential uses located further to the east;
- The Properties are located proximate to multiple employment centers;  
and
- The 940 W. Canton Avenue parcel has been previously approved for a four (4) story multi-family residential project under the density and maximum height standards that were applicable prior to the changes made to the Comprehensive Plan in 2009; due to the Properties being part of a unified mixed-use development under common control, the 1020 W. Canton Avenue parcel was included in calculating the density for this project.



This density allowance for both properties may only be applied to residential development within the 940 W. Canton Avenue parcel. All other provisions within the High Density Residential future land use designation shall apply to that property.

**SECTION 4. Severability.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 5. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 6. Effective Date.** An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment is in compliance.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE ZONING DESIGNATION FOR THE PROPERTY LOCATED AT 940 W. CANTON AVENUE FROM OFFICE (O-1) DISTRICT MULTI-FAMILY (HIGH DENSITY R-4) DISTRICT AND TO CHANGE THAT PROPERTY'S DESIGNATION ON THE MAXIMUM HEIGHT MAP FROM A MAXIMUM THREE STORIES TO A MAXIMUM FOUR STORIES AND TO AMEND THE C-1 COMMERCIAL DISTRICT TEXT PROVIDING FOR NEW RESIDENTIAL DENSITY ALLOWANCES FOR AND LIMITED TO THE PROPERTY 1020 W. CANTON AVENUE; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

**WHEREAS**, the properties at 940 and 1020 W. Canton Avenue were affected by a change to the City's Land Development Code, which reduced the potential density and building height (stories); and

**WHEREAS**, the owner has requested an amendment to the Land Development Code in recognition of these facts; and

**WHEREAS**, the zoning text amendment is consistent with the amended Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the City Staff recommends this Ordinance, and the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their September 11, 2012 meeting; and

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



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

**NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:**

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation from Office (O-1) District to Multi-Family (High Density R-4) District on the property at 940 W. Canton Avenue, more particularly described as follows:

Block A of Hill's Addition to Winter Park subdivision and the vacated right-of-way lying immediately west thereof per Ordinance 615 adopted Dec. 18, 1957, as recorded in Plat Book "C", Page 50 of the Public Records of Orange County, Florida.

Property Tax ID # 01-22-29-3604-01-000

**SECTION 2. Maximum Height Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning", is hereby amended to change within Section 58-85 "Maximum Height Map Regulations" the designation of the property at 940 W. Canton Avenue, as described in Section 1 from a maximum three (3) stories to a maximum of four (4) stories.

**SECTION 3. R-4 Text Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning", Section 58-74 "Commercial (C-1) district, subsection (e) (6) is hereby amended to read as follows:

(e) *Development standards.*

(6) Residential density:

(a) The maximum residential density shall not exceed seventeen (17) units per acre.

(b) Notwithstanding this residential density limit, the property at 1020 W. Canton Avenue may be used at a maximum residential density of up to 25 units per acre. This density allowance may only be applied to residential use within the adjacent portion of the development site at 940 W. Canton Avenue as described in Section 1.

**SECTION 4. Severability.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.



**SECTION 5. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 6. Effective Date.** This Ordinance shall become effective upon the effective date of Ordinance \_\_\_\_\_. If Ordinance \_\_\_\_\_ does not become effective, then this Ordinance shall be null and void.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



THE RESIDENCES AT WINTER PARK VILLAGE  
WINTER PARK, FL  
August 7, 2012

CASTO

WINTER PARK TOWN CENTER DEVELOPMENT, LLC.



EPOCH Properties



PROJECT TEAM

OWNER:	WINTER PARK TOWN CENTER DEVELOPMENT, LLC.
ARCHITECT:	ACI ARCHITECTS
LANDSCAPE ARCHITECT:	ARQUITECTONICA GEO
CIVIL ENGINEER:	AVCON, INC.
SURVEYOR:	BENCHMARK SURVEYING AND MAPPING CONSULTANTS, INC.

VICINITY MAP



NOT TO SCALE

DRAWINGS INDEX

- COVER
- EXISTING SITE CONDITIONS PHOTOS
- EXISTING SITE CONDITIONS (C-100)
- ARCHITECTURAL SITE PLAN
- AERIAL PLAN VIEW FOR 1020 AND 940 W. CANTON AVENUE
- SITE PLAN (C-200)
- PRELIMINARY COLORED ELEVATIONS (W. CANTON AVENUE & N. DENNING AVENUE)
- PRELIMINARY COLORED ELEVATIONS (WEST & SOUTH)
- PRELIMINARY BUILDING HEIGHTS AND MATERIALS (NORTH & EAST PARTIAL ELEVATIONS)
- PRELIMINARY BUILDING HEIGHTS AND MATERIALS (SOUTH & WEST PARTIAL ELEVATIONS)
- PARKING GARAGE ISOMETRIC AND AREA CALCULATIONS
- CONCEPTUAL LANDSCAPE PLAN
- INSPIRATIONAL LANDSCAPE IMAGES
- LANDSCAPE PLANT LIST
- STORM / TURNING RADIUS PLAN (C-300)
- 3D RENDERING IMAGES
- 3D RENDERING IMAGES

NOTE: SEE SCREEN FOR PROPERTY LEGAL DESCRIPTION AND ACREAGE INFORMATION.







PHOTO #1



PHOTO #2



PHOTO #3



PHOTO #4



PHOTO #5

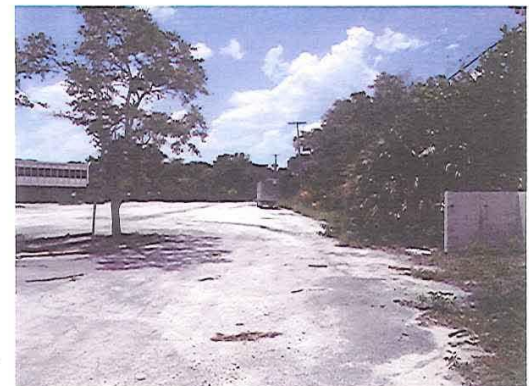
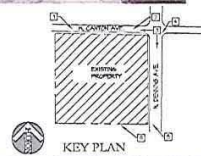


PHOTO #6

EXISTING SITE CONDITIONS PHOTOS



The Residences at Winter Park Village  
Winter Park, Florida

ISSUE DATE:	
AUGUST 7, 2012	



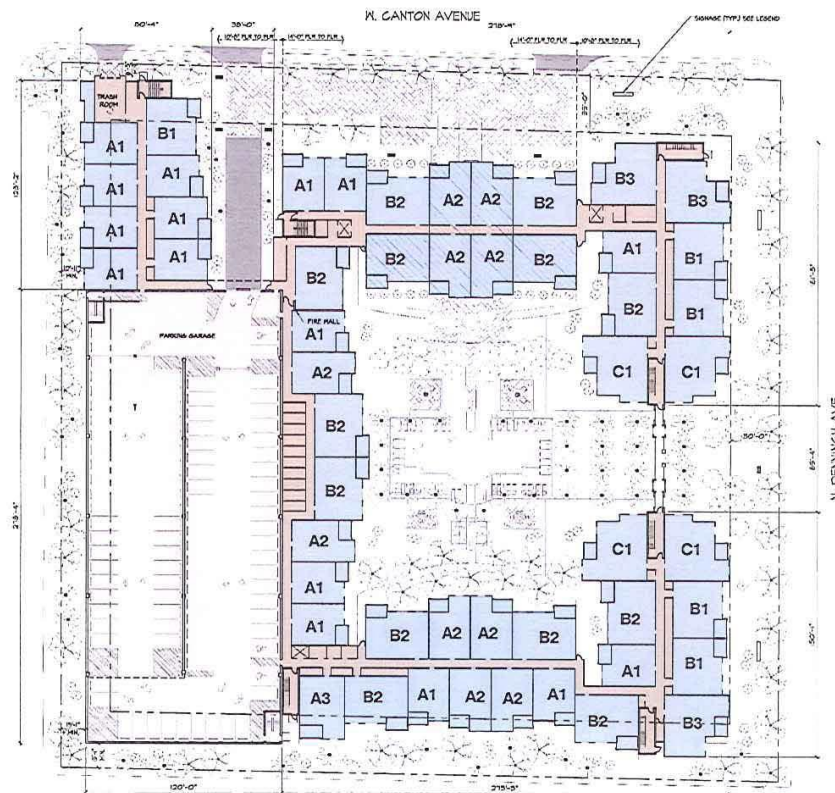
WINTER PARK TOWN CENTER DEVELOPMENT, LLC.











ARCHITECTURAL SITE PLAN  
SCALE: 1" = 30'-0"

1" 2' 0" 3' 0" 4' 0"

#### UNIT COUNT

##### 1 BEDROOM UNITS

A1 758 SF 66 UNITS 52%  
A2 865 SF 36 UNITS 17%  
A3 892 SF 4 UNITS 2%  
TOTAL 106 UNITS 57%

##### 2 BEDROOM UNITS

B1 1,088 SF 29 UNITS 19%  
B2 1,076 SF 50 UNITS 24%  
B3 1,215 SF 12 UNITS 6%  
TOTAL 91 UNITS 47%

##### 3 BEDROOM UNITS

C1 1,520 SF 16 UNITS 8%

TOTAL UNIT COUNT 204 UNITS

#### LEGEND

- UNITS
- CORRIDORS & SUPPORT
- LEASING & CLUBHOUSE GROUND LEVEL
- PARKING GARAGE

NOTE:  
BUILDING DIMENSIONS ARE TO FACE OF STRUCTURE.  
FINAL & FINISH DIMENSIONS WILL VARY.

#### SIGNAGE LEGEND

- FREE-STANDING BUILDING IDENTIFICATION MONUMENT SIGN UP TO 14' X 8' (11' 18" COPY)
- WAY FINDING OR DIRECTIONAL SIGN UP TO 2' X 4'
- BUILDING MOUNTED IDENTIFICATION OR WAY FINDING SIGNAGE
- 5 SITE MONUMENT SIGNS MAXIMUM SIZE OF 14' BY 8' WITH UP TO 18 SF OF COPY ON EACH SIGN
- 1 BUILDING MOUNTED IDENTIFICATION SIGN AT MAIN ENTRY WITH UP TO 18 SF OF COPY
- 1 BUILDING MOUNTED GARAGE ENTRANCE SIGNAGE APPROXIMATELY 8' SITE LOCATED OR BUILDING MOUNTED DIRECTIONAL OR WAY FINDING SIGNS UP TO 2' X 4'

#### SIGNAGE NOTE

LOCATIONS OF SIGNS ARE APPROXIMATE AND WILL BE DETERMINED AT FINAL SUBMISSION

The Residences at Winter Park Village  
Winter Park, Florida

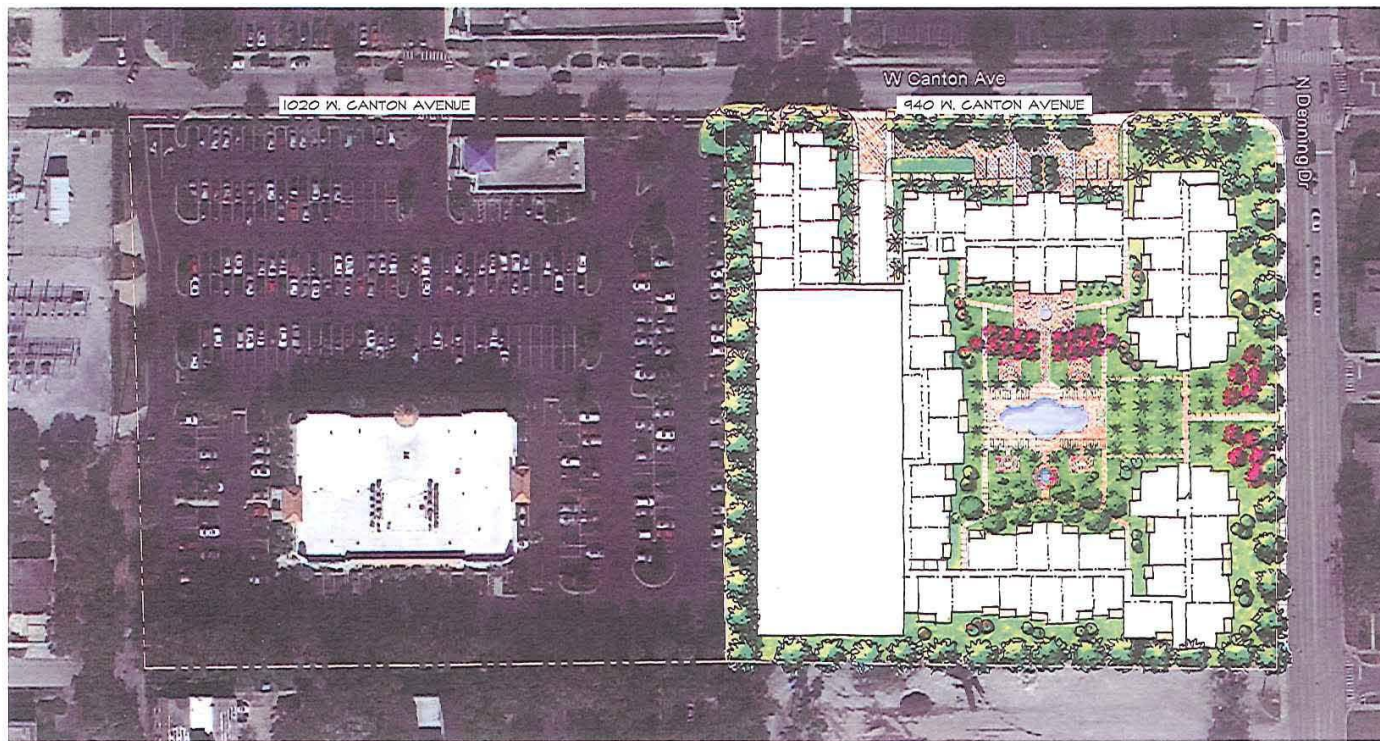
DATE:  
AUGUST 7, 2012

CASTO

EPOCH Properties  
WINTER PARK TOWN CENTER DEVELOPMENT, LLC







AERIAL PLAN VIEW FOR 1020 AND 940 W. CANTON AVENUE  
SCALE: 1" = 40'-0"



# The Residences at Winter Park Village Winter Park, Florida

ISSUE DATE:  
AUGUST 7, 2012

CASTO

WINTER PARK TOWN CENTER DEVELOPMENT, LLC.



EPOCH Properties











PRELIMINARY NORTH ELEVATION (W. CANTON AVENUE)  
SCALE: SCALE: 1/16"=1'-0"



PRELIMINARY EAST ELEVATION (N. DENNING AVE.)  
SCALE: SCALE: 1/16"=1'-0"



# The Residences at Winter Park Village Winter Park, Florida

ISSUE DATE:
AUGUST 7, 2012



WINTER PARK TOWN CENTER DEVELOPMENT, L.L.C.







PRELIMINARY SOUTH ELEVATION  
SCALE: 1/16"=1'-0"



PRELIMINARY WEST ELEVATION  
SCALE: 1/16"=1'-0"



The Residences at Winter Park Village  
Winter Park, Florida

ISSUE DATE:  
AUGUST 7, 2012

CASTO

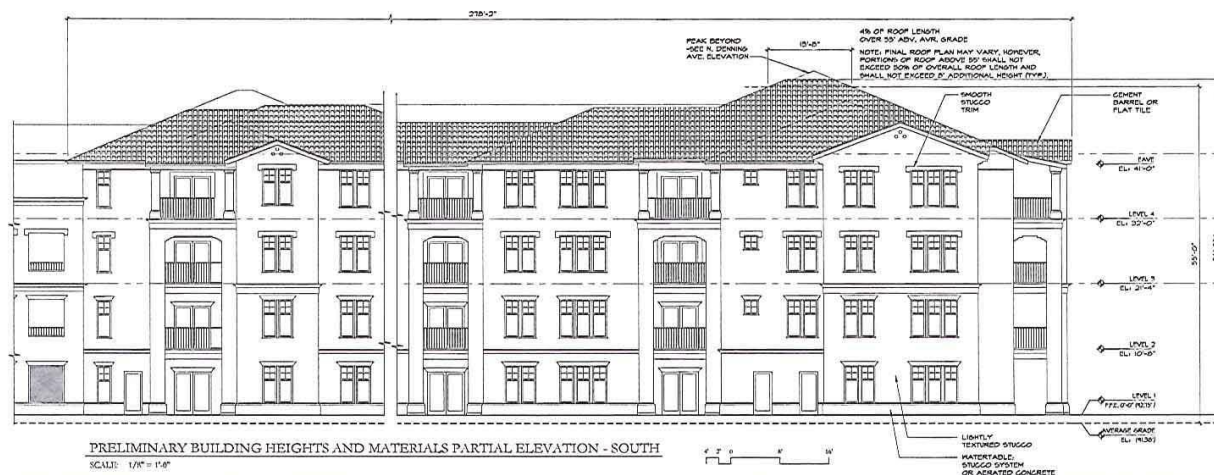
EPOCH Properties  
WINTER PARK TOWN CENTER DEVELOPMENT, LLC.

ACi









The Residences at Winter Park Village  
Winter Park, Florida

ISSUE DATE  
AUGUST 7, 2012

CASTO

EPOCH Properties  
WINTER PARK TOWN CENTER DEVELOPMENT, LLC.

AC





# The Residences at Winter Park Village Winter Park, Florida

ISSUE DATE:
AUGUST 7, 2012

CASTO

EPOCH Properties  
WINTER PARK TOWN CENTER DEVELOPMENT, LLC.







ARQUITECTONICA **GEO**

INSPIRATIONAL LANDSCAPE IMAGES

The Residences at Winter Park Village  
Winter Park, Florida

ISSUE DATE:
AUGUST 7, 2012

CASTO

WINTER PARK TOWN CENTER DEVELOPMENT, LLC.



EPOCH Properties







Italian Cypress  
*Cupressus sempervirens*



Mexican Fan Palm  
*Washingtonia robusta*



Southern Magnolia  
*Magnolia grandiflora*



Live Oak  
*Quercus virginiana*



Podocarpus  
*Podocarpus macrophyllus*



Crape Myrtle  
*Lagerstroemia indica*



Wax Myrtle  
*Myrica cerifera*



Saw Palmetto 'Silver'  
*Serenoa repens 'Silver'*



Oleander  
*Nerium oleander*



Creeping Fig  
*Ficus pumila*



Liriope  
*Liriope muscari*



Liriope 'Silver Ribbon'  
*Liriope muscari 'Silver'*



Russian Sage  
*Perovskia atriplicifolia*



Bougainvillea  
*Bougainvillea glabra*



Spineless Century Plant  
*Agave attenuata*



Trailing Lantana 'yellow'  
*Lantana montevidensis 'yellow'*



Yapoon Holly  
*Ilex vomitoria*



Trailing Lantana 'purple'  
*Lantana montevidensis 'purple'*

ARQUITECTONICA<sup>GEO</sup>

LANDSCAPE PLANT LIST

The Residences at Winter Park Village  
Winter Park, Florida

ANNU DATE:
AUGUST 7, 2012

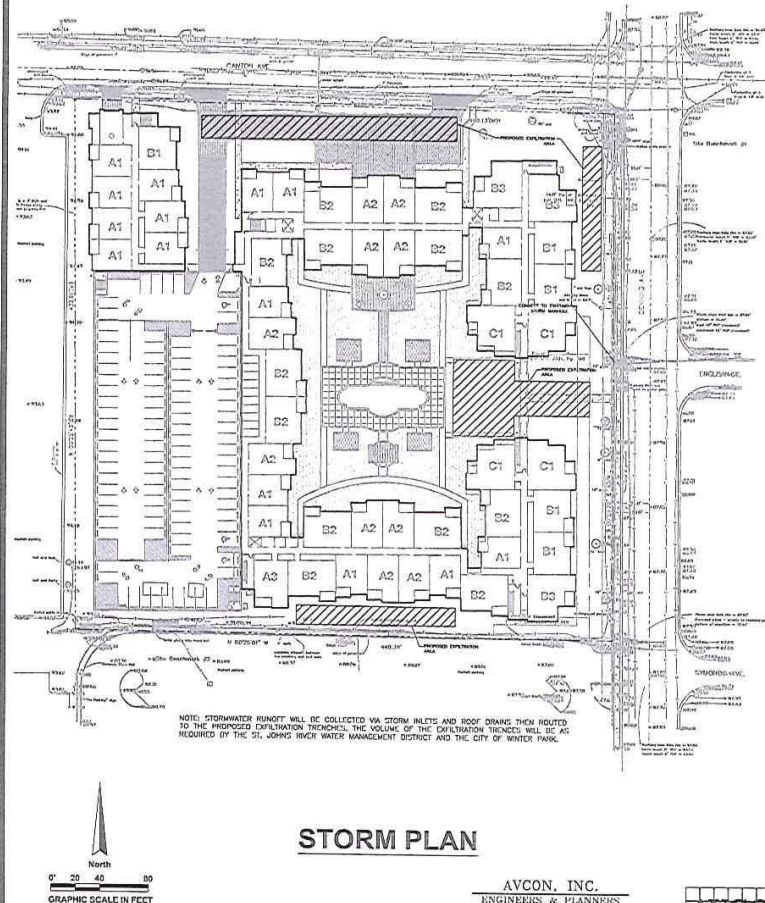
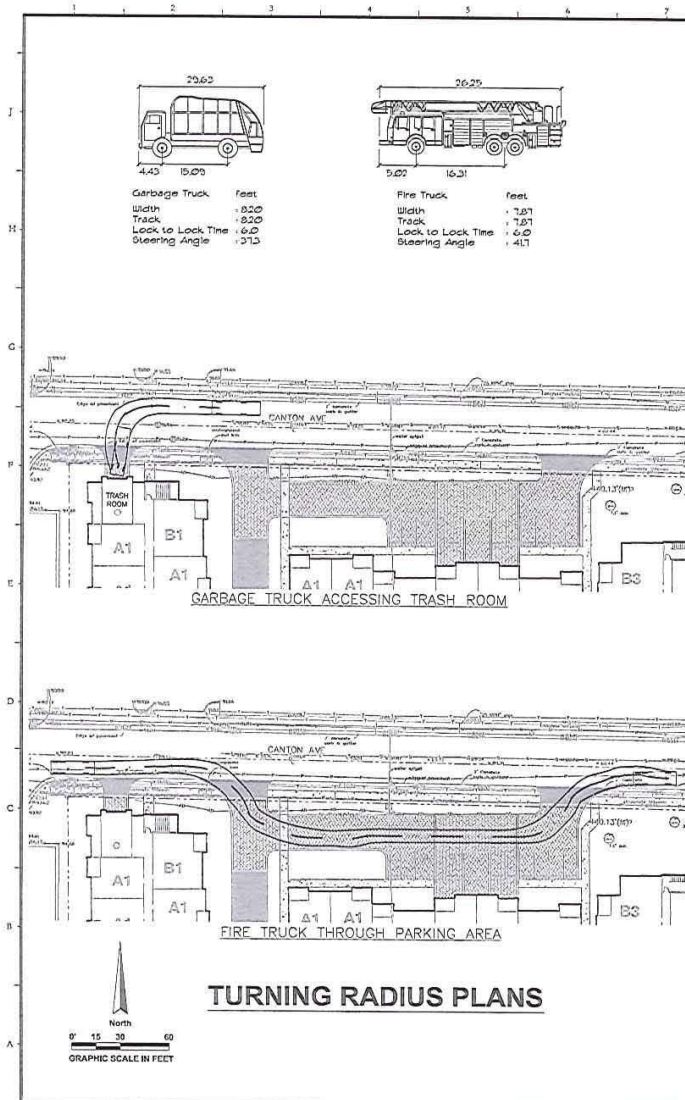
CASTO

WINTER PARK TOWN CENTER DEVELOPMENT, LLC.

EPOCH Properties  
WINTER PARK TOWN CENTER DEVELOPMENT, LLC.

AC<sup>i</sup>





**CASTO**

**EPOCH Properties**

**ACi**  
ASSOCIATED CONSULTING INTERNATIONAL  
DEVELOPMENT MANAGEMENT ARCHITECTURE  
1914 N. PENINSULA AVE.  
WINTER PARK, FLORIDA 32789 USA  
PHONE: (407) 940-0000  
FAX: (407) 940-0000  
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**CIVIL ENGINEERS**  
AVCON, INC.  
1914 N. PENINSULA AVE.  
Suite 200  
Orlando, Florida 32822-3779  
Tel: (407) 599-1122

**LANDSCAPE ARCHITECTS**  
Landscape Architects  
7700 Oak Avenue  
Miami, FL 33133  
Tel: (305) 372-1479 x 1100

**DESIGNER**  
RICK V. BURTON, P.E.  
FLORIDA REGISTRATION NO. 20007

Date	Issue
08/07/12	REV. CONDITIONAL USE

No.	Date	Issue/Revision	By

Date: AUGUST 7, 2012  
Checked By: MK  
Drawn By: RLR  
Project No.: 2012.0102  
File Name:  
Phase: SCHEMATIC DESIGN  
Sheet Name:  
**STORM / TURNING RADIUS PLAN**  
SHEET NUMBER  
**C-300**

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AVCON, INC.  
ENGINEERS & PLANNERS  
6600 EAST MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822  
OFFICE: (407) 599-1122 - FAX: (407) 599-1123  
CORPORATE CERTIFICATE OF AUTHORIZATION NO. 5057  
WWW.AVCONINC.COM







NORTHWEST CORNER AT W.CANTON AVENUE

**The Residences at Winter Park Village**  
Winter Park, Florida

THRU DATE:
AUGUST 7, 2012



WINTER PARK TOWN CENTER DEVELOPMENT, LLC.







SOUTHEAST CORNER AT N. DENNING AVENUE

The Residences at Winter Park Village  
Winter Park, Florida

DATE:
AUGUST 7, 2012

**CASTO**

WINTER PARK TOWN CENTER DEVELOPMENT, LLC.



**EPOCH Properties**  
WINTER PARK TOWN CENTER DEVELOPMENT, LLC.







## CITY OF WINTER PARK Planning & Zoning Board

Regular Meeting  
City Hall, Commission Chambers

September 11, 2012  
7:00 p.m.

### MINUTES

---

Chairman Krecicki called the meeting to order at 7:00 p.m. in the Commission Chambers of City Hall. Present: Drew Krecicki, Sarah Whiting, George Livingston, Tom Sacha, Peter Gottfried, Randall Slocum, James Johnston and Robert Hahn, Alternate. Staff: Planning Director Jeffrey Briggs, Planning Technician Caleena Shirley and Recording Secretary Lisa Smith.

#### Approval of minutes – August 7, 2012

Motion made by, seconded by to approve the August 7, 2012, meeting minutes. Motion carried unanimously with a 7-0 vote.

#### **PUBLIC HEARINGS:**

**REQUEST OF WINTER PARK TOWN CENTER DEVELOPMENT LLC, TO:** AMEND THE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION OF 940 W. CANTON AVENUE FROM OFFICE TO HIGH DENSITY RESIDENTIAL AND TO CHANGE THAT PROPERTY'S DESIGNATION ON THE MAXIMUM HEIGHT MAP FROM A MAXIMUM THREE STORIES TO A MAXIMUM FOUR STORIES AND TO ADD A NEW POLICY FOR RESIDENTIAL DENSITY ALLOWANCES AT 940 AND 1020 W. CANTON AVENUE.

**REQUEST OF WINTER PARK TOWN CENTER DEVELOPMENT LLC, TO:** AMEND THE OFFICIAL ZONING MAP SO AS TO CHANGE ZONING DESIGNATION OF THE PROPERTY LOCATED AT 940 W. CANTON AVENUE FROM OFFICE (O-1) TO MULTI-FAMILY (HIGH DENSITY R-4) DISTRICT AND TO CHANGE THE PROPERTY'S DESIGNATION ON THE MAXIMUM HEIGHT MAP FROM A MAXIMUM THREE STORIES TO A MAXIMUM FOUR STORIES AND TO AMEND THE C-1 COMMERCIAL DISTRICT TEXT TO PROVIDE FOR RESIDENTIAL DENSITY ALLOWANCES AT 1020 W. CANTON AVENUE.

**REQUEST OF WINTER PARK TOWN CENTER DEVELOPMENT LLC, FOR:** PRELIMINARY CONDITIONAL USE APPROVAL TO CONSTRUCT A FOUR STORY, 204 UNIT RESIDENTIAL PROJECT AND TO CONSTRUCT AN ADJOINING PARKING GARAGE OF APPROXIMATELY 350 SPACES ON THE PROPERTY AT 940 W. CANTON AVENUE.

Planning Director Jeffrey Briggs presented the staff report. He explained that this item is a request by the Winter Park Town Center Development LLC (Don Casto Organization – owners of the Winter Park Village) to redevelop the former State DMV property at 940 W. Canton Avenue for a new four story, 204 unit residential development with a companion four level 358 space parking garage. In order to accommodate this project there are related amendments required to the Comprehensive Plan and Zoning Code to provide for the heights (stories) and residential unit count densities. This project is a conditional use (over 10,000 square feet); and due to the parcel and project size, a city-wide notice of the public hearings has been mailed to all 14,500 households in the City as well as notices mailed to the property owners within 1,500 feet. He provided the Board members with a review of the proposed project both site and context, a history of the property,



comprehensive plan issues, the current development request, building height, parking, architectural elevations, tree preservation, storm water retention, landscaping, and traffic impact.

He summarized by explaining that this is a very unique situation because the staff must look at this request not just in the context of today's application but also in recognition of the previous approval for the 140 unit project in 2006. Even though the applicant allowed that conditional use approval to lapse, the Zoning Code provides for and allows property owners to request to re-establish conditional uses that have expired. Clearly the applicant expended considerable sums of money going through the zoning approval process (conditional use) and in the preparation of the entire building permit construction plan sets that were reviewed, approved and ready for issuance by the City. If this 2012 project is denied, then other option for the property owner is to ask to re-establish the previous conditional use. Then all they would need to do is reconfigure the interior floor plan layout to smaller unit sizes and get the apartment sizes/density that they desire versus the previously approved condominium floor plans sizes. When one compares the two projects there is no comparison. The current request is a far better design than the 2006 project. The 2006 project was a very large rectangle with an internal parking garage which had a continuous 380 foot long façade along Denning Drive and a continuous 355 foot long façade along Canton Avenue. The architectural articulation of those facades was minimal. Contrast that with this 2012 design. This 2012 request has much more building articulation or undulations, a visible interior courtyard and the architectural interest of the facades is much more detailed better for exterior appearance. All of those in's and out's work to help to break up the mass of the facades and it is also good that the parking structure is back in the interior corner in the least visible location.

In terms of building size, the 2006 project was a building of 370,160 sq. ft. and the 2012 project is 346,356 sq. ft. or about 23,804 sq. ft. smaller. It has more units (204 apts. vs. 140 condos) because the condos averaged 1,700 sq. ft. in size and the apartment's average 953 sq. ft. So there are more units but in a slightly smaller total square footage. In terms of the Comp. Plan/Zoning Code amendments the location and property history mitigate against these changes being precedent setting. For the residential density, if the "policy" change works for the applicant at 19 units/acre versus the 25 units per acre requested then it seems to the staff that the City should accommodate the density requested but doesn't need to provide additional residential density beyond what the project requires. Thus, staff is recommending approval of the Comp. Plan/Zoning Code density amendment at 19 units per acre.

Staff recommended approval of the Comprehensive Plan and Zoning Code Amendment ordinances (at the 19 units/acre for the 1020 W. Canton portion), and approval of the "preliminary" conditional use. Mr. Briggs responded to Board member questions and concerns.

Rebecca Wilson, Lowndes, Drosdick, Cantor and Reed, 214 N. Eola Drive, represented the applicant. She introduced the members of the redevelopment team and noted that they were available to respond to any questions or concerns the Board members have. She also noted that the Residences @ Interlachen expressed concern over the name of the proposed project. She assured that the Winter Park Village project will be renamed so that there is no confusion. She used a Power Point presentation to provide an overview of the project. Her presentation covered the areas of height, a project comparison of the current project versus the 2006 and the comprehensive plan and rezoning amendments. She responded to Board member questions and concerns.

Lurline Fletcher, 790 Lyman Ave, stated that she is opposed to the construction of the 4-story building and any high density residential requests on the West side. She said that she feels that the preference of the residents is to maintain as much single-family residential as possible. She also stated that the current parking structures on the West side are underutilized.

Joe Racinelli, 300 South Interlachen Avenue, (The Residences) thanked Mrs. Wilson for the consideration of the requested name change. He said that he feels that the project will be a great addition to the City.

Rochelle Kolin, 225 Trismen Terrace, explained that she is the owner of the building located at 1065 West Morse Boulevard. She stated that she likes the project, but expressed concern with the vacant parking garage property located on the opposite side of Denning Drive.



Shari Sujka, 345 Cortland Avenue, spoke concerning parking in the Winter Park Village. She also said that she feels that it is very important to keep in consideration the impact that the Ravaudage project will have on traffic on Lee Road/17-92.

Sally Flynn, 1400 Highland Road, explained that she has some confusion as to what exactly the applicant is request. She expressed concern with the request for four stories at the same height to allow for more density inside the project. She stated that she is opposed to any increase in density in the City.

Jim Barnes, #7 Isle of Sicily, owner of the Bank First Building, explained that he has a visual concern with regard to the landscape buffer for the building but after a discussion with the developer's representative concerning landscaping his concerns had been addressed. He said that he feels that landscaping is important in hiding the garage and looks forward to the more specific and detailed landscape plan that will be part of the submittal for the final approval.

Mrs. Wilson was allowed to respond to concerns raised. She stated that with regards to traffic, a trip generation study has been done and this project will generate less traffic than an office development. She acknowledged that they did meet with Mr. Barnes and understand his concerns regarding landscaping. She noted that details will be brought back at the final approval and indicated their willingness to work with the City Attorney in drafting a Development Agreement if such is deemed necessary.

The public hearing was closed.

Mr. Krecicki began the Board discussion by outlining the decision points for the Board. He noted that he was one who fought for the three story height limit in the Comp. Plan on this property but he recognizes that the reality is that the actual building height of four stories of residential is essentially the same as three stories of office given the different internal floor to ceiling heights. He indicated that for the final approval he would be interested in more discussion on the landscape plan, the storm water plan and perhaps a development agreement.

Mr. Hahn stated that he was in support of the project and pleased that it would activate the "live, work and play" components of the Winter Park Village. He indicated that there might need to be some further discussion of the scenarios where one can aggregate density, as we are doing over this site but recognized that the same had been done in 2006.

Mr. Livingston indicated his support for the project, noted that the traffic generation is less and that this reflects market conditions in today's world.

Mr. Slocum stated his support and felt that the design approach was good for this project. He indicated some areas on the building elevations that the applicant needs to address balcony/sidewall proximity.

Mr. Sacha also stated his support for the project and emphasized that the exterior landscape plan would be very important in the final review.

Mr. Gottfried expressed support but questioned the storm water use of Lake Island Park and wanted the City Commission to make the policy decision on the viability of that alternative. He did not feel it was the role of the Planning Board to make that policy decision and questioned whether this is something that might involve the Parks and Recreation or Lakes and Waterways Board.

Mrs. Whiting also stated support but expressed some concern over the setback variances particularly on Canton Avenue side where the building of four stories is ten feet from the property line.

The Board then discussed project details including the density, height, variances and setbacks in further detail. There was concern expressed over the alternate storm water approach that utilized Lake Island. The Board expressed that this was a policy decision that the City Commission needed to make and indicated that they would make a further recommendation after action on the formal requests.



The Board also discussed the density issue with regards to the staff recommendation (19 units/acre) for the 1020 W. Canton parcel versus the applicant's request (25 units/acre) with regard to the Comp. Plan policy ordinance. Mr. Briggs indicated the difference was 30 units. The majority of the Board expressed that restoring the 25 units/acre to the 1020 W. Canton parcel was their desire while the minority expressed that since no one knew where or how the other 30 units could be built, it was better just to approve what was needed for this project.

No one else wished to speak concerning the request. Public Hearing closed.

### **Comprehensive Plan Amendment**

**Motion made by Mr. Krecicki, seconded by Mr. Johnston to recommend approval of the comprehensive plan amendment from Office to High Density Residential and a to change the property's designation on the maximum height map from a maximum three stories to four stories and to add a new policy for residential density allowances for both 940 and 1020 West Canton Avenue. Motion carried with a 5-2 vote.**

**Amendment: Mr. Gottfried offered an amendment to the motion, to amend section 3 of the comprehensive plan amendment ordinance by changing from a density of 19 units/acre to 25 units/acre. Amendment carried with a 4-3 vote.**

### **Zoning Map Amendment**

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to recommend approval of the rezoning request to for 940 West Canton Avenue from O-1 to R-4 and to change the property's designation on the maximum height map from a maximum three stories to four stories. Motion carried with a 5-2 vote.**

**Amendment: Mr. Gottfried offered an amendment to the motion, to amend section of the rezoning ordinance by changing from a density of 19 units/acre to 25 units/acre. Amendment carried with a 4-3 vote.**

### **Conditional Use**

**Motion made by Mr. Gottfried, seconded by Mr. Livingston recommending preliminary conditional use approval to construct a four-story, 204 unit residential project and to construct an adjoining parking garage of approximately 350 spaces on the property at 940 West Canton Avenue. Motion carried unanimously with a 7-0 vote.**

**Amendment: Mr. Krecicki offered an amendment that at final conditional use approval a development agreement be presented that at a minimum discusses processes for any future development on the property to the west. Amendment carried with a 7-0 vote.**

**Motion made by Mr. Gottfried, seconded by Mr. Livingston requesting to see the city's position for a storm water plan for Lake Island Park. Motion carried unanimously with a 7-0 vote.**





# city commission **public hearing**

item type	Public Hearing	meeting date	September 24, 2012
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning Department		<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: Resolution to Rescind the Designation of 520 N. Interlachen Avenue as a Historic Landmark property.**

The Gray-Robinson law firm on behalf of SunTrust Bank is requesting the City Commission to adopt the attached Resolution to rescind the Resolution 2091-11 designating 520 N. Interlachen Avenue as a historic landmark property.

The rationale for this request is attached\*\* but in summary they believe that the voluntary request for historic designation by the previous owner, Clardy Malugen was done to delay foreclosure proceeding and to de-value the property as a negotiating tool in the protracted court proceeding that occurred.

### **Process:**

There is no process for removing a historic designation outlined in the Code. There is a process to ask to demolish a historic building when it is too deteriorated, difficult or expensive to renovate but that is not the scenario in this case.

\*\*Note: The three page summary from Gray-Robinson is attached. There are 100+ pages of exhibits also delivered to the City and the City Commission that are not attached but available for review in the office of the City Clerk.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY  
OF WINTER PARK, FLORIDA, RESCINDING RESOLUTION  
2091-11 DESIGNATING 520 N. INTERLACHEN AVENUE,  
WINTER PARK, FLORIDA AS A HISTORIC LANDMARK ON  
THE WINTER PARK REGISTER OF HISTORIC PLACES.**

**WHEREAS**, Resolution 2091-11 determined that the property at 520 North Interlachen Avenue meets the criterion for historic landmark status on August 8, 2011.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Winter Park, Florida that:

The City Commission of the City of Winter Park hereby rescinds Resolution 2091-11 designating 520 N. Interlachen Avenue as a historic landmark on the Winter Park Register of Historic Places.

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

\_\_\_\_\_  
Ken Bradley, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Jason W. Searl

407-843-8880

JASON.SEARL@GRAY-ROBINSON.COM

August 17, 2012

**VIA EMAIL ([JBRIGGS@CITYOFWINTERPARK.ORG](mailto:JBRIGGS@CITYOFWINTERPARK.ORG))  
AND FEDERAL EXPRESS**

Jeff Briggs  
Planning Department  
City of Winter Park  
1045 Azalea Lane  
Winter Park, Florida 32789

Re: SunTrust Bank - 520 N. Interlachen Avenue, Winter Park, Florida 32789  
Request to Repeal Resolution No. 2091-11 Historic Designation

Dear Mr. Briggs:

I am writing of behalf of our client, SunTrust Bank ("SunTrust"), and its affiliated entity, CRM Florida Properties, LLC, which, by Certificate of Title dated July 17, 2012, acquired title to the above property, to request the Winter Park City Commission, in accordance with Section 2.11(b)(8) of the City Charter, repeal its August 8, 2011, Resolution No. 2091-11 designating this property as a historic landmark.

Before examining the reasons for this request, a brief overview of the chronology of this property's acquisition, contemplated renovations and subsequent historic designation by the City is appropriate as a starting point here. On February 28, 2006, Clardy Malugen ("Malugen") acquired the property located at 520 N. Interlachen Avenue from Patrick and Marisol Jackson (the "Property"). As part of her purchase, Malugen executed and delivered a Promissory Note (the "Note") in favor of SunTrust evidencing her indebtedness in the original principal amount of \$1,959,300.00. The Note was secured by a Real Estate Mortgage dated February 28, 2006 (the "Mortgage"), recorded on March 9, 2006 in Official Records Book 8518, Page 2376, of the Public Records of Orange County, Florida. The Mortgage encumbers the Property and provided notice to the public of SunTrust's first lien against it as its security for the Note.



Jeff Briggs  
August 17, 2012  
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Pursuant to the remedies and acceleration provisions in the Note and Mortgage, on December 8, 2009, SunTrust provided Malugen with written notice sent via U.S. and Certified Mail, return receipt requested, allowing her with an opportunity to cure her defaults under such loan documents on or before January 19, 2010. Malugen failed to cure her defaults and, as of June 30, 2010, Malugen owed SunTrust \$2,175,788.22, exclusive of additional interest, costs and attorneys' fees. On August 13, 2010, SunTrust was left with no option but to file its Complaint in Orange County Circuit Court to foreclose Malugen's interest in the Property. Extensive and comprehensive litigation between SunTrust and Malugen then ensued<sup>1</sup>.

On June 5, 2011, 10 months after SunTrust's filed its Notice of Lis Pendens for the foreclosure litigation, Malugen submitted her City of Winter Park Historic Designation Application which the City received on June 22, 2011. On July 13, 2011, the City Historic Preservation Commission heard and voted to transmit to the City Commission its findings and recommendation that the designation be approved in accordance with Section 58-457 of the Winter Park Code<sup>2</sup>. Thereafter, on August 8, 2011, the Winter Park City Commission adopted Resolution No. 2091-11 approving the Property's designation. Malugen submitted the application for bad faith, tactical reasons and sought to use the designation as a basis for claiming a 50%+ discount to satisfy her debt to SunTrust.

In reviewing Malugen's Historic Designation Application, the August 8, 2011, City Commission Meeting Minutes, and the City Code, at no time was SunTrust, as Malugen's lender and the holder of a first mortgage lien on the Property, notified or even mentioned during this 3 month City process. Though the City Code provisions regarding historic designation procedures, Section 58-457(2)(d), provide the City "is responsible for mailing a notice of public hearing to all property owners of record whose property located within the boundary of the designation 15 days prior to the public hearing" for each proposed historic designation, there is no such responsibility or provision of notice to any mortgage lender for the subject property. Where the property owner's equity in the real property is minimal, as was the case here, the mortgage lender is, in economic reality, the equitable owner of the property whose rights will be substantially affected by the contemplated historic designation actions of the applicant. If all adjacent property owners are worthy of receiving a notice of the contemplated historic designation actions of the applicant under the City Code, wouldn't the applicant's lender also be worthy of receiving such a notice from the City?

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<sup>1</sup> A complete Schedule of Exhibits listing in chronological order all of the pertinent loan documents, litigation pleadings and City historic designation documents is enclosed for reference.

<sup>2</sup> Though Malugen filed an earlier application in November 2006 for the historic designation of the Property together with a certificate of review for a new garage with a side setback variance that was later objected to by her neighbors, the process required by the City Code was not then completed as Malugen put her request on hold and considered her options related to the objectionable new garage construction she had proposed prior to any final City approval.




Jeff Briggs  
August 17, 2012  
Page 3

Florida law provides for pre-board action notice in both the municipal code enforcement<sup>3</sup> and zoning<sup>4</sup> contexts. The reason for this pre-action notice is simple - procedural due process requires reasonable notice and a fair opportunity to be heard. Neither was provided to SunTrust here. The result to SunTrust, upon receiving title to the Property via its foreclosure litigation efforts another 11 months after the City's designation, is a property that is limited in the permits that may be issued by the City Building Division or the new construction, exterior alterations or demolition that may be undertaken and now has an accompanying significant loss in value and property rights constraint. SunTrust's ability to market and sell the Property to a third party purchaser and recoup its original loan amount is severely inhibited by this series of events set in motion by Malugen during the midst of intense litigation with her lender.

Please let this letter serve as our client's request that the City Commission repeal its historic designation for the Property that was granted on August 8, 2011, for the above reasons at its next, first available regularly scheduled City Commission Meeting. I understand this request will likely be placed on the City Commission Agenda for consideration at one of the two September 2012 Commission Meetings and that there is no City application or fee that is required for this request. But, if there is any further information you may need from me, please let me know and I will be happy to provide it to you to the extent it is available. Should you have any questions or comments, please do not hesitate to contact me. I look forward to your response, Jeff. Thank you.

Very truly yours,



Jason W. Searl

JWS/cr

Enclosure (Schedule of Exhibits "A" through "T")

cc: William E. Reischmann, Jr., Esq. (via email only w/enc.)  
Daniel Kaiser, SunTrust Bank (via email only w/enc.)  
John M. Brennan, Esq. (via email only w/enc.)

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<sup>3</sup> Pursuant to Section 162.09(1), Florida Statutes (2012), after inspection and notice, a municipal code enforcement board may order a code violator to pay a fine for each day a violation continues past the date set by the board for compliance. *See also Broward County v. Recupero*, 949 So.2d 274, 276 (Fla. 4<sup>th</sup> DCA 2007).

<sup>4</sup> Pursuant to Section 166.041(3), Florida Statutes (2012), notices of proposed changes to a zoning ordinance are mandated in order to protect interested persons, who are thus given the opportunity to learn of proposed ordinances, given the time to study the proposal for any negative or positive effects they might have if enacted, and given notice so that they can attend the hearings and speak out to inform the city commissioners prior to ordinance enactment, but noncompliance with the notice provisions takes away or reduces these opportunities. *See also Coleman v. City of Key West*, 807 So.2d 84, 85 (Fla. 3d DCA 2001) (emphasis added).



**RESOLUTION NO. 2091-11**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 520 NORTH INTERLACHEN AVENUE, WINTER PARK, FLORIDA, AS A HISTORIC LANDMARK IN THE WINTER PARK REGISTER OF HISTORIC PLACES.**

**WHEREAS**, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

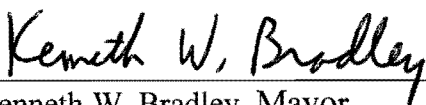
**WHEREAS**, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well being and quality of life of the citizens of Winter Park; and

**WHEREAS**, there is the desire foster awareness and civic pride in the accomplishments of the past; and

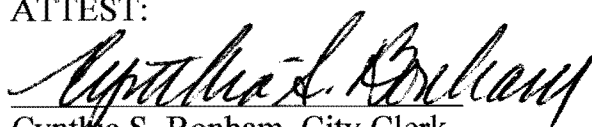
**WHEREAS**, the property located at 520 North Interlachen Avenue, Winter Park, Florida meets the criterion for historic resource status through its association with the James S. Capen Family and as an example of Tudor Revival style architecture,

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Winter Park, Florida that: The City Commission of the City of Winter Park hereby supports and endorses the designation of the property located at 520 North Interlachen Avenue as a historic landmark on the Winter Park Register of Historic Places.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 8th day of August 2011.

  
Kenneth W. Bradley, Mayor

ATTEST:

  
Cynthia S. Bonham, City Clerk





# city commission public hearing

item type	Public Hearing	meeting date	September 24, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

**Subject: Request from New Hope Baptist Church at 274 N. Capen Avenue for Conditional Use approval to operate day care facilities. New text in yellow**

The public hearing is a request from the New Hope Baptist Church for Conditional Use approval to add two buildings to their property and to use those modular classroom buildings for a children's day care facility on the Church grounds at 274 N. Capen Avenue, which is zoned R-2. Churches are a conditional use and the zoning code says specifically that "churches may not operate day nurseries, kindergartens or schools without first receiving conditional use approval for this use".

The City Commission tabled this request at the August 27<sup>th</sup> meeting. In response to concerns about the appearance of the buildings, New Hope Baptist Church has submitted a letter outlining the improvements proposed to the appearance of the modular buildings. Staff understands that the end result cannot be something that detracts from the neighborhood.

## Recommendation:

The Planning and Zoning Board voted unanimously (7-0) for approval of the Conditional Use with the condition that the entry drive be marked as 'one-way' and the parking spaces be reconfigured as angle parking for better functioning.

Notices were sent to all property owners within 500 feet and no one appeared at the Planning Board meeting to voice any objections or concerns.

## Summary:

The New Hope Baptist Church is located on a property of 28,700 square feet and the 4,200 sq. ft. existing Church building sits about in the middle of the site. This leaves open unstructured grass parking areas on both the north and south sides of the Church building.

The site plan indicates the layout of the two new buildings (which are former OCPS modular classroom buildings) to be set-up on the north side of the Church building. The new buildings meet the zoning setbacks from the adjacent properties and no variances are requested. A new circular drive for drop-off and pickup is planned as well as some parking for parents doing the drop-off and pick-up walk-ins. Staff will park in the area to the south of the Church. The Church building is the location of the restrooms and kitchen.



Children's day care fills a social need and fits in with the mission of churches. The existing day care facilities in the neighborhood are at the Church of God by Faith – 14 children (just to the south at 800 Symonds) and at the Welbourne Day Nursery – 28 children (450 W. Welbourne). Neighborhood residents also use the Winter Park Day Nursery – 70 children (741 S. Pennsylvania). The latter two are more competitive with rates as they receive support from United Way for those in economic need. The student/children numbers are included (above) to illustrate that there is likely to be only a modest number of children attending this day care. New Hope Baptist hopes to attract up to 30 children.

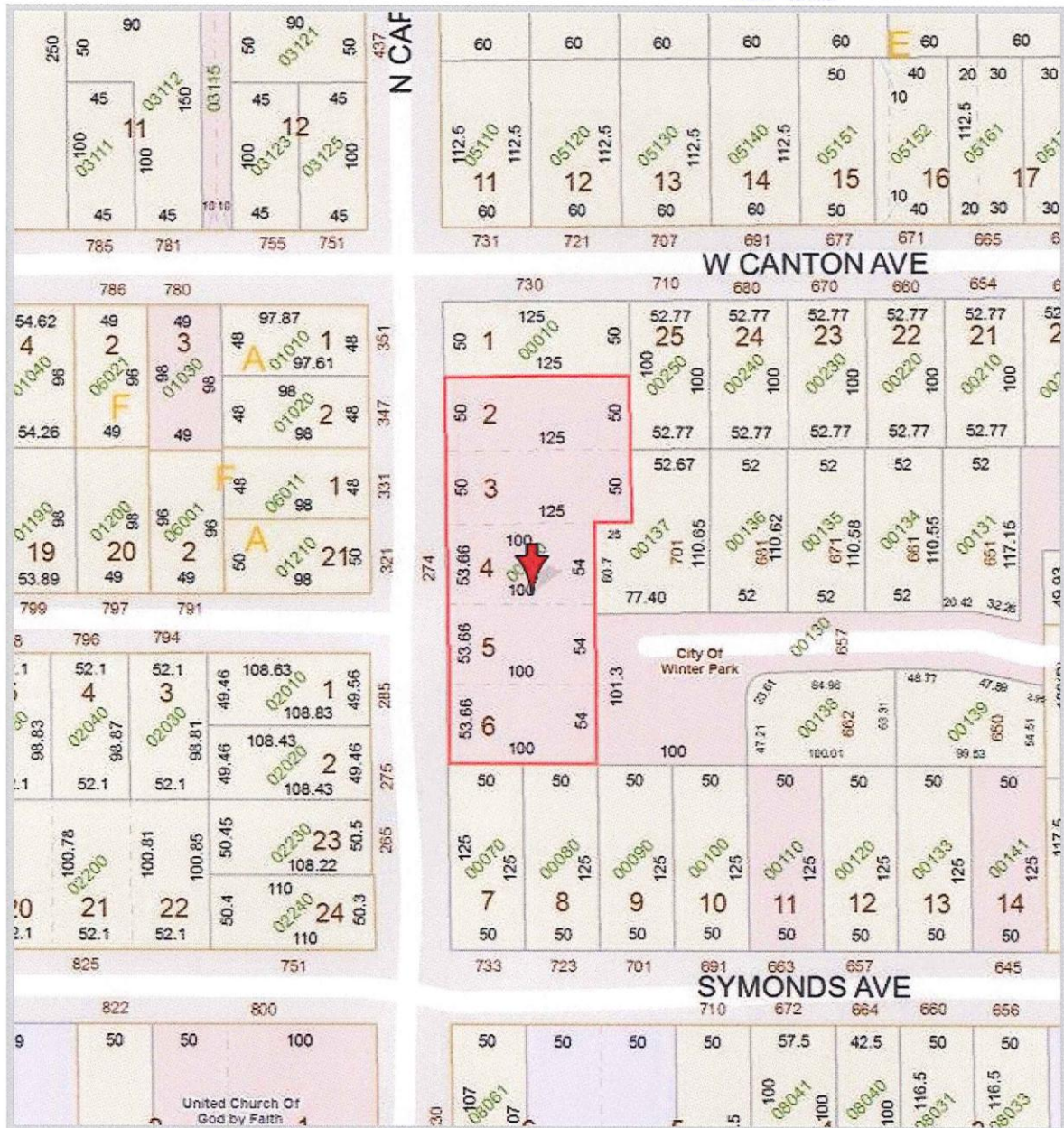
The traffic impacts of day care are also very modest. You have the drop-off and pick-up but for day care versus schools that is spread out over the morning and evening hours so there is never any "traffic line" with day care, like with schools.





OCA Web MAP

PRINT CONTACT

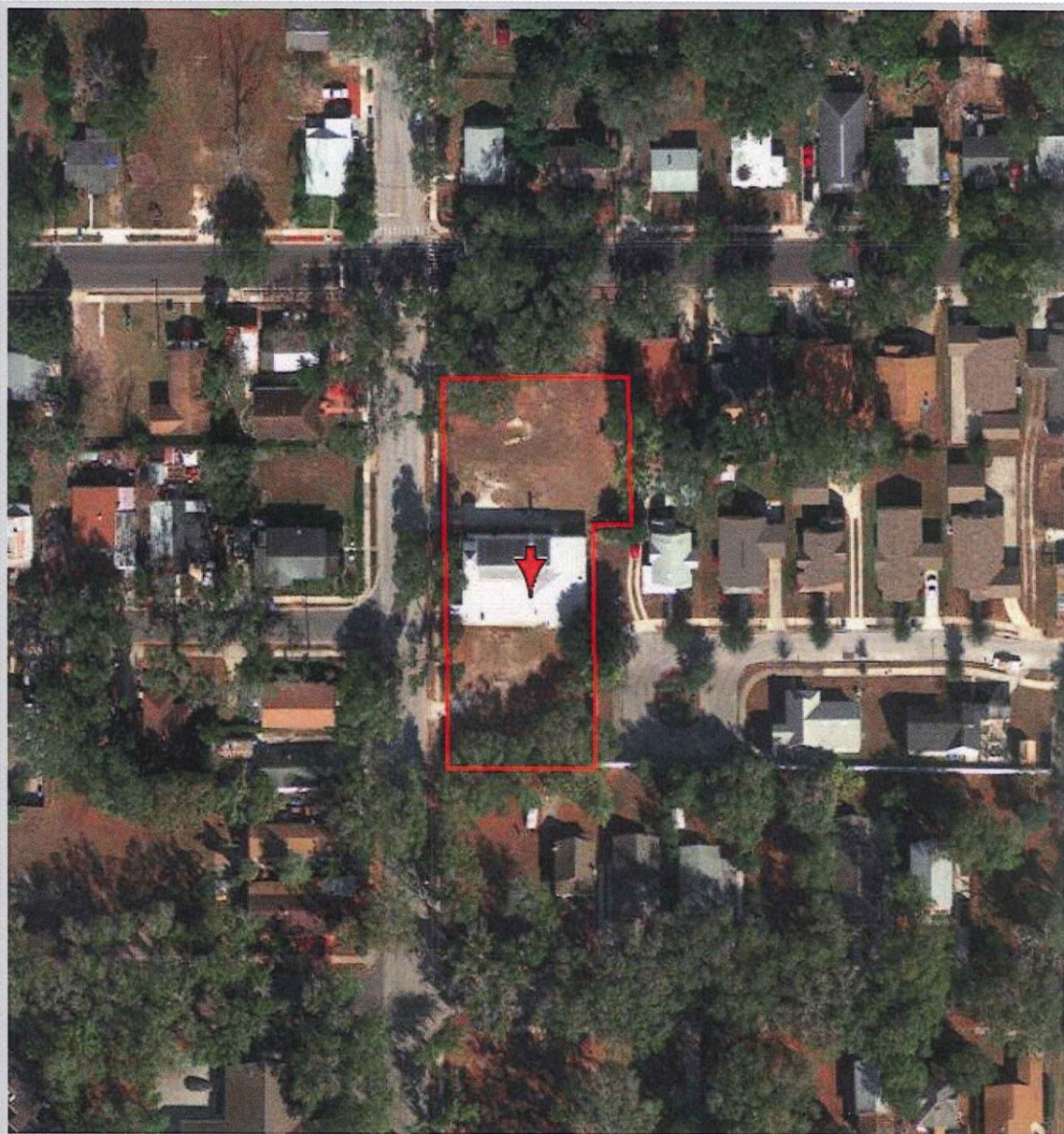






OCA Web MAP

PRINT CONTACT



Parcel ID: 302206372400040 (Rng-Twn-Sec format)

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

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Created on 7/17/2012, Copyright 2007. Orange County Property Appraiser.



# New Hope Missionary Baptist Church of Winter Park, Inc.

To The City of Winter Park, Florida

JUL 13 2012

CITY OF WINTER PARK  
PLANNING DEPARTMENT

To Whom It May Concern:

We, the undersigned residents of Winter Park, Florida, are in support of New Hope Missionary Baptist Church of Winter Park, Inc. plans to house a "Day Care and Learning Center" up to K-5 in temporary portable units on their properties.



Signature	Address	Date
1. <i>Debra Riley</i>	274 Capen Ave WP (member)	WP 6/23
2. <i>Bobbie Taylor</i>	274 Capen Ave WP (member)	WP 6/23
3. <i>Lynnae J. Jago</i>	274 Capen Ave WP (member)	6/23/12 6/23
4. <i>Danley</i>	274 Capen Ave WP (member)	6/23/12
5. <i>William J. Clark Jr</i>	274 Capen Ave WP (member)	6/23/12
6. <i>Thomas Stables</i>	274 Capen Ave WP (member)	6/23/12
7. <i>Thomas Stables</i>	274 Capen Ave WP (member)	6/23/12
8. <i>Bruce McCray</i>	1390 Capen Lane W.P.	6/23/12
9. <i>BARRY J. BREWILL</i>	814 W. Comstock WP	6/23/12
10. <i>Sherline Fletcher</i>	811 English Ct.	6/23/12
11. <i>Catherine Hall</i>	811 English Ct.	6/23/12
12. <i>Bobby Lee King</i>	811 English Ct.	6/23/12
13. <i>Cathy Freeman</i>	814 W. Comstock	6/23/12
14. <i>Mark Feltz</i>	714 Carver St	6/23/12
15. <i>Willie Watts</i>	3 Carver St	6/23/12
16. <i>Conora Dixon</i>	1408 Bratska Ave Apt # princess Ann	MD 6/23/12
17. <i>Charles Hendry Jr</i>	7228 Webster Rd	6/23/12
18. <i>Christina Jackson</i>	274 Capen Ave WP member	6/23/12
19. <i>Nicole Ligon</i>	P.O. Box 571 OCCE FL 32761	6/23/12
20. <i>Jim D. Hain</i>	730 Dunbar St	6/23/12
21. <i>Jane Clark</i>	572 274 Capen Ave WP	6/23/12
22. <i>Carol Smith</i>	1051 Lee Road	6/23/12



Signature	Address	Date
23 Precious Owele	820 Webster Avenue	6/23/12
24 Robert Egan	677 Canton Ave	6/23/12
25 Genie Stuy	677 Canton Ave	6/23/12
26 Mary Ellen Small	274 Capen Ave. W.P. (member)	6/24/12
27 Bertha Paige	274 Capen Ave W.P. (member)	6/24/12
28 Netria Bryant	274 Capen Ave W.P. (member)	6/24/12
29 Alicia Miller	274 Capen Ave W.P. (member)	6/24/12
30 Chris Jackson	274 Capen Ave W.P. (member)	6/24/12
31 Lucille Curry	690 Dupont St W.P.	6/24/12
32 Graham King	274 Capen Ave W.P. (member)	6/24/12
33 Shirley King	274 Capen Ave W.P. (member)	6/24/12
34 Sarah Butler	600 Dupont St	6/24/12
35 Thelma Woodard	510 Carolina Ave.	6/24/12
36 Margaret Clark	820 Webster Ave	6/24/12
37 Mary Ann	274 Capen Ave W.P. (member)	6-27-12
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**REQUEST OF NEW HOPE BAPTIST CHURCH FOR: CONDITIONAL USE  
APPROVAL TO CONSTRUCT AND OPERATE A CHILDREN'S DAY CARE FACILITY  
ON THE CHURCH PROPERTY AT 274 N. CAPEN AVENUE, ZONED (R-2).**

Planning Director Jeffrey Briggs presented the staff report. He explained that the applicant, the New Hope Baptist Church, is requesting Conditional Use approval to add two buildings to their property and use those for a children's day care facility on the Church grounds at 274 N. Capen Avenue, which is zoned R-2. He noted that churches are a conditional use and the zoning code says specifically that "churches may not operate day nurseries, kindergartens or schools without first receiving conditional use approval for this use". He explained that the New Hope Baptist Church is located on a property of 28,700 square feet and the 4,200 sq. ft. existing Church building sits about in the middle of the site. This leaves open unstructured grass parking areas on both the north and south sides of the Church building. He said that the site plan indicates the layout of the two new buildings (which are former OCPS modular classroom buildings) to be set-up on the north side of the Church building. The new buildings meet the zoning setbacks from the adjacent properties and no variances are requested. A new circular drive for drop-off and pickup is planned as well as some parking for parents doing the drop-off and pick-up walk-ins. Staff will park in the area to the south of the Church. The Church building is the location of the restrooms and kitchen. He reviewed other childcare facilities in the immediate vicinity. The traffic impacts of day care are also very modest. You have the drop-off and pick-up but for day care versus schools that is spread out over the morning and evening hours so there is never any "traffic line" with day care, like with schools. Staff recommended approval of the request. Mr. Briggs responded to Board member questions and concerns.

John Phillips, Pastor, New Hope Baptist Church, was present to address Board member questions and concerns. He said that they are anticipating approximately 30-35 children. He also spoke to traffic movement and parking on the site.

Martha Bryant-Hall, 331 West Lyman Avenue, spoke in favor of the request. No one else wished to speak concerning the request. Public Hearing closed.

The Board members noted that notices were sent to all surrounding property owners and no one has offered opposition in writing or here tonight. Mr. Slocum questioned the site plan and noted that one would have to drive over the grass to back out of the 90 degree parking stalls thus a shift to angle parking would be preferred. Mr. Krecicki also noted that directional arrows would be needed. The Board noted that the appearance of the structures is not very favorable and asked staff to insure the final product's image is more attractive.

Motion made by Mr. Krecicki, seconded by Mr. Johnston to approve the request subject to the applicant modifying the plans to provide one way designated angle parking. Motion carried unanimously with a 7-0 vote.



(file)

# NEW HOPE BAPTIST CHURCH

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September 12, 2012

Attention:

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

Re: Conditional Use Portables Appearance and Update Plans

The City Commissioners of Winter Park, Florida,

New Hope Missionary Baptist Church of Winter Park, Inc. received an opportunity to purchase classroom portables from the Orange County Public Schools which have been properly positioned on our proper at 274 Capen Avenue with City approval.

It is our intentions to make the portables complimentary to the Church and existing Homes in the neighborhood by repainting the buildings, landscaping the site, installing access sidewalks, installing all appropriate access ramps, and matching skirting to conceal all foundation blocks giving the proper commercial appearance to the on-site portables, etc.

For the sake of clarity and specificity we have attached photographs of comparative portables on sites as models for our site pending city approval.

It is our intentions to present our site as one which will enhance the beauty of our community and city.

Yours truly,



John P. Phillips, Pastor/President



Fred Hendry, Facilities Coordinator







**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA; AMENDING SECTION 62-77 OF THE MUNICIPAL CODE AND ADDING NEW SECTION 62-79, TO PROMOTE PUBLIC PEACE AND ORDER IN RESIDENTIAL AREAS AND TO PROMOTE THE IMPORTANT VALUE OF TRANQUIL AND HARMONIOUS NEIGHBORHOODS IN THE CITY OF WINTER PARK BY REGULATING WITHIN A DEFINED BUFFER AREA ALL PICKETING, REGARDLESS OF THE CONTENT OF THE COMMUNICATION, AND ALLOWING A RESIDENT TO POST A "NO LOITERING" SIGN ON HIS OR HER PROPERTY WHEN A PROTEST OR PICKETING ACTIVITY IS OCCURRING ON A SIDEWALK, RIGHT-OF-WAY, STREET OR OTHER PUBLIC AREA ABUTTING THE SUBJECT PRIVATE PROPERTY OR WITHIN THE DEFINED BUFFER; PROVIDING FOR ALTERNATIVE AREAS FOR PROTEST AND PICKETING; PROVIDING FOR ENFORCEMENT; PROVIDING A SAVINGS CLAUSE AND SEVERABILITY; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

**RECITALS AND LEGISLATIVE FINDINGS**

**WHEREAS**, an emergency ordinance was enacted at the City Commission meeting held August 27, 2012, concerning this subject, and the emergency ordinance will stand repealed as of the 61st day following the date on which it was adopted unless the Commission reenacts the ordinance under regular procedures; and

**WHEREAS**, there has occurred in the City of Winter Park a documented series of protest or picketing activity specifically targeted against an individual residing in a single family home, and the Commission finds that this individual has feared for her safety as a result of this picketing activity, and has feared also for the safety of her family; and

**WHEREAS**, the City finds that there have been reported instances during the last several years in which the domestic tranquility has been disturbed in residential areas by organized picketing and protest in residential areas directed against specific targeted residents living in those areas (including but not limited to the recent reported events wherein Occupy Wall Street and other activists through means of organized protest transported protesters into residential neighborhoods and conducted picketing and protest activities outside the homes of bank and financial industry executives such that family members inside the homes were placed in well-founded and reasonable fear for their safety); and

**WHEREAS**, the United States Supreme Court in *Carey v. Brown*, 447 U.S. 455 (1980) stated and found that: "the State's interest in protecting the well-being, tranquility, and privacy of the home is certainly of the highest order in a free and civilized society." *Id.* at 471; and



**WHEREAS**, the United States Supreme Court in *Frisby v. Schultz*, 487 U.S. 474 (1988) found and stated that: "our prior decisions have often remarked on the unique nature of the home, the last citadel of the tired, the weary and the sick." *Id.*, at 484, *citing Gregory v. Chicago*, 394 U.S. 111, 125 (1969); and

**WHEREAS**, the United States Supreme Court has found that "preserving the sanctity of the home, the one retreat to which men and women can repair to escape from the tribulations of their daily pursuits, is surely an important value." *Carey v. Brown*, 447 U.S. at 471; and

**WHEREAS**, The United States Supreme Court in *Frisby v. Shultz*, 487 U.S. 474 (1988) found and stated the following:

"One important aspect of residential privacy is protection of the unwilling listener. Although in many locations, we expect individuals simply to avoid speech they do not want to hear [citations omitted], the home is different. That we are often captives outside the sanctuary of the home and subject to objectionable speech does not mean we must be captives everywhere." *Frisby v. Schultz*, 487 U.S. at 484, *citing, Rowan v. Post Office Department*, 397 U.S. 728 (1970); and

**WHEREAS**, in *Frisby v. Shultz*, the Supreme Court recognized that a special benefit that citizens enjoy is the benefit of "privacy ... within their own walls, which the State may legislate to protect." Moreover, there is an important societal interest "to avoid intrusions" into the domestic tranquility of persons residing in their homes and, as the Court stated in *Frisby*, "we have repeatedly held that individuals are not required to welcome unwanted speech into their own homes and that the government may protect this freedom." *Id.* at 485; and

**WHEREAS**, in *Frisby v. Shultz*, the United States Supreme Court by a judgment of 6:3 upheld the constitutionality of a municipal ordinance in Brookfield, Wisconsin that provided the following:

"It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the Town of Brookfield."; and

**WHEREAS**, the Brookfield ordinance that was upheld recited as its primary purpose "the protection and preservation of the home" through assurance "that members of the community enjoy in their homes and dwellings a feeling of well-being, tranquility and privacy."; and

**WHEREAS**, the City Commission of the City of Winter Park hereby enacts this ordinance for the primary purposes of protecting and preserving the homes in Winter Park and to provide for the members of the community who reside in such single family homes and dwellings a feeling of well-being, tranquility and privacy; and



**WHEREAS**, in *Frisby v. Schultz*, the Supreme Court recognized that there is a difference between picketing that is narrowly directed at the household and not the public –and that a ban on picketing on or about residences may be accomplished in accordance with constitutional requirements, even where some picketers may have a broader communicative purpose but the general activity "nonetheless inherently and offensively intrudes on residential privacy"; and

**WHEREAS**, the City Commission seeks to prevent picketing that is targeted against specific residents (even though there may be a broader message, at least in the minds of one or more of the picketers) where the picketing, as recognized by the Supreme Court in *Frisby* may have a "devastating effect ... on the quiet enjoyment of the home"; and

**WHEREAS**, the Supreme Court in *Frisby v. Schultz* found that it is "beyond doubt" that there is a devastating effect of targeted picketing on the quiet enjoyment of the home, and that:

"To those inside ... the home becomes something less than a home when and while the picketing ... continues. The tensions and pressures may be psychological, not physical, but they are not, for that reason, less inimical) to family privacy and ... domestic tranquility." *Frisby v. Shultz*, 487 at 486, citing, *Carey v. Brown*, 447 U.S. at 478; and

**WHEREAS**, the Supreme Court in *Frisby* found that the First Amendment allows the government to prohibit offensive speech as intrusive when a captive audience in their homes is the target of such speech and cannot avoid the objectionable speech, citing *Consolidated Edison Co. v. Public Service Comm'n of New York* 447 U.S. 530, 542 (1980); and

**WHEREAS**, the Supreme Court found that persons in their homes, when targeted by focused picketing, may be viewed as "just such a captive"; and that the resident is "figuratively, and perhaps literally, trapped within the home, and because of the unique and subtle impact of such picketing the resident is left with no ready means of avoiding the unwanted speech." *Frisby v. Shultz*, 487 U.S. at 487; and

**WHEREAS**, in *Carey v. Brown*, 447 U.S. 455, 478 (1980) the Supreme Court characterized as "evil" the targeted residential picketing which constitutes "the very presence of an unwelcome visitor at the home"; and

**WHEREAS**, because the picketing prohibited by the Brookfield ordinance that was upheld as constitutional in *Frisby* concerned only speech directed primarily at those who are presumptively unwilling to receive it, "the state has a substantial and unjustifiable interest in banning it."; and

**WHEREAS**, the City Commission of the City of Winter Park finds that this ordinance is narrowly tailored to prohibit only that picketing activity as that which was prohibited by the Brookfield ordinance that which was upheld in *Frisby v. Schultz*, and



based on the authority cited herein it has a compelling interest of the highest order in enacting this local law; and

**WHEREAS**, the restrictions presented in this ordinance are content and viewpoint neutral and apply to all picketing activity, defined as that which is directed primarily at targeted individuals residing in the home.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, HEREBY ORDAINS AS FOLLOWS**

**Section 1. Incorporation of Recitals as Legislative Findings.** The recitals of this ordinance, stated hereinabove, are all incorporated herein and constitute the legislative findings of the City Commission of the City of Winter Park in support of the adoption of this ordinance. The recitals are made fully a part of this ordinance as if set out in a section hereunder.

**Section 2. Enactment Of New Section 62-79, Entitled "Prohibition Against Picketing Before Or About A Dwelling Unit."** There is hereby codified a new Section 62-79 in the Municipal Code of the City of Winter Park, providing as follows:

“62-79. Prohibition Against Picketing Before Or About A Dwelling Unit.

(A) Definitions:

- (1) "Picket"; "Picketing"; and "Protest". The terms "picket", "picketing" and "protest" shall all mean, for purposes of this Section, any assembly of one or more persons, who, through conduct, speech or other form of expression, criticize, protest or complain about any matter in which a particular person, group of persons or type of person is specifically targeted for protest, complaint or criticism, and where such assembly stands, loiters, congregates or mills before or about a dwelling unit in which a person who is a target or subject of such protest resides or is perceived to reside.

One or more persons may be considered picketing or protesting within the meaning of this Section even if the message being communicated is intended to be heard or seen by persons in addition to the resident or residents inside a dwelling unit.

- (2) The term "dwelling unit" shall mean a building or portion thereof that is designed for residential occupancy, and shall include single family homes, zero lot line residences, townhomes or connected homes, and duplexes, and other single and multi-family dwelling units located in the R-1AAA lakefront district, R-1AA, R-1A, R-2, R-3, R-4 and PURD zoning districts. Where a single family



residence is grandfathered in another zoning district and is still used for single family residential purposes it shall be included in this definition. Excluded from this definition are apartment buildings and condominiums located in a commercial zoning district.

- (3) The term “buffer area” shall mean that area of public property, including any park, public street, public right-of-way, or sidewalk, located within an area that extends fifty (50) linear feet in any direction measured from the property line of a dwelling unit. Privately owned property shall not be considered to be included in the buffer area, although the laws of trespass shall apply.
- (B) Findings. It is essential to the harmony, peace and tranquility of persons residing in residential dwelling units in the City of Winter Park that they feel free in their own homes, and safe from protests and picketing activity that targets them or that is directed at them because the persons picketing have assumed that the residents are a member of a group or a type being targeted. The importance of peace and tranquility in one's own home is of compelling significance, and is of crucial importance in the City of Winter Park. The City intends to protect this interest through its governing Code of Ordinances as allowed by law. See, *Frisby v. Shultz*, 487 U.S. 474 (1988) and *Cary v. Brown*, 447 U.S. 455 (1980).
- (C) Prohibition Against Protest And Picketing Before Or About A Dwelling Unit. It shall be unlawful for any person or persons to picket, protest or conduct any picketing or protesting activity within a buffer area of 50 feet from the property line of any dwelling unit in the City of Winter Park. It shall also be unlawful for any person or persons to picket, protest or conduct any picketing or protesting activity in any park, public street, public right-of-way, or on a sidewalk, where such activity impedes or interferes with the rights of others to travel on or in such areas in a safe manner, consistent with the traditional pedestrian, bicycle or motor vehicle use of such areas.
- (D) Enforcement And Penalty For Violation. A person violating the provisions of this Section shall be guilty of an offense punishable as provided in Section 1–7 of the Municipal Code. In addition, a knowing violation of this Section shall constitute a second degree misdemeanor, and enforcement methods may include but are not limited to the issuance of a citation, summons, notice to appear in county court or arrest for violation of municipal ordinances as provided for in Chapter 901, including Section 901.15(1), Florida



Statutes. Enforcement may also be made pursuant to the provisions of Chapter 162, Florida Statutes, including Section 162.22, Florida Statutes, such that a person convicted of violating this Section may be sentenced to pay a fine not to exceed \$500 for each violation and may be sentenced to a definite term of imprisonment not to exceed 60 days in a facility as authorized by law.

- (E) These Provisions Supplement Other Provisions of the Municipal Code: The provisions of this Section supplement other provisions of law and the Municipal Code that protect the public order and safety, including but not limited to those provisions of law prohibiting obstruction or interference with passage on a public right-of-way, sidewalk or street, and those laws that prohibit trespass, assault, battery, destruction of property or other injury to person or property.
- (F) Alternative Means. The City Manager shall, on application, make available City owned land reasonably near or abutting a residential zoning district for any protest or picket, subject to all laws applying to the conduct of persons engaged in the picket. And, nothing herein prohibits a protest or picketing in a commercially zoned area, so long as the conduct of such is otherwise lawful.”

**Section 3. Section 62–77 Entitled "Loitering-Generally" Is Amended By Adding The Following Provision At The End Of The Section:**

"A person regularly residing in a ‘dwelling unit’, as that term is defined in Section 62–79, may post a ‘no loitering’ sign on the property of such residence in which the person regularly resides, and an officer of the City may enforce this section against any person remaining in a public area, including a park, sidewalk, street, public right-of-way, after the sign is posted, who loiters, stands, sits or lies before or about the dwelling unit on which property the ‘no loitering’ sign is posted, or remains on public property within a buffer area as defined in Section 62-79, of fifty (50) feet from the property line of such residence.

These Provisions Supplement Other Provisions of the Municipal Code: The provisions of this Section supplement other provisions of law and the Municipal Code, including Section 62-79, that protect the public order and safety, including but not limited to those provisions of law prohibiting obstruction or interference with passage on a public right-of-way, sidewalk or street, and those laws that prohibit trespass, assault, battery, destruction of property or other injury to person or property."



**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court, whether for substantive, procedural, facial or other reasons, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 5. Savings Clause.** The decisions of the Supreme Court in *Frisby v. Schultz*, 47 U.S. 474 (1988); *Carey v. Brown*, 447 U.S. 455 (1980); and, *Madsen v. Women's Health Ctr., Inc.*, 512 U.S. 753 (1994) do not give a specific number of feet for a buffer that will satisfy a constitutional challenge with respect to an ordinance designed to protect residential dwelling units. Accordingly, if a court shall determine that the 50 foot buffer area provided in this ordinance is too large, then the court shall enforce such buffer that it finds will satisfy the constitutional requirements for a buffer protecting residential dwelling units, and this ordinance and the subject Code sections contained herein, shall be deemed amended to reflect the buffer area as a court may declare will satisfy constitutional requirements.

**Section 6. Codification.** Section 2 and Section 3 that amend the City Code, shall be codified in the City Code as specified therein. Any section, paragraph number, letter or heading within the Code may be changed or modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made.

**Section 7. Effective Date Of Ordinance.** This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the \_\_\_\_ day of \_\_\_\_\_, 2012.

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Mayor Kenneth W. Bradley

ATTEST:

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Cynthia S. Bonham, City Clerk