



# city commission agenda

## Regular Meeting

October 22, 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 Dean Patrick Powers, Knowles Chapel Rollins College Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report a. Proclamation - 2012 Week of the Family b. Presentation - Employee of the Third Quarter 2012 - Gary Olson	15 minutes
5	City Manager's Report	Projected Time
6	City Attorney's Report	Projected Time
7	Non-Action Items	Projected Time

8	<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)	
9	<b>Consent Agenda</b> a. Approve the minutes of 10/8/2012. b. Approve the budget adjustment to appropriate accumulated restricted building permit revenues to purchase software to improve the efficiency of the permit issuance and payment processes. c. Approve PR 150493 to Brown & Brown of Florida, Inc. for Insurance Agent of Record (RFP-13-2012) d. Close City Hall the entire day on Monday, December 24, 2012 (Christmas Eve) and cancel the Commission meeting.	<b>Projected Time</b>  5 minutes
10	<b>Action Items Requiring Discussion</b> a. Mead Botanical Garden lease and operational agreement b. Denning Drive project c. City Manager evaluation d. Strategic Plan	<b>Projected Time</b> 45 minutes 15 minutes 15 minutes 30 minutes
11	<b>Public Hearings</b> a. <b>Resolution</b> – Rescinding and terminating the development agreement for 821 and 830 West Swoope Avenue.  b. Request of WaWa: - <b>Ordinance</b> – Partially vacating and abandoning the easement located at 901 North Orlando Avenue (1) - <b>Ordinance</b> – Vacating and abandoning the easement located at 911 North Orlando Avenue (1)  c. <u>Request of Michael Collard Properties, Inc.:</u> <b>WITHDRAWN BY THE APPLICANT</b> - Ordinance – Changing the existing designation of Office to Commercial on properties at 407 and 409 St. Andrews Blvd. (1) - Ordinance – Changing the existing zoning designation of Medium Density Residential (R-3) District to Commercial (C-3) District on properties at 407 and 409 St. Andrews Blvd. (1) - Conditional use approval to construct a new McDonald’s Restaurant with a drive-thru component on properties at 2304 Aloma Avenue and at 407 and 409 St. Andrews Blvd.	<b>Projected Time</b>  10 minutes  20 minutes

**13 City Commission Reports**

**Projected Time**

- a. Commissioner Leary
- b. Commissioner Sprinkel
- c. Commissioner Cooper
- d. Commissioner McMacken
- e. Mayor Bradley

10 minutes each

## appeals & assistance

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

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



# city commission city manager's report

item type City Manager's Report

meeting date October 22, 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
Electric Undergrounding Project	Utilities Advisory Board has completed the special meetings to consider various policy issues re: undergrounding. Consider whether the Commission wants to schedule a work session.	October 2012
Tree Preservation Ordinance	Tree forum was held on October 9 with attendance of 40 citizens. History of city tree ordinances was reviewed along with proposed Tree Ordinance & comparisons with current ordinance. Several citizens asked questions and expressed views on our tree regulation. The hearing on the proposed tree ordinance is being scheduled for the November 12 <sup>th</sup> Commission meeting.	November 2012
City Hall Renovation	East wing and site work completed. West wing interior update underway. Anticipate completion by December.	December 2012
Lee Road Median Update	The landscape, irrigation, and traffic plan sheets are completed, signed, sealed and submitted by a Landscape Architect. Review period is 30 days.	Should have a response by from FDOT by November 20 <sup>th</sup> .
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> <i>Notice to proceed issued to Contractor September 16<sup>th</sup>, 2013</i></p> <p><u>Communication Notices</u></p> <ul style="list-style-type: none"><li>• Contractor working on final Right-of-Way authorizations from FDOT. Construction underway on Cambridge and Salisbury.</li></ul>



Parking Study Alfond Inn	Consultant is about 75% complete on the study. Expect a draft in late October. 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 November.	November 2012
Tree Team Updates	The Tree Team continues to work on the Urban Forestry Management Plan. A tree condition analysis was completed and will be used to develop the UFMP.	November 2012
Wayfinding Signs	All non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues. Anticipate permitting to be completed by October 30 <sup>th</sup> .	November 2012
125th Anniversary Celebration	The 125 <sup>th</sup> celebration was a huge success. The events continue with: October 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	
ULI Fairbanks Avenue TAP	The two-day workshop held at the Community Center on June 18th and 19th. A community meeting was held on September 26 to review the report. A report was submitted and next steps will be discussed with the Commission.	January 2013
Strategic Plan	Discussion scheduled for October 22 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 was held on October 4 to discuss options. The Commission requested additional information. Another meeting will be scheduled following distribution.	December 2012
Utility Billing/Recurring credit cards	Install completed. Anticipate November launch to customers.	November 2012

Back Yard Chicken Initiative	Briefly discussed at the October Keep Winter Park Beautiful and Sustainable Advisory Board meeting where information was distributed for the boards review. No action was taken. This will be on their November 8 <sup>th</sup> agenda for discussion and potential action.	November 2012
Progress Point site	The EDAB and P&Z Boards requested a workshop to discussion options for the Progress Point site. Planning and ED/CRA staff have planned a joint workshop of both boards. The workshop is scheduled for November 28, 2012 at 5:30 in the Welcome Center.	December 2012

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.

**REGULAR MEETING OF THE CITY COMMISSION**  
**October 8, 2012**

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:34 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

The invocation was provided by Reverend Talia Raymond, First Congregational Church, followed by the Pledge of Allegiance.

Members present:

Mayor Kenneth Bradley (departed 5:07 pm)  
Commissioner Steven Leary  
Commissioner Sarah Sprinkel  
Commissioner Carolyn Cooper  
Commissioner Tom McMacken

Also present:

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

**Approval of the agenda**

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

**Mayor's Report**

a. Proclamation – City of Winter Park's 125<sup>th</sup> Anniversary

Mayor Bradley proclaimed October 12, 2012 as Winter Park's 125<sup>th</sup> Anniversary Day and encouraged all residents and citizens to participate in the celebration festivities.

b. Presentation – Purchasing Division's Achievement of Excellence in Procurement Award

Mayor Bradley recognized the City's Purchasing Department for receiving the 2012 Achievement of Excellence and Procurement Award from the National Procurement Institute for the third consecutive year. Mayor Bradley thanked Purchasing Director Carrie Woodell and Purchasing Agents Anthony Durum and Jennifer Jones on their outstanding achievement.

c. Proclamation – Public Power Week

Mayor Bradley announced that the electric utility has successfully repaid the \$14.3 million loan from the City that was originally issued for legal costs and start-up investment two years ahead of schedule. This means revenues from the utility can continue to be used to further its priorities including the undergrounding of the power lines and additional infrastructure improvements. Mayor Bradley proclaimed

October 7-13, 2012 as "Public Power Week." Electric Utility Director Jerry Warren was present to accept the proclamation.

**City Manager's Report:**

a. Denning Drive Project

Public Works Director Troy Attaway explained that in working with the Winter Park Health Foundation we are able to secure grant funding to perform a multi-modal study of Denning Drive if it were two lanes. The study will encompass vehicular traffic counts and the potential impact on local businesses and residents, multi-modal improvements for pedestrians and bicycles along with the pros and cons for possible implementation of the plan. Mr. Attaway asked for direction.

Commissioner McMacken mentioned that there was no backup provided in the agenda packet and requested that this item come back with a scope outlining the services. A majority of the Commission agreed for City Manager Knight to place this on a future agenda for discussion and to include what the long term plan would be, several alternatives and goals. City Manager Knight acknowledged.

Commissioner Sprinkel asked if we currently have some of this data and if staff would provide that information. Mr. Attaway said yes and acknowledged.

Water Sewer Rate Study

City Manager Knight advised that today's discussion will have to be postponed due to our consultant being very ill. Following a brief discussion, the Commission agreed to schedule this item for some time in November.

Miscellaneous

City Manager Knight advised that he is in the process of scheduling another shade meeting regarding police union negotiations.

City Manager Knight announced that today the City received the draft CDD petition on the Ravaudage project.

**City Attorney's Report**

Commissioner Sprinkel asked for direction pertaining to information sent by Attorney Brown regarding discrepancies with the Charter and the super majority ordinances. Attorney Brown said he could prepare the proposed amended ordinances so they are consistent with the Charter. A majority of the Commission agreed that Attorney Brown should review this item and bring recommendations forward for discussion in November. Attorney Brown acknowledged the request.

### **Non-Action Item**

a. Financial Report- August 2012

Finance Director Wes Hamil presented the financial report for August 2012 and answered questions.

**Motion made by Commissioner Cooper to accept the financial report; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

### **Consent Agenda**

- a. Approve the minutes of 9/24/2012.
- b. Approve the following purchases and contracts:
  - 1. Blanket Purchase Order to GATSO USA for Red Light Safety Enforcement (RFP-13-2009); \$496,800
  - 2. Blanket Purchase Order to ENCO Utility Service for FY13 Professional Services (Operations & Maintenance); \$2,000,000
  - 3. Blanket Purchase Order to Seminole Electric Cooperative, Inc. for FY13 Purchase of Bulk Power (ITN-33-2010); \$8,944,000
  - 4. Blanket Purchase Order to Progress Energy for FY13 Bulk Power (ITN-33-2010); \$18,000,000
  - 5. Blanket Purchase Order to Progress Energy for FY13 Transmission Services (ITN-33-2010); \$2,392,180
  - 6. Blanket Purchase Order to Air Liquide Industrial Company for FY13 for Liquid Oxygen for Water Treatment Facilities; \$170,000
  - 7. Blanket Purchase Order to Odyssey Manufacturing Company for FY13 for 12.5% Sodium Hypochlorite for Water & Wastewater Treatment Facilities; \$180,000
  - 8. Blanket Purchase Order to Stephen's Technology for FY13 for Trenchless Repairs to Sanitary Sewer Mains; \$185,000
  - 9. Blanket Purchase Order to Perma-Liner Industries for FY13 for Lateral Lining Materials for Sewer Repairs; \$85,000
  - 10. Blanket Purchase Order to Winter Park Public Library for FY13 for Organizational Support; \$1,351,560
  - 11. Blanket Purchase Order to Aetna for Administrative Contract Service Fee for Medical Insurance (RFP-6-2007); \$290,889
  - 12. Blanket Purchase Order to Aetna for Administrative Stop Loss for Medical Insurance (RFP-6-2007); \$466,022
  - 13. Blanket Purchase Order to Metlife for Dental Insurance (RFP-18-2008); \$373,475
  - 14. Blanket Purchase Order to Lina (Cigna) for Life, Accidental Death and Dismemberment and Long Term Disability Insurance (RFP-19-2008); \$123,678



15. Blanket Purchase Order to Hylant Group for Benefit Consulting Services (RFP-3-2009); \$66,464
  16. Blanket Purchase Order to Masci General Contractor, Inc. for Fairbanks Avenue Roadway and Wastewater System Improvements (IFB-10-2012); \$6,218,312.25
  17. Blanket Purchase Order to Waste Pro of Florida for Residential Garbage, Yard Waste & Recycle Service (RFP-6-2009); \$2,053,600
  18. Blanket Purchase Order to City of Altamonte Springs for FY13 for Wholesale Sewer Treatment; \$125,000
  19. Blanket Purchase Order to SSNOCWTA for FY13 for Operation & Maintenance; Depreciation; \$645,000
  20. Blanket Purchase Order to City of Orlando for FY13 for Sanitary Sewer Charges; \$1,850,000
  21. Blanket Purchase Order to City of Orlando for FY13 for Improvements at the Iron Bridge Regional Water Reclamation Facility; \$165,000
  22. Blanket Purchase Order to City of Orlando for FY13 for Sanitary Sewer charges for McLeod/Asbury; \$385,000
  23. Blanket Purchase Order to Duval Asphalt for E-Z Street Cold Asphalt; \$50,000
  24. Blanket Purchase Order to Avanti International for AV-118 Chemical Grout; \$65,000
  25. Blanket Purchase Order to Xylem Water Solutions for Repair of Flygt Products, Service Repair & Warranty; \$65,000
  26. FY12 Purchase Order 148048 to A Budget Tree Service for dead tree removal (RFP-4-2012); \$183,500
  27. Blanket Purchase Order to William J. Peebles for State Lobbyist Services; \$52,000 – **PULLED FOR DISCUSSION, SEE BELOW**
  28. Blanket Purchase Order to Shutts & Bowen for Labor Attorney Services; \$80,000
  29. Blanket Purchase Order to Brown, Garganese, Weiss & D'Agresta for Attorney Services (RFP-21-2009); \$320,000 – **PULLED FOR DISCUSSION, SEE BELOW**
  30. Products and Services Agreement 120800578287 with Centurylink Sales Solutions, Inc. for T1 Circuit; \$5,331
  31. Products and Services Agreement 120900580553 with Centurylink Sales Solutions, Inc. for Internet Access Circuit; \$6,240
  32. Renewal of Commercial Insurance package with Brown & Brown; authorize the Mayor to execute the renewal document and approve subsequent purchase order; \$643,766
  33. Piggybacking Volusia County Contract 11B-128PW with Master Protection dba Firemaster for Fire Extinguisher, Inspections, Repairs and Parts
- c. Authorize the City Manager, in consultation with the City Attorney, to sign purchase orders for payment of HIDTA personnel and operations, subject to the condition that the HIDTA grant funds will be the sole source of money to pay these obligations and to authorize purchase orders in the amounts of \$54,000, \$68,000, \$108,000 and \$150,000 for several independent contractors who

provide specialized and confidential investigative services on behalf of HIDTA; and authorize a purchase order in the amount of \$98,000 for facility expenses of HIDTA.

- d. Approve the Interlocal Agreement with Orange County regarding the reimbursement for Phase II of the Minnesota Avenue Drainage Design Project. – **PULLED FOR DISCUSSION, SEE BELOW**

**Motion made by Commissioner McMacken to approve Consent Agenda items 'a', 'b.1-26, 28, 30-33' and 'c'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

Consent Agenda Item 'b.27' - Blanket Purchase Order to William J. Peebles for State Lobbyist Services; \$52,000

Commissioner Cooper mentioned that the Commission unanimously approved in November 2011 to review all professional contracts every five years. She asked City Manager Knight if this contract is going to be reviewed and/or bid so we can be consistent with our policy. City Manager Knight responded to questions and asked for direction.

**Motion made by Commissioner Sprinkel to keep William J. Peebles contract in place for right now and to review/look at bidding it out next year; seconded by Mayor Bradley and approved by acclamation with a 5-0 vote.**

Consent Agenda Item 'b.29' – Blanket Purchase Order to Brown, Garganese, Weiss & D'Agresta for Attorney Services (RFP-21-2009); \$320,000

**Motion made by Mayor Bradley for the City Commission to perform an evaluation/review of our City Attorney in the next month and that the current contract be extended for this quarter until such time as that review is complete and the Commission can discuss it; seconded by Commissioner Leary for discussion.** Commissioner Cooper stated that she does not support yearly public reviews of our City Attorney and was very uncomfortable when this was conducted several months ago. **By acclamation Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.**

Consent Agenda Item 'd' – Approve the Interlocal Agreement with Orange County regarding the reimbursement for Phase II of the Minnesota Avenue Drainage Design Project.

**Motion made by Mayor Bradley to approve Consent Agenda item 'd' and asked for clarification; seconded by Commissioner McMacken for discussion.** Public Works Director Troy Attaway provided background and answered questions. **The motion was approved by acclamation with a 5-0 vote.**

### **Action Items Requiring Discussion**

a. Strategic Plan

**Motion made by Commissioner Leary to table the strategic plan discussion to the next meeting; seconded by Commissioner McMacken. Upon a roll call vote, Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-0 vote. (Mayor Bradley was not present).**

b. Notice of Intent to Dispose of property at 845 West New England Avenue

CRA Director Dori Stone provided background regarding the request to advertise the Notice of Intent to Dispose (NOD). Ms. Stone noted that if the Commission moves forward tonight with this item, it will come before the CRA Advisory Board and the Commission in November. Ms. Stone answered questions pertaining to the advertising costs and the potential value of the property.

Discussion included how much money the City has contributed to date to the Hannibal Square Community Land Trust and if there is a need for affordable housing in the City. Commissioner Cooper asked that an analysis be provided regarding the proper ratio of affordable housing. Ms. Stone acknowledged.

Mayor Bradley reminded the Commission that the action before them is whether or not they approve to advertise the NOD.

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

c. Request for Waiver of the One Year Time Period for Reapplication for Comprehensive Plan/Rezoning at 861 W. Canton Avenue

Planning Director Jeff Briggs provided background and answered questions. A brief discussion included the request for waiver and what type of project the applicant intends to apply for based on the backup information in the agenda packet.

Mayor Bradley reminded the Commission that the action before them is whether or not they approve the request for waiver of the one year time period.

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

## **Public Hearings**

- a. Request of Rex-Tibbs Construction, Co., Inc. for the property at 271 N. Pennsylvania Avenue:

ORDINANCE NO.: 2887-12: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF COMMERCIAL TO MEDIUM-DENSITY RESIDENTIAL ON THE PROPERTY AT 271 N. PENNSYLVANIA AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. Second reading

ORDINANCE NO.: 2888-12: 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. Second reading

Attorney Brown read the ordinances by title. Mayor Bradley announced this is a simultaneous public hearing. Additional ex-parte communications that transpired after the first reading were provided. Commissioner Cooper noted that she spoke with the owner.

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

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

- b. Request of Winter Park Town Center Development LLC for the property located at 940 W. Canton Avenue:

ORDINANCE NO.: 2889-12: 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.  
Second reading

ORDINANCE NO.: 2890-12: 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. Second reading

Attorney Brown read the ordinances by title. Mayor Bradley announced this is a simultaneous public hearing. Additional ex-parte communications that transpired after the first reading were provided. Mayor Bradley spoke with Rebecca Wilson, Lowndes, Drosdick, Kantor and Reed and several citizen emails were received. Commissioner Leary spoke with Rebecca Wilson, Lowndes, Drosdick, Kantor and Reed and drove by the site. Commissioner McMacken drove by the site. Commissioner Cooper had numerous conversations with staff and City Attorney.

**Motion made by Commissioner Sprinkel to adopt the (comprehensive plan) ordinance; seconded by Commissioner Leary.**

**Motion made by Commissioner to adopt the (zoning) ordinance; seconded by Commissioner.**

Barbara Hovanetz, 608 Langholm Drive, opposed to having three story buildings in the City and wanted to know the definition of medium to high density.

Mary Daniels, 650 Canton Avenue, said she would like to hear from the applicant first before commenting.

Rebecca Wilson of the Lowndes, Drosdick, Kantor and Reed Law Firm spoke on behalf of the applicant and addressed concerns regarding traffic and building height.

For the record, Commissioner Cooper voiced her opinion as to why she was voting against this. She stated that she likes the architecture, the opening along Denning Drive and the height but the problem is, if this piece of property were developed alone it would yield 109 units and in order to justify the 204 units we have to alter our Comprehensive Plan to allow the applicant the ability to capture the residential allowance on the adjacent property. She noted that the adjacent property has already been developed as part of Winter Park Village and that every parking space on that property is designated to fulfill the parking requirements of the village. The square footage on that property utilizes one half of the available FAR and the



additional development would require using the other part of that FAR. No matter how hard she tries she divides that out by the average unit size and cannot get to 204 units. She realizes they were approved at 140 units before and is comfortable with that, but beyond that she is going to have to vote against it. She said that she is proud to see the project go forward but would like it to be in accordance with either our existing comprehensive plan and codes without alteration or an allowance due to the fact that they had a prior approval for the 140 units. She addressed the difference in allowing 140 units versus 204 as to the number of cars and the number of demands on our schools and libraries. She spoke about her concern with doubling the number of units because of the double density which is why she was voting against this.

**Upon a roll call vote on the first ordinance (comprehensive plan), Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

**Upon a roll call vote on the second ordinance (zoning), Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

Public Comment

Joe Terranova, 151 N. Virginia Avenue, suggested that if and when the City conducts the Denning Drive study that they also look at the undergrounding of the utilities because if the City is going to tear up the street to widen it there may be a cost savings to underground at the same time.

A recess was taken from 5:07 p.m. to 5:21 p.m. Mayor Bradley departed the meeting at this time.

**City Commission Reports:**

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

Commissioner Sprinkel asked that the police summary report be distributed bi-monthly as done previously.

Commissioner Sprinkel thanked everyone for participating in the Sole Challenge event last weekend.

Commissioner Sprinkel thanked City Manager Knight for answering her questions regarding recycling and the difference between Waste Management and Waste Pro and for addressing bicycle riders on Park Avenue.

c. Commissioner Cooper

Commissioner Cooper announced the following:

- October 9, 6:00 p.m. in the Chambers - Public forum regarding the proposed tree ordinance
- October 11, 5:30 p.m. in the Keep Winter Park Beautiful board meeting room - Initial conversation on whether a resident has the right to have chickens
- October 13, 8:00 a.m. the Center for Independent Living is having their second annual "Stroll and Roll" event at Lake Baldwin

Commissioner Cooper spoke about the need for additional parking during the holiday season and suggested that both the City employees and Commissioners park their vehicles at the water plant lot or at the Blake yard to free up parking spaces for Park Avenue shoppers.

d. Commissioner McMacken

Commissioner McMacken reminded everyone that the Autumn Art Festival is this weekend and encouraged everyone to attend.

e. Mayor Bradley - No items.

The meeting adjourned at 5:26 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	October 22, 2012
prepared by department division	Wes Hamil, Finance Director Finance	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

## subject

Budget adjustment to appropriate accumulated restricted building permit revenues to purchase software to improve the efficiency of the permit issuance and payment processes.

## motion | recommendation

Approve budget adjustment

## background

Building and Code Enforcement have been examining options to improve the user friendliness and efficiency of their permitting software. The attached quote from Sungard HTE is for an upgrade to our permitting, business licensing and code enforcement software. This upgrade will make it easier to navigate screens in the permitting process and eliminate duplicative work by Building and Code Enforcement and Finance in recording payments for permits.

## alternatives | other considerations

## fiscal impact

\$22,712 in accumulated restricted building permit revenues

## long-term impact

## strategic objective

# CITY OF WINTER PARK

## BUDGET ADJUSTMENT

SUBMITTING DEPARTMENT: Building and Code Enforcement ADJUSTMENT NUMBER: \_\_\_\_\_

DATE: 10/9/12 GROUP NUMBER: \_\_\_\_\_

SOURCE OF FUNDS:			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROJECT NUMBER	ADJUSTMENT
001-0000-382.42-11	Accumulated restricted permit fees		22,712
TOTAL			<u>22,712</u>

USE OF FUNDS:			
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROJECT NUMBER	ADJUSTMENT
001-2303-524.66-20	Software		22,712
TOTAL			<u>22,712</u>

REASON FOR ADJUSTMENT REQUEST:
Appropriate restricted permit revenues to purchase software that will improve the efficiency of the permit issuance and payment processes (see attached quote).

APPROVALS:			
Wes Hamil	Commission Approval Date	Randy Knight	10/11/2012
Finance Director	10/9/2012	City Manager	Date
	Date	George Wiggins	10/10/2012
		Department Head	Date

**Quote Prepared By:**

Toni Sweat  
1000 Business Center Drive, Lake Mary, FL 32746  
**Phone:** (800) 727-8088 **Fax:** (407) 304-3301  
**Email:** toni.sweat@sungardps.com

**Quote #**

Q-00001616

**Presented Date**

9/27/2012

**Valid Until**

12/26/2012

**Quote Prepared for:**

**Account:** Winter Park, FL WPK  
**Contact:** Parsram Rajaram  
**Address:** 401 Park Avenue, South  
Winter Park, FL 32789-3136  
**Phone:** (407) 599-3432

**License Fees**

Qty	Product Code	Product Name	Extended Price	Net Price	Maintenance
1	K1G-Upgrade	NaviLine GovNOW Core-Upgrade	9,050.00	9,050.00	2,420
1	K3G	NaviLine GovNOW Building Permits	0.00	0.00	560
1	K1G-Test	NaviLine GovNOW Test Server	0.00	0.00	560
1	K0G	NaviLine GovNOW Code Enforcement	1,850.00	1,573.00	590
1	K6G	NaviLine GovNOW Business Licenses	0.00	0.00	690
<b>Total:</b>				10,623.00	4,820

**Other Fees**

Qty	Product Code	Product Name	Charge Type	Extended Price	Net Price
1	KXG	NaviLine GovNOW Map Access Fee	Annual Subscription Fees	1,369.00	1,369.00000
<b>Total:</b>				1,369.00	1,369.00

**Professional Services**

Qty	Product Code	Product Name	Service Type	Extended Price	Net Price
1	K1G-Upgrade	NaviLine GovNOW Core-Upgrade	Installation	2,800.00	2,800.00
1	K6G	NaviLine GovNOW Business Licenses	Installation	0.00	0.00
1	K0G	NaviLine GovNOW Code Enforcement	Installation	0.00	0.00
1	K1G-Test	NaviLine GovNOW Test Server	Installation	2,800.00	2,800.00
1	K3G	NaviLine GovNOW Building Permits	Installation	0.00	0.00
1	K1G-Upgrade	NaviLine GovNOW Core-Upgrade	Project Management	1,280.00	1,280.00
1	K3G	NaviLine GovNOW Building Permits	Project Management	0.00	0.00
1	K0G	NaviLine GovNOW Code Enforcement	Project Management	0.00	0.00



Qty	Product Code	Product Name	Service Type	Extended Price	Net Price
1	K1G-Test	NaviLine GovNOW Test Server	Project Management	1,280.00	1,280.00
1	K6G	NaviLine GovNOW Business Licenses	Project Management	0.00	0.00
1	K1G-Upgrade	NaviLine GovNOW Core-Upgrade	Training	640.00	640.00
1	K0G	NaviLine GovNOW Code Enforcement	Training	640.00	640.00
1	K3G	NaviLine GovNOW Building Permits	Training	640.00	640.00
1	K6G	NaviLine GovNOW Business Licenses	Training	640.00	640.00
<b>Total:</b>				10,720.00	10,720.00

## Product Notes

**K1G-Upgrade:** a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

**K3G:** a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

**K1G-Test:** a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

**K0G:** a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

**K6G:** a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

**KXG:** a. Customer will additionally be responsible for payment of a usage fee, due upon execution of this Agreement, in the amount of \$\_\_\_\_\_ relating to the GovNow M.A.F. (Map Access Fee) for the initial annual period commencing on the Execution Date of the Quote. Thereafter, for the subsequent annual

period(s), the then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

License Fees
10,900.00
Professional Services
10,720.00
Annual Subscription
1,369.00
Annual Maintenance (Starting Year Two)
4,820

License Fee Discount Amount
277.00

Total Discount Amount
277.00

Total License Fees and Professional Services (Excludes Maintenance)
22,989.00
Discount Amount
-277.00
Total
22,712.00

## Payment Terms:

License, Project Planning, Project Management, Consulting, Conversion, Custom Modification, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fee(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

## Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance Agreement (together, the 'Contract and Agreement') by and between the parties hereto. The product and pricing information detailed above comprises the 'Exhibit 1' schedule attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

Any hardware or other third party products and services listed above, including third party software, are 'Third Party Products' or 'Pay Agency Products', as applicable, under the provisions of the Contract and Agreement. SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses. Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves

the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any 'Term of Contract' Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**Winter Park, FL**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name :** \_\_\_\_\_



# city commission agenda item

item type	Consent Agenda	meeting date	October 22, 2012
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

## Purchases over \$50,000

	vendor	item   background	fiscal impact	motion   recommendation
1.	Brown & Brown of Florida, Inc.	PR 150493 for Insurance Agent of Record (RFP-13-2012)	Total expenditure included in approved FY13 budget. Amount: \$100,000	Commission approve PR 150493 to Brown & Brown of Florida, Inc.
The City utilized a competitive bidding process to award this contract. The contract was awarded on August 13, 2012 for a period of one (1) year with an option to renew for up to four (4) additional one (1) year periods, not to exceed five (5) years in total. The current contract term will expire on September 30, 2013.				



# city commission agenda item

item type	Consent Agenda	meeting date	October 22, 2012
prepared by department division	Cindy Bonham City Clerk	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

## subject

Close City Hall all day on December 24, 2012 (Christmas Eve) and cancel the City Commission meeting

## motion | recommendation

Approve closing City Hall as a holiday the entire day on Christmas Eve, December 24 only to apply to the 2012 holiday season and to cancel the Commission meeting.

## background

City Hall was closed in 2001 and in 2007 when the holiday fell on a Monday.

## alternatives | other considerations

Keep City Hall open for ½ day and hold the meeting another day.

## fiscal impact

No impact to City Hall departments. Fire estimates the impact to be about \$9,000. Police estimates approximately \$3,657.

## strategic objective

N/A





# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	October 22, 2012
prepared by department division	John Holland, Director Parks and Recreation Department Administration	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Parks and Recreation Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

## subject

Mead Botanical Garden Lease and Operational Agreement with Mead Botanical Garden, Inc.

## motion | recommendation

Recommend approval and execution of the Mead Botanical Garden Lease with the Mead Botanical Garden, Inc.

## background

The organization Mead Botanical Garden, Inc (formally known as The Friends of Mead Garden, Inc.) has been volunteering, providing cooperative planning, operational and development assistance in partnership with the City for more than a decade. The recent developments within the MBG, Inc. have allowed for the formation of a Board of Directors, the hiring of a paid Executive Director and the foundation guidelines for major fund raising campaigns, marketing efforts and operational programming.

It is the request of Mead Botanical Garden, Inc to formally establish their affiliation with the City with a lease agreement of property, buildings and amenities in the Garden. In the future, addendums would be added to the Lease as Operational Agreements for specific rental venues and income producing facilities currently operated by the Parks and Recreation Department.

On December 12<sup>th</sup>, 2011, a joint work session (minutes provide in backup) was held between the City Commission, Mead Botanical Garden, Inc. Executive Director and representatives of the Board of Directors. An hour discussion resulted in a Commission consensus to bring the issue before the Parks and Recreation Board again and to have an advertised Public Meeting at Mead Botanical Garden in order to inform the public at large the proposed partnership. The Commission consensus was also to produce a Lease Agreement that was specific to the property and facilities to be managed and operated by the MBG, Inc. This proposed Lease provides a more broad designation of the property as shown as Area A and Area B on Exhibit A.

The Parks and Recreation Board heard the proposal of the Mead Botanical Garden, Inc. during the January 25<sup>th</sup>, 2012 meeting and approved the proposal of a Lease and Operational Agreements by a 6-0 vote. Discussion was initiated during the meeting by representatives of the Winter Park Garden Club expressing their request to be more involved in the planning process in order to accommodate the meeting and parking needs of their members and customers. Cooperation was directed by the Parks and Recreation Board between the Winter Park Garden Club and Mead Botanical Garden, Inc.

A public meeting was held for the neighborhood residents and any interested citizens on Saturday morning, March 3<sup>rd</sup> at the Mead Botanical Garden "barn" with a good turn out and no major objections to the lease and or operational agreements.

The proposed Lease will provide for MBG, Inc's the exclusive premises use and operation of the City's old Parks Maintenance Facility (the "Barn"), Environmental Center, Pole Barn, Community Garden and the proposed new "Grove" amphitheater and boardwalk wetlands as designated as Area A in Exhibit A.

The future addendums will provide Operational Agreements for the exclusive management, scheduling, staffing and fee collection of the current amphitheater, picnic pavilion and the "Special Event" areas of Mead Botanical Gardens. All use fees and rental income will be specifically designated for use by MBG, Inc. for maintenance, improvements and upkeep of the facilities within the Mead Botanical Garden property.

## **alternatives | other considerations**

Various discussions have taken place regarding the area of the property covered in the Lease. The current request from the Mead Botanical Garden, Inc. is to lease the property excluding the City's Landscape Division work area, the current existing lease with the Winter Park Garden Club and the Florida Federations of Garden Clubs headquarters.

Other considerations have suggested leasing smaller footprints with additional amenities being added through the Lease addendums and Operational Agreements.

## **fiscal impact**

Last year's income produced from rentals of the amphitheater, picnic pavilion and Special Events was a total of \$19,640.00. The Lease and Operational Agreement would reduce the Parks and Recreation Department annual revenue of \$1,505,000 by 1.3%. Maintenance costs would remain relatively the same.

The Lease will provide a partnership between the City and MBG, Inc that will enhance their fundraising and grant prospects resulting in additional funding for improvements and continued implementation of the Mead Botanical Garden Master Plan.

## **long-term impact**

The potential marketing and fundraising ability of the Mead Botanical Garden, Inc. could produce an increase in the use and rental revenue which could improve the funding for property and facility improvements resulting in a successful future for Mead Botanical Garden and joint venture for the City.

## **strategic objective**



## **LEASE AGREEMENT (MEAD BOTANICAL GARDEN)**

THIS LEASE is entered into by and between the CITY OF WINTER PARK, a Florida municipal corporation ("Landlord") and MEAD BOTANICAL GARDEN, INC., a Florida not for profit corporation ("Tenant") this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

### **RECITALS**

**WHEREAS**, the City of Winter Park, hereinafter referred to as "Landlord", owns that certain property located within the City of Winter Park, Florida, known as "Mead Botanical Garden"; and

**WHEREAS**, the Landlord desires to lease to Mead Botanical Garden, Inc., a Florida nonprofit corporation (hereinafter referred to as the "Tenant") on the terms and conditions hereinafter provided, the Mead Botanical Garden, and all buildings, furniture, fixtures, appliances and other personal property regularly located on the Premises and associated with the use and benefit of the Premises, excluding the Winter Park Garden Club property, the Florida Federation of Garden Club property, and the City of Winter Park Parks and Recreation Department, Landscape Division property, (collectively, the "Excluded Areas"), subject to the terms hereinafter provided, (the Premises herein leased shall sometimes be referred to as the "Premises" or the "Leased Premises"); and

**WHEREAS**, Exhibit "A" shows that the Premises are subdivided for purposes of this Lease Agreement into two areas, Area One to the north of the entry road, and Area Two to the south of that road; and

**WHEREAS**, the parties intend that the Tenant shall have operational and management control (subject however to the limitations and requirements of this Lease Agreement) of that area north of the entry road (Area One as shown on Exhibit "A"); and

**WHEREAS**, the Tenant agrees to lease the Premises depicted on Exhibit "A", subject to all of the requirements of this Lease, and will perform faithfully all of its required duties and obligations pursuant to the Lease; and

**WHEREAS**, the City of Winter Park as Landlord has determined that it is in the interest of the citizens of Winter Park to enter this Lease, as this arrangement will better assure ongoing maintenance, operations and upkeep of Mead Botanical Garden.

**NOW, THEREFORE**, the parties do hereupon enter this Lease Agreement and covenant as follows:

**ARTICLE 1**  
**GENERAL PROVISIONS**

**Term**

1.01 Landlord hereby leases the Premises to Tenant for an initial term of ten (10) years beginning on \_\_\_\_\_, 2012 and ending on \_\_\_\_\_, 2022. Thereafter, subject to the Tenant being at such time in full compliance with the requirements and terms of this Lease Agreement, the Tenant shall have the option to extend the term for up to four additional ten (10) year periods, which opportunity will be automatically exercised by Tenant unless Tenant provides written notice of non-renewal to Landlord at least thirty (30) days prior to the expiration of the then current term. The lease term, including all potential options hereunder, shall therefore expire on \_\_\_\_\_, 2062, assuming that the Tenant remains in compliance with the requirements of the Lease, and, exercises all of the available extension options, unless the parties amend the term of this Agreement in writing. Notwithstanding the foregoing, at any time during the term of this Lease or any extension or renewal thereof, Landlord may terminate for the reasons set out in Article 9, ("Default") of this Lease.

**Recitals**

1.02 The Recitals are incorporated herein by reference and are made a part of this Lease Agreement.

**Exhibits**

1.03 The exhibits to this Lease Agreement are incorporated herein by reference and are made fully a part of this Agreement. These exhibits are: "A" map showing the Leased Premises in colored dotted lines; "B" the Assignment of Responsibilities; and "C" Master Plan dated \_\_\_\_\_.

**Exhibit "A"**

1.04 Exhibit "A" shows the Leased Premises divided into two areas. The North area being Area One, and the South area being Area Two. The exhibit also shows the property that is excluded from the scope of the Leased Premises, namely, the Winter Park Garden Club Property, the Florida Federation of Garden Club Property, and the City of Winter Park Parks and Recreation Department, Landscape Division Property. The North area, Area One, is north of the dotted red line which runs roughly east and west, beginning at the entrance to the Premises and continuing eastward to the stream and to the south of the Winter Park Garden Club area. Area Two is south of that dotted red line.

The areas that are excluded from Leased Premises are shown by dotted colored lines on Exhibit "A". The Tenant has no rights to use or occupy the excluded areas under this Lease Agreement.

Tenant agrees it does not have the present capacity to operate and manage both Area One and Area Two. Therefore, the Tenant shall operate and manage Area One and the facilities therein, subject to the limitations, procedures and rules more specifically provided elsewhere in this Lease Agreement, in addition to the general responsibility of the Tenant to maintain the Premises and to make such improvements as it obtains the financial capability to make improvements.

In Area Two, at this time, the Tenant does not have the authority or responsibility to operate and manage the facilities in Area Two, and the Tenant's responsibility with respect to Area Two is to maintain it and to make such improvements that it has the financial capability to develop, subject to the specific requirements, procedures and duties imposed upon the Tenant more specifically elsewhere in this Lease Agreement. The parties may, by future amendment, transfer to the Tenant operation and management responsibility for the facilities in Area Two.

## **ARTICLE 2**

### **RENT**

#### **Rent**

2.01 Tenant will pay Landlord \$1.00 per year, from the beginning of the lease term and throughout the original lease term and any renewal, in advance on the first day of each year. Payment of rent will not allow Tenant to remain in possession if the Tenant should default in the future and the Landlord terminates as provided in Article 9 of this Lease.

#### **Fees**

2.02 For Tenant managed events taking place in Area One, neither the Tenant nor staff and volunteers of the Tenant working on the event will be required to pay user fees or other charges or costs normally charged by the City. However, the Tenant shall charge all persons or other entities (except the Florida Symphony Youth Orchestra per the written agreement with MBG, Inc.) using facilities of the garden such user fees, if any, that are required to be paid by the City of Winter Park in its Schedule of Fees.

If there is any facility or use in Area One that does not carry a fee imposed by the City in its Schedule of Fees, then the Tenant may charge a fee for such activity or use so long as the fee is mutually agreed as between the City Manager (or his designee, the Director of Parks and Recreation) and the Tenant. However, notwithstanding the foregoing, the Tenant shall not charge a general admission fee nor make any other charge merely for the right of the public to enjoy and enter upon the public areas of the Premises, unless a specific designated area of the Premises is being used for a special event or has been designated for garden collections, special

exhibits, or programs. The Tenant will work cooperatively with the City Manager or designee, the Director of Parks and Recreation, to insure that at all times a reasonable area of the park is available for public use without charge, except for occasions when the entire park may be used for a special event.

### **ARTICLE 3**

#### **USE OF PREMISES**

##### **Permitted Use For Areas One and Two**

3.01 Tenant shall maintain the Premises for Areas One and Two as a public park and botanical garden. Tenant agrees that the Premises shall be maintained in a good manner consistent with a high quality level of performance, and achievement of this standard is met by the Tenant continuously working towards meeting the accepted definition of a botanical garden as defined by the American Public Gardens Association. Tenant shall continuously work using reasonable best efforts to meet this accepted definition of a botanical garden as defined by the American Public Gardens Association and shall achieve such recognition as soon as reasonably possible.

The Tenant shall only utilize Area Two in a manner consistent with its obligations and responsibilities for maintenance as set out in Exhibit "B" ("Assignment of Responsibilities" document). In the event of any dispute concerning the extent of Tenant's permitted use, the parties shall refer to the responsibilities of the Tenant as set out in Exhibit "B" to determine whether a proposed use is allowed and is within the scope of use.

##### **Management and Conduct of Operations In Area One**

3.02 Tenant will manage and operate the facilities in Area One, and shall be responsible to schedule, conduct and promote events in Area One for the betterment of users of the park and in the interests of maximizing the value of this asset of the City. Notwithstanding this general right to operate and manage the facilities and programs in Area One, the Tenant's management is subject to the following:

- (a) Recurring events historically conducted in Area One will not be supplanted or disrupted by any activity managed or operated by the Tenant, including but not limited to the British Car Show, the Watermelon Run, and regular road races that traditionally occur in the park.
- (b) If a facility in Area One is covered in the City's Schedule of Fees, as the City's Fees may be amended from time to time, then the Tenant is bound to charge the City's published user fees unless it first obtains a written waiver from the City Manager or designee. If a facility in Area One is not then subject to a user fee in the City's Schedule of Fees, then the Tenant shall decide whether or not to charge

fees for an event. If a fee is to be charged for a matter not in the Fee Schedule, the City Manager or designee shall approve in advance the fee proposed to be charged, and the fee charged shall be reasonably related to the costs of the program, improvement of the park or its promotion as an important asset of the City.

- (c) Fees collected shall be accounted for and the accounting will be available for review by the City Manager or designee. Revenue received from operations in Area One shall be used exclusively for park improvements, maintenance and betterment of Mead Garden Botanical Park, including revenue received from the use of the historic amphitheater. However, subject to review and approval by the City Manager or designee, the Tenant may use a mutually agreed and reasonable percentage of revenues from operations, not to exceed 20%, to fund the customary and reasonable cost of Tenant's administration, expenses and overhead, not including staffing.
- (d) The Tenant may request that the City provide personnel services or other services, and in that event, the City shall charge the reasonable cost for the provision of such services, and the Tenant shall be responsible to reimburse or cover the costs incurred by the City (including personnel costs with benefits). Additionally, the City shall have the right to provide such services that are the responsibility of the Tenant to provide, but which the Tenant has not provided or where the City, at its sole discretion, determines that Tenant's provided services are not sufficient. In such event, the Tenant shall be responsible to pay the City for the actual costs of providing such services (including personnel costs and benefits). However, the City agrees that it will not seek payment for the costs it has incurred in providing services in an amount that exceeds fees received by the Tenant for a specific event.

The provisions in this subsection, 3.02(d) do not apply to the maintenance obligations which are the duty of the Tenant to provide.

- (e) Notwithstanding Tenant's operation and management of facilities, programs and events in Area One, at all times all persons and activities are subject to the general police power of the City of Winter Park, and all activities and persons shall be in compliance with Florida law and the Municipal Code of the City of Winter Park.
- (f) The City may request from the Tenant permission to sponsor, conduct or manage an event for the City in Area One. In such instance, the Tenant will cooperate and will allow for the event to take place, subject to the proviso that in no event will the City supplant an activity already scheduled by the Tenant (but Tenant's right

to schedule events is also subject to the provisions hereinabove concerning traditionally scheduled activities that will not be supplanted, including the British Car Show, Watermelon Run and road races/races).

The Tenant shall have the right to barter or trade reasonably with third party park users an equivalent value in lieu of payment of user fees in cash. The Tenant will advise the City Manager or designee of any barter or trade arrangement where the amount of user fees or other charges that are traded or bartered exceed \$2500.

### **Alteration of Facilities and Infrastructure**

3.03 This section sets out the requirements for prior consent by Landlord before Tenant makes any alteration of facilities and infrastructure:

- (a) Tenant must obtain prior written consent from the City Commission before making any alteration, renovation or construction on or to the Premises or any facility therein where the cost or value of such is in excess of \$25,000.00 for planning and construction, combined.
- (b) If the cost or value of the work is less than \$25,000.00 but more than \$5,000.00, the work must be approved in writing in advance by the City Manager, or if he delegates such authority, approved in advance in writing by the Director of Parks and Recreation.
- (c) For work, the value of which is less than \$5,000.00, the Tenant may perform such work. (d) If any of the services or materials are donated to any extent, the reasonable estimated value of such services and/or materials shall be included in the calculation of costs referenced in subsections (a) through (c) above.
- (e) The Tenant agrees that it shall not make any material alteration or change, nor shall it construct any buildings or improvements on the Premises without the prior written consent of Landlord. Such consent and agreement for such construction and alteration will be in a separate writing, signed by the City of Winter Park with proper authority, and the Tenant. In the event permission is given, all of such work shall be performed in accordance with the procedures and requirements for construction and development in the City of Winter Park. A breach of any requirement herein by Tenant shall be a default subject to the provisions in Article 9 hereinafter.
- (f) If alteration of facilities or other construction pursuant to this section is allowed or authorized pursuant to these requirements, then in such event, the Tenant shall be subject to all of the procedures, rules, fees and ordinances of the City of Winter

Park with respect to such work. A breach of any requirement herein by Tenant shall be a default subject to the provisions in Article 9 hereinafter.

### **Alteration of Topography or Courses of Water**

3.04 This section sets out the requirements for prior consent by Landlord before Tenant makes any alteration of topography or courses of water:

- (a) The Tenant is required to obtain prior written consent from the City Commission before making any alteration of courses of water or any change to the topography of the landscaping and grounds where the reasonable value or cost of the planning and construction services and materials (whether donated or not) is reasonably estimated to be more than \$25,000.00.
- (b) The Tenant is also required to obtain prior written permission from the City Commission before making any alteration or change in the topography or courses of water that deviates from a feature or detail shown on the Master Plan dated \_\_\_\_\_, attached hereto and incorporated by reference as Exhibit “C”. This provision shall apply regardless of the estimated cost or value of the alteration or change. This is subject to subsection (d), below.
- (c) If the value or cost of planning and construction services, whether donated or not, is less than \$25,000.00 in total, then the Tenant may make the alteration upon approval by the City Manager, or if he delegates such authority, approved in advance in writing by the Director of Parks and Recreation, unless the alteration or change would cause a deviation from the Master Plan, in which case prior Commission approval is required, as provided in subparagraph (b), above.
- (d) For work the value of which is less than \$5,000.00, the Tenant may perform such work, so long as the alteration is reasonably viewed as immaterial.
- (e) If an alteration of courses of water or topography is allowed or authorized pursuant to these requirements, then, in such event, the Tenant shall be subject to all of the procedures, rules, fees and ordinances of the City of Winter Park with respect to such alteration or work. A breach of any requirement herein by Tenant shall be a default subject to the provisions in Article 9 hereinafter.

### **Procedure for Seeking Proper Authorization**

3.05 In determining whether or not the cost (including materials, planning, design and construction) exceeds a dollar threshold for purposes of determining whether Commission or City Manager approval is required pursuant to Sections 3.03 and 3.04, above, the cost will include the reasonable market value for such work and/or materials, without regard to any

discounts or donations the Tenant may receive for the actual work. Additionally, the Tenant shall not separate projects which should be viewed as a single project for the purpose of avoiding the requirement to seek prior approval from the City Manager or the Commission. Any violation of this section shall be deemed a default subject to the provisions in Article 9 hereinafter.

### **Compliance with Laws**

3.06 Tenant may not use, or permit using, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, alcohol permitting rules and governmental rules and regulations concerning the use of the Premises, including Hazardous Materials Laws.

### **Consideration for Others**

3.07 Tenant will conduct itself, and will cause its officers, employees, agents, and invitees to conduct themselves, with full regard for the rights, convenience, and welfare of other patrons, guests and invitees to Mead Garden. In addition, Tenant will conduct itself, and will cause its officers, employees, agents, and invitees to conduct themselves, with full regard for the rights, convenience and welfare of the adjacent and surrounding properties.

### **Quiet Enjoyment**

3.08 Landlord covenants and agrees that Tenant shall peaceably have, hold and enjoy the Premises with exclusive control and possession thereof during the term and all renewals, free of the claims of all persons whomsoever. Landlord does hereby and shall warrant and forever defend Tenant's right, title and interest to the Premises unto Tenant against the claims of all persons whomsoever.



## **ARTICLE 4**

### **DIVISION OF RESPONSIBILITIES FOR MEAD BOTANICAL GARDEN**

#### **Landlord's Obligations**

4.01 Landlord is responsible to perform the duties assigned to the Landlord as set forth in this Lease and the "Assignment of Responsibilities" document attached hereto as Exhibit "B", the "Assignment of Responsibilities" document. Employees of the City of Winter Park shall not be subject to the supervision or direction of the Tenant or any agent or employee acting on behalf of the Tenant. However, the Tenant may make suggestions to and requests of the Director of Parks and Recreation or his or her designee, and the Director (or designee) shall give due consideration to suggestions for improvement in Landlord's fulfillment of its obligations pursuant to the Assignment of Responsibilities attached as Exhibit "B".

#### **Tenant's Obligations**

4.02 Tenant is responsible to perform the duties assigned to the Tenant as set forth in this Lease, including Exhibit "B", the "Assignment of Responsibilities" document. Tenant shall be responsible for employment of staff or volunteers reasonably necessary to fulfill Tenant's obligations. Landlord shall not supervise or direct the Tenant or any volunteer, agent or employee acting on behalf of the Tenant. However, the Landlord may make suggestions and requests directed toward the President or Chairperson of Mead Botanical Garden, Inc. (or their designee), and the President or Chairperson (or designee) shall give due consideration to suggestions for improvement in Tenant's fulfillment of its obligations pursuant to the Assignment of Responsibilities attached as Exhibit "B". Whenever the Tenant is responsible for employment of staff in order to fulfill an obligation of the Tenant under this Agreement, the Tenant may satisfy that obligation by using a volunteer or volunteers for such purpose. However, Tenant is responsible for the conduct and activity of the volunteers while on the Premises of Mead Botanical Garden and while performing services in the course and scope of the Tenant's responsibilities under this Agreement. Tenant shall perform background checks that are required by the State of Florida and Florida Statutes for all employees and volunteers who work in any educational component of the program or who may have contact with children (i.e., legal minors defined as persons under the age of 18 years) during the course and scope of their performing services on behalf of Tenant. Notwithstanding the general agreement that Landlord will not supervise Tenant's employees and volunteers, the Landlord shall have all police powers reserved to the municipality, and shall further have the right to direct the removal from the Premises of any employee, volunteer, agent or other person on or about the Premises at the request or sufferance of the Tenant, if the Landlord, or its duly authorized agents or employees, in their sole discretion, determine that the removal of such person is in the best interest of the City of Winter Park.

## **Currently The Tenant Shall Only Have Operation and Management**

### **Responsibilities for Area One**

4.03 For Area Two of the Premises, Tenant shall only have the permitted uses that are consistent with the obligations of Tenant as set forth in Exhibit "B" ("Assignment of Responsibilities"). The parties acknowledge that in the future they may reach an agreement by which the Tenant will assume additional responsibilities to manage a portion of Mead Botanical Garden. If the parties agree, in the future, to allow the Tenant to assume additional responsibilities, including additional management of facilities or portions of the Premises, then such additional duties and responsibilities shall be set out in a written addendum to this Agreement. Until such time that such an addendum is entered, the scope of duties and responsibilities for the Tenant are set out in Exhibit "B". In the event a future agreement of this nature is reached, the City may, subject to the terms and provisions of such agreement, grant to the Tenant the exclusive right to operate, schedule and manage events and operations in the designated areas; subject, however, to such terms and conditions as the parties shall specify in such agreement.

### **Fundraising**

4.04 The Tenant agrees to keep the City Manager and Director of Parks and Recreation informed regarding fundraising activities. The City Manager and Tenant will work cooperatively so that the City Commission is kept informed of each fundraising activity where the target goal of the fundraising is to raise more than \$50,000.00. Fundraising will be conducted in accordance with legal requirements and consistent with appropriate standards befitting the dignity of the City of Winter Park and Mead Botanical Garden. The Tenant further agrees that earmarked donations, or those donations that are made for a specific purpose, will be accounted for separately and used for the purpose stated. All funds raised through fundraising activity shall be used for the betterment, improvement and/or maintenance of Mead Botanical Garden, except that reasonable expenses and costs of the event and the administration and business expenses of the Tenant may be paid so long as administrative expenses and business overhead are customary and reasonable for similarly situated non-profit organizations. The City Manager and Tenant will agree on procedures by which the financial records of Tenant are periodically made available for review by staff of the City and the Commission of the City of Winter Park.

### **Tenant's Obligation To Comply With City Code**

4.05 The Tenant shall, at all times, comply with all procedures and requirements imposed by the City of Winter Park with respect to fees, hours of operation and other governing procedures for Mead Botanical Garden and municipal parks in general. Notwithstanding, pursuant to the authority herein, the Tenant may request a waiver or variance from any generally applicable

procedure or park rule, but the variance or waiver shall only be effective if the Tenant requests it in advance and receives the waiver or variance from the City Manager (or if delegated such authority by the City Manager, from the Director of Parks and Recreation) or the City Commission, in writing. A requested waiver or variance from park rules will be deemed to be within the authority of the City Manager if the financial impact to the City, as determined by the City Manager, is less than \$50,000.00. However, the Tenant will not make separate requests for waivers or variances from park rules when such should be reasonably viewed as relating to a single topic or circumstance, for the purpose of avoiding approval from the City Commission.

## **ARTICLE 5**

### **TAXES, ASSESSMENTS AND INSURANCE**

#### **Personal Property Taxes**

5.01 Tenant must pay and fully discharge all taxes, special assessments, and governmental charges of any kind imposed during the lease term on the furniture, fixtures, appliances, and other personal property owned and placed by Tenant in, on, or about the Premises. Landlord must pay and fully discharge all taxes, special assessments, and governmental charges of any kind imposed during the lease term on the Premises. Responsibility for any other personal property taxes will be mutually agreed upon in writing by Landlord and Tenant. Landlord will not oppose any effort by Tenant to obtain tax exempt status and to comply with state, federal and local regulations that may exempt the Tenant from the payment of any or all taxes and assessments, but only to the extent that state, federal or local law allows for an exemption from taxation and assessments. Notwithstanding the foregoing, if the City of Winter Park, pursuant to Section 2.01, requires that user fees will be charged for specified uses of the Premises, then this provision shall not apply to such user fees, and the user fees shall be charged in accordance with the requirements that may be imposed from time to time by the City Commission. Notwithstanding the foregoing, the Tenant will have no obligation to pay any tax if it presents an exemption certificate or otherwise demonstrates in accordance with the procedures required by law that it is exempt as a charitable organization from payment of the particular tax. If the Landlord is assessed any tax because of the Tenant's failure to properly document its entitlement to an exemption, then the Tenant shall hold harmless and indemnify the Landlord for any tax assessment, including interest, penalties and costs.

#### **Real Property Taxes, Assessments and Insurance**

5.02 Landlord is responsible for any real property taxes, special assessments, and governmental charges of any kind imposed on the Premises during the lease term. The parties agree that the Landlord is a municipal subdivision of the State of Florida and is generally immune or exempt from real property taxation and special assessments.

### **Tax-Exempt Status of Premises**

5.03 The Premises are currently exempt from taxation under the provisions of Section 196.199, Florida Statutes. It is the intent of the parties that the ownership and use of the Premises pursuant to the terms of this Lease be such as to maintain and continue such exemption from taxation, and Landlord finds that the use of the Premises by Tenant serves or performs a governmental, municipal and public purpose and function, as defined in Section 196.012(6), Florida Statutes. The parties agree to use their respective best efforts to maintain the tax-exempt status of the Premises.

### **Insurance**

5.04 Unless otherwise agreed by Tenant and Landlord, Tenant is not responsible for obtaining property, liability or other insurance on the Premises. However, the Tenant is required to obtain such liability insurance as may be required by the City Manager from time to time to insure the Tenant from and against expenses, liabilities and claims that third parties may have as a result of Tenant's operations of the Premises. Tenant shall make the City of Winter Park an additional named insured on any insurance policy obtained pursuant to this section. Tenant agrees to hold harmless and shall indemnify the City from and against any and all claims, defenses, expenses and matters of any type whatsoever that arise out of or occur during Tenant's operations or maintenance of the Premises pursuant to this Lease Agreement. Tenant assumes responsibility to obtain insurance that may be required by law, including workers' compensation insurance, should it have or use personnel for performance of the duties of the Tenant pursuant to this Lease Agreement.

### **Self Insurance**

5.05 The Tenant may self insure where permitted by law up to an amount of \$5,000.00, without prior approval from the City Manager or designee. However, with the approval of the City Manager or designee (Director of Parks and Recreation or the City's Risk Manager), the amount of self insurance may be increased up to an amount not to exceed \$25,000.00.

## **ARTICLE 6**

### **CONSTRUCTION LIENS**

#### **Construction Liens**

6.01 (a) Tenant will not permit any construction or mechanic's liens to be placed upon the Premises or improvements on the Premises. Tenant will cause any construction or mechanic's lien that is filed on the Premises or on improvements located on the Premises to be discharged of record within 30 days after notice of the filing or imposition by payment, deposit, bond, order of court of competent jurisdiction, or

as otherwise permitted by law. If default in discharge of the lien continues for 30 days after Landlord's written notice to Tenant, Landlord may, at its option, discharge the lien or any portion of it without inquiring into its validity by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings, or as otherwise permitted by law. Any amounts Landlord pays or incurs to remove a construction or mechanic's lien caused by Tenant to be filed against the Premises or improvements on them, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice.

- (b) Landlord's interest in the Premises is not subject to mechanics' liens for improvements made, or contracted for, by Tenant. Tenant must give written notification to all contractors making any improvements on the Premises about this lease provision.

## **ARTICLE 7**

### **DAMAGE OR DESTRUCTION**

#### **Notice to Landlord**

7.01 If the Premises, or any structures or improvements on them, are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a description of the damage and, as far as known to Tenant, the cause of the damage.

## **ARTICLE 8**

### **CONDEMNATION**

#### **Total Condemnation**

8.01 If, during the lease term or any extension or renewal of it, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

#### **Partial Condemnation**

- 8.02 (a) If less than all, but more than ten percent (10%), of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Tenant may terminate the Lease by giving Landlord written

notice within thirty (30) days after the entity exercising the power of condemnation takes possession of the condemned portion.

- (b) If the Premises are partially condemned and Tenant fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Premises is condemned, this Lease will not terminate, but Tenant may, at its sole expense, restore and reconstruct the building and other improvements situated on the Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The fixed rent payable under this Lease will not be adjusted equitably during the unexpired portion of this Lease.

8.03 Landlord and Tenant are each entitled to receive and retain such separate awards and portions of lump-sum awards as are allocated to their respective interests in any condemnation proceedings. The termination of this Lease will not affect the rights of the respective parties to the awards.

## **ARTICLE 9**

### **DEFAULT**

#### **Tenant's Default**

9.01 Subject to the procedures for immediate termination in the event of an emergency breach of this Lease involving significant risk of harm, if Tenant remains in default of any provision of this Lease for more than thirty (30) days after written notice of the default, then Landlord may, at its option, and without further notice to Tenant, terminate this Lease. However, a default shall not result in termination if the default, because of its nature, cannot reasonably be cured despite Tenant's best efforts to cure within thirty (30) days, so long as Tenant works continuously, with reasonable best efforts, to cure the default as soon as possible.

Without limitation, the Tenant shall be in default and Landlord shall have the right to terminate this Lease and remove Tenant from the Premises in accordance with the provisions of applicable law if the Tenant shall breach or fail to perform any obligation imposed upon the Tenant by this Lease, including but not limited to, any requirement or condition set out in Articles 3 and 4 of the Lease, and Exhibit "B" to the Lease. Notwithstanding Tenant's general right to cure after notice within 30 days, the Landlord may immediately terminate this Lease without opportunity for Tenant to cure if Landlord determines that a default by Tenant, or any of its agents, employees or volunteers, is of an emergency nature that presents an emergency or significant risk of harm or loss to persons or property.

#### **Landlord's Lien**

9.02 Landlord shall have a lien on all fixtures, chattels, or other property of any description belonging to Tenant that is placed in, or becomes a part of, the Premises, as security for Tenant's performance hereunder. This lien is not in lieu of, nor in any way does it affect or replace the statutory landlord's lien, and this is a contractual lien in addition to that lien provided under Florida Statutes, Chapter 83. If Landlord terminates the leasehold and re-enters or re-lets the Premises, then Landlord may take possession of all of Tenant's property on the Premises and may either sell it at public or private sale or may use it as a part of the park's operations, in the sole discretion of the Landlord.

#### **Landlord's Default**

- 9.03 (a) If Landlord defaults in performing any term or covenant that Landlord must perform under this agreement, Tenant may do either of the following:
- (i) After not fewer than thirty (30) days' notice to Landlord, Tenant may remedy the default by any necessary action and, in connection with the remedy, may pay expenses and employ counsel. Landlord must, on demand, pay Tenant all sums expended, or obligations incurred by Tenant in connection with remedying Landlord's default. Tenant may, if not reimbursed, in addition to any other right or remedy it may have, deduct these costs and expenses from rent subsequently due under this lease.
  - (ii) Tenant may terminate this Lease by giving Landlord at least thirty (30) days' notice of its intention. If Tenant chooses this option, the Lease will terminate on the date designated in Tenant's notice, unless Landlord has cured the default before the thirty (30) day period expires.
- (b) Landlord's default does not give Tenant the right to withhold payment of rent during the term of the Lease.
- (c) However, a failure as described above shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Landlord within a period of 30 days, and Landlord proceeds to cure the failure with reasonable diligence and in good faith.

#### **Cumulative Remedies**

9.04 All Landlord's and Tenant's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this Lease. All the rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

## **Waiver of Breach**

9.05 Any waiver by Landlord or Tenant of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

## **ARTICLE 10**

### **INSPECTION BY LANDLORD**

Tenant will permit Landlord and its agents, representatives, and employees to enter the Premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Landlord's interest in the Premises or to perform Landlord's duties under this Lease.

## **ARTICLE 11**

### **ASSIGNMENT AND SUBLEASE**

Tenant may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in it or in the Premises or the improvements on them, without Landlord's written consent, which Landlord may grant or withhold at its sole and reasonable discretion. If Tenant sublets, assigns, encumbers, or otherwise transfers its rights or interests in this Lease or in the Premises or the improvements on them without Landlord's written consent, Landlord may, at its option, declare this Lease terminated.

## **ARTICLE 12**

### **MISCELLANEOUS**

#### **Notices and Addresses**

12.01 (a) All notices required under this Lease must be given by certified or registered mail, addressed to the property party at the following addresses:

Landlord: City of Winter Park  
City Hall  
401 Park Avenue South Winter Park, FL 32789  
Attn: City Manager  
With a copy to:  
Director of Parks and Recreation City Hall  
401 Park Avenue South  
Winter Park, FL 32789



Tenant: Mead Botanical Garden, Inc.  
P.O. Box 1227  
Winter Park, FL 32790

- (b) Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with this section.

### **Parties Bound**

12.02 This agreement binds and inures to the benefit of the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

### **Choice of Law**

12.03 This agreement is to be construed under the laws of the State of Florida, and all obligations of the parties created by this Lease are performable in Orange County, Florida.

### **Legal Construction**

12.04 If one or more of the provisions contained in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

### **Prior Agreements Superseded**

12.05 This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

### **Amendment**

12.06 No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

### **Attorney's Fees and Costs**

12.07 If, as a result of either party's breaching this agreement, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

### **Force Majeure**

12.08 Neither Landlord nor Tenant is required to perform any term or covenant in this Lease so long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence, prevent or overcome, in whole or part.

#### **Time of Essence**

12.09 Time is of the essence of this agreement.

#### **Status of Tenant**

12.10 A material consideration for Landlord to enter into this Lease is the fact that Tenant is a Florida not for profit corporation, and is recognized as a Section 501 (c) (3) entity under the provisions of the Internal Revenue Code of 1986, as amended. Throughout the term of this Lease, Tenant shall maintain such corporate status and tax exempt recognition.

#### **No Third Party Beneficiaries**

12.11 There are no third party beneficiaries intended or established by this agreement and only the Tenant and Landlord shall have any rights as a result of or pursuant to this Lease Agreement. No third party shall have standing nor any rights under this Lease Agreement nor may any third party take any legal action to enforce any rights alleged to arise as a result of this Lease Agreement.

[Remainder of page intentionally left blank.]

The undersigned Landlord and Tenant execute this agreement effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

**LANDLORD**

CITY OF WINTER PARK

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

City Manager

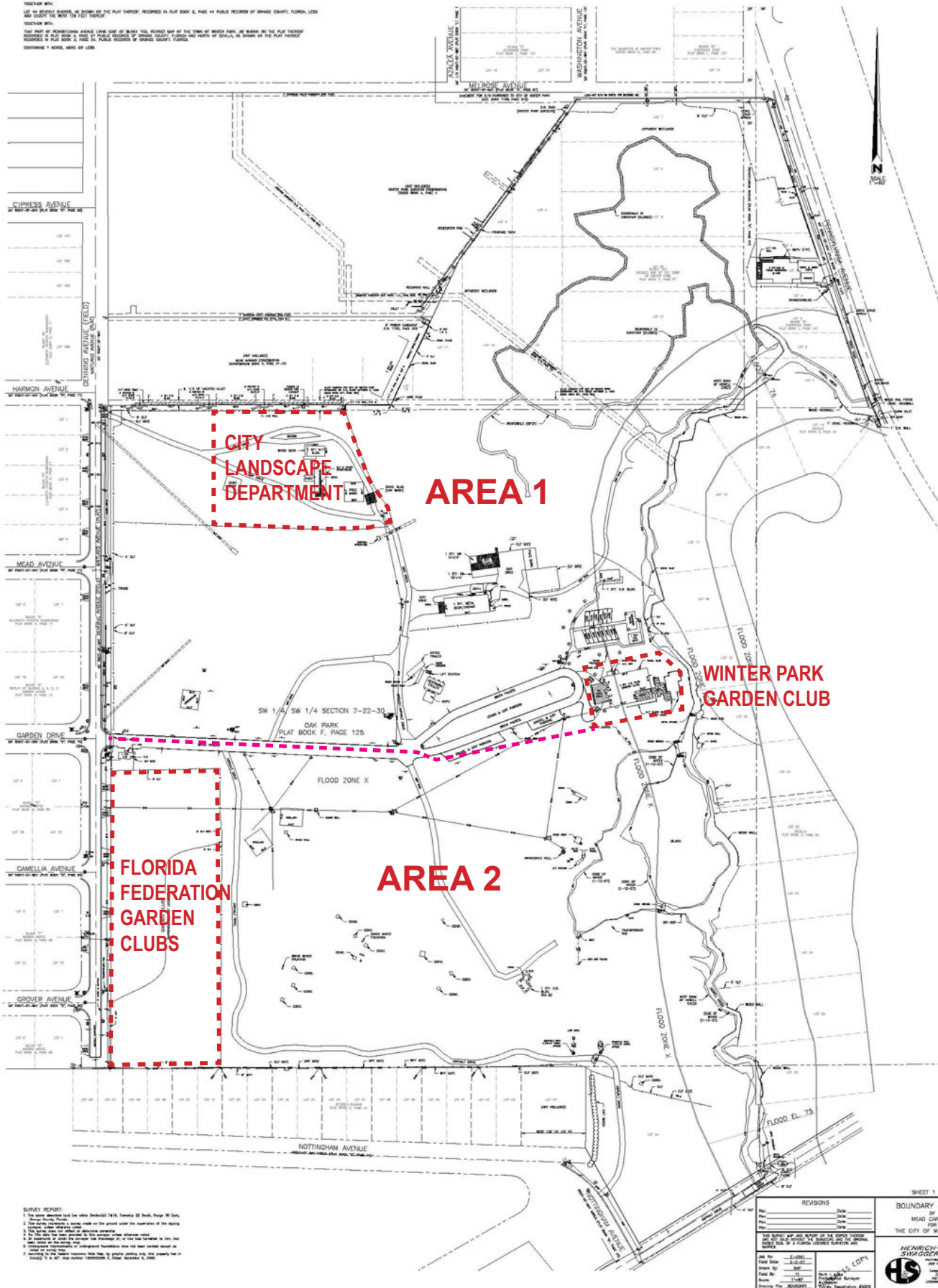
**TENANT**

MEAD BOTANICAL GARDEN, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As its: \_\_\_\_\_

[illegible]



**MEAD BOTANICAL GARDEN - OPERATING AGREEMENT**  
**ASSIGNMENT OF RESPONSIBILITIES**

5-Oct-12

**AREA 1**      **AREA 2**

**OPERATIONS**

Security	CWP	CWP	Ranger and Gatehouse
Administration	MBG	MBG	
Design and Planning	MBG	MBG	
Programming	MBG	MBG	
Scheduling	MBG	CWP	Prior to scheduling an event or committing the use of a facility in either area, MBG and CWP will coordinate scheduling to avoid conflicts.
Insurance (property)	CWP	CWP	
Insurance (events)	MBG	CWP	

**GROUND**

Tree Pruning	CWP	CWP	Will conform to City requirements
Tree Planting and removal	CWP	CWP	
Vine Control	CWP	CWP	
Vine Spraying	CWP	CWP	
Fencing	CWP	CWP	
Mowing	CWP	CWP	
Shrub Pruning	MBG	CWP	
Weeding	MBG	CWP	
Mulch	CWP	CWP	
Plant Beds	MBG	MBG	
Roadway maintenance	CWP	CWP	
New Roads	CWP	CWP	
Signage	MBG	MBG	
Gatehouse Entry Building	n/a	CWP	

**UTILITIES**

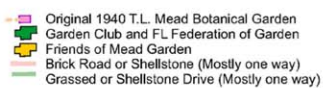
Stormwater sites	CWP	CWP
Water Treatment	CWP	CWP
Creek Edge	CWP	CWP
Irrigation	CWP	CWP
Electricity	CWP	CWP
Trash Removal	CWP	CWP
Communications	CWP	CWP
Water	CWP	CWP
Alum Facility	TBD	TBD

**BUILDINGS/FACILITIES**

Picnic shelters	MBG	CWP	MBG Inc. will supplement the City’s monitoring of conditions and advise City if attention is required.
Environmental Center	MBG	n/a	
Amphitheater	MBG	n/a	
Boardwalk	MBG	n/a	
Discovery Barn	MBG	n/a	
Pole Barn	MBG	n/a	
The Grove	MBG	n/a	
Restrooms	CWP	n/a	
Community Garden	MBG	n/a	
Landscape Department	CWP	n/a	
Garden Club	N.I.L.		
Federation		N.I.L.	



## A collage of four images. Top left: A brown and white owl perched on a tree branch. Top right: A white egret with its crest feathers raised, standing in green foliage. Bottom left: A close-up of a coiled green fern frond. Bottom right: A brown otter standing in shallow water.



## Mead Botanical Garden





## LEGEND

- |   |  |
|---|--|
| <b>1 Main Entrance</b> <ul style="list-style-type: none"><li>Decorative Paving</li><li>Entrance Feature with Decorative Signage</li><li>Decorative Fence and Gate</li><li>Enhanced Landscape</li><li>Decorative Lighting</li></ul>  | <b>12 Camellia Garden</b> <ul style="list-style-type: none"><li>Decorative Signage and Entrance</li></ul>  |
| <b>2 Pedestrian Entrance</b> <ul style="list-style-type: none"><li>Decorative Fence and Gate</li><li>Entrance Column and Signage</li><li>Enhanced Landscape</li></ul>   | <b>13 Discovery Garden</b> <ul style="list-style-type: none"><li>Native Plantings</li><li>Informational Signage</li><li>Brick Walkways</li><li>Mulch Paths</li></ul>                                       |
| <b>3 Environmental &amp; Visitor's Center</b> <ul style="list-style-type: none"><li>Green Building Design</li><li>Florida Vernacular Architectural Style</li><li>Classroom/Office Space</li><li>Visitor's Center</li><li>Restrooms</li><li>Parking</li></ul>              | <b>14 Butterfly Garden</b> <ul style="list-style-type: none"><li>Arbors</li><li>Site Furnishings</li><li>Irrigation</li><li>Water Feature/ Sculpture/ Art</li><li>Brick Path</li><li>Mulch Paths</li></ul> |
| <b>4 City Maintenance Department</b> <ul style="list-style-type: none"><li>Florida Vernacular Style Buildings</li><li>Office/Storage Space</li><li>Maintenance Garages</li><li>Employee Parking</li><li>Pervious Paving</li><li>Decorative Fence, Gate and Wall</li></ul> | <b>15 Wildflower Meadow</b>  |
| <b>5 City Landscape &amp; Horticulture Department</b> <ul style="list-style-type: none"><li>Greenhouse and Shade Structure</li><li>Material Storage Bins</li><li>Office Space</li><li>Pervious Paving and Parking</li><li>Layout Space</li></ul>                          | <b>16 Winter Park Garden Club Demonstration Garden</b>   |
| <b>6 The Mead Heritage House &amp; Garden</b> <ul style="list-style-type: none"><li>Ornamental Plant Collections and Restroom</li></ul>   | <b>17 Restored Wetland</b> <ul style="list-style-type: none"><li>Elevated Boardwalk</li><li>Elimination of Invasive Plants</li><li>Revegetation With Native Wetland Species</li></ul>                      |
| <b>7 Picnic Pavilions</b> <ul style="list-style-type: none"><li>Green Roof</li><li>Picnic Tables, Grills and Trash Receptacles</li></ul>  | <b>18 Pennsylvania Avenue Retention Pond</b>   |
| <b>8 Amphitheater</b> <ul style="list-style-type: none"><li>Terraced Seat Walls</li><li>Grass and Brick Banding</li><li>Stage</li><li>Lighting</li><li>Landscape</li></ul>  | <b>19 Brick Entrance Drive</b>   |
| <b>9 Marsh Ecosystem</b> <ul style="list-style-type: none"><li>At Grade Boardwalk</li><li>Native Wet Meadow Plantings</li></ul>   | <b>20 Pervious Parking</b>   |
| <b>10 Upland Ecosystem</b> <ul style="list-style-type: none"><li>Native Understory Plantings</li><li>Selective Tree Removal and Planting</li><li>Site Furnishings</li></ul>   | <b>21 Hike Trail</b>   |
| <b>11 Clay Pit</b> <ul style="list-style-type: none"><li>Redesigned Stormwater Plan</li><li>Removal of Invasive Plants</li><li>Revegetation with Native Plants</li></ul>  | <b>22 Elevated Boardwalk</b>   |
|   | <b>23 At-Grade Boardwalk</b>   |
|   | <b>24 Nature Trail</b>   |
|   | <b>25 Learning Pavilion</b> <ul style="list-style-type: none"><li>Shade Structure</li><li>Seating Areas</li><li>Outdoor Classroom Space</li><li>Informational Signage</li></ul>                            |



Scale: 1" = 60'  
0' 60' 120'

April 20, 2007

# Mead Garden Master Plan (As Amended by FOMG)





## CITY OF WINTER PARK - FEE SCHEDULE

Effective: October 1, 2011

### PARK FEES

#### DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

##### Azalea Lane Playground (20% resident discount):

###### Small Pavilion:

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

##### Central Park:

###### Group Events:

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

##### Central Park West Meadows:

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

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

##### Mead Garden:

###### Group Events:

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

###### Large Pavilion (20% resident discount):

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

##### Fleet Peoples Park:

###### Group Events:

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

###### Large Pavilion (20% resident discount):

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

###### Small Pavilion (20% resident discount):

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



## Commission Meeting Minutes 11/22/10

### a. Mead Botanical Garden Enhancement Visioning and Operational Planning

Mr. Knight stated that he forwarded a memorandum this past week to everyone from Commissioner Cooper dated November 15, 2010 that has some suggested language. Commissioner Cooper said it includes a summary of recommended key point items to discuss and possibly be included (see attached). **Motion made by Commissioner Anderson to adopt a resolution around Section 8 on the keypoints for discussion; seconded by Commissioner Cooper.**

“8. Key points submitted by Commissioner Cooper:

- a. All terms of Letter of Acknowledgement continue.
- b. Approve lease of land under Learning Center. Consider extending to TL Mead Botanical Collection after demonstrated success with ELC.
- c. FMG to cover all operating expenses (including personnel, utilities, and maintenance) for ELC.
- d. Capital Improvement funds to be included in (FY12-15) Capital Plan budget.
- e. Short term renewable lease only on ELC land until success demonstrated.
- f. Lake Lillian, Howell Creek Botanical and Uplands Botanical areas to remain open to the public without entry fee.
- g. City to write all grant request for government grants.
- h. FMG to write all grant request for non-government grants after City approval to pursue.
- i. Process request through Parks Board/Planning & Zoning IAW Schedule A, Letter of Acknowledgement.”

**Motion made by Commissioner Cooper to amend to add item ‘j’, that all fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there; seconded by Commissioner Anderson.**

Commissioner Anderson asked Commissioner Cooper for clarification regarding capital improvements. She explained by reading item 3a of her memo: “City agrees to budget funds (or equivalent in-kind support) totaling \$200,000 per year (FY2012-FY2015), for capital improvements required to implement the seven Mead Gardens Strategic Plan priorities. The level of this funding commitment is conditioned upon municipal revenues remaining stable or increasing in future fiscal years covered by this agreement.” Discussion ensued with each Commissioner sharing their concerns with funding, governance, guidance and vision. Mayor Bradley said he is concerned about hiring someone to create a vision versus starting with some guidelines and then whoever comes helps them fulfill the need.

**Motion amended by Commissioner Anderson that on the motion that says 8d on the keypoints “capital improvements”, if they could substitute a version of page 1 where it says 3a, where they could revise 3a to add “pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds of at least \$200,000 per year”; seconded by Mayor Bradley.**

**Motion made by Mayor Bradley to amend to add item “k” that working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered; seconded by Commissioner Anderson.**

Commissioner Cooper asked for clarification. Mayor Bradley said that they need a director, no matter who pays for it, but he thinks they need permission to do that because they are not going to let somebody else come up with a consultation for land that the City owns without some authority. Commissioner Dillaha suggested that they handle it as two separate items, and to go forward with the environmental learning center first and the second part is the governance item of all of Mead Garden, which she would like to have Director Robert Bowden or a similar consultant to come in and talk to the Commission first as a City and figure out some options.

**Motion amended by Commissioner Dillaha to contain only items 'b', 'c', 'd', 'e', 'f', or to strike 'a', and change 'g' to "the city and FMG will write grant requests" and delete 'k'. Motion failed for lack of a second.**

**Motion amended by Commissioner McMacken to approve item 'b', the lease of land under the learning center contingent upon a proper lease put forward and item 'k', to bring forth the required expertise to help them decide on what other items that they should advance on. Motion failed for lack of a second.**

Jeffrey Blydenburgh speaking on behalf of FMG stated that Robert Bowden has been a part of this process since day one and recommends that he is a part of the plan for moving forward. Mr. Blydenburgh complimented Commissioner Cooper on the document that she produced and said they agree with it and have a few additions to it. He clarified that Mead Gardens should be called Theodore Mead Botanical Garden and that has been the name from the start. He spoke about the 8 points and recommended that item 'a' be included; that item 'b' be extended; they agree with item 'c', capital improvement funds to be included; and item 'e' would be really useful to succeed to have the leasing of a greater area as part of what they are doing.

Mr. Blydenburgh stated that they agree that all 47 acres should be open to the public and their goal should be that there is no admission charge; they suggested that item 'g' and 'h' be governed by the letter of acknowledgement so the City can take the lead on federal grants and FMG would take the lead on private grants; and item 'i' as long as they are running the environmental learning center they are meeting the requirements of the lease and that is what they would promote as a lease negotiation and the hiring of appropriate counsel they clearly support that. He said they offered to have the Director of the American Public Gardens, Dan Stark to assist with this effort and they are proposing to do a work shop that would include Bob Bowden, the director of the Botanical Garden in Vero Beach and Marie Selby Gardens in Sarasota. He said with these points to consider they concur with them moving this item forward.

Mayor Bradley shared his concerns with them wanting a bigger piece of property under the lease and said that he thinks the Commission is not ready to make that step yet since it needs to be further defined and determined. Mr. Blydenburgh said it is more beneficial and explained that if they just had the environmental learning center piece of it and they are not able to address the other areas, it will affect their ability to perform the way the City would like them to perform. Commissioner Cooper stated that she does not see them being inhibited from continuing to work with the City for the entire garden and implement the strategic plan. Mr. Blydenburgh said that is true.

Forest Michael suggested alternate language to use regarding the request for additional property, such as "that the FMG would work with the City to restore the TL Mead Botanical Garden and its facilities" that should accommodate the issue. Mr. Michael also addressed the grant writing items and said in working with the City it can contribute matches towards some of the public grant writing and there should be some collaboration between both FMG and the City.

Upon a roll call vote on the first amendment to add item “j” (to add item ‘j’ that all fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there), Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the second amendment to add item “k” (that working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered), Mayor Bradley and Commissioners Anderson and McMacken voted yes. Commissioners Dillaha and Cooper voted no. The motion carried with a 3-2 vote.

Upon a roll call vote on the third amendment to replace 8d with 3a (and to amend that on the motion that says 8d on the key points “capital improvements”, if they could substitute a version of page 1 where it says 3a, where they could revise 3a to add “pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds of at least \$200,000 per year”), Mayor Bradley and Commissioners Anderson, McMacken and Cooper voted yes. Commissioners Dillaha voted no. The motion carried with a 4-1 vote.

Upon a roll call vote on the overall motion as amended (to add item ‘j’ that all fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there; that working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered; and to amend that on the motion that says 8d on the key points “capital improvements”, if they could substitute a version of page 1 where it says 3a, where they could revise 3a to add “pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds of at least \$200,000 per year”, Mayor Bradley and Commissioners Anderson, McMacken and Cooper voted yes. Commissioners Dillaha voted no. The motion carried with a 4-1 vote.

For clarification purposes, the final adoption motion is as follows:

- a. All terms of Letter of Acknowledgement continue.
- b. Approve lease of land under Learning Center. Consider extending to TL Mead Botanical Collection after demonstrated success with ELC.
- c. FMG to cover all operating expenses (including personnel, utilities, and maintenance) for ELC.
- d. Pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds (or equivalent in-kind support) of at least \$200,000 per year (FY2012-FY2015), for *capital improvements* required to implement the seven Mead Gardens Strategic Plan priorities. The level of this funding commitment is conditioned upon municipal revenues remaining stable or increasing in future fiscal years covered by this agreement. The plan and strategy will include a feasibility evaluation of a fee-based botanical garden before the City spends significant sums on the formal area.

- e. Short term renewable lease only on ELC land until success demonstrated.
- f. Lake Lillian, Howell Creek Botanical and Uplands Botanical areas to remain open to the public without entry fee.
- g. City to write all grant request for government grants.
- h. FMG to write all grant request for non-government grants after City approval to pursue.
- i. Process request through Parks Board/Planning & Zoning IAW Schedule A, Letter of Acknowledgement.
- j. All fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there.
- k. Working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered.

**CITY COMMISSION WORK SESSION**  
**December 12, 2011**

The work session was called to order by Vice Mayor Steven Leary at 2:00 p.m. in the Rachel D. Murrah Civic Center, 1050 West Morse Boulevard, Winter Park, Florida.

Members present:

Mayor Kenneth Bradley (arrived 2:04 p.m.)  
Commissioner Steven Leary  
Commissioner Sarah Sprinkel  
Commissioner Carolyn Cooper (arrived 2:05)  
Commissioner Tom McMacken

Also present:

City Manager Randy Knight  
City Attorney Larry Brown (arrived 2:11 p.m.)  
Deputy City Clerk Michelle Bernstein  
Jeffrey Blydenburgh

This meeting was a work session with no public input.

Mead Garden Lease Agreement

This work session was to discuss the Mead Garden Lease Agreement with the City.

Executive Director Jeffrey Blydenburgh representing Mead Botanical Garden, Inc. provided a PowerPoint presentation titled "Business Plan - December 2011." He summarized their mission and vision, garden operations, organizational structure, operating policies, programs and events, partnerships and alliances, facility rentals, financials, project status, marketing and public relations and the chart of responsibilities from the lease agreement.

Mr. Blydenburgh spoke briefly about the operating and capital expenses in the FY2011-2012 budget that was presented. He mentioned that if they can raise \$500,000 in the next year they will have a balanced budget. He explained that the most important task is to raise awareness and funds and with focused marketing efforts, Mead Botanical Gardens, Inc.'s goal is to increase rental revenue for existing facilities by 15%. Mr. Blydenburgh also mentioned that rental customers will be required to provide proof of insurance, as currently required by the City's policies.

In summary, Mr. Blydenburgh indicated that they are looking to gain approval of the overall lease from the City so they can continue with their plans to operate and run the garden. He clarified that they are requesting that the lease be for the entire garden and not just the Environmental Learning Center.

Mr. Blydenburgh answered questions. Discussion ensued regarding educational programming, fundraising events, entire garden lease vs. partial garden lease, lease agreement for building and a separate agreement for operational use, length of lease, insurance and assignment of responsibilities listed in the lease agreement such as maintenance of the gardens, grounds, water, buildings, operations, etc. The Commission mentioned that there are two items that still need to be discussed #1) the definition of an overall successful relationship; and #2) the entire garden lease or not.

There was a question regarding the timeframe for a decision to be made which resulted in an agreement to have the Parks and Recreation Board review this item sometime in January 2012, followed by a public meeting with Mead Botanical Garden, Inc. and then bring forward to the City Commission for approval of a joint partnership with Mead Botanical Gardens, Inc. which requires a lease.

The meeting adjourned at 3:20 p.m.

A handwritten signature in cursive script, reading "Cynthia S. Bonham". The signature is written in dark ink and is positioned above a horizontal line.

City Clerk Cynthia S. Bonham





O-110—Waterfall in the Mead Botanical Garden,  
Winter Park-Orlando, Fla.

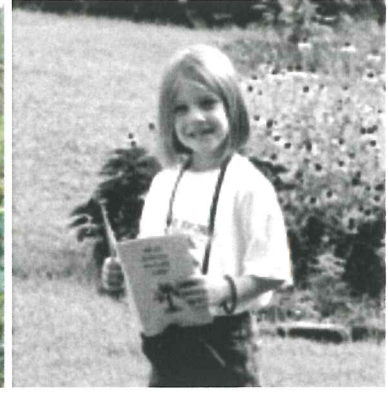


Mead Botanical Garden

Challenge the intellect,  
engage the imagination and  
enrich the human spirit  
through experiences with  
nature and a full spectrum of  
sciences and the cultural arts

Business Plan - December, 2011





# MEAD BOTANICAL GARDEN, INC., BUSINESS PLAN

December, 2011

## A. INTRODUCTION & BACKGROUND

Since its inception 75 years ago, Mead Botanical Garden has benefitted from numerous public-private partnerships. Private and public land donations, public works grants, philanthropic gifts, municipal management and decades of volunteer service by gardeners and horticultural club members, bird lovers and civic, community and professional groups have made Mead Botanical Garden the urban oasis it is today.

Despite this care and attention, the Garden fell into disrepair. But that is no longer the case.

### **The Transition...**

In 2003, the Friends of Mead Garden (now Mead Botanical Garden, Inc.) was founded to restore and revitalize the Garden in partnership with the City. This active group of volunteer citizens worked with other vital partners to embrace the Garden's history and look anew at possibilities for the Garden. The volunteer community leaders' commitment and focused application of their professional skills have resulted in on-going horticultural improvements, educational programming, community vegetable gardens and family-oriented events in the Garden.

Currently, Winter Park's Parks and Recreation Department manages and maintains Mead Botanical Garden. It also rents and schedules venues within the Garden other than the two garden club buildings.

In 2007, the City Commission accepted a Mead Garden Master Plan developed by PBS&J in contract with the city. With a common goal of revitalizing the Garden, in November, 2010 the City Commission approved increased annual funding for the Garden and began discussions of a lease agreement.

Ensuing research and talks about how to optimize resources and ensure sustainable success led to the development of a proposed multi-year lease agreement between the City and Mead Botanical Garden, Inc. Upon execution of the agreement, Winter Park residents will benefit from a well-defined partnership between the City and Mead Botanical Garden, Inc. This partnership will combine and leverage each organization's resources and expertise for the good and success of the garden. In its new role, MBG, Inc. will plan, organize and coordinate management and restoration of the Garden. It will develop a year-round calendar of events and programs, while maintaining close communication with the City's Parks and Recreation department.





## B. MISSION & VISION OF MEAD BOTANICAL GARDEN, INC.

Mead Botanical Garden is a public place where people of all backgrounds and ages come to discover and enjoy nature, horticulture, wildlife, education and the arts.

Mead Botanical Garden, Inc. has developed precise mission, vision and core value statements related to the Garden and its use. These statements are more than words on paper. They serve to guide the plans, decisions and actions made by MBG trustees and staff.

**MISSION:** To challenge the intellect, engage the imagination and celebrate the human spirit through experiences with nature and a full spectrum of sciences and the cultural arts.

**VISION:** To be a developing botanical garden, a sustainable center for the scientific, environmental and cultural life of the central Florida community.

### Core Values that Drive Plans, Decisions and Actions

- Engage all stakeholders in the community
- Consider the interests and needs of all members and the broader community
- Balance accessibility with the need to develop and preserve habitat
- Advocate for "Nature" and its impact on individual and community well being
- Provide multiple formats for learning and enjoying the Garden
- Maximize the synergies among the public, private, and not for profit sectors
- Ensure sustainability (social, biological, financial) for future generations
- Perform all functions and duties without regard to race, color, creed, marital status, sex or age





## C. GARDEN OPERATIONS

Under a proposed lease agreement, Mead Botanical Garden, Inc. will assume managerial, administrative and operational responsibility for the Garden; the City of Winter Park will own the land and structures. A chart showing the detailed delineation of assigned responsibilities is presented in the Addendum to the lease. What the chart can't reflect is the commitment, knowledge, skills and abilities MBG, Inc. and the City are willing to put forth on behalf of the Garden. The generous time and valuable expertise by the Board and MBG volunteers represent hundreds of thousands of dollars in annual contribution to the Garden. Frequent, open and organized communication between the MBG staff and the city will be key to the successful leveraging of this time and talent on behalf of the Garden. All actions and decisions will be made in accordance with provisions of the lease agreement and deed restrictions on the Garden property.

Under the new lease agreement with the City, MBG's responsibilities will include:

- Long and short range planning
- Management of the grounds and facilities
- General and financial administration
- Board and donor development
- City relations and communication
- Program, event and facility planning, marketing and implementation
- Community partnerships
- Project management

The City will be responsible for:

- heavier grounds maintenance including fencing, tree mowing, irrigation, pruning, vine control, spraying and mulching
- storm water sites, water treatment and creek edge maintenance
- the restrooms and utilities
- security
- property insurance

Mead Botanical Garden, Inc., will be responsible for:

- improvement, maintenance and scheduled use of buildings within the Garden, other than the WP Garden Club building and the Florida Federation building.
- grounds maintenance including planting, pruning, weeding and mulching of beds
- development, marketing and scheduling of programs and events
- event insurance

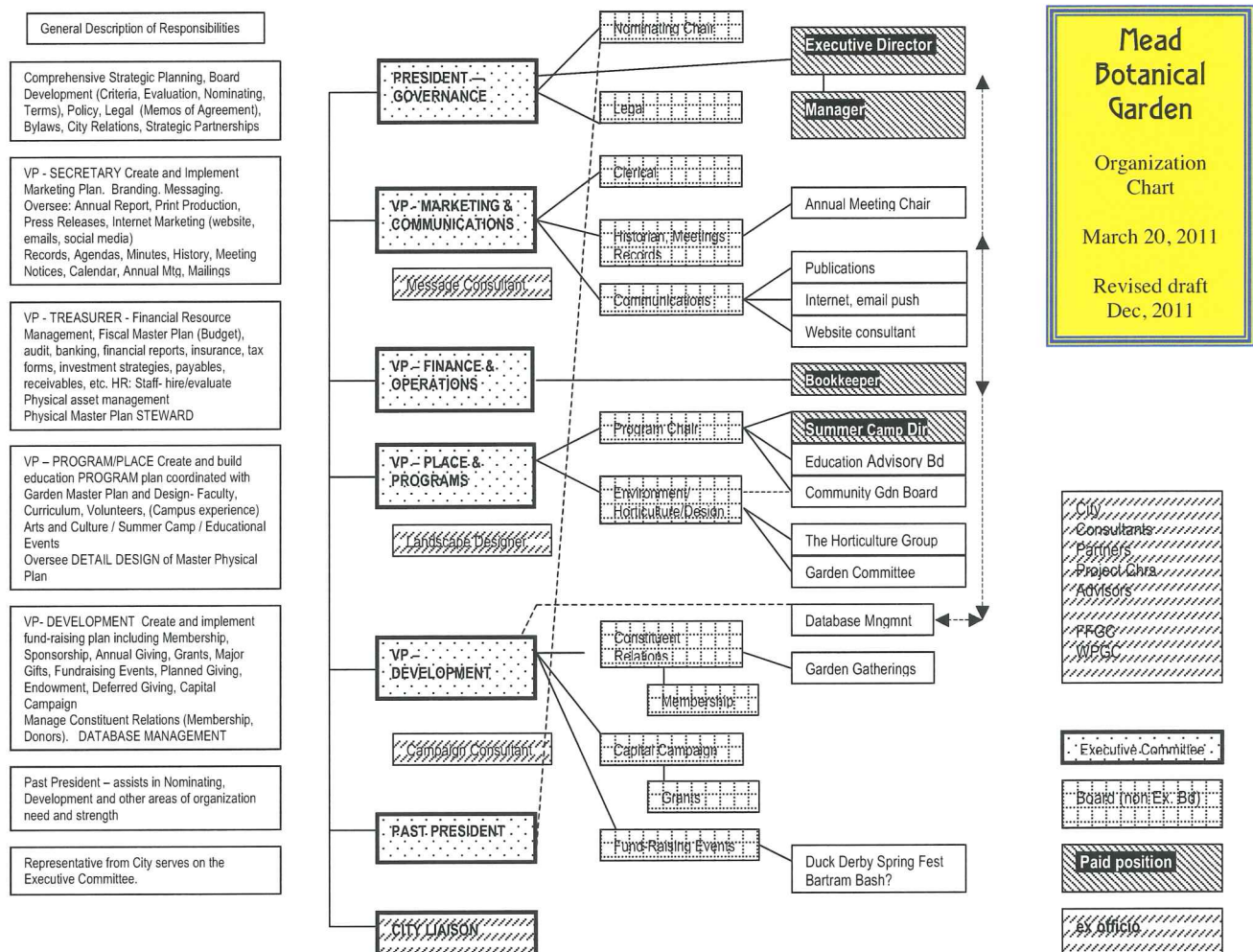




## C (I) Organizational Structure, Leadership, Staff and Key Advisors

Mead Botanical Garden, Inc. is guided by a 12-member Board of Trustees who operate under specific organizational by-laws. The trustees are responsible for strategic planning and implementation, fund development, donor relations, program design and special events. All board members have a good understanding of the community and are actively involved in fund-raising and implementing plans.

The Trustees plan to expand the board to include a representative from the City as an additional member of the Board. Ideally, the Director of Parks and Recreation or a designee would fill this position. Additional board development, increasing the board to 15+ members, will occur in the coming months and years as the operation expands.



## Leadership & Staff

Collectively, the Trustees possess a wide range of professional and civic experience and put it to use on behalf of the Garden. The current Board of Trustees include:

- **Bill Weir, President** — Retired manufacturer and community leader. Bill has been interested in Mead Garden since he was a young boy.
- **Sue Foreman, Vice President, Programs & Place** — Community volunteer, retired science educator, knowledgeworker, tech hobbyist. Sue is a charter member of the Friends of Mead Garden. She leads educational program planning for the Garden, including the Summer Nature Camp.
- **Marcia Frey, Vice President, Message & Records** — Community leader, past-president of the Winter Park Garden Club. Marcia is a charter member and has served on the FMG Board since its inception.
- **Beverly Lassiter, Vice President, Development** — As Founding President, Bev led the formation of the Friends of Mead Garden in 2003, and served as president until 2007. Professionally, her work included community relations, special events planning, fundraising, and advocacy liaison with statewide women's organizations. She served as President of the Winter Park Garden Club, 2001-2003.
- **Stephanie Dang Murphy, Vice President, Treasurer** — Stephanie is a managing director at SunGate Capital, a private equity firm. Prior to joining SunGate, she served as a national security specialist in the Office of the US Secretary of Defense.
- **Beachy Harrell** — Duck Derby and Spring Fest Chair, community volunteer Emily "Beachy" Harrell joined the board in 2009. Beachy is working to expand the event to include more gardening experiences and plant sales.
- **James Johnston** — Attorney, Shutts & Bowen. James joined the board in 2010. He helps guide the organization in review of contracts and agreements.
- **Susan League** — Susan joined the board earlier this year. She brings extensive experience in the arts business. She has served on the Board of Visitors of the Cornell Fine Art Museum, and currently is a volunteer for the Atlantic Center for the Arts.
- **Dori Madison** — Past President, 2008-2010 and charter member, Dori led the Trustees through major organizational transitions, important next steps in the Master Plan and initial planning stages for the Environmental Learning Center. Dori is Director of Business Development for Vaneasse Hangen Brustlin (VHB), a transportation, land planning and environmental engineering firm.
- **Beverly McNeil** — Beverly is MBG, Inc.'s newest board member. Beverly is responsible for commercial real estate at Rollins College.
- **Alice Mikkleson** — Master Gardener and Community Leader, Alice and the late Rene Kelly were honored in 2009 by the City of Winter Park for their diligence and determination in cleaning up Mead Garden. With horticulturalists Randy Knight and Ann Clement, Alice leads a weekly group of volunteers doing "whatever it takes."

Currently, Mead Botanical Garden employs **two staff members**: an executive director and a manager of operations who operate under direction of the of executive board.

**Jeffrey Blydenburgh, Executive Director** — Jeffrey was Board President in 2010. He is a charter member of FMG and served on the board continuously since 2004. Jeffrey's professional experience as an architect includes over 30 years of managing projects in the US and internationally.

**Cynthia Hasenau, Manager of Operations** — Cynthia joined the staff this fall. Previously, at Rollins College she held positions as Director of Executive Education and Director of the Corporate Learning Institute. Her department also managed the Rollins Summer Day Camp. At The Orlando Sentinel, she was responsible for Employee Relations & Training, Environmental Health & Safety and Security.

The board will launch a search for an Executive Director in early 2012 to ensure successful operation of the Garden and execution of its strategic and master plans. Selection criteria will include experience overseeing a botanical garden, donor development and program development.

Two City of Winter Park employees are assigned to oversee the grounds maintenance of the Garden.

## Board of Advisors

MBG, Inc. benefits from experienced and expert Advisors who provide valuable expertise in the following areas:

- horticulture, forestry and gardening
- environmental resources, including lakes and waterways
- land planning and landscape architecture
- parks and recreation
- fundraising and donor development
- childhood and adult education
- cultural arts
- communications, branding



## C (2) Operating Policies

In operating the Garden, MBG, Inc. will comply precisely with all terms of the lease agreement. Following approval of the lease, MBG, Inc., will rely on the City's current Parks and Recreation Department Mead Garden Rules and Standards for Use. Should the need for revision arise in the future, MBG, Inc. will confer with the City before making any adjustments.

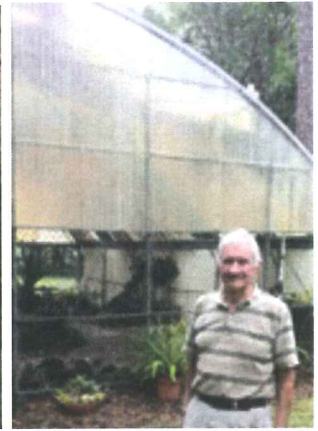
MBG's Board of Trustees operate under specific and detailed organizational by-laws. The organization also complies with all regulations and IRS codes required to run a 501(c)3 non-profit organization.

## C (3) Programs and Events

Programming is an essential ingredient in the viability of Mead Botanical Garden. To insure open access to most of the garden, we will develop, market and conduct mission-driven programs. These programs will build a family of supporters for the Garden that will lead to increased financial investment by the community. This support will then be used to develop more programs.

Planned programs and events will include offerings for people of differing ages, demographics, interests and income levels. The focus, schedule and duration of these programs will vary to attract the widest and greatest number of participants while leaving no damage to the natural and restored garden. In fact, most programming includes elements of participant service to make the garden better while they learn.





## Programs

MBG, Inc. plans to develop and operate a vibrant year-round catalog of programs based on the mission, vision and values of the organization. These educational and cultural programs will center on:

- horticulture and gardening
- nature and environment
- wildlife
- wetlands
- the arts
- healthy, fun living

Interest in these types of programs is strong among Winter Park residents, according to the City's *Strategic Recreation Facilities Programming Plan of July 2011*. One purpose for this report was to determine the recreational programming of greatest interest in the community. Survey and focus groups results indicate the programs with the highest interest and likely participation are:

- Cultural and Performing Arts (89%)
- Health/Wellness (85%)
- Nature and Environmental (82%)
- Historical/Cultural/Education/Preservation (81%)

Botanical gardens across the country have successful educational offerings that attract children and adults of all ages. These provide a strong model for MBG, Inc. to emulate. **A key priority in 2012:** research the most successful of these programs. Examine the topics, marketing efforts and development processes behind the programs.

Pricing for programs will vary based on length and program expenses. Discounts will be offered to those who hold MBG membership.





## Summer Camps and Year Round Learning

Programs for children and youth hold a high priority for MBG, Inc. The extraordinary environment at Mead Botanical Garden makes for an irresistible and splendid outdoor classroom. The garden, Howell Creek community garden and wetland areas, combined with activity-based curriculum and gifted science teachers, ensure meaningful, memorable and fun learning experiences.

The community's interest in programs for youngsters was supported in the city's Strategic Recreation Facilities Programming Plan:

*"Nature & Environmental programs were especially popular among households with children under five, 70 percent of whom state they would participate... Among households with school-age children, Nature & Environmental programs would be attended by adults (57%) and children (51%) evenly."*

Educators and environmental experts have designed programs for the Garden and are eager to expand the offerings, always keeping in mind that participants should leave the natural setting in better condition than they find it. The seven goals listed in the document, "**Education Goals in Mead Garden**, Synthesis from Friends of Mead Garden Work Session," created April 19, 2007, continues to inform program decisions:

- ❖ Create environmentally sensitive and responsible citizens by laying the environmental blueprint for future generations.
- ❖ Teach value of eco-systems, stormwater, pollution, technical knowledge about flora and fauna, unique environment to Florida, birding, and how these impact everyday life.
- ❖ Use innovative and creative teaching methods such as eco-tours, nature camps, hands on learning, technology and storytelling year-round by the "garden becoming the teacher."
- ❖ Recognize Mead Garden's historical importance while creating an environmental center where scientist, artist, community, educators, and families learn together.
- ❖ Emphasize importance of waterway education and value and importance of healthy waterways, discovery, personal development and replenishment.
- ❖ Restore sense of adventure and exploration -- regain wildness while emphasizing conservation and sustainability.
- ❖ Maximize educational capacity, which may include relocation of city space so that everything is educational.

Successful programs will be expanded and new programs will be developed. Plans are already underway for MBG's Summer Day Camp for elementary, middle and high schoolers. Experience tells us this will be a highly popular and successful learning experience. Year-round children's activities tested last year will be launched in full as the Mead team jells and capacity grows:

- Children's book club in the Garden
- Guided nature hikes and scavenger hunts
- Nature Ranger Mobile Arts & Crafts Cart
- Young Naturalists Club
- School field trips







### Concerts, Lectures, Cultural Performances and Classes

A variety of outdoor performances and lectures can be offered year-round. Among the 47.5 acres, several venues are available:

- the Greenhouse - in final stages of restoration with collections and propagation under way
- the Discovery Barn - repurposed in the spring of 2011 and used for summer camp and meetings
- the Pole Barn
- the Community Garden - with a vital organization of gardeners
- the covered picnic pavilion
- the (to be revitalized) Amphitheater
- The Grove and Pavilion - phase I will be complete in May 2012

MBG will actively market The Grove and Pavilion as an ideal location for outdoor concerts, performances, lectures and classes. The Florida Symphony Youth Orchestra has committed to perform up to six concerts per year starting in May 2012. As a central local management entity MBG can coordinate the use, improvement and maintenance for smooth operations.

### Horticultural, Nature, Wildlife and Wetlands Programs and Volunteers

MBG and the community benefit from volunteers and enthusiasts who are willing to share their expertise in horticulture, gardening, wildlife and the wetlands. We are purposefully expanding the number of relationships with local plant societies, wildlife & environmental groups and educators. These individuals and organizations are key to vibrant, relevant programs that attract new constituents and stakeholders to the Garden.

A team of dedicated volunteers, consultants and city employees work together tirelessly and with enthusiasm in various areas of the Garden: planning, planting, weeding, pruning and mulching, as well as teaching and leading tours. Four uniquely qualified resources are Forest Michael, Randy Knight, Ann Clement and Emily Ruff. These individuals bring differing but essential areas of expertise in landscape architecture, horticulture, gardening and herbs. They generously share their knowledge and skills with others, expanding the base of horticultural resources from which the Garden can draw. Orange Audubon Society members led weekly birding walks, and even loaned binoculars.



Periodic service projects performed by local civic organizations, churches, home schoolers and youth groups not only improve the Garden, but teach important lessons and spark interest in MBG programs.



## Events: Sponsored by both MBG & by other community groups

Special events offer excitement and build community. MBG plans to host at least three public events per calendar year. The annual Duck Derby & Spring Fest not only raises funds for the Garden, but is a source of great family fun and business development. The Fall Harvest Festival and the Annual Camellia Society Show events came to Mead in 2011 using the garden as well as facilities of the Winter Park Garden Club. Attracting other appropriate externally sponsored events will continue to be a priority for MBG, Inc.

## C (4) PARTNERSHIPS & ALLIANCES

Partnerships multiply the impact Mead Garden has on the community. Active relationships with Orange Audubon Society, Winter Park Rotary Breakfast Group, Kiwanis, Florida School for Holistic Living, Rollins College, the Camellia Society and the Florida Symphony Youth Orchestra are examples of how the community can benefit from purpose-driven alliances. All are key to bringing new expertise and constituents to the Garden.

Relationships with Winter Park's 9th Grade Center, the Foundation for Orange County Public Schools and other Central Florida educators are invaluable. They continue to open doors to talented teachers, appropriate educational programming and marketing opportunities.

MBG's partnership with the Florida Symphony Youth Orchestra is resulting in construction of The Grove, including a multi-purpose performance and educational pavilion...a vivid example of the power of the partnership between the city and the not for profit MBG.

In the design and construction arena, Winter Park Construction, TLC, Baker Barrios and CDM are all working partners who provide improvement to the Garden through generous in kind and donated service.

MBG, Inc. will be continuing while expanding the interactive relationship with the Winter Park Garden Club and the Florida Federation of Garden Clubs. We will explore ways to support their missions and to leverage the complimentary resources of these organizations for the good of all.



## C (5) FACILITY RENTALS

Under the new management model, MBG, Inc. will be responsible for marketing, scheduling, renting and maintenance of all venues in the Garden. Our goal is to make Mead Botanical Garden a the top-of-mind choice for family gatherings...a premier destination for outdoor weddings, and special occasion receptions.

The centralized single source for marketing, scheduling and renting of the garden's venues will allow for ease of use by the public, clear branding, accurate evaluation and smooth coordination with construction and maintenance as well as public use. As mentioned above, a stronger affiliation with the WP Garden Club and Florida Federation of Garden Clubs will lead to additional revenue opportunities for them and for the garden.

A key priority for this winter is to develop internal event management operating and staffing procedures. MBG, Inc. plans to conduct a competitive pricing scan of the local area. This will ensure facility rentals are priced appropriately to attract business and maximize revenue.

Marketing initiatives will target:

- wedding and special event planners
- caterers
- horticultural societies and environmental groups
- corporate, non-profit and philanthropic organizations
- homeschool and private educational networks
- sporting event marketing groups
- church organizations

For the last three years, the rental revenue for Mead Garden has been in the \$18,000 to \$20,000 range. With focused marketing efforts, MBG, Inc.'s goal is to increase rental revenue for existing facilities by 15% year over year for five years. When complete, the Grove will be an additional source of annual revenue.

Rental customers will be required to provide proof of insurance, as currently required by the City's policies.

## D. THE FINANCIALS

A number of revenue sources will provide for the overall operation of and capital improvements to the Garden:

- annual commitment from the City of Winter Park
- program fees and tuitions
- grants and gifts
- membership dues and donations
- fees and income from facility rentals
- food and drink sales from select events
- special event fundraisers (such as the annual Duck Derby)
- plant sales

The projected donated and earned revenue for 2012 is \$1.14 million. This includes \$750,000 from philanthropic foundations and designated gifts for The Pavilion.

In 2012, the operating expenses are projected at \$152,000 and capital expenses at \$990,000. The Garden will receive approximately \$300,000 for operating and capital expenses budget from the City.

## Mead Botanical Gardens Budget FY 2011 and 2012

	2011 Budget	2012 Budget	Notes
<b>OPERATING EXPENSES</b>			
<b>GENERAL ADMINISTRATIVE</b>			
Insurance	\$1,118	\$1,200	1
Postage and ship	\$938	\$1,000	
Office supplies	\$779	\$1,000	
Telephone	\$482	\$500	
Accounting Svcs	\$4,900	\$4,900	2
Bank Charges	\$200	\$200	
Trailer	\$2,513	\$0	3
Misc	\$117	\$120	
Marketing	\$896	\$1,000	4
Wages, Taxes, Benefits			
Full Time Exec Director	\$10,000	\$50,000	5
Executive Assist	\$7,000	\$35,000	
Program Director	\$15,050	\$0	6
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>\$43,993</b>	<b>\$94,920</b>	
<b>PROGRAMS</b>			
Summer Camp	\$6,429	\$8,675	7
Camp Personnel	\$7,694	\$19,250	
Promotion and Publicity	\$896	\$1,516	
<b>TOTAL PROGRAMS</b>	<b>\$15,019</b>	<b>\$29,441</b>	
<b>DEVELOPMENT</b>			
Consultant	\$4,000	\$4,000	
Printing	\$0	\$3,000	
Events (Duck Derby, Salons, etc)	\$3,846	\$4,000	
Capital Campaign	\$1,500	\$3,000	
Membership Drive	\$1,000	\$0	
Annual Fund (Letters)	\$0	\$2,500	
FR Data Base Expense software	\$500	\$500	
FR Foundation/Development Exp	\$224	\$0	
<b>TOTAL DEVELOPMENT</b>	<b>\$11,070</b>	<b>\$17,000</b>	
<b>PROPERTY (BUILDINGS AND GARDENS)</b>			
Michael Planning	\$4,000	\$10,000	
Tree Replanting	\$198	\$200	
Repairs & Maintenance	\$96	\$100	
<b>TOTAL PROPERTY</b>	<b>\$4,295</b>	<b>\$10,300</b>	
<b>TOTAL OPERATING EXPENSES</b>	<b>\$74,377</b>	<b>\$151,661</b>	
<b>CAPITAL EXPENSES</b>			
Discovery Barn	\$45,000	\$0	
Stage /Learning Pavilion	\$75,000	\$575,000	8
Lawn and Terracing	\$0	\$250,000	
Entry and fence	\$0	\$30,000	
Upper Terrace	\$5,000	\$30,000	



Existing Amphitheater	\$0	\$20,000	
New Garden Road	\$0	\$65,000	
Parking	\$0	\$0	
Greenhouse at Entry	\$505	\$15,102	9
Community Garden	\$15,000	\$5,000	
<b>TOTAL CAPITAL COSTS</b>	<b>\$140,505</b>	<b>\$990,102</b>	
<b>TOTAL FUNDS REQUIRED</b>	<b>\$214,882</b>	<b>\$1,141,763</b>	
<b>REVENUES</b>			
City Revenue	\$0	\$200,000	
Program Revenue	\$600	\$600	
Duck Derby	\$12,874	\$13,000	
Board Contributions	\$28,500	\$6,000	
Summer Camp	\$12,639	\$33,950	
Memberships	\$2,685	\$2,700	
Special Events	\$0	\$5,000	
Grant Revenue	\$0	\$0	
Foundations or private	\$0	\$575,000	10
FYSO - Stage/Pavilion	\$75,000	\$175,000	
In-Kind Greenhouse Contributions	\$0	\$15,000	
Winderweedle	\$35,000	\$115,000	
Discovery Barn	\$45,000	\$0	
<b>TOTAL PROJECTED REVENUES</b>	<b>\$212,298</b>	<b>\$1,141,250</b>	
Balance	(\$2,584)	(\$513)	
1. D&O does not increase for MBG Inc 2. Audit \$3900 plus monthly accounting 3. Trailer has been towed away 4. Marketing expenses per specific activity 5. Full Time Executive Director 6. Camp personnel in Programs section of budget 7. Uses Sue's Scenario A for camp 8. This is based on the \$650K WPCConstruction estimate 9. Based on Sue's Estimates 10. Development Team's Goal			

Grants/major gifts received in 2011 to date include :

- \$30,600 remaining of the \$150,000 gift from Winderweedle, Ward, Haines and Woodman
- \$250,000 to design and construct The Grove/Pavilion

**MBG Trustees actively pursue grants and capital gifts.** Development professionals (Cynthia Wood and Bob Kovacevich) are engaged with the board in this process. Bob Kovacevich conducted a formal development audit in summer 2011. This revealed areas of strength and areas for additional progress. Formal actions were designed and implemented for each element needed to develop and maintain a strong fund-raising/development initiative.

## E. PROJECTS STATUS

The Master Plan guides MBG, Inc. in its decisions about special efforts and improvements to the Garden. The following projects support the Master Plan.

<b>Projects</b>	<b>Funding Source(s)</b>	<b>2011 Expenditure</b>	<b>2012 Expenditure</b>
Discovery Barn	WHWW Gift	\$45,000	\$0
The Grove (Terracing) & Pavilion	Gifts, Grants, FSYO	\$75,000	\$575,000 \$250,000
Pole Barn	Grant for materials pending - Home Depot	\$0	\$2,650
Greenhouse Restoration	Operating Expense	\$6,500	\$15,000
Lake Lillian Wetlands Restoration	St Johns River Water Mmt District, Fish and Wildlife Commission, City of WP		TBD
Entryway	WHWW Gift	\$0	\$30,000
Amphitheater Restoration	WHWW Gift	\$0	\$20,000
Community Garden	WPHF Grant - reapplication pending	\$8,000	\$5,000
Rain Garden near Clay Pit	City Funded with "Horticulture Group" volunteers		
Pocket Park by Community Garden	Keep Winter Park Beautiful (KWBPB)		\$8,000

## E. MARKETING & PUBLIC RELATIONS

To increase community awareness of Mead Botanical Garden and all it has to offer, MBG will develop a comprehensive marketing and public relations plan, with a core marketing message. This is a 2012 priority. MBG, Inc. intends to engage Rollins students at the Crummer Graduate School of Business to help develop a marketing plan for the Garden, its venues and programs.

A greater share of the operating budget will be allocated for marketing in 2012 and 2013 as programs and venues mature. We expect that income from those programs will justify this increase.

Public relations initiatives will correspond with the phased completion of The Grove, the Florida Symphony Youth Orchestra Concerts in May, various plant society activities, the seasonal return of the migratory birds, and MBG-sponsored events such as the Duck Derby and Summer Camp. Increased public interest/awareness generated by well-placed articles in local and statewide publications (i.e. Florida Travel and Leisure) will draw new visitors to the Garden.

## F. SUMMARY

In summary, Mead Botanical Garden, Inc. recognizes the significant responsibility that comes with being a steward of the City's resources. Collaboration with the City, especially with the City Manager's office and the Parks and Recreation department, has been positive and productive. Together they have worked to improve, preserve and beautify Mead Botanical Garden. A committed, lasting partnership is needed to ensure a sustainable, successful Garden. This agreement will truly maximize the contributions, financial and otherwise, of all who care about this unique, historic garden.

MBG, Inc. is dedicated to this enterprise, just as the City is. Together we can and will expand the Community's enjoyment and exploration of the Garden and all it has to offer. .





## G. ADDENDUM

Chart of Responsibilities (from the Lease Agreement)

### ASSIGNMENT OF RESPONSIBILITIES

	MBG Inc	CITY
<b>MAINTENANCE</b>		
<b>GROUND</b>		
Tree Pruning		
Tree Planting		
Vine Control		
Vine Spraying		
Fencing		
Mowing		
Pruning		
Weeding		
Mulch		
Plant Beds		
<b>WATER</b>		
Stormwater sites		
Water Treatment		
Creek Edge		
Irrigation		
<b>BUILDINGS</b>		
Picnic shelters		
Environmental Center		
Amphitheater		
Boardwalk		
Discovery Barn		
Entry Building		
Restrooms		
Landscape Department		
Pole Barn		
Learning Pavilion		
Garden Club (NIL)		
Federation (NIL)		
<b>OPERATIONS</b>		
Security		
Administration		
Programming		
Scheduling		
Utilities		
Insurance (property)		
Insurance (events)		
<b>PROGRAMS AND EVENTS</b>		
Special events		
Picnic		
Weddings		
Performances		
Camps		
Markets		
Classes		



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	October 22, 2012
prepared by department division		approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Pedestrian Bicycle Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

## subject

Denning Drive Corridor Study

## motion | recommendation

If approved for funding by the Winter Park Health Foundation, accept the funding and authorize the corridor study

## background

Denning Drive is a four lane north-south road traversing the entire limits of the City. This corridor touches many institutions, activity centers and connects to a City of Orlando bike trail to the south. Given the historic, and present traffic volume, two travel lanes is more than adequate to convey these trips without congestion. Given these facts, this corridor is an ideal candidate for the "complete streets" concept of adding bike/pedestrian facilities. This concept is a part of the Winter Park Traffic Plan and is highly supported by the Winter Park Pedestrian/Bicycle Advisory board.

In order to assure the feasibility of such a plan, a study is necessary identifying the opportunities and adversities of implementing this plan. City staff has presented a request to the Winter Park Health Foundation to fund such a study estimated to cost \$40,000. A key part of the study is public participation and consensus gathering. A copy of our presentation slides, (Note: some graphics are from previous studies which will become a starting point for this study) and study scope is attached for your review. Currently the Winter Park Health Foundation is reviewing our request.

## alternatives | other considerations

No study will be performed

## fiscal impact

None – at this point if funded by the Winter Park Health Foundation. If it is decided to move forward with project implementation following the study, funds would be needed for design and construction.

## long-term impact

Only if the study is implemented, better bicycle/pedestrian circulation along with parking space creation.

## strategic objective

Quality Facilities and Infrastructure

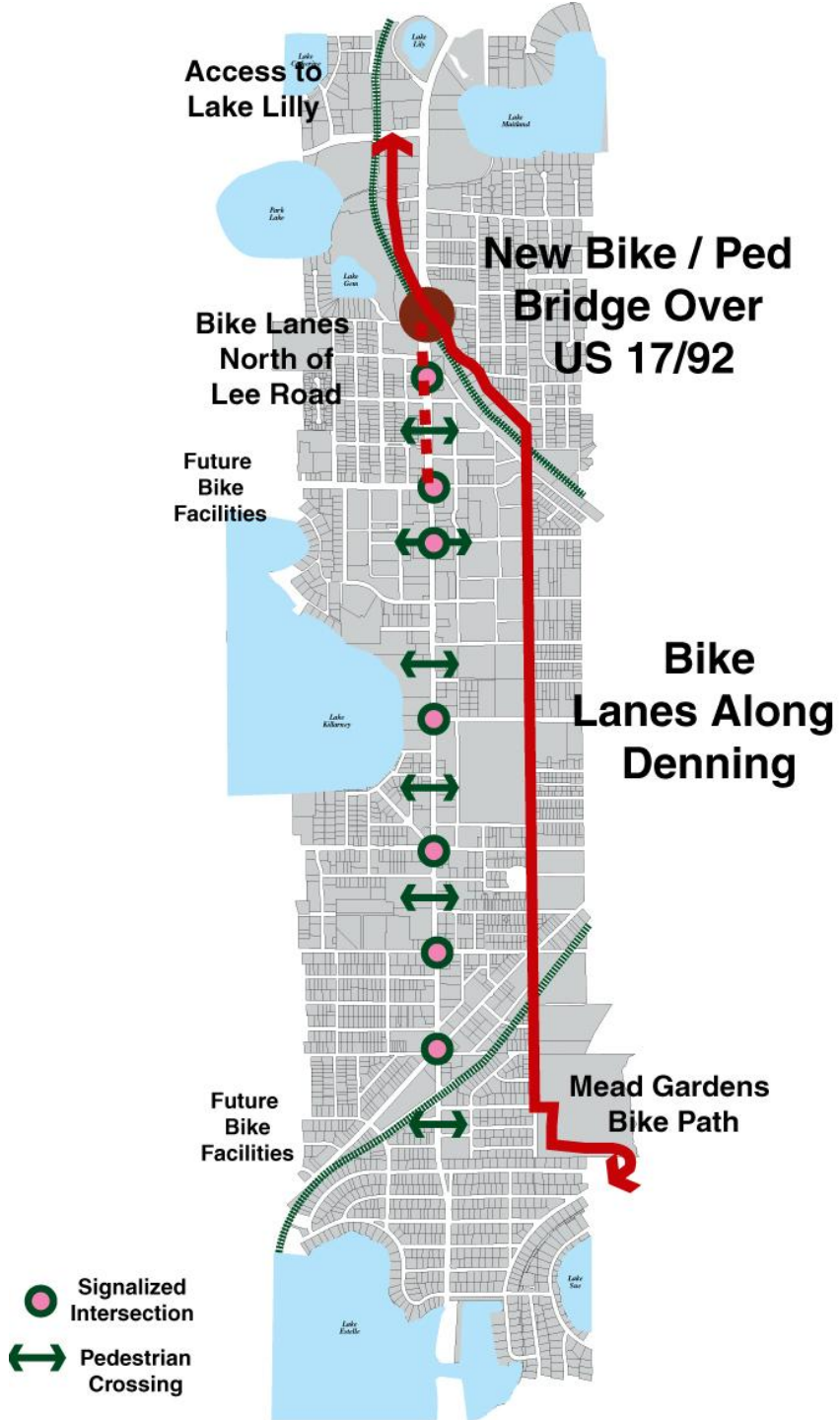


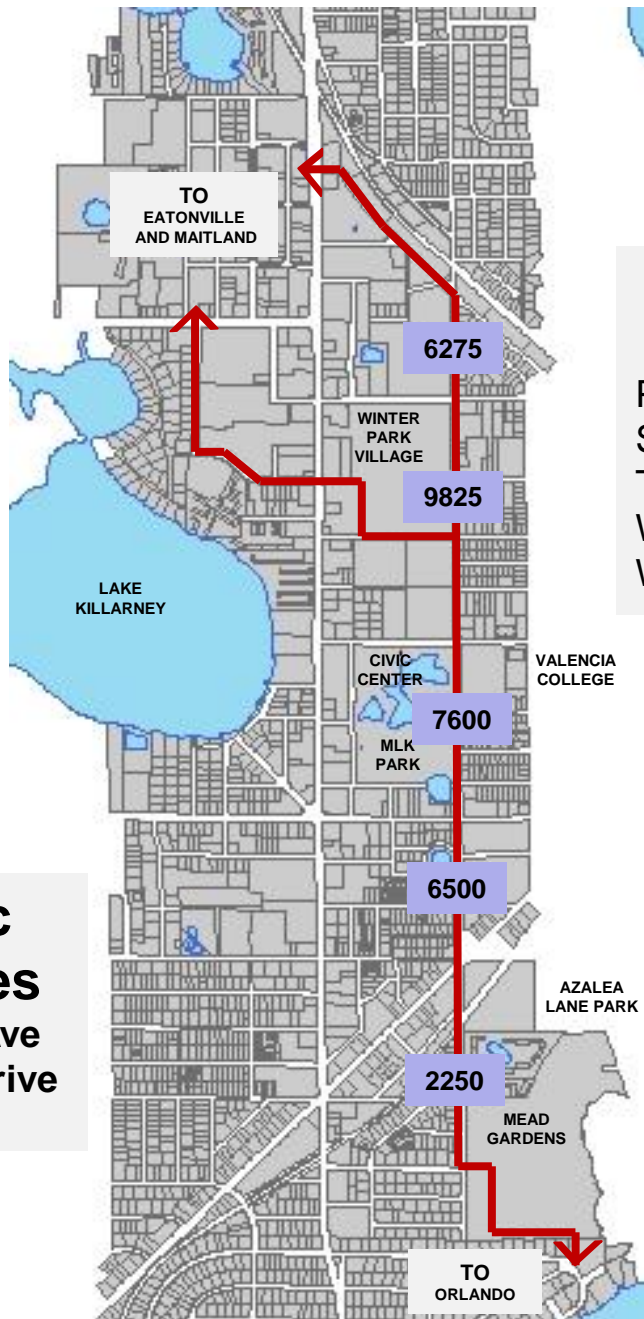
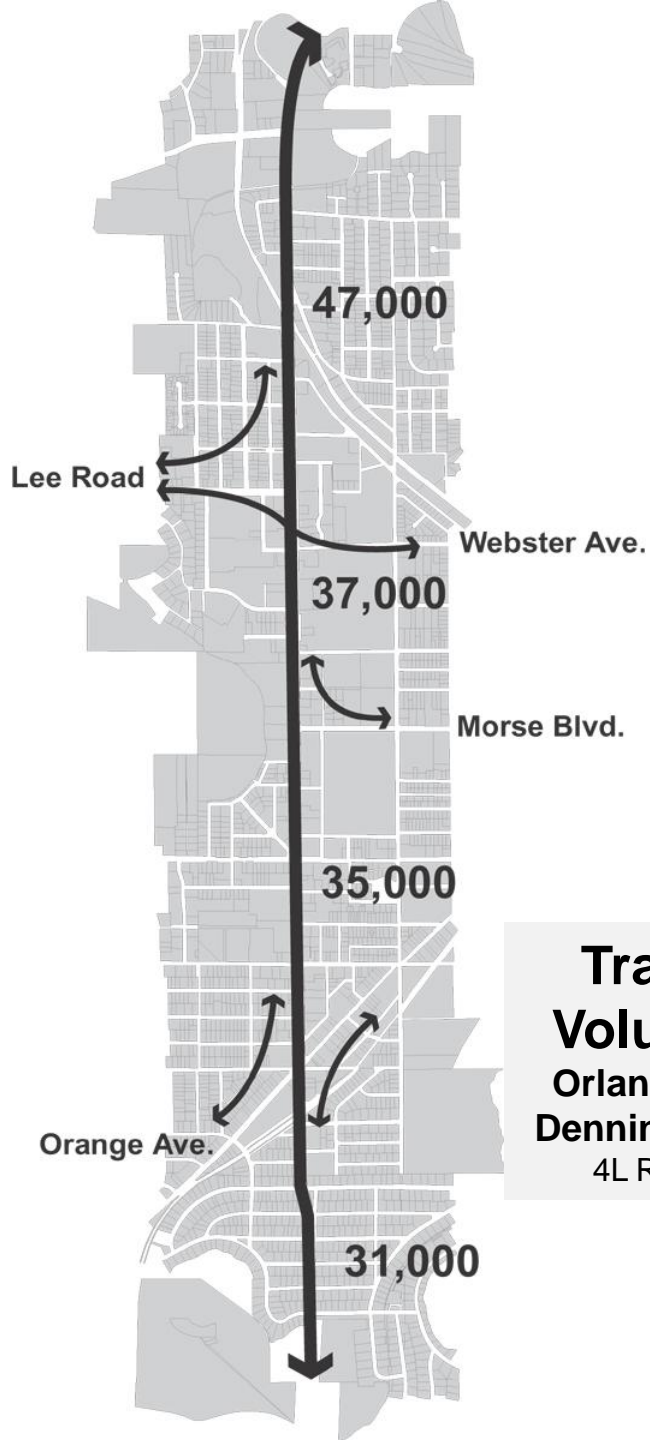
# Denning Drive

City of Winter Park



**Orlando Avenue**  
Master Plan

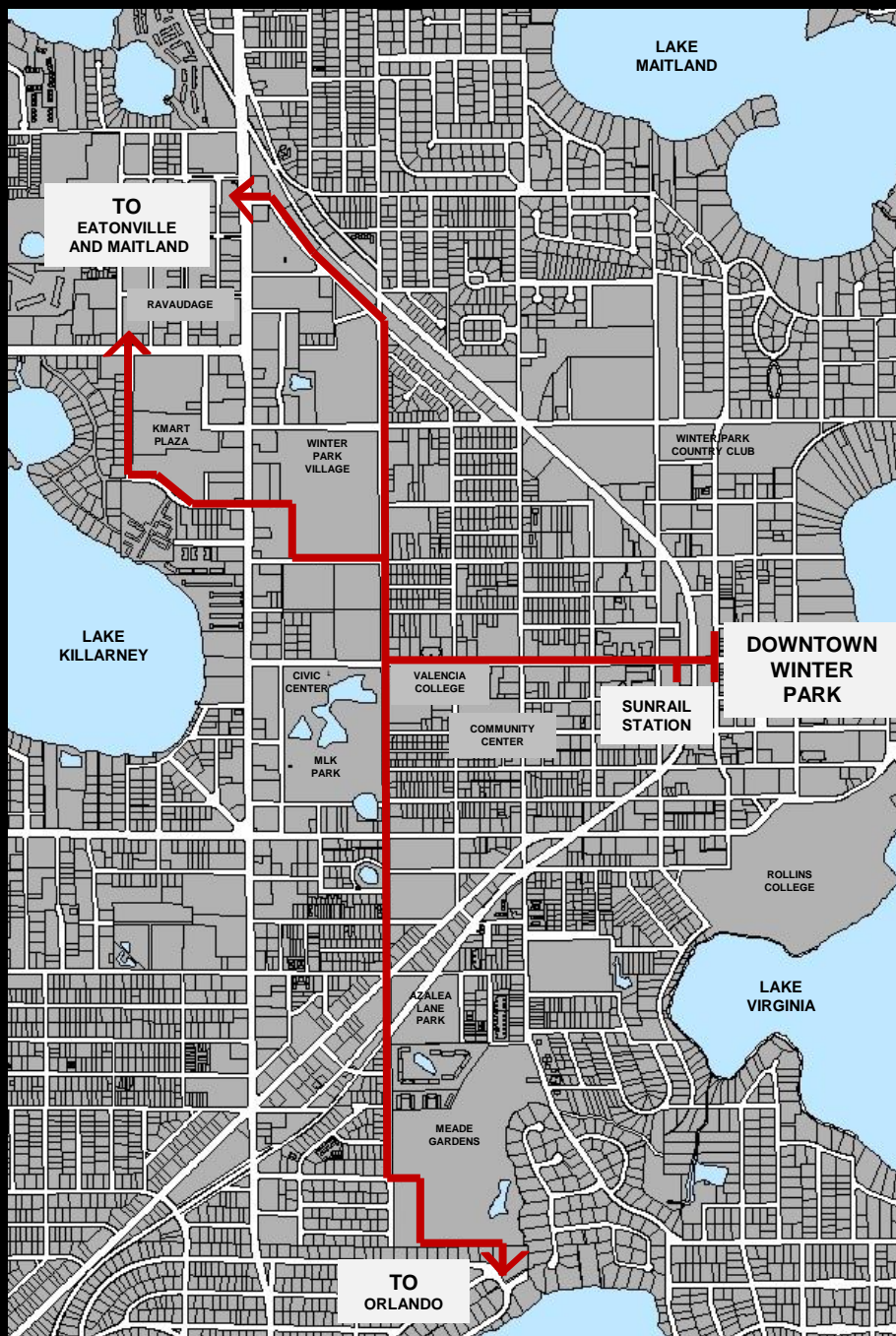




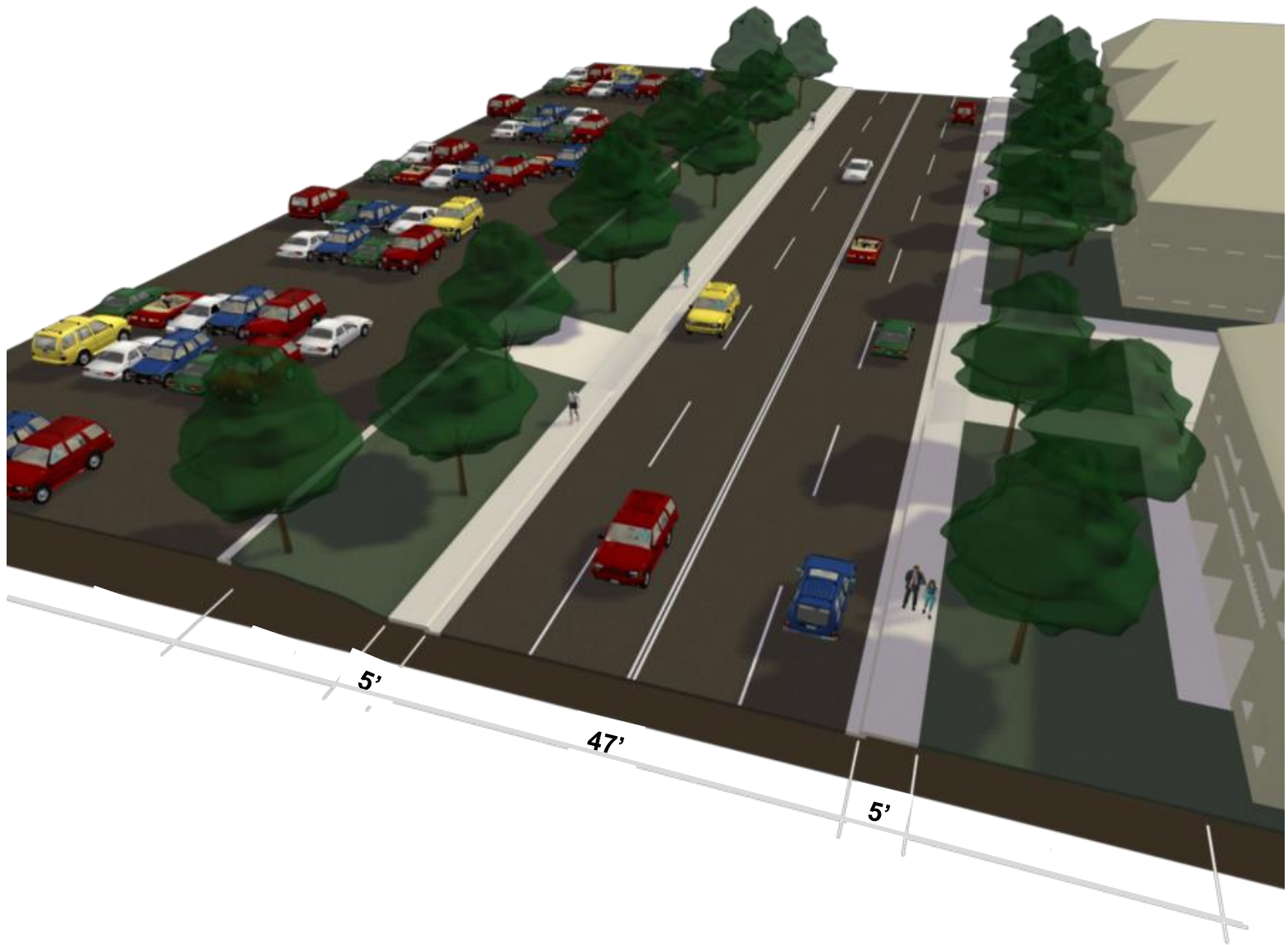
**Traffic Volumes**  
2L Roads

Palmer Ave	- 13,000
S Lakemont Ave	- 21,000
Temple Drive	- 7500
Winter Park Rd	- 7065
Whitehall Drive	- 5544





- Improves North South Cycling Connectivity to Orlando, Maitland, and Eatonville
- Improves Cycling Connectivity to Downtown Winter Park and the Sunrail Station
- Supports Complete Streets Policy
- Supports Comprehensive Plan Goals and Objectives



**Denning Drive - Existing**



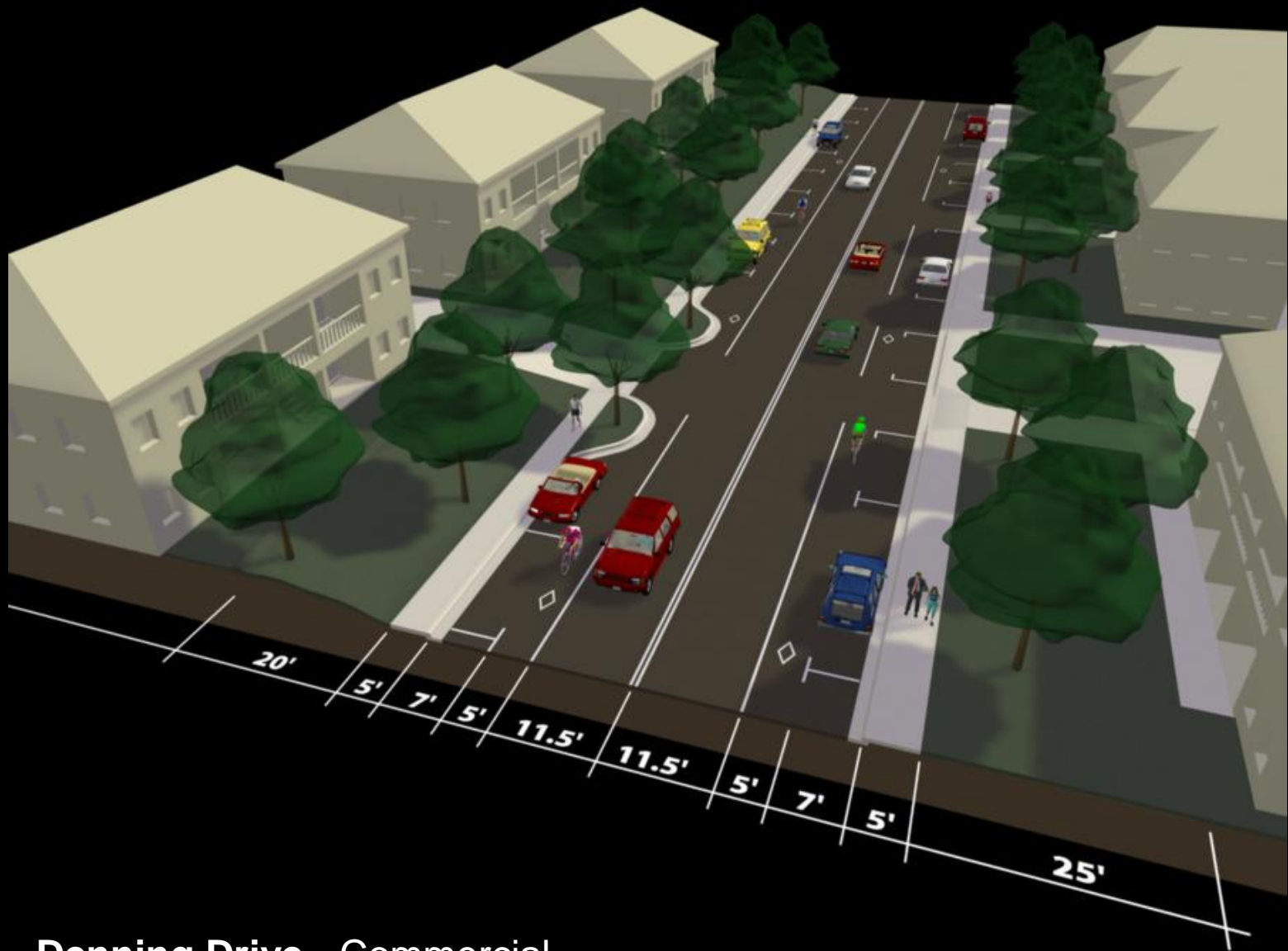
**Denning Drive - Residential**



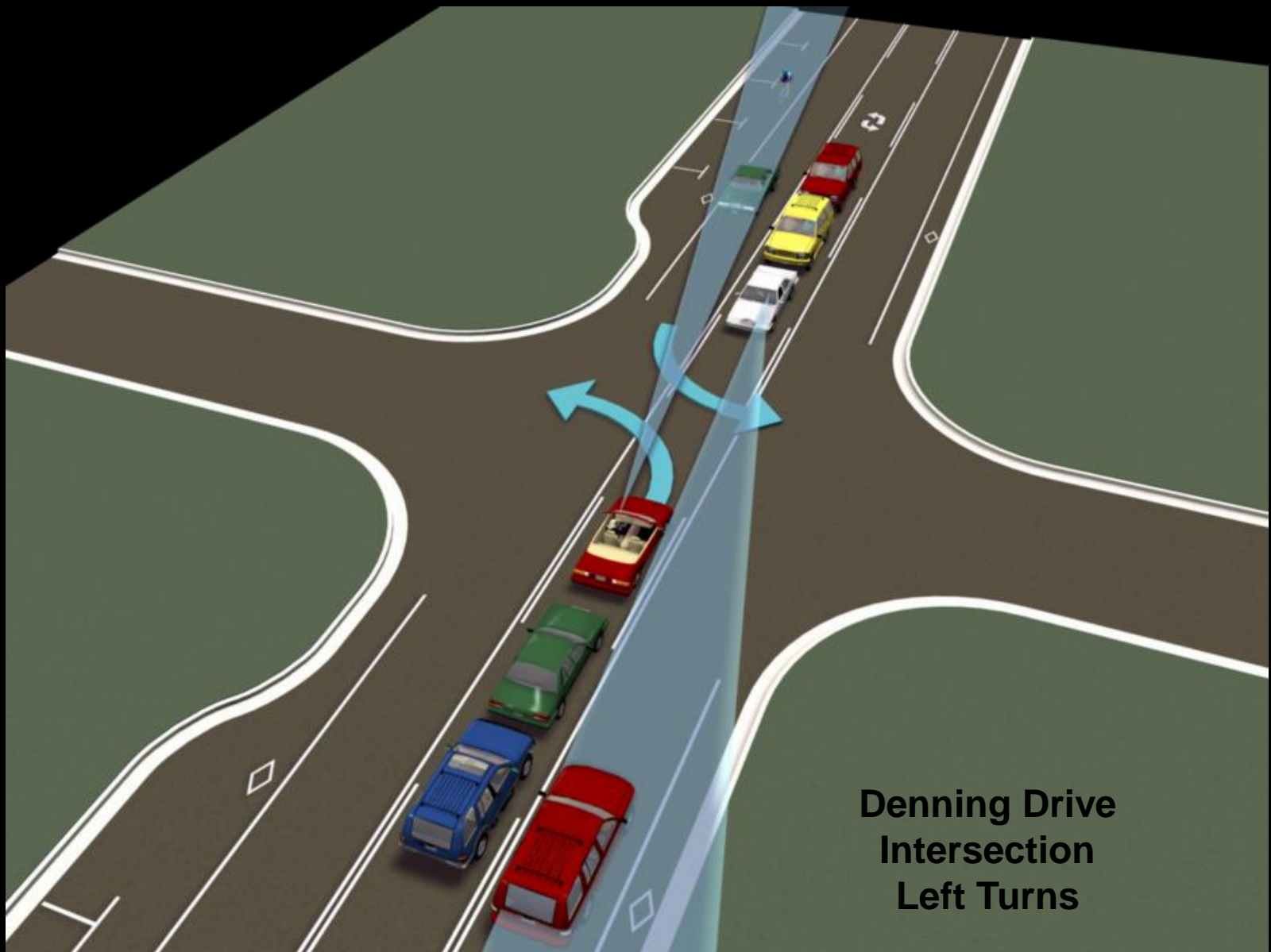


**Denning Drive – Mixed Section**

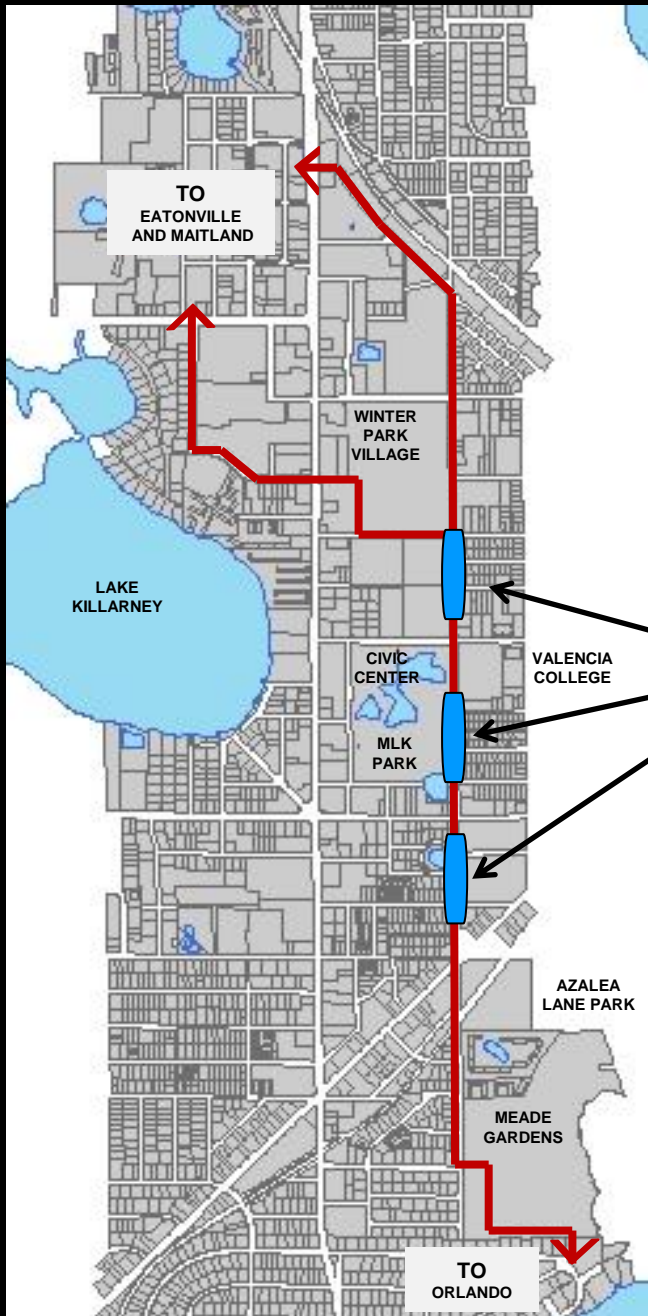




**Denning Drive - Commercial**



**Denning Drive  
Intersection  
Left Turns**



**Denning Drive – Missing Sidewalk**



# Denning Drive

City of Winter Park

Fund the study of Denning Drive supporting the “Road Diet”

Develop final concept design  
Build Public Support thru Public Meetings  
Estimate cost of improvements





## Denning Drive Corridor Analysis Report

### Background

*The Denning Drive Project offers the City of Winter Park a remarkable opportunity to make infrastructure improvements which not only make operational changes along the corridor, but also include a number of quality of life improvements - most notably will be enhancements to bike and pedestrian connectivity in and around the City. The section of Denning Drive under consideration is about 1 ¾ miles long and runs from its southern terminus (near Mead Gardens) north, to the railroad grade-crossing just north of the Winter Park Tech campus (at Solana Avenue). The capacity of the existing four travel lanes of Denning Drive far exceed the traffic volume demands for the roadway. Classified as an urban collector, Denning Drive has traffic volumes ranging from about 6,000 to just under 9,800 vehicles per day. These traffic volumes make Denning Drive an excellent candidate to undergo a 'road diet' which would convert the existing four lane section into a two lane section with the potential for on-street parking and /or bike lanes and pedestrian enhancements. Dedicated left turn lanes will be preserved at the four key intersections along the corridor (Orange Ave., Fairbanks, Morse & Webster).*

*The presence of a number of public facilities adjacent and near Denning Drive, make the addition of bike lanes and enhanced pedestrian facilities of great value to the community. In addition to Mead Gardens, the corridor crosses adjacent to the Rollins College Harper-Shepherd Baseball Field, MLK Park (formerly Lake Island Park), the Valencia College Winter Park Campus, the Winter Park Village and Winter Park Tech. Denning also crosses Morse Blvd. which will provide direct access to the new SunRail Station downtown. Access will also be enhanced to the newly completed Winter Park Community Center located east of Denning on New England Avenue and the Winter Park Civic Center located to the west of Denning along Morse Boulevard. The addition of bike lanes is also consistent with the City's Bicycle Circulation Plan. The Plan shows Denning as a north-south bike route with possible connections to the City of Orlando's Dinky Line Trail to the south and future extensions to the north toward the Rauvadge Development and points beyond.*

*There are several Lynx stops along Denning Drive which will remain - with enhancements where possible. The conversion to a two-lane typical section will also allow the opportunity to consider on-street parking. This will provide needed additional parking particularly in the vicinity of the MLK Park along the southbound lanes and the baseball field along the northbound lanes. Additionally, a revised typical section is expected to encourage lower operating speeds along the corridor*

### Scope of Services

The Consultant shall provide a corridor analysis for Denning Drive from Mead Gardens on the south to Solana Avenue to the north – distance of approximately 1.6 miles. **The corridor analysis will study the conversion of the existing roadway to various typical sections which will accommodate vehicle, bicycle and pedestrian mobility.** The existing intersection configurations (left turn lanes) will remain to accommodate the requisite turn lanes and signal operations. The Consultant shall

perform those services required for the analysis, including consideration of safety, cost and conformance to long range plans, good engineering judgment practices and principles and social effects. All such information will be documented in one report entitled the **Denning Drive Corridor Analysis Report** (herein after referred to as “Corridor Analysis Report”). The tasks included in this Scope of Services can be generally grouped into the following four categories:

- 1) Data Collection
- 2) Meetings and Public Involvement
- 3) Corridor Analysis and Improvement Alternatives Development
- 4) Preferred Improvement Evaluation and Phasing Recommendation

This scope of services addresses each task within these elements and serves to further define specific requirements. The Consultant shall submit all required deliverables and provide specified services within 4 months from the date of the written Notice to Proceed from the City.

### **1.0 Data Collection**

Immediately upon receipt of the notice-to-proceed, the Consulting Team will collect the available data necessary to develop and evaluate a reasonable range of alternative improvement concepts for the project analysis.

#### **1.1 Existing Documents to be Evaluated**

The Consultant shall review the following existing documents during their evaluation:

- |  |                          |
|--|--------------------------|
| 1) 17-92 Master Plan Report (from FDOT PD&E) | 6) Winter Park Report X  |
| 2) Denning (Drive) Conceptual Alternatives   | 7) Winter Park Report X  |
| 3) Denning Drive Charette                    | 8) Winter Park Report X  |
| 4) Denning Drive Design Charette             | 9) Winter Park Report X  |
| 5) Winter Park Report X                      | 10) Winter Park Report X |

These documents will be evaluated to understand the connectivity of this project to other projects in the vicinity.

#### **1.2 Field Investigation**

The Consultant will conduct a field investigation to collect pertinent information on existing roadway characteristics necessary to develop, evaluate and compare the alternative improvement concepts.

#### **1.3 Traffic Data**

The Consultant will obtain existing traffic data from the City for the project limits. This traffic data will be used to establish the basic design requirements for the typical sections and to perform an analysis of the four main intersections within the project limits to establish the required lane geometry / configuration and queue lengths using a Corsim analysis provided by the City. The four main intersections for this project are Denning / Orange, Denning / Fairbanks, Denning / Morse and Denning / Webster.

**1.0 Activity Cost: \$4,000**

## **2.0 Meetings and Public Involvement**

The Consultant shall hold meetings as indicated below.

### **2.1 Project Status Meetings**

The Consultant shall attend four meetings with the City's Project Manager and appropriate City Staff to discuss the project progress, issues, upcoming events and activities. The purpose of these meetings is to maintain clear communication between the City and the Consultant. The Consultant shall prepare a meeting agenda and meeting minutes for each meeting. The four meetings will be held as follows:

- 1) Kick-Off Meeting
- 2) Preliminary Analysis Meeting
- 3) Mid-Project Status Meeting
- 4) Final Project Status Meeting

### **2.2 Small Group Meetings**

The purpose of the small group meetings is to provide coordination with project stakeholders including parcel owners, residents, business, City staff, the Winter Park Health Foundation and other individuals/agencies as directed by the City. The Consultant will attend up to five small group meetings, where informal presentations, handout materials and other discussion items will be presented for discussion. The Consultant shall prepare and distribute meeting minutes following each meeting.

### **2.3 Working Group Meetings**

The purpose of the working group meetings is to provide coordination with a project working group as identified by the City. Possibly including stakeholders, Winter Park Health Foundation, Winter Park BPAC Committee, City Staff and other individuals/agencies as directed by the City. The Consultant will attend up to three such working group meetings, where informal presentations, handout materials and other discussion items will be presented for discussion. The Consultant shall prepare and distribute meeting minutes following each meeting.

### **2.4 City Commission Meeting**

The Consultant shall attend a City Commission Meeting early in the project to obtain input from the Commission. This meeting will be coordinated with the City's Project Manager.

### **2.5 Public Involvement**

#### **2.5.1 Public Information Meeting**

The Consultant shall provide all support necessary for the City to conduct one Public Information Meeting for this project. The Consultant shall prepare a formal presentation, two aerial project boards and distribute sign-in sheets, comment cards and prepare meeting summary.

**2.5.2 Project Status Update Bulletin for City Website**

The Consultant will provide the City with a Project Status Update Bulletin for uploading to the City's website. This Project Status Update Bulletin will be a 1 page (8.5 x 11) document in PDF format that advises the activities/status of the project.

**2.0 Activity Cost: \$7,800**

**3.0 Corridor Analysis and Improvement Alternatives Development**

The Consultant shall perform the following tasks to develop, analyze and compare alternative improvement concepts within the study corridor. The Consultant shall document in the Corridor Analysis Report the design criteria utilized in the analysis process for the improvement alternative concepts.

**3.1 Denning Drive Roadway Segments**

The Consultant will identify distinct roadway segments for the project corridor and document the nature and characteristics of each segment in the Corridor Analysis Report.

**3.2 Typical Sections**

The Consultant will develop appropriate typical section alternatives for the various project segments. The Consultant will document the proposed typical section alternatives and the preferred concept typical sections in the Corridor Analysis Report.

**3.3 Develop and Analyze Improvement Alternatives**

The Consultant will develop up to three alternative concepts for the project area that will include concepts for parking, trail/pedway (including multi-use), bicycle lanes, shared-use lanes, etc. The Consultant will analyze the benefits and impacts associated with the alternative concepts and the results of the analysis will be documented in the Corridor Analysis Report.

**3.4 Evaluation of Alternatives**

The Consultant will prepare an evaluation of alternatives and compare the results of the evaluation in order to clearly identify the most viable / preferred improvements.

**3.0 Activity Cost: \$11,400**

**4.0 Preferred Improvement and Phasing Recommendation**

The Consultant will refine the final recommended improvement concept and document it in the Corridor Analysis Report.

**4.1 Corridor Analysis Report**

The Corridor Analysis Report will be prepared to record and summarize public involvement, alternatives developed, analysis efforts, and the final alternative concept recommendation. The Consultant shall provide the City with a CD containing a PDF of the draft submittal for review.



**4.2 Cost Estimates**

The Consultant shall submit a planning level estimate of probable cost for the recommended alignment concept. The cost estimate will be presented in present day costs. The cost estimate will be included in the Corridor Analysis Report.

**4.3 Phasing Recommendation**

The Consultant shall provide the City with a project phasing recommendation for the improvements proposed as part of the recommended alignment concept. This will provide the City with guidance on how to implement the improvements as funding becomes available to the City. This phasing recommendation will be included in the Corridor Analysis Report.

**4.4 Final Results Presentation**

The Consultant shall attend one City Commission Meeting at the conclusion of the project to report the results of this study to the Commission and the Winter Park Health Foundation.

**4.5 Final Corridor Analysis Report**

Once review comments from the City are received, the Consultant shall provide a final CD containing a PDF of the final submittal. The Consultant shall submit this CD to the City within 30 days from project completion.

**4.0 Activity Cost: \$15,600**

<b>Total Budget Amount.....\$38,800</b>
---

The following items are not included, but can be provided upon request as additional services.

1. Design Survey, Right-of-Way Survey and As-Built Surveys
2. Final Design Services
3. Documentation and services for Right-of-Way involvement or acquisition
4. Environmental Evaluation
5. Contamination Assessments
6. Geotechnical Evaluation
7. Permitting
8. Drainage Improvements
9. Utility Relocation Design
10. Signalization Plans



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	October 22, 2012
prepared by department division		approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval		<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

## subject

City Manager evaluation

## motion | recommendation

A summary of the evaluations will be provided after received from the entire Commission.



# city commission agenda item

item type	Action Items Requiring Discussion	meeting date	October 22, 2012
prepared by department division	City Manager	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

## subject

Discussion of Strategic Plan

## motion | recommendation

Review strategic plan scorecard and work plan and provide input.

## Background

Attached is the draft of the Strategic Plan Scorecard Plan for the Commission's review and comments. You will note that some of the *Initiatives* that received 3 or more dots from the commission do not lend themselves to measurement, except for "Is it done?". Those are highlighted in yellow.

The bubbles highlighted in red were added by staff because they appeared to be needed to complete the category. It should also be noted that there are some bubbles that have no Commission selected initiatives associated with them, for example "Environmental" was a category the Commission established but no Environmental Initiatives received at least 3 dots from the Commission.

The *Measurements* and *Targets* also need to be reviewed and discussed by the Commission.

Also attached is preliminary draft of a *Work Plan* which takes the initiatives and puts the action steps to them. Once the initiatives and measures are confirmed, details of the work plan will be completed.

## fiscal impact

TBD

## long-term impact

Unknown

## strategic objective

N/A



# City of Winter Park Scorecard

## Our Vision

*Be the best place to live, work and play in Florida for today's residents and future generations.*

Strategy Map		Measures	Target	Initiatives
Constituent/ Stakeholder		<ul style="list-style-type: none"><li>• How satisfied are you with City Services?</li><li>• How safe do you feel in WP?</li><li>• Are you aware of educational opportunities in WP?</li></ul>	<ul style="list-style-type: none"><li>• 90% Excellent or Above Average</li><li>• 90% Safe or very safe</li><li>• 80% familiar or very familiar</li></ul>	<ul style="list-style-type: none"><li>• Increase partnership with education institutions “cradle to grave”</li></ul>
		<ul style="list-style-type: none"><li>• Increase commercial property valuation (new and redeveloped properties)</li><li>• Underground Utility Lines</li><li>• Improve SAIDI</li><li>• Create new jobs in WP</li></ul>	<ul style="list-style-type: none"><li>• X% in five year period</li><li>• 4-5 miles per year</li><li>• &lt;60 minutes per year</li><li>• Add xx jobs over next 3 years.</li></ul>	<ul style="list-style-type: none"><li>• Tax base diversification</li><li>• Pension reform</li><li>• Adoption of realistic, actionable CIP</li><li>• Develop parking plan for downtown</li><li>• Continue electrical undergrounding program</li><li>• Continue to implement economic development plan and review</li></ul>
		<ul style="list-style-type: none"><li>• Departments meeting internally established benchmarks</li><li>• Increase available resources to Technology based industry</li></ul>	<ul style="list-style-type: none"><li>• 95% of departments meeting or exceeding benchmarks</li><li>• xx% of City with high speed fiber available</li></ul>	<ul style="list-style-type: none"><li>• Review and update Comprehensive Plan and codes as appropriate</li><li>• Develop master plan for city</li><li>• Assessment of potential efficiencies “right sizing” of city</li></ul>



## City of Winter Park Work Plan

[illegible]



# city commission public hearing

item type	Public Hearing	meeting date	October 22, 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	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		

## **Subject: Resolution to Rescind and Terminate the Development Agreement for 821 - 830 West Swoope Avenue.**

The City of Winter Park and the Patmos Chapel of the Southern Conference of Seventh Day Adventist Church entered into a Development Agreement on March 22, 1994 concerning properties at 821 and 830 West Swoope Avenue. At that time in 1994, Patmos Chapel was planning to expand their sanctuary and desired to use off-site parking across the street from the Church. The City was concerned about night lighting and overnight parking for the off-site parking lot adversely affecting adjacent residential properties so conditions on the use of the parking lot and lighting were approved and recorded in the Public Records via a Development Agreement.

Instead, the Patmos Chapel acquired land for parking behind their Church which allowed them to do the sanctuary expansion with all their parking on-site. This off-site land was then sold off and the Patmos Chapel no longer owns this property. Thus the Development Agreement is null and void. However, it is still recorded in the Public records and is a 'title' issue that needs to be resolved by rescinding and terminating that Development Agreement.

## **Recommendation:**

Approval

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
WINTER PARK, FLORIDA, RESCINDING THE DEVELOPMENT  
AGREEMENT FOR 821 AND 830 WEST SWOOPE AVENUE.**

**WHEREAS**, the City of Winter Park and the Patmos Chapel of the Southern Conference of Seventh Day Adventist Church entered into a Development Agreement on March 22, 1994 concerning properties at 821 and 830 West Swoope Avenue, more particularly describes as follows:

821/830 W. Swoope Avenue: Lot 11 and the East ½ of Lot 10, Block B and Lot 4, Block C, Capens Addition to Winter Park as recorded in Plat Book 'A', Page 95 of the Public Records of Orange County Florida.

**WHEREAS**, the Patmos Chapel of the Southern Conference of Seventh Day Adventist Church no longer owns this property and the Development Agreement is null and void.

**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 and terminates the Development Agreement with the Patmos Chapel of the Southern Conference of Seventh Day Adventist Church as recorded in OR Book 4784, Pages 4046-4048.

**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

THIS INSTRUMENT PREPARED BY:  
City of Winter Park Planning & Community Development Dept.  
401 Park Avenue South  
Winter Park, FL 32789

**CITY OF WINTER PARK  
DEVELOPMENT ORDER NO. 11-CU12:94**

On March 22, 1994, the City of Winter Park issued this Development Order relating to and touching and concerning the following described property:

821 West Swoope Avenue, Winter Park, Florida  
830 West Swoope Avenue, Winter Park, Florida

Lot 11 and the East 1/2 of Lot 10, Block B, Capens Addition and  
Lot 4, Block C, Capens Addition

(The aforescribed legal description has been provided to the City of Winter Park by  
the owner of the aforescribed property.)

**FINDINGS OF FACT**

Property Owner: Southern Conference of Seventh Day Adventist

Project Name: Patmos Chapel SDA Church

Requested Development Approval:

Construction of a 700 square foot classroom building at 821 West Swoope Avenue  
and use of the vacant property at 830 West Swoope Avenue as an overflow  
church parking lot.

The development approval sought is consistent with the City of Winter Park Comprehensive Plan  
and will be developed consistent with and in compliance to applicable land development  
regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development  
conditions and commitments stated below and has covenanted and agreed to have such  
conditions and commitments run with, follow and perpetually burden the aforescribed property.

**ORDER**

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

1. The aforementioned application for development approval is GRANTED.
2. All development shall fully comply with all of the codes and ordinances in effect in the City  
of Winter Park at the time of issuance of permits including all impact fee ordinances.


Orange Co FL 4976271  
08/18/94 10:20:02am  
OR Bk 4784 Pg 4046  
Rec 15.00



3. The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
  1. That adequate night lighting be provided on the vacant property being used for overflow church parking.
  2. That a timer be installed on the lighting equipment for this vacant property in order to provide lighting for specific time periods necessary for church usage, but otherwise to be turned off no later than 11:00 p.m. in order to ensure privacy to the neighboring residential areas.
  3. That no overnight parking be permitted on this vacant property.
4. This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of the City of Winter Park by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
5. The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal, then the entire order shall be null and void.

Done and Ordered on the date first above.

By:

  
Donald S. Martin  
Approving Authority

# OWNER'S CONSENT AND COVENANT

COMES NOW, Southeastern Conference of Seventh Day Adventist, the owner(s) of the aforescribed property in this Development Order, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witnesses:

Janet P. Cobb  
(print name) Janet P. Cobb

Marguerite J. Wells  
(print name) Marguerite J. Wells

Witnesses:

Melinda Sewer Muganzo  
(print name) Melinda Sewer Muganzo

Dorothy B. Bright  
(print name) Dorothy Bright

STATE OF FLORIDA }  
COUNTY OF SEMINOLE }

By:

President

R.R. Brown  
(print name) R.R. Brown, President

Attest

~~Secretary~~ Treasurer

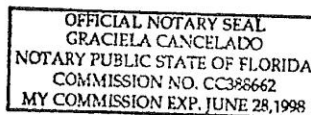
Robert Patterson  
(print name) Robert Patterson, Treasurer

OR Bk 4784 Pg 4048  
Orange Co FL 4976271

Record Verified - Martha D. Haynie

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared R.R. Brown as President of Southeastern Conference of Seventh Day Adventist who is personally known to me ~~or who has produced~~ as identification and who did take an oath.

WITNESS my hand and official seal in the County and the State last aforesaid this 3rd day of August, 19 94.



My Commission Expires: June 28, 1998

Notary Public  
in and for the County and State aforesaid

Graciela Cancelado  
(print name) Graciela Cancelado



# city commission public hearing

item type	Public Hearing	meeting date	October 22, 2012
prepared by department division	Terry Hotard Electric Utility	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

Partial vacation/abandonment of electric distribution easement at 901 North Orlando Avenue as recorded in O.R. 1524 Page 707.

## motion | recommendation

Staff recommendation is to grant a partial vacation/abandonment of electric distribution easement as requested

## summary

WaWa, in order to construct their new facility, has requested that the City of Winter Park grant a partial vacation/abandonment of electric distribution easement. Easement was granted to Florida Power Corporation back in 1965. Electric distribution facilities (i.e. wire/transformers) have since been removed.

## board comments

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

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA PARTIALLY VACATING AND ABANDONING THE EASEMENT LOCATED AT 901 NORTH ORLANDO AVENUE, WINTER PARK, FLORIDA, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Park by custom will abandon an easement no longer needed for municipal purposes; and

**WHEREAS**, the City has determined that the easement or part thereof is no longer needed by the City of Winter Park.

**NOW, THEREFORE, BE IT ENACTED by the People of the City of Winter Park, Florida as follows:**

**Section 1.** The City Commission of the City of Winter Park, Florida, subject to the partial reservation of an easement provided in Section 3 hereof, does hereby vacate and abandon that certain utility easement located at 901 North Orlando Avenue, Winter Park, Florida, more particularly described as follows:

A portion of 901 North Orlando Avenue, Winter Park, Florida, according to the plat thereof recorded in O.R. Book 1524, Page 707, Public Records of Orange County, Florida, more particularly described as follows:

From the Northeast corner of Lot 2 of LORD'S SUBDIVISION as recorded in Plat Book P, Page 89, Public Records of Orange County, Florida, run S. 01° 25' W. along the East line of said Lot 2 a distance of 231.50 feet, thence N. 88° 53' 44" W. parallel with the North line of said Lot 166.17 feet to the point of beginning; Continue thence N. 88° 53' 44" W. 191.83 feet to a point on the Easterly right-of-way line of a county road now known as Webster Avenue, thence S. 1° 25' W. 260 feet along said Easterly right-of-way line, thence S. 88° 53' 44" E. Parallel with the North line of said Lot 2 a distance of 148 feet, thence N. 1° 25' E. 30 feet, thence S. 88° 53' 44" E. parallel with the North line of said Lot 210 feet to a point on the Westerly right-of-way line of State Road No. 15-600 and East line of Lot 2; thence N. 1° 25' E. along said line 71.61 feet, thence N. 6° 37' 44" W. along said Westerly right-of-way line 38.74 feet, thence N. 88° 53' 44" W. parallel with the North line of said Lot 2 160.09 feet, thence N. 1° 06' 16" E. 120 feet to the point of beginning, all lying and being in the NE¼ of Section 1, Township 22 South, Range 29 East;

**Section 2.** All ordinances or portions of ordinances in conflict herewith are hereby repealed.

**Section 3.** This is a partial vacation of easement subject to the following: The easement is vacated partially and only to the extent shown in the drawing attached as Exhibit "A" hereto showing in crosshatch the area of the easement that is being vacated and abandoned as it is no longer used or necessary for use by the City of Winter Park, Grantor



herein. The area reserved is for the service, maintenance, installation, and/or provision of utility services and upgrades.

**Section 4.** The parties intend that any error in legal description or in depiction of the portion of the easement vacated and abandoned may be corrected by subsequent curative document if the parties agree that there was an error in the survey, description, or in Exhibit "A".

**Section 5.** This ordinance shall take effect immediately upon its passage and adoption.

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

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

ATTEST:

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

Ordinance No. \_\_\_\_\_



# city commission public hearing

item type	Public Hearing	meeting date	October 22, 2012
prepared by department division	Terry Hotard Electric Utility	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

Vacating and abandoning electric distribution easement located at 911 North Orlando Avenue as recorded in O. R. 1560 Pages 24-27

## motion | recommendation

Staff recommendation is to grant vacation and abandonment of electric distribution easement as requested.

## summary

WaWa, in order to construct their new facility, has requested that the City of Winter Park grant a vacation and abandonment of an existing electric distribution easement. Easement was granted to Florida Power Corporation back in 1966. Electric distribution facilities (i.e. wire/transformers) have since been removed.

## board comments

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

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 911 NORTH ORLANDO AVENUE, WINTER PARK, FLORIDA, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Park by custom will abandon an easement no longer needed for municipal purposes; and

**WHEREAS**, the City has determined that the easement is no longer needed by the City of Winter Park.

**NOW, THEREFORE, BE IT ENACTED by the People of the City of Winter Park, Florida as follows:**

**Section 1.** The City Commission of the City of Winter Park, Florida, hereby vacates and abandons that certain utility easement located at 911 North Orlando Avenue, Winter Park, Florida, more particularly described by legal description as follows:

That property according to the plat thereof recorded in O.R. Book 1560, Pages 24, *et seq.*, Public Records of Orange County, Florida, more particularly described as follows:

From the NE corner of lot 2 of Lord's Subdivision as recorded in Plat Book P Page 89 of the Public Records of Orange County, Florida, Section 1, Township 22-S Range 29-E, run S 01 deg 25 min W along East line of said lot 2 a distance of 231.50 ft, thence N 88 deg 53 min 44 sec W parallel with the North line of said lot 22.37 ft. to the westerly r/w line of State road 15-600 (Section 75030) and the point of beginning, continue thence N 88 deg 53 min 44 sec W 143.80 ft thence S 01 deg 06 min 16 sec W 120 ft, thence S 88 deg 53 min 44 sec E 160.09 ft to a point on the Westerly r/w line of said State Road No 15-600, thence N 6 deg 37 min 44 sec W along said Westerly r/w line 121.10 ft to the point of beginning.

**Section 2.** All ordinances or portions of ordinances in conflict herewith are hereby repealed.

**Section 3.** The parties intend that any error in legal description or in depiction of the portion of the easement vacated and abandoned may be corrected by subsequent curative document if the parties agree that there was an error in the survey or description.

**Section 4.** This ordinance shall take effect immediately upon its passage and adoption.

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

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

ATTEST:

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

Ordinance No. \_\_\_\_\_